



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, May 10, 2016 beginning at 9:30 a.m., at the County Building at 225 W. Main Street, Room 100, Gaylord, Michigan 49735.

AGENDA

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of Regular Minutes of April 26, 2016 w/attachments and the Special Minutes of May 5, 2016.

Consent Agenda

- A. Construction Board of Appeals Reappointment (Ernst) - Motion to Approve
- B. Construction Board of Appeals Reappointment (Eckert) - Motion to Approve
- C. Per Diem Rate Increase

Administrator's Report

- A. Bid 2016-02 Courthouse Doors and Windows

Department Head Report

- A. Sportsplex - Bill Michaels

City Liaison, Township & Village Representatives

Correspondence

New Business

- A. Financials
 - 1. May 3, 2016 Warrant
 - 2. May 10, 2016 Warrant
- B. OCR 16-16 Police Memorial Day
- C. Other Business

Public Comment

Board Remarks, Announcements, and Informal Discussions

Adjournment

April 26, 2016

The regular meeting of the Otsego County Board of Commissioners was held at the County Building at 225 West Main Street, Room 100, Gaylord, Michigan. 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 Mary Sanders.

Roll Call:

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

Motion by Commissioner Paul Liss, seconded by Commissioner Robert Harkness, to approve the Regular minutes of April 12, 2016 with attachments. Ayes: Unanimous. Motion carried.

Consent Agenda;

Motion to amend the payment terms of the short-term cash advance to the Bus System to be extended to September 30, 2016. Ayes: Unanimous. Motion carried.

Motion to approve the Friend of the Court (FOC) budget amendment as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the Bus System generator budget amended as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the Tenurgy Consulting Services Agreement as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve Emmet County Recycling Agreement amendment as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve mobile laptop equipment purchase for 8 patrol vehicles budget amendment as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the DNR Declaration of restrictive covenant as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the Conservation District recycling agreement as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to adopt Resolution OC 16-14 Mortgage Discharge for William C. Luebs and Violet M. Luebs.

Roll Call Vote:

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

Nays: None. Motion carried/Resolution adopted. (see attached)

Motion to approve the Library Agreement as presented. Ayes: Unanimous. Motion carried. (see attached)

Special Presentations:

Kent Hilley from the Sheriff's Department was recognized for 20 years of service.

Administrator's Report:

John Burt reported on the Courthouse Plaza fountain progress; bids due Friday April 29th for doors and windows for the County Building; electronics recycling proceeding; adding another recycling container at the City location; household hazardous waste pickup is 6-11-16 at the Road Commission from 9:00 am to 2:00 p.m.; Iron Belle Trail grant completed; outside historical plaques to be cleaned and the flagpole to be painted.

Department Head Report:

Bill Kerr presented the Equalization report, residential real estate market is recovering, Elmira Township has a new power plant; 3.03% increase in County equalized value.

Motion by Commissioner Erma Backenstose, seconded by Julie Powers-Gehman, to accept the 2016 Equalization Report as presented. Ayes: Unanimous. Motion carried.

Committee Reports:

Motion by Commissioner Paul Beachnau, seconded by Commissioner Doug Johnson, move to cost share with the City of Gaylord on the downtown street project for the portion that affects the County building's Main Street frontage, at a cost of \$68,599. Ayes: Julie Powers-Gehman, Paul Beachnau, Robert Harness, Erma Backenstose, Doug Johnson, Ken Borton, Bruce Brown. Nays: Ken Glasser, Paul Liss. Motion carried. (see attached)

City Liaison, Township and Village Representative: City Manager, Joe Duff reported on the City Council meeting; moved forward with shops on Main project; settled labor agreement with the Police Officer Union and the labor department; budget session workshop in May.

Mary Sanders reported on the Michigan Township Association Meeting held at Otsego Lake Township; Representative from MTA was there and discussed changes about elections; reported on the job of the assessors, more restrictions, and more burden at the local level.

Correspondence: None.

Rachel Frisch presented the March 2016 financial reports.

New Business:

Motion by Commissioner Paul Liss, seconded by Commissioner Julie Powers-Gehman, to approve the April 15, 2016 Special Warrant and the April 19, 2016 Warrant for a total amount of \$239,514.87 Ayes: Unanimous. Motion carried.

Motion by Commissioner Bruce Brown, seconded by Commissioner Doug Johnson, to approve the April 20, 2016 Special Warrant and the April 26, 2016 Warrant for a total amount of \$357,290.71. Ayes: Unanimous. Motion carried.

Motion by Commissioner Ken Glasser, seconded by Commissioner Paul Liss, to adopt Resolution OCR 16-15 in opposition of portion of the State Consolidated Plan.

Roll Call Vote:

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

Nays: None.

Motion carried/Resolution adopted. (see attached)

Chairman Ken Borton to form an ad hoc committee regarding Mbridge. Ken Glasser to be the Chair, Robert Harkness, Paul Beachnau and Ken Borton are on the Committee.

Public Comment:

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Paul Beachnau reminded the Board of the State Community Luncheon May 10th at the Otsego Club; Gary Peters will be in Gaylord, May 3rd from 9:00 a.m. to 10:00 a.m.

Commissioner Julie Powers-Gehman reported on the skate park group, working hard.

Commissioner Robert Harkness attended NEMCOG meeting, surge in tourist traffic, Wings Over Northern Michigan.

Commissioner Erma Backenstose attended the MTA meeting at Otsego Lake Township.

Commissioner Paul Liss attended Livingston Township meeting, redoing the garage south of the main building for offices, opened bids and Siwecki Construction was awarded the bid.

Commissioner Bruce Brown had no report.

Commissioner Ken Glasser reported on the Conservation District, eliminate tree sale for certain trees that may contain invasive species, could lose most of the fruit trees that are not native to Michigan.

Commissioner Doug Johnson had no report.

Chairman Ken Borton attended the MAC transportation meeting, self-driving cars.

Meeting adjourned at 10:37 a.m.

Kenneth C. Borton, Chairman

Susan I. DeFeyter, Otsego County Clerk



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: FOC 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)

DESCRIPTION Use State funds carried forward from 2015 to purchase computer equipment

REVENUE (approximately \$15,000 State funds, \$1,000 local funds)

Account Number	Decrease	Increase
215-050-400.001 Budgeted Use of Fund Balance	\$	\$ 16,000
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
215-141-970.440 Property-computers	\$ 16,000	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

Stacey A. Cruz
Department Head Signature

4-8-2016
Date

Finance Department
Entered:
By:

Administrator's Signature

Date

4/26/16

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Bus System

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)

DESCRIPTION: To purchase a backup generator for Bus System

REVENUE

Account Number	Decrease	Increase
588-050-699.030 Other Source - Transfers	\$	\$ 8,500
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
588-901-970.435 Property-Machinery & Equip	\$ 8,500	\$
101-941-999.010 Contingency	\$	\$ 8,500
101-970-999.000 Appropriation to Equipment	\$ 8,500	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

Department Head Signature _____

Date _____

Administrator's Signature _____

Date _____

Finance Department
Entered: _____
By: _____

4/26/16

Board Approval Date (if necessary)

Budget Adjustment # _____

Posting Number _____

**Tenurgy
Consulting Services Agreement**

This Agreement is made and executed on this 26th day of April, 2016, by and between Otsego County, (hereinafter "Client"), (Corporate Headquarters) and Tenurgy, LLC (hereinafter "Tenurgy"), a Michigan limited liability company, of 215 W. Mitchell, Petoskey, MI 49770.

1. **Services to be Performed.** Tenurgy is engaged in the business of auditing and analyzing utility costs and other business operating expenses, including, but not necessarily limited to, telecommunication costs, natural gas, electric, water, sewer and trash removal services ("utility costs"). Tenurgy will review and analyze Client's past billings and also monitor future billings for utility costs and other expenses and make recommendations to the Client to reduce the client's utility costs. Tenurgy agrees to identify potential savings and refunds and if applicable, make recommendations for Client to realize the identified savings/refunds. In Client's sole discretion, Tenurgy further agrees to assist with implementing any identified savings and/or refunds.

2. **Materials.** Tenurgy will furnish all the materials, equipment and supplies used to provide the services required by this Agreement.

3. **Scope of Services.** Tenurgy shall analyze the following utility and telecommunication service providers:

Electric (X)	Telecommunications (X)	Waste / Trash (X)
Natural Gas (X)	Water / Sewer ()	Other () _____

Client may exclude a current utility savings initiative. The following current utility savings initiatives are excluded under this Agreement: Tenurgy will not share in any savings realized from reducing consumption. For example: New windows.

4. **Compensation.** In consideration for the services performed by Tenurgy, Client agrees to pay Tenurgy 50% of all activated savings, reductions, credits and/or refunds realized by client from any Utility Provider and/or service provider during the term of this agreement, except for Excluded Utilities. Savings and reductions will be based upon the difference between the per unit charge in effect for each utility at the date of execution of this agreement plus any subsequent increases or decreases to the per unit charge for the month prior to the date of invoice.

5. **Term of Agreement.** This Agreement will become effective when signed by both parties and shall continue for a period of 36 months. This Agreement may be extended or renewed by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time in which Tenurgy renders services for the Client.

6. **Terms of Payment.** Tenurgy will generate an invoice when savings/refunds are actually realized by Client. Each month for a period of thirty-six (36) months, which shall commence on the date savings are first realized by the client on each utility, Tenurgy will submit an invoice to the client indicating the savings, reductions, credits and refunds on which its 50% fee is based. The Client shall pay each invoice within 30 days of the date of invoice. In the event the Client fails to pay in a timely manner, Client shall pay any and all costs of collection, including but not limited to reasonable attorney fees and court costs.

7. **Confidentiality.** Tenurgy will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's written permission except to the extent necessary to perform services on the Client's behalf. Proprietary or confidential information includes

- a. The written, printed, graphic or electronically recorded materials furnished by Client for Tenurgy's use;
- b. Business plans, operating procedures, trade secrets, design formulas, processes computer programs and inventories, discoveries, and improvements or any kind; and
- c. Information belonging to customers and suppliers of the Client about whom Tenurgy gained knowledge of as a result of Tenurgy's services to Client. Tenurgy shall not be restricted in using any material that is publicly available, already in possession, or known to Tenurgy without restriction, or that is rightfully obtained by Tenurgy from sources other than Client. On termination of Tenurgy's services to Client, at the Client's request, Tenurgy shall deliver all materials in possession relating to the Client's business.

8. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan. Tenurgy shall not be responsible for any actions by a utility provider or vendor or any damages incurred by Client.

9. **Notice.** Any notice which is to be provided pursuant to this agreement must be in writing and may be (i) personally delivered or (ii) transmitted via United States Postal Service, together with transmittal of an additional copy via Federal Express, United Postal Service, Airborne Express or other nationally recognized courier service. All such notices shall be forwarded to the parties at the respective locations set forth above or such other locations that may be designated in writing by either party hereto.

10. **Exclusive Agreement.** The undersigned acknowledges and represents that he/ she has the authority to bind the client and is authorized to sign this agreement on behalf of the Client. Tenurgy shall not be responsible for any actions by a utility provider or any consequential damages incurred by Client. This agreement shall be binding on the respective successors and assigns of the Client and Tenurgy, including mergers, consolidations and acquisitions.

Signatures:

Dated: _____, 2016

Dated: _____, 2016

CLIENT:

By: _____

Its: _____

Address: _____

Phone: _____

Fax: _____

EIN: _____

Email: _____

TENURGY

By: Michael J. Harrington

Its: Managing Member

**THIRD AMENDMENT TO
AGREEMENT REGARDING RECYCLABLE MATERIALS
between
COUNTY OF EMMET
and
COUNTY OF OTSEGO**

This Amendment is made this _____ day of _____, 2016 to the Agreement for Recyclable Materials dated March 11, 2013 between the County of Emmet, Michigan, and the County of Otsego, Michigan, as previously amended, and is to be attached to and made a part of the Agreement.

NOW THEREFORE, the parties agree as follows:

1. Section 4 of the Agreement for shall be amended to state:

4. COMPENSATION/RATES FOR RECYCLABLES. Except as otherwise provided herein, Otsego County will pay to Emmet County the following rates for its acceptance of recyclable materials:

* * *

Year 3: \$60 per ton processed and \$1,440 per month for the lease of 14 recycling bins to the capped total amount of \$38,080 (formerly revised to \$42,000, with Emmet County continuing to provide services at no additional charge to Otsego County once the capped amount is met.

Year 4: \$66 per ton processed and \$1,640 per month for the lease of 15 recycling bins to the capped total amount of \$69,400, with Emmet County continuing to provide services at no additional charge to Otsego County once the capped amount is met.

Year 5: \$68 per ton processed and \$1,640 per month for the lease of 15 recycling bins to the capped total amount of \$74,600, with Emmet County continuing to provide services at no additional charge to Otsego County once the capped amount is met.

Year 6: \$70 per ton processed and \$1,640 per month for the lease of 15 recycling bins to the capped total amount of \$78,800, with Emmet County continuing to provide services at no additional charge to Otsego County once the capped amount is met.

Until December 31, 2015, Emmet County will provide revenue sharing to Otsego

County at \$5.00 per ton on all mixed fiber based on actual weights received and marketed monthly.

For the remainder of Year 3 and for Years 4, 5, and 6, Emmet County will provide revenue sharing to Otsego County in accordance with Emmet County's Revenue Sharing Policy, a copy of which will be provided to Otsego County and adopted herein by reference. In the event that Otsego County's annual growth (in tons or in pulls) exceeds 10% in any year of this Agreement (after Year 3), Emmet County reserves the right to request an increase in the capped total amount to accommodate exceptional growth.

Except as otherwise provided herein, Otsego County will pay to Emmet County the following capped rates for the hauling of recycled materials.

* * *	
Year 3:	\$285 per bin pull to the capped total amount of \$115,500, (formerly) revised to \$132,320, with Emmet County continuing to provide services at no additional charge to Otsego County once the capped amount is met.
Year 4:	\$290 per bin pull to the capped total amount of \$155,500 with Emmet County continuing to provide services at no additional charge to Otsego County once the capped amount is met.
Year 5:	\$295 per bin pull to the capped total amount of \$172,330 with Emmet County continuing to provide services at no additional charge to Otsego County once the capped amount is met.
Year 6:	\$300 per bin pull to the capped total amount of \$184,200 with Emmet County continuing to provide services at no additional charge to Otsego County once the capped amount is met.

Emmet County reserves the right to implement a fuel surcharge (Attachment C), assessed monthly, if the Department of Energy average Midwest on-road diesel fuel price exceeds \$4.50 per gallon. Such surcharge will only be for the amount over \$4.50 per gallon.

The cap amounts will be based on the total compensation paid by Otsego County in each category (hauling and processing). Otsego County's revenue share will be credited against each monthly invoice, resulting in a net lower cost paid by Otsego County each month. These net amounts will be used to determine if the cap amounts are reached. The fuel surcharges set forth in Attachment C, entitled "FUEL SURCHARGE TABLE," will not be applied to the cap amounts.

There will be no other costs assigned to Otsego County outside of those listed above; provided, however, that in the event that Otsego County's volume/bin pulls exceeds 10% in any year of this Agreement (after Year 3), Emmet County reserves the right to request an increase in the capped total amount to share in the program's success.

3. Otsego County acknowledges that it will be responsible to actively manage the capacity of the bins to minimize pull requests. Emmet County agrees to continue to work to provide additional service as needed to maintain the Gaylord site.

4. All of the other terms and conditions contained in the Agreement will remain in full force and effect and without change or modification except as expressly provided herein.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the date first written above.

COUNTY OF OTSEGO:

Attest:

John Burt, County Administrator

COUNTY OF EMMET:

Attest:

Juli Wallin, Clerk

James E. Tamlyn, Chairperson
Emmet County Board of Commissioners



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)

To record equipment purchase (mounts and modems for patrol vehicle laptops)

REVENUE Purchase of mounting hardware, modems, and printers for police mobile laptops.

Account Number	Decrease	Increase
261-050-400.001 Budgeted Use of Fund Balance	\$	\$20,000
-	\$	\$
-	\$	\$
-	\$	\$
Total	\$	\$20,000

EXPENDITURE

Account Number	Increase	Decrease
261-901-970.440 – Property – Computer Hardware	\$20,000	\$
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
Total	\$20,000	\$

Department Head Signature

Date

Administrator's Signature

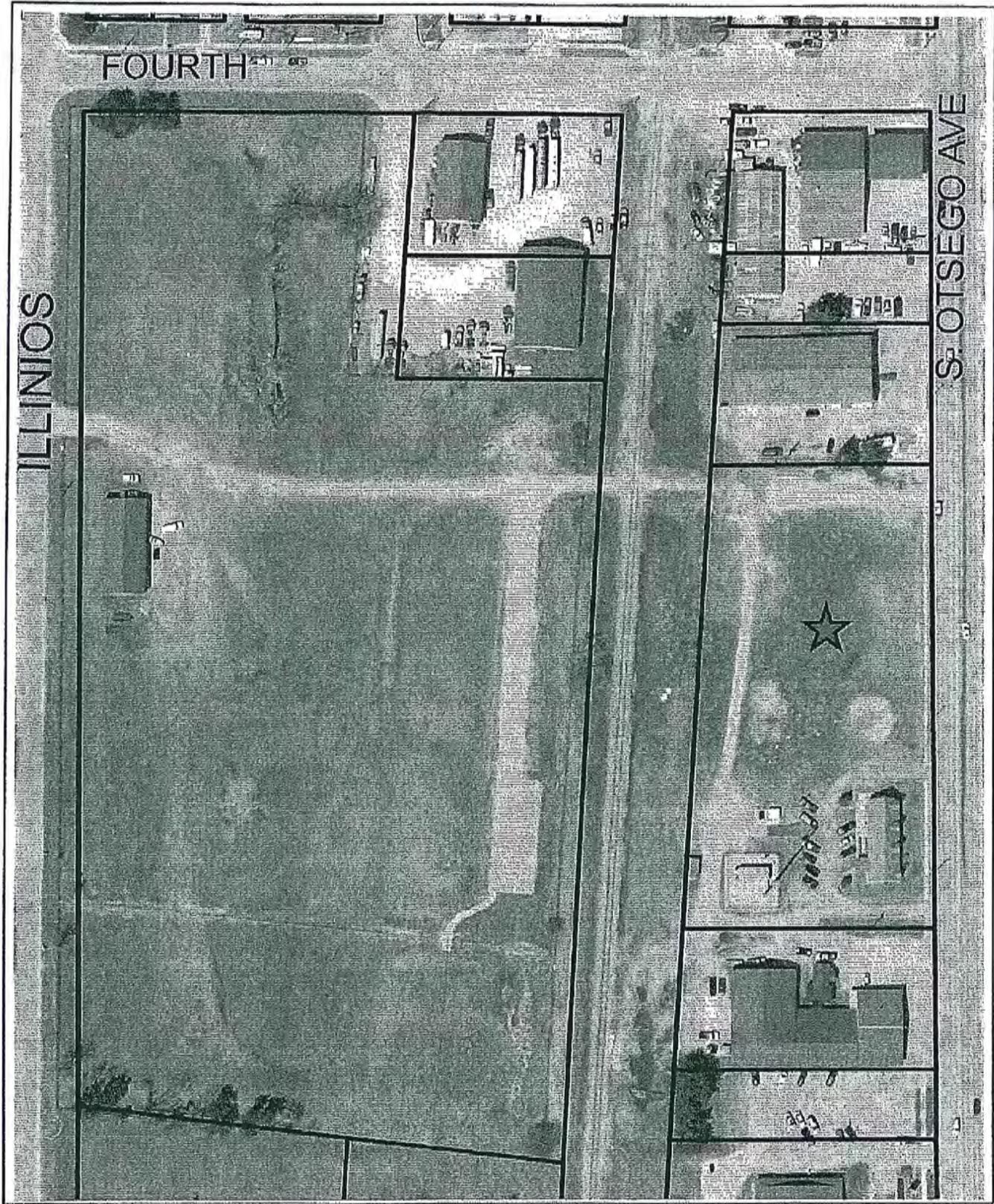
Date

Finance Department
Entered:
By:

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



County's Former 9-1-1 Dispatch Property

Adjacent to Dog Park

Scale: 1" = 200'

Date of Photography: Spring, 2014



DECLARATION OF RESTRICTIVE COVENANT

DEQ Reference No: RC-RRD-201-16-027

This Declaration of Restrictive Covenant ("Restrictive Covenant") has been recorded with the Otsego County Register of Deeds for the purpose of protecting public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the property located at 580 South Otsego Avenue, Gaylord, Michigan 49735 and legally described in Exhibit 1 attached hereto ("Property").

The Property described contains hazardous substances in excess of the concentrations developed as the unrestricted residential criteria under Section 20120a(1)(a) or (17) of the NREPA. The DEQ recommends that prospective purchasers or users of the Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 20107a of the NREPA.

The response activities required the recording of this Restrictive Covenant with the Otsego County Register of Deeds to: 1) restrict unacceptable exposures to hazardous substances located on the Property; 2) assure that the use of Property is consistent with the exposure assumptions used to develop the Residential cleanup criteria under Section 20120a(1)(a) of the NREPA and the exposure control measures relied upon at the Property.

The restrictions contained in this Restrictive Covenant are based upon information available at the time the response activities were implemented. Failure of the response activities to achieve and maintain the criteria, exposure controls, and any requirements specified by the response activities; future changes in the environmental condition of the Property or changes in the Residential cleanup criteria under Section 20120a(1)(a) of the NREPA; the discovery of environmental conditions at the Property that were not accounted for during implementation of the response activities; or use of the Property in a manner inconsistent with the restrictions described herein, may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment.

Exhibit 2 provides a survey of the Property that is subject to the land use or resource use restrictions specified herein.

Definitions

For the purposes of this Restrictive Covenant, the following definitions shall apply:

"DEQ" means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

"Owner" means at any given time the then current title holder of the Property or any portion thereof.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules, 2002 Michigan Register; Effective December 21, 2002, shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Administrative Rules, as of the date of filing of this Restrictive Covenant.

Summary of Response Activities

Hazardous substances of certain petroleum constituents including acenaphthalene, sec-butylbenzene, ethylbenzene, fluorene, 2-methylnaphthalene, naphthalene, phenanthrene, n-propylbenzene, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, and xylenes, and petroleum residual light non-aqueous phase liquid exists under the central portion of the Property. Response activities consist of resource use restrictions.

Residual and mobile Light Nonaqueous-Phase Liquids (LNAPL), including fuel oil were properly characterized using a Conceptual Site Model in accordance with ASTM E 2531-06 and will remain in place. The LNAPL exists below the ground surface at a depths between 21-feet and 83 feet. The horizontal and vertical extent of the LNAPL is described in Exhibit 4. The restrictions provided for in this restrictive covenant serve to prevent unacceptable exposure to hazardous substances as a result of the conditions created by the presence of the LNAPL."

NOW THEREFORE,

1. Declaration of Land Use or Resource Use Restrictions

Michigan Department of Natural Resources with the express written permission of the Owner of the Property hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

a. Prohibited Activities to Eliminate Unacceptable Exposure to Hazardous Substances.

The Owner shall prohibit activities on the Property that may result in exposures to hazardous substances at the Property. These prohibited activities include:

The construction and use of wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other purpose, except as provided below:

(a) Wells and other devices constructed as part of a response activity for the purpose of evaluating groundwater quality or to remediate subsurface contamination associated with a release of hazardous substances into the environment are permitted provided the construction of the wells or devices complies with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, or federal laws or regulations.

(b) Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations.

b. Contaminated Soil Management. The Owner shall manage all soils, media and/or debris located on the Property in accordance with the applicable requirements of Section 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

2. Access. The Owner grants to the DEQ and its designated representatives the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the response activities, including the right to take samples, inspect the operation of the response activities and inspect any records relating thereto, and to perform any actions necessary to maintain compliance with Part 201.

3. Conveyance of Property Interest. The Owner shall provide notice to the DEQ of the Owner's intent to transfer any interest in the Property at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the applicable provisions of Section 20116 of the NREPA. The notice required to be made to the DEQ under this Paragraph shall be made to: Chief, Remediation and Redevelopment Division, Michigan DEQ, P.O. Box 30426, Lansing, Michigan 48909-7926; and shall include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant, DEQ Reference Number RC-RRD-201-16-027. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest.

4. Term of Restrictive Covenant. This Restrictive Covenant shall run with the Property and shall be binding on the Owner, future owners, and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant shall continue in effect until the DEQ or its successor determines that hazardous substances no longer present an unacceptable risk to the public health, safety, or welfare, or the environment. This Restrictive Covenant may only be modified or rescinded with the written approval of the DEQ.

5. Enforcement of Restrictive Covenant. The State of Michigan, through the DEQ, and Owner may individually enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.

6. Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof, and all such other provisions shall continue unimpaired and in full force and effect.

7. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.

IN WITNESS WHEREOF, Michigan Department of Natural Resources has caused this Restrictive Covenant, RC-RRD-201-16-027 to be executed on this _____ day of April, 2016.

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

By: _____
Signature

Name: _____
Print or Type Name

Its: _____
Title

STATE OF Michigan
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____ of Michigan Department of Natural Resources, on behalf of the department.

Notary Public Signature

Print Name

Notary Public, State of _____
County of _____

My Commission Expires: _____

Acting in the County of _____

Prepared by and when recorded return to:

J. Adam Patton
PM Environmental, Inc.
3340 Ranger Road
Lansing, Michigan 48906
800-313-2966

CONSENT OF OWNER

Otsego County, the current and legal Owner of the Property, hereby consents to the recording of this Restrictive Covenant, **RC-RRD-201-16-027**, and authorize Michigan Department of Natural Resources to file the Restrictive Covenant with the Otsego County Register of Deeds for recording.

OTSEGO COUNTY

By: _____
Signature

Name: _____
Print or Type Name

Its: _____
Title

STATE OF Michigan
COUNTY OF Otsego

The foregoing instrument was acknowledged before me this _____ by
_____ of Otsego County, on behalf of the county.

Notary Public Signature

Print Name
Notary Public, State of _____
County of _____
My Commission Expires: _____
Acting in the County of _____

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

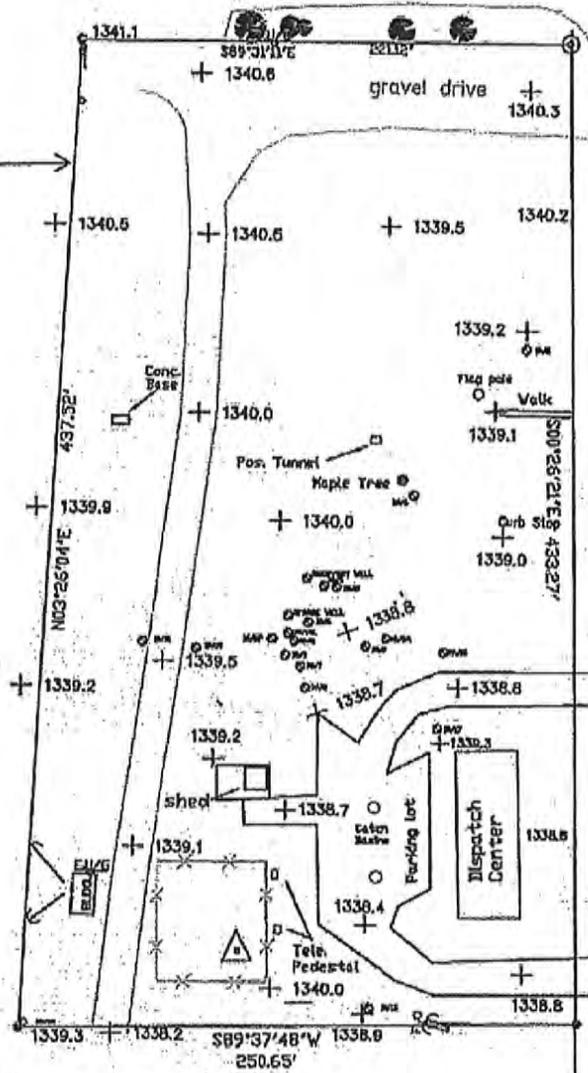
That Property in Gaylord, Otsego County described as follows:

COMM. 20 RDS. S OF S LINE OF 4TH ST. ON W LINE U. S. 27 TH W TO M.C.R.R.
R/W S TO PT IN LINE WITH N LINE OF 5TH ST. E TO U.S. 27 N TOP. O.B. SEC. 4 T
30N R 3W

EXHIBIT 2

SURVEY OF THE PROPERTY

Area Of Restriction
(Entire Parcel)



LEGAL DESCRIPTION
 CORN. 20 REG. 6 OF S LINE OF 4TH ST. ONW LINDS. 27TH
 W TO M.C.R.R. R/W S TO FT IN LINE WITH N LINE OF 6TH ST.
 E TO U.S. 27 N TOP D.B. SEC. 4 T 30N R 3E

I certify that the Latitude $N 45^{\circ} 07' 18.4''$ and Longitude
 $W 89^{\circ} 37' 48.1''$ are accurate to within 1/50 foot horizontally
 and the site elevation 1340.28 feet AMSL, is accurate to within 1/20
 feet vertically. With a planned structure height of 130 feet AGL, the
 overall height would be 1470.28 feet AMSL. The horizontal distance
 (elevation) are in terms of the North American Datum of 1983 (NAD83)
 and expressed as decimal, minutes, and seconds. The vertical distance
 (elevation) are in terms of the National Geodetic Vertical Datum of 1929
 and are determined to the nearest foot.

Joseph C. Kopylovsk
 Michigan P.E. #24506

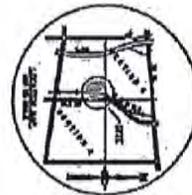
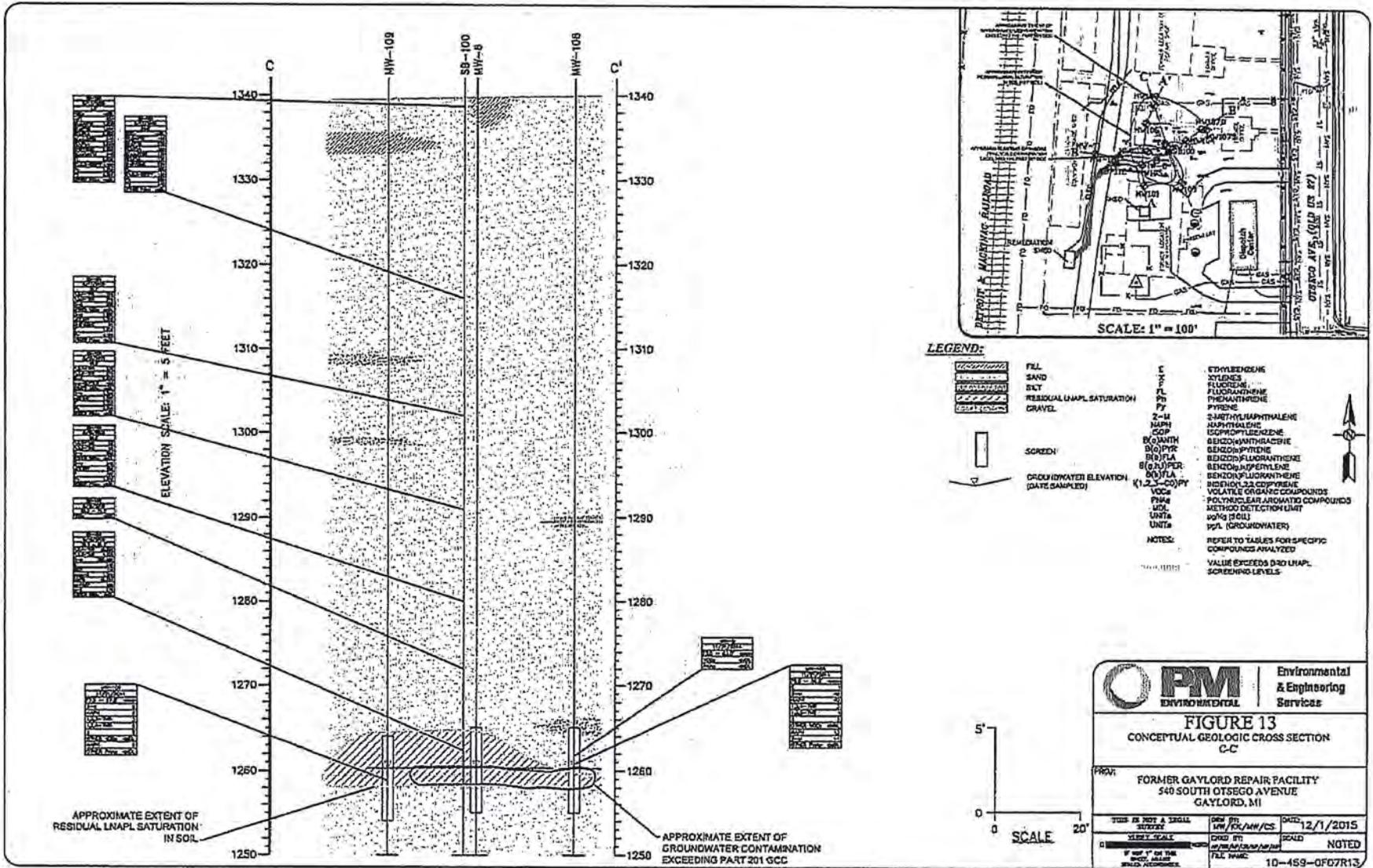


EXHIBIT 4

HORIZONTAL AND VERTICAL EXTENT OF LNAPL



This Agreement entered into this day of April 26, 2016, between the County of Otsego, a Michigan municipal corporation located at 225 West Main Street, Gaylord, Michigan 49735, hereinafter called the "County" and the Otsego Conservation District, a Michigan municipal corporation at 800 Livingston Blvd, Suite 4-A, Gaylord, Michigan 49735, hereinafter called the "District."

Witnesseth:

1. Term. The County agrees to contract with the District for the term beginning April 26, 2016 to and including September 30, 2016 to perform efforts on behalf of Otsego County and its Recycling Program.
2. Performance. The District agrees to provide and perform all services as outlined in the Description of Services, in a competent and professional manner.
3. Description of Services. The District shall provide the following services:
 - a. Preparation and placement of advertising for Otsego County's Electronics Recycling Program.
 - b. Preparation of recycling educational material as detailed in the budget contained in Appendix A.
 - c. Coordination and management of the Electronics Recycling Drop-off site.
4. Fee. The County agrees to pay the District a total fee of \$4,731.90 for its services under this Agreement. Payments to be paid as incurred and invoiced.
5. Termination and Suspension. If the District defaults or neglects to carry out its duties in accordance with the Agreement and fails within a seven (7) day period after receipt of written notice from the County correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies, correct such deficiencies and/or order the District to stop all work under the Agreement. If the District fails to correct non-compliance, or performs in a manner that is not in accordance with the requirements of the Agreement, the County, by written notice may order the District to stop all work under this Contract, or any portion thereof, until the cause for such order has been eliminated.

Either party may terminate this Agreement for any or no reason upon sixty (60) day written notice.

In the event of suspension or termination under Section 6, then in such case, as appropriate, the District shall pay to the County any funds not yet expended and any expenses made necessary by such default, neglect, or failure, if such payment, then or thereafter due the District is not sufficient to cover such amounts, the District shall pay the difference to the County.
7. Amendment. The Agreement may only be amended, modified or supplemented by written instruments signed by both parties.

This Agreement is entered into as of the day and year first written above and is executed to at least two (2) original copies of which one is to be delivered to the District and one to the County.

COUNTY:

John Burt
Otsego County Administrator

Date: _____

DISTRICT:

Jack Marlette, Chairman
Otsego Conservation District

Date: _____

APPENDIX A

OTSEGO COUNTY ELECTRONIC RECYCLING PROGRAM

April - Sept 2016

			BUDGET	HOURS	MILES
Fielding Calls, Radio				44	60
Run Program	April-Sept/2 week days per month	12-6 pm		78	
	2 - Saturdays	9 am-12 pm		10	
Gaylord Herald Times					
Insert	Information Sheet			4	
Friday Paper	4,800 Copies		\$200.00	4	6
Paper	1 Case Color @ \$57.90.00 each		\$57.90		
Gaylord Herald Times	4 - 3x5 ads \$104.06 ea.		\$416.00	6	
4 Press Releases				4	
Community Events Calendar					
Weekly Choice Newspaper	4 Front page flags (\$47.00 each)		\$188.00	1	
Press Releases				1	
Our Home Town Newspaper	2 ads 4"x6" \$40 each		\$80.00	1	
Eagle 101.5					
Recycling kick-off pre-recorded ads	50 / 30-second ads for 30 days		\$250.00	3	10
Supplies					
Large Digital Bench Scale -Scale Dynasty			\$260.00		
Expenses	\$1,451.90		\$1,451.90	156	76
Hours	\$3,242.00			Wage & FICA \$20.78 per hr.	\$0.50/mile
Miles	\$38.00			\$3,242.00	\$38.00
Total Budget 2016	\$4,731.90				

RESOLUTION NO. OCR 16-14
AUTHORIZING RESOLUTION
OTSEGO COUNTY BOARD OF COMMISSIONERS
April 26, 2016

WHEREAS, the Otsego County Board of Commissioners is the owner of a property located at 7090 Deer Run Trail North, Gaylord, Michigan 49735 and has a mortgage recorded in the office of the Register of Deeds for Otsego County Michigan, in Liber 1259, Pages 870-883 in the name William C. Luebs and Violet M. Luebs, husband and wife and

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

RESOLVED, that Otsego County hereby issues a DISCHARGE OF MORTGAGE to William C. Luebs and Violet M. Luebs, 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.

AGREEMENT FOR OPERATING AND MAINTAINING OTSEGO COUNTY LIBRARY

THIS AGREEMENT is made on this ____ day of _____, 2016, by and between the County of Otsego, whose address is 225 W. Main Street, Gaylord, Michigan 49735 (hereafter "County" and "Commissioners") and the Otsego County Library, whose address is 700 S. Otsego Avenue, Gaylord, Michigan 49735 (hereafter "LIBRARY")

In consideration of the mutual agreement contained herein, the parties agree as follows:

I. GENERAL AGREEMENT

The Otsego County LIBRARY was established pursuant to 1917 PA 138 ("Act 138") to provide access to printed and digital media, as well as other educational services, to the public. The LIBRARY is a body corporate and has the authority granted by Act 138.

II. TERMS AND AMENDMENT

A. TERMS

This Agreement contains the entire understanding and Agreement of the parties regarding the subject matter contained herein.

B. DURATION

The terms of this Agreement shall be for five (5) years commencing with the date of execution.

C. EXTENSION

(i) This Agreement may be extended for such lengths or periods of time as the parties may mutually agree upon in writing.

D. AMENDMENT

Further, the terms and conditions of this Agreement, as provided herein, may be amended at any time during the above stated period with the express mutual written consent of the parties who are then bound by the terms hereof.

III. FINANCIAL GOVERNANCE

A. ANNUAL BUDGET

(i) LIBRARY will hold a public hearing and adopt an annual budget. The LIBRARY will transmit a copy of the annual budget to the Commissioners prior to October 1st of each year in the format required by the Finance Committee for the operations of LIBRARY for the following year beginning January 1st.

(ii) Prior to December 31st of each year, the Commissioners shall consider for approval the final budget for the operation of the LIBRARY. The Otsego County Board shall not amend the recommended budget.

(iii) BUDGET AMENDMENTS: Budget amendments must be approved by the LIBRARY Board and then forwarded to the Otsego County Finance Department. LIBRARY shall provide an updated copy of its annual budget to the Otsego County Finance Department each time the LIBRARY budget is amended, ensuring that the County has a current, updated budget at all times during the fiscal year.

B. FINANCIAL REPORTING

- (i) Beginning with the quarter ended March 2016, LIBRARY shall provide the following quarterly accounting reports to the Otsego County Finance Department:
 - (1) Balance Sheet – including all assets, liabilities, and fund equity
 - (2) Budget Report – Including the amended budget and actual amounts for all revenues and expenditures.
 - (3) Quarterly reports must be submitted no later than the 15th day of the month following quarter-end or another date mutually agreed upon in writing.
 - (ii) Beginning with the month ended March 2016, LIBRARY shall provide the following monthly accounting reports to the Otsego County Treasurer:
 - (1) Report reconciling the general ledger balances in the receiving fund to the balances in the operating fund.
 - (2) Monthly reports must be submitted no later than the 15th day of the next month or another date mutually agreed upon in writing.
 - (iii) The County will rely on the reports to be complete and accurate upon submission.
 - (iv) All corporate and financial records of LIBRARY shall be available to the County or its auditors upon reasonable request, unless prohibited by law, including but not limited to the provisions of the Michigan Library Privacy Act.
 - (v) AUDITS – LIBRARY will be audited under the umbrella of the County, as a special revenue fund of the County. The County may, at its discretion, engage the auditors to perform additional procedures. LIBRARY and the County may find it desirable for LIBRARY to be audited under separate cover (still included in the County's audit report as a special revenue fund of the County).
- C. CUSTODY OF CASH AND INVESTMENTS
- (i) All LIBRARY monies shall be deposited in the Library Fund, which shall be held in a bank or trust company designated by the County and approved by LIBRARY. Monies may be deposited in more than one account within the Library Fund but shall be kept separate and apart from all other County funds. The monies may be kept in one bank account, and shall be invested as practical by the Otsego County Treasurer as authorized by law.
 - (ii) All deposits must be accompanied by supporting documentation, in the format required by the Otsego County Treasurer.
 - (iii) The Otsego County Treasurer shall provide an investment report to the Library on a quarterly basis.
 - (iv) All transfers out for LIBRARY disbursements must also be accompanied by supporting documentation, in the format required by the Otsego County Treasurer.
 - (v) LIBRARY shall be responsible for the completeness and accuracy of the supporting documentation submitted for all deposits and disbursement transfers. The County will rely on the documents to be complete and accurate upon submission. LIBRARY shall review and be responsible for the accuracy of the deposits and disbursement transfers and will ensure that they have been subject to the appropriate level of review before submission.
- D. FUNDS
- (I) Operating Fund
 - a. Any amount of operating funds, which are transferred to the LIBRARY by the Commissioners from the LIBRARY operating millage, shall be expended for daily operations or maintenance per its millage language.
 - b. All revenues raised by rates and charges of LIBRARY shall be used solely as allowed by law.
 - c. The operating fund general ledger shall be maintained by LIBRARY.

- d. The County shall not charge the Library a fee or rent to use the Library premises (the "Premises").
- (ii) Capital Outlay/Building Fund
 - a. If there are sufficient funds, there may be set aside, in a capital outlay/building fund, such sums, as LIBRARY may deem advisable. All monies currently residing in the capital outlay/building fund shall be used solely for building purchase, or building repairs and improvements.
- E. SURPLUS/DEFICIT
 - (i) Surplus
 - a. Any surplus realized by LIBRARY will be retained by LIBRARY. During the budget process, LIBRARY and the County will discuss potential uses of surplus monies (e.g. used for capital purchases, retained to enhance fund balance level, etc.).
 - (ii) Deficits
 - a. Should any year's operations result in a deficit (other than a planned reduction of fund balance that has been previously approved by the Commissioners or amended reduction of fund balance approved by the Library Board), LIBRARY agrees to:
 - i. Immediately meet with the Otsego County Budget and Finance Committee to develop a satisfactory deficit correction plan, which may include increased fees or reduced expenses.
 - ii. Should this action prove to be insufficient to correct the deficit operations, LIBRARY agrees to revise the plan, and further increase fee revenue or cut expenditures to ensure that the deficit will be repaid in the next three quarters.
 - iii. Failure to operate without a deficit may result in termination of this agreement.
- F. ASSETS
 - (i) All assets of LIBRARY are the property of the County.
 - (ii) Accordingly, LIBRARY shall follow the Otsego County Capital Asset Disposal Policy except as agreed upon in Section IX, Item A.
 - (iii) LIBRARY will provide an updated list of all Capital Assets to the Otsego County Finance Department, each January for the preceding year.
 - (iv) The County shall provide property insurance, addressed in the PROPERTY INSURANCE section of this document.
- G. LONG-TERM DEBT
 - (i) All long-term bond debt incurred for LIBRARY purposes must first be approved by the Commissioners, along with a financial plan to satisfy all debt requirements, submitted by LIBRARY.
 - (ii) In the event of default of bond payments for which the Library agreed to be responsible for repayment, refer to the EVENTS AND REMEDIES OF DEFAULT section of this document.
- H. CAPITAL IMPROVEMENT PLAN
 - (i) LIBRARY shall submit annually, along with its proposed budget, by October 1st, a five-year plan containing a list of planned building, equipment, and vehicle purchases and major repairs and maintenance on such items valued over \$200,000.
 - (ii) The plan and all such capital expenditures shall be approved by the Commissioners by December 31st, as part of the budget approval process.
- I. OPERATING YEAR

- (i) The County shall annually levy the full LIBRARY millage permitted by law unless asked in writing by the Library Board to reduce the amount collected and deposit to the Library Fund.
- (ii) LIBRARY shall have, as its operating year, one which shall coincide with the County's fiscal year which is the calendar year beginning in January. With the consent of the LIBRARY, the County may levy less than the full millage.

IV. MAINTENANCE AND REPAIRS

A. REPAIRS - PREMISES

- (i) LIBRARY shall, at its own expense, at all times during the term of this Agreement, keep the LIBRARY equipment and premises in good condition and repair, and shall make all necessary and desirable repairs, restorations and replacements, both structural and nonstructural, foreseen or unforeseen, and shall use all reasonable precautions to prevent waste, damage or injury.

B. REPAIRS - EXTERNAL

- (i) LIBRARY shall, at its own expense, also maintain in good repair and free from dirt, snow, ice, rubbish and other obstructions or encumbrances, the sidewalks, parking areas, yards, plantings, gutters and curbs in front of and adjacent to the premises.

V. OPERATION AND MAINTENANCE

A. OPERATION AND MAINTENANCE

LIBRARY shall, at its own expense, at all times during the term of this Agreement, operate and maintain the LIBRARY equipment and the premises.

VI. ALTERATIONS

A. ALTERATIONS TO THE PREMISES

LIBRARY will make such alterations, changes, additions or improvements in or to the interior or exterior of the premises as it shall determine to be beneficial. LIBRARY shall make any changes or alterations in, on or about the premises, which may be required by any applicable statute, charter, ordinance or governmental regulation or order.

B. COSTS AND EXPENSES OF ALTERATIONS

All alterations and improvements shall be at LIBRARY's sole expense.

C. OWNERSHIP OF IMPROVEMENTS

All alterations and improvements shall be the property of the County.

VII. PROPERTY/MOTOR VEHICLE LIABILITY INSURANCE

A. COST OF INSURANCE

The COUNTY shall provide, at the LIBRARY's expense, property insurance, which shall cover all real and personal property on the premises on a 100% replacement cost basis. Premiums for insurance required to be carried upon or with respect to the premises or the use thereof shall be deemed operation and maintenance expenses of the LIBRARY.

Insurance shall include motor vehicle liability coverage for any Library/County-Owned vehicles, if applicable.

B. POLICY TYPE

Such policy shall be an all risks policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without limitation, flood, theft,

vandalism, wind, lightning, act of war or terrorism, and malicious mischief. Coverage shall also include the cost of extra expense, for a period of 12 months, incurred by reason of the total or partial loss or damage to the premises caused by an insured peril.

VIII. LIABILITY/VEHICLE INSURANCE

A. COST OF INSURANCE

The COUNTY shall provide, at the LIBRARY's expense, comprehensive/commercial general liability insurance protecting LIBRARY, the County and the Commissioners of the County, the members of the Library Board and their respective agents, officers and employees.

Insurance shall include coverage for Hired Car and Non-Owned Auto.

B. POLICY TYPE

- (i) Such insurance shall provide coverage for the defense of actions brought against LIBRARY, its Board, Officers, and Employees for, including but not limited to, negligence, malfeasance, misfeasance, errors, omissions, neglect, damages, intentional acts, or other actions arising out of the operation, maintenance and activities of LIBRARY.
- (ii) Such insurance shall be in limits of not less than \$1,000,000 per occurrence for injury or death to any one person, not less than \$3,000,000 per occurrence for injury or death to more than one person, and not less than \$500,000 per occurrence for property damage.

C. NAMED INSUREDS

- (i) LIBRARY and the County shall all be named insureds on all insurance policies required hereunder and all insurance proceeds shall be payable to LIBRARY and the County according to their respective interests.
- (ii) Upon request, the County shall provide LIBRARY or the LIBRARY Board with certified copies of the insurance policies or other evidence indicating that the insurance is in effect.
- (iii) In addition, LIBRARY or the LIBRARY Board shall be notified in writing at least thirty (30) days prior to cancellation, non-renewal or any material reduction of the any coverage.
- (iv) All insurance maintained pursuant to this Agreement shall contain a clause or endorsement under which the insurer waives all rights of subrogation against any and all of the parties to this Agreement and their respective officers, commissioners, agents, and employees, with respect to losses payable under the policy.
- (v) Claims for loss due to damage to the premises under any policies maintained pursuant to this Agreement shall be adjusted with the insurance companies by the County after advice from LIBRARY or the Library Board.
- (vi) All policy forms, limits and deductibles shall be subject to approval by the County and LIBRARY.

IX. OPERATIONAL INTEGRITY

A. OPERATIONS

The County covenants and agrees with LIBRARY, subject to the performance by LIBRARY of all of the terms, covenants, and conditions of this Agreement to permit LIBRARY to operate the LIBRARY service for the County. LIBRARY may employ such persons in such capacities as it deems advisable and may make such rules and regulations as it deems advisable and necessary to assure the efficient management and operation of LIBRARY. Further, LIBRARY, with the approval of the LIBRARY Board, and the County Board, shall have the authority,

power, and ability to obtain, lease, purchase, acquire or transfer, sell, or dispose of such equipment, in compliance with the County's Capital Asset Disposal Policy, as is necessary to carry out its obligations to the citizens of Otsego County. Profits realized from the sale of capital assets shall be deposited to the Library Fund.

B. BOARD MEMBERSHIP

Recommendations for LIBRARY Board Membership shall be forwarded to the County Board for approval.

C. PERSONNEL

(i) The Otsego County Library employees are not subject to COUNTY Personnel Policies, but rather are governed by their own separate Personnel Policies.

(ii) The County Administrator (or designee(s) of the County Administrator) shall be on the hiring committee for the LIBRARY Director position in the event of a vacancy. The LIBRARY Board shall have the final approval on selecting the new Director.

(iii) If applicable, the County Administrator (or designee(s) of the County Administrator) shall take part in the union negotiation process.

D. CONTRACTING

LIBRARY, with the approval of the LIBRARY Board, shall have the exclusive authority to enter into agreements or contracts for services as deemed necessary to carry out its obligations to the citizens of Otsego County as permitted by law.

X. INSPECTION

Without notice and at reasonable times of the day, the County, through its officers, employees or agents, may enter upon the premises at any time during the term of this Agreement for the purpose of inspecting the premises and determining whether LIBRARY is complying with the covenants, Agreements, terms, and conditions of this Agreement.

XI. EVENTS AND REMEDIES OF DEFAULT

A. EACH OF THE FOLLOWING SHALL CONSTITUTE AN EVENT OF DEFAULT:

(i) LIBRARY fails to submit the budget required by Section III.

(ii) Any representation or warranty made by LIBRARY or the County in this Agreement, or which is contained in any certificate or other document delivered at any time pursuant to this Agreement proves to have been false, incorrect or incomplete in any material respect when made or deemed to be made and was a result of a willful or intentional act.

(iii) LIBRARY or the County fails to observe or perform any covenant or Agreement contained in this Agreement or in any certificate or other document delivered pursuant to this Agreement (other than those covered by clause (i) above) for ninety (90) days after written notice, as set forth herein, thereof shall have been given to LIBRARY by the County.

(iv) If involuntary proceedings under any bankruptcy law or insolvency act or for the dissolution of a corporation are instituted against LIBRARY, or if a receiver or trustee is appointed for all or substantially all of the property of LIBRARY, and such proceedings are not dismissed or such receivership or trusteeship vacated within ninety days after such institution or appointment.

(v) LIBRARY ceases to operate or indicates its intention by LIBRARY BOARD resolution to do so.

(vi) LIBRARY or the COUNTY defaults on any long-term debt covenants or payments.

B. REMEDIES IN EVENT OF DEFAULT

If any event of default as defined in this Agreement shall occur and be continuing for a period of 90 days or more following written notice of default:

- (i) The non-defaulting party shall have the right, but not the obligation, to take any of the following action:
 - (a) The non-defaulting party may terminate this Agreement.
 - (b) The non-defaulting party, through its Commissioners, Board members, officers, agents or employees, shall, at all times, have the right to enter the premises for inspection as set forth above, and to prevent waste, damage or destruction.
 - (c) In the event of cessation of operations based on a LIBRARY Board resolution, all assets (including but not limited to: cash, investments, receivables, and capital assets), all liabilities (including long-term debt), and fund balances for all LIBRARY funds shall revert to the County immediately.
- (ii) The rights provided for in this Section cumulative and are not exclusive of any other right, privilege, or remedy provided by law or in equity.
- (iii) In the event the Agreement is terminated, the parties acknowledge they are still bound by the requirements of Act 138.

XII. WAIVERS

A. FAILURE TO DELAY OR EXERCISE

No failure or delay on the part of the County or LIBRARY in exercising any right, power, or remedy contained in this Agreement shall operate as a waiver of any right, duty, requirement, or obligation provided by this Agreement.

B. PARTIAL EXERCISE

No single or partial exercise by the County or LIBRARY of any right or remedy shall preclude other or future exercise thereof or the exercise of any other right or remedy.

XIII. ASSIGNMENT

LIBRARY and the County agree not to sell, assign, mortgage, pledge or in any way transfer this Agreement.

XIV. NOTICE

All notices, requests, and other communications to any party to this Agreement shall be in writing and shall be given to each party at its address set forth below or such other address as such party may hereafter specify, in writing:

If to LIBRARY: Otsego County Library
700 S. Otsego Ave
Gaylord, MI 49735
Attn: Director

If to the County: County of Otsego
225 West Main Street
Gaylord, MI 49735
Attn: Otsego County Administrator

XV. SEVERABILITY

If any one or more of the provisions contained in this Agreement or any document, instrument or Agreement required pursuant to this Agreement should be declared invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired. The document shall be read as if the provision or provisions are null, void, non-existent, and severed from the this Agreement.

XVI. GOVERNING LAW

This Agreement, and the rights and obligations of the parties under this Agreement, shall be governed by, construed, and interpreted in accordance with the laws of the State of Michigan.

XVII. CAPTIONS

The captions contained in this Agreement are for convenience, for reference only and shall not limit or define the provisions of this Agreement, or affect the interpretation or construction thereof.

XVIII. OTHER AGREEMENTS

This Agreement, once properly executed, supersedes, replaces and abrogates all prior agreements between the parties regarding this same subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

OTSEGO COUNTY LIBRARY

By: *Diane Youngedyke*
DIANE YOUNGEDYKE

Its; Chairman

COUNTY OF OTSEGO

By: _____
KENNETH BORTON

Chairman, Otsego County Board of Commissioners



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Capital Projects 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)

DESCRIPTION Cost sharing contribution for sidewalk, curb, and other improvements on
REVENUE Main Street in front of the County building.

Account Number	Decrease	Increase
499-050-400.001 Budgeted Use of Fund Balance	\$	\$ 68,599
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
499-901-970.300SIDEWALK - Property Impvs	\$ 68,599	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$ 68,599	\$ 68,599

Department Head Signature _____

Date _____

Administrator's Signature _____

Date _____

Finance Department
Entered:
By:

4/26/16

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

**Construction Cost Opinion
Curb, Sidewalk and Trees Fronting Otsego County Building Property on M-32 and S. Otsego**

PayItemCode	Description	Units	Quantity	UnitPrice	Amount
2040020	Curb and Gutter, Rem	Ft	610	\$ 10.00	\$ 6,100.00
2040055	Sidewalk, Rem	Syd	309	\$ 7.75	\$ 2,394.75
2047011	Sidewalk, Conc Pavers, Rem	Syd	345	\$ 7.00	\$ 2,415.00
2057002	Sidewalk Grading	Sta	6	\$ 250.00	\$ 1,500.00
6027011	Conc Pavt, Decorative, Nonreinf, 4 inch	Syd	264	\$ 100.00	\$ 26,400.00
8020002	Curb, Conc, Det E2	Ft	120	\$ 25.00	\$ 3,000.00
8020023	Curb and Gutter, Conc, Det C4	Ft	354	\$ 17.60	\$ 6,230.40
8020038	Curb and Gutter, Conc, Det F4	Ft	283	\$ 15.00	\$ 4,245.00
8030034	Sidewalk Ramp, Conc, 4 inch	Sft	225	\$ 5.50	\$ 1,237.50
8030044	Sidewalk, Conc, 4 inch	Sft	3593	\$ 3.50	\$ 12,575.50
8150149	Acer rubrum, 2 inch	Ea	5	\$ 500.00	\$ 2,500.00
					<u>\$ 68,598.15</u>

Items not included

Percentage of Project Mobilization or Traffic Control
 Pavement Removal and Replacement for New Curb
 Street Lighting or Street Lighting Electrical Revisions
 Irrigation
 Banner Pole
 Entertainment Node
 Engineering

RESOLUTION NO. OCR 16-15

**OPPOSITION TO STATE HOUSING AND COMMUNITY DEVELOPMENT
CONSOLIDATED PLAN**

OTSEGO COUNTY BOARD OF COMMISSIONERS

April 26, 2016

Recitals

WHEREAS, the State of Michigan has created a draft Housing and Community Development Consolidated Plan, which is currently under review; and

WHEREAS, the State is currently seeking comment from local municipalities and the public on the draft Consolidated Plan; and

WHEREAS, the Plan as written contains no future funding for single-family residential Community Development Block Grant (CDBG) Program; and

WHEREAS, the loss of single-family residential funding would have a detrimental impact on low-income families who could not otherwise afford to make emergency repairs and initiate the reduction of lead base paint hazards, which continue to be a serious concern with children six and under; and

WHEREAS, without these funding sources, many dwellings will deteriorate in our community; and

WHEREAS, counties currently collect on loans through secured mortgage payments between the Housing program and clients, generating revenue that continues to assist future housing rehabilitation and emergency projects and fund Otsego County's Housing Director and Clerk positions; and

WHEREAS, the draft Consolidated Plan may then shift the collection of loan payments to the State, eliminating an important source of income for the County as well as creating questions of how existing loans will be serviced; and, therefore, be it

RESOLVED, Otsego County requests the State update the draft Consolidated Plan by including single-family residential CDBG and increase HOME funds to better service our communities; and, be it, further

RESOLVED, that the County requests the draft plan be amended to leave the existing process of counties servicing MSF loans, and be it, further

RESOLVED, that a copy of this resolution be forwarded to Governor Snyder, Senator Stamas, Representative Cole, the Michigan Association of Counties, the Michigan State Housing Development Authority, the Michigan Strategic Fund, and the Michigan Economic Development Corporation.

May 5, 2016

A Special meeting of the Otsego County Board of Commissioners was held at the Gaylord Regional Airport, 1100 Aero Drive, Gaylord, MI.

The meeting was called to order at 8:00 a.m. by Chairman Borton.

Roll call:

Present: Backenstose, Beachnau, Borton, Brown, Glasser, Harkness, Johnson,
Liss, Powers-Gehman

Rachel Frisch explained the cash flow spreadsheet.

Rachel Frisch updated the Board on Fraud Prevention efforts.

Rachel Frisch discussed potential audit policy changes.

Rachel Frisch and Trisha Adam updated the Board on GASB 68 and MERS.

Trisha Adam provided an updated on Workers Compensation.

Trisha Adam provided an update on the planned wage study.

Trisha Adam updated the Board on Wellness efforts.

Meeting adjourned at 11:45 a.m. at the call of the Chair.

Ken Borton, Chairman

John Burt, Deputy Clerk



May 10, 2016 Agenda

Agenda Questions

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

**OTSEGO COUNTY
Board of Commissioners**



EXECUTIVE SUMMARY

AGENDA ITEM: Construction Board of Appeals Reappointment (Ernst)	AGENDA DATE: May 10, 2016
AGENDA PLACEMENT: Consent Agenda, A.	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): John Burt, County Administrator	ATTORNEY REVIEW: No

BACKGROUND/DISCUSSION:

John Ernst's term on the Construction Board of Appeals has expired. Mr. Ernst has expressed his desire to continue serving on the Board.

RECOMMENDATION:

Staff requests that John Ernst be reappointed to the Construction Board of Appeals to a term ending December 31, 2018.



Otsego
C O U N T Y
M I C H I G A N

TERM EXPIRES ON:
12/31/2018

**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. You must indicate what board or committee you are applying for and a separate application is required for each. 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?

Construction Board Of Appeals

PLEASE indicate what board or committee you are applying for in the space provided above.

Please print or type.

Name: John G. Ernst

Address: 3939 Webster Road **Zip Code** 49730

Telephone: 231=340=0006 **Other:** _____

Email address: jgernst@centurytel.net

Date available for appointment Now

County Commission District Elmira

Are you a registered voter in Otsego County? Yes No

If yes, which township, city or village? Elmira

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.

Otsego County Planning Commission, Elmira Township Planning Commission, Trout Lake American Legion

Employment and Education

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.

H.V.A.C. Installation, Electrician, Civil Engineer, Structural Engineer

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.

A.S.E.E.T - C.C.A.F. 1980, B.S.C.E. - M.T.U. 1984, M.S.C.E. - M.T.U. 1985

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



Signature

4-15-2016

Date

Mail or return your completed application to:

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

You may email your completed application to:

spremo@otsegocountymi.gov

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

**OTSEGO COUNTY
Board of Commissioners**



EXECUTIVE SUMMARY

AGENDA ITEM: Construction Board of Appeals Reappointment (Eckert)	AGENDA DATE: May 10, 2016
AGENDA PLACEMENT: Consent Agenda, B.	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): John Burt, County Administrator	ATTORNEY REVIEW: No

BACKGROUND/DISCUSSION:

Paul Eckert's term on the Construction Board of Appeals has expired. Mr. Eckert has expressed his desire to continue serving on the Board.

RECOMMENDATION:

Staff requests that Paul Eckert be reappointed to the Construction Board of Appeals to a term ending December 31, 2018.



Otsego
COUNTY
M I C H I G A N

TERM EXPIRES ON:
12/31/2018

**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. You must indicate what board or committee you are applying for and a separate application is required for each. 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?

Construction Board of Appeals

PLEASE indicate what board or committee you are applying for in the space provided above.

Please print or type.

Name: Paul Eckert

Address: 5564 Alba Rd **Zip Code** 49735

Telephone: 989-732-5700 **Other:** 989-350-0225

Email address: plumbereckert@yahoo.com

Date available for appointment _____

County Commission District Otsego

Are you a registered voter in Otsego County? Yes No

If yes, which township, city or village? Ellettsville

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.

Otsego County Board of Appeals, United Deer Farmers Association
Otsego county Hockey Association, Michigan Deer & Elk Association

Employment and Education

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.

Quality Plumbing & Mechanical Inc / president / owner 18 years
master plumber for 21 years.

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

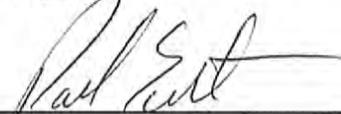
If yes, please indicate potential conflicts.

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



Signature

4/19/16

Date

Mail or return your completed application to: **Otsego County**
 Attn: County Administration
 225 West Main Street, Room 203
 County Building
 Gaylord, MI 49735

You may email your completed application to: **spremo@otsegocountymi.gov**

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

OTSEGO COUNTY
Board of Commissioners



EXECUTIVE SUMMARY

AGENDA ITEM: Per Diem Rate Increase	AGENDA DATE: May 10, 2016
AGENDA PLACEMENT: Consent Agenda, C.	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): John Burt, County Administrator	ATTORNEY REVIEW: No

BACKGROUND/DISCUSSION:

Members of the County's various committees receive per diem pay for attending their assigned committee meetings. The rate is currently \$40 for half a day (less than 4 hours) and \$80 for a full day (4 hours and over).

The County is proposing to set the per diem rates at \$50 (half-day) and \$100 (full-day) effective January 1, 2017.

The approximate cost of the increase annually is \$5,750.

MOTION:

Move to set the per diem rates at \$50.00 for half-a-day and \$100.00 for a full-day beginning January 1, 2017.

OTSEGO COUNTY
Board of Commissioners



EXECUTIVE SUMMARY

AGENDA ITEM: Bid 2016-02 Courthouse Doors and Windows	AGENDA DATE: May 10, 2016
AGENDA PLACEMENT: Administrator's Report, A.	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): John Burt, County Administrator	ATTORNEY REVIEW: No

BACKGROUND/DISCUSSION:

The County solicited bids to replace exterior doors and the north side windows of the Otsego County Courthouse. The County received one bid for the project, coming from Jordan Construction.

Jordan Construction Bid
Exterior Doors: \$64,533
Alt 1(North side windows): \$64,999
Alt 2 (South, East & West side windows): \$55,672
Alt 3 (Sheriff windows): \$12,845
Alt 4 (Move/cover office furniture): \$4,400
Alt 5 (Replace rotting window sills) - \$2,700

Staff is recommending the base construction, along with Alt 1, Alt 4, and Alt 5 for a total cost of \$136,632.

MOTION:

Staff recommends awarding the bid to Jordan Construction along with Alt 1, Alt 4, and Alt 5.



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 Courthouse Windows and Doors

Account Number	Decrease	Increase
499-050-699.030 Transfer In	\$	\$25,000
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101-941-999.990 Contingency	\$	\$25,000
101-972-999.000 Transfer to Capital Projects Fund	\$25,000	\$
499-901-970.300 Property Improvements	\$25,000	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

Department Head Signature

Date

Administrator's Signature

Date

Finance Department
Entered:
By:

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

**OTSEGO COUNTY
Board of Commissioners**



EXECUTIVE SUMMARY

AGENDA ITEM: May 3, 2016 Warrant	AGENDA DATE: May 10, 2016
AGENDA PLACEMENT: New Business, A. Financials, Item 1	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): Rachel Frisch, Finance Director/Assistant Administrator	ATTORNEY REVIEW: No

BACKGROUND/DISCUSSION:

The County issues a check disbursement report (Warrant) every week for County payables as well as occasional unavoidable supplemental warrants. The following warrants will be on the agenda.

The May 3, 2016 Warrant: Totaling \$43,462.30

RECOMMENDATION:

Staff requests approval of the warrant as detailed above with a total amount of \$43,462.30

Check Date	Bank	Check #	Payee	Description	GL #	Amount
05/03/2016	AP	1457 (E)	CONSUMERS ENERGY	INV # 100000068690	281-537-930.620	677.16
		1457 (E)		ACCT#1000 0051 3331	637-265-930.620-ALPCT00000	4,701.68
		1457 (E)		ACCT# 1000 5428 8418	637-265-930.620-LNDUS00000	580.15
						5,958.99
05/03/2016	AP	1458 (E)	ELAN	COURTS- SYMANTEC RENEW	101-131-940.111	995.00
		1458 (E)			101-215-930.450	6.45
		1458 (E)			101-257-704.400	99.00
		1458 (E)			101-267-726.000-CVR0000000	383.46
		1458 (E)			101-267-801.020	10.00
		1458 (E)		REGIST/TASER INSTR COURSE	101-301-704.400	225.00
		1458 (E)		BINDER CLIPS & 4PK 9V BATTs	101-301-726.000	27.02
		1458 (E)		PRACT AMMO/SHERIFF PORTION	101-301-726.006	434.74
		1458 (E)		CAR WASH-DETAILING SUPPLIES	101-301-726.050	78.71
		1458 (E)		REGIST/MCODSA SEMINAR	101-302-704.400	175.00
		1458 (E)		PRACT AMMO/CIVIL DIV PORTION	101-302-726.006	54.36
		1458 (E)		PRACT AMMO/416SRP PORTION	101-334-726.006	54.36
		1458 (E)		LODGING/TRAFF SAFETY SUMMIT	101-334-930.500	240.75
		1458 (E)		SHOWER CURTAINS	101-351-726.000	8.46
		1458 (E)		PRACT AMMO/CORRECTIONS PORTION	101-351-726.006	652.10
		1458 (E)		INMATE RM & BD-STRWB PRESERVES	101-351-930.700	5.72
		1458 (E)		PRACT AMMO/WORK CAMP SUPV PORTION	205-301-726.006	54.36
		1458 (E)			208-751-704.400	50.00
		1458 (E)			208-751-930.450	13.45
		1458 (E)			208-752-704.400	49.00
		1458 (E)			209-751-726.000	125.77
		1458 (E)		NATURE PRESERVE- CEDAR POSTS	209-751-726.050	1,200.00
		1458 (E)			281-537-726.000	69.18
		1458 (E)			282-537-930.300	58.27
		1458 (E)			499-901-970.300-LAWN	212.80
		1458 (E)		STAPLES SUPPLIES	516-253-726.000	57.41
		1458 (E)			588-699-704.400	99.00
		1458 (E)		JAN-FEB 2016 INMATE CABLE SERVICE	595-351-726.000	444.70
		1458 (E)			637-265-726.000	119.60
		1458 (E)			637-265-726.050	155.00
		1458 (E)			637-265-930.610-ALPCT00000	81.79
		1458 (E)			637-265-930.610-CRTHS00000	1,915.49
		1458 (E)			645-172-726.000	(29.69)
		1458 (E)			645-172-930.450	38.70
		1458 (E)			645-270-726.000	70.00
						8,234.96
05/03/2016	AP	1459 (A)	US POSTAL SERVICE-CAPS SVC	EFT TEST FOR NEW JURY SOFTWARE	101-215-930.450	1.00
05/03/2016	AP	61437	7TH PROBATE FAMILY COURT	PLACEMENT	292-662-930.810	5,810.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
05/03/2016	AP	61438	AMERICAN WASTE	AIRPORT TRASH REMOVAL # 1421782	281-537-920.410	115.00
05/03/2016	AP	61439	ANGELA AMSDEN	CAMPING REFUND	208-440-652.030	355.00
05/03/2016	AP	61440	CHARTER COMMUNICATIONS	ACCT#8245 12 255 0024608	101-648-930.240	29.99
05/03/2016	AP	61441	CITY OF GAYLORD	WATER BILL	208-752-920.200	57.02
		61441		ACCT#LIVI-000200-000B-03	637-265-920.200-ALPCT00000	670.04
		61441		ACCT#MAIW-000225-0000-01	637-265-920.200-CRTHS00000	493.77
		61441		ACCT#OTSS-000125-0000-02	637-265-920.200-INFO CTROO	35.28
						1,256.11
05/03/2016	AP	61442	CONNIE AUGUSTSON	CAMPING REFUND	208-440-652.030	42.00
05/03/2016	AP	61443	DTE ENERGY	ACCT # 470774600014	281-537-930.610	1,069.97
05/03/2016	AP	61444	ECOLAB	FLOOR CLEANER	208-751-726.025	43.93
		61444		FLOOR CLEANER	208-752-726.025	43.93
						87.86
05/03/2016	AP	61445	EDWARD YAGER	CAMPING REFUND	208-440-652.030	68.00
05/03/2016	AP	61446	FRONTIER	ACCT#231-164-4102-082208-5	261-427-930.210	531.09
05/03/2016	AP	61447	FRONTIER	MARCH 2016	101-131-930.210	70.85
05/03/2016	AP	61448	GAYLORD ARFF INC	AIRPORT MONTHLY CONTRACT PAYMENT	281-537-940.010	11,519.40
05/03/2016	AP	61449	GREAT LAKES ENERGY	ELECTRIC BILL	209-751-930.620	145.63
05/03/2016	AP	61450	LAPPANS OF GAYLORD INC	01-101495	208-751-726.050	593.39
05/03/2016	AP	61451	LAURA VONEITZEN	ACCIDENTALLY CHARGED FOR SERVICE	208-440-652.030	2.08
05/03/2016	AP	61452	LORRIE BAGANZ	PAYMENT FOR SUMMER CAMP	701-000-230.000	255.00
05/03/2016	AP	61453	LUTHERAN CHILD & FAMILY	PLACEMENT & CLOTHING ALLOWANCE	292-662-930.810	400.08
05/03/2016	AP	61454	MACAO-MI ASSOC OF COUNTIES	EDUCATION AND TRAINING - MACAO	645-172-704.400	75.00
05/03/2016	AP	61455	NICHOLAS JAMES ANTHONY	APRIL 2016	101-133-940.010	160.00
05/03/2016	AP	61456	OTSEGO COUNTY ABSTRACT/RYAN	OTHER INCOME - OVER AND SHORT	516-030-694.000	22.30
05/03/2016	AP	61457	OTSEGO COUNTY CLERK	BONDS PAYABLE	701-000-265.000	20.00
05/03/2016	AP	61458	OTSEGO COUNTY FOC	BONDS PAYABLE	701-000-265.000	1,200.00
05/03/2016	AP	61459	RANDY LINGENFELTER	BONDS PAYABLE	701-000-265.000	180.00
05/03/2016	AP	61460	ROSCOMMON COUNTY	PLACEMENT	292-662-930.810	1,680.00
05/03/2016	AP	61461	SANDRA MONTGOMERY	OTHER INCOME - OVER AND SHORT	516-030-694.000	36.09
05/03/2016	AP	61462	SCOTT T BEATTY	APRIL 2016	215-141-940.010	1,600.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
05/03/2016	AP	61463	UCMAN	AIRPORT FEE INVOICE # 2163	281-537-920.410	16.00
05/03/2016	AP	61464	VISION SERVICE PLAN (VSP)	ACCT#12 049684 0797	647-851-704.110	1,412.20
05/03/2016	AP	61465	WEST PAYMENT CENTER	MARCH 2016	101-131-940.010	122.62
		61465		MARCH 2016	215-141-940.010	132.83
						<hr/> 255.45
05/03/2016	AP	61466	WINN TELECOM	989-705-1786 APRIL	588-699-930.210	258.86
			TOTAL - ALL FUNDS	TOTAL OF 33 CHECKS		43,462.30

Total for fund 101 GENERAL FUND	3,834.59
Total for fund 205 WORK CAMP	54.36
Total for fund 208 PARKS AND RECREATION	1,317.80
Total for fund 209 GROEN NATURE PRESERVE FUND	1,471.40
Total for fund 215 FRIEND OF THE COURT	1,732.83
Total for fund 261 911 SERVICE FUND	531.09
Total for fund 281 AIRPORT	13,466.71
Total for fund 282 AIRPORT SPECIAL EVENTS FUND	58.27
Total for fund 292 CHILD CARE FUND	7,890.08
Total for fund 499 CAPITAL PROJECTS FUND	212.80
Total for fund 516 DELINQUENT TAX REVOLVING	115.80
Total for fund 588 TRANSPORTATION FUND	357.86
Total for fund 595 JAIL COMMISSARY	444.70
Total for fund 637 BUILDING AND GROUNDS	8,752.80
Total for fund 645 ADMINISTRATIVE SERVICES	154.01
Total for fund 647 HEALTH CARE FUND	1,412.20
Total for fund 701 GENERAL AGENCY	1,655.00
TOTAL - ALL FUNDS	43,462.30

05/03/2016 08:48 AM
User: dlandrie
DB: Otsego Co

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
CHECK NUMBER 61176

Check Date	Bank	Check #	Payee	Description	GL #	Amount
04/12/2016	AP	61176	KEVIN N RIZE	GAGE INSTRUCTOR COURSE		** VOIDED **
			TOTAL - ALL FUNDS	TOTAL OF 1 CHECKS (1 voided)		0.00
--- GL TOTALS ---						

05/03/2016 08:48 AM
User: dlandrie
DB: Otsego Co

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
CHECK NUMBER 59668

Check Date	Bank	Check #	Payee	Description	GL #	Amount
12/22/2015	AP	59668	DOVER TOWNSHIP TREASURER	2015 SWAMP TAX		** VOIDED **
---			GL TOTALS ---	TOTAL - ALL FUNDS	TOTAL OF 1 CHECKS (1 voided)	0.00

05/03/2016 08:49 AM
User: dlandrie
DB: Otsego Co

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
CHECK NUMBER 59513

Check Date	Bank	Check #	Payee	Description	GL #	Amount
12/08/2015	AP	59513	U.S. POST OFFICE	CAPS ACCOUNT FOR NEW JURY SYSTEM		** VOIDED **
			TOTAL - ALL FUNDS	TOTAL OF 1 CHECKS (1 voided)		0.00
--- GL TOTALS ---						

**OTSEGO COUNTY
Board of Commissioners**



EXECUTIVE SUMMARY

AGENDA ITEM: May 10, 2016 Warrant	AGENDA DATE: May 10, 2016
AGENDA PLACEMENT: New Business, A. Financials, Item 2	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): Rachel Frisch, Finance Director/Assistant Administrator	ATTORNEY REVIEW: No

BACKGROUND/DISCUSSION:

The County issues a check disbursement report (Warrant) every week for County payables as well as occasional unavoidable supplemental warrants. The following warrants will be on the agenda.

The May 10, 2016 Warrant: Totaling \$257,005.48

RECOMMENDATION:

Staff requests approval of the warrants as detailed above with a total amount of \$257,005.48

Check Date	Bank	Check #	Payee	Description	GL #	Amount
05/10/2016	AP	1460 (E)	AVFUEL CORPORATION	INV#008322300	281-000-228.023	271.62
		1460 (E)		INV#008322300	281-537-930.664	12,166.55
						12,438.17
05/10/2016	AP	1461 (E)	CONSUMERS ENERGY	100060707310 3-17-16 TO 4-13-16	212-430-930.620	844.70
		1461 (E)		ACCT#1000 7019 9300	226-528-940.010-PROG000000	24.56
						869.26
05/10/2016	AP	61467	123NET		637-265-930.210	1,335.30
05/10/2016	AP	61468	87- A DISTRICT	APRIL 2016	101-131-930.150	974.73
05/10/2016	AP	61469	87-A DISTRICT COURT- IMPREST	4/22/16 BENCH TRIAL - WITNESS FEES	101-131-930.940	41.70
05/10/2016	AP	61470	ADVANCE AUTO PARTS	0961 SHERIFF #6912	588-699-726.050	61.99
05/10/2016	AP	61471	ADVANCED CORRECTIONAL	IMATE MEDICAL	101-351-930.470	3,458.80
05/10/2016	AP	61472	AIRGAS USA LLC	INV # 9934942129	281-537-920.410	33.01
05/10/2016	AP	61473	ALPINE ANIMAL HOSPITAL	APRIL MEDICAL	212-430-930.471	99.50
		61473		APRIL STERILIZATION	212-430-930.980	734.75
						834.25
05/10/2016	AP	61474	AMERICAN WASTE	1421780	212-430-920.410	70.00
05/10/2016	AP	61475	AUTO VALUE GAYLORD	308906 BUS #24	588-699-726.050	408.97
05/10/2016	AP	61476	AXE & ECKLUND PC	LEGAL SERVICES IN CONNECTION WITH	516-253-920.410	4,095.10
05/10/2016	AP	61477	BARBARA J GOWARD	4/16/16 GUARDIANSHIP	101-131-930.500	7.66
		61477		4/16/16 GUARDIANSHIP REVIEW	101-131-930.830	30.00
						37.66
05/10/2016	AP	61478	BILLI THOMPSON	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	9.00
05/10/2016	AP	61479	BLAKE GOBER	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	156.00
05/10/2016	AP	61480	BOYNE COUNTRY HEATING &	PROSEC TRST RESTITUTION	701-000-299.000	11,826.43
05/10/2016	AP	61481	BRADLEY J. BUTCHER	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	100.00
05/10/2016	AP	61482	BRUCE TILLINGER	SERVICES THROUGH 04/28/16	249-371-801.027	1,020.00
05/10/2016	AP	61483	BS&A SOFTWARE INC	DELQ TAX SYSTEM MAY 1ST, 2016-MAY	516-253-920.410	4,358.00
05/10/2016	AP	61484	C2AE	INV#62161	499-901-970.300-LAWN	140.78
05/10/2016	AP	61485	CATHERINE ISBELL	4/26/16 TRANSPORT -	101-134-930.500	129.60
		61485		4/26/16 TRANSPORT	101-134-940.010	54.00
		61485		4/26/16 TRANSPORT -	292-662-930.500	16.20
		61485		4/26/16 TRANSPORT	292-662-930.830	9.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
						208.80
05/10/2016	AP	61486 61486	CDW GOVERNMENT INC	PROPERTY-COMPUTER UPGRADE PROJECT KYOCERA M3540IDN MONO MFP	215-141-970.440 499-901-970.300-MEDEXAM	500.48 1,739.12
						2,239.60
05/10/2016	AP	61487 61487	CHARTER COMMUNICATIONS	PARK INTERNET INMATE CABLE	208-751-726.000 595-351-726.000	69.98 219.71
						289.69
05/10/2016	AP	61488	CHUCKS ELECTRIC OF GAYLORD	830	208-752-726.050	16,455.00
05/10/2016	AP	61489	CITY OF GAYLORD	DOG PARK 3-16-16 TO 4-15-16	212-430-920.200	68.82
05/10/2016	AP	61490	CONNIE BOUGHNER	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	500.00
05/10/2016	AP	61491	CONSUMER'S MUTUAL INSURANCE	INV#2395542	647-851-704.110	987.61
05/10/2016	AP	61492	COUNTY EQUALIZATION SERVICES	INV#0142016	101-257-801.025	5,000.00
05/10/2016	AP	61493 61493	CROSSROADS INDUSTRIES	PRINTING INV#16588 16841 SHREDDE3D PAPERS	282-537-930.300 588-699-940.010	385.10 38.85
						423.95
05/10/2016	AP	61494	CUMMINGS, MCCLOREY, DAVIS &	INV#228060	260-270-801.020	5,432.00
05/10/2016	AP	61495	DARCY ISAMAN	K. ISAMAN, VETERANS BURIAL	101-681-930.960	300.00
05/10/2016	AP	61496	DAVID O'CONNOR	CAMPING REFUND	208-440-652.030	42.00
05/10/2016	AP	61497	DELL MARKETING LP	PROPERTY-COMPUTERS PROJECT	215-141-970.440	11,865.52
05/10/2016	AP	61498	DOLLAR GENERAL	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	0.50
05/10/2016	AP	61499	DON ATKINSON	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	84.70
05/10/2016	AP	61500 61500	DONNA A CURIAK	4/20/16 GUARDIANSHIP 4/20/16 GUARDIANSHIP	101-131-930.500 101-131-930.830	22.00 30.00
						52.00
05/10/2016	AP	61501	DONNA KORONKA	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	150.00
05/10/2016	AP	61502	DOUGLAS FRANCKOWIAK	INV#618	261-427-940.010	80.00
05/10/2016	AP	61503 61503	DOUGLAS HEMPENSTALL		101-648-801.020 101-648-930.500	500.00 6.20
						506.20
05/10/2016	AP	61504	DOVER TOWNSHIP TREASURER	UNDISTRIBUTED SWAMP TAX	701-000-274.003	530.90
05/10/2016	AP	61505 61505	DUNNS	SUPPLIES DEP 406, INV 825032 & 826013	101-131-940.111 101-267-726.000	62.24 257.01

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		61505		6 ROLLS THERMAL PAPER	101-351-726.000	10.20
		61505		VETERANS, ACCT#2647 COPIER	101-682-920.410	17.80
		61505		824794-0	212-430-726.000	223.64
		61505		SUPPLIES	215-141-726.000	126.67
		61505		HOUSING, ACCT#2647 COPIER	232-690-920.410	17.80
		61505		INVOICE # 824545-0 THERMAL PAPER	281-537-726.000	45.24
		61505		8254820 LEGAL PADS	588-699-726.000	6.94
		61505		8249470 K. TOWELS, TRASH BAGS	588-699-726.025	135.59
						<u>903.13</u>
05/10/2016	AP	61506	EMMET COUNTY DPW	INV#504161	226-528-940.010-PROG000000	22,923.77
05/10/2016	AP	61507	FENNELL, CHANTAL	OTHER INCOME - OVER AND SHORT	516-030-694.000	25.00
05/10/2016	AP	61508	FRONTIER	CENTER PHONE BILL	208-752-930.210	62.14
		61508		989-705-2645-020712-5	212-430-930.210	73.70
		61508		ACCT#269-161-8203-082208-5	261-427-930.210	63.81
						<u>199.65</u>
05/10/2016	AP	61509	GALLS INC AN ARAMARK CO	005224069	212-430-726.046	100.94
05/10/2016	AP	61510	GAYLORD CITY TREASURER	DUE CITIES	701-000-221.000	447.15
05/10/2016	AP	61511	GAYLORD DRY CLEANERS	RD PATROL DRYCLNG	101-301-920.410	80.00
		61511		CIVIL DIVISION DRYCLNG	101-302-920.410	40.00
		61511		416SRP DRCLNG	101-334-920.410	9.00
		61511		CORRECTIONS ALTERATION & RESTRAINT	101-351-920.410	11.50
						<u>140.50</u>
05/10/2016	AP	61512	GAYLORD ELECTRIC	1610 INSTALLED GARAGE LIGHTING	588-699-726.025	3,575.00
05/10/2016	AP	61513	GAYLORD MACHINE & FABRICATION	1286-2218	209-751-726.050	210.00
05/10/2016	AP	61514	GENESEEE COUNTY MEDICAL	INV#A69-16-2005	101-648-930.920	2,460.00
05/10/2016	AP	61515	GILL ROYS HARDWARE	INV # 1604-676748 KEYS/ DRILL BITS	281-537-920.400	188.84
05/10/2016	AP	61516	HALEY HUDSON	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	45.00
05/10/2016	AP	61517	HARBOR HOUSE PUBLICATIONS	AIRPORT ADD IN CHAMBER DIRECTORY	281-537-930.300	295.00
05/10/2016	AP	61518	HARMON PIERCE	CABIN REFUND CANCELLATION	208-440-652.045	100.00
05/10/2016	AP	61519	HON. GEORGE J. MERTZ	MJI CHIEF JUDGES SEMINAR 3/8 -	101-131-940.111	254.84
05/10/2016	AP	61520	IMAGE FACTORY INC	BUSN CRDS-DAN	205-301-726.000	125.00
05/10/2016	AP	61521	IMPREST CASH EQUALIZATION	POSTAGE	101-257-930.450	9.80
05/10/2016	AP	61522	IMPREST CASH, OTSEGO COUNTY	1029 RETURNED TOKENS	588-699-726.000	25.00
		61522		1030 CLEANERS	588-699-726.025	23.31
		61522		1028 BUS #11	588-699-726.050	4.22

Check Date	Bank	Check #	Payee	Description	GL #	Amount
						52.53
05/10/2016	AP	61523	IMPREST CASH, OTSEGO COUNTY	RD PATROL PORTION/VEH CLEANING	101-301-726.050	7.25
		61523		CIVIL DIV PORTION/VEH CLEANING	101-302-726.050	2.28
		61523		WORK CAMP PORTION/VEH CLEANING	205-301-726.050	2.28
						11.81
05/10/2016	AP	61524	INDUSTRIAL MARKETING	INV # 040671 HEADLIGHT SWITCH	281-537-920.400	28.58
05/10/2016	AP	61525	INTERSTATE BATTERY SYSTEM OF	23393840 STOCK	588-699-726.050	231.90
05/10/2016	AP	61526	JEFFERY B PROUX	SERVICES THROUGH 04/28/16	249-371-801.027	1,615.00
05/10/2016	AP	61527	JEFFREY OSWALD	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	25.00
05/10/2016	AP	61528	JENSENS ANIMAL HOSPITAL	137768	212-430-930.471	737.01
05/10/2016	AP	61529	JESSICA ROGERS	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	19.20
05/10/2016	AP	61530	JIM WERNIG INC	18035 SILVER CAR **KEY	588-699-726.000	6.25
		61530		18053B STOCK	588-699-726.050	657.94
		61530		RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	50.00
						714.19
05/10/2016	AP	61531	JIM'S ALPINE AUTOMOTIVE	1-690819 STOCK & BUS #30	588-699-726.050	1,814.27
05/10/2016	AP	61532	JOHN E REID & ASSOCIATES INC	INTERVIEW TRNG/J FOX	101-301-704.400	420.00
05/10/2016	AP	61533	JOHN LAFAVE	04/21/16 HOUSING MTG PER DIEM	233-690-703.040	40.00
		61533		TRAVEL REIMBURSEMENT	233-690-930.500	6.27
						46.27
05/10/2016	AP	61534	JOHNSON OIL COMPANY	VEH#697 BALANCE 4 TIRES	101-301-726.050	65.95
		61534		AIRPORT # 262634 OFF ROAD DIESEL	281-537-930.662	738.61
						804.56
05/10/2016	AP	61535	JOSEPH SEIFERT	SERVICES THROUGH 04/28/16	249-371-801.026	840.00
05/10/2016	AP	61536	JOSEPH WAMBOLD	04/21/16 HOUSING MEETING PER DIEM	233-690-703.040	40.00
05/10/2016	AP	61537	JUNE ELIZABETH GREVE	MAY 2016	101-131-726.025	150.00
		61537		MAY 2016	215-141-726.025	150.00
						300.00
05/10/2016	AP	61538	JUSTIN HOLZSCHU		101-648-801.020	100.00
05/10/2016	AP	61539	KATHRYN M HOLMES, MALPC-S	FAMILY COUNSELING - ADKINS V	101-166-940.010	850.00
05/10/2016	AP	61540	KERRIE JO DAENZER	4/21/16 GUARDIANSHIP	101-131-930.500	13.00
		61540		4/21/16 GUARDIANSHIP REVIEW	101-131-930.830	30.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
						43.00
05/10/2016	AP	61541	KEVAN D FLORY	04/21/16 HOUSING MEETING PER DIEM	233-690-703.040	40.00
		61541		SERVICES THROUGH 04/27/16	249-371-801.024	1,950.00
						<u>1,990.00</u>
05/10/2016	AP	61542	KILPATRICK & ASSOCIATES PC	TREETOPS CASE NUMBER 14-22602-DOB	516-253-920.410	7,207.00
05/10/2016	AP	61543	KOHL'S CORPORATE LOSS	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	143.22
05/10/2016	AP	61544	KRISTAN NEWHOUSE	4/13/16 DEFERRAL	101-131-801.022	75.00
05/10/2016	AP	61545	MACAO-MI ASSOC OF COUNTIES	REGIS. FOR R. FRISCH-	645-201-704.400	175.00
05/10/2016	AP	61546	MARKUS LABUSCH	OTHER INCOME - OVER AND SHORT	516-030-694.000-TAX2010000	41.86
05/10/2016	AP	61547	MATTHEW EDWARD MCLAUGHLIN	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	20.80
05/10/2016	AP	61548	MEYER ACE	WD-40	208-751-726.000	5.59
05/10/2016	AP	61549	MICHELLE FRAKES		101-648-801.020	760.00
		61549			101-648-930.460	300.00
		61549			101-648-930.500	41.00
						<u>1,101.00</u>
05/10/2016	AP	61550	MICHIGAN ASSOC. OF CPAS	ORDER ID#361258	645-201-930.600	260.00
05/10/2016	AP	61551	MICHIGAN FAMILY SUPPORT	2016 MFSC SPRING CONFERENCE	215-141-704.400	75.00
05/10/2016	AP	61552	MID NORTH PRINTING INC	84396 MAILING LABELS	588-699-726.000	96.85
05/10/2016	AP	61553	MID STATES BOLT & SCREW CO	30775572 BUS #12	588-699-726.050	19.41
05/10/2016	AP	61554	MIDWEST VETERINARY SUPPLY,	7084400-000	212-430-726.035	238.87
05/10/2016	AP	61555	MITCHELL 1	04/25/2016 TECHNICAL PROGRAM	588-699-726.050	2,200.00
05/10/2016	AP	61556	MMRMA	RESTITUTION PAID BY	208-030-676.040	75.00
05/10/2016	AP	61557	MUNICIPAL FINANCIAL	FINANCIAL ASSISTANCE	516-253-920.410	4,871.34
05/10/2016	AP	61558	MUSIK HAUS	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	50.00
05/10/2016	AP	61559	MUTUAL OF OMAHA	GROUP ID# G000AYJX (DUE	704-000-231.870	3,072.86
05/10/2016	AP	61560	NORTH EXCAVATING & ASPHALTING	INV#43016-5 (SNOW REMOVAL)	226-528-940.010-PROG000000	225.00
05/10/2016	AP	61561	NORTHERN MICHIGAN REVIEW	ACCT# 14117214 AFFIDAVIT	233-690-930.300	184.38
		61561		ACCT#14120357	266-901-930.300	60.00
		61561		ACCT#14120357	499-901-970.300-DOORS_CTY_	91.88
						<u>336.26</u>
05/10/2016	AP	61562	NORTHERN TANK TRUCK SERVICE	421565 CLEAN SAND & WATER FROM	588-699-726.025	360.00
05/10/2016	AP	61563	NORTHWEST MICHIGAN COMMUNITY	INMATE DENTAL SERVICE	101-351-930.470	238.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
05/10/2016	AP	61564	OMS COMPLIANCE SERVICES INC	INV#83326	208-751-726.000	159.00
		61564		INV#83262 (PRE-EMP DRUG TEST)	208-752-726.000	79.50
						<u>238.50</u>
05/10/2016	AP	61565	OSI HARDWARE	CISCO CATALYST 2960-CX 8 PORT POE	101-648-920.400	707.83
05/10/2016	AP	61566	OTSEGO COUNTY BUS SYSTEM	W/O#156 VEH6912 SES LIGHT/CHG	101-301-726.050	246.47
05/10/2016	AP	61567	OTSEGO COUNTY EMS	04182016-01 12 CPR CLASS	588-699-940.010	540.00
05/10/2016	AP	61568	OTSEGO COUNTY ROAD COMMISSION	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	36.47
05/10/2016	AP	61569	OTSEGO LAKE CORNER STORE	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	200.00
05/10/2016	AP	61570	OTSEGO MEMORIAL HOSPITAL	INMATE MEDICAL	101-351-930.470	3,875.00
05/10/2016	AP	61571	OTSEGO MEMORIAL HOSPITAL	INMATE MEDICAL WALK INOVICES	101-351-930.470	1,278.50
05/10/2016	AP	61572	OTSEGO OUTDOOR MAINTENANCE	SNOW PLOWING APRIL	208-752-920.320	59.00
05/10/2016	AP	61573	PATRICK,	13-14794-DC ADKINS V ZMIKLY	101-166-940.010	225.00
05/10/2016	AP	61574	PAUL COON	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	30.00
05/10/2016	AP	61575	QUILL CORPORATION	SUPPLIES	215-141-726.000	83.97
05/10/2016	AP	61576	REEFER SERVICE INC	INV013963 BUS #30	588-699-726.050	104.56
05/10/2016	AP	61577	RENEE EDWARDS	APRIL 2016	292-662-940.010	1,080.00
05/10/2016	AP	61578	RITE AID PHARMACY #1663	IMATE PHARMACY	101-351-726.035	943.88
05/10/2016	AP	61579	RONS WRECKER	125743 CHEVY AVEO/ KEYS LOCKED OUT	588-699-940.010	40.00
05/10/2016	AP	61580	RYAN OWENS	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	24.00
05/10/2016	AP	61581	SHIRT WORKS	INVOICE # 3480 SHIRT ORDER AIRSHOW	282-537-930.300	3,473.00
05/10/2016	AP	61582	SOUL PURPOSE COUNSELING &	APRIL 2016	101-133-940.010	140.00
05/10/2016	AP	61583	SPARTAN SEWER & SEPTIC TANK	PORTA JOHN RENTAL	209-751-726.000	90.00
05/10/2016	AP	61584	STANDARD ELECTRIC COMPANY	INV # 9509563-00 P-CELL 1800W	281-537-920.400	296.12
05/10/2016	AP	61585	STAPLES BUSINESS ADVANTAGE	INV#3299713764 (ADMIN)	101-000-106.000	1,115.64
		61585		SUPPLIES	101-131-726.000	51.32
		61585		INV#3299713766 (LG WHITE ENV.)	645-172-726.000	31.91
						<u>1,198.87</u>
05/10/2016	AP	61586	STATE OF MICHIGAN	DRIVERS LICENSE REINSTATEMENT	701-000-228.030	345.00
		61586		CRIME VICTIM RIGHTS FUNDS	701-000-228.037	4,604.68
		61586		STATE COURT FUND	701-000-228.042	114.00
		61586		JUROR COMPENSATION REIMBURSE	701-000-228.057	345.00
		61586		CIVIL FILING FEE FUND	701-000-228.058	2,597.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		61586		JUSTICE SYSTEM FUND	701-000-228.059	11,387.03
						<u>19,392.71</u>
05/10/2016	AP	61587	STEPHANY GODDARD	4/21/16 GUARDIANSHIP	101-131-930.500	10.00
		61587		4/21/16 GUARDIANSHIP REVIEW	101-131-930.830	30.00
						<u>40.00</u>
05/10/2016	AP	61588	STEVE RIOZZI	04/21/16 HOUSING MTG PER DIEM	233-690-703.040	40.00
		61588		04/21/16 TRAVEL REIMBURSEMENT	233-690-930.500	3.62
						<u>43.62</u>
05/10/2016	AP	61589	TAMMY LABOUEF	04/21/16 PER DIEM, HOUSING MTG	233-690-703.040	40.00
05/10/2016	AP	61590	TELEPHONE SUPPORT SYSTEMS INC		266-901-970.435-PHONE	10,499.70
05/10/2016	AP	61591	TERRI THOMASMA	ITEMS FOR FAMILY FUN FARE	101-267-930.983	79.45
05/10/2016	AP	61592	THE BANK OF NEW YORK MELLON	PRINCIPAL	569-906-990.100	35,000.00
		61592		INTEREST	569-906-990.200	16,775.00
						<u>51,775.00</u>
05/10/2016	AP	61593	THE BANK OF NEW YORK MELLON	ROAD COMM BOND PAYMENT FEE FOR	569-906-990.210	750.00
05/10/2016	AP	61594	THE CRIME VICTIM FOUNDATION	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	40.00
05/10/2016	AP	61595	THOMAS J PUDVAN		101-648-930.210	40.00
		61595			101-648-930.500	29.00
		61595			101-648-930.920	816.67
						<u>885.67</u>
05/10/2016	AP	61596	TIMOTHY MCPHERSON	MSP ADMINISTRATION	101-332-801.020	787.93
05/10/2016	AP	61597	TITLE CHECK LLC	APRIL ADMIN FEES 2013 TAX CYCLE	516-253-920.410	2,099.90
05/10/2016	AP	61598	TRINITY SERVICES GROUP INC	INMATE COMMISSARY PURCHASE	595-351-726.000	555.11
05/10/2016	AP	61599	UNITEX DIRECT	RD UNIFORMS/2 S/S SHIRTS 7 2 PR	101-301-726.046	316.28
05/10/2016	AP	61600	VALLEY TRUCK PARTS	3-1196479 STOCK; 3-1196598 BUS #12	588-699-726.050	11.15
05/10/2016	AP	61601	VERIZON WIRELESS		101-301-930.230	68.12
		61601			101-351-930.230	59.87
		61601			205-301-930.210	119.74
		61601			208-752-930.230	66.07
		61601			261-427-930.230	38.01
		61601			281-537-930.230	60.62
		61601			645-172-930.230	62.00
						<u>474.43</u>
05/10/2016	AP	61602	VISION SERVICE PLAN (VSP)	ACCT# 30 064226 0001 (RETIRES)	647-851-704.110	129.03

Check Date	Bank	Check #	Payee	Description	GL #	Amount
05/10/2016	AP	61603	WAL-MART STORES ASSET	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	729.08
05/10/2016	AP	61604	WALMART COMMUNITY GEMB	002328 000785 002377	212-430-726.000	403.41
05/10/2016	AP	61605	WASH N GO MANAGEMENT INC	10727	212-430-920.410	25.00
05/10/2016	AP	61606	WAYNE ISBELL	4/26/16 TRANSPORT	101-134-940.010	54.00
		61606		4/26/16 TRANSPORT	292-662-930.830	9.00
						<u>63.00</u>
05/10/2016	AP	61607	WILBER AUTOMOTIVE SUPPLY INC	008298 STOCK	588-699-726.050	240.42
05/10/2016	AP	61608	ZAREMBA EQUIPMENT INC	S 95419 STOCK	588-699-726.050	1,457.16
		61608		W 57459 BUS #6	588-699-920.400	194.82
						<u>1,651.98</u>
			TOTAL - ALL FUNDS	TOTAL OF 144 CHECKS		257,005.48

Total for fund 101 GENERAL FUND	27,694.52
Total for fund 205 WORK CAMP	247.02
Total for fund 208 PARKS AND RECREATION	17,173.28
Total for fund 209 GROEN NATURE PRESERVE FUND	300.00
Total for fund 212 ANIMAL CONTROL	3,620.34
Total for fund 215 FRIEND OF THE COURT	12,801.64
Total for fund 226 RECYCLING FUND	23,173.33
Total for fund 232 HOUSING COMMISSION	17.80
Total for fund 233 HUD GRANT FUND	394.27
Total for fund 249 BUILDING INSPECTION FUND	5,425.00
Total for fund 260 LEGAL DEFENSE FUND	5,432.00
Total for fund 261 911 SERVICE FUND	181.82
Total for fund 266 EQUIPMENT FUND	10,559.70
Total for fund 281 AIRPORT	14,124.19
Total for fund 282 AIRPORT SPECIAL EVENTS FUND	3,858.10
Total for fund 292 CHILD CARE FUND	1,114.20
Total for fund 499 CAPITAL PROJECTS FUND	1,971.78
Total for fund 516 DELINQUENT TAX REVOLVING	22,698.20
Total for fund 569 DEBT SERVICE	52,525.00
Total for fund 588 TRANSPORTATION FUND	12,254.60
Total for fund 595 JAIL COMMISSARY	774.82
Total for fund 637 BUILDING AND GROUNDS	1,335.30
Total for fund 645 ADMINISTRATIVE SERVICES	528.91
Total for fund 647 HEALTH CARE FUND	1,116.64
Total for fund 701 GENERAL AGENCY	34,610.16
Total for fund 704 PAYROLL IMPREST FUND	3,072.86
TOTAL - ALL FUNDS	257,005.48

**OTSEGO COUNTY
Board of Commissioners**



EXECUTIVE SUMMARY

AGENDA ITEM: OCR 16-16 National Police Week	AGENDA DATE: May 10, 2016
AGENDA PLACEMENT: New Business, B.	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): John Burt, County Administrator	ATTORNEY REVIEW: No

BACKGROUND:

This resolution proclaims May 15th through May 21st National Police Week, and May 15, 2015 as Police Memorial Day.

DISCUSSION:

This resolution, with similar wording, has been annually adopted by the Board of Commissioners and presented at the Police Memorial Day event, which will be on Friday, May 13 at 10:00 a.m. under the pavilion this year.

RECOMMENDATION:

Staff requests Board adoption of the proposed resolution OCR 16-16.

OCR 16-16
Proclaiming National Police Week & Police Memorial Day
OTSEGO COUNTY BOARD OF COMMISSIONERS
May 10, 2016

WHEREAS, The Congress of the United States of America has designated the week of May 15th through May 21st, 2016 to be dedicated as "NATIONAL POLICE WEEK" and May 15th of each year to be "NATIONAL PEACE OFFICERS MEMORIAL DAY"; and

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Otsego County Sheriff's Department; and

WHEREAS, there have been 15,275 assaults against law enforcement officers in 2014, resulting in approximately 13,824 injuries; and

WHEREAS, since the first recorded death in 1791, more than 20,000 enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including 3 members of the Otsego County Sheriff's Department; and

WHEREAS, 252 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 123 killed in 2015 and 129 officers killed in previous years; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during Washington, DC's National Law Enforcement Officers Memorial Fund's 28th Annual Candlelight Vigil, on the evening of May 13, 2016; and

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this year on May 15th through 21st; because May 15th falls on Sunday this year, Otsego County's event will take place on Friday, May 13th; and

WHEREAS, May 15th is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff; and

WHEREAS, the members of law enforcement agencies protect life and property throughout the County of Otsego and play an essential role in safeguarding the rights and freedoms of our citizens; and

WHEREAS, the County of Otsego desires to honor the valor, service and dedication of its own Sheriff Deputies, especially those who have given their lives in the line of duty; and

WHEREAS, the County of Otsego further desires to recognize and appreciate the duties, hazards, and sacrifices of law enforcement personnel; and

WHEREAS, the Board of Commissioners calls upon the citizens of Otsego County to take a moment on May 15th, to remember those fallen officers who made the ultimate sacrifice for their fellow man; now, therefore, be it

RESOLVED, that we proclaim the week of May 15th to May 21st to be "POLICE WEEK" and call upon all our citizens in this community to especially honor and show our sincere appreciation for the Sheriff Deputies of this County by deed, remark and attitude; and be it further

RESOLVED that the flags be flown at half-staff on May 13th during Otsego County's ceremony as well as over the weekend on May 14th & May 15th in honor of Deputy Carl L. Darling, Jr., who gave his life in the line of duty on May 3, 1986; Sergeant Larry C. Washburn, who died while on duty on May 15, 1994 and Deputy John K. Gunsell, who died in the line of duty on September 12, 2004.