



## 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, October 13, 2009 beginning at 9:30 a.m., at the County Building at 225. W. Main Street, Room 100, Gaylord, Michigan 49735.

### AGENDA

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval and Correction of Regular Minutes of September 22, 2009 w/attachments

Consent Calendar

- A. Budget & Finance Committee Recommendation
  - 1. Jail Budget Amendment - Motion to Approve
- B. OCR 09-28 Authorizing Resolution (Wummel) - Motion to Adopt
- C. Board of County Canvassers - Reappointment (Stecker) - Motion to Approve

Special Presentation

- A. Public Hearing on Brownfield Redevelopment Plan
- B. Resolution OCR 09-26 Brownfield

Department Head Report

- A. Clerk/ROD Update - Suzy DeFeyter
- B. Airport Update - Matt Barresi

City Liaison, Township & Village Representatives

Correspondence

Committee Reports

- A. Budget & Finance Committee
  - 1. Vehicle Auction
  - 2. OCR 09-27 Modifications to State Act 312 of 1969
  - 3. Health Care Modifications

New Business

- A. Financials
  - 1. September 29, 2009 Warrant
  - 2. October 6, 2009 Warrant
  - 3. October 13, 2009 Warrant

Public Comment

Board Remarks, Announcements, and informal discussions

Adjournment

September 22, 2009

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

Roll call:

Present: Erna Backenstose, Clark Bates, Paul Beachnau, Ken Glasser, Robert Harkness, Bruce Brown, Mike Hyde, Doug Johnson, Paul Liss.

Motion by Commissioner Bates, to approve the regular minutes of August 25, 2009 with attachments. Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to appoint Ken Glasser and Joe Ferrigan to the State Zoning Review Board. Ayes: Unanimous. Motion carried.

Motion to approve the Fed Ex Airport Hangar Lease renewal as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve 9-1-1 budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:

John Burt reported that Clerk/ROD remodeling has started; Courthouse painting; Jail ventilation project; website; BS&A upgrade.

Motion by Commissioner Johnson, to approve the budget amendment in the amount of \$12,000 for the purchase of the new server as part of the BS&A upgrade. Ayes: Unanimous. Motion carried. (see attached)

Department Head Report:

Rachel Frisch updated the Board on the finance department.

Elizabeth Haus reported the Village of Vanderbilt.

Correspondence:

Chairman Glasser received a public notice from NEMCOG.

Motion by Commissioner Liss, to authorize holding an Air Fair in June of 2010 at the Gaylord Regional Airport with the County having oversight over the accounting and contracts for the Air Fair. Ayes: Unanimous. Motion carried.

Motion by Commissioner Liss, to appoint Matt Barresi as the Zoning Enforcement Officer for the Gaylord Regional Airport. Ayes: Unanimous.

Motion by Commissioner Beachnau, to approve the Building and Grounds contract along with the associated budget amendment as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Beachnau, to approve the Economic Alliance Agreement as presented. Ayes: Unanimous. Motion carried. (see attached)

**New Business:**

Motion by Commissioner Harkness, to approve the September 15, 2009 Warrant in the amount of \$102,684.43 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Backenstose, to approve the September 22, 2009 Warrant in the amount of \$98,674.70 as presented. Ayes: Unanimous. Motion carried.

**Board Remarks:**

Commissioner Johnson: Criminal Justice Coordinating Committee meeting.  
Parks and Recreation meeting.

Commissioner Liss: Air show committee.  
Mental Health Board.

Commissioner Hyde: Complimented on how nice the Building looks.

Commissioner Harkness: Trailside Committee enhancement project meeting.  
NEMCOG.

Chairman Glasser: Attended Farm Bureau annual meeting.

Meeting adjourned at 10:25 a.m. at the call of the Chair.

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Kenneth R. Glasser, Chairman

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Susan I. DeFeyter, Otsego County Clerk

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT ("Lease") is made as of the 22nd day of September, 2009, between OTSEGO COUNTY/GAYLORD REGIONAL AIRPORT, a Michigan Municipal Corporation ("Landlord") and FEDERAL EXPRESS CORPORATION, a Delaware Corporation ("Tenant").**

**RECITALS:**

1. Landlord has the right to grant a leasehold interest in the premises described in this Lease.
2. Tenant desires to lease from Landlord and Landlord is willing to lease to Tenant the premises described in this Lease, in accordance with and subject to the conditions of this Lease.

**AGREEMENTS:**

FOR AND IN CONSIDERATION of the mutual covenants contained in this Lease, Landlord and Tenant (the "parties") agree as follows:

**Section 1. Lease of Premises.** Landlord leases to Tenant and Tenant leases from Landlord the premises, which consists of approximately 2600 square feet of building space in the storage building (the "Building"), commonly known as 1099 Aero Drive, Gaylord Michigan 49735, as more particularly described in Exhibit A (the "Premises") for the term described in Section 2.

**Section 2. Initial Term.** The Initial Term of this Lease (the "Initial Term") shall be for 12 months, commencing on October 1, 2009, (the "Commencement Date") and ending on September 30, 2010, (the "Expiration Date"), unless earlier terminated pursuant to the terms of this Lease.

**Section 3. Rent.**

(a) Tenant shall pay to Landlord for the Premises as rent during the Initial Term the sum of Nine Thousand Dollars (\$9,000.00), payable Seven Hundred Fifty and 00/100 Dollars (\$750.00) per month in advance on the first day of each month during the Initial Term ("Rent"), with the first installment of Rent due on the Commencement Date.

(b) Rent shall be paid to Landlord at the address set forth in Section 22 or at such other address as Landlord may from time to time designate.

(c) If Tenant defaults in the payment of rent, or defaults in the performance of any other covenants or conditions hereof, Landlord may give Tenant notice of such default and if Tenant does not cure said default within 10 days after the giving of said notice (or if such other default is of such a nature that cannot be completely cured within such period, if Tenant does not commence such curing within 10 days and thereafter with reasonable diligence and in good faith and cure default), then Landlord may terminate this Lease on not less than 10 days notice to Tenant. On the date specified in such notice the term of this Lease shall terminate, and Tenant shall then quit and surrender the premises to Landlord, but Tenant shall remain liable for default of the lease. If this lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the premises by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any terms shall be deemed a waiver.

**Section 4. Renewal of Initial Term.** Landlord grants Tenant the option to renew the Initial Term for one renewal term ("Renewal Term") of 6 months, exercised by written notice to Landlord given not less than six months prior to the Expiration Date. The Renewal Term shall be governed by the provisions of this Lease, except that the Rent for any such Renewal Term shall be negotiated by the parties at time of Renewal. The Initial Term and Renewal Term are hereinafter sometimes referred to as the "Term".

**Section 5. Use.** Tenant shall use the Premises only for lawful purposes reasonably related to Tenant's business operations, including the parking of vans, and contemplates use of the Premises 24 hours per day.

**Section 6. Alterations.**

(a) During the Initial Term and any Renewal Term, Tenant shall not make structural or exterior alterations to the Premises without Landlord's prior written consent, but Tenant shall have the right, without Landlord's consent to make nonstructural alterations to the interior of the Premises ("Alterations") required for the conduct of Tenant's business. In making any Alterations, Tenant shall do the following:

- (i) notify Landlord at least seven days prior to commencement of the Alterations;
- (ii) comply with all applicable local, state or federal laws, regulations, codes or ordinances affecting such Alterations and the Premises;
- (iii) perform the Alterations so as not to unreasonably interfere with or create a nuisance to the tenancy of others in the Building;
- (iv) timely pay for all work, materials and labor so that no lien attaches to the improvements or the Premises; and
- (v) perform the Alterations in a good and workmanlike manner.

(b) Any Alterations or other leasehold improvements made by or paid for by Tenant, shall remain with the Premises and belong solely to Landlord unless Landlord, in its sole discretion, requires Tenant to remove same at Tenant's expense. Landlord will notify Tenant in writing prior to installation of such Alterations or leasehold improvements whether Landlord will require Tenant to remove same upon expiration or termination of this Lease. Any of Tenant's trade fixtures, furnishings and equipment in the Premises, shall remain Tenant's property for all purposes.

(c) Except as otherwise agreed in writing by Tenant and Landlord, at its option and expense, Tenant may remove any trade fixtures, furnishings and equipment, on or before the Expiration Date (or as appropriate the date the Renewal Term expires) and Tenant shall return the Premises to as good a condition as they were in on the Commencement Date, ordinary wear and tear and damage from the elements or other insured casualty excepted. Tenant will repair any damage caused by the removal of Tenant's trade fixtures, furnishings or equipment.

**Section 7. Maintenance of Premises.**

(a) At its expense, Landlord shall maintain in good condition the structure of the Building, including the roof, foundation, floor slab, load-bearing and exterior walls (including painting) and Landlord shall also maintain the electrical, plumbing, heating, ventilating and air conditioning systems

servicing the Premises and the parking lots, drives and sidewalks, including snow removal, around the Premises.

(b) Landlord shall accomplish all ordinary maintenance for which it is responsible within 30 days after receiving notice of the need for such maintenance from Tenant; provided; however, that Landlord shall have the maintenance performed immediately if a hazardous or emergency situations exists. For purposes of this subsection a hazardous or emergency situation means needed maintenance to the premises for which Landlord is responsible that if left unrepaired would cause continuing damage to the premises or to the Tenant's property located in the premises or would cause any immediate risk of personal injury or death to persons within the premises.

(c) Tenant shall be responsible for the maintenance and repair of any equipment installed by Tenant for its use. Except as otherwise provided in this Lease, Tenant shall be responsible for maintaining in good condition at its expense the interior of the Premises and shall perform any and all necessary repairs and maintenance.

(d) If following notice from Landlord, Tenant fails to make any necessary repairs or perform any necessary maintenance for which Tenant is responsible (other than Tenant installed equipment, maintenance and repair), Landlord may have such repairs or maintenance performed and Landlord's costs of doing so shall be payable as additional rent with the next due installment of Rent.

**Section 8. Taxes.** The Tenant further agrees to pay any taxes special assessments hereinafter legally levied by a governmental agency against the lands covered by this lease, including buildings or personal property of the Tenant. The non-payment of any such taxes by the Tenant for ninety (90) days shall be grounds for cancellation of this lease by the Landlord.

**Section 9. Utilities.** Tenant shall pay \$150.00 per month for the following: Electricity, Natural Gas, Internet access, Garbage pickup and Snow removal.

**Section 10. Signs.** Tenant shall have the right to place exterior signs on the Premises subject to any applicable laws, codes or ordinances and subject to any reasonable rules and regulations adopted for the Building by Landlord or the Gaylord Regional Airport Manager. Tenant shall be solely responsible for maintaining its signs in good condition and shall remove them and repair any damage caused by such removal on or before the Expiration Date (or the expiration date of the last Renewal Term, as applicable).

**Section 11. Landlord's Right of Access.** It is agreed that the Landlord and its duly authorized employees shall have the right of ingress and egress to the Premises, including all buildings or appurtenances placed or erected on the Premises for inspection purposes or for any purpose occasioned by emergency.

**Section 12. Tenant's Indemnity.** Tenant shall defend, indemnify and hold Landlord harmless from and against all claims, actions, demands, judgments, damages, liabilities and expenses, including reasonable attorneys' fees, for death of or bodily injury to any person or for loss of, damage to or destruction of any property arising from Tenant's use of the Premises, except to the extent any such claims, actions, demands, judgments, damages, liabilities or expenses arise from the acts or omissions of Landlord, its agents, employees, guests, invitees or contractors.

**Section 13. Landlord's Indemnity.** Landlord shall defend, indemnify and hold Tenant harmless from and against all claims, actions, demands, judgments, damages, liabilities and expenses, including reasonable attorneys' fees, for death of or bodily injury to any person or for loss of, damage to or destruction of any property arising in connection with any defect in the condition of the Premises, or arising from the negligent or intentional acts or omissions of Landlord, its employees, contractors, agents or

representatives, except to the extent any such claims, actions, demands, judgments, damages, liabilities or expenses arising from the intentional or negligent acts or omissions of Tenant, its agents, employees, guests, invitees or contractors.

**Section 14. Insurance.**

(a) Tenant shall provide all-risk property insurance on a replacement cost basis covering the Building, including rent loss insurance, and naming the Landlord as an additional insured and loss payee along with any mortgagee with an insurable interest in the Building.

(b) Tenant shall at its expense maintain in force during the Initial Term and any Renewal Term a policy of comprehensive public liability insurance insuring Landlord and Tenant against liability arising from Tenant's use, occupancy or maintenance of the Premises and appurtenant areas. Tenant's insurance shall be in the amount of not less than Two Million Dollars (\$2,000,000.00) for bodily injury to or death of any persons or property damage to third parties in any one occurrence. Landlord shall be named as an additional insured under Tenant's policy.

(c) All insurance maintained by Tenant or Landlord shall be primary and the other party's insurance shall be noncontributing irrespective of any insurance which such party maintains on its own behalf.

(d) All insurance maintained by Tenant or Landlord pursuant to this Section shall be written by insurance companies authorized to do business in the state where the Premises are located, shall be in form and substance reasonably satisfactory to the other party and shall provide that insurance will not be subject to cancellation, termination or material change except after 30 days' prior written notice to such party.

(e) Tenant may provide the insurance required by virtue of the terms of this Lease by means of a combination of primary and excess or umbrella coverage and by means of a policy or policies of blanket insurance so long as (i) the amount of the total insurance allocated to the Premises under the terms of the blanket policy or policies furnishes protection equivalent to that of separate policies in the amounts required by the terms of this Lease, and (ii) the blanket policy or policies comply in all other respects with the other requirements of this Lease.

(f) As soon as practicable, Tenant shall furnish to Landlord certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of such policies.

**Section 15. Waiver of Subrogation.** Landlord and Tenant waive and release any and all rights of recovery, claim, action or cause of action that either may now or later have against the other or the other's agents, officers and employees, by virtue of: (i) any loss or damage that may occur to the Building, improvements to the Building or personal property within the Building by reason of fire, the elements or other risks covered under policies of all risk property insurance available in the area where the Building is located or (ii) any diminution in the rent derived from the operation of the Building or in the revenue derived from the conduct of business within the Building, regardless of cause or origin, including, without limitation, the negligence of Landlord or Tenant or any of their respective representatives, agents, employees, contractors and invitees.

**Section 16. Casualty.** (a) If the damage caused by a fire or other casualty renders the Premises untenantable, Rent will abate for the period during which the Premises are untenantable. If the damage caused by a fire or other casualty renders the Premises partially untenantable, Rent will partially abate until full use of the Premises is restored to Tenant in proportion to the diminished utility of the Premises

In the conduct of Tenant's business, if a fire or other casualty renders the Premises untenantable, in whole or in part, and the estimated time for the restoration of the Premises exceeds the period that will expire on the date that is 60 days after the date of the occurrence of the fire or casualty, either party may terminate this Lease by the delivery of written notice to the other within 10 business days following the date on which Landlord notifies Tenant of the estimated time for the restoration. Landlord must notify Tenant of the estimated time required for the restoration of the Premises within 10 business days following the date of the occurrence of the casualty. If a termination of this Lease does not occur in accordance with the foregoing provisions of this Section 17(a), but Landlord fails to complete the restoration of the Premises by the date that is 30 days after the date of the expiration of the period within which Landlord estimated the restoration would be completed, Tenant may terminate this Lease by the delivery of written notice to Landlord at any time following the expiration of that 30-day period, but prior to the date on which Landlord completes the restoration of the Premises.

(b) If fire or other casualty damages the Premises and a termination of this Lease does not occur, Landlord shall restore the Premises to substantially the condition that existed prior to the occurrence of the fire or other casualty and shall pursue the restoration with diligence and continuity. In so doing, Landlord shall comply with all applicable laws, ordinances and regulations.

Section 17. Assignment and Subletting. Tenant may not transfer, assign or otherwise alienate its interest in the Premises or sublet any part of the Premises without first obtaining Landlord's written consent. Landlord may not unreasonably withhold or delay that consent. Tenant may assign all or any part of its rights, or delegate its duties, under this Lease or sublet any part of the Premises to an entity that controls, is controlled by, or is under common control with, Tenant, to the surviving corporation in a merger, consolidation or other reorganization involving Tenant, or to the purchaser of all or substantially all of Tenant's assets, without Landlord's consent. No subletting, assignment of rights or delegation of duties that Tenant may make without first obtaining Landlord's written consent will relieve Tenant from liability for the performance of the obligations Tenant undertakes under the terms of this Lease.

Section 18. Remedies Not Exclusive. Landlord's and Tenant's rights, remedies and benefits under this Lease are cumulative and shall not be exclusive of any other rights, remedies and benefits allowed by law or equity.

Section 19. Successors. The covenants, conditions and agreements made and entered into by the Landlord and Tenant shall be binding on their heirs, personal representatives, administrators, executors, successors and assigns.

Section 20. Entire Agreement. This Lease, the exhibits, and/or addendum, if any, attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between the parties and there are no matters, whether written or oral, between the parties other than set forth herein.

Section 21. Partial Invalidity. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

Section 22. Notices. All notices, approvals, requests, consents and other communications given, required or permitted in accordance with the terms of this Lease must be in writing and must be hand-delivered or sent by facsimile transmission, FedEx overnight service or United States certified or registered mail, return receipt requested. If a party delivers a notice by means of facsimile transmission, it must also send a copy of that notice by one of the other means specified above. The parties will consider notices given or delivered when received or when the recipient refuses proper delivery. The parties will address notices as follows:

**If to Landlord:**            **Airport Manager**  
Gaylord Regional Airport  
1100 Aero Drive Post Office Box 1386  
Gaylord, Michigan 49734

**If to Tenant:**            **Federal Express Corporation**  
Attn: Airport Relations & Development  
3680 Hooks Cross Road  
Building H, 3<sup>rd</sup> Floor  
Memphis, Tennessee 38125  
(#08-0223)

**With a copy to:**        **Federal Express Corporation**  
Legal Department  
3620 Hooks Cross Road  
Building B, 3<sup>rd</sup> Floor  
Memphis, Tennessee 38125  
Attn: Managing Director, Business Transactions  
(#08-0223)

**Section 23. Relationship to the Parties.** Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing rent or any additional charges nor any other provision herein nor any acts of the parties shall create any relationship between the parties other than that of the Landlord and Tenant.

**SIGNATURES ON NEXT PAGE**

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

Landlord:

OTSEGO COUNTY, a Michigan  
Municipal Corporation

WITNESSES:

\_\_\_\_\_

Matthew Barresi, Airport Manager

\_\_\_\_\_

Kenneth Glasser, Chairperson

Tenant:

FEDERAL EXPRESS CORPORATION

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

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

Title: \_\_\_\_\_



STATE OF MICHIGAN            )  
  )ss:  
COUNTY OF OTSEGO            )

Before me personally appeared Matthew Barresi and Kenneth Glasser, to me known, and known to me to be the individuals described in and who executed the foregoing instrument as Airport Manager and Chairperson said OTSEGO COUNTY, respectively, that it was executed at the order of the board of said OTSEGO COUNTY, and that they signed their name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC:  
STATE OF MICHIGAN, COUNTY OF OTSEGO  
MY COMMISSION EXPIRES \_\_\_\_\_  
Acting in Otsego County

STATE OF TENNESSEE            )  
  )ss:  
COUNTY OF        SHELBY        )

Before me personally appeared \_\_\_\_\_ to me well known, and known to me to be the individual described in and who executed the foregoing instrument as \_\_\_\_\_ of Federal Express Corporation, on behalf of the corporation.

\_\_\_\_\_  
NOTARY PUBLIC:  
STATE OF TENNESSEE, COUNTY OF SHELBY  
MY COMMISSION EXPIRES \_\_\_\_\_  
Acting in Shelby County



## OTSEGO COUNTY BUDGET AMENDMENT

**FUND/DEPARTMENT: 911 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    Increase overtime budget for 911 dispatchers**

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

**EXPENDITURE**

Account Number	Increase	Decrease
261-427-703.070 Overtime	\$30,000	\$
261-901-970.450 Property-Software	\$	\$30,000
-            -	\$	\$
-            -	\$	\$
-            -	\$	\$
-            -	\$	\$
<b>Total</b>	<b>\$30,000</b>	<b>\$30,000</b>

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

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

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



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**FUND/DEPARTMENT: Delinquent Tax/Equipment 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 transfer funds for the purchase of a new server**

Account Number	Decrease	Increase
516-050-400.001 Budgeted Use of Fund Balance	\$	\$12,000
266-050-699.030 Transfers In	\$	\$12,000
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
516-999-999.000 Transfers Out	\$12,000	\$
266-901-970.440 Property-Computer	\$12,000	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$

Department Head Signature \_\_\_\_\_

Date \_\_\_\_\_

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

Date \_\_\_\_\_

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

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

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

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

## AGREEMENT FOR JANITORIAL AND MAINTENANCE SERVICES

COUNTY: County of Otsego, a Michigan municipal corporation  
225 W. Main Street, Suite 203  
Gaylord, Michigan 49736

ARFF: Gaylord ARFF, Inc., a Michigan corporation P.O. Box 467  
Pellston, Michigan 49769.

### Recitals

The County is the owner of various properties located in Otsego County, Michigan; and

The County wishes to contract for services including cleaning, snow removal, grass, and general maintenance; and

ARFF represents that it is qualified and willing to provide these services.

THEREFORE, the parties agree as follows:

1. PARTIES. The County and ARFF are the appropriate parties to this Agreement.
2. TERM. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on October 1, 2009, and continue through December 31, 2012.
3. COMPENSATION. The County shall pay to ARFF for its services under this Agreement the sum of \$87,451.50 for October 1, 2009 through December 31, 2009, payable on October 1, 2009. In addition, there shall be an annual sum of \$229,081.00 for 2010, 2011 and 2012 in four (4) equal installments of \$57,270.25 each on or before January 1, April 1, July 1, and October 1 of each year of this Agreement.
4. SERVICES TO BE PROVIDED BY ARFF. In consideration of the compensation to be paid by the County, as well as the covenants and conditions contained in this Agreement, ARFF shall perform the following services:
  - A. The County Courthouse and main Alpine Center Building (800 Livingston Blvd) must have doors unlocked by 6:30 am on all Mondays thru Fridays excluding holidays. The facilities must be locked by 6:00 pm on all Mondays thru Fridays excluding holidays. The contractor must also be on call for any off hour emergencies. There are occasional night meetings where doors may require being checked after the meeting.
  - B. At least one maintenance staff person must be onsite at all times during working hours.
  - C. Janitorial Services. ARFF is responsible for providing janitorial services and supplies for all Otsego County facilities (buildings & grounds) listed in the RFP (See Attachment A). The only exceptions is half of the first floor, and the entire second floor, of the main Alpine Center which are leased out with the lessee providing

routine cleaning services. The contractor is responsible for cleaning all other Otsego County facility space not exempted in lease arrangements.

Some of the routine cleaning includes the following:

- 1) Furnishings shall be dusted and wiped as needed.
- 2) Windows, doors, countertops, walls, and baseboards shall be dusted and cleaned as needed.
- 3) Light fixtures shall be dusted and bulbs replaced as needed.
- 4) Floors shall be swept or mopped as needed.
- 5) Trash shall be emptied and liners changed as needed, and trash shall be removed to a specified area.
- 6) Drinking fountains and public telephones shall be cleaned and sanitized.
- 7) Carpets shall be vacuumed and shampooed as needed.
- 8) Bathroom sinks, bowls, urinals and fixtures shall be cleaned and sanitized daily.
- 9) Hand soap, tissue paper, and hand wipe dispenser, shall be filled.
- 10) Windows at the Courthouse must be cleaned inside and out at least once per year.
- 11) Vents must be cleaned at least once per year.

D. Maintenance Services. ARFF is responsible for providing maintenance services and supplies for all Otsego County facilities (buildings & grounds) listed in the RFP (See Attachment A). This includes a variety of activities with a few examples including patching walls and painting offices as required, repairing/replacing attached fixtures, repairing water leaks, maintain/replace flags at the Alpine Center, repairing/replacing window air conditioners as needed, etc.

E. Service Contracts. ARFF shall be responsible for continuing all current Building & Grounds service contracts including, but not limited, to elevator inspections, boilers, and trash removal.

F. Snow and Ice Removal. ARFF shall be responsible for removing snow and ice, on an as needed basis, from the entrances, the parking lots, and the sidewalks of all facilities listed in the RFP (See Attachment A). Salt will be spread as needed to prevent injury due to slips and falls. All County facilities must be ready to open to the public by 8:00 am on Monday thru Friday and kept reasonably clear of snow until after 5:00 pm on all Mondays thru Fridays except for County holidays. Maps of areas requiring snow removal can be found in the RFP.

The snow removal for 215 S. Otsego Avenue, the First Congregational Church, must be free of snow prior to church service on Sunday morning service.

The driveway at 540 S. Illinois must be kept open for access to the Sheriff's Long-term Evidence Storage building.

Currently, the County Building & Grounds Department contracts with Earth Works, a local firm, to clear parking lots at the Courthouse and Alpine Center, as well as the sidewalks at the Courthouse, if there is at least 3" of snow overnight, prior to 7:00 am on each Monday thru Friday excluding County holidays. The staff performs the rest

of the snow removal using a County owned truck with a plow. ARFF will be allowed to use County equipment/vehicles.

~~It should be noted that areas of maintenance may fluctuate slightly based upon need.~~

- G. Grass Maintenance. ARFF shall be responsible for mowing and maintaining the grass at all facilities listed in this RFP as shown in the RFP (See Attachment A). Grass will be kept well manicured and relatively free of weeds. The grass will typically need to be cut once per week.

~~The field at 540 S. Illinois that is home to the Sheriff's Long-term Storage Building need only be cut approximately once per month, with one of those times to be the second week of July due to the field being utilized as part of the Alpenfest Parade as staging grounds.~~

~~It should be noted that areas of maintenance may fluctuate slightly based upon need.~~

- H. Building & Grounds Equipment. In addition to general facility related equipment, ARFF shall maintain Building & Grounds equipment and vehicles barring major repairs in excess of \$5,000. Current equipment/vehicles include:

- 1) 2008 GMC 3500 HD 4x4 Pickup with plow blade
- 2) 1993 Dodge W250 Pickup Truck
- 3) Kubota tractor
- 4) 1999 EZ Dump Traller
- 5) John Deere Tractor
- 6) Heavy Duty Tractor

- I. Major Repairs/Replacements. Should it become necessary to either make an emergency repair or replace equipment in excess of \$5,000, the COUNTY will be responsible for cost providing that notice of the need is given to the County as early as possible, and the repair/replacement is not due to ARFF neglect.

- J. Drug Testing. ARFF will have all new employees submit to a drug test prior to employment, with any positive tests resulting in withdrawal of employment offer. Employees should also receive a random drug test at least once per year.

- K. Employee Background Check. ARFF will allow the COUNTY to perform a criminal background check on each prospective employee prior to commencing work on Otsego County grounds.

6. COUNTY'S DUTIES. Major repair costs over \$5,000 will be the responsibility of the County.

6. APPEARANCE AND CONDUCT OF EMPLOYEES.

- A. Employees of ARFF will be required to dress in uniforms identifying them as employees of the contractor at all times while rendering services under this Agreement.

- B. Employees of ARFF will be required to be neat, clean and courteous at all times while rendering services under this Agreement, and shall not permit its employees to conduct its business in a loud, noisy, boisterous, offensive or objectionable manner at any time.
- C. Employees of ARFF will be prohibited from rendering services under this agreement while consuming alcoholic beverages or using controlled substances, except as prescribed by a physician or while under the influence of alcoholic beverages or controlled substances.

7. INDEMNIFICATION / INSURANCE.

The Contractor must maintain during the term of the contract the following Insurance coverage, at a minimum:

Commercial General Liability Insurance in the amount of \$1,000,000.00 per-occurrence for property damage and bodily injury, with a \$1,000,000.00 aggregate.

Worker's Disability Compensation Insurance including employer's liability coverage, in accordance with applicable statutes of the State of Michigan.

Motor Vehicle Liability Insurance, including Michigan no-fault coverage.

Any other Insurance that may be needed by the Contractor in order to fulfill contractual obligations.

Proof of Insurance must be provided by the Contractor to the County by October 1, 2009, and by January 1 of 2010, 2011 and 2012.

The Contractor shall indemnify, defend and hold harmless the County, its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services or that may be sustained in or upon County premises from any actions or omissions by the Contractor. Such indemnification shall survive the termination of this Agreement.

8. INDEPENDENT CONTRACTOR. ARFF is an independent contractor, and no statement contained in this Agreement will be construed to find the ARFF or any of its employees, volunteers or agents as an employee, partner or agent of the County. ARFF and its employees, volunteers and agents will be entitled to none of the privileges, rights or benefits of County employees. ARFF shall comply with all applicable laws, including, but not limited to, those laws regarding withholding taxes and maintenance of workers' disability compensation insurance.

9. NONEXCLUSIVE. This Agreement is nonexclusive, and is subordinate to the provisions of any existing or future agreement between the County and ARFF.

10. SUFFICIENCY OF PERFORMANCE. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without willful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this

Agreement. In the event of ARFF's failure to timely perform the services under this Agreement, the County may, upon notice to AARF, seek alternative means of obtaining the services.

11. **RECORD KEEPING.** ARFF shall keep complete and accurate fiscal records and shall furnish the County with copies of such fiscal records, including ARFF's audit financial reports, as well as any other relevant records and reports, as the County may request.

In addition, the County shall have the right at any time to require an appropriate audit of ARFF's use of funds paid by the County under this Agreement,

With regard to audits and record keeping related to any contract between the County and any other governmental agency, ARFF agrees that it will establish and maintain accurate records to facilitate any audit or inspection conducted by that governmental agency or its representative to assure compliance with the contract.

12. **DISCLOSURE OF CONFLICTS OF INTEREST.** ARFF shall disclose any actual or potential conflict of interest between ARFF, its key employees, or their family, business or financial interests and the services to be provided under this Agreement.

13. **MODIFICATION.** No amendment or modification of this Agreement will be valid or binding unless expressed in writing and executed by the parties in the same manner as this Agreement, or by changes in applicable law that mandate alteration of a term or terms of this Agreement.

14. **TERMINATION.** This Agreement may be terminated prior to the expiration of its term as follows:

- A. By mutual written agreement of the parties; or
- B. In the event of default or breach of this Agreement by either party, the other party may give the defaulting party written notice of each claimed default or breach and a date after receipt of such notice by which the default or breach must be remedied. If such default or breach is not remedied by this date, the non-defaulting party may terminate this Agreement by giving written notice of the same, and the defaulting party may also be liable for all damages sustained by the other party by reason of the default or breach; or
- C. Either party may terminate this Agreement, with or without cause, upon 120 days prior written notice to the other party.

15. **EFFECT OF TERMINATION.** In the event of termination of this Agreement pursuant to subsection B or C of Section 14, ARFF will be entitled to the monies provided herein only through the date of termination.

16. **WAIVER.** The waiver by the County of any default in the performance by ARFF of any of the terms, covenants or conditions contained herein will not be deemed a continuing waiver of that default or any subsequent default.

17. **SEVERABILITY.** Whenever possible, each provision of this Agreement will be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited or invalid under applicable law, it will be ineffective only to the extent of such

prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. ASSIGNMENT. No assignment of this Agreement or of any right or obligation under this Agreement shall be made by either party without the prior written consent of the non-assigning party.

19. COMPLIANCE WITH LAW; ASSURANCES. ARFF shall comply with all applicable federal, State and local laws, ordinances, rules and regulations, as well as any applicable County policies.

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

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

If to ARFF: Randolph L. Bricker, Sr.  
Pellston ARFF, Inc.  
P.O. Box 467  
Pellston, Michigan 49769

21. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any prior discussions, negotiations, agreements and understandings.

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

AGREED to this 16 of September, 2009, at

Michigan.

WITNESSES: GAYLORD ARFF, INC.

*Wilma C. Kuebler*

Wilma C. Kuebler  
Notary Public  
Emmet County, MI  
My Commission Expires 11/10/2012

By: Randolph L. Bricker, Sr.  
Its: President

*Randolph L. Bricker Sr.*

COUNTY OF OTSEGO

By:  
Its:

## ATTACHMENT A

**Request for Proposal  
For  
Janitorial and Maintenance Services  
Otsego County, Michigan  
BID 2009-16**



**Part 1: RFP Purpose**

The purpose of this Request for Proposal (RFP) is to receive proposals for selection of a contractor to provide Maintenance and Professional Services for the Otsego County Building & Grounds.

This RFP does not constitute a contract for services performed or to be performed. After selection of the successful firm (referred to as the contractor), Otsego County, and the contractor will negotiate a contract and a complete scope of services.

All proposals submitted become the property of Otsego County and will not be returned. The County is not responsible for any costs incurred by the respondent in proposal preparation, presentations, site visits, or benchmarks performed.

**Part 2: Scope of Work/Background Information**

Otsego County is seeking a qualified Vendor to provide janitorial and maintenance services for the Otsego County Building & Grounds. Some of the services include building repairs, lawn mowing, snow removal, equipment maintenance, B&G vehicle maintenance, and providing supplies such as paper towels, light bulbs, etc.

Otsego County currently has one full-time Building & Grounds Director, one full-time Senior Maintenance Technician, and one part-time Janitor performing the bulk of the above services. The contracting company would be in replacement of current employees. The County also uses jail trustees or work crew participants as available to help with projects, but availability cannot be counted upon.

Otsego County's facilities are open to the public from 8:00 am until 4:30 pm Monday thru Friday except for thirteen holidays per year.

Currently, the County has the part-time janitor provide services from 6:00 am until 10:00 am on Monday thru Friday. The two maintenance workers stagger hours with one beginning by at least 6:00 am, primarily to open the facilities and for snow removal in the winter, while the second closes the facilities..

Otsego County facilities (see Appendix A) covered under this contract include:

- Otsego County Courthouse, 225 W. Main Street.
- Alpine Center complex including 100 Livingston Blvd, 200 Livingston Blvd, 800 Livingston Blvd (main Alpine Center building), the Building & Grounds building, and 1068 Cross Street.
- Parking lot at 222 S. Court Street.
- Snow removal only for 215 S. Otsego Avenue. This is a parking lot owned by the First Congregational Church, but used during the week by Otsego County for employee parking.

- Sheriff's Long-term Evidence Storage Building at 540 S. Illinois. Lawn mowing once per month in summer, and driveway snow removal in winter.

An overview of the Building & Grounds budget can be found in Appendix B.

A detailed list of services to be provided by Contract can be seen in Part 6.

### **Part 3: Proposal Instructions**

- **Term of Contract.** The contract for services will be for the fourth quarter of 2009, and for the three years following, beginning October 1, 2009 and ending December 31, 2012. There will be a termination clause for either party to terminate the agreement with a 120-day notice. The bid price should have a breakdown of cost for the 4<sup>th</sup> quarter of 2009, as well as for each following year including 2010, 2011, and 2012.

- **Submission Instructions.** Submit three original proposal in a sealed package to this address:

**John Burt, Otsego County Administrator  
225 W. Main Street  
Gaylord, Michigan 49735  
Tel: (989) 731-7527  
Proposal for Maintenance and Professional Services**

- **Deadline.** Proposals must be received at the location stated above no later than 11:00 a.m. local time on September 11, 2009. Proposals received after the deadline will not be accepted. There will be a public bid opening at noon on September 11, 2009 in Room 100 of the County Building at 225 W. Main Street, Gaylord, MI.
- **Proposal Acceptance and Rejection.** The County reserves the right to accept, reject or negotiate any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures and to accept any bid determined by the County to be in the best interest of the County, regardless of price.
- **Questions.** If you have any questions about this RFP or the proposal procedures, submit them in writing or by fax by the question deadline of September 8, 2009 at noon. Questions received after this deadline will not be considered. All questions received before the deadline will be answered in writing by the County and mailed and faxed to all vendors on the bid list. The requestor is responsible for notifying the County of any problem in receiving written replies.

Direct questions about this RFP or the proposal procedures to the following person:

**John Burt, Otsego County Administrator  
225 W. Main Street  
Gaylord, Michigan 49735  
Tel: (989) 731-7527  
Fax: (989) 731-7529**

**Single Point of Contact.** Contact Mr. John Burt and no one else, regarding the status of proposal evaluation. Disregard of this directive may disqualify the proposer from further consideration.

#### Part 4: Selection Criteria

The County will open and review all proposals and select the proposer based on technical merit and bid price. Upon a satisfactory selection and successful negotiations, the County will initiate the contract award.

- **Offshore Labor.** It's the County's intent to contract with a US owned Company and have all work performed within the United States.
- **Firm Background.** The proposal will be evaluated on the basis of the respondent's background, including the number of years in business, size, and financial stability.
- **Staff Qualifications.** The proposal will be evaluated on the basis of the respondent's demonstrated staff qualifications, including the required professional registrations.
- **Local Project Experience.** The County prefers to select a contractor that can demonstrate successful project experience in the State of Michigan region.
- **Similar Project Experience.** The proposal will be evaluated on the basis of project experience that is of a similar technical nature and complexity, for clients that are similar in size, location, and type as Otsego County.
- **Schedule and Availability.** The respondent's projected schedule and resource availability will be evaluated in the choice of contractor, although the County understands that the actual beginning and completion dates are subject to the notice to proceed.
- **Price.** The proposed price of the project will be a major consideration in selection. The bid must contain an alternate option to reduce the number of maintenance employees by one, after one year. In the event this option is taken, the County will add one County employee.

#### Part 5: Proposal Format

All proposals must follow the same format. No exceptions to this format will be accepted. To be accepted for evaluation, the proposal format must address all required components in order.

The aim of the required format is to simplify the proposal preparation and evaluation processes and to ensure that all proposals receive the same orderly review.

All proposals must include the following components:

Section	Topic
	Cover Letter
1	Company Overview
2	Project Services
3	Project Team
4	Related Experience
5	Additional Information
6	Cost Proposal

## Part 6: Services Provided by the Contractor

The successful contractor must be able to provide the following services to the County:

- A. The County Courthouse and main Alpine Center Building (800 Livingston Blvd) must have doors unlocked by 6:30 am on all Mondays thru Fridays excluding holidays. The facilities must be locked by 5:00 pm on all Mondays thru Fridays excluding holidays. The contractor must also be on call for any off hour emergencies. There are occasional night meetings where doors may require being checked after the meeting.
- B. At least one maintenance staff person must be onsite at all times during working hours.
- C. Janitorial Services. CONTRACTOR is responsible for providing janitorial services and supplies for all Otsego County facilities (buildings & grounds) listed in this RFP. The only exceptions is half of the first floor, the entire second floor, and half of the fourth floor, of the main Alpine Center which are leased out with the lessee providing routine cleaning services. The contractor is responsible for cleaning all other Otsego County facility space not exempted in lease arrangements.

Some of the routine cleaning includes the following:

- 1) Furnishings shall be dusted and wiped as needed.
- 2) Windows, doors, countertops, walls, and baseboards shall be dusted and cleaned as needed.
- 3) Light fixtures shall be dusted and bulbs replaced as needed.
- 4) Floors shall be swept or mopped as needed.
- 5) Trash shall be emptied and liners changed as needed, and trash shall be removed to a specified area.
- 6) Drinking fountains and public telephones shall be cleaned and sanitized.
- 7) Carpets shall be vacuumed and shampooed as needed.
- 8) Bathroom sinks, bowls, urinals and fixtures shall be cleaned and sanitized daily.
- 9) Hand soap, tissue paper, and hand wipe dispenser, shall be filled.
- 10) Windows at the Courthouse must be cleaned inside and out at least once per year.
- 11) Vents must be cleaned at least once per year.

- D. Maintenance Services. CONTRACTOR is responsible for providing maintenance services and supplies for all Otsego County facilities (buildings & grounds) listed in this RFP. This includes a variety of activities with a few examples including patching walls and painting offices as required, repairing/replacing attached fixtures, repairing water leaks, maintain/replace flags at the Alpine Center, repairing/replacing window air conditioners as needed, etc.
- E. Service Contracts. CONTRACTOR shall be responsible for continuing all current Building & Grounds service contracts including, but not limited, to elevator inspections, boilers, and trash removal.
- F. Snow and Ice Removal. CONTRACTOR shall be responsible for removing snow and ice, on an as needed basis, from the entrances, the parking lots, and the sidewalks of all facilities listed in this RFP. Salt will be spread as needed to prevent injury due to slips and falls. All County facilities must be ready to open to the public by 8:00 am on Monday thru Friday and kept reasonably clear of snow until after 5:00 pm on all

Mondays thru Fridays except for County holidays. Maps of areas requiring snow removal can be found in Appendix C.

The snow removal for 215 S. Otsego Avenue, the First Congregational Church, must be free of snow prior to church service on Sunday morning service.

The driveway at 540 S. Illinois must be kept open for access to the Sheriff's Long-term Evidence Storage building.

Currently, the County Building & Grounds Department contracts with Earth Works, a local firm, to clear parking lots at the Courthouse and Alpine Center, as well as the sidewalks at the Courthouse, if there is at least 3" of snow overnight, prior to 7:00 am on each Monday thru Friday excluding County holidays. The staff performs the rest of the snow removal using a County owned truck with a plow. CONTRACTOR will be allowed to use County equipment/vehicles.

It should be noted that areas of maintenance may fluctuate slightly based upon need.

- G. Grass Maintenance. CONTRACTOR shall be responsible for mowing and maintaining the grass at all facilities listed in this RFP as shown in Appendix D. Grass will be kept well manicured and relatively free of weeds. The grass will typically need to be cut once per week.

The field at 540 S. Illinois that is home to the Sheriff's Long-term Storage Building need only be cut approximately once per month, with one of those times to be the second week of July due to the field being utilized as part of the Alpenfest Parade as staging grounds.

It should be noted that areas of maintenance may fluctuate slightly based upon need.

- H. Building & Grounds Equipment. In addition to general facility related equipment, CONTRACTOR shall maintain Building & Grounds equipment and vehicles barring major repairs in excess of \$5,000. Current equipment/vehicles include:

- 1) 2008 GMC 3500 HD 4x4 Pickup with plow blade
- 2) 1993 Dodge W250 Pickup Truck
- 3) Kubota tractor
- 4) 1999 EZ Dump Trailer
- 5) John Deere Tractor
- 6) Heavy Duty Tractor

- I. Major Repairs/Replacements. Should it become necessary to either make an emergency repair or replace equipment in excess of \$5,000, the COUNTY will be responsible for cost providing that notice of the need is given to the County as early as possible, and the repair/replacement is not due to CONTRACTOR neglect.

- J. Drug Testing. CONTRACTOR will have all new employees submit to a drug test prior to employment, with any positive tests resulting in withdrawal of employment offer. Employees should also receive a random drug test at least once per year.

#### Part 7: Obligations of the County

Major repair costs over \$5,000 will be the responsibility of the County.

**Part 8: Appearance and Conduct of Employees.**

- A. Employees of the contractor will be required to dress in uniforms identifying them as employees of the contractor at all times while rendering services under this Agreement.
- B. Employees of the contractor will be required to be neat, clean and courteous at all times while rendering services under this Agreement, and shall not permit its employees to conduct its business in a loud, noisy, boisterous, offensive or objectionable manner at any time.
- C. Employees of the contractor will be prohibited from rendering services under this agreement while consuming alcoholic beverages or using controlled substances, except as prescribed by a physician, or while under the influence of alcoholic beverages or controlled substances.

**Part 9: Insurance/Indemnification**

The Contractor must maintain during the term of the contract the following insurance coverage, at a minimum:

Commercial General Liability Insurance in the amount of \$1,000,000.00 per occurrence for property damage and bodily injury, with a \$1,000,000.00 aggregate.

Worker's Disability Compensation Insurance including employer's liability coverage, in accordance with applicable statutes of the State of Michigan.

Motor Vehicle Liability Insurance, including Michigan no-fault coverage.

Any other Insurance that may be needed by the Contractor in order to fulfill contractual obligations.

Proof of Insurance must be provided by the Contractor to the County by January 1 of each year of the contract.

The Contractor shall indemnify, defend and hold harmless the County its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services or that may be sustained in or upon County premises from any actions or omissions by the Contractor. Such indemnification shall survive the termination of this Agreement.

**Part 10: Record Keeping: Audits**

CONTRACTOR shall keep complete and accurate fiscal records and shall furnish the County with copies of such fiscal records, including CONTRACTOR's audited financial reports, as well as any other relevant records and reports, as the County may request.

In addition, the County shall have the right at any time to require an appropriate audit of CONTRACTOR's use of funds paid by the County under this Agreement.

With regard to audits and record keeping related to any contract between the County and any other governmental agency, CONTRACTOR agrees that it will establish and maintain accurate records to facilitate any audit or inspection conducted by that governmental agency or its representative to assure compliance with the contract.

#### **Part 11: Termination**

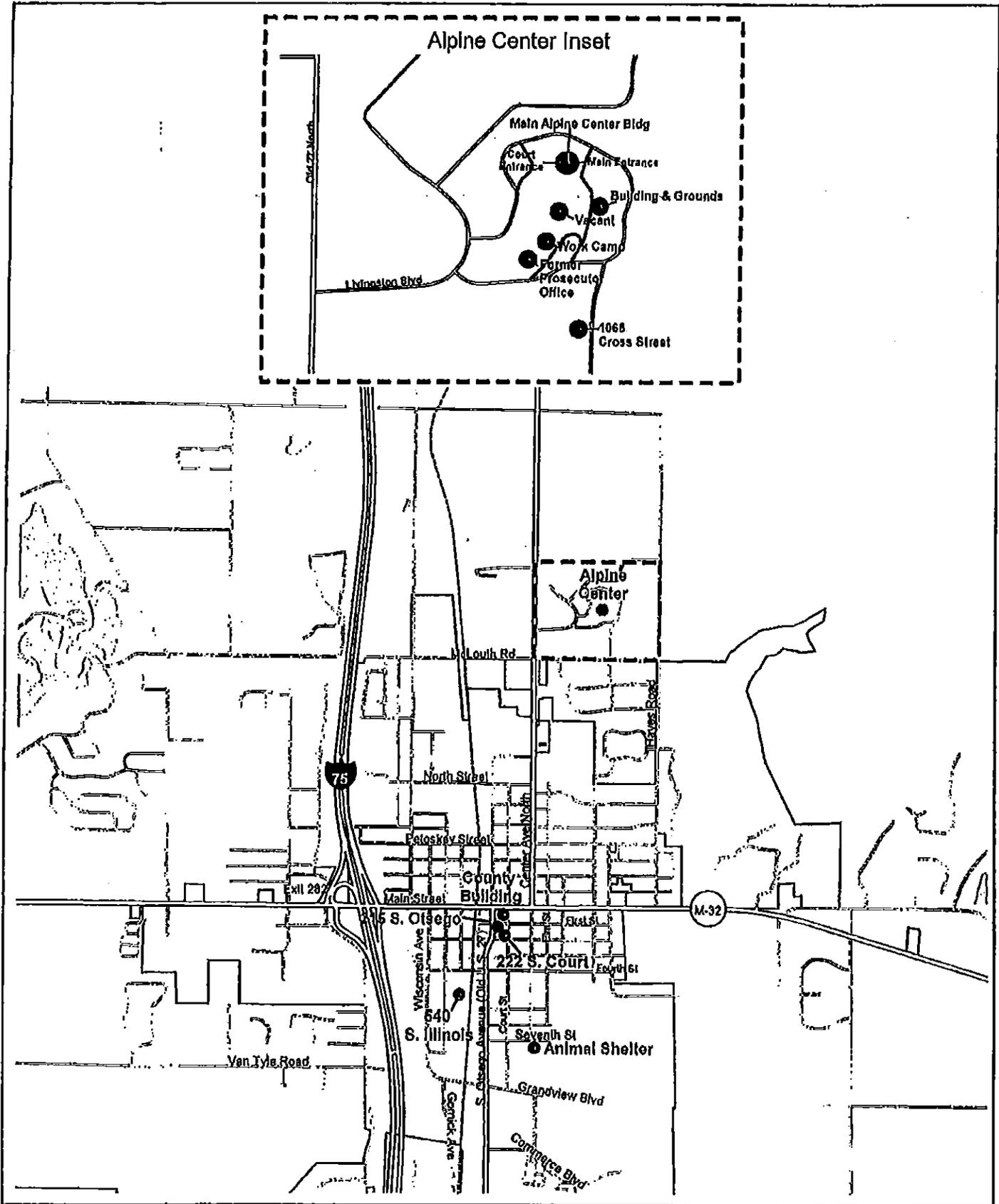
This Agreement may be terminated prior to the expiration of its term as follows:

- A. By mutual written agreement of the parties; or
- B. In the event of default or breach of this Agreement by either party, the other party may give the defaulting party written notice of each claimed default or breach and a date after receipt of such notice by which the default or breach must be remedied. If such default or breach is not remedied by this date, the non-defaulting party may terminate this Agreement by giving written notice of the same, and the defaulting party may also be liable for all damages sustained by the other party by reason the default or breach; or
- C. Either party may terminate this Agreement, with or without cause, upon 120 days prior written notice to either party.
- D. In the event of termination of Services, the CONTRACTOR will be entitled to the monies provided herein only through the date of termination.

#### **Part 12: Compliance with Law**

CONTRACTOR shall comply with all applicable federal, State and local laws and ordinances, rules and regulations, as well as any applicable County policies.

# APPENDIX A



Otsego County Facilities



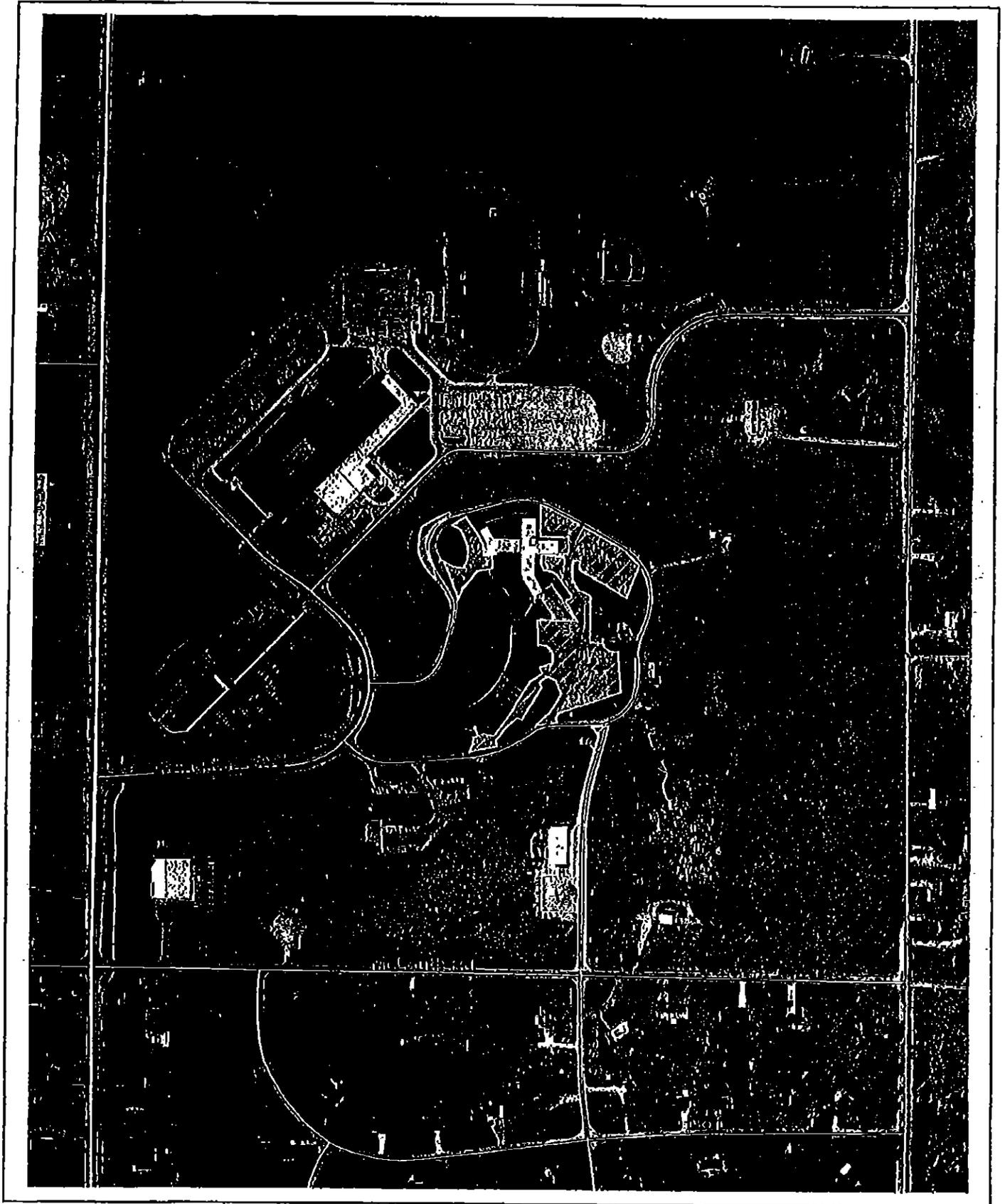
# APPENDIX B

## REVENUE & EXPENDITURE REPORT FOR OTSEGO COUNTY

### FUND 637 BUILDING AND GROUNDS

ACCOUNT DESCRIPTION	2008 YEAR END ACTIVITY	2009 AMENDED BUDGET	YEAR-TO-DATE THRU 08/27/09	INITIAL 2010 BUDGET
<b>Expenditures</b>				
<b>Dept 265: BUILDING AND GROUNDS</b>				
703.010 REG EMP - DEPT DIR/COMM	44,266.96	47,245.00	30,526.53	48,655.00
703.030 REGULAR - HOURLY	31,359.04	33,173.00	20,610.72	35,024.00
703.060 PART-TIME/TEMPORARY	11,801.33	13,414.00	11,911.65	13,544.00
703.070 OVERTIME	8,101.65	9,000.00	4,886.25	5,000.00
704.110 HOSPITALIZATION	30,650.59	25,092.00	17,559.95	24,431.00
704.140 LIFE AND DISABILITY	1,033.60	1,480.00	705.17	1,519.00
704.200 SOCIAL SEC CONTRIBUTIONS	7,286.21	7,077.00	5,136.82	7,286.00
704.300 RETIREMENT CONTRIBUTIONS	13,567.34	13,579.00	9,049.52	14,103.00
704.400 EDUCATION AND TRAINING	299.00	200.00	0.00	0.00
704.500 UNEMPLOYMENT COMPENSATION	1,235.10	1,100.00	1,346.29	1,100.00
704.600 WORKERS COMPENSATION	4,620.93	5,868.00	3,333.19	6,084.00
704.800 SICK PAY BUY OUT	841.12	1,504.00	0.00	1,560.00
726.000 SUPPLIES - GENERAL	10,796.01	6,000.00	4,977.69	15,000.00
726.046 SUPPLIES - UNIFORM/ACC	2,481.91	2,000.00	1,104.22	2,500.00
726.050 REPAIRS AND MAINT SUPPLIES	23,029.83	80,000.00	26,556.33	50,000.00
920.320 SNOW PLOWING	18,949.27	16,500.00	8,358.58	10,000.00
920.410 SERVICE CONTRACTS	7,373.65	45,000.00	7,370.50	12,000.00
930.660 GASOLINE	3,402.23	5,000.00	846.72	2,000.00
940.010 OUTSIDE CONTRACTED SERVICES	16,480.66	12,000.00	11,681.11	12,000.00
<b>Total</b>	<b>237,576.43</b>	<b>325,232.00</b>	<b>165,961.24</b>	<b>261,806.00</b>

## APPENDIX C



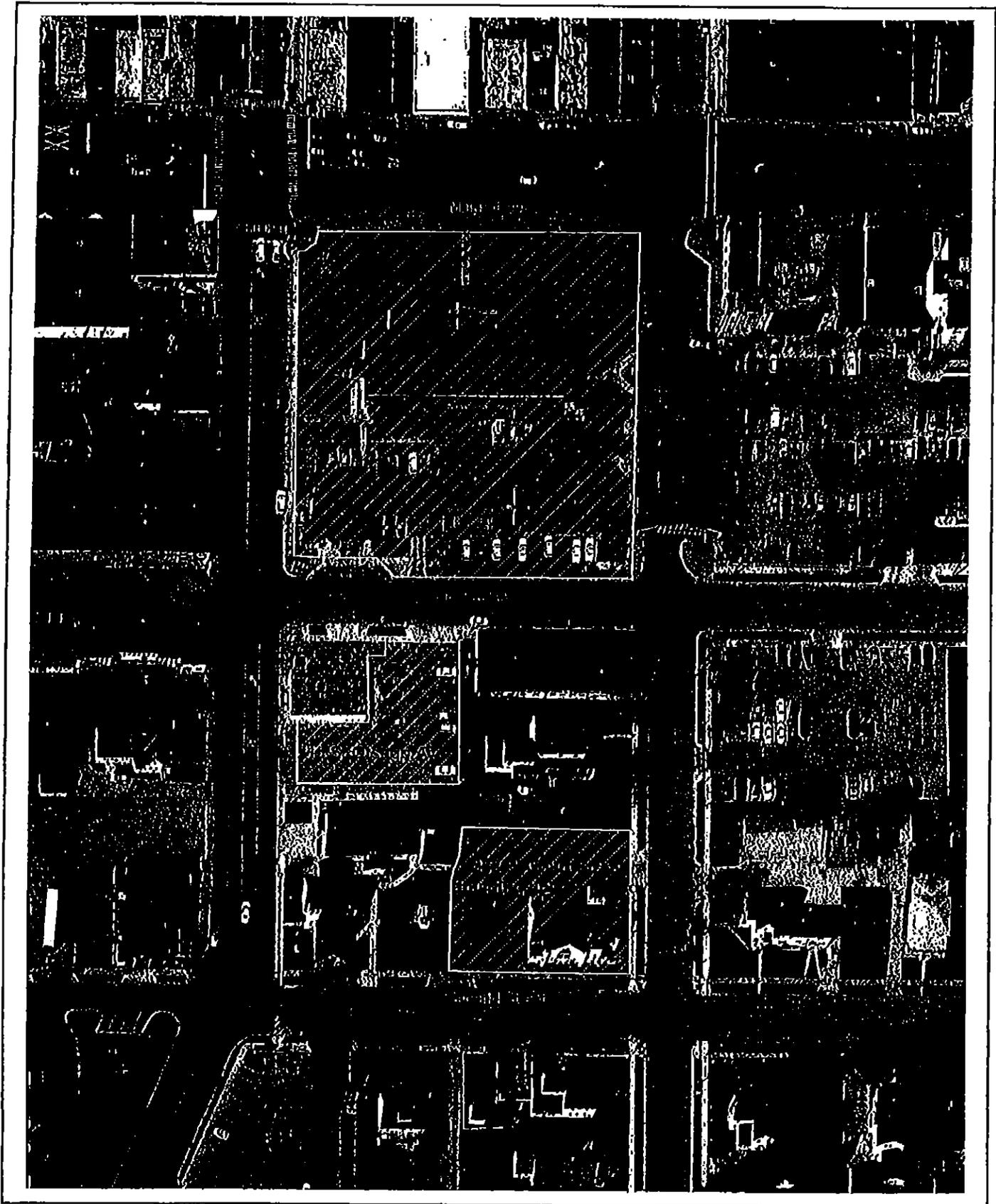
### Alpine Center Snow Removal

Scale: 1" = 400'



Hatched areas denote areas that Contractor will be responsible for the snow removal.





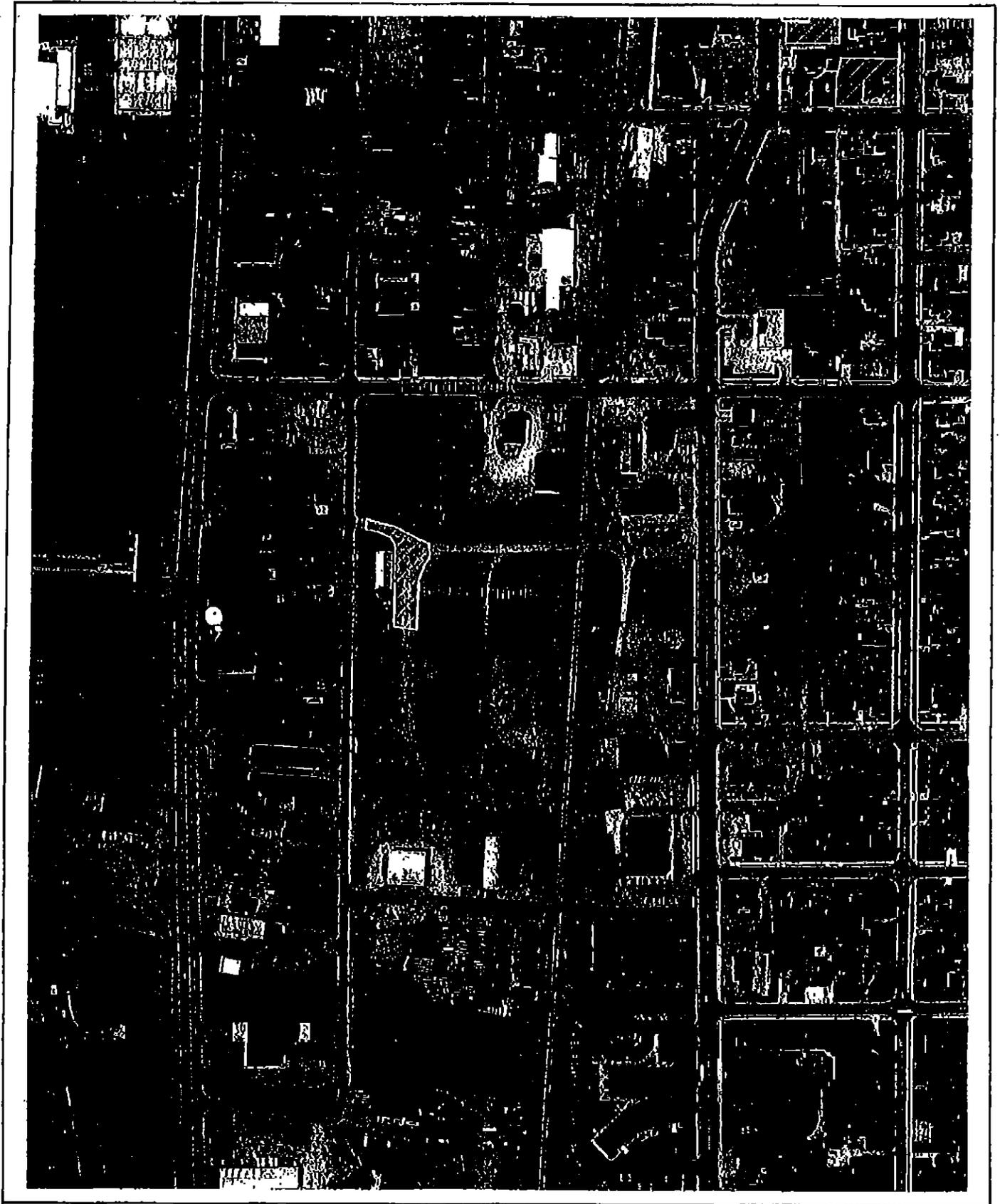
### Downtown Properties Snow Removal

Scale: 1" = 100'



Hatched areas denote areas that Contractor will be responsible for the snow removal.





### 540 S. Illinois Snow Removal

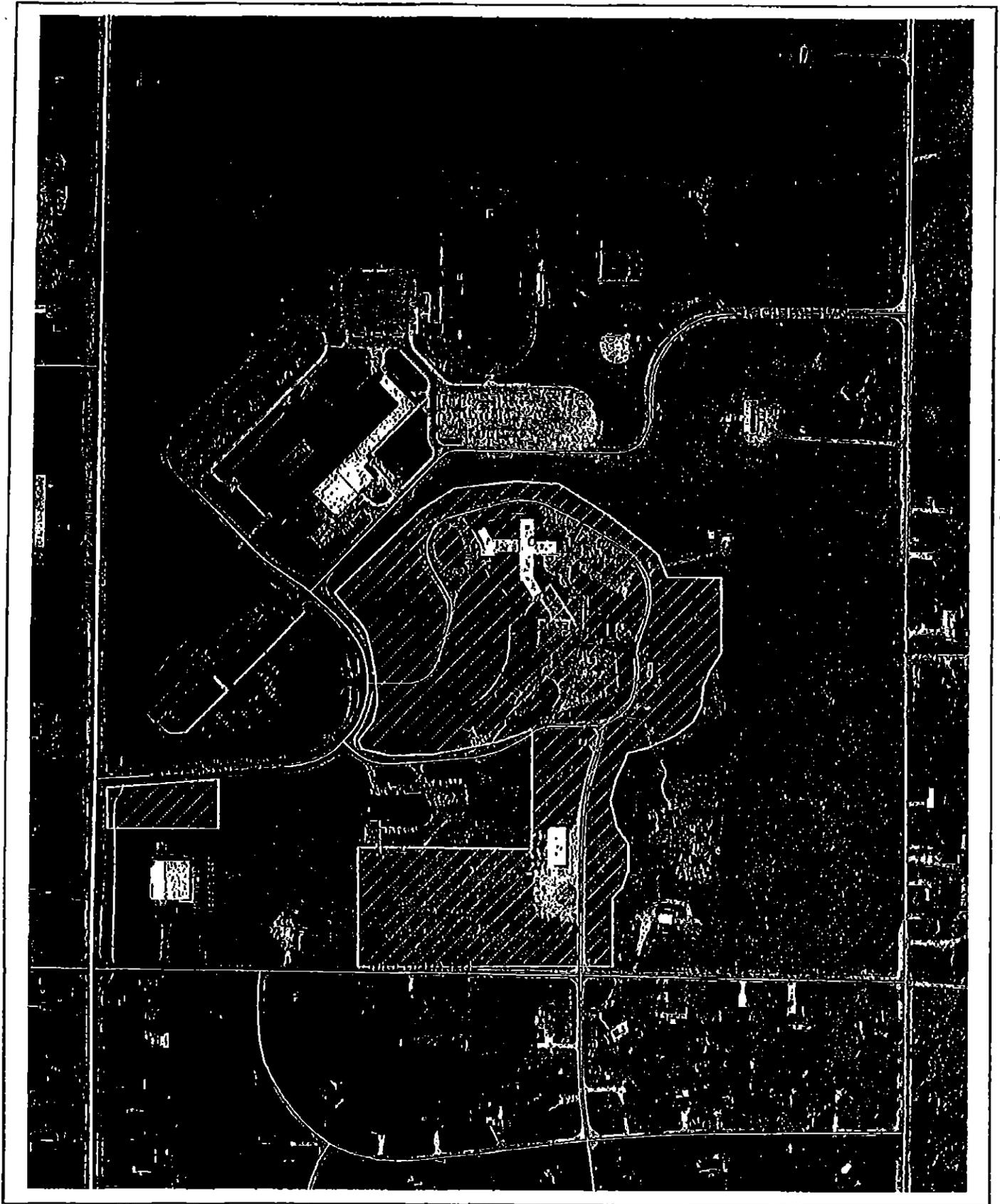
Scale: 1" = 300'



Hatched areas denote areas that Contractor will be responsible for the snow removal.



# APPENDIX D



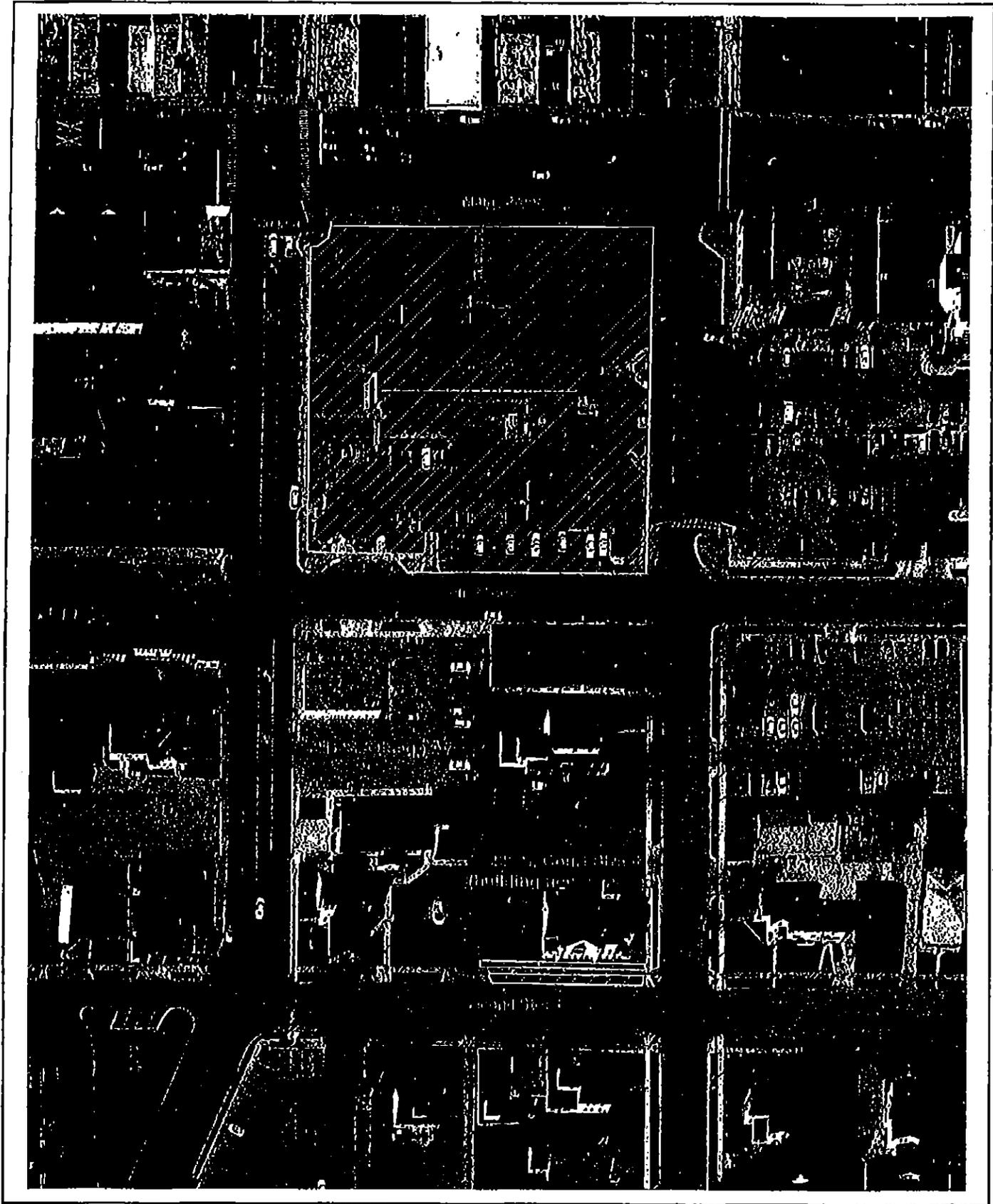
### Alpine Center Grass Maintenance

Scale: 1" = 400'



Hatched areas denote areas that Contractor will be responsible for the lawn maintenance.





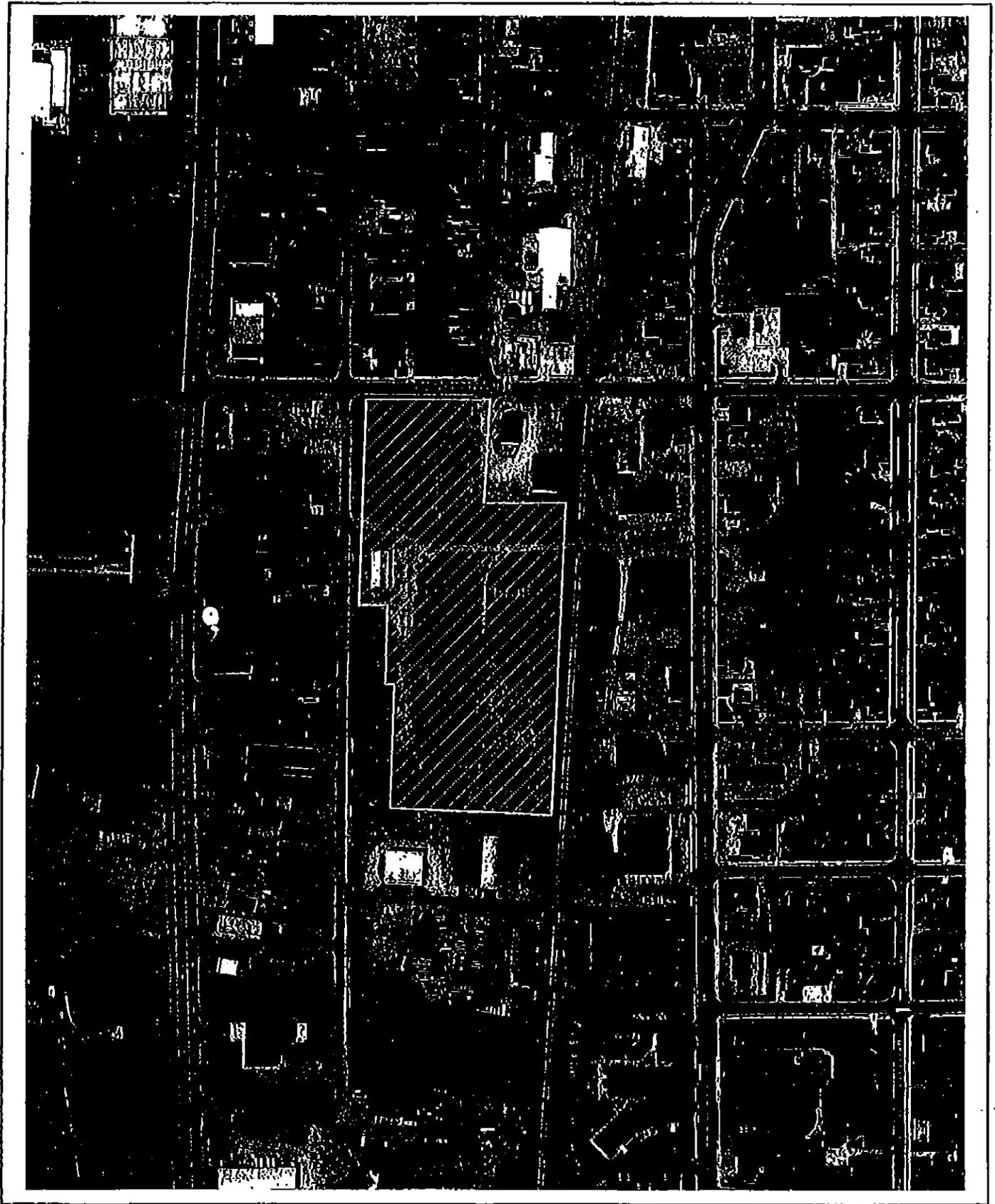
### Downtown Properties Grass Maintenance

Scale: 1" = 100'



Hatched areas denote areas that Contractor will be responsible for the lawn maintenance.





### 540 S. Illinois Grass Maintenance

Scale: 1" = 300'



Hatched areas denote areas that Contractor will be responsible for the lawn maintenance.



*Proposed budget Amendment  
for The building + grounds  
Contract*

09/15/2009 BUDGET REPORT FOR OTSEGO COUNTY  
Fund 637: BUILDING AND GROUNDS  
2010 FISCAL YEAR

GL NUMBER	DESCRIPTION	2009		2009		AMT WE CAN TSF	BUDGET LEFT
		AMENDED BUDGET	THRU 09/30/2009	ACTIVITY AVAILABLE BUDGET	BUDGET LEFT		
APPROPRIATIONS							
Dept 265: BUILDING AND GROUNDS							
637-265-703.010	REG EMP - DEPT DIR/COMM	47,245	35,093	12,152	12,152	-	-
637-265-703.030	REGULAR - HOURLY	33,173	23,952	9,221	9,221	-	-
637-265-703.060	PART-TIME/TEMPORARY	13,414	13,547	(133)	(800)	-	667
637-265-703.070	OVERTIME	9,000	5,098	3,902	3,902	-	-
637-265-704.110	HOSPITALIZATION	25,092	19,441	5,651	5,651	-	-
637-265-704.140	LIFE AND DISABILITY	1,480	807	673	673	-	-
637-265-704.200	SOCIAL SEC CONTRIBUTIONS	7,077	5,878	1,199	1,150	-	49
637-265-704.300	RETIREMENT CONTRIBUTIONS	13,579	10,358	3,221	3,221	-	-
637-265-704.400	EDUCATION AND TRAINING	200	0	200	200	-	-
637-265-704.500	UNEMPLOYMENT COMPENSATION	1,100	1,346	(246)	(400)	-	154
637-265-704.600	WORKERS COMPENSATION	5,868	3,807	2,061	1,061	-	1,000
637-265-704.800	SICK PAY BUY OUT	1,504	0	1,504	1,504	-	-
637-265-726.000	SUPPLIES - GENERAL	6,000	6,178	(178)	(3,000)	-	2,822
637-265-726.046	SUPPLIES - UNIFORM/ACC	2,000	1,322	678	678	-	-
637-265-726.050	REPAIRS AND MAINT SUPPLIES	80,000	49,436	30,564	15,000	-	15,564
637-265-920.200	WATER/SEWAGE	15,000	9,781	5,219	-	-	5,219
637-265-920.320	SNOW PLOWING	16,500	8,359	8,141	-	-	8,141
637-265-920.410	SERVICE CONTRACTS	45,000	14,091	30,909	15,239	-	15,670
637-265-930.210	TELEPHONE	36,000	20,197	15,803	-	-	15,803
637-265-930.610	NATURAL GAS	125,000	53,210	71,790	-	-	71,790
637-265-930.620	ELECTRICITY	89,000	64,012	24,988	-	-	24,988
637-265-930.660	GASOLINE	5,000	1,137	3,863	2,000	-	1,863
637-265-940.000	INSIDE PURCHASED SERVICES	4,924	4,924	0	-	-	-
637-265-940.010	OUTSIDE CONTRACTED SERVICES	12,000	11,788	212	-	-	212
Totals for Dept 265-BUILDING AND GROUNDS		595,156	363,762	231,394	67,452	-	163,942
AMOUNT NEEDED FOR 4TH QUARTER PMT FOR CONTRACTUAL SERVICE 637-265-940.010					67,452		67,452

Otsego County Economic Alliance, Inc.  
Economic Development Services Agreement

This Agreement, entered into this day of September 22, 2009, between the County of Otsego, hereinafter called the "County" and the Otsego County Economic Alliance, Inc., hereinafter called the "Service Provider,"

Witnesseth:

1. **Term.** The County agrees to contract with the Service Provider for the term beginning September 22, 2009 to and including September 22, 2010 to perform economic development services that will result in a benefit to the citizens of Otsego County. This Agreement shall be for an initial term of one (1) year. This Agreement shall be reviewed on an annual basis by the County and automatically extended annually unless the County gives the Service Provider written notice of its desire to modify or not extend the contract.

2. **Performance.** The Service Provider agrees to provide and perform all services as outlined in the Description of Services, in a competent and professional manner.

3. **Description of Services.** The Service Provider shall facilitate, coordinate and advance economic development projects that encourage new and existing businesses locate and expand in Otsego County; work with all local units of government to plan, finance and develop infrastructure to support business expansion and location; provide assistance to and develop resources in order to facilitate the start up of small businesses; provide information to new and existing businesses in Otsego County regarding taxes, workforce recruitment, education and training programs and opportunities offered in the County; encourage and solicit private sector involvement in and actively work toward developing a better educated and higher skilled workforce; encourage and develop a county-wide economic development partnership with the private and public sectors; assist the County with special projects; keep the County informed of significant economic development activities impacting Otsego County; and all other services as mutually agreed to by the County and Service Provider.

A representative of the Alliance will annually provide a report before the Board of Commissioners.

4. **Fee.** The County agrees to provide Service Provider with office space and associated services which are valued at \$11,513 per year and pay the Service Provider an annual fee as set by the Otsego County Board through its annual budgeting process.

5. **Renewal.** This Agreement shall be deemed to have been renewed annually for an additional period of one (1) year beyond its expiration date, up to a maximum of five (5) years, unless either the County or Service Provider shall have given written notice to the contrary 90 days prior to the expiration date of the Agreement. No reasons are required.

6. It is mutually understood and agreed that this Agreement does not confer any right to the Service Provider to continue providing services to the County beyond the expiration date of this Agreement.

By Service Provider:

\_\_\_\_\_  
Regan Quaal, Chairperson

\_\_\_\_\_  
Date

By Otsego County:

\_\_\_\_\_  
John Burt, Administrator

\_\_\_\_\_  
Date



October 13, 2009  
Agenda



## OTSEGO COUNTY BUDGET AMENDMENT

### FUND/DEPARTMENT: General Fund/Jail

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 move money into the jail overtime budget

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

**EXPENDITURE**

Account Number	Increase	Decrease
101-351-703.070 Overtime	\$7,200	\$
101-351-704.800 Sick Pay Buyout	\$	\$7,200
-            -	\$	\$
-            -	\$	\$
-            -	\$	\$
-            -	\$	\$
<b>Total</b>	<b>\$7,200</b>	<b>\$7,200</b>

Rachel Frisch  
Department Head Signature

9/22/09  
Date

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

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

\_\_\_\_\_  
Date

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

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

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

**RESOLUTION NO. OCR 09-28**  
**AUTHORIZING RESOLUTION**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
October 13, 2009

**WHEREAS**, the Otsego County Board of Commissioners is the owner of a property located at 136 West Stewart Street, Gaylord, Michigan 49735 and has a mortgage recorded in the office of the Register of Deeds for Otsego County Michigan, in Liber 673, Pages 111-118, in the name Amelia E. Wummel, a single woman and

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

**RESOLVED**, that Otsego County hereby issues a DISCHARGE OF MORTGAGE to, Amelia E. Wummel, a single woman and, be it further

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



**Otsego**  
**COUNTY**  
M I C H I G A N

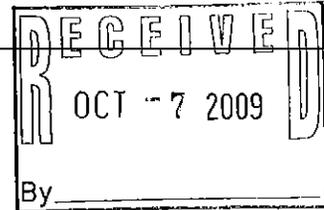
**TERM EXPIRES:**  
**10/20/2013**

**APPLICATION FOR APPOINTMENT TO  
COMMITTEES, BOARDS AND COMMISSIONS**

The information provided on this form is for the use of the Otsego County Board of Commissioners in its deliberation to fill vacancies on committees, boards and commissions. Applications may be submitted at any time and will be kept on file for a period of one (1) year. Applicants may be asked to attend a designated meeting of the County Board of Commissioners for application review and appointment consideration.

To which committee(s), board(s) or commission(s) are you seeking appointment?

Reappointment  
to: OTSEGO COUNTY BOARD OF CANVASSERS  
TERM TO EXPIRE 10-20-2013



Please print or type.

Name: Nancy P. Stecker

Address: 4556 Pinehurst, Gaylord Zip Code 49735

Telephone: 989-619-2000 Other: 989-732-3499

Email address: nancy@rcpeters.com

Date available for appointment Immediately

County Commission District Bagley

Are you a registered voter in Otsego County?  Yes  No

If yes, which township, city or village? Bagley

Please complete the following. You may use additional sheets as needed.

**Community Service**

List boards, commissions, committees or community service organizations that you are currently serving or have served upon, offices held and in what municipality or county.

Gaylord Community Schods, Curriculum Advisory - Reproductive Health  
Bible Study Leader  
Mom's In Touch Prayer Leader  
Gaylord Intermediate School PTO Secretary  
Community Women's Tennis League Coordinator  
Otsego Co. Republican Chair, Chair of Gov. Engler's County Campaign  
Gaylord Right to Life Legislative Chair  
Otsego Lake Assoc. President, Coordinator, Fireworks Committee  
**Employment and Education** New Life Program, Resource Center, Board Member

List any employment experience or education that, in your opinion, best qualifies you for this appointment. List job titles, duties (current and past), level of education and any certificates or degrees you have obtained.

Marketing Rep, Russell Peters Packaging  
Constituent Service Rep, Michigan State Senate  
Legislative Aide, Michigan House of Representatives  
Michigan State University, B.A. Political Science Pre-Law  
Graduated Summa Cum Laude

Have you ever worked for Otsego County?  Yes  No  
If yes, please list dates and name(s) of departments.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Personal**

Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest?  Yes  No

If yes, please indicate potential conflicts.

\_\_\_\_\_  
\_\_\_\_\_

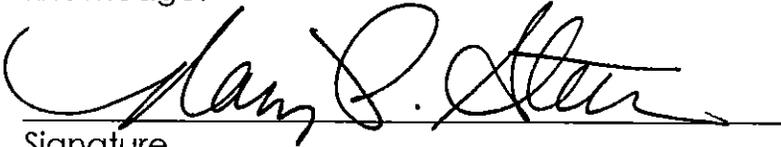
Are you aware of the time commitment necessary to serve on the committee, board and/or commission to which you seek appointment and will you have such time?

Yes     No

Please provide information about specific training, education, experience or interests you possess that qualify you as an appointee to the position you seek.

I believe my degree in Political Science Pre-law, combined with experience in the Michigan Senate and House of Representatives (in addition to practical business experience) qualify me to serve effectively on the Otsego County Board of Canvassers.

I hereby certify that the preceding information is correct and to the best of my knowledge.



Signature

10-5-09

Date

Mail or return your completed application to:

Otsego County  
Attn: County Administration  
225 West Main Street, Room 203  
County/City Building  
Gaylord, MI 49735

You may email your completed application to:

[spremo@otsegocountymi.gov](mailto:spremo@otsegocountymi.gov)

Thank you very much for giving us the opportunity to consider you for appointment.

## Notice of Public Hearing

The Otsego County Board of Commissioners will hold a public hearing on Tuesday, October 13, 2009, at 9:30 a.m., or shortly thereafter, in Room 100 of the County Building, 225 W. Main St., Gaylord, Michigan, to consider the adoption of a resolution approving a Brownfield Plan for the Otsego County Brownfield Redevelopment Authority pursuant to Act 381 of the Public Acts of Michigan of 1996, as amended. The property to which the proposed Brownfield Plan applies is a building located at 246 West Main St., Gaylord, Michigan. Maps, plats and copies of the proposed Brownfield Plan are on file at the office of the Otsego County Brownfield Redevelopment Authority, 1062 Cross Street, Gaylord, Michigan for inspection during regular business hours. All aspects of the Brownfield Plan will be open for discussion at the public hearing. For additional information contact the Otsego County Economic Alliance, 1062 Cross Street, Gaylord, MI 49735, (989) 731-0288.

Suzy DeFeyer

Clerk

(989) 731-7500



# OTSEGO COUNTY ECONOMIC ALLIANCE

1062 Cross Street, • Gaylord, Michigan 49735  
(989) 731-0288 • (989) 731-0289 FAX • Jeff@Gaylord-Otsego.com

## Memorandum

**DATE:** September 17, 2009

**TO:** John Burt, Administrator  
Ken Glasser, Chairman  
Otsego County Board of Commissioners

**FROM:** Jeff Ratcliffe, Executive Director  
Otsego County Economic Alliance (OCEA)

**SUBJECT:** Brownfield Plan Approval Request for Trinity Architecture & Management LLC,  
26-3950959, City of Gaylord, Otsego County, Michigan

### Brownfield Project Applicant

Trinity Architecture & Management, LLC  
1699 South Otsego, Suite 2  
Gaylord, MI 49735

Contact: Tad C. Latuszek, AIA, LEED, Owner  
Trinity Architecture & Management, LLC  
(989) 448-4705

### MBT Brownfield Request

Trinity Architecture & Management, LLC (Developer) has submitted a Part I MBT Brownfield Credit application seeking an MBT credit in the amount of \$164,228. The Michigan Economic Development Corporation has reviewed the application and has invited a complete application.

**Date Invitation Received:** August 13, 2009  
**Required Action By:** November 11, 2009

**Eligible Investment:** \$821,140  
**Credit Amount:** \$164,228

**Recommendation:** The Otsego County Brownfield Redevelopment Authority recommends approval of a Brownfield Plan that supports a Brownfield Redevelopment Credit of \$164,228.

**Project Description:** The Developer plans to purchase and completely rehabilitate a building located at 246 West Main Street in downtown Gaylord. The project will entail a complete demolition of all interior non-structural elements, replacement of the roof, repair of all exterior

walls including a new front and rear façade (with Alpine motif), replacement of all exterior windows and doors, installation of an elevator, new plumbing, electrical and mechanical systems, and reconfiguration of the interior spaces on all three floors. Plans call for returning the building to mixed retail/service businesses on the first floor, offices on the second and residential rentals on the third floor. The building will be LEED certifiable to at least Gold at the completion.

**Qualifying Criteria:** The project meets the statutory requirements for approval.

The building has been declared “functionally obsolete,” as determined by a level III assessor.

**Key Statutory Criteria:**

- **Benefit to the Public:** The project will result in the renovation and reuse of a vacant, functionally obsolete building which would likely otherwise have been demolished. It will ultimately provide approximately 6 new jobs in the downtown Central Business District. The project will improve the front and rear facades in conformance with the Alpine motif and increase the amount of residential housing available to low and moderate income residents.
- **Jobs Created:** It is anticipated that the project will create at least 6 new jobs upon completion.
- **Local, State and Federal Incentives:** In addition to the Michigan Business Tax Brownfield Credit request, the applicant will be making application for a Commercial Redevelopment Tax Exemption. The City of Gaylord is making application for Community Development Block Grant (CDBG) assistance to be used toward the purchase of the building and rehabilitation of the façade from the Michigan Economic Development Corporation. The developer will also construct new apartments on the third floor using MSHDA CDBG assistance from the Otsego County Housing Committee.
- **Other Factors Considered:** None.

**Level of Community Commitment:** The city and its DDA is supportive of the redevelopment project and has covered the costs necessary to apply for the MEDC CDBG assistance to purchase the building.

**Need for Incentive:** This project will not be successful if the MBT credit is not awarded.

**Improvement of Brownfield Conditions:** The property has been determined to be “functionally obsolete” and contamination does not exist on the property. The developer will be making eligible investment to address the functional obsolescence of the building through updating the heating, plumbing, electrical, roof and other building improvements.

**Ability to use the Credit (Applicant’s MBT Liability):** The applicant will be using the MBT credits to generate additional equity to finance the rehabilitation of the building.

**Responsible Party Benefiting:** There is no responsible party benefiting from this Michigan Business Tax Credit.

**Brownfield Plan  
Hallmark Building Rehabilitation Project  
City of Gaylord, Otsego County, Michigan**

**September 2009**

**Prepared with the assistance of:  
Otsego County Economic Alliance**

**Approved by Otsego County  
Brownfield Redevelopment Authority:\_\_\_\_\_**

**Public Hearing:\_\_\_\_\_**

**Approved by Otsego County  
Board of Commissioners:\_\_\_\_\_**

**Concurrence by City of Gaylord  
City Council:\_\_\_\_\_**

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### Exhibits

Exhibit A	Legal Description of the Property
Exhibit B	Certification of Functional Obsolescence
Exhibit C	MEDC Invitation to Apply for Brownfield MBT Credit

1. Site Location and Photo



## 2. Project Summary Sheet

**Project Name:** Hallmark Building Rehabilitation Project Brownfield Redevelopment Plan

**Business Line:** The Developer, Trinity Architecture & Management, LLC is an architectural and construction management firm located in Gaylord.

**Property Location:** 246 West Main Street, Gaylord, Michigan

**Property Num. & Size:** See Exhibit A (0.10 acres, approx. 11,700 sq. ft. building)

**Project Description:** Rehabilitation of a mixed use building back to mixed use – retail/services, offices and residential.

**Developer Investment:**

Building Purchase:	\$ 176,000
Building Rehabilitation:	\$1,121,155
Development Costs	<u>\$ 78,800</u>
<b>Total</b>	<b>\$1,375,955</b>

**Estimated Job Creation/Retention:** 6 full-time/F-T Equivalent jobs averaging \$29,120/yr.

**Duration of Plan:** 2 years.

## 3. Past Use of the Property - Site History

The site of the brownfield project is a vacant building located at 246 West Main Street in the main block of downtown Gaylord. The site is composed of approximately 0.10 acres of land and a three story building containing approximately 11,700 square feet of space with approximately 3,900 square feet per floor. The building was built around 1900 and has been completely vacant for over three years and 2/3 vacant for 15-20 years. The property is functionally obsolete for any use (See Exhibit B – Certification of Functional Obsolescence).

## 4. The Otsego County Brownfield Redevelopment Authority

In February of 2005, the Otsego County Board of Commissioners established the Otsego County Brownfield Redevelopment Authority (OCBRA) and designated the entire County as a “Brownfield Zone”. The primary purpose of the OCBRA is to encourage the redevelopment of blighted, contaminated and functionally obsolete property within the Brownfield Zone by providing financial incentives.

## 5. Brownfield Project Description

Trinity Architecture & Management, LLC (Trinity) intends to redevelop the site over the next two years. Trinity is a professional architecture and construction management company, established in 1986. The project will include a mixed commercial/residential use development consisting of the renovation of general retail/service businesses on the first floor, offices space on the second floor and apartment rentals on the third floors. The existing structure will undergo a complete internal demolition prior to redevelopment. Following completion of renovation activities, Trinity will lease out its retail, office and residential space and manage the property.

Trinity is purchasing the building from its current owner, Lawrence Henze, II. The total estimated cost to rehabilitate the building including development costs is \$1,199,995. Trinity will be utilizing Community Development Block Grant funds from the MEDC and MSHDA (through the Otsego County Housing Committee) for approximately \$415,000 of the renovation costs. There are approximately \$78,000 in development costs.

Trinity will be applying to the City for a 12 year Commercial Redevelopment Tax Exemption Certificate (PA 255 of 1978, as amended). They will also be applying to the State of Michigan for a Michigan Business Tax Credit.

The eligible investments as they relate to the Tax Credit are as follows:

Façade – Front & Rear	\$ 13,600
Office & Retail – First & Second Floors	\$270,790
<u>Apartments – Third Floor</u>	<u>\$536,750</u>
Total	\$821,140

## 6. Eligible Activities & Investments

The sole purpose of this brownfield plan is to qualify the Developer to apply to the State of Michigan for Michigan Business Tax (MBT) Brownfield Credits (see Exhibit C – MEDC Invitation to Apply for Brownfield MBT Credit). The local incentives used to match the MBT Credits will be from the Commercial Redevelopment Tax Exemption and other support from the City of Gaylord DDA.

The following source and use chart details the investment sources and uses:

Source of Funds	Amount
Private Equity	\$ 469,954
MBT Brownfield Credit Derived Equity	\$ 141,236
CDBG Funding	\$ 414,765
Loan	\$ 350,000
Total	\$ 1,375,955

<b>Use of Funds</b>	
<b>Purchase</b>	\$ 176,000
<b>Rehab</b>	
Façade - Front & Rear	\$ 138,615
Apartments - 3rd Floor x 5	\$ 445,790
Office & Retail - 1st & 2nd Floors	\$ 536,750
<b>Development Costs</b>	\$ 78,800
<b>Total</b>	\$ 1,375,955

**7. Captured Taxable Value and Tax Increment Revenues**

The OCBRA will not capture tax increment revenues. The city is being asked provide a local match in the form of a Commercial Redevelopment Tax Exemption and assistance with securing the CDBG funding. The tax exemption would significantly limit the amount of TIF available for capture and the combination of the tax abatement and other assistance are a significant contribution to the project to make it economical.

**8. Method of Brownfield Plan Financing**

No method of financing is necessary.

**9. Amount of Note or Bonded Indebtedness Incurred**

None.

**10. Duration of the Brownfield Plan**

Unless amended by the Gaylord City Council, the Plan is anticipated to remain in effect until December 31, 2014.

**11. Estimated Impact on Taxing Jurisdictions**

This brownfield plan will have no fiscal impact upon taxing jurisdictions.

**12. Legal Description & Site Photo**

The legal description of the Eligible Property is provided as Exhibit A. A Site Photo is provided on page 1.

**13. Personal Property**

The OCBRA will not capture the tax increment revenues from personal property.

**14. Displacement of Persons**

There are no persons currently residing on the property.

**15. Site Assessment and Remediation Revolving Funds**

Since tax increment revenue will not be authorized for capture as part of this redevelopment project, the Site Assessment and Remediation Revolving Loan Fund is not applicable.

**16. Other Information**

The OCBRA and the Gaylord City Council, in accordance with the Act, may amend this Plan in the future in order to fund additional eligible activities associated with the Project described herein.

**EXHIBIT A: Legal Description of the Property**

W 3 1/2 FT OF LOT 10 & E 33 1/2 FT OF LOT 11 LESS 10 FT OFF N END OF LOT 10 BLK  
1 CITY OF GAYLORD

**EXHIBIT B: Certification of Functional Obsolescence**

**AFFIDAVIT OF DEBORAH A. DUNHAM**

State of Michigan        }  
                                      }  
County of Otsego        }

NOW COMES Deborah A. Dunham, affiant, and first being duly sworn, deposes and states as follows that:

1. I am the assessor for the City of Gaylord, Michigan duly certified at Level 3 under the authority of the Michigan State Assessors Board, certificate number 6160, expiration date 12/31/2009.
2. The subject parcel of this Affidavit is real property identified on the City of Gaylord assessment roll as parcel number 69-100-000-001-010-00, and commonly known as 246 W. Main Street, Gaylord, Michigan.
3. A prospective property owner has applied to the Michigan Economic Growth Authority for a Brownfield Redevelopment MBT Credit under the Michigan Brownfield Redevelopment Financing Act based on the property being functionally obsolete eligible property.
4. MCL (Michigan Compiled Laws) 125.2663(1)(h) provides for me in pertinent part to state in my expert opinion that the property is functionally obsolete and the underlying basis for that opinion.
5. MCL (Michigan Compiled Laws) 125.2652(r) defines functionally obsolete as meaning that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.
6. The subject structure, built around 1900 and consisting of 3,900 square feet of first floor retail space, 3,900 square feet of second floor office space, and 3,900 square feet of third floor apartment space divided into four apartments, and a 3,300 square feet basement space, is located in the City of Gaylord's Downtown Central business district.
7. From an appraisal standpoint, the second and third floors of the approximately 108 year old subject structure suffer a substantial loss in value due to a combination of physical deterioration (including deferred maintenance) and functional obsolescence. Relative to MCL 125.2652(r), deficient floor plans, plumbing, wiring, and HVAC cause the subject structure's second and third floors to be functionally obsolete.

FURTHER AFFIANT SAYETH NOT.

Date: July 22, 2009

Signed: Deborah A. Dunham  
Deborah A. Dunham, Assessor  
City of Gaylord

On this 22nd day of July 2009, before me, a Notary Public, personally appeared Debbie Dunham, known to be the person whose name is subscribed, and she acknowledges that the contents herein are true of her own knowledge and belief except as to those matters stated to be upon information and belief, which matters she believes to be true.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Kathleen Ann Franchewick  
Notary Public  
Otsego County, Michigan, acting in  
Otsego County, Michigan  
My commission expires: 1-27-2013

**EXHIBIT C: MEDC Invitation to Apply for Brownfield MBT Credit**



MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

August 13, 2009

via email: [tcl@tclarchitect.com](mailto:tcl@tclarchitect.com)

300 N. WASHINGTON SQ.  
LANSING, MI 48215

CUSTOMER  
ASSISTANCE CENTER  
517 373 8808

WWW.THEMEDC.ORG

Mr. Tad Latuszek, Owner  
Trinity Architecture and Management, LLC  
1699 South Otsego Ave., Suite 2  
Gaylord, Michigan 49735

RE: Hallmark Building Rehabilitation Project, Brownfield MBT Application

Dear Mr. Latuszek:

On July 27, 2009, the Michigan Economic Development Corporation received Part I of the Brownfield Redevelopment Michigan Business Tax (MBT) Credit Application (Application) for the above-referenced project.

Based on the information contained in Part I, the proposed project appears to warrant further review and evaluation. You are invited to submit a complete application, including an updated Part I, Part II, and all required documents, for a mini credit based off of \$821,140 in eligible investment under MCL 208.1437(2) for a brownfield credit up to 20%. The credit is estimated at \$164,228. This application must be received by November 11, 2009 to assure that funding will be available, should it be approved.

Due to PA 89 of 2008, eligible investment no longer includes any soft costs and is now limited to project hard costs, with the exception of architectural fees, engineering fees, and surveying costs (MCL 208.1437 (32)(D)).

Part II of the application is attached. An original and one (1) copy of the completed application should be forwarded directly to the:

Michigan Economic Development Corporation  
Michigan Economic Growth Authority, Brownfield Program  
300 North Washington Square, 3<sup>rd</sup> Floor  
Lansing Michigan 48913

An application fee of \$2,500 shall be submitted with the application prior to consideration of an award by the MEGA chairperson. A check payable to the Michigan Strategic Fund must accompany Part II of the application in order for it to be considered administratively complete.

This letter is not to be construed as a commitment on the part of the State to approve an application. It is intended only to invite submittal of a formal application. You are cautioned not to make any commitments based on this letter.

If you have questions or would like assistance in preparing the attachment(s), please contact Deborah Stuart at (517) 241-6849.

Sincerely,

Peter C. Anastor, Manager  
Brownfield Redevelopment

cc: Deborah Stuart, MEDC CATeam  
Jeff Ratcliffe, Otsego County

EXECUTIVE COMMITTEE

MATTHEW P. CULLEN  
Chair  
Rock Enterprises

PHILIP H. POWER  
Vice-Chair  
The Center for Michigan

JAMES C. EPOLITO  
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Detroit Regional Chamber

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Stryker Corporation

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Center for  
Automotive Research

KEITH W. COOLEY  
Michigan Department of  
Labor & Economic Growth

JOANN CRARY  
Saginaw Future Inc.

DR. HAIFA FAKHOURI  
Arab American and  
Chaldean Council

STEVEN K. HAMP  
Hamp Advisors, LLC

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DTE Energy Company

FREDERICK W. HOFFMAN  
Chrystal, LLC

GEORGE W. JACKSON JR.  
Detroit Economic  
Growth Corporation

MICHAEL J. JANDERNOA  
Bridge Street Capital  
Partners, LLC

BIRGIT M. KLOHS  
The Right Place, Inc.

F. THOMAS LEWAND  
Bodman LLP

DR. IRVIN D. REID  
Wayne State University

MICHAEL B. STAEBLER  
Pepper Hamilton LLP

DENNIS A. TOFFOLO  
Oakland County

PETER S. WALTERS  
Guardian Industries Corp.

TODD A. WYETT  
Veran Development, LLC

**OCR 09-26**  
**Brownfield Redevelopment Authority**  
**Hallmark Building Rehabilitation Project**

Otsego County Board of Commissioners  
October 13, 2009

- WHEREAS,** The Michigan Brownfield Redevelopment Financing Act, Act 381, P.A. 1996 as amended, authorizes municipalities to create a brownfield redevelopment authority to promote the revitalization, redevelopment, and reuse of contaminated property through tax increment financing of eligible environmental activities; and
- WHEREAS,** The Otsego County Board of Commissioners established the Otsego County Brownfield Redevelopment Authority in February 2005 and appointed its members in July 2005; and
- WHEREAS,** The Otsego County Brownfield Redevelopment Authority has reviewed and approved the brownfield plan for the Hallmark Building Rehabilitation Project at their September 30, 2009 meeting and recommends approval by the Otsego County Board of Commissioners; and
- WHEREAS,** The City of Gaylord City Council concurred with the brownfield plan at their September 28, 2009 meeting; and
- WHEREAS,** The Otsego County Board of Commissioners has determined that the brownfield plan constitutes a public purpose of redeveloping a functionally obsolete building, job creation, increased private investment, economic development and increased long-term property value; and
- WHEREAS,** A public hearing on the brownfield plan has been noticed and held on October 13, 2009 and notice to taxing jurisdictions has been provided in compliance with the requirements of Act 381; therefore, be it,
- RESOLVED,** that the Otsego County Board of Commissioners hereby approves the brownfield plan for the Elmer's Gaylord Redevelopment.

## OCR 09-27

### Resolution Calling For Modification to State Act 312 of 1969

Otsego County Board of Commissioners  
October 13, 2009

**WHEREAS**, the Otsego County Board of Commissioners believes that the current provisions of State Act 312 of 1969 (the "Act") unreasonably removes control of labor costs for police and fire employees from local jurisdictions; and

**WHEREAS**, local governments from across the State are experiencing revenue reductions with increasing labor cost liabilities; and

**WHEREAS**, the inability for local units to adequately manage these costs as a result of the current criteria for use by arbitrators under the Act establishes an increasing hardship to local governments; and

**WHEREAS**, the current criteria for use under the Act unjustly allow an arbitrator to expend municipal funds and change financial priorities for local jurisdictions; and

**WHEREAS**, the Act may only be modified by action of the State of Michigan; now, therefore, be it

**RESOLVED**, that the Otsego County Board of Commissioners asks that the State immediately enact the following modifications to State Act 312 of 1969;

- A. Establish the following considerations in determining a community's ability to pay:
  - a. The arbitrator must consider the impact on the community of any award over a minimum five year period from the date of the award.
  - b. The arbitrator may not consider unused millage or assessment capacity when determining ability to pay.
  - c. The arbitrator should be prohibited from changing the priorities of the local elected officials in order to comply with a Public Act 312 award.
  - d. The arbitrator must consider all liabilities whether or not they appear on the balance sheet of a local government (i.e. GASB 45).
  - e. The arbitrator must consider the financial climate of the region, state or country in the assignment of an award.
- B. Establish considerations that an arbitrator shall be required to place more significance on internal comparables than external ones when rendering a decision.

And, be it, further

**RESOLVED**, that the Otsego County Clerk shall deliver a certified copy of this resolution to Governor Granholm, State Senator Tony Stamas, and State Representative Kevin Elsenheimer.

Date	Bank	Check	Payee	Description	GL #	AMT
9/18/2009	AP	00000254143	ACE HARDWARE	8606 FASTENERS	208-751-726.000	\$ 19.07
				8597 BOWL CLEANER	208-751-726.025	\$ 66.56
						\$ 85.63
9/18/2009	AP	00000254144	BUTCH FLEMING	PER DIEM	208-752-703.040	\$ 40.00
				TRAVEL	208-752-930.500	\$ 8.00
						\$ 48.00
9/18/2009	AP	00000254145	CHAD DUTCHER	PER DIEM	208-752-703.040	\$ 40.00
				TRAVEL	208-752-930.500	\$ 2.40
						\$ 42.40
9/18/2009	AP	00000254146	CLASSICE PLUMBING	REPLACE VALVE	208-752-726.050	\$ 80.00
9/18/2009	AP	00000254147	DAVE BARAGREY	PER DIEM	208-752-703.040	\$ 40.00
				TRAVEL	208-752-930.500	\$ 3.20
						\$ 43.20
9/18/2009	AP	00000254148	DON HUFF	PER DIEM	208-752-703.040	\$ 40.00
				TRAVEL	208-752-930.500	\$ 16.00
						\$ 56.00
9/18/2009	AP	00000254149	DTE ENERGY	GAS BILL	208-752-930.610	\$ 36.26
9/18/2009	AP	00000254150	GASLIGHT MEDIA	29073 MONTHLY FEE	208-751-726.000	\$ 59.95
				28633	208-751-726.050	\$ 351.00
						\$ 410.95
9/18/2009	AP	00000254151	HP PRODUCTS	10574408	208-751-726.025	\$ 89.38
9/18/2009	AP	00000254152	JOHNSON OIL COMPANY	PROPANE BILL	208-752-930.660	\$ 345.76
9/18/2009	AP	00000254153	KERI BELDING	CAMPING REFUND	208-440-652.050	\$ 36.00

Date	Bank	Check	Payee	Description	GL #	AMT
9/18/2009	AP	00000254154	LAPPANS OF GAYLORD INC	128120 BLADE	208-751-726.000	\$ 78.78
				128205 MOWER BELT	208-751-726.050	\$ 210.97
						\$ 289.75
9/18/2009	AP	00000254155	OTSEGO COUNTY ROAD COMMISSIC	PAVE WAH WAH	208-751-726.050	\$ 4,750.00
9/18/2009	AP	00000254156	PETE AWREY	PER DIEM	208-752-703.040	\$ 80.00
9/18/2009	AP	00000254157	RANDY STULTS	PER DIEM	208-752-703.040	\$ 40.00
				TRAVEL	208-752-930.500	\$ 8.00
						\$ 48.00
9/18/2009	AP	00000254158	STATE CHEMICAL MANUFACTURING	ORANGE BUOY	208-751-726.025	\$ 215.60
9/18/2009	AP	00000254159	THOMAS JOHNSON	PER DIEM	208-752-703.040	\$ 40.00
				TRAVEL	208-752-930.500	\$ 8.00
						\$ 48.00
9/18/2009	AP	00000254160	WILLIAM HOLEWINSKI	PER DIEM	208-752-703.040	\$ 40.00
				TRAVEL	208-752-930.500	\$ 6.40
						\$ 46.40
9/18/2009	AP	00000254161	YVONNE WRIGHT	CAMPING REFUND	208-440-652.050	\$ 36.00
9/21/2009	AP	00000254162	LIFE STAR RESCUE, INC	LONG TERM ADV TO EMS	245-000-198.210	\$ 155,000.00
9/21/2009	AP	00000254163	JAMES HOUSEY	CONCEALED WEAPONS TRAININ	212-430-704.400	\$ 290.00
9/29/2009	AP	00000254164	46TH CIRCUIT TRIAL COURT	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 63.00
9/29/2009	AP	00000254165	87- A DISTRICT	SERVICE CHARGES	101-131-930.150	\$ 1,018.82
9/29/2009	AP	00000254166	87TH-A DISTRICT COURT BOND ACC	OTHER INCOME - DEPOSITORY	101-136-694.020	\$ 45.00
9/29/2009	AP	00000254167	A.P. TECHNOLOGY	SUPPLIES - GENERAL	101-253-726.000	\$ 195.00

Date	Bank	Check	Payee	Description	GL #	AMT
9/29/2009	AP	00000254168	ACCU-FAX SERVICES	OUTSIDE CONTRACTED SERVICES	588-699-940.010	\$ 52.50
9/29/2009	AP	00000254169	ACCURINT	OUTSIDE CONTRACTED SERVICES	101-141-940.010	\$ 42.50
				OUTSIDE CONTRACTED SERVICES	215-141-940.010	\$ 7.50
						\$ 50.00
9/29/2009	AP	00000254170	ALLTEL	CELLULAR	101-721-930.230	\$ 106.90
				TELEPHONE	249-371-930.210	\$ 165.39
				CELLULAR	261-427-930.230	\$ 106.90
				CELLULAR	645-172-930.230	\$ 106.90
						\$ 486.09
9/29/2009	AP	00000254171	AMERICAN FIDELITY ASSURANCE CO COURT AFA SEC 125		704-000-231.285	\$ 15.50
9/29/2009	AP	00000254172	ARROW UNIFORM RENTAL	8972451	637-265-726.046	\$ 353.72
9/29/2009	AP	00000254173	BANK OF NEW YORK	PAYING AGENT FEE	569-906-990.210	\$ 262.50
9/29/2009	AP	00000254174	BRUCE SCOTT	9/17/09 HOUSING PER DIEM	233-690-703.040	\$ 40.00
				9/17 TRAVEL REIMB.	233-690-930.500	\$ 5.60
						\$ 45.60
9/29/2009	AP	00000254175	CATHERINE ISBELL	TRAVEL	101-134-930.500	\$ 76.40
				OUTSIDE CONTRACTED SERVICES	101-134-940.010	\$ 18.00
						\$ 94.40
9/29/2009	AP	00000254176	CATHOLIC HUMAN SERVICES	OUTSIDE CONTRACTED SERVICES	101-133-940.010	\$ 180.00
9/29/2009	AP	00000254177	CENTURY TEL	ACCT #300451601	261-427-930.210	\$ 43.34
9/29/2009	AP	00000254178	CHARTER COMMUNICATIONS	INMATE CABLE	595-351-726.000	\$ 53.47
9/29/2009	AP	00000254179	CHRISTOPHER YOUNG	RESTITUTIONS PAYABLE	701-000-271.000	\$ 40.00
9/29/2009	AP	00000254180	CINTAS CORP	INVOICE# 729288143	281-537-940.010	\$ 46.83
9/29/2009	AP	00000254181	CITY OF GAYLORD	WATER/SEWAGE	588-699-920.200	\$ 53.22

Date	Bank	Check	Payee	Description	GL #	AMT
9/29/2009	AP	00000254182	CONSTANCE BLOTSKE	PER DIEM	101-262-703.040	\$ 40.00
				TRAVEL	101-262-930.500	\$ 0.80
						\$ 40.80
9/29/2009	AP	00000254183	CONSUMERS ENERGY	METER #22006005	281-537-930.620	\$ 1,325.93
				ELECTRICITY	637-265-930.620	\$ 5,582.99
						\$ 6,908.92
9/29/2009	AP	00000254184	DEPENDABLE CONCRETE	RESTITUTIONS PAYABLE	701-000-271.000	\$ 80.00
9/29/2009	AP	00000254185	DUNNS	SUPPLIES - GENERAL	101-215-726.000	\$ 433.12
				SUPPLIES - GENERAL	256-215-726.000	\$ 547.76
						\$ 980.88
9/29/2009	AP	00000254186	EXTREME POWER SPORTS	BIKE PARTS	101-332-920.400	\$ 508.66
9/29/2009	AP	00000254187	FARM BUREAU INSURANC	RESTITUTIONS PAYABLE	701-000-271.000	\$ 80.00
9/29/2009	AP	00000254188	FRED & SHIRLEY ROSS	RESTITUTIONS PAYABLE	701-000-271.000	\$ 27.45
9/29/2009	AP	00000254189	GARY GELOW	COURT APPOINTED ATTORNEY FEES	101-131-801.021	\$ 11,250.00
9/29/2009	AP	00000254190	GASLIGHT MEDIA	PROFESSIONAL	101-228-801.020	\$ 50.00
				PORT FEE	281-537-940.010	\$ 16.00
						\$ 66.00
9/29/2009	AP	00000254191	GAYLORD AARF, INC	OCTOBER ARFF	281-537-940.010	\$ 14,792.24
				OUTSIDE CONTRACTED SERVICES	637-265-940.010	\$ 67,451.50
						\$ 82,243.74
9/29/2009	AP	00000254192	GLENN CRANE	HOSPITALIZATION/DENTAL	101-853-940.110	\$ 250.00
9/29/2009	AP	00000254193	GLORIA SAWYER	OUTSIDE CONTRACTED SERVICES	101-134-940.010	\$ 28.00
				SVCS OF CARE GIVER	292-662-930.830	\$ 16.00
						\$ 44.00

Date	Bank	Check	Payee	Description	GL #	AMT
9/29/2009	AP	00000254194	GRAPHIC SCIENCES INC.	SUPPLIES - GENERAL	256-215-726.000	\$ 785.12
9/29/2009	AP	00000254195	GREG & KIMBERLY ROSS	RESTITUTIONS PAYABLE	701-000-271.000	\$ 7.95
9/29/2009	AP	00000254196	JASON SAJDAK	RESITUTIONS PAYABLE-PRBT CT	701-000-271.148	\$ 50.00
9/29/2009	AP	00000254197	JOHNSON, GERTRUDE	OTHER INCOME - OVER AND SHORT	516-030-694.000	\$ 99.36
9/29/2009	AP	00000254198	KMART	RESTITUTIONS PAYABLE	701-000-271.000	\$ 13.00
9/29/2009	AP	00000254199	LARRYS ELECTRIC	REPAIRS AND MAINT SUPPLIES	637-265-726.050	\$ 195.00
9/29/2009	AP	00000254200	MARINA WOODCOX	RESTITUTIONS PAYABLE	701-000-271.000	\$ 20.00
9/29/2009	AP	00000254201	MAXIMUS INC	PROFESSIONAL	101-141-801.020	\$ 1,020.00
				PROFESSIONAL	215-141-801.020	\$ 180.00
						\$ 1,200.00
9/29/2009	AP	00000254202	MICHIGAN ASSOCIATION OF COUNT	HOSPITALIZATION/DENTAL	101-131-940.110	\$ 2,981.09
9/29/2009	AP	00000254203	MICHIGAN ASSOCIATION OF COUNT	HOSPITALIZATION	101-131-704.110	\$ 1,686.16
				HOSPITALIZATION	292-662-704.110	\$ 356.95
				HEALTH CARE CONTRIBS COURT	704-000-231.261	\$ 485.69
						\$ 2,528.80
9/29/2009	AP	00000254204	MICHIGAN ASSOCIATION OF COUNT	HOSPITALIZATION	101-131-704.110	\$ 10,940.99
				HOSPITALIZATION	101-136-704.110	\$ 1,081.65
				HOSPITALIZATION	101-141-704.110	\$ 5,373.37
				HOSPITALIZATION	101-148-704.110	\$ 1,297.97
				HOSPITALIZATION	215-141-704.110	\$ 948.25
				HOSPITALIZATION	292-662-704.110	\$ 1,821.97
				HEALTH CARE CONTRIBS COURT	704-000-231.261	\$ 1,129.70
						\$ 22,593.90
9/29/2009	AP	00000254205	MICHIGAN MUNICIPAL RISK MANAG	EDUCATION AND TRAINING	101-131-704.400	\$ 225.00
9/29/2009	AP	00000254206	MICHIGAN STATE POLICE BFS-CASHII	TRNG 09/11 ABAN VEH UPDAT	101-320-704.400	\$ 20.00

Date	Bank	Check	Payee	Description	GL #	AMT
9/29/2009	AP	00000254207	MSF RIDER COURSE INSURANCE	RERP60251 MSF INSURANCE	101-332-930.100	\$ 839.02
9/29/2009	AP	00000254208	NACCTFO-TREASURER	MEMBERSHIP AND DUES	101-253-930.600	\$ 30.00
				SUPPLIES - GENERAL	516-253-726.000	\$ 30.00
						\$ 60.00
9/29/2009	AP	00000254209	NAEMD	DAVIDSON - RECERT	261-427-704.400	\$ 50.00
9/29/2009	AP	00000254210	NANCY STECKER	PER DIEM	101-262-703.040	\$ 40.00
				TRAVEL	101-262-930.500	\$ 4.80
						\$ 44.80
9/29/2009	AP	00000254211	NORTHERN CREDIT BUREAU	INV 8571 CREDIT REPORTS	233-690-930.150	\$ 86.60
9/29/2009	AP	00000254212	NORTHWESTERN BANK-CARDMEMB	SUPPLIES INVENTORY	101-000-106.000	\$ 62.90
				SUPPLIES - GENERAL	101-257-726.000	\$ 11.72
				CELLULAR	101-721-930.230	\$ 29.00
				SUPPLIES - UNIFORM/ACC	205-301-726.046	\$ 199.80
				SUPPLIES - GENERAL	212-430-726.000	\$ 174.98
				TELEPHONE	212-430-930.210	\$ 59.90
				CELLULAR	249-371-930.230	\$ 114.81
				CELLULAR	261-427-930.230	\$ 29.00
				REPAIRS AND MAINTENANCE SVCS	281-537-920.400	\$ 654.19
				TELEPHONE	281-537-930.210	\$ 29.95
				SUPPLIES - JANITORIAL	588-699-726.025	\$ 80.94
				OUTSIDE CONTRACTED SERVICES	618-447-940.010	\$ 30.00
				REPAIRS AND MAINT SUPPLIES	637-265-726.050	\$ 584.72
				TELEPHONE	637-265-930.210	\$ 59.90
				EDUCATION AND TRAINING	645-172-704.400	\$ 325.00
				CELLULAR	645-172-930.230	\$ 29.00
						\$ 2,475.81
9/29/2009	AP	00000254213	OSCODA REGION II ACCOUNTING	TRANSFER OUT	101-961-999.000	\$ 217.00
9/29/2009	AP	00000254214	OTSEGO COUNTY BUS SYSTEM	OUTSIDE CONTRACTED SERVICES	292-662-940.010	\$ 17.50

Date	Bank	Check	Payee	Description	GL #	AMT
9/29/2009	AP	00000254215	PITNEY BOWES INC	RENTAL - EQUIP/VEHICLES	101-131-920.520	\$ 675.00
				RENTAL - EQUIP/VEHICLES	101-141-920.520	\$ 191.25
				SHIPPING AND MAILING	101-267-930.450	\$ 225.00
				RENTAL - EQUIP/VEHICLES	215-141-920.520	\$ 33.75
						\$ 1,125.00
9/29/2009	AP	00000254216	POWERHOUSE GYM	HOSPITALIZATION	647-851-704.110	\$ 1,750.00
9/29/2009	AP	00000254217	RON OROURKE	RESTITUTIONS PAYABLE	701-000-271.000	\$ 50.00
9/29/2009	AP	00000254218	STATE FARM INSURANCE CO.	RESITUTIONS PAYABLE-PRBT CT	701-000-271.148	\$ 40.00
9/29/2009	AP	00000254219	STATE OF MICHIGAN	PISTOL PERMITS	701-000-228.016	\$ 960.00
9/29/2009	AP	00000254220	THOMAS AKALIS, M.A.	OUTSIDE CONTRACTED SERVICES	292-662-940.010	\$ 560.00
9/29/2009	AP	00000254221	THOMAS SAWYER	TRAVEL	101-134-930.500	\$ 76.40
				OUTSIDE CONTRACTED SERVICES	101-134-940.010	\$ 28.00
				TRAVEL	292-662-930.500	\$ 52.00
				SVCS OF CARE GIVER	292-662-930.830	\$ 16.00
						\$ 172.40
9/29/2009	AP	00000254222	THOMPSON & KNIGHT LLP	OTHER INCOME - OVER AND SHORT	101-215-694.000	\$ 900.00
9/29/2009	AP	00000254223	TIMOTHY MCPHERSON	CLASS HANDBOOKS REIMB.	101-332-726.000	\$ 171.86
				9/28 ADMINISTRATION	101-332-801.020	\$ 568.35
						\$ 740.21
9/29/2009	AP	00000254224	ULRICH, JOHN	OUTSIDE CONTRACTED SERVICES	292-662-940.010	\$ 320.00
9/29/2009	AP	00000254225	USA MOBILITY WIRELESS INC	INV #S05137331	261-427-920.410	\$ 69.56
9/29/2009	AP	00000254226	VERIZON NORTH	TELEPHONE	637-265-930.210	\$ 943.83
9/29/2009	AP	00000254227	WAYNE ISBELL	OUTSIDE CONTRACTED SERVICES	101-134-940.010	\$ 18.00

Date	Bank	Check	Payee	Description	GL #	AMT
9/29/2009	AP	00000254228	WILLIAM LIGHT	PER DIEM	101-262-703.040	\$ 40.00
				TRAVEL	101-262-930.500	\$ 12.00
						\$ 52.00
9/29/2009	AP	00000254229	WINN TELECOM	9897326108	261-427-930.210	\$ 61.64
				TELEPHONE	588-699-930.210	\$ 418.24
						\$ 479.88
9/29/2009	AP	00000254230	CHARLTON TOWNSHIP	STREETSCAPE IMPROVEMENTS	637-265-726.050	\$ 2,200.00
--- GL TOTALS ---						
				TOTAL FOR FUND 101 GENERAL FUND	\$ 43,009.73	
				TOTAL FOR FUND 205 WORK CAMP	\$ 199.80	
				TOTAL FOR FUND 208 PARKS AND RECREATION	\$ 6,787.33	
				TOTAL FOR FUND 212 ANIMAL CONTROL	\$ 524.88	
				TOTAL FOR FUND 215 FRIEND OF THE COURT	\$ 1,169.50	
				TOTAL FOR FUND 233 HUD GRANT FUND	\$ 132.20	
				TOTAL FOR FUND 245 PUBLIC IMPROVEMENT FUND	\$ 155,000.00	
				TOTAL FOR FUND 249 BUILDING INSPECTION FUND	\$ 280.20	
				TOTAL FOR FUND 256 REGISTER OF DEEDS AUTOMATION	\$ 1,332.88	
				TOTAL FOR FUND 261 911 SERVICE FUND	\$ 360.44	
				TOTAL FOR FUND 281 AIRPORT	\$ 16,865.14	
				TOTAL FOR FUND 292 CHILD CARE FUND	\$ 3,160.42	
				TOTAL FOR FUND 516 DELINQUENT TAX REVOLVING	\$ 129.36	
				TOTAL FOR FUND 569 DEBT SERVICE	\$ 262.50	
				TOTAL FOR FUND 588 TRANSPORTATION FUND	\$ 604.90	
				TOTAL FOR FUND 595 JAIL COMMISSARY	\$ 53.47	
				TOTAL FOR FUND 618 GIS PROJECT AND AERIAL	\$ 30.00	
				TOTAL FOR FUND 637 BUILDING AND GROUNDS	\$ 77,371.66	
				TOTAL FOR FUND 645 ADMINISTRATIVE SERVICES	\$ 460.90	
				TOTAL FOR FUND 647 HEALTH CARE FUND	\$ 1,750.00	
				TOTAL FOR FUND 701 GENERAL AGENCY	\$ 1,431.40	
				TOTAL FOR FUND 704 PAYROLL IMPREST FUND	\$ 1,630.89	
				GRAND TOTAL	\$ 312,547.60	







Date	Bank	Check	Payee	Description	GL #	AMT
10/6/2009	AP	00000254273	MUTUAL OF OMAHA	INSURANCE -LIFE/DISABILITY	704-000-231.870	\$ 2,795.31
10/6/2009	AP	00000254274	NATIONAL LINK	OTHER INCOME - OVER AND SHORT	101-215-694.000	\$ 3.00
10/6/2009	AP	00000254275	NORTHWESTERN BANK	OTHER INCOME - OVER AND SHORT	101-215-694.000	\$ 3.00
10/6/2009	AP	00000254276	OMS COMPLIANCE SERVICES INC	OUTSIDE CONTRACTED SERVICES	588-699-940.010	\$ 118.00
10/6/2009	AP	00000254277	OTSEGO CLUB & RESORT	RESITUTIONS PAYABLE-PRBT CT	701-000-271.148	\$ 150.00
10/6/2009	AP	00000254278	OTSEGO COUNTY ABSTRACT	OTHER INCOME - OVER AND SHORT	101-215-694.000	\$ 35.00
10/6/2009	AP	00000254279	OTSEGO LAKE STATE PK	RESTITUTIONS PAYABLE	701-000-271.000	\$ 25.00
10/6/2009	AP	00000254280	PAPLIN, RICHARD	RESITUTIONS PAYABLE-PRBT CT	701-000-271.148	\$ 10.00
10/6/2009	AP	00000254281	PITNEY BOWES, INC-SUPPLIES	POSTAGE INVENTORY	101-000-103.000	\$ 191.22
10/6/2009	AP	00000254282	POSTMASTER	2 ROLLS OF STAMPS	212-430-930.450	\$ 88.00
10/6/2009	AP	00000254283	ROBERT MCMURRAY	RESITUTIONS PAYABLE-PRBT CT	701-000-271.148	\$ 15.00
10/6/2009	AP	00000254284	STATE ELECTRONICS	RADIO	261-427-920.410	\$ 11,348.50
10/6/2009	AP	00000254285	STATE FARM INSURANCE CO.	RESITUTIONS PAYABLE-PRBT CT	701-000-271.148	\$ 40.00
10/6/2009	AP	00000254286	TELEPHONE SUPPORT SYSTEMS INC	TELEPHONE	101-215-930.210	\$ 92.00
10/6/2009	AP	00000254287	TRAVIS MORRIS	RESITUTIONS PAYABLE-PRBT CT	701-000-271.148	\$ 2.50
10/6/2009	AP	00000254288	UP RENTAL	RESITUTIONS PAYABLE-PRBT CT	701-000-271.148	\$ 25.00
10/6/2009	AP	00000254289	US POSTAL SERVICE	POSTAGE INVENTORY	101-000-103.000	\$ 1,500.00
10/6/2009	AP	00000254290	VANDERBILT SCHOOLS	UNDISTRIBUTED COMM FOREST	701-000-274.006	\$ 55.38

Date	Bank	Check	Payee	Description	GL #	AMT
10/6/2009	AP	00000254291	VERIZON NORTH	TELEPHONE	588-699-930.210	\$ 61.48
10/6/2009	AP	00000254292	WAL MART	SUPPLIES	212-430-726.025	\$ 448.60
10/6/2009	AP	00000254293	WASTE MANAGEMENT	SERVICE CONTRACTS	637-265-920.410	\$ 570.00
10/6/2009	AP	00000254294	WAYNE ISBELL	TRAVEL	292-662-930.500	\$ 11.73
				SVCS OF CARE GIVER	292-662-930.830	\$ 68.00
						\$ 79.73
10/6/2009	AP	00000254295	WINN TELECOM	TELEPHONE	212-430-930.210	\$ 118.17
10/6/2009	AP	00000254296	EMPLOYERS MUTUAL CASUALTY CO	RESTITUTIONS PAYABLE	701-000-271.000	\$ 50.00
--- GL TOTALS ---						
				TOTAL FOR FUND 101 GENERAL FUND		\$ 212,183.16
				TOTAL FOR FUND 212 ANIMAL CONTROL		\$ 1,415.61
				TOTAL FOR FUND 215 FRIEND OF THE COURT		\$ 102.30
				TOTAL FOR FUND 249 BUILDING INSPECTION FUND		\$ 5,710.00
				TOTAL FOR FUND 261 911 SERVICE FUND		\$ 11,348.50
				TOTAL FOR FUND 281 AIRPORT		\$ 25,000.00
				TOTAL FOR FUND 292 CHILD CARE FUND		\$ 471.51
				TOTAL FOR FUND 588 TRANSPORTATION FUND		\$ 284.43
				TOTAL FOR FUND 637 BUILDING AND GROUNDS		\$ 2,187.02
				TOTAL FOR FUND 701 GENERAL AGENCY		\$ 1,013.76
				TOTAL FOR FUND 704 PAYROLL IMPREST FUND		\$ 2,909.17
				GRAND TOTAL		\$ 262,625.46



Date	Bank	Check	Payee	Description	GL #	AMT
10/13/2009	AP	00000254302	ADVANCED MARKETING PARTNERS	SHERIFF/TELETYPE PAPER	101-301-726.000	\$ 51.55
				CIVIL DIV/TELETYPE PAPER	101-302-726.000	\$ 11.45
				JAIL/TELETYPE PAPER	101-351-726.000	\$ 51.55
						\$ 114.55
10/13/2009	AP	00000254303	AIT LABORATORIES	AUTOPSIES	101-648-930.920	\$ 255.00
10/13/2009	AP	00000254304	ALCHEMY MIND, LLC	CAMP 7/29	205-301-704.400	\$ 200.00
				JAIL 7/29	595-351-726.000	\$ 225.00
						\$ 425.00
10/13/2009	AP	00000254305	ALLTEL	CELL PHONE BILL	208-752-930.210	\$ 111.07
				TELEPHONE	588-699-930.210	\$ 135.38
						\$ 246.45
10/13/2009	AP	00000254306	ALPINE FENCE COMPANY	KENNEL REPAIR	212-430-930.160	\$ 162.00
10/13/2009	AP	00000254307	ALS MARKET	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 73.65
10/13/2009	AP	00000254308	AMY SCHORFHAAR	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 55.64
10/13/2009	AP	00000254309	ANN SHAFFER	REIMBURSEMENT MEDICAL	212-430-930.471	\$ 375.57
10/13/2009	AP	00000254310	APPLIED INDUSTRIAL TECHNOLOGIES	REPAIRS AND MAINT SUPPLIES	588-699-726.050	\$ 238.44
10/13/2009	AP	00000254311	ARLAN QUAY	BATTERIES	208-751-726.000	\$ 13.88
10/13/2009	AP	00000254312	ARROW UNIFORM RENTAL	OUTSIDE CONTRACTED SERVICES	588-699-940.010	\$ 61.48
				REPAIRS AND MAINT SUPPLIES	637-265-726.050	\$ 142.93
						\$ 204.41
10/13/2009	AP	00000254313	ARTHUR SMITH	TRAVEL	101-131-930.500	\$ 19.20
				SVCS OF CARE GIVER	101-131-930.830	\$ 60.00
						\$ 79.20

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10/13/2009	AP	00000254314	AT&T MOBILITY	SHERIFF'S CELL	101-301-930.210	\$ 51.11
				JAIL ADMIN'S CELL	101-351-930.210	\$ 46.64
				WORK CAMP SUPV'S CELL	205-301-930.210	\$ 31.15
						\$ 128.90
10/13/2009	AP	00000254315	AUTO OWNERS INSURANCE CO.	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 100.00
10/13/2009	AP	00000254316	BAGLEY TOWNSHIP	SUPPLIES - GENERAL	101-262-726.000	\$ 1,095.00
10/13/2009	AP	00000254317	BASIC COMMUNICATIONS	SUPPLIES - GENERAL	261-427-726.000	\$ 29.99
				SUPPLIES - GENERAL	588-699-726.000	\$ 50.00
				TELEPHONE	637-265-930.210	\$ 124.98
						\$ 204.97
10/13/2009	AP	00000254318	BETTER CONTAINERS	204872	208-751-726.000	\$ 63.98
10/13/2009	AP	00000254319	BRADLEY BUTCHER & ASSOCIATES	PROPERTY - BUILDINGS	413-901-970.200	\$ 1,150.00
10/13/2009	AP	00000254320	BRADLEY J. BUTCHER	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 100.00
10/13/2009	AP	00000254321	BRONCO OIL	RESTITUTIONS PAYABLE	701-000-271.000	\$ 8.40
10/13/2009	AP	00000254322	BURNHAM & FLOWER OF MICHIGAN	INSURANCE AND BONDS	516-253-930.100	\$ 4,353.00
10/13/2009	AP	00000254323	CAROL RABINEAU	CAMPING REFUND	208-440-652.050	\$ 32.00
10/13/2009	AP	00000254324	CARTERS FOOD CENTER	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 53.89
10/13/2009	AP	00000254325	CASE CREDIT	REPAIRS AND MAINT SUPPLIES	588-699-726.050	\$ 341.45
10/13/2009	AP	00000254326	CATHY VROMAN	CAMPING REFUND	208-440-652.050	\$ 36.00
10/13/2009	AP	00000254327	CDM MOBILE SHREDDING, LLC	SHRED SECURITY CONSOLE	101-267-920.410	\$ 45.00
10/13/2009	AP	00000254328	CDW GOVERNMENT INC	PROPERTY - COMPUTER	266-901-970.440	\$ 5,134.67

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10/13/2009	AP	00000254329	CHARLES KLEE	P/C MTG 9-21-09	101-721-703.040	\$ 40.00
				MILAGE	101-721-930.500	\$ 4.80
						\$ 44.80
10/13/2009	AP	00000254330	CHARLTON TOWNSHIP	SUPPLIES - GENERAL	101-262-726.000	\$ 622.39
10/13/2009	AP	00000254331	CHERRY LAN SYSTEMS INC	SERVICE CONTRACTS	101-215-920.410	\$ 272.25
				SERVICE CONTRACTS	256-215-920.410	\$ 816.75
						\$ 1,089.00
10/13/2009	AP	00000254332	CHERYL HORSELL	PUMPKINS	208-751-726.000	\$ 200.00
10/13/2009	AP	00000254333	CHESTER TOWNSHIP TREASUER	SUPPLIES - GENERAL	101-262-726.000	\$ 438.00
10/13/2009	AP	00000254334	CHUCKS ELECTRIC OF GAYLORD	1920	208-751-726.050	\$ 79.00
				REPAIR LIGHTS	212-430-726.050	\$ 50.00
						\$ 129.00
10/13/2009	AP	00000254335	CITY OF GAYLORD	WATER BILL	208-752-920.200	\$ 38.40
10/13/2009	AP	00000254336	CLASSICE PLUMBING	DJ	208-751-726.000	\$ 400.00
				REMOVE BALLEST	208-751-726.050	\$ 100.00
						\$ 500.00
10/13/2009	AP	00000254337	CONSUMERS ENERGY	LIBKE ELECTRIC	208-751-930.620	\$ 149.91
				CENTER ELECTRIC	208-752-930.620	\$ 216.47
				ELECTRICITY	588-699-930.620	\$ 1,761.81
				ELECTRICITY	637-265-930.620	\$ 25.98
						\$ 2,154.17
10/13/2009	AP	00000254338	COOK, JAMES W & LAURIE A	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 50.00
10/13/2009	AP	00000254339	CORNWELL TOOLS	REPAIRS AND MAINT SUPPLIES	588-699-726.050	\$ 206.48
10/13/2009	AP	00000254340	CUMMINGS, MCCLOREY, DAVIS & ACHO P PROFESSIONAL SVCS		260-130-801.025	\$ 1,257.86
10/13/2009	AP	00000254341	CUMMINS BRIDGEWAY	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 200.00



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10/13/2009	AP	00000254355	DUNNS	SUPPLIES INVENTORY	101-000-106.000	\$ 322.93
				659959	101-131-726.000	\$ 402.15
				RENTAL - EQUIP/VEHICLES	101-131-920.520	\$ 84.53
				660043	101-133-726.000	\$ 8.31
				LARGE RUBBERBANDS	101-267-726.000	\$ 4.36
				SERVICE CONTRACTS	101-864-920.410	\$ 867.20
				WORK CAMP SUPPLIES	205-301-726.000	\$ 31.76
				PAPER	208-751-726.000	\$ 207.06
				OFFICE SUPPLIES	281-537-726.000	\$ 39.93
				SUPPLIES - GENERAL	588-699-726.000	\$ 114.50
				SUPPLIES - JANITORIAL	588-699-726.025	\$ 258.20
						\$ 2,340.93
10/13/2009	AP	00000254356	EDWARDS SIGN STUDIO	PROPERTY - IMPROVEMENTS	499-901-970.300	\$ 1,602.00
10/13/2009	AP	00000254357	ELMIRA TOWNSHIP	SUPPLIES - GENERAL	101-262-726.000	\$ 822.17
10/13/2009	AP	00000254358	EMMET CO. PROSECUTING ATTORNEY	IRELAN MENTAL HRG	101-267-801.020	\$ 100.00
10/13/2009	AP	00000254359	EMPIRIC SOLUTIONS INC	PROFESSIONAL	101-131-801.020	\$ 1,240.00
				OUTSIDE CONTRACTED SERVICES	101-131-940.010	\$ 855.53
				OUTSIDE CONTRACTED SERVICES	101-141-940.010	\$ 28.05
				PROFESSIONAL	101-228-801.020	\$ 465.33
				TECHNICAL SVCS	101-228-801.030	\$ 1,940.00
				REPAIRS AND MAINTENANCE SVCS	101-253-920.400	\$ 42.00
				SERVICE CONTRACTS	101-301-920.410	\$ 49.67
				SERVICE CONTRACTS	101-351-920.410	\$ 8.00
				OUTSIDE CONTRACTED SERVICES	215-141-940.010	\$ 4.95
				PROPERTY - COMPUTER	266-901-970.440	\$ 406.67
				OUTSIDE CONTRACTED SERVICES	281-537-940.010	\$ 166.00
						\$ 5,206.20
10/13/2009	AP	00000254360	ENERVEST	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 14.00
10/13/2009	AP	00000254361	FORWARD CORPORATION	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 125.00





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10/13/2009	AP	00000254386	INSTITUTE OF CONTINUING LEGAL EDUCA	BOOKS AND PERIODICALS	269-145-726.200	\$ 84.00
10/13/2009	AP	00000254387	JAMES J. PHILLIPS	PROBATE ATTORNEY FEES	101-131-801.022	\$ 75.00
10/13/2009	AP	00000254388	JANIS PIASECKI	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 85.00
10/13/2009	AP	00000254389	JERRICA EVANS	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 178.00
10/13/2009	AP	00000254390	JERRY MILLER	PARK REFUND	208-440-652.050	\$ 36.00
10/13/2009	AP	00000254391	JIM HILGENDORF	P/C MTG 9-21-09	101-721-703.040	\$ 40.00
				MILAGE	101-721-930.500	\$ 16.00
						\$ 56.00
10/13/2009	AP	00000254392	JIM WERNIG INC	REPAIRS AND MAINT SUPPLIES	588-699-726.050	\$ 222.91
10/13/2009	AP	00000254393	JIMS ALPINE AUTOMOTIVE	REPAIRS AND MAINT SUPPLIES	588-699-726.050	\$ 340.87
10/13/2009	AP	00000254394	JODY SAMKOWIAK	CAMP REFUND	208-440-652.050	\$ 32.00
10/13/2009	AP	00000254395	JOE SMITH	CAMPING REFUND	208-440-652.050	\$ 64.00
10/13/2009	AP	00000254396	JOHN DENISON	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 96.00
10/13/2009	AP	00000254397	JOHNSON OIL COMPANY	CHK TIRE PRESS LIGHT #699	101-301-726.050	\$ 10.00
				O/C WORK CAMP SUPV #698	205-301-726.050	\$ 33.95
				RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 148.27
						\$ 192.22
10/13/2009	AP	00000254398	JON DEMING	PROFESSIONAL	101-648-801.020	\$ 175.00
10/13/2009	AP	00000254399	JOSEPH LEO ALLARD	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 85.00
10/13/2009	AP	00000254400	JUDITH JARECKI	P/C MTG 9-21-09	101-721-703.040	\$ 40.00
				MILAGE	101-721-930.500	\$ 12.40
						\$ 52.40

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10/13/2009	AP	00000254401	JULIE DELANEY	TELEPHONE	101-131-930.210	\$ 30.00
10/13/2009	AP	00000254402	KAMS TOWING	TOW SEIZED VEHICLE	101-301-920.410	\$ 121.00
10/13/2009	AP	00000254403	KENNETH ARNDT	P/C MTG 9-21-09 MILAGE	101-721-703.040 101-721-930.500	\$ 40.00 \$ 3.60 \$ 43.60
10/13/2009	AP	00000254404	KENNETH BORTON	P/C MTG 9-21-09 9-10-09 MILAGE	101-721-703.040 101-721-930.500	\$ 40.00 \$ 32.00 \$ 72.00
10/13/2009	AP	00000254405	KNIGHT CLEANERS	CARPET STEAM CLEANING	281-537-940.010	\$ 70.00
10/13/2009	AP	00000254406	KOHL'S	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 198.50
10/13/2009	AP	00000254407	LAPPANS OF GAYLORD INC	128665 BLADE 128709 BLADES	208-751-726.050 637-265-726.050	\$ 310.25 \$ 80.46 \$ 390.71
10/13/2009	AP	00000254408	LARRY KNOFF	REPAIRS AND MAINT SUPPLIES	637-265-726.050	\$ 1,800.00
10/13/2009	AP	00000254409	LARRY L. SNYDER	PROBATE ATTORNEY FEES	101-131-801.022	\$ 75.00
10/13/2009	AP	00000254410	LARRY WALTER CAMPBELL	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 245.00
10/13/2009	AP	00000254411	LAVERNE HARDEN	9/17 HOUSING PER DIEM 9/17 TRAVEL	233-690-703.040 233-690-930.500	\$ 40.00 \$ 10.40 \$ 50.40
10/13/2009	AP	00000254412	LEROY JENKINS	PARK REFUND	208-440-652.050	\$ 59.00
10/13/2009	AP	00000254413	LOGJAM ENTERPRISES	WOOD AND ICE	208-751-726.000	\$ 229.50
10/13/2009	AP	00000254414	MARCIA HODGE	TRAVEL SVCS OF CARE GIVER	101-131-930.500 101-131-930.830	\$ 9.60 \$ 30.00 \$ 39.60

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10/13/2009	AP	00000254415	MARTIN, CHRISTOPHER	PROFESSIONAL	101-648-801.020	\$ 475.00
				TRAVEL	101-648-930.500	\$ 14.00
						\$ 489.00
10/13/2009	AP	00000254416	MATT BELDING	PARK REFUND	208-440-652.050	\$ 32.00
10/13/2009	AP	00000254417	MAXIMUM SECURITY	INV. 1137762, OCT-DEC '09	101-267-920.410	\$ 89.85
10/13/2009	AP	00000254418	MAXIMUS INC	DHS-286 BILLINGS JUL-SEP	101-267-920.410	\$ 1,000.00
10/13/2009	AP	00000254419	MEIJERS	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 700.00
10/13/2009	AP	00000254420	METROPOLITAN UNIFORM	TWO SHIRTS FOR MOON UNIFORM	101-301-726.046	\$ 146.97
					212-430-726.046	\$ 32.99
						\$ 179.96
10/13/2009	AP	00000254421	MICAMP	GIS DUES	618-447-920.430	\$ 50.00
10/13/2009	AP	00000254422	MICHAEL COLOSIMO	P/C MTG 9-21-09	101-721-703.040	\$ 40.00
				MILAGE	101-721-930.500	\$ 10.00
						\$ 50.00
10/13/2009	AP	00000254423	MICHAEL MANG	P/C MTG 9-21-09	101-721-703.040	\$ 40.00
10/13/2009	AP	00000254424	MICHAEL SALDANA	PROFESSIONAL	101-648-801.020	\$ 225.00
				TRAVEL	101-648-930.500	\$ 3.00
						\$ 228.00
10/13/2009	AP	00000254425	MICHAEL WILLITS	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 12.10
10/13/2009	AP	00000254426	MICHIGAN STATE UNIVERSITY EXTENSION	SALARY & FRINGE	241-621-940.010	\$ 3,640.46
10/13/2009	AP	00000254427	MICHIGAN TRUCK	REPAIRS AND MAINT SUPPLIES	588-699-726.050	\$ 717.28
10/13/2009	AP	00000254428	MID STATES BOLT & SCREW CO	REPAIRS AND MAINT SUPPLIES	588-699-726.050	\$ 3.16

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10/13/2009	AP	00000254429	MIKE RAY	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 15.40
10/13/2009	AP	00000254430	MISTER TS GLASS	REPAIRS AND MAINTENANCE SVCS	588-699-920.400	\$ 114.00
10/13/2009	AP	00000254431	MSU EXTENSION	DUNNS SUPPLIES	101-261-726.000	\$ 59.78
				POSTAGE	101-261-930.450	\$ 130.00
				TRAVEL REIMBURSEMENT	101-261-930.500	\$ 49.88
				COPIER EXPENSES	101-864-920.410	\$ 331.58
				SALARY & SUPPLIES	205-301-704.400	\$ 1,046.02
						\$ 1,617.26
10/13/2009	AP	00000254432	MUSKEGON DEVELOPMENT COMPANY	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 42.01
10/13/2009	AP	00000254433	NATALIE UDEBROCK	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 34.55
10/13/2009	AP	00000254434	NETWORK REPORTING	TOBER TRANSCRIPTS	101-267-726.000	\$ 528.32
10/13/2009	AP	00000254435	NEW CENTURY SIGNS	PATROL VEH GRAPHICS/LABOR	266-901-970.420	\$ 312.73
				GLR/VOR/DME SIGN	281-537-940.000	\$ 40.00
						\$ 352.73
10/13/2009	AP	00000254436	NORTHERN ENERGY, INC	REPAIRS AND MAINT SUPPLIES	588-699-726.050	\$ 1,942.25
10/13/2009	AP	00000254437	NORTHERN IMAGING ASSOCIATES PC	INMATE MED SERV	101-351-930.470	\$ 27.00
10/13/2009	AP	00000254438	NORTHERN MICHIGAN REVIEW	ZBA/ROBERT CONDEN/ADVERTI	101-721-930.300	\$ 63.75
10/13/2009	AP	00000254439	NORTHERN TANK TRUCK SERVICE	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 250.00
10/13/2009	AP	00000254440	NORTHERN TECH SUPPLY	REPAIRS AND MAINT SUPPLIES	588-699-726.050	\$ 21.65
10/13/2009	AP	00000254441	NORTHWEST MICHIGAN COMMUNITY HEA DENTAL SERV		101-351-930.470	\$ 356.00
10/13/2009	AP	00000254442	OMH MEDICAL GROUP & MEDCAR WALKI OUTSIDE CONTRACTED SERVICES		588-699-940.010	\$ 240.00
10/13/2009	AP	00000254443	OTSEGO CO JUDICIAL SYSTM SMART CARD HOSPITALIZATION		101-131-704.110	\$ 40.00

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10/13/2009	AP	00000254444	OTSEGO CO. TOWNSHIP ASSOCIATION	SUPPLIES - GENERAL	101-262-726.000	\$ 318.11
10/13/2009	AP	00000254445	OTSEGO COUNTY	#699 INSTLL SEC CAGE/LGTS	266-901-970.420	\$ 675.00
10/13/2009	AP	00000254446	OTSEGO COUNTY EMS	TRANS	101-351-930.470	\$ 1,000.40
10/13/2009	AP	00000254447	OTSEGO COUNTY HABITAT FOR HUMANIT	HAB#17, DEFERRED LOAN	233-690-940.010	\$ 10,000.00
10/13/2009	AP	00000254448	OTSEGO MEMORIAL HOSPITAL	INMATE MED SERV	101-351-930.470	\$ 30.00
10/13/2009	AP	00000254449	OTWELL MAWBY, P.C.	PROPERTY - IMPROVEMENTS	243-901-970.300	\$ 3,893.00
10/13/2009	AP	00000254450	PANDO LEATHERCRAFT MFG	LEATHER BADGE CLIP	205-301-726.046	\$ 50.00
10/13/2009	AP	00000254451	PAXTON RESOURCES	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 59.52
10/13/2009	AP	00000254452	PHIL DIECK AGENCY	RESTITUTIONS PAYABLE	701-000-271.000	\$ 50.00
10/13/2009	AP	00000254453	PITNEY BOWES GLOBAL FINANCIAL SERV	POSTAGE METER LEASE	249-371-930.450	\$ 217.00
10/13/2009	AP	00000254454	PITNEY BOWES, INC-SUPPLIES	INK, EASY SEAL REFILL BOT	249-371-726.000	\$ 135.12
10/13/2009	AP	00000254455	PROGRESSIVE INSURANCE COMPANY	RESTITUTIONS PAYABLE	701-000-271.000	\$ 50.00
10/13/2009	AP	00000254456	PUMMILL BUSINESS FORMS	TONER	101-257-726.000	\$ 296.67
10/13/2009	AP	00000254457	PURCHASE SALES	6755	208-751-726.000	\$ 361.98
10/13/2009	AP	00000254458	RADIO SHACK	JAIL ADMIN CELL TX ADAPTR	101-351-930.210	\$ 29.98
10/13/2009	AP	00000254459	RANDY STULTS	P/C MTG 9-21-09	101-721-703.040	\$ 40.00
				MILAGE/MUZ/9-17-09	101-721-930.500	\$ 51.20
						\$ 91.20
10/13/2009	AP	00000254460	RDJ SPECIALTIES INC	INV #3409896	261-427-930.300	\$ 92.91

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10/13/2009	AP	00000254461	RELIABLE OFFICE SUPPLIES	SUPPLIES - GENERAL	101-131-726.000	\$ 496.37
				SUPPLIES - GENERAL	101-141-726.000	\$ 197.78
				SUPPLIES - GENERAL	215-141-726.000	\$ 34.90
						\$ 729.05
10/13/2009	AP	00000254462	RESERVE ACCOUNT	SHIPPING AND MAILING	101-131-930.450	\$ 4,217.83
				SHIPPING AND MAILING	101-141-930.450	\$ 875.50
				SHIPPING AND MAILING	101-267-930.450	\$ 266.17
				SHIPPING AND MAILING	215-141-930.450	\$ 154.50
						\$ 5,514.00
10/13/2009	AP	00000254463	RESTAT	INMATE PHARMACY	101-351-726.035	\$ 885.95
10/13/2009	AP	00000254464	RICHARD BLASZCZYK	RESTITUTIONS PAYABLE	701-000-271.000	\$ 41.60
10/13/2009	AP	00000254465	ROBERT KLEE	PARK REFUND	208-440-652.050	\$ 32.00
10/13/2009	AP	00000254466	ROBERT WIXON	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 20.00
10/13/2009	AP	00000254467	ROGER ADAMS	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 15.82
10/13/2009	AP	00000254468	SAFETY-KLEEN	OUTSIDE CONTRACTED SERVICES	588-699-940.010	\$ 121.90
10/13/2009	AP	00000254469	SANE	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 12.50
10/13/2009	AP	00000254470	SARA SCHMIDT	WALMART PURCHASES	101-267-726.000	\$ 27.26
10/13/2009	AP	00000254471	SCIENTIFIC BRAKE & EQUIPMENT COMPAN REPAIRS AND MAINT SUPPLIES		588-699-726.050	\$ 52.00
10/13/2009	AP	00000254472	SCOTT WOODY	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 133.92
10/13/2009	AP	00000254473	SECRETARY OF STATE	DRIVERS LICENSE REINSTATEMENT	701-000-228.030	\$ 510.00
10/13/2009	AP	00000254474	SHELL	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 207.00

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10/13/2009	AP	00000254475	SHERRY FORBES	SUPPLIES - JANITORIAL	101-131-726.025	\$ 150.00
				SUPPLIES - JANITORIAL	101-141-726.025	\$ 127.50
				SUPPLIES - JANITORIAL	215-141-726.025	\$ 22.50
						\$ 300.00
10/13/2009	AP	00000254476	SHERWIN WILLIAMS	5387-3	637-265-726.050	\$ 42.97
10/13/2009	AP	00000254477	SPARTAN SEWER & SEPTIC TANK SERVICE	JAIL AUGER LINE	101-351-920.400	\$ 175.00
				95867	208-751-920.200	\$ 150.00
						\$ 325.00
10/13/2009	AP	00000254478	SPARTAN STORES INC	96627	208-751-726.000	\$ 287.02
				886634 WORKS	208-752-726.025	\$ 11.10
						\$ 298.12
10/13/2009	AP	00000254479	SRW, INC	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 59.52
10/13/2009	AP	00000254480	STANDARD ELECTRIC COMPANY	REPAIRS AND MAINT SUPPLIES	588-699-726.050	\$ 5.37
				547814-00	637-265-726.050	\$ 397.30
						\$ 402.67
10/13/2009	AP	00000254481	STAPLES BUSINESS ADVANTAGE	SUPPLIES - GENERAL	101-131-726.000	\$ 609.44
10/13/2009	AP	00000254482	STATE BAR OF MICHIGAN	MEMBERSHIP AND DUES	101-131-930.600	\$ 485.00
10/13/2009	AP	00000254483	STATE BAR OF MICHIGAN	MEMBERSHIP AND DUES	101-131-930.600	\$ 315.00
10/13/2009	AP	00000254484	STATE BAR OF MICHIGAN	MEMBERSHIP AND DUES	101-131-930.600	\$ 335.00
10/13/2009	AP	00000254485	STATE BAR OF MICHIGAN	P.A. BAR DUES 2009-2010	101-267-930.600	\$ 1,005.00
10/13/2009	AP	00000254486	STATE OF MICHIGAN	DATA/NETWORK SVCS	101-132-930.240	\$ 1,750.00
10/13/2009	AP	00000254487	STATE OF MICHIGAN	DATA/NETWORK SVCS	101-132-930.240	\$ 1,750.00
10/13/2009	AP	00000254488	STATE OF MICHIGAN	STATE SURVEY AND REMON	701-000-228.040	\$ 5,973.04

Date	Bank	Check	Payee	Description	GL #	AMT
10/13/2009	AP	00000254489	STATE OF MICHIGAN	STATE CNSRVTN CSTS LQDTN DMG	701-000-228.020	\$ 40.00
				CRIME VICTIM RIGHTS FUNDS	701-000-228.037	\$ 1,389.69
				STATE COURT FUND	701-000-228.042	\$ 224.00
				JUROR COMPENSATION REIMBURSE	701-000-228.057	\$ 520.00
				CIVIL FILING FEE FUND	701-000-228.058	\$ 5,061.00
				JUSTICE SYSTEM FUND	701-000-228.059	\$ 20,172.52
						\$ 27,407.21
10/13/2009	AP	00000254490	STATE OF MICHIGAN	CRIME VICTIM RIGHTS FUNDS	701-000-228.037	\$ 319.23
				STATE COURT FUND	701-000-228.042	\$ 280.00
				JUROR COMPENSATION REIMBURSE	701-000-228.057	\$ 50.00
				CIVIL FILING FEE FUND	701-000-228.058	\$ 1,190.00
				JUSTICE SYSTEM FUND	701-000-228.059	\$ 426.19
				ATTORNEY GEN OPERATIONS FUND	701-000-228.060	\$ 70.00
						\$ 2,335.42
10/13/2009	AP	00000254491	STATE OF MICHIGAN	PROBATE COURT SHARED FEES	701-000-228.006	\$ 2,167.80
				CRIME VICTIM RIGHTS FUNDS	701-000-228.037	\$ 72.00
				STATE COURT FUND	701-000-228.042	\$ 265.00
				CIVIL FILING FEE FUND	701-000-228.058	\$ 1,407.00
				JUSTICE SYSTEM FUND	701-000-228.059	\$ 155.50
						\$ 4,067.30
10/13/2009	AP	00000254492	STATE OF MICHIGAN	BLR0674429	637-265-920.410	\$ 190.00
10/13/2009	AP	00000254493	STEVE RIOZZI	9/17 HOUSING PER DIEM	233-690-703.040	\$ 40.00
10/13/2009	AP	00000254494	SYN-TECH SYSTEMS	STANDARD MAINT	281-537-940.010	\$ 1,092.26
10/13/2009	AP	00000254495	TELEPHONE SUPPORT SYSTEMS INC	REPAIRS AND MAINTENANCE SVCS	101-131-920.400	\$ 184.00
				789 EXT & 316 VMBOX	101-351-920.410	\$ 92.00
				REPAIRS AND MAINT SUPPLIES	637-265-726.050	\$ 460.00
						\$ 736.00
10/13/2009	AP	00000254496	TERRY CASE	PARK REFUND	208-440-652.050	\$ 16.00
10/13/2009	AP	00000254497	THE BANK OF NORTHERN MICHIGAN	RENTAL - EQUIP/VEHICLES	588-699-920.520	\$ 876.25



Date	Bank	Check	Payee	Description	GL #	AMT
10/13/2009	AP	00000254513	WALGREEN'S	INMATE PHARMACY	101-351-726.035	\$ 58.55
10/13/2009	AP	00000254514	WALKER BROTHERS	REPAIRS AND MAINT SUPPLIES	588-699-726.050	\$ 53.02
				REPAIRS AND MAINTENANCE SVCS	588-699-920.400	\$ 300.55
						\$ 353.57
10/13/2009	AP	00000254515	WALTER LONEY	VA 9/24 MEAL REIMB.	293-689-930.500	\$ 5.85
10/13/2009	AP	00000254516	WASH N GO MANAGEMENT INC	PATROL CAR WASHES	101-301-920.410	\$ 85.00
				EMERGENCY MNGMT VEH	261-427-920.410	\$ 10.00
						\$ 95.00
10/13/2009	AP	00000254517	WASTE MANAGEMENT	0537773-1838-6 PARK TRASH	208-751-920.200	\$ 134.96
				0537774	208-752-920.200	\$ 95.33
				GARAGABE PICK	212-430-920.410	\$ 64.32
				OUTSIDE CONTRACTED SERVICES	588-699-940.010	\$ 88.40
						\$ 383.01
10/13/2009	AP	00000254518	WEST PAYMENT CENTER	AUG '09 INFO CHGS.	101-267-726.200	\$ 595.25
				BOOKS AND PERIODICALS	269-145-726.200	\$ 260.00
						\$ 855.25
10/13/2009	AP	00000254519	WILBER AUTOMOTIVE SUPPLY INC	PARTS	281-537-920.400	\$ 80.80
				SUPPLIES - JANITORIAL	588-699-726.025	\$ 79.41
						\$ 160.21
10/13/2009	AP	00000254520	WMJZ	ADVERTISING	208-751-930.300	\$ 200.00
10/13/2009	AP	00000254521	ZEE MEDICAL	OUTSIDE CONTRACTED SERVICES	588-699-940.010	\$ 14.15

TOTAL FOR FUND 101 GENERAL FUND	\$	35,817.40
TOTAL FOR FUND 205 WORK CAMP	\$	1,497.88
TOTAL FOR FUND 208 PARKS AND RECREATION	\$	4,886.47
TOTAL FOR FUND 212 ANIMAL CONTROL	\$	2,875.88
TOTAL FOR FUND 215 FRIEND OF THE COURT	\$	223.49
TOTAL FOR FUND 233 HUD GRANT FUND	\$	10,090.40
TOTAL FOR FUND 241 GYPSY MOTH CONTROL	\$	3,640.46
TOTAL FOR FUND 243 BROWNFIELD REDEVELOPMENT AUTHORITY	\$	3,893.00
TOTAL FOR FUND 249 BUILDING INSPECTION FUND	\$	585.07
TOTAL FOR FUND 256 REGISTER OF DEEDS AUTOMATION	\$	816.75
TOTAL FOR FUND 260 LEGAL DEFENSE FUND	\$	1,591.23
TOTAL FOR FUND 261 911 SERVICE FUND	\$	715.61
TOTAL FOR FUND 265 DRUG LAW ENFORCEMENT FUND	\$	15.00
TOTAL FOR FUND 266 EQUIPMENT FUND	\$	11,980.82
TOTAL FOR FUND 269 LAW LIBRARY	\$	344.00
TOTAL FOR FUND 281 AIRPORT	\$	1,488.99
TOTAL FOR FUND 292 CHILD CARE FUND	\$	18.72
TOTAL FOR FUND 293 SOLDIERS' RELIEF FUND	\$	5.85
TOTAL FOR FUND 413 ANIMAL SHELTER BLDG FUND	\$	1,150.00
TOTAL FOR FUND 499 CAPITAL PROJECTS FUND	\$	4,602.00
TOTAL FOR FUND 516 DELINQUENT TAX REVOLVING	\$	8,588.00
TOTAL FOR FUND 588 TRANSPORTATION FUND	\$	9,073.60
TOTAL FOR FUND 595 JAIL COMMISSARY	\$	225.00
TOTAL FOR FUND 618 GIS PROJECT AND AERIAL	\$	1,377.54
TOTAL FOR FUND 637 BUILDING AND GROUNDS	\$	6,091.59
TOTAL FOR FUND 701 GENERAL AGENCY	\$	46,431.94
GRAND TOTAL	\$	<u>158,026.69</u>