

June 23, 2015

The regular meeting of the Otsego County Board of Commissioners was held at the County Building, 225 West Main St., Room 100. The meeting was called to order at 9:30 a.m. by Chairman Ken Borton. Invocation by Commissioner Julie Powers-Gehman, followed by the Pledge of Allegiance led by Paul Beachnau.

Roll Call:

Present: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Erma Backenstose,  
Doug Johnson, Ken Borton, Bruce Brown.

Excused: Lee Olsen.

Motion by Commissioner Paul Liss, to approve the regular minutes of June 9, 2015 with attachments Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to approve OCR 15-22 Mortgage discharge of Hubert Natter and Diana Natter.

Roll Call Vote:

Ayes: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Erma Backenstose,  
Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Excused: Lee Olsen.

Motion carried/Resolution adopted. (see attached)

Motion to approve OCR 15-23 Mortgage discharge of Samuel M. Sefton and Natalie L. Sefton.

Roll Call Vote:

Ayes: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Erma Backenstose,  
Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Excused: Lee Olsen.

Motion carried/Resolution adopted. (see attached)

Motion to approve the Parks and Recreation Policy. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the Board/Commission/Committee Appointment policy update. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the Employee Handbook update. Ayes: Unanimous. Motion carried. (see attached)

Motion to allow Melissa FitzGerald, Animal Control Director, to carry her personal firearm on after hours calls subject to annual certification with the Sheriff's Office and to authorize the Administrator to enter into a written agreement with her to that effect. Ayes: Unanimous. Motion carried.

Motion to approve GTP Towers II, LLC Lease Extension. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve FY 2016 Budget calendar. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the transfer of \$4,592 from the Delinquent Tax Revolving Fund (Fund 516) to the Road Commission. Ayes: Unanimous. Motion carried.

Motion to approve FY 2015 (General Fund/Capital Projects) Budget Amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve indigent defense contract. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the reappointment of Pastor Jim Mathis to the Housing Committee for a term ending June 30, 2018. Ayes: Unanimous. Motion carried.

Motion to approve OCR 15-24 Recognition of 2015 Alpenfest Honored Industry-Jay's Sporting Goods.

Roll Call Vote:

Ayes: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Erma Backenstose,  
Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Excused: Lee Olsen.

Motion carried/Resolution adopted. (see attached)

Motion to approve OCR 15-25 Recognition of 2015 Alpenfest der Buergermeister-Judi Doan.

Roll Call Vote:

Ayes: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Erma Backenstose,  
Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Excused: Lee Olsen.

Motion carried/Resolution adopted. (see attached)

Motion to approve OCR 15-26 Recognition of 2015 Alpenfest Parade Marshal-Patti Dobrzelewski.

Roll Call Vote:

Ayes: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Erma Backenstose, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Excused: Lee Olsen.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Paul Beachnau, to enter into closed session at the appropriate time to discuss settlement of pending litigation in accordance with the open meeting act, being MCL 15.268(a)---for consideration of a personnel evaluation.

Roll Call Vote:

Ayes: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Erma Backenstose, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Excused: Lee Olsen.

Motion carried.

Administrator's Report:

John Burt reported on the Community Center renovations; Courthouse plaza project going out for bids; EMS expansion bids out; Foreclosure property cleanup; Dog park area trees and irrigation; Trail extension; Bids for trash collection; Airshow.

Motion by Commissioner Paul Beachnau, to approve the bid from American Waste for trash collection services for a 2 year contract with the low bid of \$1,725 per month/\$20,700 annual in the first year and a 3% increase in the second year. Ayes: Unanimous. Motion carried.

City Liaison, Township and Village Representative:

Roberta Tholl reported on the Road Commission.

Ken Bradstreet reported on the Wolverine Power Plant progress.

Rachel Frisch reported on the May financial reports.

Correspondence:

Commissioner Paul Liss received a letter from Department of Natural Resources.

New Business:

Motion by Commissioner Doug Johnson, to approve the June 16, 2015 Warrant in the amount of \$145,528.48. Ayes: Unanimous. Motion carried.

Motion by Commissioner Bruce Brown, to approve the June 19, 2015 Warrant in the amount of \$1,372.67. Ayes: Unanimous. Motion carried.

Motion by Commissioner Julie Powers-Gehman, to approve the June 23, 2015 Warrant in the amount of \$354,812.77. Ayes: Unanimous. Motion carried.

Motion by Paul Beachnau, to appoint Ken Glasser as County Commissioner for District VI to fill the remainder of the term through December 31, 2016, effective June 24, 2015. Ayes: Unanimous. Motion carried.

Entered into closed session at 10:10 a.m.  
Returned to open session at 10:35 a.m.

Motion by Commissioner Paul Liss, to approve the Employment Contract with John Burt as discussed in the closed session along with any associated budget amendment and to authorize the Personnel Committee to negotiate and approve new agreements for the Human Resources Director and Finance Director positions as discussed in closed session. Ayes: Unanimous. Motion carried.

Public Comment:

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Paul Beachnau reported on the Livingston Township meeting.

Commissioner Julie Powers-Gehman reported on the City Council meeting.

Commissioner Erma Backenstose reported on the County roads; splash pad in Otsego Lake Township.

Commissioner Paul Liss reported on the Corwith Township Hall Construction.

Commissioner Bruce Brown reported on the Sportsplex, Airshow.

Commissioner Doug Johnson had no report.

Commissioner Ken Borton will be attending the MAC Board of Directors meeting on Friday June 26, 2015.

Meeting adjourned at 10:47 a.m.

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Kenneth C. Borton Chairman

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Susan I. DeFeyer, Otsego County Clerk

**RESOLUTION NO. OCR 15-22**  
**AUTHORIZING RESOLUTION**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
June 23, 2015

**WHEREAS**, the Otsego County Board of Commissioners is the owner of a property located at 252 West Main Street, Gaylord, Michigan 49735 and has a mortgage recorded in the office of the Register of Deeds for Otsego County Michigan, in Liber 1231, Pages 420-423 in the name Hubert Natter and Diana Natter, husband and wife and

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

**RESOLVED**, that Otsego County hereby issues a DISCHARGE OF MORTGAGE to Hubert Natter and Diana Natter, husband and wife, and be it further

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

**RESOLUTION NO. OCR 15-23**  
**AUTHORIZING RESOLUTION**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
June 23, 2015

**WHEREAS**, the Otsego County Board of Commissioners is the owner of a property located at 7383 Wausau Trall, Gaylord, Michigan 49735 and has a mortgage recorded in the office of the Register of Deeds for Otsego County Michigan, in Liber 1162, Pages 504-517 in the name Samuel M. Sefton and Natalie L. Sefton, husband and wife and

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

**RESOLVED**, that Otsego County hereby issues a DISCHARGE OF MORTGAGE to Samuel M. Sefton and Natalie L. Sefton, husband and wife, and be it further

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



## Parks and Recreation Policy

### PURPOSE

The purpose of this policy is to define the process and procedures involved with the management and funding of the Otsego County Parks and Recreation department.

### POLICY

#### 1. General

- a. The County Administrator shall have direct oversight and supervision over the position of Parks and Recreation Director, including, the responsibility of hiring and termination.
- b. The Parks and Recreation Director shall have the following duties:
  - i. Oversight and supervision over all other Parks and Recreation employees including the responsibility of hiring and termination.
  - ii. Serve as staff to the Parks and Recreation Commission.
  - iii. Establish Department procedures.
  - iv. Recommend policies to the Parks and Recreation Commission.
  - v. Preparation of draft budgets for the Parks & Recreation Commission.
  - vi. Approval of budget amendments not involving personnel line items or a reduction of fund balance, and those that involve only one budget.
  - vii. Approval of purchases up to \$500 if authorized in the budget.
  - viii. Uphold all financial practices and policies of the County and be responsible for protecting all incoming funds by adhering to a strong internal control system as well as physically safeguarding all monies collected.
- c. The Parks and Recreation Commission shall have the following duties:
  - i. General caretaking of parks buildings and grounds in conjunction with the County Administrator and Board of Commissioners.

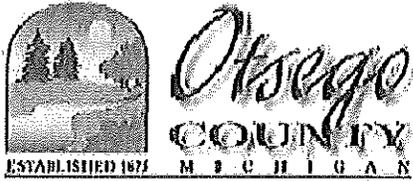
- ii. General oversight of adopted budget in conjunction with the Parks and Recreation Director.
  - iii. Recommend budgets to the County Administrator and the Board of Commissioners.
  - iv. Recommend budget amendments to the County Administrator and the Board of Commissioners.
  - v. Approval of Parks and Rec Policies that do not contradict Board Policies with Administration Department review and approval.
  - vi. Recommend fee changes to the County Administrator and the Board of Commissioners.
  - vii. The Parks and Recreation Commission does not have direct oversight over any County employee.
  - viii. Uphold all financial practices and policies of the County and be responsible for protecting all incoming funds by adhering to a strong internal control system as well as physically safeguarding all monies collected.
- d. The County Administrator shall have the following duties as it relates to Parks and Recreation:
- i. Direct oversight and supervision of the Parks and Recreation Director position including the responsibility of hiring and termination.
  - ii. Reviews and recommend changes to countywide policies prior to discussion by the Board of Commissioners.
  - iii. Approval of Department-level policies.
  - iv. Reviews and make changes to recommended budgets prior to Budget & Finance Committee review and Board of Commissioners approval.
  - v. Supervise and control over all County buildings and grounds on behalf of the Board of Commissioners including approval and management of capital projects.
  - vi. As Chief Financial Officer of the County, the Administrator, in conjunction with the Finance Director, shall establish, review, and make changes to procedures and policies regarding the financial practices of all County departments.
- e. The County Board of Commissioners shall have the following duties as it relates to Parks and Recreation:
- i. Approval of budgets.
  - ii. Approval of any budget amendments involving multiple funds, changes to fund balance, or personnel line items.

- iii. Approval of changes to staff positions and the addition of new staff positions.
- iv. Approval and revision of policies.
- v. Approval of all fees.
- vi. Approval of all new contracts, and renewal of contracts with significant changes.
- vii. Approval of grants with funding match requirements.

## 2. Louis M. Groen Nature Preserve

- a. All revenues from the Louis M. Groen Charitable Trust, as well as revenues from other sources related to the Louis M. Groen Nature preserve, shall be deposited in the Groen Nature Preserve Funds.
- b. The Groen Visioning Committee shall provide input and recommendations concerning long-range planning for the Preserve.
- c. Plans for new construction, or for repairs/alterations over \$200,000 must be presented to the Otsego County Planning Commission for input and recommendations.
- d. The Parks and Recreation Department, including its Director and Commission, shall have general oversight over expenditures from the Groen Nature Preserve Fund, subject to County Policies. Capital outlay expenditures shall be approved by the County Administrator.
- e. General management of the Louis M. Groen Nature Preserve shall be under the general direction of the Parks and Recreation Director and the Commission, subject to County Policies. The County Administrator has supervision and control over all County buildings and grounds including approval and management of capital projects.
- f. Policies related to the Nature Preserve must be approved by the County Administrator with input from the Parks and Recreation Commission.

This policy incorporates and replaces the previously approved Louis M. Groen Nature Preserve Policy.



## Board / Commission / Committee Appointment Policy

### PURPOSE

Boards, Commissions and Committees (Committees) are created, either through mandate or the will of the Otsego County Board of Commissioners, to aid them in the policy development and decision-making process. It is the intent of the Board to solicit public interest and to establish a fair and equitable procedure for appointments, reappointments or replacement of members to County Committees.

### POLICY

1. The term of office for all appointments to committees shall begin on January 1, except as otherwise required by law.
2. County Commissioners may be appointed to serve on committees where such service is not prohibited by law or is mandated by law. Commissioners appointed to serve on committees shall be appointed annually and shall be deemed to serve by virtue of their position as County Commissioner. For such Commissioners, such appointment shall continue only so long as the Commissioner continues in office. At the point a Commissioner so appointed vacates the office of County Commissioner, all appointments enjoyed by virtue of that office shall also terminate.
3. Open positions, including openings due to term expirations or mid-term resignations, on committees shall be posted on the County's website for a period of four weeks prior to the Board of Commissioners taking action on a position. Such postings will list the deadline for applying for open positions. ~~Open positions will also be announced at a regular County Board meeting, four weeks prior to the Board of Commissioners taking action on a position.~~
4. Citizens who are already serving on a committee, and whose terms are expiring will be notified of the expiration of their term approximately six weeks prior to the date of term expiration. They will be required to submit a letter of interest as to whether or not they wish to continue serving on said board. If a letter is not received from the individual whose term is expiring, it will be assumed that the individual no longer wishes to serve on this committee.
5. Vacancies prior to the expiration of a term will be viewed as new appointments and the procedure outline in item 3 will be followed. The appointment of a position due to a mid-term opening will be for the remainder of the original term. All resignations should be submitted in writing to the Board of Commissioners.

6. All applications received prior to the established deadline will be forwarded to the respective committee to review for recommendation to the Board of County Commissioners. Applications received after the deadline, but before the position is filled, may be considered at the Board of Commissioner's discretion. The Board will consider the committee's recommendation and appoint an individual to serve on the committee. All appointees must be residents and registered voters in Otsego County prior to the time the appointment is made. An exception to the residency requirement may be given in the case when no County resident could be found at the time of the initial appointment to the open position. The residency requirement will be waived for additional terms for individuals appointed in these circumstances.
7. After the appointment is made, all individuals who submitted applications will receive notification from the County Administrator's office advising whether or not they were selected for the particular position for which they indicated an interest.
8. Alternate County committee members, where alternate membership slots are provided, shall be appointed in the same manner as set forth in this policy.
9. All members appointed by the Board to serve on various committees are expected to attend each and every meeting of the committee. If a member is absent from three or more meetings of the committee in a calendar year, the Board of County Commissioners may consider removal of such members.
10. A member appointed by the Board to serve on a committee may be removed by the Board for any reason via a majority vote of the Board. ~~for misfeasance, malfeasance, or nonfeasance in office upon written charges and after a public hearing. Failure of a member to disqualify himself or herself from a vote in which the member has a conflict of interest constitutes malfeasance in office. For the purposes of this policy, the following definitions shall be used:~~
  - ~~Misfeasance: Improper and unlawful execution of an act that in itself is lawful and proper.~~
  - ~~Malfeasance: The commission of a wrongful or illegal act.~~
  - ~~Nonfeasance: The intentional failure to perform a required duty or obligation.~~
11. All Appointments to the Otsego County Planning Commission shall be in compliance with MCL 125.3815 and the Otsego County Planning Commission Ordinance of 2011 being Ordinance 2011-1, in addition to this Otsego County Board/Commission/Committee Appointment Policy.
12. All Appointments to the Otsego County Zoning Board of Appeals shall be in compliance with MCL 125.3601, the Otsego County Zoning Ordinance Article 23 – Board of Zoning Appeals, in addition to this Otsego County

Board/Commission/Committee Appointment Policy.

13. All appointments to the Otsego County Parks and Recreation Commission shall be in compliance with MCL 46.351 in addition to this Otsego County Board/Commission/Committee Appointment Policy.
14. All appointments to the Otsego County Veteran's Affairs Committee shall be in compliance with MCL 36.621 in addition to this Otsego County Board/Commission/Committee Appointment Policy.
15. All appointments to the Otsego County Brownfield Redevelopment Authority shall be in compliance with MCL 125.2655 in addition to this Otsego County Board/Commission/Committee Appointment Policy.
16. All appointments to the Otsego County Construction Board of Appeals shall be in compliance with MCL 125.1514 in addition to this Otsego County Board/Commission/Committee Appointment Policy.
17. Appointment of the Otsego County Medical Examiner shall be in compliance with MCL 52.201 in addition to this Otsego County Board/Commission/Committee Appointment Policy.
18. All Appointments shall be made in accordance with any applicable laws.
19. Where there is a conflict between the Board/Commission/Appointment Policy and Michigan Law, Michigan Law shall govern and the inconsistent provision of the Policy shall be null and void and considered severed, leaving the remaining Policy in full effect.

## SALARIED EMPLOYEES OF OTSEGO COUNTY

Salaried employees are paid their salary over the course of 26 pays during the calendar year. Gross pay each pay period is calculated by taking the salary amount divided by 26. Gross pay is not calculated based on pay period dates or hours worked. *\*In years when there are 27 pays in a year, 27 will be used in the calculations.*

When a salaried employee is hired, his or her gross pay for each pay period is set at the salary for a full year, and the first pay is adjusted to reflect the actual percentage of the year worked.

For example, if a salaried employee is hired on May 1<sup>st</sup>, for a salary of \$40,000 per year, the first paycheck for that employee would be calculated as follows:

With a hire date of May 1<sup>st</sup>, the employee will work 245/365 days that year, or 67% of the year.  
The total salary the employee will earn is  $\$40,000 * 67\% = \$26,800$ .  
 $\$40,000/26$  pays = \$1,538.46 gross pay each pay period.  
There would be 18 pays remaining in that year, 17 of which will have a gross pay of the \$1,538.46, which will total \$26,153.82.  
The amount of the first paycheck will be the total amount to be earned that year of \$26,800 – the amount earned on subsequent paychecks of \$26,153.82 = \$646.18

When a salaried employee terminates employment with Otsego County mid-year, the employee's final paycheck is adjusted to reflect the percentage of the year worked.

For example, if a salaried employee terminates employment on March 31<sup>st</sup>, and had an annual salary of \$40,000, the final paycheck for that employee would be calculated as follows:

Through March 31<sup>st</sup>, the employee has worked 90/365 days that year, or 25% of the year.  
The total salary the employee earned is  $\$40,000 * 25\% = \$10,000$ .  
 $\$40,000/26$  pays = \$1,538.46 gross pay each pay period.  
The employee would have received 7 paychecks through March 31<sup>st</sup>,  $\$1,538.46 * 7 = \$10,769.22$ .  
Due to the timing of the paychecks, the employee has actually been overpaid as of March 31<sup>st</sup> by \$769.22.  
The overpayment will be subtracted from any leave banks that will be paid out upon termination.

## THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "*Amendment*") is made effective as of the latter signature date hereof (the "*Effective Date*") by and between County of Otsego, Michigan ("*Landlord*") and GTP Towers II, LLC, a Delaware limited liability company ("*Tenant*") (Landlord and Tenant being collectively referred to herein as the "*Parties*").

### RECITALS

WHEREAS, Landlord owns the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "*Parent Parcel*"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Site Lease dated October 3, 1991 and Tower Site License Agreement dated June 3, 2010 (as the same may have been amended, collectively, the "*Lease*"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and, if applicable, easements for guy wires and guy anchors, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "*Leased Premises*"), which Leased Premises are also described on Exhibit A; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Lease Term Extended.** Notwithstanding anything to the contrary contained in this Amendment or in the Lease, the Parties agree that the Lease originally commenced on October 1, 1991. Tenant shall have the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "*New Renewal Term*" and, collectively, the "*New Renewal Terms*"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease, taking into account all existing renewal term(s) (each an "*Existing Renewal Term*" and, collectively, the "*Existing Renewal Terms*") available under the Lease. Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than sixty (60) days prior to the expiration of the then current term and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the 60-day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the 60-day cure period) to effect the cure. References in this Amendment to "*Renewal Term*" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as Exhibit B and by this reference made a part hereof (the "*Memorandum*") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.
2. **Rent and Escalation** The Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease is currently and shall remain Five Hundred Eighty-Nine and 96/100 Dollars (\$589.96) per month (the "*Rent*"). Commencing on October 1, 2015 and on each successive annual anniversary thereof (the "*Increase Date*"), Rent due under the Lease will be increased by the percent increase in the Consumer Price Index for all Urban Consumers, U.S. City Average, as published by the

United States Department of Labor Statistics (1982-1984 = 100) (the "*Index*") for the immediately preceding year. As used herein, "preceding year" means the 12-month period ending as of the last day of the full month that is three (3) months prior to the Increase Date. For example, if the rent increase is being determined in connection with an Increase Date of October 1st, then the 'preceding year' would be the 12-month period ending as of July 31st. If the Index is no longer published, then a comparable index, which measures inflationary factors, and the corresponding decrease in the purchasing power of U. S. Dollar, shall be selected by Tenant and the Index adjustment shall be based upon such Index. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to Otsego County.

3. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined). If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "*Third Party Competitor*") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "*Offer*"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
4. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and

warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 225 W. Main Street, Suite 203, Gaylord, MI 49735; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
6. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
7. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
8. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

[SIGNATURES FOLLOW ON NEXT PAGE]

**LANDLORD:**

**County of Otsego, Michigan**

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

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

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

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

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

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

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

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

**[SIGNATURES CONTINUE ON NEXT PAGE]**

Site No: 372257  
Site Name: Gaylord, MI

**TENANT:**

**GTP Towers II, LLC**  
a Delaware limited liability company

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

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

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

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

Site No: 372257  
Site Name: Gaylord, MI

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

A PARCEL OF LAND ON PART OF THE SW 1/4 OF SECTION 27, T31N-R3W, LIVINGSTON TOWNSHIP, OTSEGO COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SW CORNER OF SAID SECTION 27; THENCE N00°01'03"E, 1708.32' ALONG THE WEST LINE OF SAID SECTION 27 AND CENTERLINE OF HIGHWAY US 27; THENCE S89°58'57"E, 1852.83' TO THE POINT OF BEGINNING; THENCE N00°01'03"W, 450.00'; THENCE S89°58'57"E, APPROXIMATELY 804' TO THE N-S 1/4 LINE OF SAID SECTION 27; THENCE SOUTHERLY, APPROXIMATELY 652' ALONG SAID N-S 1/4 LINE; THENCE N89°58'57"W, APPROXIMATELY 345' TO INTERSECT A PREVIOUSLY DESCRIBED EASEMENT; THENCE N00°01'03"E, 202.00'; THENCE N89°58'57"W, 459.76' TO THE POINT OF BEGINNING.

**LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and, if applicable, easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The Square footage of the Leased Premises shall be the greater of: (i) 509 square feet; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, T31N-R3W, LIVINGSTON TOWNSHIP, OTSEGO COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 27; THENCE N00°04'02"W ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION A DISTANCE OF 1,708.50 FEET; THENCE S89°58'08"W A DISTANCE OF 33.00 FEET; THENCE N89°49'39"W A DISTANCE OF 283.20 FEET; THENCE S89°47'27"W A DISTANCE OF 170.11 FEET; THENCE N00°45'16"E ALONG THE EASTERLY LINE OF AN EXISTING BUILDING AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 128.91 FEET TO THE NORTHEAST CORNER OF SAID BUILDING AND THE POINT OF BEGINNING; THENCE S00°45'16"W ALONG SAID BUILDING LINE A DISTANCE OF 20.70 FEET; THENCE N89°11'48"W A DISTANCE OF 28.75 FEET; THENCE N00°45'16"E A DISTANCE OF 13.85 FEET; THENCE S89°11'48"E A DISTANCE OF 6.50 FEET; THENCE N00°45'16"E A DISTANCE OF 8.65 FEET TO THE NORTH LINE OF SAID BUILDING; THENCE S89°11'48"E ALONG SAID NORTH LINE A DISTANCE OF 20.25 FEET TO THE POINT OF BEGINNING. DESCRIBED LEASE CONTAINS 609 SQUARE FEET OR 0.012 ACRE

#### ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

A THIRTY (30) FOOT WIDE EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, T31N-R5W, LIVINGSTON TOWNSHIP, OTSEGO COUNTY, MICHIGAN, HAVING A SOUTHERLY AND WESTERLY LINE DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 27; THENCE N00°04'52"W ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION A DISTANCE OF 1,700.60 FEET; THENCE S89°58'08"W A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST LINE OF HAYES ROAD AND THE POINT OF BEGINNING; THENCE N84°40'38"W A DISTANCE OF 283.30 FEET; THENCE S88°47'27"W A DISTANCE OF 170.11 FEET TO A POINT WHERE SAID EASEMENT BECOMES 50 FEET WIDE; THENCE N00°45'18"E ALONG THE EASTERLY LINE OF AN EXISTING BUILDING AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 126.91 FEET TO THE NORTHEAST CORNER OF SAID BUILDING AND THE POINT OF ENDING. THE SIDELINES OF SAID EASEMENT ARE LENGTHENED AND/OR SHORTENED TO BEGIN AT THE WEST RIGHT OF WAY LINE OF HAYES ROAD AND TERMINATE AT THE NORTHERLY LINE OF THE ABOVE DESCRIBED LEASE AREA AND THE EASTERLY EXTENSION THEREOF.

**EXHIBIT B**

**FORM OF MEMORANDUM OF LEASE**

Site No: 372257  
Site Name: Gaylord, MI

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/John J. Sullivan, Esq.  
ATC Site No: 372257  
ATC Site Name: Gaylord, MI  
Assessor's Parcel No(s): 080-027-300-005-00

---

**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "*Memorandum*") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by and between County of Otsego, Michigan ("*Landlord*") and GTP Towers II, LLC, a Delaware limited liability company ("*Tenant*").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in Exhibit A attached hereto and by this reference made a part hereof (the "*Parent Parcel*"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Site Lease, dated October 3, 1991 and Tower Site License Agreement dated June 3, 2010 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "*Lease*"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and, if applicable, easements for guy wires and guy anchors, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "*Leased Premises*"), which Leased Premises is also described on Exhibit A.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be September 30, 2061. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on Exhibit A with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

Site No: 372257  
Site Name: Gaylord, MI

4. Right of First Refusal. There is a right of first refusal in the Lease.
5. Effect/Miscellaneous. This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. Notices. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 225 W. Main Street, Suite 203, Gaylord, MI 49735, To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. Counterparts. This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. Governing Law. This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

Site No: 372257  
Site Name: Gaylord, MI

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

LANDLORD

2 WITNESSES

County of Otsego, Michigan

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

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

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

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

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

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

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

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

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the Instrument, the person(s) or the entity upon which the person(s) acted, executed the Instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

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

My commission expires: \_\_\_\_\_

[SEAL]

*[SIGNATURES CONTINUE ON NEXT PAGE]*

**TENANT**

**WITNESS**

**GTP Towers II, LLC**  
a Delaware limited liability company

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

Site No: 372257  
Site Name: Gaylord, MI

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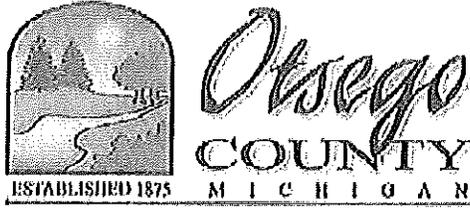
Site No: 372257  
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Site No: 372257  
Site Name: Gaylord, MI



## FISCAL YEAR 2016 BUDGET CALENDAR

<u>2015</u>	
June 23	Board approve calendar
July 17	Finance Director prepares budget packets for distribution to departments. Management Team members also asked to complete narratives, strategic plans, staff justification forms, and equipment request lists using designated format.
August 21	Departments submit completed budget requests, narratives, strategic plans, staff justification forms, and equipment lists to the Finance Director.
TBA	Administration staff conducts initial review of department budgets with department heads and elected officials as necessary.
September 1	Component Units Budgets Due to Finance Director (Parks, Library, U Ctr, EMS, Road Cmsn, Cmsn on Aging, Bus, Sportsplex, M-TEC)
September 22	Board Adopts budgets for September 30 year-end finds, Bus and Cmsn on Aging
October 9	Departmental budgets submitted to Board of Commissioners.
October 13	Budget & Finance Cmt Meeting, Budget Workshop – 1:30 p.m., Room 212
October 20	Budget & Finance Cmt Meeting, Budget Workshop – 1:30 p.m., Room 212
October 27	Budget & Finance Cmt Meeting, Budget Workshop – 1:30 p.m., Room 212
November 3	Budget & Finance Cmt Meeting, Budget Workshop – 1:30 p.m., Room 212
November 10	Budget & Finance Cmt Meeting, Budget Workshop – 1:30 p.m., Room 212
November 17&20	Public Hearing notices published in Gaylord Herald Times
November 18	Budget to Otsego County Clerk's Office and Online, Available for Public Review
November 24	Board holds Truth-In-Taxation hearing and Public Hearing on the Budget. Adopts General Appropriations Act resolution.

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



## OTSEGO COUNTY BUDGET AMENDMENT

### FUND/DEPARTMENT: Contingency/Capital Projects

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**    Courtroom Study

Account Number	Decrease	Increase
499-050-699.030 Transfer In	\$	\$7,000
-            -	\$	\$
-            -	\$	\$
-            -	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>

**EXPENDITURE**

Account Number	Increase	Decrease
101-941-999.990 Contingency	\$	\$7,000
101-972-999.000 Transfer to Capital Projects Fund	\$7,000	\$
499-901-970.300 Property Improvements	\$7,000	\$
-            -	\$	\$
-            -	\$	\$
-            -	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>

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

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

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

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

46<sup>th</sup> CIRCUIT COURT OTSEGO DEFENSE CONTRACT  
87-A DISTRICT COURT OTSEGO DEFENSE CONTRACT  
OTSEGO COUNTY PROBATE COURT DEFENSE CONTRACT

August 1, 2015 -- July 31, 2019

The undersigned agree as follows:

1. That Gary L. Gelow, (hereinafter "Contract Administrator") shall provide legal representation to all indigent parties charged with offenses cognizable in the Otsego County Court system (understood by all parties to include the circuit, district, and probate courts of Otsego County Michigan only) pursuant to MCR 6.101. Further, the Contract Administrator shall provide representation to all minors whose parents or guardians are indigent and who are charged with criminal offenses. Further, the Contract Administrator shall provide representation to all parties who are indigent and are involved in a matter or allegation of abuse and/or neglect of a minor child, or who are involved in protective proceedings (DD, MI, LIP, etc.). Legal representation shall be provided by and through the Contract Administrator through a series of subcontractors with various attorneys and/or law firms. The Otsego County Courts, by and through its Chief Judges, retains the right to approve or reject any of the subcontractors tendered by and through this instant agreement.
2. The Otsego County Courts, by and through its Chief Judges, does hereby agree that the Contract Administrator shall be compensated at the rate of **Eleven thousand, nine hundred, forty dollars and 67/100 (\$11,940.67)** per month for the term of August 1, 2015, through July 31, 2016, for the services provided in #1 above.
3. The Otsego County Courts, by and through its Chief Judges, does hereby agree that the Contract Administrator shall be compensated at the rate of **Twelve thousand, sixty dollars and**

08/100 (\$12,060.08) per month for the term of August 1, 2016, through July 31, 2017, for the services provided in #1 above.

4. The Otsego County Courts, by and through its Chief Judges, does hereby agree that the Contract Administrator shall be compensated at the rate of twelve thousand, one hundred, eighty dollars and 68/100 (\$12,180.68) dollars per month for the term of August 1, 2017, through July 31, 2018, for the services provided in #1 above.
5. The Otsego County Courts, by and through its Chief Judges, does hereby agree that the Contract Administrator shall be compensated at the rate of twelve thousand, three hundred, two dollars and 49/100 (\$12,302.49) dollars per month for the term of August 1, 2018, through July 31, 2019, for the services provided in #1 above.
6. The monthly payment shall be made in advance, commencing on or about August 1, 2015, and continuing through each and every month thereafter during the term of the contract, based on Otsego County's warrant (check disbursement) schedule.
7. The Contract Administrator shall accept, without further compensation, representation of five indigent parties, per year, who desire to appeal a final disposition of the Otsego County Courts.
8. Court ordered appointment shall, pursuant to the provision of this contract, apply only to those circumstances where Michigan Constitution, Michigan statutes, or Michigan Rules of Court require the appointment of counsel, including probation violation charges.
9. Contract attorneys must resolve conflicts to ensure legal representation is present at the scheduled hearing so the hearing can proceed as scheduled.
10. The Contract Administrator has the affirmative obligation to review an indigent defendant's financial status and advise the appropriate presiding judge in the event the Contract

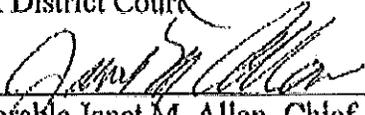
Administrator or any attorney determines that a defendant is not entitled to court appointed counsel for lack of indigency.

11. The parties agree that either party to the instant contract may be cancelled without liability upon ninety (90) days written notice.
12. The contract attorneys shall maintain professional liability insurance in an amount no less than \$400,000 per claim and \$1,000,000 aggregate throughout the term of this contract.
13. The Contract Administrator shall serve as liaison to the Chief Judges of the Otsego County Courts regarding the administration and/or procedural matters involved in the administration of this instant contract.
14. That appointments which are made during the term of this instant contract shall be completed through final disposition without additional compensation irrespective of the cancellation, revocation, or non-renewal of this instant contract.

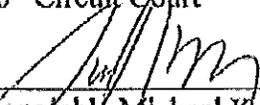
Dated: 6-15-15

  
\_\_\_\_\_  
Honorable Patricia A. Morse, Chief Judge  
87-A District Court

Dated: 6/16/15

  
\_\_\_\_\_  
Honorable Janet M. Allen, Chief Judge  
46<sup>th</sup> Circuit Court

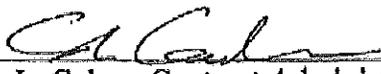
Dated: 6-16-15

  
\_\_\_\_\_  
Honorable Michael K. Cooper, Chief Judge  
Otsego County Probate Court

Dated: \_\_\_\_\_

\_\_\_\_\_  
John Burt, Otsego County Administrator

Dated: 6/12/15

  
\_\_\_\_\_  
Gary L. Gelow, Contract Administrator

National Liability & Fire Insurance Company



DECLARATIONS

Attaching To and Forming a Part of Policy No. 1		Renewal Policy No. :	731PL101134-3		
ITEM 1	<b>NAMED INSURED:</b> Gary L. Gelow Attorney at Law <b>ADDRESS:</b> 1229 Gornick Ave Gaylord, MI 49734-1798				
ITEM 2	<b>PREDECESSOR FIRMS:</b> N/A				
ITEM 3	<b>POLICY PERIOD:</b> From 06/01/2015 To 06/01/2016 Both days at 12:01 a.m. at the mailing address of the Named Insured as shown here.				
ITEM 4	<b>RETROACTIVE DATE:</b> 06/01/1997 This insurance will not apply to any act, error, or omission which occurred prior to the date indicated here.				
ITEM 5	<b>LIMITS OF LIABILITY:</b> PER CLAIM: \$ 500,000 AGGREGATE: \$ 1,000,000				
ITEM 6	<b>DEDUCTIBLE:</b> PER CLAIM: \$ 1,000 AGGREGATE: \$ N/A				
ITEM 7	<b>ANNUAL PREMIUM:</b> \$ 977				
ITEM 8	<b>POLICY FORM:</b> ATY-0001-00-01				
ITEM 9	<b>ENDORSEMENT SCHEDULE:</b> <table border="0"><tr><td><b>FORM NO.</b> ATY-9001-MI-01</td><td><b>ENDORSEMENT NAME</b> Michigan Amendatory Endorsement</td></tr></table>	<b>FORM NO.</b> ATY-9001-MI-01	<b>ENDORSEMENT NAME</b> Michigan Amendatory Endorsement		
<b>FORM NO.</b> ATY-9001-MI-01	<b>ENDORSEMENT NAME</b> Michigan Amendatory Endorsement				
ITEM 10	<b>PRODUCER:</b> L Squared Insurance Agency LLC 5075 Cascade Rd Ste E Grand Rapids, MI 49546-3751				
ITEM 11	<b>IF YOU HAVE QUESTIONS, PLEASE CALL:</b> 1-877-728-8776				

IN WITNESS WHEREOF, we have caused this Policy to be signed by our president and secretary and countersigned where required by law on the Declarations page by our duly authorized representative.

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

Dated: \_\_\_\_\_

**OCR 15-24**  
**Recognition of 2015 Alpenfest Honored Industry – Jay’s Sporting Goods**  
Otsego County Board of Commissioners  
June 23, 2015

**WHEREAS**, Jay’s Sporting Goods is a family-owned business founded in 1968 then incorporated in 1971 by Jay & Arlene Poet of Clare, Michigan; and

**WHEREAS**, they started the business on 7<sup>th</sup> Street in Clare out of the garage at their home where Jay began to invite customers to buy primarily firearms and reloading supplies; and

**WHEREAS**, Jay & Arlene spent countless hours promoting their business while raising two sons, Jeff and J.J. The business started to grow and they needed to expand; and

**WHEREAS**, Jay purchased a site two blocks from their home and by 1974 opened his first commercial storefront, an 8,400 square foot building with 16 parking spaces on East 5<sup>th</sup> Street in Clare. By the late 1980s Jay & Arlene took the next step and purchased a 29-acre hayfield just a couple miles north of downtown Clare on Old 27 near the US-10/127 interchange, where ground was broken in 1987. On July 1, 1988 the Poet family opened the sprawling 72,000 square foot store that still beckons there today; and

**WHEREAS**, after the Clare store opened its doors Jay Poet was diagnosed with cancer, to which he succumbed nine months later in the spring of 1989. Faced with the task of operating the new store without Jay was a huge undertaking for the family, but through their strength and faith they succeeded; and

**WHEREAS**, with the success and the company’s growth they opened a second location in the year 2000 located off I-75 exit 279 in Gaylord which is now located at the newest location on Otsego Avenue; and

**WHEREAS**, the Alpenfest Honors Committee has named Jay’s Sporting Goods as the 2015 Alpenfest Honored Industry; now, therefore, be it

**RESOLVED**, that the County of Otsego recognizes the importance of having a successful family-owned business in our community; and be it further

**RESOLVED**, that the Otsego County Board of Commissioners, hereby congratulates Jay’s Sporting Goods as the recipient of the 2015 Alpenfest Honored Industry.

**OCR 15-25**  
**Recognition of 2015 Alpenfest der Bürgermeister – Judi Doan**  
Otsego County Board of Commissioners  
June 23, 2015

**WHEREAS**, Judi Doan is a native of Wolverine and longtime resident of Gaylord; and

**WHEREAS**, Judi is assistant director of Community Mediation Services, she also is a mediator and teaches mediation classes; and

**WHEREAS**, for more than 25 years she has been involved with the Otsego County Food Pantry and is vice president of the board and pantry statistician; and

**WHEREAS**, Judi's volunteer activities are numerous, she is a member of the Kiwanis Club of Gaylord, where she works weekly with the Terrific Kids program during the school year, she's a past Kiwanis president – three times over, an RSVP volunteer as well as a certified hunter education instructor; and

**WHEREAS**, when Judi isn't volunteering she enjoys sewing, quilting, target shooting with her .22-caliber pistol which in 2007 she tied for eighth nationally; and

**WHEREAS**, the Gaylord Herald Times has named Judi Doan as the 2015 Alpenfest der Bürgermeister; and

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

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

**OCR 15-26**  
**Recognition of 2015 Alpenfest Parade Marshal – Patti Dobrzelewski**  
Otsego County Board of Commissioners  
June 23, 2015

**WHEREAS**, Patti Dobrzelewski is a lifelong resident of Gaylord, and

**WHEREAS**, Patti is an employee of the City of Gaylord, a member of the Alpenfest Board and Gaylord Area Chamber of Commerce; and

**WHEREAS**, Patti is married to her husband, Mike and they have two grown children, Amanda and Patrick, and she recently became the proud grandma of granddaughter, Lucy Lynne; and

**WHEREAS**, in her spare time Patti loves spending it with her family, enjoys gardening and adores her two dogs, Stash and Blue; and

**WHEREAS**, the Alpenfest Board of Directors and the Gaylord Area Chamber of Commerce has named Patti Dobrzelewski the 2015 Alpenfest Parade Marshal; and

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

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