



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, February 23, 2010 beginning at 9:30 a.m., at the County Building at 225. W. Main Street, Room 100, Gaylord, Michigan 49735.

AGENDA

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval and Correction of Regular Minutes of February 9, 2010 w/attachments

Consent Agenda

- A. Budget & Finance Committee Recommendations
 - 1. FY 2009 General Fund Budget Amendment - Motion to Approve
 - 2. FY 2010 Court Budget Amendment - Motion to Approve
 - 3. FY 2010 Various Budget Amendment - Motion to Approve

Department Head Report

- A. Land Use Services Update - Joe Ferrigan, Director
- B. Library Update - Maureen Derenzy, Director

Committee Reports

- A. Budget & Finance Committee
 - 1. Fee Schedule Update
 - 2. Homeland Security Grant Program Consultant Agreement
 - 3. Arrow Sanitation Recycling Bin Agreement
 - 4. Conservation District Recycling Agreement
 - 5. Crossroads Industries Agreement
 - 6. Emmet County Recycling Agreement
- B. Transportation & Airport Committee
 - 1. OCR 10-03 Bus System State Financial Assistance
- C. Justice & Public Safety Committee
 - 1. Hazardous Material Spill Notification Ordinance
- D. Parks and Recreation Commission
 - 1. OCR 10-04 Waterways Grant Agreement Addendum

City Liaison, Township & Village Representatives

Correspondence

New Business

- A. Financials
 - 1. February 16, 2010 Warrant
 - 2. February 23, 2010 Warrant
- B. OCR 10-05 Merit Network Grant Support
- C. NCCMH Lease Agreements
- D. Purchasing Policy Update

Public Comment

Board Remarks, Announcements, and informal discussions

Adjournment

February 9, 2010

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

Roll call:

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

Excused: Erma Backenstose, Mike Hyde.

Motion by Commissioner Clark Bates, to approve the regular minutes of January 26, 2010 with attachments. Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to adopt OCR-10-02 MDNRE Site Assessment Grant.

Ayes: Unanimous. Motion carried/Resolution adopted. (see attached)

Motion to approve the 2009 Parks and Recreation budget amendment as presented. Ayes: Unanimous. Motion carried. (see attached)

Department Head Report:

Jim McBride reported on the Sheriff's Department.

Mike Thompson reported on Emergency Management/9-1-1.

Committee Reports:

Motion by Commissioner Paul Beachnau, to accept the Planning and Zoning 2009 Time study; reallocate the appropriate expenses to the Building Department Fund along with associated budget amendment and reduce the cost to the Townships for zoning services by the corresponding amount. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Doug Johnson, to proceed with the preparation of construction plans for a new Animal Control facility to be located at 540 S. Illinois Ave. Ayes: Bates, Beachnau, Liss, Harkness, Johnson, Brown. Nays: Glasser. Excused: Backenstose, Hyde. Motion carried.

Motion by Commissioner Doug Johnson, to eliminate the full-time Kennel Attendant position at the end of March, 2010; add a part-time irregular Assistant Animal Control Officer position, and to approve the associated budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Chairman Ken Glasser appointed Commissioner Erma Backenstose as the Commissioner Representative to the Straits Area Narcotics Enforcement.

Motion by Commissioner Beachnau, to create a recycling fund (special revenue fund #226) and to advance \$25,000 into the fund to proceed with a one-year recycling pilot program to begin on May 1 with the advance funds to come from the general fund contingency. Ayes: Unanimous. Motion carried.

Elizabeth Haus reported on the Planning Commission meeting.

Mary Sanders thanked the Finance Committee and John Burt.

Randy Stults reported the next Planning Commission meeting is February 22, 2010; Complemented Bagley Township on the cleanup of the burned motel.

Cindy Pushman reported on the MSHDA Emergency shelter grant.

Motion by Commissioner Clark Bates, to approve the MSHDA Emergency Solutions Grant (ESG) for April 1-September 30, 2010 as presented. Ayes: Unanimous. Motion carried.

New Business:

Motion by Commissioner Bruce Brown, to approve the February 2, 2010 Warrant in the amount of \$181,988.08 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, to approve the February 9, 2010 Warrant in the amount of \$67,916.55 as presented. Ayes: Unanimous. Motion carried.

Board Remarks:

Commissioner Robert Harkness: Charlton Township meeting.
Asian Carp.

Commissioner Paul Liss: Vanderbilt/Corwith Fire Board Millage.

Commissioner Paul Beachnau: Chamber Annual awards dinner February 18th at Treetops.

Commissioner Doug Johnson: Health Department.
Parks and Recreation meeting.

Meeting adjourned at 11:03 a.m. at the call of the Chair.

Kenneth R. Glasser, Chairman

Susan I. DeFeyter, Otsego County Clerk

OCR 10-02
G-P Site Assessment Grant Resolution
Otsego County Board of Commissioners
February 9, 2010

WHEREAS, the Michigan Department of Natural Resources and Environment (MDNRE) provides grants and loans to communities through its Brownfield Redevelopment Grant and Loan program to encourage reuse of brownfield properties by funding demolition and environmental response activities;

WHEREAS, the redevelopment of the former Georgia-Pacific property is a partnership between the State of Michigan, the Otsego County Brownfield Redevelopment Authority (OCBRA), Otsego County, and a developer and environmental response activities are required as part of the redevelopment; and

WHEREAS, the project effectively meets the program criteria of need for financial assistance, local financial commitment, site reuse, and economic development and job creation; and

WHEREAS, the proposed development is consistent with local development plans, zoning ordinances, Otsego County Master Plan and will be under land use review; and

WHEREAS, the site for which an application for an MDNRE Brownfield Redevelopment Grant was requested are designated as a "Facility" under Part 201, 1994 Act 451 and neither the applicant, Otsego County Brownfield Redevelopment Authority nor the developer are liable parties; and, now, therefore, be it

RESOLVED, that the Otsego County Board of Commissioners authorizes the OCBRA to enter into a grant agreement with the Michigan Department of Natural Resources and Environment for a Brownfield Redevelopment grant for environmental response activities for the Georgia-Pacific Redevelopment Project.



**BROWNFIELD REDEVELOPMENT GRANT CONTRACT
BETWEEN THE
MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT
AND THE
OTSEGO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**

This Grant Contract ("Contract") is made between the Michigan Department of Natural Resources and Environment, Remediation and Redevelopment Division (hereafter "State"), and the Otsego County Brownfield Redevelopment Authority (hereafter "Grantee").

The purpose of this Contract is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to *Part 196, Clean Michigan Initiative Implementation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA)*. Legislative appropriation of funds for grant assistance is set forth in *2004 PA 309*. This Contract is subject to the terms and conditions specified herein.

Project Name: Northern Michigan Eco-Industrial Park
Amount of Grant: \$743,750
Start Date (Date executed by DEQ):

Project #: 451066-71
Tracking Code: 2010-1133
End Date:

GRANTEE CONTACT:

Norm Brechelsen
Name/Title
Otsego Co. Brownfield Redevelopment Authority
Organization
1062 Cross Street
Address
Gaylord, Michigan 49735
Address
089-350-6424
Telephone number
N/A
Fax number
nbrech@charterinternet.com
E-mail address
38-6004882
Federal ID number

STATE'S CONTACT:

Jeff Huklil, Grant Coordinator
Name/Title
DNRE – Remediation and Redevelopment Division
Division/Bureau/Office
525 West Allegan Street, Constitution Hall, 4 South
Address
Lansing, Michigan 48913
Address
517-335-2980
Telephone number
517-373-8857
Fax number
huklilj@michigan.gov
E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Grant Contract on behalf of their agencies, and that the parties will fulfill the terms of this Contract, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature of authorized official

Date

Name and title (typed or printed)

FOR THE STATE:

Lynelle Marolf, Acting Division Chief
Remediation and Redevelopment Division
Michigan Department of Natural Resources and Environment

Grant Execution Date

I. PROJECT SCOPE

This Contract and its appendices constitute the entire Contract between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A, and such activities as are authorized by the State under this Contract. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Contract.

(B) By acceptance of this Contract, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD

Upon signature by the State, the Contract shall be effective from the Start Date until the End Date on Page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on Page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Contract are not eligible for payment under this Contract.

III. CHANGES

Any changes to this Contract other than budget line item revisions less than 20 percent of the budget line item shall be requested by the Grantee in writing, and approved in writing by the State. The State reserves the right to deny requests for changes to the Contract or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Contract.

(A) The Grantee must complete and submit quarterly progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on Page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Grant.

(C) The Grantee must provide three (3) copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the Brownfield Redevelopment Grant and Loan Program, Department of Environmental Quality (DEQ), per the guidelines provided by the program.

(E) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work, or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract, or of any cause of action arising out of the performance of this Contract.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Contract or any payment under the Contract, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the State funded all or a portion of its development.

The State retains an irrevocable license to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph. Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

VII. ASSIGNABILITY

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 et seq.

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Contract is the responsibility of the State and not the responsibility of the Grantee if the liability is caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State, in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this contract should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees, respectively as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Contract.

XIII. ANTI-LOBBYING

If all or a portion of this contract is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this contract for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this contract for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the State.
- (2) Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45CFR1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to the grant contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of ten (10) years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Contract, or from the actions of others for whom the Grantee may be held liable.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Contract must not be financed by any source other than the State under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Contract is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Contract, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Contract are not allowed under the Contract, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Contract.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Contract may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).

(F) An amount equal to ten percent (10%) of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout and Appendix A.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Contract. Unless otherwise provided in this Contract or by State law, final payment under this Contract shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Contract.

XX. CANCELLATION

This Contract may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXI. TERMINATION

(A) This Contract may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on Page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Contract or any payment under this Contract.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee or agent of the State in an attempt to secure a sub-contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract.
- d. During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs a through c, above.
- e. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Department of Energy, Labor, and Economic Growth, or its successor.

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontractor is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

XXII. ACCESS AGREEMENTS

A voluntary access agreement or court-ordered access must be secured by the Grantee prior to performance of the scope of work described in Appendix A for any portion of the project area or property where grant activities will be undertaken and that is not owned by the Grantee. Evidence of access must be provided to the State at its request.

XXIII. GRANT ADMINISTRATION

The use of a Grant Administrator to review work plans, reports, and other documents prepared by the Contractor(s), review invoices, write project status reports, and coordinate project activities and communications is eligible for reimbursement conditional upon the State's approval of a scope of work and budget prior to incurring grant administration costs. Grant administration costs will be limited to three percent (3%) of the total grant amount.

XXIV. INELIGIBLE EXPENSES

Although the following costs may be related to the scope of work described in Appendix A, the following are ineligible for reimbursement under the grant:

Office equipment; software; insurance, except liability insurance required pursuant to this Agreement; taxes, except sales taxes; registrations, including registration of an underground storage tank; replacement or purchase of equipment; fees, including Baseline Environmental Assessment petition fees and late fees; drinking water supply replacement, as defined in 1990 AACS Rule 299.5401; operation and maintenance, as defined in 1990 AACS Rule 299.5103(d); restoration of property or infrastructure, unless included in Appendix A; fees for attorneys or legal advice; grant recipient staff time for application submission; costs incurred for environmental activities under a local Brownfield Redevelopment Authority Plan; costs incurred for activities outside a State-approved work plan; labor overtime; and training. Vehicle mileage will be reimbursed at a maximum of the federal rate allowed by the Internal Revenue Service at the time the costs are incurred. Other expenses may be determined ineligible in the course of invoice reviews.

XXV. BIDS, CONTRACTORS

(A) For contracts over \$20,000, the Grantee shall provide, or cause to be provided, the qualifications of the selected contractor(s) to the State. The State reserves the right to object to the selected contractor(s) or their qualifications. If the State has objections, it will inform the Grantee in writing within 30 days of receipt of the selected contractor's qualifications.

(B) For any contract over \$20,000, except professional services, the Grantee shall solicit, or cause to be solicited, bids from at least three qualified contractors. The Grantee shall provide to the State, copies of all bids received. If the contractor that submitted the lowest bid is not the contractor selected, the Grantee must submit written justification for the selection.

(C) Any contractor(s) retained for corrective action on regulated underground storage tanks shall be approved in accordance with Part 213, Leaking Underground Storage Tanks, and Part 215, Underground Storage Tank Financial Assurance, of the NREPA.

(D) Any contractor(s) retained for asbestos abatement shall possess appropriate qualifications to perform asbestos abatement.

(E) Contractor markup on subcontractors and equipment is limited to ten percent (10%) of the original cost.

XXVI. WORK PLANS AND PROJECT IMPLEMENTATION

(A) Prior to conducting any activities except property acquisition under the Contract, the Grantee or its contractor shall submit a detailed work plan to the State for its approval. Work plans must include a description of the proposed activities, a budget, and a schedule for conducting the activities under Appendix A. A supplementary work plan, budget, and schedule are required for each subsequent phase of work. The Grantee and its contractor shall not proceed with grant-

funded activities until the State approves the work plan, budget, and schedule in writing. The State may approve, modify and approve, or require amendments to the work plan.

(B) The Grantee or its contractor shall implement the work plan upon the State's written approval and according to the schedules contained therein. Changes or additions to the work plan may be submitted in writing and are subject to approval by the State. Changes to work plans without prior approval from the State, or performance of activities that are not part of an approved work plan or an amendment to a work plan, are considered ineligible expenses and may result in the Grantee being responsible for payment of unapproved activities.

XXVII. ECONOMIC DEVELOPMENT

(A) The Grant Recipient acknowledges by its signature of this Contract that there have been no material changes in the economic development proposal, property ownership, or other conditions of the property or project since the date the grant funds were awarded.

(B) In the event the proposed development changes or is not implemented, the Grantee shall immediately notify the State in writing and shall secure a new development project for the property within six (6) months after such notification. The Grantee shall then notify the State in writing of the proposed development. The alternate development project is also subject to approval by the State.

XXVII. OTHER TERMS AND CONDITIONS

(A) The State may withhold the grant until the State determines that the Grantee is able to proceed with the project scope described in Appendix A, pursuant to Part 106, Section 19612(3), of the NREPA.

(B) Following completion of the project, the State may conduct annual compliance inspections for two (2) years to determine whether the project is being maintained for the use specified in this Contract.

(C) The Grantee acknowledges, by signature of this Contract, that the State is not obligated to provide additional funding for this project. The Grantee shall assume responsibility for any additional environmental activity costs necessary to complete the project in excess of the approved Grant.

APPENDIX A

SITE NAME: Northern Michigan Eco-Industrial Park **TRACKING CODE:** 2010-1133
PROJECT #: 451065-71

GRANTEE RECIPIENT: Otsego County Brownfield Redevelopment Authority
COUNTY: Otsego

FUNDING: Clean Michigan Initiative Brownfield Redevelopment Grant
GRANT AMOUNT: \$743,750

FUNDING SOURCE: Part 196, Clean Michigan Initiative Implementation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). Legislative appropriation of funding assistance is set forth in 2006 PA 343.

PROPERTY SIZE AND LOCATION: The 933-acre site is located at 2212 Dickerson Road, Gaylord, Michigan 49735. (See Figure 1, 2, and 3). The site includes a large wooded area as well as an approximately 100-acre industrialized area.

SITE HISTORY AND OWNERSHIP: In 1964, the site was owned by U.S. Plywood and operated as a particle board mill. Champion International (Champion) succeeded U.S. Plywood as the operator of the particle board operation. A sawmill was also operating on the site until approximately 1975. A second particle board mill was built in 1975, and the original mill building was converted to warehouse space.

Georgia Pacific acquired the facility from Champion in 1985 and continued to operate the facility as a particle board mill. The balance of the property has been managed for timber production with stands of mixed hardwoods and plantation red pine. A rail line was constructed across the property in 2006 to serve a scrap metal processor located adjacent to the property.

Both Georgia Pacific and Champion are viewed as liable parties for this site. Georgia Pacific is the current owner of the property. They have conducted some limited investigations and soil excavation. Champion is currently meeting their environmental obligations at the site. Georgia Pacific still has some outstanding environmental obligations. Among these obligations are:
(a) the former landfill that exists on the property and associated ground water impacts (see Figure 1), (b) the glue wash-down deck at the N-4 plant and associated groundwater impacts, (c) the boiler blow-down ditch and associated groundwater impacts, and (d) five lagoons on the property and associated groundwater impacts (see Figure 4).

PROJECT SCOPE: The scope of this project is limited to a Phase I and Phase II investigation, Baseline Environmental Assessment (BEA), lead and asbestos survey, and due care planning.

PROJECT DESCRIPTION: Grant funds will be used to conduct a lead paint, asbestos, and mercury survey in the buildings. Funds will also be used for conducting a Phase I investigation and an extensive Phase II investigation; prepare a category "S" BEA, because the new operation will conduct similar work as previously done on site and may use similar chemicals that were previously used on site; formulate a due care plan for the developer, Eco Park Partners LLC; potential engineering controls; administration costs; and a contingency. Grant funds will not be used for any activities that are the responsibility of a liable party. Funds will be used to investigate the soil adjacent to underground storage tanks (USTs); however, funds will not be used to remove the USTs from the ground. Georgia Pacific is responsible for any tank removals.

The developer is committed to this project; however, the purchase agreement with Georgia Pacific grants the developer a 90-day due diligence period to conduct their own environmental assessment of the property. The developer then has the option to proceed with the purchase of the property or not.

Gaylord is a core community and qualifies to use Site Assessment Fund (SAF) monies, which does not require a committed developer. However, there is currently not enough money in the SAF to carry out this project. Therefore, this project is recommended for a Clean Michigan Initiative (CMI) Brownfield Redevelopment Grant.

This project is also expected to receive financial incentives through the Michigan Economic Development Corporation (MEDC), including a redevelopment Renaissance Zone and Community Development Block Grant funding for rail infrastructure improvement and the purchase of machinery and equipment. The project also expects to receive funding assistance from the Department of Transportation's (DOT's) Transportation Economic Development Fund for road and rail infrastructure improvements.

JOB CREATION AND PRIVATE INVESTMENT: This project is anticipated to create approximately 170 full-time jobs during Phase I and a potential 500-1,000 more full-time jobs during Phase II of the development. Private investment of up to \$152 million is expected in the first three to five years.

REDEVELOPMENT: The redevelopment will be the Northern Michigan Eco Industrial Park and Center for Environmentally Sustainable Studies. Eco Park Partners LLC state that the park will be among the nation's first true eco-industrial parks where the waste streams from one industry serve as the feedstock for others; and where on-site power, heat, and steam are cogenerated for off-site sale and also for on-site use by the development's tenant base; where grey water is used for nonpotable purposes; where storm water will be reclaimed for irrigation; and the landscaping will use native plants. New construction will be built using Leadership in Energy and Environmental Design principles, but no formal certification is being sought. The developer currently has commitments from tenants to start a torrefied wood pellet mill (torrefaction involves using extreme heat on biomass to produce fuel), a lumber yard and mill, and a 30-50 kilowatt biomass power plant.

The first phase of the development will be the construction of the biomass power plant, the lumber mill, and the torrefied pellet mill. Phase II, will contain a retail component and more industrial development (see Figure 1).

The lumber yard and mill will produce high quality lumber from local trees. The scraps from the lumber yard will go to the torrefied pellet mill to be converted to fuel pellets. The pellets will provide the biomass power plant with fuel to operate. Excess pellets will be sold to other power plants. The biomass power plant will generate the electricity needed for the entire industrial park and any excess electricity will be routed back to the electrical grid.

The Center for Environmentally Sustainable Studies will be comprised of a consortium of Michigan colleges and universities working in a public-private format and dedicated to research; development; job training; and mentoring activities related to sustainable business and job creation; green power generation; the potential application and testing of new remediation techniques; and the study of the development and operation of eco-industrial parks.

The University Center of Gaylord is working with the developer to bring colleges and universities to the Center for Environmentally Sustainable Studies. The University Center of Gaylord is a state of the art higher education center providing certificates to advanced degrees through a consortium of eight colleges and universities including: Davernport University, Eastern Michigan University, Kirtland Community College and Michigan Technical Education Center, Madonna University, Michigan State University, North Central Michigan College, Spring Arbor University, and Lake Superior State University.

PROJECT BUDGET: In addition to the budget items listed below, grant funds may be used for work plan and budget development, bid solicitation, technical specifications, and other administrative tasks as approved by the Department of Natural Resources and Environment (DNRE) Grant Coordinator. For grant eligibility, tasks not listed below must be approved prior to the performance of these tasks.

Prior to the start of any grant-eligible work, a work plan must be submitted to the DNRE for review and approval. Work performed outside of an approved work plan may not be eligible for grant reimbursement. Development of each work plan will be paid for under the budget items listed below. A budget of up to \$1,000 is approved for the development of each required work plan. Work plans that will exceed \$1,000 must receive specific approval, prior to the performance of the work, in order to be considered grant eligible.

Task	Brownfield Redevelopment Grant	Developer Funds	MEDC and DOT Incentives	Total
Phase I Investigation/ Work Plan	\$25,000			\$25,000
Phase II Building Assessment/ Geophysical Survey	\$30,000			\$30,000
Phase II Investigation/ Work Plan	\$494,930			\$494,930
BEA	\$20,000			\$20,000
Due Care Planning/ Engineering Controls	\$57,972			\$57,972
Administration (3%)	\$18,837			\$18,837
Contingency (15%)	\$97,011			\$97,011
Property Acquisition		\$5,200,000		\$5,200,000
New Construction		\$100,000,000		\$100,000,000
Upgrade Existing Buildings		\$52,000,000		\$52,000,000
Infrastructure Improvements		\$1,000,000	\$3,000,000	\$1,000,000
Project Totals	\$743,750	\$158,200,000	*\$3,000,000	\$161,943,750

*Amount is an estimate.

Work areas within the Phase II Investigation/Work Plan task include investigation and analysis of: gas and injection wells; USTs; above-ground storage tanks; a drainage ditch; pits; N-4 Plant Nitrate Plume; treatment lagoons; leach fields; septic tanks; dry wells; fly ash piles; a wood chip storage area; rail car unloading area; truck dumping stations; former switch engine refueling station; transformers containing polychlorinated biphenyls; press hydraulic systems; former landfill; chemical and oil storage areas; paint storage room; an ammonia hydroxide surface spill area; and a log dip area.

DELIVERABLES: The Grantee shall provide a detailed work plan and budget describing the proposed response activities prior to the start of the work. The work plan must address how the field work will be managed in the short timeframe available and unfavorable winter conditions. Any data collected as a result of the grant will be provided to the State's representative.

The BEAs must be submitted within the time period specified in Sections 20126 and 20129a, of Part 201, Environmental Remediation, of the NREPA, to be considered an eligible activity. If a BEA is to be submitted for Determination, DNRE approval of the BEA is required for it to be considered an eligible expense.

Quarterly reports will show the progress of the investigation and due care activities and will describe other response actions taken.

The Grantee shall provide two (2) copies of a final report to the State 30 days prior to the end date of this contract. The report should include a description of the work completed under the grant with electronic photographs of the completed project; the number of permanent jobs created; the amount of private investment; the number of acres improved; the final total project cost; and a project fact sheet in a format provided by the State.

The Grantee shall provide two paper copies and one electronic copy of all deliverables and any documents produced using grant funds, including plans, bids, proposals, advertisements, progress reports, and sampling results.

SCHEDULE: Work will be initiated on approved projects within two weeks of State approval unless otherwise approved by the State. Following the Start of Work (SOW) date, the project will proceed on the following schedule:

Task	Quarter Work will Occur
Phase I Investigation/Work Plan	2 nd Quarter – FY2010
Phase II Building Assessment/Geophysical Survey	3 rd Quarter – FY2010
Phase II Investigation/Work Plan	3 rd Quarter – FY2010
BEA	4 th Quarter – FY2010
Due Care Planning/Engineering Controls	4 th Quarter – FY2010

The project is expected to be completed in nine months.



2 500 1,000 2,000 Feet



1 inch = 1,000 feet

Figure 1

Michigan Department of Natural Resources and Environment

- AERIAL PHOTO SOURCE: USGS/LEWIS AND CLARK AERIAL PHOTOGRAPHY
- AERIAL PHOTO DATE: 1994
- AERIAL RESOLUTION: 1 FOOT/PIXEL

Northern Michigan Eco-Industrial Park
Ontonagon County
T2DN R20V SEC. 17 & 18

Figure 2



Figure 3



Figure 4



Known areas of environmental contamination



**OTSEGO COUNTY
BUDGET AMENDMENT**

2009
Amendment

FUND/DEPARTMENT: Parks+Rec

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

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
208.752 - 704.800 - Sick Pay Buyout	\$ 635	\$
" - 726.050 - Rep. + maint	\$	\$ 635
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

Rachel Trisch _____ Date 2/4/10

Department Head Signature

Date

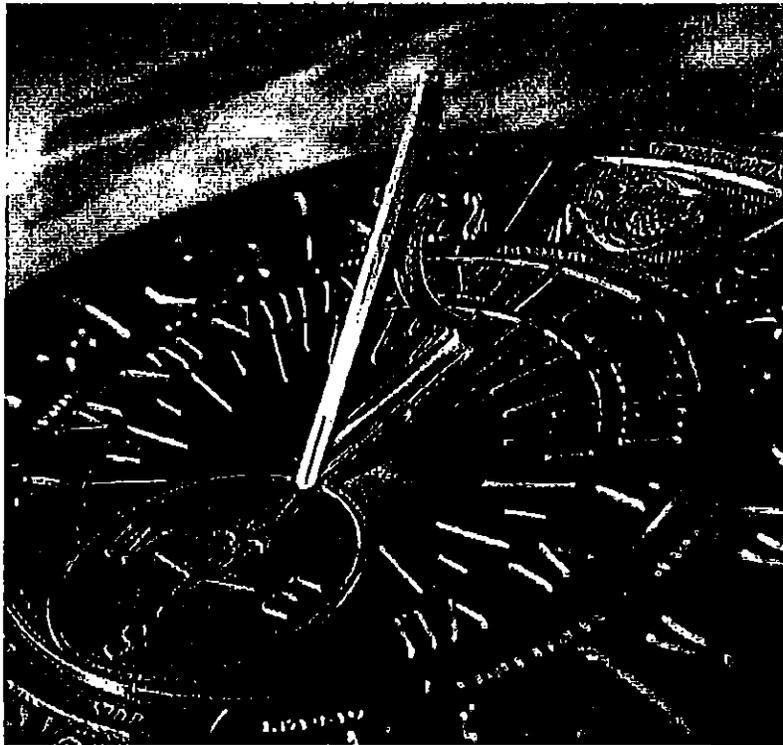
Finance Department
Entered:
By:

Administrator's Signature

Date

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

TIME STUDY PLANNING AND ZONING 2009



Staff considered in this report includes:

Joe Ferrigan: Director Otsego County Land Use Services

Sharon Bollinger: Otsego County Land Use Services

Allen West: Inspector/ Enforcement Officer Otsego County Land Use Services

Total cost for each staff member for year 2010

Joe Ferrigan	\$88,320.00
Sharon Bollinger	\$46,836.00
Allen West	\$57,399.00

Allocated amount of pay for each staff member allocated from Planning and Zoning

Joe Ferrigan	\$44,160.00	50%
Sharon Bollinger	\$23,418.00	50%
Allen West	\$22,959.00	40%

Each staff member is employed as a full time employee for Otsego County. They are scheduled to work 37.5 hours each week for a total of 75 hours per pay period.

There are 26 pay periods in each calendar year

75hrs x 26pays = 1,950 hours worked each year

Joe Ferrigan: Director

Job Duties:

- A. Directly supervises Zoning Enforcement Officer, inspectors and clerical staff.**
- B. Acts as staff to the Planning Commission and Zoning Board of Appeals preparing staff analysis, agendas and minutes. Analyzes trends in growth, economic and community development, public administration and environmental issues for the Commission.**
- C. Assist Township governments in planning and zoning matters as contracted and coordinate activities with local and regional planners on areas of mutual concern. Assist local units with uniform standards in planning, zoning and subdivision activities.**
- D. Inform Township Governments and the general public on changes in planning and zoning legislation. Provide a county-wide resource center of planning, zoning and activities.**
- E. Provides technical assistance to the County's townships, villages, cities, and school systems on planning and zoning activities as requested.**
- F. Represent Otsego County for planning and zoning projects when located in another governmental jurisdiction.**
- G. Attends professional schools/conferences to stay up to date on planning and zoning laws, trends, computer use, and other pertinent information.**
- H. Develops and maintains the orderly process of applications for zoning and building permits.**
- I. Reviews applications for zoning modification, utilizing current ordinances. Travels to locations proposed for rezoning examining property conditions, surrounding land use, setbacks and so forth. Applies findings to Zoning Ordinance, law or regulation and makes determination for acceptance/rejection of zoning application, or authoritative recommendation on rezoning application.**
- J. Recommends department budget and approves expenditures.**
- K. Conducts planning and capital improvement analysis in conjunction with other management team members for the following: utilities, drains and roads, airports, libraries, solid waste disposal, County operated buildings, recreation programs and other County functions.**
- L. Monitors and interprets enacted and proposed legislation affecting planning and zoning matters within the County, using most current regulations in all plan reviews.**
- M. Develops and maintains a planning and building library available to those participating in planning and building activities, including photographic, printed and electronic data, and local government maps.**

2009

Planning Commission meetings:

January 19, 2009	7:00 – 9:21	2hrs/21mins
February 23, 2009	7:00 – 9:42	2hrs/42mins
March 16, 2009	7:00 – 10:03	3hrs/3mins
April 20, 2009	7:00 – 9:45	2hrs/45mins
May 18, 2009	7:00 – 10:03	3hrs/3mins
June no meeting		
July 20, 2009	6:00 – 7:59	1hr/59mins
August 4, 2009 special meeting	9:00 – 9:48	48mins
August 17, 2009	6:00 – 8:29	2hrs/29mins
September 21, 2009	6:00 – 7:34	1hr/34mins
October 19, 2009	6:00 – 8:09	2hrs/9mins
November 12, 2009 special meeting	12:00 – 1:18	1hr/18mins
November 23, 2009	6:00 – 9:08	3hrs/8mins
December 21, 2009	6:00 – 9:09	<u>3hrs/9mins</u>
		Total hours: 30hrs/28mins

Zoning Board of Appeals meetings

January 27, 2009	7:00 – 8:38	1hr/38mins
July 28, 2009	7:00 – 9:52	2hrs/52mins
August 25, 2009	7:00 – 9:14	2hrs/14mins
November 24, 2009	6:00 – 9:14	<u>2hrs/14mins</u>
		Total hours: 8hrs/ 58mins

Other meetings attended

MUZ committee meetings	8@2hrs ea	16hrs
WTG committee meetings	10@2hrs ea	20 hrs
Art. 23 committee meetings	4@2hrs ea	8 hrs
Signs committee meetings	2@2hrs ea	4 hrs
Co-op planning meetings	10@2 hrs ea	<u>20 hrs</u>

Total hours: 68 hrs

Other meeting preparation time 34 x 1.5hrs ea. = 51 hrs

Planning Commission and Zoning Board of Appeals meeting preparation

1. Meet with Applicants	2hrs
2. Put case information together	5hrs
3. Send information to the affected Township	1hr
4. Place required notices in News Paper	1hr
5. Assemble packets for board members	5hrs
6. Set up meeting room	<u>5hrs</u>

Total meeting preparation time: 14.5hrs per meeting (average)

Seventeen Planning and Zoning meetings held: 17 x 14.5 = 246.5hrs

Planning and Zoning department general administration per pay period = 25 hrs

General Administration 25hrs x 26pays = 650 hrs total

Planning Commission meetings	30 hrs / 28 min
Zoning Board meetings	8 hrs / 58 min
Planning and Zoning meeting prep time	246 hrs / 30 min
Other meetings attended	68 hrs / 00 min
Other meeting prep time	51 hrs / 00 min
General Administration of Planning and Zoning Dept.	<u>650 hrs / 00 min</u>

Total hours spent on Planning and Zoning: 1054 hrs / 56 min

1950 x 54% = 1053 hrs

Sharon Bolinger: Planning and Zoning Clerk

Job Duties:

1. Answer phone and walk-in questions regarding Otsego County Zoning Ordinance.
2. Input permit information into computer system
3. Issue zoning permits when necessary
4. Schedule zoning permit and enforcement inspections
5. Recording secretary for Planning Commission and Zoning Board of Appeals
6. Type minutes from Planning Commission and Zoning Board of Appeals meetings
7. Update master records of Planning Commission and Zoning Board of Appeals
8. Input billing for Planning Commission and Zoning Board of Appeals
9. Handle Freedom of Information requests regarding Planning Commission or Zoning Board of Appeals

Sharon spends an average of 10.0 hrs a week answering phone calls, scheduling inspections and handling walk in questions.

$10.0 \times 2 = 20$ hrs a pay period

Total hours spent each year on general clerk duties 20×26 pay periods each year = 520.00hrs

Permit data input time: = 112.65hrs

Meeting attendance time: = 31.95hrs

Typing meeting minutes: = 57.00hrs

Total hours spent in planning and zoning = 721.57hrs

1950 hrs total hours worked each year

$1950 \times 37\% = 721.5$ hrs

Currently: gross pay 46,836

Planning and Zoning 23,418.00

50%

$46,836 \times 37\% = \underline{17,329.32}$

6,088.68 savings

Allen West: Zoning Inspector/ Enforcement officer

Job Duties:

1. Answer phone and walk in questions regarding the enforcement of Otsego County Zoning ordinance
2. Input Enforcement actions into computer system
3. Schedule zoning enforcement inspections
4. Perform enforcement inspections
5. Input results of zoning enforcement inspections into computer and generate necessary letters regarding enforcement actions
6. Perform stacking and final inspections on issued zoning permits
7. Input results from stacking and final inspections on issued zoning permits
8. Attend planning and zoning meetings when necessary

Allen spends an average of 4 hrs each week answering phone calls and walk in questions regarding the enforcement of the Otsego county Zoning Ordinance.

4hrs x 2 = 8 hrs a pay period

Total hours spent each year on general office duties 8 x 26 pay periods each year = 208.00hrs

Zoning enforcement and permit inspection time: = 329.00hrs

Meeting attendance time: = 10.00hrs

Total hours spent in planning and zoning = 547.00hrs

1950 hrs total hours worked each year

1950 x 28% = 546.00hrs

Currently: gross pay 57,399

Planning and Zoning 22,959.00

40%

57,399 x 28% = 16,071.72

6,887.28 savings



OTSEGO COUNTY
BUDGET AMENDMENT

Page 1 of 3
2010 Amendment

FUND/DEPARTMENT: Planning/Zoning & Bldg Dept

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 Re-allocation of wages based on time study

Account Number	Decrease	Increase
101-721-674.000 - Contrib from Townships	\$ 9,331	\$
249-260-451.010 - Bldg. Permits	\$	\$ 9,331
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101-721-703.010 - Director salary	\$ 2,359	\$
" - 703.030 - Hourly wages	\$	\$ 8,008
" - 704.110 - hospitaliz.	\$	\$ 2,474
" - 704.200 - soc. sec.	\$	\$ 411
" - 704.300 - retirement	\$	\$ 592
" - 704.140 - Life & disab.	\$	\$ 26
Total	\$	\$

Rachel Frisch
Department Head Signature

2/4/10
Date

Finance Department
Entered:
By:

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

Page 2 of 3

FUND/DEPARTMENT: _____

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

Account Number	Decrease	Increase
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101-721 - 704.500 - Unempl.	\$	\$ 84
" - 704.600 - Wk. comp.	\$	\$ 95
249-371 - 703.010 - Director salary	\$	\$ 2,359
" - 703.030 - Hourly wages	\$ 8,008	\$
" - 704.110 - hospitaliz	\$ 2,474	\$
" - 704.200 - SOC. SEC.	\$ 411	\$
Total	\$	\$

Department Head Signature _____

Date _____

Administrator's Signature _____

Date _____

Entered: By:

Board Approval Date (if necessary) _____

Budget Adjustment # _____

Posting Number _____



OTSEGO COUNTY
BUDGET AMENDMENT

Page 3 of 3

FUND/DEPARTMENT: _____

As provided for in the Uniform Budget and Accounting Act of 1976, as amended, and consistent with Olsego 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

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
249.371 - 704.300 - Retirement	\$ 592	\$
- 704.140 - Life + disab	\$ 26	\$
- 704.500 - Unempl.	\$ 84	\$
- 704.600 - Wk Comp.	\$ 95	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

Department Head Signature _____

Date _____

Administrator's Signature _____

Date _____

Finance Department	
Entered:	_____
By:	_____

Board Approval Date (if necessary) _____

Budget Adjustment # _____

Posting Number _____



OTSEGO COUNTY
BUDGET AMENDMENT

2010
Amendment

FUND/DEPARTMENT: Animal Control

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 Add part-time Asst Animal Control Officer position

Account Number	Decrease	Increase
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
212-430 - 703-060 - Part-time wages	\$ 15,000	\$
- 703-300 - Hourly wages	\$	\$ 15,000
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
Total	\$ 15,000	\$ 15,000

Rachel Frisch Department Head Signature 1/20/10 Date

Administrator's Signature Date

Finance Department
Entered:
By:

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



February 23, 2010 Agenda



**OTSEGO COUNTY
BUDGET AMENDMENT**

#2009
Amendment

FUND/DEPARTMENT: General fund

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

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

REVENUE Additional payment to liability insurance retention fund

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101-941 - 999-000 - Contingency	\$	\$ 11,812
101-851 - 930-100 - Insura Bonds	\$ 11,812	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$ 11,812	\$ 11,812

Rachel Frisch
Department Head Signature

2/16/10
Date

Finance Department
Entered:
By:

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: 262-662

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

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
292 - 662 - 940.010	\$	\$ 1,300.00
292 - 662 - 704.600	\$ 1,300.00	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

Orany J. Cruz
Department Head Signature

2/3/2010
Date

Finance Department
Entered:
By:

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

** to cover transporters workers' comp insurance*



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Various

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

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

REVENUE To adjust for changes in 2010 health insur. coverages

Account Number	Decrease	Increase
101-030 - 699-030 - Transfer In	\$	\$ 10,232
647-050 - 400-001 - Budgeted Use of Fund Bal.	\$	\$ 10,232
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101-351 - 704-110 - hospitalization	\$ 12,232	\$
" - 704-700 - pmt. in lieu of ins.	\$	\$ 2,000
647-941 - 999-000 - Transfer out	\$ 10,232	\$
212-430 - 704-110 - hospitalization	\$ 3,900	\$
" - 704-700 - pmt in lieu of ins.	\$	\$ 3,000
212-941 - 999-000 - Contrib. to fund bal.	\$	\$ 1,900
Total	\$ 26,364	\$ 26,364

Rachel Frisch 2/16/10
 Department Head Signature Date

Finance Department
Entered:
By:

 Administrator's Signature Date

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

Otsego County Fee Schedule

AIRPORT

Landing Fees (waived with minimum fuel purchase):

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

Other Fees:

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

Hangar Rentals:

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

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

Fuel Amount based on the market.

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

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

ANIMAL CONTROL DEPARTMENT

License Fees:

Before March 1:

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

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

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

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

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

Dog Adoption Fees:

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

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

Cat Adoption Fees:

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

Submission Fees for Adopted Dogs:

Dog Submitted by Owner	\$20.00
Dog Submitted Out of County	\$50.00
Stray Dog found in County	No Charge
Stray dogs from Out of County	\$50.00

Litter of Puppies:

Up to 3 Puppies – In County	\$30.00
Up to 3 Puppies – Out of County	\$60.00
4 to 5 Puppies – In County	\$50.00
4 to 5 Puppies – Out of County	\$65.00
6 Puppies and Up – In County	\$60.00
6 Puppies and Up – Out of County	\$85.00

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

Impoundment Fees of Dogs Picked Up by Officer and Reclaimed by their Owner:

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

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

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

Submission Fees for Adoptable Cats:

Feral Cats	\$20.00
All Other Cats – In County	\$20.00
Cats – Out of County	\$50.00

Litters of Kittens:

Up to 4 Kittens – In County	\$30.00
Up to 4 Kittens – Out of County	\$50.00
5 or more Kittens – In County	\$60.00
5 or more Kittens – Out of County	\$85.00

BUS SYSTEM

System Fares:

Seniors	\$2.00 one way
Disabled	\$2.00 one way
Students	\$2.50 one way
Adults	\$3.00 one way

Internal Fees:

Lube, Oil & Filter Change for County Departments	\$28.00
Labor Charge for vehicle repairs	\$45.00 per hour

CLERK/REGISTER OF DEEDS OFFICE

Vital Record Copies

First Page	\$10.00
Each Additional Page	\$4.00

Qualified Voter Registration File (Bagley Twp is not available)	
Digital Copy	\$0.02 per voter
Hardcopies	\$10.00 per municipality
Clerk & Register of Deeds Record Copies	\$1.00 per page
Carrying Concealed Weapons Permit (CCW)	\$105.00
Register of Deeds Record Searches	\$5.00 per name searched

EQUALIZATION OFFICE

Copies in the Office:

Self Serve

Single copies (8½" x 11", 8½" x 14")	\$1.00 each
Up to four copies (11" x 17")	\$2.00 each
4 or more copies (11" x 17") if from plat book for other than owner.	\$3.00 each

If Done by Staff

Double the cost for copies

Print Outs from Equalizer: For printing on 8½" x 11" paper.

\$1.00 each

Lists from the Equalizer:

Name and address only	\$0.25 each
Name, address and description	\$0.30 each
Name, address, description and value	\$0.35 each
If done by staff from mapping computer	\$0.50 each

For Downloads of Electronic Data (Equalizer Program)

For entire County or entire Township

Public sector	\$500.00 per request
Private sector	\$500.00 per request

Maps (8½" x 11") from MapInfo

Maps from computer with staff assistance	\$10.00 each
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If additional information is required on maps, use pricing from above list.

Other Office Fees:

Aerials

1st copy	\$15.00 each
Each additional copy	\$12.00 each

Faxed Information

Each sheet	\$ 5.00 each
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House Numbers

\$25.00 per request

Geographic Information System Map Digital Data Pricing:

For Public Sector

Subscriptions Rate:
(Layers include Road, Water, and Parcel)

Public Sector (single town and range)

Annual Update: 0.10 per parcel
Quarterly Update: \$0.25 per parcel

Public Sector (for multiple town and ranges)

Annual Update: \$0.10 per parcel
Quarterly Update: \$0.25 per parcel

Public Sector (entire county)

Annual Update: \$0.10 per parcel
Quarterly Update: \$0.25 per parcel

For Private Sector

Subscriptions Rate:
(Layers include Road, Water, and Parcel)

Public Sector (single town and range)

Annual Update: \$0.20 per parcel
Quarterly Update: \$0.50 per parcel

Public Sector (for multiple town and ranges)

Annual Update: \$0.20 per parcel
Quarterly Update: \$0.50 per parcel

Public Sector (entire county)

Annual Update: \$6,000.00
Quarterly Update: \$2,500.00 per quarter

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

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

FREEDOM OF INFORMATION ACT (FOIA) REQUESTS

The cost for FOIA Requests include the cost of the wages and fringe benefits of the lowest paid employee in the office capable of gathering data for the duration of the time it takes to process/prepare request,

along with a cost of \$1.00 per page for copies, and any postage fees.
 (Please see the Otsego County FOIA Policy for more information)

HOUSING DEPARTMENT

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

LAND USE SERVICES DEPARTMENT

Building Fees:

Permit Application Fee	\$35.00
For Building Permits:	
First \$1,000 of Project Value	\$40.00 flat fee
For Every \$1,000 or Part of a \$1,000 Over the First \$1,000 up to \$10,000	\$10.00 flat fee
For Every \$1,000 or Part of a \$1,000 Over \$10,000	\$ 5.00 flat fee
Note: BICC fee schedule for Use Group and Type of Construction is used to determine permit fee.	
Electrical, Mechanical and Plumbing Permits are calculated based upon the itemized permit applications.	
Residential Plan Reviews	15% of Permit Fee
Commercial Plan Reviews	.0015 times the value of the project
Inspections	\$50.00 per inspection

Planning & Zoning Fees:

Zoning Permits:

Single Family Dwelling	\$45.00
Residential Addition	\$45.00
Accessory buildings	\$45.00
Decks	\$30.00
Non-residential Signs	\$100.00
Residential Signs	No charge
Shoreland Permits	\$100.00
Sheds less than 200 sf	\$25.00
Fences	\$25.00
Camping Trailers	\$30.00
Home Occupations	\$30.00
Commercial Site Plan Review - In-house	\$100.00

Land Divisions:

Hayes, Livingston & Chester Twps.	\$100.00
Bagley, Corwith, Dover, Elmira & Otsego Lake Twps.	\$25.00

Planning Commission Permits:

Site Plan Review	\$500.00
Special Use Permit	\$700.00

Rezoning Request: \$700.00

Zoning Board of Appeals Hearings:

Commercial Variance \$400.00

Residential Variance \$400.00

Appeal-Interpretation \$400.00

PARKS & RECREATION

Otsego Lake County Park

Otsego County Residents:

Day Park Pass \$3.00

Day Park Pass - Seniors (age 60 and over) \$2.00

Season Park Pass \$14.00

Season Park Pass - Seniors (age 60 and over) \$5.00

Camping \$21.00 per night

Pavilion Rental \$50.00

Camping Vehicle Permits \$3.00

Non-Otsego County Residents:

Day Park Pass \$3.00

Season Park Pass \$20.00

Camping \$23.00 per night

Pavilion Rental \$60.00

Camping Vehicle Permits \$3.00

Community Center

Day Pass \$1.00

Rental of Entire Community Center 1-1/2 hours \$25.00

Rental of Half of Community Center 1-1/2 hours \$15.00

Rental of Entire Community Center 2 hours \$30.00

Rental of Entire Community Center 3 hours \$50.00

Rental of Entire Community Center 4 hours \$60.00

Use of Scoreboard and/or Volleyball Equipment \$5.00

Overnight Lock-ins (Friday or Saturday) 8pm – 8am \$175.00

Recycling

Annual Recycling Permit \$50.00

Half-year Recycling Permit \$35.00

Replacement Permit or Extra Permit for Second Family Vehicle \$20.00

SHERIFF

Civil Division

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

Corrections Division

Jail

PBT (Preliminary Breath Test)	\$2.00 plus \$1.00 breath tube
State Booking Fee/MCOTC	\$2.00
Local Booking Fee	\$10.00
Bond Fee	\$10.00
Damages to Jail Property	Replacement/Prosecution
Housing	\$30.00 per day/Sentenced
Indigent Supplies	Cost per item provided
Medical	As billed by provider
OTC Medical	Per store receipt
Rx Medication	As billed by pharmacy
OUIL Fee	\$5.00
Postage	Current USPS rates
Safety Ink Pen	\$0.60
Starter Pak (Grooming Items)	\$1.50 (Indigent)
Tether	\$15.00/day
Work Release	\$15.00/day

Work Camp

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

Sheriff's Office

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

SOIL EROSION PERMIT FEES

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

TREASURER

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

VETERANS

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

GENERAL

Checks returned for Non Sufficient Funds	\$25.00
Conference Room Rental	
Half-Day	\$45.00
Full-Day	\$60.00
Clean-Up Fee - Charged when room is not returned in original setup and condition.	\$25.00
Note: Fees for conference room rentals are waived for court-ordered meetings.	
Copies	\$1.00 per page unless otherwise noted

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

Adopted: January 26, 2010

CONTRACT
COUNTY OF OTSEGO

CONTRACT approved by the Otsego County Board of Commissioners on ____/____/2010.

BETWEEN

The county: County of Otsego
Otsego County Building
225 W. Main St.
Gaylord, MI 49735

AND

The CONSULTANT:

The Project: Region 7 – 2008 Homeland Security Grant
Program CONSULTANT

Funding Sources: 2008 Homeland Security Grant Program

This CONTRACT is between Otsego County and the Homeland Security Program CONSULTANT. The Homeland Security Program CONSULTANT will function as the administrator for the 2008 Homeland Security grant Program under the guidance of the Region 7 Homeland Security Planning Board, (hereinafter refer to as the BOARD), working closely with the Otsego County Emergency Management / 9-1-1 Director on behalf of the Otsego County Board of Commissioners.

Otsego County (hereinafter the COUNTY) and the Homeland Security Planning CONSULTANT (hereinafter the CONSULTANT), in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 THE CONTRACT DOCUMENTS

- 1.1 The CONTRACT Documents consist of this Agreement (hereinafter the CONTRACT), and any other documents listed in the CONTRACT and modification issued after the execution of the CONTRACT, and are as fully a part of the CONTRACT, as if attached to this CONTRACT or repeated herein. The CONTRACT represents the entire and integrated CONTRACT between the parties and superseded prior negotiations, representations or agreements, either written or oral as to providing support and assistance services. An enumeration of the Contract Documents appears in Article 6.

ARTICLE 2 THE CONSULTANT

- 2.1 The CONSULTANT is at all times and shall remain an independent CONTRACTOR or in performance of the duties under this CONTRACT. The CONSULTANT shall not be considered an employee.
- 2.2 The CONSULTANT shall provide all services required by the CONTRACT documents to administer the 2008 Homeland Security Grant Program (the GRANT).
- 2.3 The CONSULTANT shall provide assistance, guidance, direction and support to any other project CONSULTANTs related to this GRANT.
- 2.4 The term WORK means the services required by the CONTRACT Documents and included all labor, materials, equipment and serviced provided or to be provided by the CONSULTANT to fulfill the CONSULTANT's obligations.
- 2.5 The CONSULTANT shall complete all work as specified or indicated in the CONTRACT Documents to the satisfaction of the Region 7 Homeland Security Planning Board. The WORK is generally described as follows: **Region 7 – 2008 Homeland Security Grant Program**. The CONSULTANT shall work closely with Otsego County and the BOARD to obtain the following results:
 1. Develops procedures for planning, evaluation and analysis of solution area recommendations pertaining to utilization of local resources and related issues.
 2. Develops an analysis of the implication of solution area programs and proposals that reflects the input of the communities, (e.g. elected officials, agency officials).
 3. Conducts planning, analysis and evaluation of homeland security projects in such solution areas as planning, equipment, training, exercising and organization.
 4. Assists the local 7th District Emergency Management Coordinators in tracking, documenting and submitting any and all reports that deal with or are related to any Region 7 Grant Program.
 5. Attends meetings and project conferences to fulfill the GRANT requirements.
 6. Carries out coordinated programs to fulfill federal and state GRANT requirements.
 7. Analyzes and evaluates dates, prepares reports, makes specific recommendations concerning the development of proposals.

8. Facilitates the exchange of information with local, county, regional, state agencies, private organizations, schools and universities engaged in programs related to homeland security strategy.
9. Assists the COUNTY with the completion and filing of reports specific to the COUNTY'S fiduciary responsibilities.
10. Maintains records and prepares reports and correspondence related to the WORK activities. All state, federal and local requirements of the GRANT must be completed and submitted, on time, as required by the funding authorities (including, but not limited to, biannual strategy implementation reports, quarterly reports, and the final GRANT report).
11. Participates in public meetings and hearing explaining the Region 7 homeland security proposals.
12. Ensures compliance with all federal and state financial and administrative rules, regulations, and reporting requirements.
13. Develops and tracks budgets for the BOARD, its programs, and subcommittees
14. Develops and publishes all Homeland Security Planning Board meeting agendas and attachments prior to each meeting.
15. Other requirements:
 - a. Proof of workers' compensation (if necessary), vehicle and liability insurance.
 - b. Supply own equipment and office space necessary to complete the job

ARTICLE 3

DATE OF COMMENCEMENT AND RENEWAL

- 3.1 The CONTRACT period will begin at the execution of this CONTRACT and continue until 31 May 2011, or the CONTRACT is terminated prior to the allocated funds being expended.

ARTICLE 4

CONTRACT SUM

- 4.1 The County shall pay the CONSULTANT a rate not to exceed five thousand dollars per month (\$5,000) in current funds for the CONSULTANT'S performance and completion of this CONTRACT, depending upon start date.
- 4.2 The CONTRACT sum includes the CONSULTANT'S attendance at one (1) BOARD meeting and three (3) subcommittee meetings per month. The CONSULTANT may bill the COUNTY for additional mileage and expenses associated with meetings and events necessary to achieve the results required under the CONTRACT. The mileage reimbursement rate shall be at \$.50 per mile. The mileage and all other expenses shall be reimbursed upon approval of the BOARD.
- 4.3 The CONSULTANT may request a draw from the COUNTY on the CONTRACT sum on no more often than a monthly basis. The requested draw shall only be before services provided in the preceding timeframe.
- 4.4 The CONSULTANT shall submit to the BOARD at the beginning of every month a status report indicating the services related to the administration of the GRANT for the previous month.

ARTICLE 5

TERMINATION OR SUSPENSION

- 5.1 This CONTRACT may be terminated by the COUNTY, at any time, if there has been a breach of this CONTRACT by the CONSULTANT and in particular, but without limitation;
 - a. If the CONSULTANT has been guilty of gross negligence in his/her duties or obligation under this CONTRACT; or
 - b. If the CONSULTANT has willfully disregarded any reasonable or lawful instruction of the COUNTY given under the terms of this CONTRACT; or

- c. If the CONSULTANT has compromised safety or has breached standards such as to expose the COUNTY to any potential liability.

ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS

The CONTRACT Documents, which comprise the entire CONTRACT between the COUNTY and the CONSULTANT, consist of the following:

- 6.1 This CONTRACT (pages 1 through 6, inclusive).
- 6.2 2008 Homeland Security Grant Agreement (including requirement for 2007 Grant).
- 6.3 U.S. Department of Homeland Security – 2008 Homeland Security Grant Program – Program Guidance and Application Kit – January 2008.
- 6.4 Fiscal Year 2008 Homeland Security Grant Program – Michigan Supplemental Guidance

There are no CONTRACT Documents other than those listed above in this ARTICLE 6.

ARTICLE 7
MISCELLANEOUS PROVISIONS

- 7.1 The CONSULTANT shall conform to requirements of any federal, state, or local laws, ordinances, rules and regulations.
- 7.2 No assignment by a party hereto of any rights, obligations under, or interest in the CONTRACT Documents.
- 7.3 The CONTRACT may only be amended, modified or supplemented by written instruments signed by both parties.
- 7.4 The CONSULTANT will provide documentation of public and professional liability, directors and officers, property damage, and workers' compensation insurance (if required), insuring, as they may appear, the interests of all parties to this CONTRACT against any and all claims which may arise out of CONSULTANT operation under the terms of this CONTRACT. It is agreed that in the event any carrier of such insurance exercises cancellation, notice will be made immediately to the COUNTY and the BOARD of such cancellation.
- 7.5 The COUNTY, and the BOARD, their officers, agents, and employees shall not, in any manner, be liable for any loss or damage to any person or property connected to or resulting from any WORK done on this project. In addition, the selected firm agrees to indemnify, defend, and save harmless the COUNTY, its officers, agents, and employees from any and all claims and losses accruing or resulting from the negligent performance of WORK as described in this CONTRACT. Further, if any recipient of a CONTRACT subcontracts for WORK, they will enter into a CONTRACT with such subcontractor(s) which indemnifies the COUNTY as provided herein.
- 7.6 This CONTRACT represents the entire CONTRACT of the parties and supersedes any and all prior negotiations, representation or agreement, either written or oral as to providing consulting services.

- 7.7 Any and all documents and other products related to the WORK of this CONTRACT shall be owned solely by the COUNTY and/or BOARD and shall be provided to Otsego County.
- 7.8 The CONSULTANT has familiarized himself/herself with the nature and extent of this CONTRACT documents, and all Laws, Rules and Regulations and ordinance that in any manner may affect cost, progress, or performance of this CONTRACT.
- 7.9 The CONSULTANT, in performing under this CONTRACT, shall not discriminate against any worker, employee, or applicant for employment because of race, color, religion, height, weight, marital status, national origin, ancestry, sex, age, (except where requirements as to ages are based upon a bona fide occupational qualification), or handicap (that is unrelated to the individual's ability to perform duties of a particular job or position) under state or federal law.
- 7.10 All solicitation or advertisement for employees placed by or on behalf of the CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, height, weight, marital status, national origin, ancestry, sex, age, or handicap.

This CONTRACT is entered into as of the day and year first written above and is executed to at least (3) original copies of which one is to be delivered to the CONSULTANT, one to the COUNTY, and one to the BOARD.

Kenneth Glasser
Otsego County Board of Commissioners

Date

Consultant Signature

Date

ARROW SANITATION, L.L.C.

254 Little League Drive

GAYLORD, MI 49735

PHONE: 989-732-4243

FAX: 989-732-3923

E MAIL: arrowsanitation@yahoo.com

THIS AGREEMENT TO LEASE EQUIPMENT ("Lease") is made and effective _____ [Date], by and between Arrow Sanitation LLC of Gaylord, Michigan, ("Lessor") and Otsego County Recycling ("Lessee").

Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible personal property.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. Rent.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (the "Equipment"): **two 30 yard open top containers**

2. Term.

The term of this Lease shall commence on _____ [Start Date] and shall expire **twelve (12)** months thereafter.

3. Fees and Costs and Considerations.

A. The monthly rent for the Equipment shall be paid in advance in installments of **Two Hundred dollars (\$200.00)** each month, beginning on _____ [Date of First Payment] and on the first day of each succeeding month throughout the term hereof, at **254 Little League Drive - Gaylord, Michigan 49735**, or at such other place as Lessor may designate from time to time. Any installment payment not made by the tenth (10th) day of the month shall be considered overdue and in addition to Lessor's other remedies, Lessor may levy a late payment charge equal to one percent (1%) per month on any overdue amount. Rent for any partial month shall be prorated.

B.) Haul Rate: To haul one 30 yard recycling container to Emmet County would be a cost to Lessee of Three Hundred (\$300.00) dollars (plus any additional charges levied by Emmet County) per haul.

C.) Haul Rate: To haul two 30 yard recycling containers to Emmet County on the same day would be a cost to Lessee of Two Hundred, Fifty (\$250.00) dollars (plus any additional charges levied by Emmet County) per container, per haul.

4. Use.

Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.

5. Repairs.

Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical working order.

6. Loss and Damage.

A. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease which shall continue in full force and effect through the term of the Lease.

**AGREEMENT
COUNTY OF OTSEGO**

CONTRACT: Made as of this 23rd day of February in the year of 2010.

BETWEEN:

The County: County of Otsego
 Otsego County Building
 225 West Main Street
 Gaylord, Michigan 49735

AND

The District: Otsego Conservation District
 800 Livingston Blvd., Suite 4~A
 Gaylord, Michigan 49735

The Project: Advertising, Education, Information Assistance, and
 Volunteer Coordination/Training for the Pilot Recycling Project

Funding Sources: Otsego County's Recycling Permit Fees

This Agreement, entered into this day of February 23, 2010, between the County of Otsego, hereinafter called the "County" and the Otsego Conservation District hereinafter called the "District."

Witnesseth:

1. **Term.** The County agrees to contract with the the District for the term beginning February 23, 2010 to and including April 30, 2011 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 the Recycling Program.
 - b. Preparation of recycling educational materials.
 - c. Provide information assistance and education on the Recycling Program.
 - d. Coordination and training of recycling volunteers.
 - e. Fund-raising activities for the Recycling Program as time allows.
4. **Fee.** The County agrees to pay the District a total fee of \$9,130 for its services under this Agreement. A payment of \$7,450 is payable upon commencement of the Agreement, with the remaining payment of \$1,680 being payable January 1, 2011.
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:

Ken Glasser, Chairman
Otsego County Board of Commissioners

Date: _____

DISTRICT:

Jack Middleton, Chairman
Otsego Conservation District

Date: _____

AGREEMENT REGARDING RECYCLABLE MATERIALS

This Agreement is made this ___ day of ___, 2010, between the County of Emmet, a Michigan municipal corporation, with an address of 200 Division Street, Petoskey, Michigan 49770, and the County of Otsego, a Michigan municipal corporation, with an address of 225 W. Main Street, Gaylord, MI 49735.

Recitals

WHEREAS, Emmet County owns and operates the Emmet County Drop-off Center (hereafter referred to as “the Facility”), which includes a transfer station and recycle facility, located at 7363 Pleasantview Road, Harbor Springs, Michigan 49740; and

WHEREAS, the approved 1999 Emmet County Solid Waste Management Plan Update provides for expansion of the Emmet County Recycling/Transfer Facility to service surrounding counties; and

WHEREAS, the Counties of Emmet and Otsego have determined that it is in the best interests of their citizens to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to provide for the receipt and processing of recyclable materials at the Facility, transported from drop-off recycling sites in Otsego County. Otsego County understands and agrees that this Agreement creates no obligation on the part of Emmet County to continue to own or operate a recycle facility or transfer station.

2. **ACCEPTANCE OF RECYCLABLE MATERIALS.** Subject to the conditions set forth herein, Emmet County will accept at the Facility located at 7363 Pleasantview Road, Harbor Springs, Michigan, recyclable materials transported from Otsego County’s drop-off recycling sites, to include the following and as outlined in Attachment A:

- Mixed Paper, including newspaper, magazines, catalogs, office paper; envelopes, file folders, junk mail, telephone books, hard and soft cover books (no padded or kraft envelopes, construction paper, and boldly colored papers);
- Corrugated cardboard, boxboard and brown paper bags, including cereal boxes, white cardboard used in packaging for freezers and refrigerators (no waxed corrugated items such as produce boxes);
- Mixed containers, which may include: clear glass and colored glass containers, including bottles and food containers, (no glassware or windowpanes); plastic food and beverage containers, including #1 PET and #2 HDPE bottles, jugs, and jars, wide-mouthed

containers such as margarine and yogurt tubs (no styrofoam); tin-plated steel cans, aluminum cans, trays and foil, and metal jar lids; and

- Any additional items upon amendment of or addendum to this Agreement.

3. RATES FOR RECYCLABLE MATERIALS. Except as otherwise provided herein, Otsego County will pay to Emmet County the following rates for its acceptance of recyclable materials:

A.	Mixed Paper:	\$7.00 per cubic yard
B.	Cardboard:	\$3.50 per cubic yard
C.	Mixed Containers	\$8.50 per cubic yard

The above rates will be subject to changes in market rates. Emmet County will notify Otsego County in the form of an Addendum prior to any rate changes, as they may occur. A revised rate for combined loads of glass, plastic and metal containers will be forthcoming as an addendum.

Emmet County may change the rates to be determined by ton. Emmet County will notify Otsego County in the form of an Addendum prior to any rate changes, as they may occur.

Emmet County will make applicable revenue sharing policies available to Otsego County, for the following recyclable materials:

When cardboard market rates for Emmet County exceed \$75.00 per ton, it will accept cardboard at no charge. When cardboard market rates for Emmet County exceed \$100.00 per ton, Otsego County will receive 50% of the dollars per ton in excess of the \$100.00 rate up to \$200/ton. In transferring cubic yards to tons, it will be assumed that thirty (30) cubic yards equals one (1) ton, allowing for contamination in the cardboard received.

In lieu of the above rates, Emmet County reserves the right to charge Otsego County a disposal fee of \$12.00 per cubic yard for contaminated loads. A contaminated load is one that contains 8% or more of non-recyclable materials.

4. CONDITIONS FOR ACCEPTANCE OF RECYCLABLE MATERIALS. Emmet County's acceptance of the recyclable materials will be conditioned upon Otsego County being responsible for the following:

- A. To designate the recyclables collected from Otsego County residents through its drop-off recycling program with any contracted hauler be transported to the Emmet County Recycle/Transfer Facility.

B. To ensure that its bins are able to be unloaded hydraulically for each type of material, as required by the Superintendent of the Emmet County Recycle/Transfer Station.

C. To work with Emmet County in developing educational/informational materials for distribution in Otsego County, advising its citizens of the types of items that will and will not be accepted for recycling and the site(s) in Otsego County where acceptable items may be dropped off. Otsego County will be responsible for the printing and distribution of the materials and all costs of the same.

D. To procure the service(s) to transport its bins from its drop-off recycling sites to the Facility, including emptying the bins and returning the bins to the drop-off recycling sites.

5. LEASE OF RECYCLING BINS. By separate written agreement, Emmet County may lease containers to Otsego County, if the need arises and does not cause undue hardship to Emmet County's Recycling Program.

6. TRANSPORTATION SERVICES. By separate written agreement, Emmet County may provide the service(s) to transport bins from Otsego County drop-off recycling site(s) to the Facility, including emptying bins and returning the bins to the drop-off recycling sites, if the need arises and does not cause undue hardship to Emmet County's Recycling Program.

7. RECORDKEEPING/PAYMENT. Emmet County will keep a record of volumes of recyclables received from Otsego County under this Agreement. Emmet County will provide to each driver a receipt for each load of recyclables received. Otsego County will pay to Emmet County the rates provided in this Agreement upon receipt of a monthly invoice from Emmet County. Payment is due from Otsego County no later than the last day of the month in which billing is received. Interest will be charged on any unpaid balance at a rate of 1.5% per month.

8. TERM. Unless earlier terminated as provided herein, the term of this Agreement will be five (5) years commencing on the date of its execution. The rights and privileges, together with all other provisions of this Agreement, will automatically continue in full force and effect for five (5) additional periods of one year each from the date of expiration, unless either party gives notice to the other in writing at least sixty (60) days prior to the (annual) date of expiration that it does not desire the Agreement to extend for an additional period.

9. TERMINATION. Either party may terminate this Agreement, with or without cause, at any time upon sixty (60) days prior written notice to the other party.

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

COUNTY OF OTSEGO:

Attest:

John Burt, County Administrator

COUNTY OF EMMET:

Attest:

Gail A. Martin, Clerk

James E. Tamlyn, Chairperson
County Board of Commissioners

OCR 10-03
INTENT TO APPLY FOR FINANCIAL ASSISTANCE FOR FISCAL YEAR 2011
UNDER ACT 51 OF THE PUBLIC ACTS OF 1951, AS AMENDED.

Otsego County Board of Commissioners
February 23, 2010

WHEREAS, Pursuant to Act 51 of the Public Acts of 1951, as amended (Act 51), it is necessary for **OTSEGO COUNTY BUS SYSTEM (OTSEGO COUNTY)**, (hereby known as THE APPLICANT) established under Act 51, to provide a local transportation program for the state fiscal year of 2011 and, therefore, apply for state financial assistance under provisions of Act 51; and

WHEREAS, it is necessary for **THE APPLICANT** to name an official representative for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation Commission or department for its administration of Act 51; and

WHEREAS, it is necessary to certify that no changes in eligibility documentation have occurred during the past state fiscal year; and (State Operating Assistance Program only)

WHEREAS, the performance indicators for this agency have been reviewed and approved by **THE APPLICANT**; and (State Operating Assistance Program only)

WHEREAS, THE APPLICANT, has reviewed and approved the proposed balanced (surplus) budget, and funding sources of estimated federal funds \$242,608.00, estimated state funds \$532,069.00, estimated local funds \$644,623.00, estimated farebox \$97,000.00, estimated other funds \$ 0.00 , with total estimated expenses of \$1,516,300.00 ; and, now, therefore, be it,

RESOLVED, that **THE APPLICANT** hereby makes its intentions known to provide public transportation services and to apply for state financial assistance with this annual plan, in accordance with Act 51; and, be it, further

RESOLVED, that the Otsego County Board of Commissioners hereby appoints Theron D. Higgins as the Transportation Coordinator, for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation commission or department for its administration of Act 51 for 2011.

**REGULATION REQUIRING NOTIFICATION OF
HAZARDOUS MATERIALS RELEASE**

, 2010

Sec. 1000. Title

- A. This article shall be known as the Public Health Hazardous Material Release Notification Regulation of 2010.

Sec. 1001. Authority

- A. This regulation is hereby adopted pursuant to authority conferred upon local health departments by the Michigan Public Health Code, 1978 P.A. 368, as amended.

Sec. 1002. Jurisdiction and Administration

- A. This regulation shall have effect throughout the counties of Antrim, Charlevoix, Emmet, and Otsego in all areas incorporated and unincorporated, which includes cities, villages, and townships, except where a county has elected to exempt itself from this regulation.
- B. The Emergency Management Coordinator in the County(ies) where a hazardous material release has occurred shall be the recipient of notices of hazardous material release.
- C. The Prosecutor for the County(ies) where a hazardous material release has occurred will be responsible for enforcing the regulation.

Sec. 1003. Purpose

- A. Surface waters, groundwater, soils, vegetation, and atmosphere inside the region are susceptible to damage from the handling, storage, use, processing, and disposal of hazardous material. The release or threatened release of hazardous materials creates a great likelihood of personal injury or property damage. It is the position of the Health Department of Northwest Michigan member County(ies) that the persons liable for the reportable release of hazardous materials must provide immediate notification to the County(ies) where a hazardous material release is located in order for that County(ies) to help provide for the health and safety its citizens.

Sec. 1004. Definitions

- A. The following words and phrases, whenever used in this regulation, shall be construed as defined in this section:
 - 1. "Hazardous Materials" include, but are not limited to, a chemical that is a combustible liquid, a flammable gas, explosive, flammable, organic peroxide, an

oxidizer, pyrophoric, unstable reactive, or water reactive, such as solvents, waste brines, petroleum, etc..

2. "Person" shall include any individual, corporation, association, partnership, consortium, firm, trustee, government entity, or legal representative, or one who is an owner, tenant, occupant or party in control of real or personal property onto which or from which hazardous materials release.
3. "Release" includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, leaching, dumping, or disposing into the environment.

Sec. 1005. Hazardous Material Spill Notification Requirement

- A. Any person who would be liable for a Release of a Hazardous Material and who has knowledge of a Release of a Hazardous Material, or who has knowledge of a violation of any local, state or federal environmental laws with respect to Hazardous Materials, shall notify the County(ies) where such Release has occurred immediately, and no later than twenty-four (24) hours, upon learning about the Release or the violation, respectively. The report shall include an estimate of the volume of the release.
- B. Permitted application of hazardous materials are not required by this Ordinance to be reported to the participating counties.

Sec. 1006. Enforcement

- A. The Board of Commissioners where this regulation is in force shall designate the County Official who is responsible for administering and enforcing the Regulation.

Sec. 1007. Violations and Penalties

- A. Any Person found in violation of this regulation shall be guilty of a Civil Infraction, punishable by:
 1. A fine of not less than one hundred (\$100) and not more than five hundred (\$500) plus costs and attorney fees, and is subject to other sanctions as provided for under Chapter 87 of the Revised Judicature Act, P.A. 236 of 1961, being MCL 600.8701 et. Sq., as amended. Each day that a Person is found in violation of the ordinance shall be considered a separate offense.

Section 1008. Liability and Indemnification

- A. If legal action is filed in a court of competent jurisdiction challenging the validity of any provision, clause, sentence or paragraph of this regulation or the application thereof to any person or circumstances, the cost or expense, including court and appeal costs and attorneys' and expert witness fees or expenses, arising from defense against such legal action shall be paid by the County(ies) that have elected to participate in this regulation.

- B. The obligation of the County(ies) to pay all expenses incurred in defending against such legal action shall be conditioned upon the following:
1. That the County(ies) shall be promptly notified in writing by the Health Department of Northwest Michigan of any notice of a claim challenging the validity of any provision, clause, sentence or paragraph of this regulation or its application to any person or circumstances.
 2. That Health Department of Northwest Michigan shall not enter into any compromise or negotiated settlement without the consent of the County(ies) that are responsible for payment of defense costs.
 3. That the County(ies) responsible for payment of defense costs shall have the right to attend and participate in any court ordered facilitation and/or alternative dispute resolution, including but not limited to, facilitative mediation and/or case evaluation.
 4. That any offers of settlement or compromise received by Health Department of Northwest Michigan in a legal action challenging the validity of this regulation shall be communicated to the County(ies) that are responsible for payment of defense costs.
 5. That Health Department of Northwest Michigan shall not reject any offer of compromise or settlement without the consent of the County(ies) responsible for payment of defense costs.
- C. In every instance wherein the consent of the County(ies) is required under this section, such consent shall be by a vote of the majority of the members of the respective County Board of Commissioners elected and serving. Any notice required to be provided under this section shall be provided to the chief administrative official for the respective County. In the absence of a chief administrative official, notice shall be provided to the chairperson of the respective County Board of Commissioners.

Sec. 1009. Other Applicable Laws

- A. Nothing in this Ordinance shall be construed to exempt or release any person from any other notification or reporting requirement under state or federal law.

Sec. 1010. Severability

- A. If any provision, clause, sentence or paragraph of this regulation or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are declared to be severable.

Sec. 1011. Effective Date

- A. This regulation shall be effective sixty (60) days from and after the date on which the last of the counties of Antrim, Charlevoix, Emmet and Otsego approves this regulation.

OCR 10-04
Michigan Department of Natural Resources and Environment
Agreement Addendum

Otsego County Board of Commissioners
February 23, 2010

RESOLVED, that Otsego County, Michigan does hereby accept the terms of the Agreement Addendum as received from the Michigan Department of Natural Resources and Environment, and the County does hereby specifically agree, but not by way of limitation, as follows:

1. To a scope change to include installation of a toilet and barrier free sidewalk.
2. To maintain satisfactory financial accounts, documents, and records and to make them available to the Department for auditing at reasonable times.
3. To construct the facility improvements and provide such funds, services, and materials as may be necessary to satisfy the terms of the said Agreement Addendum.
4. To insure that all premises, buildings, and equipment related procedures comply with all applicable State and federal regulations.
5. To comply with any and all terms of the said Agreement Addendum including all terms not specifically set forth in the foregoing portions of the Resolution.

AGREEMENT ADDENDUM
(Scope of Work Change)

THIS AGREEMENT ADDENDUM, made this _____ day of _____, 2010, by and between the COUNTY OF OTSEGO, MICHIGAN, a municipal corporation, hereinafter referred to as the "County", and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT, an agency of the State of Michigan, hereinafter referred to as the "Department."

WHEREAS, on August 13, 2008, an agreement was entered into between the Department and County, for reconstruction of the launch ramp and skid pier, dredging, parking lot paving, storm water control features, engineering, and permitting at the Otsego Lake County Park Boating Access Site under provisions of the State's Waterways Grant-in-Aid Program; and

WHEREAS, a scope change to include installation of a toilet and barrier free sidewalk, in conjunction with the original agreement project work, has been requested;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, it is mutually agreed as follows:

1. The Department agrees:

(a) To a scope change to include installation of a toilet and barrier free sidewalk. Said total grant-in-aid for the project shall not exceed One Hundred Forty-three Thousand Five Hundred Sixty-seven dollars (\$143,567). These monies shall be used only for the project work outlined in the Agreement and this Addendum and related engineering costs.

(b) To provide for the routine inspection of the premises, including all equipment and buildings.

2. The County agrees:

(a) To a scope change to include installation of a toilet and barrier free sidewalk. Any additional funds needed to complete the project work shall be provided by the County. The County must have the prior written approval of the Department for any change orders to the contract(s) in cost, plans or specifications.

(b) To insure that all premises, buildings, and equipment related procedures comply with all applicable State and federal regulations pertaining to both employee and public safety. The County shall submit a written report to the Department annually, in which any safety issues, identified through inspections, are listed and compliance procedures are outlined. If the Department determines the County has failed to correct any safety issues, the Department will have the necessary work completed and the County shall pay 105% of the cost of such work.

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

WITNESSES:

COUNTY OF OTSEGO

By: _____

Title: _____

**MICHIGAN DEPARTMENT OF
NATURAL RESOURCES AND
ENVIRONMENT**

By: _____

Ronald A. Olson, Chief
Recreation Division

COUNTY OF OTSEGO

ACCOUNTS PAYABLE FEBRUARY 16, 2010

Check Date	Check #	Payee	Description	GL #	Amount
02/05/2010	25756	ACE HARDWARE	009836 DUCK TAPE, GLUE, CLOCK	208-752-726.000	\$ 91.30
02/05/2010	25757	BENJAMIN TARBUTTON	MEN'S LEAGUE REF	208-752-940.010	\$ 200.00
02/05/2010	25758	CHARLIE LOVELACE	MEN'S LEAGUE REF	208-752-940.010	\$ 200.00
02/05/2010	25759	CONSUMERS ENERGY	IRONTONE ELECTRIC BILL	208-751-930.620	\$ 19.66
02/05/2010	25760	DAVE BARAGREY JR	REF	208-752-940.010	\$ 500.00
02/05/2010	25761	DAVID JOHNSON	MEN'S LEAGUE REF	208-752-940.010	\$ 200.00
02/05/2010	25762	DEQ-CASHIERS OFFICE-WB-CG	CONSTRUCTION PERMIT	208-751-726.050	\$ 244.00
02/05/2010	25763	DUNNS	NOTEBOOK	208-752-726.000	\$ 86.53
02/05/2010	25764	EVAN CARR	SCOREKEEPER	208-752-940.010	\$ 100.00
02/05/2010	25765	HP PRODUCTS	GARBAGE BAGS	208-752-726.025	\$ 69.06
02/05/2010	25766	JOHNSON OIL COMPANY	NEW TIRES FOR TRUCK	208-752-726.050	\$ 505.80
02/05/2010	25767	KSS ENTERPRISES	204989	208-752-726.025	\$ 162.99
02/05/2010	25768	NORTH OAKLAND COMMODITIES	SUPPLIES - KITCHEN	101-351-726.030	\$ 2,099.10
02/05/2010	25769	STANDARD ELECTRIC COMPANY	551853-01	208-752-726.000	\$ 81.87
02/05/2010	25770	TODD L. SEIDELL ARCHITECT,LLC	7229	208-751-726.050	\$ 1,200.00
02/05/2010	25771	VERIZON NORTH	CENTER PHONE BILL	208-752-930.210	\$ 88.09
02/05/2010	25772	WADE TRIM INC	40201	08-751-940.010-WWGT00000	\$ 4,830.00
02/09/2010	25773	AVFUEL CORPORATION	AIRPLANE FUEL	281-537-930.664	\$ 20,000.00

Check Date	Check #	Payee	Description	GL #	Amount
02/09/2010	25774	STATE OF MICHIGAN	SUPPLIES - GENERAL	101-301-726.000	\$ 30.00
02/11/2010	25775	ALPINE ELECTRONICS	REPAIRS AND MAINT SUPPLIES	101-301-726.050	\$ 155.00
02/11/2010	25776	AMERICAN FIDELITY ASSURANCE COMPA	AMERICAN FIDELITY -SECTION 125	704-000-231.280	\$ 126.00
02/11/2010	25777	DERMATEC DIRECT	JAIL GLOVES	101-351-726.035	\$ 125.00
02/11/2010	25777	DERMATEC DIRECT	CAMP GLOVES	205-301-726.000	\$ 125.00
					\$ 250.00
02/11/2010	25778	DMC TECHNOLOGY GROUP, INC	AS400 MAINT/SHERIFF PORTION	101-301-940.010	\$ 315.72
02/11/2010	25778	DMC TECHNOLOGY GROUP, INC	AS 400 MAINT/CIVIL DIVISION	101-302-920.400	\$ 315.72
02/11/2010	25778	DMC TECHNOLOGY GROUP, INC	AS 400 MAINT/CORRECTIONS PORTION	101-351-920.410	\$ 315.72
02/11/2010	25778	DMC TECHNOLOGY GROUP, INC	AS 400 MAINT/WORK CAMP PORTION	205-301-920.400	\$ 315.71
					\$ 1,262.87
02/11/2010	25779	DUNNS	SM CHAIR MATS-6901/6902/6991/RPRT RM	101-301-726.000	\$ 171.25
02/11/2010	25779	DUNNS	SM CH MATS-CIVIL DIVISION	101-302-726.000	\$ 68.50
02/11/2010	25779	DUNNS	LRG CH MATS-CORRECTIONS CONTROL RM	101-351-920.400	\$ 214.00
					\$ 453.75
02/11/2010	25780	GAYLORD FAMILY PRACTICE	MED SERV F/	101-351-930.470	\$ 122.00
02/11/2010	25781	GAYLORD FORD	REPAIRS AND MAINT SUPPLIES	101-301-726.050	\$ 670.27
02/11/2010	25782	MICHIGAN POLICE EQUIPMENT CO	REPAIRS AND MAINTENANCE SVCS	101-302-920.400	\$ 165.66
02/11/2010	25782	MICHIGAN POLICE EQUIPMENT CO	EDUCATION AND TRAINING	101-320-704.400	\$ 165.67
02/11/2010	25782	MICHIGAN POLICE EQUIPMENT CO	SERVICE CONTRACTS	101-351-920.410	\$ 165.67
					\$ 497.00
02/11/2010	25783	MOTOROLA	REPLACE DAMAGED HAND-HELD RADIO	101-301-726.050	\$ 2,439.00
02/11/2010	25784	NORTHERN IMAGING ASSOCIATES PC	MED SERV	101-351-726.035	\$ 198.00
02/11/2010	25784	NORTHERN IMAGING ASSOCIATES PC	MED SERV F/	101-351-930.470	\$ 482.00
					\$ 680.00
02/11/2010	25785	OTSEGO COUNTY BUS SYSTEM	INV#343 09/30 VEH#693 RPLC HEADLAMP	101-301-726.050	\$ 615.00

Check Date	Check #	Payee	Description	GL #	Amount
02/11/2010	25786	OTSEGO MEMORIAL HOSPITAL	MED SERV F/	101-351-726.035	\$ 7,958.54
02/11/2010	25786	OTSEGO MEMORIAL HOSPITAL	MED SERV F/	101-351-930.470	\$ 1,174.08
					\$ 9,132.62
02/11/2010	25787	VOID	** VOIDED **		** VOIDED **
02/11/2010	25788	TSEGO MEMORIAL HOSPITAL/CLINIC PI	MED SERV F/	101-351-726.035	\$ 1,390.00
02/11/2010	25788	TSEGO MEMORIAL HOSPITAL/CLINIC PI	MED SERV F/	101-351-930.470	\$ 1,104.00
					\$ 2,494.00
02/11/2010	25789	VOID	** VOIDED **		** VOIDED **
02/11/2010	25790	STANDARD ELECTRIC COMPANY	SUPPLIES - GENERAL	637-265-726.000	\$ 61.68
02/11/2010	25791	TOTTENS BODY SHOP	REPAIRS AND MAINT SUPPLIES	101-301-726.050	\$ 2,925.17
02/11/2010	25792	TRIPLE M TIRE INC	REPAIRS AND MAINT SUPPLIES	101-301-726.050	\$ 499.48
02/11/2010	25793	WEST SIDE CLINIC	MED SERV F/	101-351-726.035	\$ 115.00
02/11/2010	25793	WEST SIDE CLINIC	MED SERV F/	101-351-930.470	\$ 115.00
					\$ 230.00
02/12/2010	25794	ABEL M CRUZ	PER DIEM	208-752-703.040	\$ 40.00
02/12/2010	25794	ABEL M CRUZ	TRAVEL	208-752-930.500	\$ 1.60
					\$ 41.60
02/12/2010	25795	ALPINE COMPUTERS	00127122320	208-752-726.000	\$ 39.99
02/12/2010	25796	BENJAMIN TARBUTTON	BEAR LEAGUE 2/6 & 2/13	208-752-940.010	\$ 200.00
02/12/2010	25797	BUTCH FLEMING	PER DIEM	208-752-703.040	\$ 40.00
02/12/2010	25797	BUTCH FLEMING	TRAVEL	208-752-930.500	\$ 8.00
					\$ 48.00
02/12/2010	25798	CHAD DUTCHER	PER DIEM	208-752-703.040	\$ 40.00
02/12/2010	25798	CHAD DUTCHER	TRAVEL	208-752-930.500	\$ 3.20
					\$ 43.20

Check Date	Check #	Payee	Description	GL #	Amount
02/12/2010	25799	CONSUMERS ENERGY	WAH WAH SOO ELECTRIC BILL	208-751-930.620	\$ 39.32
02/12/2010	25800	DAVE BARAGREY	PER DIEM	208-752-703.040	\$ 40.00
02/12/2010	25800	DAVE BARAGREY	TRAVEL	208-752-930.500	\$ 1.60
02/12/2010	25801	MC SPORTS	PILATES BALLS FOOSEBALL TABLES	208-752-726.040	\$ 499.93
02/12/2010	25802	NORTHERN MICHIGAN REVIEW	AEROBICS ADVERTISING	208-752-930.300	\$ 113.50
02/12/2010	25803	PETE AWREY	PER DIEM	208-752-703.040	\$ 80.00
02/12/2010	25804	RANDY STULTS	PER DIEM	208-752-703.040	\$ 40.00
02/12/2010	25804	RANDY STULTS	TRAVEL	208-752-930.500	\$ 8.00
02/12/2010	25805	THOMAS JOHNSON	PER DIEM	208-752-703.040	\$ 40.00
02/12/2010	25805	THOMAS JOHNSON	TRAVEL	208-752-930.500	\$ 12.00
02/12/2010	25806	VERIZON NORTH	PARK PHONE BILL	208-751-930.210	\$ 78.02
02/12/2010	25807	VERIZON WIRELESS	2347862252	208-752-930.210	\$ 104.71
02/12/2010	25808	WASTE MANAGEMENT	CENTER GARBAGE BILL	208-752-920.200	\$ 96.43
02/12/2010	25809	WILLIAM HOLEWINSKI	PER DIEM	208-752-703.040	\$ 40.00
02/12/2010	25809	WILLIAM HOLEWINSKI	TRAVEL	208-752-930.500	\$ 4.00
02/16/2010	25810	7TH PROBATE/FAMILY COURT	OTHER INSTITUTIONS	292-662-930.810	\$ 380.00
02/16/2010	25811	ALCHEMY MIND, LLC	OUTSIDE CONTRACTED SERVICES	101-133-940.010	\$ 533.33
02/16/2010	25812	ANDERSON, TACKMAN & CO. PLC	PROFESSIONAL	101-223-801.020	\$ 529.75
02/16/2010	25813	ASHLEY YUKER	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 512.50

Check Date	Check #	Payee	Description	GL #	Amount
02/16/2010	25814	AUTO OWNERS INSURANCE CO.	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 100.00
02/16/2010	25815	AUTO OWNERS INSURANCE COMPANY	RESTITUTIONS PAYABLE	701-000-271.000	\$ 100.00
02/16/2010	25816	AVFUEL CORPORATION		281-537-930.664	\$ 7,114.44
02/16/2010	25817	BARBARA WALDORF	ROOM AND BOARD	292-662-930.700	\$ 886.29
02/16/2010	25818	BEVERLY ENTERPRISES	RESTITUTIONS PAYABLE	701-000-271.000	\$ 50.00
02/16/2010	25819	BLUE CROSS BLUE SHIELD OF MI	RESTITUTIONS PAYABLE	701-000-271.000	\$ 400.00
02/16/2010	25820	BRADLEY J. BUTCHER	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 100.00
02/16/2010	25821	BRUCE CRANHAM, PC	OUTSIDE CONTRACTED SERVICES	101-141-940.010	\$ 1,912.50
02/16/2010	25821	BRUCE CRANHAM, PC	OUTSIDE CONTRACTED SERVICES	215-141-940.010	\$ 337.50
					\$ 2,250.00
02/16/2010	25822	BRUCE SCOTT	07-2009 FINAL 1/5/10	233-690-940.010	\$ 200.00
02/16/2010	25823	BS&A SOFTWARE INC	SERVICE CONTRACTS	616-253-920.410	\$ 300.00
02/16/2010	25824	CATHERINE ISBELL	TRAVEL	101-134-930.500	\$ 163.22
02/16/2010	25824	CATHERINE ISBELL	OUTSIDE CONTRACTED SERVICES	101-134-940.010	\$ 56.00
02/16/2010	25824	CATHERINE ISBELL	TRAVEL	292-662-930.500	\$ 48.00
02/16/2010	25824	CATHERINE ISBELL	SVCS OF CARE GIVER	292-662-930.830	\$ 34.00
					\$ 301.22
02/16/2010	25825	CHILD & FAMILY SERVICES OF NW MI	OTHER INSTITUTIONS	292-662-930.810	\$ 8,013.60
02/16/2010	25826	CHRISTOPHER YOUNG	RESTITUTIONS PAYABLE	701-000-271.000	\$ 80.00
02/16/2010	25827	CITY OF GAYLORD	02154-0000-02 JAN.	588-699-920.200	\$ 64.35
02/16/2010	25828	CONSUMERS ENERGY	ELECTRICITY	537-265-930.620-ALPCT0000	\$ 333.86
02/16/2010	25828	CONSUMERS ENERGY	ELECTRICITY	637-265-930.620-SILLI0000	\$ 34.03
					\$ 367.89

Check Date	Check #	Payee	Description	GL #	Amount
02/16/2010	25829	COOK, JAMES W & LAURIE A	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 50.00
02/16/2010	25830	CORECOMM	TELEPHONE	101-131-930.210	\$ 21.95
02/16/2010	25831	CORPORATE TITLE AGENCY	MORTG POLICY MI-12174	233-690-940.010	\$ 250.00
02/16/2010	25832	CORY SCOTT WOITYRA	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 71.65
02/16/2010	25833	DAVID BENTLEY	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 21.00
02/16/2010	25834	DAVID WHITE	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 115.00
02/16/2010	25835	DEB COLLISON	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 25.00
02/16/2010	25836	DENNA WEISCH	ROOM AND BOARD	292-662-930.700	\$ 441.44
02/16/2010	25837	DONALD R EHLERS	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 400.00
02/16/2010	25838	DONNA THOMPSON	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 10.00
02/16/2010	25839	DTE ENERGY	NATURAL GAS	205-301-930.610	\$ 767.89
02/16/2010	25839	DTE ENERGY	NATURAL GAS	637-265-930.610	\$ 109.09
02/16/2010	25839	DTE ENERGY	NATURAL GAS	337-265-930.610-ALPCT0000	\$ 9,112.71
					\$ 9,989.69
02/16/2010	25840	DYE, JOHN	HOSPITALIZATION/DENTAL	101-853-940.110	\$ 202.98
02/16/2010	25841	EDITH MCGAHAN	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 377.00
02/16/2010	25842	EMPLOYERS MUTUAL CASUALTY CO	RESTITUTIONS PAYABLE	701-000-271.000	\$ 50.00
02/16/2010	25843	FARM BUREAU INSURANC	RESTITUTIONS PAYABLE	701-000-271.000	\$ 80.00
02/16/2010	25844	FORWARD CORPORATION	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 75.00
02/16/2010	25845	FRELA HARDACRE	RESTITUTIONS PAYABLE	701-000-271.000	\$ 24.00
02/16/2010	25846	FUNCTIONAL FITNESS UNLEASHED	OUTSIDE CONTRACTED SERVICES	292-662-940.010	\$ 3,200.00

Check Date	Check #	Payee	Description	GL #	Amount
02/16/2010	25847	GARY GELOW	COURT APPOINTED ATTORNEY FEES	101-131-801.021	\$ 500.00
02/16/2010	25848	GASLIGHT MEDIA	SUPPLIES - GENERAL	101-228-726.000	\$ 85.00
02/16/2010	25848	GASLIGHT MEDIA	30602 FEB.	588-699-940.010	\$ 59.95
					\$ 144.95
02/16/2010	25849	GAYLORD BOWLING CENTER	RESTITUTIONS PAYABLE	701-000-271.000	\$ 700.00
02/16/2010	25850	GAYLORD CITY TREASURER	DUE CITIES	701-000-221.000	\$ 1,049.73
02/16/2010	25851	GAYLORD FORD	RESTITUTIONS PAYABLE	701-000-271.000	\$ 25.00
02/16/2010	25852	GIL-ROYS HARDWARE	SUPPLIES - GENERAL	637-265-726.000	\$ 262.55
02/16/2010	25853	GLENN & MARY FLOOD	ROOM AND BOARD	292-662-930.700	\$ 441.44
02/16/2010	25854	GLENS MARKET	RESTITUTIONS PAYABLE	701-000-271.000	\$ 10.00
02/16/2010	25855	GLENS MARKET	STAFF DEVELOPMENT	01-000-232.004-TEAM00000	\$ 53.73
02/16/2010	25856	GORDON BURNASKA	RESITUTIONS PAYABLE-PRBT CT	701-000-271.148	\$ 31.75
02/16/2010	25857	GREAT LAKES ENERGY	RESTITUTIONS PAYABLE	701-000-271.000	\$ 16.00
02/16/2010	25858	GREG HASKE	RESTITUTIONS PAYABLE	701-000-271.000	\$ 15.00
02/16/2010	25859	HILLTOP-JOSEPH BURZYNSKI	RESTITUTIONS PAYABLE	701-000-271.000	** VOIDED **
02/16/2010	25860	HOWARD L SHIFMAN PC	PROFESSIONAL SVCS	260-130-801.025	\$ 977.50
02/16/2010	25861	JANA BECKWITH	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 291.75
02/16/2010	25862	JOHN DENISON	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 33.60
02/16/2010	25863	JOHNSON OIL COMPANY	RESTITUTIONS PAYABLE	701-000-271.000	\$ 320.00
02/16/2010	25864	JUDICIAL MANAGEMENT SYSTEMS INC	OUTSIDE CONTRACTED SERVICES	101-131-940.010	\$ 480.00

Check Date	Check #	Payee	Description	GL #	Amount
02/16/2010	25865	KERRI S SCHRODER, PHD	OUTSIDE CONTRACTED SERVICES	292-662-940.010	\$ 300.00
02/16/2010	25866	KOHL'S	RESTITUTIONS PAYABLE	701-000-271.000	\$ 506.36
02/16/2010	25867	LARRY WALTER CAMPBELL	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 531.07
02/16/2010	25868	LINCOLN FINANCIAL	LIFE AND DISABILITY	101-131-704.140	\$ 386.03
02/16/2010	25868	LINCOLN FINANCIAL	LIFE AND DISABILITY	101-133-704.140	\$ 24.42
02/16/2010	25868	LINCOLN FINANCIAL	LIFE AND DISABILITY	101-141-704.140	\$ 155.80
02/16/2010	25868	LINCOLN FINANCIAL	LIFE AND DISABILITY	215-141-704.140	\$ 27.50
			LIFE AND DISABILITY	292-662-704.140	\$ 60.77
					\$ 654.52
02/16/2010	25869	LINDA R. MARTIN	SVCS OF CARE GIVER	292-662-930.830	\$ 20.00
02/16/2010	25870	MACAO-MI ASSOC OF COUNTIES	MAC	101-105-930.601	\$ 11,099.28
02/16/2010	25871	MACKINAC ENVIRONMENTAL TECH, IN	INV ML730-1 MOLD INSPECTION 10-2009	233-690-940.010	\$ 1,475.00
02/16/2010	25872	MARINA WOODCOX	RESTITUTIONS PAYABLE	701-000-271.000	\$ 50.00
02/16/2010	25873	MASSEY, STEVE	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 25.00
02/16/2010	25874	MICHAEL KURAS	ROOM AND BOARD	292-662-930.700	\$ 2,540.76
02/16/2010	25875	MICHAEL SALDANA	RESTITUTIONS PAYABLE	701-000-271.000	\$ 130.00
02/16/2010	25876	MICHIGAN ASSOC OF COUNTY CLERKS	MEMBERSHIP AND DUES	101-215-930.600	\$ 170.00
02/16/2010	25877	MOORE PIZZA LLC	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 300.00
02/16/2010	25878	MUSKEGON DEVELOPMENT COMPANY	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 12.00
02/16/2010	25879	NANCY SWOFFER	RESTITUTIONS PAYABLE-PRBT CT	701-000-271.148	\$ 30.00
02/16/2010	25880	RTH COUNTRY COMMUNITY MENTAL H	OUTSIDE CONTRACTED SERVICES	101-649-940.010	\$ 23,500.75
02/16/2010	25881	NORTHERN MICHIGAN REVIEW	ADVERTISING	617-253-930.300	\$ 1,636.02

Check Date	Check #	Payee	Description	GL #	Amount
02/16/2010	25882	KTHWEST MICHIGAN COMMUNITY HEADQUARTERS	OUTSIDE CONTRACTED SERVICES	101-631-940.010	\$ 4,095.53
02/16/2010	25883	MH MEDICAL GROUP & MEDCAR WALK	SUPPLIES - GENERAL	205-301-726.000	\$ 50.00
02/16/2010	25883	MH MEDICAL GROUP & MEDCAR WALK	OUTSIDE CONTRACTED SERVICES	588-699-940.010	\$ 70.00
					\$ 120.00
02/16/2010	25884	OTSEGO CLUB & RESORT	RESTITUTIONS PAYABLE	701-000-271.000	\$ 100.00
02/16/2010	25884	OTSEGO CLUB & RESORT	RESTITUTIONS PAYABLE-PRBT CT	701-000-271.148	\$ 40.00
					\$ 140.00
02/16/2010	25885	TSEGO CO JUDICIAL SYSTEM SMART CAFE	HOSPITALIZATION	101-131-704.110	\$ 40.00
02/16/2010	25886	OTSEGO COUNTY	TRAVEL	101-133-930.500	\$ 437.00
02/16/2010	25887	OTWELL MAWBY, P.C.	INV 12019 LEAD INSPECTION #10-2009	233-690-940.010	\$ 800.00
02/16/2010	25888	PAXTON RESOURCES	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 17.00
02/16/2010	25889	PHIL DIECK AGENCY/FARM BUREAU	RESTITUTIONS PAYABLE	701-000-271.000	\$ 50.00
02/16/2010	25890	PIONEER STATE MUTUAL INSURANCE	RESTITUTIONS PAYABLE	701-000-271.000	\$ 15.00
02/16/2010	25891	RANDAL WOODWARD	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 16.66
02/16/2010	25892	DWOOD TOXICOLOGY LABORATORY II	SUPPLIES - GENERAL	101-133-726.000	\$ 78.00
02/16/2010	25892	DWOOD TOXICOLOGY LABORATORY II	TECHNICAL SVCS	292-662-801.030	\$ 84.00
					\$ 162.00
02/16/2010	25893	ROBERT MOORE	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 30.00
02/16/2010	25894	SANE	RESTITUTIONS PAYABLE	701-000-271.000	\$ 52.49
02/16/2010	25894	SANE	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 12.50
					\$ 64.99
02/16/2010	25895	SAULT STE MARIE TRIBE - CHIPPEWA IN	OTHER INSTITUTIONS	292-662-930.810	\$ 1,440.00
02/16/2010	25896	SEARS	RESTITUTIONS PAYABLE	701-000-271.000	\$ 50.00

Check Date	Check #	Payee	Description	GL #	Amount
02/16/2010	25897	SECRETARY OF STATE	DRIVERS LICENSE REINSTATEMENT	701-000-228.030	\$ 516.67
02/16/2010	25898	SHERRY FORBES	SUPPLIES - JANITORIAL	101-131-726.025	\$ 150.00
02/16/2010	25898	SHERRY FORBES	SUPPLIES - JANITORIAL	101-141-726.025	\$ 127.50
02/16/2010	25898	SHERRY FORBES	SUPPLIES - JANITORIAL	215-141-726.025	\$ 22.50
					\$ 300.00
02/16/2010	25899	SKILLPATH SEMINARS	EDUCATION AND TRAINING	101-131-704.400	\$ 159.00
02/16/2010	25900	SPEEDWAY SUPERAMERICA LLC	GASOLINE	101-301-930.660	\$ 1,603.27
02/16/2010	25900	SPEEDWAY SUPERAMERICA LLC	GASOLINE	101-302-930.660	\$ 221.57
02/16/2010	25900	SPEEDWAY SUPERAMERICA LLC	GASOLINE	101-721-930.660	\$ 85.19
02/16/2010	25900	SPEEDWAY SUPERAMERICA LLC	GASOLINE	205-301-930.660	\$ 575.30
02/16/2010	25900	SPEEDWAY SUPERAMERICA LLC	COMP UNIT EXPENSES	210-651-700.000	\$ 3,203.93
02/16/2010	25900	SPEEDWAY SUPERAMERICA LLC	GASOLINE	212-430-930.660	\$ 291.68
02/16/2010	25900	SPEEDWAY SUPERAMERICA LLC	GASOLINE	249-371-930.660	\$ 72.57
02/16/2010	25900	SPEEDWAY SUPERAMERICA LLC	GASOLINE	261-427-930.660	\$ 128.53
02/16/2010	25900	SPEEDWAY SUPERAMERICA LLC	GASOLINE	281-537-930.660	\$ 84.17
02/16/2010	25900	SPEEDWAY SUPERAMERICA LLC	GASOLINE	293-689-930.660	\$ 102.36
02/16/2010	25900	SPEEDWAY SUPERAMERICA LLC	GASOLINE	645-172-930.660	\$ 72.42
					\$ 6,440.99
02/16/2010	25901	SRW, INC	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 17.00
02/16/2010	25902	STATE FARM INSURANCE	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 25.00
02/16/2010	25903	STATE FARM INSURANCE CO.	RESTITUTIONS PAYABLE-PRBT CT	701-000-271.148	\$ 50.00
02/16/2010	25904	STATE OF MICHIGAN	PISTOL PERMITS	701-000-228.016	\$ 1,472.00
02/16/2010	25905	STATE OF MICHIGAN	STATE CNSRVTN CSTS LQDTN DMG	701-000-228.020	\$ 2,000.00
02/16/2010	25905	STATE OF MICHIGAN	CRIME VICTIM RIGHTS FUNDS	701-000-228.037	\$ 1,659.68
02/16/2010	25905	STATE OF MICHIGAN	STATE COURT FUND	701-000-228.042	\$ 250.00
02/16/2010	25905	STATE OF MICHIGAN	JUROR COMPENSATION REIMBURSE	701-000-228.057	\$ 516.66
02/16/2010	25905	STATE OF MICHIGAN	CIVIL FILING FEE FUND	701-000-228.058	\$ 4,543.00
02/16/2010	25905	STATE OF MICHIGAN	JUSTICE SYSTEM FUND	701-000-228.059	\$ 12,475.62
					\$ 21,444.96

Check Date	Check #	Payee	Description	GL #	Amount
02/16/2010	25906	STEVEN ELMHIRST JR	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 25.00
02/16/2010	25907	STEVEN LEE MATTHIES	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 50.00
02/16/2010	25908	SUSAN J. CAULEY	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 450.00
02/16/2010	25909	THE BANK OF NORTHERN MICHIGAN	100051275-46 VANS	588-699-920.520	\$ 926.25
02/16/2010	25910	THOMAS HARTOON	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 54.00
02/16/2010	25911	THOMAS WRIGHT	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 250.00
02/16/2010	25912	TIMBERLY MOTEL	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 18.25
02/16/2010	25913	TIMOTHY HORD, DDS	RESTITUTIONS PAYABLE	701-000-271.000	\$ 25.00
02/16/2010	25914	TITLE CHECK LLC	SERVICE CONTRACTS	516-253-920.410	\$ 6,068.66
02/16/2010	25915	TREETOPS SYLVAN RESORT	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 94.95
02/16/2010	25916	U.S. POST OFFICE	RESTITUTIONS PAYABLE	701-000-271.000	\$ 20.00
02/16/2010	25917	UNDERGROUND SECURITY COMPANY	SUPPLIES - GENERAL	256-215-726.000	\$ 1,368.72
02/16/2010	25918	UNIVERSITY CENTER AT GAYLORD	OUTSIDE CONTRACTED SERVICES	101-133-940.010	\$ 50.00
02/16/2010	25919	VERIZON NORTH	517-300-7345 JAN.	588-699-930.210	\$ 61.48
02/16/2010	25920	VERIZON WIRELESS	2347944270 DEC.	588-699-930.210	\$ 129.14
02/16/2010	25921	VILLAGE OF VANDERBILT TREASURER	TAXES REC - REAL - DELIQ	16-000-026.000-TAX090000	\$ 293.54
02/16/2010	25921	VILLAGE OF VANDERBILT TREASURER	PENALTY & INTEREST/TAXES	16-170-445.100-TAX090000	\$ 14.68
02/16/2010	25922	WAGS TO WISKERS PET SUPPLY	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 238.50
02/16/2010	25923	WALMART	RESTITUTIONS PAYABLE	701-000-271.000	\$ 519.04

Check Date	Check #	Payee	Description	GL #	Amount
02/16/2010	25924	WALTER LOCKWOOD	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 16.66
02/16/2010	25925	WASTE MANAGEMENT	3767695-1838-6 JAN.	588-699-940.010	\$ 101.66
02/16/2010	25926	WAYNE ISBELL	OUTSIDE CONTRACTED SERVICES	101-134-940.010	\$ 56.00
02/16/2010	25926	WAYNE ISBELL	SVCS OF CARE GIVER	292-662-930.830	\$ 24.00
					\$ 80.00
02/16/2010	25927	WEST PAVMENT CENTER	ELECTRONIC SUBSCRIPTIONS	269-145-726.210	\$ 358.05
02/16/2010	25928	WILLIAM BLAND CUSTOM HOMES	07-2009 COMPLETE PROJECT	233-690-940.010	\$ 4,050.00
			TOTAL OF 173 CHECKS (3 voided)		\$ 194,081.76
			Fund		Amount
			Total for fund 101 GENERAL FUND		\$ 71,038.62
			Total for fund 205 WORK CAMP		\$ 1,833.90
			Total for fund 208 PARKS AND RECREATION		\$ 10,149.60
			Total for fund 210 AMBULANCE SERVICES		\$ 3,203.93
			Total for fund 212 ANIMAL CONTROL		\$ 291.68
			Total for fund 215 FRIEND OF THE COURT		\$ 387.50
			Total for fund 233 HUD GRANT FUND		\$ 6,775.00
			Total for fund 249 BUILDING INSPECTION FUND		\$ 72.57
			Total for fund 256 REGISTER OF DEEDS AUTOMATION		\$ 1,368.72
			Total for fund 260 LEGAL DEFENSE FUND		\$ 977.50
			Total for fund 261 911 SERVICE FUND		\$ 128.53
			Total for fund 269 LAW LIBRARY		\$ 358.05
			Total for fund 281 AIRPORT		\$ 27,198.61
			Total for fund 292 CHILD CARE FUND		\$ 17,914.30
			Total for fund 293 SOLDIERS' RELIEF FUND		\$ 102.36
			Total for fund 516 DELINQUENT TAX REVOLVING		\$ 6,376.88
			Total for fund 588 TRANSPORTATION FUND		\$ 1,412.83
			Total for fund 616 HOMESTEAD AUDIT FUND		\$ 300.00
			Total for fund 617 TAX FORECLOSURE FUND		\$ 1,636.02
			Total for fund 637 BUILDING AND GROUNDS		\$ 9,913.92
			Total for fund 645 ADMINISTRATIVE SERVICES		\$ 72.42
			Total for fund 701 GENERAL AGENCY		\$ 32,442.82
			Total for fund 704 PAYROLL IMPREST FUND		\$ 126.00
			TOTAL - ALL FUNDS		\$ 194,081.76

COUNTY OF OTSEGO
ACCOUNTS PAYABLE FEBRUARY 23, 2010

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/23/2010	AP	25929	87- A DISTRICT	SERVICE CHARGES	101-131-930.150	\$ 693.59
02/23/2010	AP	25930	87-A DISTRICT COURT	WITNESS SERVICES	101-131-930.940	\$ 9.70
02/23/2010	AP	25930	87-A DISTRICT COURT	JUROR SERVICES	101-145-930.930	\$ 419.30
						\$ 429.00
02/23/2010	AP	25931	ABEL M CRUZ	TELEPHONE	101-131-930.210	\$ 30.00
02/23/2010	AP	25932	ACCURINT	OUTSIDE CONTRACTED SERVICES	101-141-940.010	\$ 42.50
02/23/2010	AP	25932	ACCURINT	OUTSIDE CONTRACTED SERVICES	215-141-940.010	\$ 7.50
						\$ 50.00
02/23/2010	AP	25933	ADE INC	PROPERTY - SOFTWARE	101-131-970.450	\$ 300.00
02/23/2010	AP	25934	ADVANCE ELECTRIC INC	307047 STOCK	588-699-726.050	\$ 18.06
02/23/2010	AP	25935	ADVANCED BENEFIT SOLUTIONS, INC.	HOSPITALIZATION	101-131-704.110	\$ 11.85
02/23/2010	AP	25935	ADVANCED BENEFIT SOLUTIONS, INC.	HOSPITALIZATION	101-133-704.110	\$ 0.95
02/23/2010	AP	25935	ADVANCED BENEFIT SOLUTIONS, INC.	HOSPITALIZATION	101-136-704.110	\$ 0.95
02/23/2010	AP	25935	ADVANCED BENEFIT SOLUTIONS, INC.	HOSPITALIZATION	101-141-704.110	\$ 4.86
02/23/2010	AP	25935	ADVANCED BENEFIT SOLUTIONS, INC.	HOSPITALIZATION	101-148-704.110	\$ 0.95
02/23/2010	AP	25935	ADVANCED BENEFIT SOLUTIONS, INC.	HOSPITALIZATION	215-141-704.110	\$ 0.84
02/23/2010	AP	25935	ADVANCED BENEFIT SOLUTIONS, INC.	HOSPITALIZATION	292-662-704.110	\$ 2.40
						\$ 22.80
02/23/2010	AP	25936	AFLAC #3010105	AFLAC	704-000-231.281	\$ 2,846.04
02/23/2010	AP	25937	ALCHEMY MIND, LLC	CAMP PROGRAM	205-301-704.400	\$ 300.00
02/23/2010	AP	25937	ALCHEMY MIND, LLC	JAIL PROGRAM	595-351-726.000	\$ 300.00
						\$ 600.00
02/23/2010	AP	25938	ALPINE ELECTRONICS	VEH#697 REAR STROBES BACK UP LIGHTS	101-301-726.050	\$ 150.00
02/23/2010	AP	25939	AMERICAN MESSAGING	TELEPHONE	101-648-930.210	\$ 146.37

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/23/2010	AP	25940	AT&T MOBILITY	SHERIFF'S CELL	101-301-930.210	\$ 48.28
02/23/2010	AP	25940	AT&T MOBILITY	JAIL ADMIN'S CELL	101-351-930.210	\$ 44.44
02/23/2010	AP	25940	AT&T MOBILITY	WORK CAMP SUPV'S CELL	205-301-930.210	\$ 87.47
						\$ 180.19
02/23/2010	AP	25941	AUTO VALUE - GAYLORD	259-120380; ***259-120545 SHOP	588-699-726.050	\$ 367.82
02/23/2010	AP	25942	BAGLEY TOWNSHIP	OTHER REV - CONTRIBUTIONS	101-721-674.000	\$ 2,083.96
02/23/2010	AP	25943	BASIC COMMUNICATIONS	GAY01AR44 PHONE CHARGERS	588-699-726.000	\$ 49.98
02/23/2010	AP	25944	BOB MITCHELL & ASSOCIATES	PROPERTY - BUILDINGS	413-901-970.200	\$ 2,600.00
02/23/2010	AP	25945	BRUCE SCOTT	03-2009 FINAL INSPECTION	233-690-940.010	\$ 200.00
02/23/2010	AP	25946	BRUCE TILLINGER	CONTRACTED PLUMBING & MECHANICAL INS	249-371-801.020	\$ 1,700.00
02/23/2010	AP	25947	BS&A SOFTWARE INC	TAX SYSTEM SERVICE FOR 2010	101-257-920.410	\$ 2,360.00
02/23/2010	AP	25948	CARSON CITY HOSPITAL	SUPPLIES - GENERAL	101-648-726.000	\$ 20.00
02/23/2010	AP	25949	CASE CREDIT - CNH CAPITAL	40613 #5; 40835 #17	588-699-726.050	\$ 12.40
02/23/2010	AP	25950	CHARTER COMMUNICATIONS	PHONE COMPUTER CABLE	281-537-940.000	\$ 212.56
02/23/2010	AP	25950	CHARTER COMMUNICATIONS	INMATE CABLE	595-351-726.000	\$ 114.89
						\$ 327.45
02/23/2010	AP	25951	CONSUMERS ENERGY	1247 VAN TYLE RD METER# 84088995	281-537-930.620	\$ 2,085.73
02/23/2010	AP	25951	CONSUMERS ENERGY	100019515327 JANUARY	588-699-930.620	\$ 1,552.29
02/23/2010	AP	25951	CONSUMERS ENERGY	ELECTRICITY	265-930.620-CRTHSO	\$ 1,970.18
						\$ 5,608.20
02/23/2010	AP	25952	CORNWELL TOOLS	4576 SHOP TOOLS	588-699-726.050	\$ 234.72
02/23/2010	AP	25953	DE LAGE LANDEN PUBLIC FINANCE	4727662 JAN. COPIES	588-699-940.010	\$ 150.08
02/23/2010	AP	25954	DELL MARKETING	SERVER BSA/LICENSE	212-901-970.450	\$ 841.38

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/23/2010	AP	25963	GAYLORD DRY CLEANERS	DRYCLNG/ADMIN & RD PATROL	101-301-920.410	\$ 80.00
02/23/2010	AP	25963	GAYLORD DRY CLEANERS	DRYCLNG/CIVIL DIVISION	101-302-920.410	\$ 67.00
						\$ 147.00
02/23/2010	AP	25964	GAYLORD REFRIGERATION	REPAIRS AND MAINT SUPPLIES	637-265-726.050	\$ 690.00
02/23/2010	AP	25965	GBS INC	SUPPLIES - GENERAL	101-215-726.000	\$ 347.03
02/23/2010	AP	25966	GENEVIE BURZYNSKI	RESTITUTIONS PAYABLE	701-000-271.000	\$ 60.00
02/23/2010	AP	25967	GOLDEN AUTO ELECTRIC	48773 BUS #9	588-699-726.050	\$ 75.00
02/23/2010	AP	25968	GORDON FOOD SERVICES	WORK CAMP SUPPLIES	101-351-726.000	\$ 218.36
02/23/2010	AP	25968	GORDON FOOD SERVICES	JAIL SUPPLIES	101-351-726.025	\$ 344.94
02/23/2010	AP	25968	GORDON FOOD SERVICES	KITCHEN SUPPLIES	101-351-726.030	\$ 263.61
02/23/2010	AP	25968	GORDON FOOD SERVICES	GROCERY	101-351-930.700	\$ 2,769.84
						\$ 3,596.75
02/23/2010	AP	25969	GRAPHIC SCIENCES INC.	SUPPLIES - GENERAL	256-215-726.000	\$ 12,217.28
02/23/2010	AP	25970	GREAT LAKES CONSTRUCTION	03-2009 COMPLETE 40% DRAW	233-690-940.010	\$ 10,477.50
02/23/2010	AP	25971	GRIZZEL & ASSOCIATES, INC	SHIPPING AND MAILING	101-131-930.450	\$ 31.50
02/23/2010	AP	25972	HOEKSTRA TRANSPORTATION INC	C10082593 BUS #24	588-699-726.050	\$ 58.35
02/23/2010	AP	25973	HOWARD L SHIFMAN PC	PROFESSIONAL	260-270-801.020	\$ 115.00
02/23/2010	AP	25974	HUGH THOMPSON	RESTITUTIONS PAYABLE	701-000-271.000	\$ 7.65
02/23/2010	AP	25975	ICC DISTRIBUTION CENTER	CODE BOOKS	249-371-726.200	\$ 341.50
02/23/2010	AP	25976	IDEARC MEDIA CORP	SHERIFF TX LISTINGS	101-301-940.010	\$ 13.88
02/23/2010	AP	25976	IDEARC MEDIA CORP	JAIL TX LISTING	101-351-920.410	\$ 13.87
						\$ 27.75

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/23/2010	AP	25977	IMPREST CASH OTSEGO COUNTY CLER	SUPPLIES - GENERAL	101-215-726.000	\$ 25.41
02/23/2010	AP	25977	IMPREST CASH OTSEGO COUNTY CLER	SHIPPING AND MAILING	101-215-930.450	\$ 2.35
02/23/2010	AP	25977	IMPREST CASH OTSEGO COUNTY CLER	SUPPLIES - GENERAL	256-215-726.000	\$ 16.93
						\$ 44.69
02/23/2010	AP	25978	IMPREST CASH, OTSEGO COUNTY BUS	0815; 0816; 0817; 0819 SUPPLIES	588-699-726.000	\$ 25.48
02/23/2010	AP	25979	IMPREST CASH, OTSEGO COUNTY SHE	FRAMES/SCISSORS/AIR FRSHNR/DATE STMP	101-301-726.000	\$ 13.45
02/23/2010	AP	25979	IMPREST CASH, OTSEGO COUNTY SHE	WINDSHIELD WASHER SOLVENT	101-301-726.050	\$ 2.49
02/23/2010	AP	25979	IMPREST CASH, OTSEGO COUNTY SHE	EMPL MEALS/INMATE TRANSPORTS	101-301-930.500	\$ 84.00
02/23/2010	AP	25979	IMPREST CASH, OTSEGO COUNTY SHE	FRAMES/AIR FRSHNR/DATE STAMPER	101-302-726.000	\$ 11.56
02/23/2010	AP	25979	IMPREST CASH, OTSEGO COUNTY SHE	FRAMES/SCISSORS/AIR FRSHNR/DATE STMP	101-351-726.000	\$ 13.45
						\$ 124.95
02/23/2010	AP	25980	JAMES BANNER, DO	AUTOPSIES	101-648-930.920	\$ 900.00
02/23/2010	AP	25981	JIM WERNIG INC	24067 STOCK	588-699-726.050	\$ 998.28
02/23/2010	AP	25982	JIMS ALPINE AUTOMOTIVE	521202; 521833 STOCK	588-699-726.050	\$ 1,492.93
02/23/2010	AP	25983	JOHN W. GROVES	APPELLATE ATTORNEY FEES	101-131-801.023	\$ 1,565.00
02/23/2010	AP	25984	JOHNSON OIL COMPANY	SRE UNLEADE	281-537-930.662	\$ 1,518.10
02/23/2010	AP	25984	JOHNSON OIL COMPANY	CL22009 JANUARY	588-699-930.660	\$ 12,198.27
						\$ 13,716.37
02/23/2010	AP	25985	JULIE DELANEY	TELEPHONE	101-131-930.210	\$ 30.00
02/23/2010	AP	25986	KIRTLAND COMMUNITY COLLEGE	OUTSIDE CONTRACTED SERVICES	214-806-940.010	\$ 73,919.67
02/23/2010	AP	25987	KIRTLAND COMMUNITY COLLEGE	OUTSIDE CONTRACTED SERVICES	214-806-940.010	\$ 280,882.61
02/23/2010	AP	25988	LANGUAGE LINE SERVICES	OUTSIDE CONTRACTED SERVICES	101-131-940.010	\$ 74.09
02/23/2010	AP	25989	LARRY ROBACK	MEAL REIMB.	293-689-930.500	\$ 5.31
02/23/2010	AP	25990	LAWSON PRODUCTS, INC.	8903662 SHOP SUPPLIES	588-699-726.050	\$ 186.20

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/23/2010	AP	25991	LINCOLN FINANCIAL	INSURANCE - LIFE/DISABILITY	704-000-231.870	\$ 2,741.87
02/23/2010	AP	25992	MAC TOOLS	51254 SHOP TOOLS	588-699-726.050	\$ 10.69
02/23/2010	AP	25993	MARCIA HODGE	TRAVEL	101-131-930.500	\$ 9.60
02/23/2010	AP	25993	MARCIA HODGE	SVCS OF CARE GIVER	101-131-930.830	\$ 30.00
02/23/2010	AP	25994	MAXIMUM SECURITY	REPAIRS AND MAINTENANCE SVCS	101-131-920.400	\$ 434.00
02/23/2010	AP	25994	MAXIMUM SECURITY	SERVICE CONTRACTS	637-265-920.410	\$ 89.97
02/23/2010	AP	25995	MICHIGAN ASSESSORS ASSOCIATION	MAA DUES	101-257-930.600	\$ 150.00
02/23/2010	AP	25996	MICHIGAN ASSOCIATION OF CHIEFS O	2010 MACP DUES/SHERIFF	101-301-930.600	\$ 85.00
02/23/2010	AP	25997	MICHIGAN ASSOCIATION OF COUNTIE	HOSPITALIZATION/DENTAL	101-131-940.110	\$ 2,732.67
02/23/2010	AP	25998	MICHIGAN ASSOCIATION OF COUNTIE	HOSPITALIZATION	101-131-704.110	\$ 1,686.16
02/23/2010	AP	25998	MICHIGAN ASSOCIATION OF COUNTIE	HOSPITALIZATION	292-662-704.110	\$ 356.95
02/23/2010	AP	25998	MICHIGAN ASSOCIATION OF COUNTIE	HEALTH CARE CONTRIBS COURT	704-000-231.261	\$ 485.69
						\$ 2,528.80
02/23/2010	AP	25999	MICHIGAN ASSOCIATION OF COUNTIE	HOSPITALIZATION	101-131-704.110	\$ 11,734.62
02/23/2010	AP	25999	MICHIGAN ASSOCIATION OF COUNTIE	HOSPITALIZATION	101-136-704.110	\$ 1,081.65
02/23/2010	AP	25999	MICHIGAN ASSOCIATION OF COUNTIE	HOSPITALIZATION	101-141-704.110	\$ 5,373.36
02/23/2010	AP	25999	MICHIGAN ASSOCIATION OF COUNTIE	HOSPITALIZATION	101-148-704.110	\$ 1,297.97
02/23/2010	AP	25999	MICHIGAN ASSOCIATION OF COUNTIE	HOSPITALIZATION	215-141-704.110	\$ 948.25
02/23/2010	AP	25999	MICHIGAN ASSOCIATION OF COUNTIE	HOSPITALIZATION	292-662-704.110	\$ 1,821.97
02/23/2010	AP	25999	MICHIGAN ASSOCIATION OF COUNTIE	HEALTH CARE CONTRIBS COURT	704-000-231.261	\$ 1,171.46
						\$ 23,429.28
02/23/2010	AP	26000	MICHIGAN SHERIFFS ASSOCIATION	2010 MEMBERSHIP DUES 6901 & 6902	101-301-930.600	\$ 570.00
02/23/2010	AP	26001	MID NORTH PRINTING INC	79705 DEPT. RECEIPTS	588-699-726.000	\$ 339.70
02/23/2010	AP	26002	MID STATES BOLT & SCREW CO	3394381; 3398722 SHOP SUPPLIES	588-699-726.050	\$ 187.80

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/23/2010	AP	26003	MISTER TS GLASS	F0025384 WINDOW**ICE DAMAGE	588-699-940.010	\$ 626.55
02/23/2010	AP	26004	NELSONS FUNERAL HOME	RENTAL - MORGUE	101-648-920.530	\$ 250.00
02/23/2010	AP	26004	NELSONS FUNERAL HOME	TRANSPORTING	101-648-930.460	\$ 175.00
						\$ 425.00
02/23/2010	AP	26005	NORTHERN MICHIGAN LE TRAINING G	2010 NMLETG FEE	101-301-704.400	\$ 125.00
02/23/2010	AP	26006	NORTHERN MICHIGAN REVIEW	SHIPPING AND MAILING	101-131-930.450	\$ 63.50
02/23/2010	AP	26006	NORTHERN MICHIGAN REVIEW	DOG LICENSE ADVERTISING	212-430-930.300	\$ 78.75
02/23/2010	AP	26006	NORTHERN MICHIGAN REVIEW	01648765-01677762 JANUARY	588-699-930.300	\$ 433.90
						\$ 576.15
02/23/2010	AP	26007	NORTHWESTERN BANK-CARDMEMBE	EDUCATION AND TRAINING	101-133-704.400	\$ 225.00
02/23/2010	AP	26007	NORTHWESTERN BANK-CARDMEMBE	EDUCATION AND TRAINING	101-267-704.400	\$ 50.00
02/23/2010	AP	26007	NORTHWESTERN BANK-CARDMEMBE	TRAVEL	101-267-930.500	\$ 125.30
02/23/2010	AP	26007	NORTHWESTERN BANK-CARDMEMBE	SUPPLIES - KITCHEN	101-351-726.030	\$ 275.00
02/23/2010	AP	26007	NORTHWESTERN BANK-CARDMEMBE	SUPPLIES - GENERAL	261-427-726.000	\$ 318.98
02/23/2010	AP	26007	NORTHWESTERN BANK-CARDMEMBE	TRAVEL	281-537-930.500	\$ 125.00
02/23/2010	AP	26007	NORTHWESTERN BANK-CARDMEMBE	WEB HOSTING	618-447-920.431	\$ 30.00
02/23/2010	AP	26007	NORTHWESTERN BANK-CARDMEMBE	TRAVEL	645-172-930.500	\$ 11.00
02/23/2010	AP	26007	NORTHWESTERN BANK-CARDMEMBE	SUPPLIES - GENERAL	645-201-726.000	\$ 35.58
						\$ 1,195.86
02/23/2010	AP	26008	ODS THE DOOR SPECIALIST	8721 DOOR #3; GARAGE	588-699-940.010	\$ 606.00
02/23/2010	AP	26009	OTSEGO CO JUDICIAL SYSTM SMART C	HOSPITALIZATION	101-131-704.110	\$ 80.00
02/23/2010	AP	26009	OTSEGO CO JUDICIAL SYSTM SMART C	HOSPITALIZATION	101-141-704.110	\$ 68.00
02/23/2010	AP	26009	OTSEGO CO JUDICIAL SYSTM SMART C	HOSPITALIZATION	215-141-704.110	\$ 12.00
						\$ 160.00
02/23/2010	AP	26010	OTSEGO COUNTY BUS SYSTEM	WORK ON RANGER	212-430-920.400	\$ 98.68
02/23/2010	AP	26010	OTSEGO COUNTY BUS SYSTEM	2000 FORD F-150 W/O 6368 - REPAIRS	249-371-726.050	\$ 134.09
						\$ 232.77
02/23/2010	AP	26011	PRINTING SYSTEMS, INC	SUPPLIES - GENERAL	645-201-726.000	\$ 296.81

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/23/2010	AP	26012	QUILL CORPORATION	HAMMERMILL COPY PAPER	101-000-106.000	\$ 99.60
02/23/2010	AP	26012	QUILL CORPORATION	SUPPLIES - GENERAL	101-131-726.000	\$ 460.18
						\$ 559.78
02/23/2010	AP	26013	QWEST	TELEPHONE	637-265-930.210	\$ 225.08
02/23/2010	AP	26014	RESTAT	INMATE PHARMACY THRU 1/15/2010	101-351-726.035	\$ 2,476.37
02/23/2010	AP	26015	ROB LINSTRUM	PROFESSIONAL	101-648-801.020	\$ 225.00
02/23/2010	AP	26015	ROB LINSTRUM	TRAVEL	101-648-930.500	\$ 11.00
						\$ 236.00
02/23/2010	AP	26016	RON SMITH	RESTITUTIONS PAYABLE	701-000-271.000	\$ 14.85
02/23/2010	AP	26017	RON'S WRECKER	106005 BUS #21	588-699-940.010	\$ 80.00
02/23/2010	AP	26018	SPARTAN STORES LLC	MILK AND BREAD	101-351-930.700	\$ 254.62
02/23/2010	AP	26019	STAPLES BUSINESS ADVANTAGE	SUPPLIES - GENERAL	101-141-726.000	\$ 278.61
02/23/2010	AP	26019	STAPLES BUSINESS ADVANTAGE	SUPPLIES - GENERAL	215-141-726.000	\$ 49.17
						\$ 327.78
02/23/2010	AP	26020	SYSCO - GRAND RAPIDS	JAIL SUPPLIES	101-351-726.025	\$ 621.25
02/23/2010	AP	26020	SYSCO - GRAND RAPIDS	KITCHEN SUPPLIES	101-351-726.030	\$ 670.05
02/23/2010	AP	26020	SYSCO - GRAND RAPIDS	FOOD SUPPLIES	101-351-930.700	\$ 5,048.87
						\$ 6,340.17
02/23/2010	AP	26021	TARGET INFORMATION MANAGEMEN	SUPPLIES - GENERAL	101-131-726.000	\$ 57.20
02/23/2010	AP	26022	TELEPHONE SUPPORT SYSTEMS INC	WORK CMAP COMPUTER DROPS	205-301-920.400	\$ 587.93
02/23/2010	AP	26022	TELEPHONE SUPPORT SYSTEMS INC	REPAIRS AND MAINT SUPPLIES	637-265-726.050	\$ 92.00
						\$ 679.93
02/23/2010	AP	26023	THERESAS TRANSCRIPTION SERVICE	TECHNICAL SVCS	101-131-801.030	\$ 166.05
02/23/2010	AP	26024	THERIAULT, REGINA	TELEPHONE	101-131-930.210	\$ 30.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/23/2010	AP	26025	TOPCOMP COMPUTER SOFTWARE SEF	GIS/GPS MAINTENANCE	618-447-920.410	\$ 1,327.54
02/23/2010	AP	26025	TOPCOMP COMPUTER SOFTWARE SEF	WEB SITE MAINTENANCE	618-447-920.430	\$ 2,000.00
						\$ 3,327.54
02/23/2010	AP	26026	TRACEY CRUZ	TELEPHONE	101-131-930.210	\$ 30.00
02/23/2010	AP	26027	TRIPLE M TIRE INC	3-78284 STOCK & #27	588-699-726.050	\$ 480.00
02/23/2010	AP	26027	TRIPLE M TIRE INC	3-78088 STOCK	588-699-920.400	\$ 60.00
						\$ 540.00
02/23/2010	AP	26028	UNIVERSITY CENTER AT GAYLORD	GED TEST FEE'S	205-301-704.400	\$ 75.00
02/23/2010	AP	26028	UNIVERSITY CENTER AT GAYLORD	INMATE GED	595-351-726.000	\$ 275.00
						\$ 350.00
02/23/2010	AP	26029	VERIZON NORTH	TELEPHONE	101-131-930.210	\$ 131.15
02/23/2010	AP	26029	VERIZON NORTH	TELEPHONE	637-265-930.210	\$ 1,926.47
						\$ 2,057.62
02/23/2010	AP	26030	VERIZON WIRELESS	TELEPHONE	101-131-930.210	\$ 15.19
02/23/2010	AP	26030	VERIZON WIRELESS	CELLULAR	101-721-930.230	\$ 101.09
02/23/2010	AP	26030	VERIZON WIRELESS	CELLULAR	249-371-930.230	\$ 29.38
02/23/2010	AP	26030	VERIZON WIRELESS	TELEPHONE	261-427-930.210	\$ 60.01
02/23/2010	AP	26030	VERIZON WIRELESS	CELLULAR	261-427-930.230	\$ 55.11
02/23/2010	AP	26030	VERIZON WIRELESS	TELEPHONE	292-662-930.210	\$ 81.82
02/23/2010	AP	26030	VERIZON WIRELESS	CELLULAR	645-172-930.230	\$ 62.25
						\$ 404.85
02/23/2010	AP	26031	WASH N GO MANAGEMENT INC	SHERIFF VEHs	101-301-920.410	\$ 20.00
02/23/2010	AP	26031	WASH N GO MANAGEMENT INC	CIVIL DIVISION VEH	101-302-920.410	\$ 5.00
02/23/2010	AP	26031	WASH N GO MANAGEMENT INC	EMERGENCY MGMT VEH	261-427-920.410	\$ 5.00
						\$ 30.00
02/23/2010	AP	26032	WILBER AUTOMOTIVE SUPPLY INC	PARTS	281-537-920.400	\$ 116.30
02/23/2010	AP	26033	WILLIAM BLAND CUSTOM HOMES	07-2009 10% FINAL CONTRACT	233-690-940.010	\$ 450.00
02/23/2010	AP	26034	WMJZ	ADVERTISING DOG LICENSE	212-430-930.300	\$ 85.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/23/2010	AP	26035	YELLOW PAGES UNITED	22826698 (2 OF 2)	588-699-930.300	\$ 198.00
				TOTAL OF 107 CHECKS		\$ 512,064.79
				Fund		Amount
				Total for fund 101 GENERAL FUND		\$ 67,852.87
				Total for fund 205 WORK CAMP		\$ 1,050.40
				Total for fund 212 ANIMAL CONTROL		\$ 2,576.57
				Total for fund 214 M TEC		\$ 354,802.28
				Total for fund 215 FRIEND OF THE COURT		\$ 1,052.71
				Total for fund 233 HUD GRANT FUND		\$ 11,127.50
				Total for fund 249 BUILDING INSPECTION FUND		\$ 3,962.38
				Total for fund 256 REGISTER OF DEEDS AUTOMATION		\$ 12,471.20
				Total for fund 260 LEGAL DEFENSE FUND		\$ 115.00
				Total for fund 261 911 SERVICE FUND		\$ 439.10
				Total for fund 281 AIRPORT		\$ 5,743.34
				Total for fund 292 CHILD CARE FUND		\$ 2,263.14
				Total for fund 293 SOLDIERS' RELIEF FUND		\$ 5.31
				Total for fund 413 ANIMAL SHELTER BLDG FUND		\$ 2,600.00
				Total for fund 499 CAPITAL PROJECTS FUND		\$ 139.98
				Total for fund 588 TRANSPORTATION FUND		\$ 24,102.57
				Total for fund 595 JAIL COMMISSARY		\$ 689.89
				Total for fund 618 GIS PROJECT AND AERIAL		\$ 3,387.54
				Total for fund 637 BUILDING AND GROUNDS		\$ 9,949.81
				Total for fund 645 ADMINISTRATIVE SERVICES		\$ 405.64
				Total for fund 701 GENERAL AGENCY		\$ 82.50
				Total for fund 704 PAYROLL IMPREST FUND		\$ 7,245.06
				TOTAL - ALL FUNDS		\$ 512,064.79

OCR 10-05
Resolution of Support
Merit Network Round 2 ARRA Application
Otsego County Board of Commissioners
February 23, 2010

WHEREAS, the Northern Michigan Broadband Cooperative is looking after the interests of the Northern Lower Third of Michigan, a 12-county area, and will speak as a voice to protect the interests of all municipal entities therein when they need to be protected; and

WHEREAS, Merit has received a Round 1 ARRA award for expansion of its middle mile network; and

WHEREAS, the Northern Michigan Broadband Cooperative and Merit share the ultimate goal of bringing connectivity throughout the Northern Lower Third of Michigan; and, now, therefore, be it

RESOLVED, that Otsego County, as a constituent member of the Northern Michigan Broadband Cooperative, acknowledge and support the Merit Phase 2 Application for continued expansion of their middle mile network throughout the Northern Lower Third of Michigan.

AN AGREEMENT

between

COUNTY OF OTSEGO
A Body Corporate

At 225 West Main Street, Gaylord, Michigan 49735

and

NORTH COUNTRY COMMUNITY MENTAL HEALTH

An agreement made and entered into this 15th day of December in the year of 2009 by and between County of Otsego, as Lessor and the North Country Community Mental Health.

1. **Premised Land.** The Lessor hereby agrees to lease to the Lessee 3,400 square feet of the Premises located at 800 Livingston Boulevard commonly known as the Alpine Center in the Township of Livingston, County of Otsego, State of Michigan (the "Premises").

The rooms as designate and show on DEM Project Plan 442-11-90, dated 6/28/91; as follows: Corridor 007, units 008, 010, 011, 012, 013, 014, 015, 017, 018, 019, 020, 021, 022, 023, on the "Ground Floor" of the Main Building of the Alpine Center located at 800 Livingston Blvd., Gaylord, Mi 49735.

2. **Term.** To have and to hold said Premises with all appurtenances for a term of one (1) years beginning on the 1st day of January, 2009 and ending on December 31, 2010.
3. **Holding Over.** The Lessor has the absolute right to withhold its consent to any proposed holdover. If Tenant remains in possession of the Premises after the Termination Date with Landlord's consent, it will occupy the Premises as a holdover tenant on a month-to-month basis. Tenant will be subject to all the terms of this Lease to the extent they can be applied to a month-to-month tenancy.
4. **Rent.** Lessee shall pay Lessor rent in the amount of Thirty-Four Thousand Seven Hundred Nineteen and 85/100 dollars (\$34,719.85) per year, payable in installments of Two Thousand Eight Hundred Ninety-Three and 32/100 dollars (\$2,893.32) per month, with monthly payments due on the first of each month.
5. **Cancellation.** Upon any willful breach, or upon default of any of the terms and conditions herein, or upon any willful breach or default of any of the terms and conditions located within all agreements between Lessor and Lessee, this Lease shall be deemed forfeited by Lessee and cancelled by the Lessor; provided, however, that the

Lessor shall give notice to Lessee of any breach or default, and Lessee shall have thirty (30) days in which to cure any defaults.

Should this Lease be terminated, cancelled or forfeited due to the willful breach by the Lessee, the Lessee shall peaceably give up to the Lessor the leased Premises in as good a condition as at the beginning of the term hereof, reasonable use and wear thereof and damage by the elements excepted. Improvements, additions or other construction made thereon by the Lessee shall become the property of the Lessor; however, Lessee may remove personal property and trade fixtures which can be removed without causing material damage to the Premises.

6. **Services Provided by Lessor.** The Lessor shall furnish the following services:
 - a. Ground Maintenance including all upkeep and cleaning of grounds as necessary
 - b. Parking Lot including the cleaning and maintenance of parking area, and for snow removal and lawn maintenance in a reasonable and timely manner.
 - c. Landlord shall furnish heat, sewer service and water services, said cost to be prorated among tenants.

7. **Services Provided by the Lessee.** The Lessee shall furnish at its own expense the following services:
 - a. Electric – Tenant shall pay for electric service, with separate meters being provided.
 - b. Janitorial Services – Each tenant shall be responsible for cleaning service of their unit(s).

8. **Obligation to Maintain and Repair.** The Lessee shall reimburse the Lessor for any repairs to the premises from damage, which exceeds normal wear and tear to be expected from lawful and proper use of the premises and the sole cause of which was the negligent acts or omissions of Lessee's employees.

The Lessee shall notify the Lessor or his agent of the need for any repairs or replacements, which are not the responsibility of the Lessee. The Lessor may enter upon the premises at any reasonable time for the purpose of inspection thereof to determine whether repairs or replacements are required and for the purpose of making such repairs and replacements.

9. **Alterations.** Tenant shall make no alterations, decorations, additions or improvements in or to demised premises without the written consent of the landlord first had and obtained, except those changes required by Tenant to accommodate necessary equipment to be installed at Tenant's expense.

10. **Signage.** Unit signs shall be limited to the Register located in building lobby.

Tenant will not cause or permit to be placed on the doors, windows, wall, fronts or sides of said building, or said demised premises or elsewhere in said building, any signs, placards, pictures, displays or other reading or advertising matter without the written consent of Landlord; and Tenant agrees that Landlord may, without notice, remove and destroy such signs, placards, pictures, etc. so placed without its consent.

11. **Insurance.** Tenant shall maintain and furnish proof of the following insurance: liability insurance covering both property damage and personal injury with minimum coverage of \$1,000,000 per occurrence, and shall name the Lessor as a named additional insured. Lessee shall furnish a copy of the insurance policy to Lessor on Lessor's request. Landlord agrees to maintain fire insurance on the building of the demised premises, and tenant agrees to maintain fire insurance on the contents of the demised premises.
12. **Mutual Indemnification.** Tenant will indemnify and defend Landlord against all claims for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the Premises; (b) the use or misuse of the Premises or common areas by Tenant or its agents, contractors, or invitees; or (c) any event on the Premises or common areas, whatever the cause. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or for Landlord's intentional misconduct. Landlord will indemnify and defend Tenant against all claims for bodily injury or property damage relating to the common areas of the Property. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the common areas; (b) the use or misuse of the common areas by Landlord or its agents, contractors, or invitees.
13. **Successors and Assigns.** The covenants, conditions, and agreements made and entered into by the parties hereto, are hereby declared binding upon the successors and assigns of the Lessor, and upon their heirs, administrators, executors, and assigns of the Lessee.
14. **Transfer of Interest.** It is further agreed that the Lessee shall not assign or transfer this Lease, nor sublet any of the Premises, including the buildings or improvements thereon, except as herein provided, without the written consent and approval of the Lessor, which shall not be unreasonably withheld.
15. **Use of the Premises.** Tenant will not use the Premises in any matter which violates the Building Rules or Applicable Laws. The Building Rules may be amended by Landlord in its sole discretion.
16. **Compliance with Federal Circular A-87.** The Lessor acknowledges that Lessee is responsible for compliance with the provisions of Federal Circular A 87 pursuant to the requirements of its contract with the Michigan Department of Community Health regarding real property lease payments. Such requirements prevent Lessee from making

lease payments in amounts that exceed the Lessor's cost attributable to the portion of the leased premises occupied by the Lessee. To assure compliance, Lessor agrees to provide a description of property cost allocations to Lessee on an annual basis, on or before November 30th.

17. **Notices.** Notices required under this Agreement shall be deemed proper if duly sent by United States First Class mail or via facsimile and addressed to the parties at the following address:

LESSOR: Otsego County
Attn: John Burt
County Administrator
225 W. Main Street
Gaylord, MI 49735

LESSEE: North Country Community Mental Health
Attn: Alexis Kaczynski
One MacDonald Drive, Suite A
Petoskey, MI 49770

18. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Lessor and the Lessee superseding all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Lessor and the Lessee. Nothing contained in this Agreement, nor the performance of the parties hereunder, shall inure to the benefits of any third party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the 11th Day of February, 2009: 2010

LESSOR:
OTSEGO COUNTY

BY: _____

Its: _____

LESSEE:
NORTH COUNTRY COMMUNITY
MENTAL HEALTH

BY: Alexis Kaczynski

Its: Director

AN AGREEMENT

between

COUNTY OF OTSEGO
A Body Corporate

At 225 West Main Street, Gaylord, Michigan 49735

and

NORTH COUNTRY COMMUNITY MENTAL HEALTH

An agreement made and entered into this 15th day of December in the year of 2009 by and between County of Otsego, as Lessor and the North Country Community Mental Health.

1. **Premised Land.** The Lessor hereby agrees to lease to the Lessee 6,278 square feet of the Premises located at 800 Livingston Boulevard commonly known as the Alpine Center in the Township of Livingston, County of Otsego, State of Michigan (the "Premises").

The rooms as designate and show on DEM Project Plan 442-11-90, dated 6/28/91; as follows: Corridor 101, 111, 135, units 102, 103, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 121, 122, 123, 124, 125, 126, 127, 129, 130, 131, 132, 133, 134, 136 137, 138, 139, 140, 141, 143, 144, 145, 157, 148, 149, 151, 152, 153, 154, 155 on the "1st Floor" of the Main Building of the Alpine Center located at 800 Livingston Blvd., Gaylord, Mi 49735.

2. **Term.** To have and to hold said Premises with all appurtenances for a term of three (3) years beginning on the 1st day of January, 2009 and ending on December 31, 2012.
3. **Holdover.** The Lessor has the absolute right to withhold its consent to any proposed holdover. If Tenant remains in possession of the Premises after the Termination Date with Landlord's consent, it will occupy the Premises as a holdover tenant on a month-to-month basis. Tenant will be subject to all the terms of this Lease to the extent they can be applied to a month-to-month tenancy.
4. **Rent.** Lessee shall pay Lessor rent in the amount of Sixty-Four Thousand Four Hundred Seventy-Nine and 711/100 dollars (\$64,479.71) per year, payable in installments of Five Thousand Three Hundred Seventy-Three and 31/100 dollars (\$5,373.31) per month, with monthly payments due on the first of each month.
5. **Cancellation.** Upon any willful breach, or upon default of any of the terms and conditions herein, or upon any willful breach or default of any of the terms and conditions located within all agreements between Lessor and Lessee, this Lease shall be

deemed forfeited by Lessee and cancelled by the Lessor; provided, however, that the Lessor shall give notice to Lessee of any breach or default, and Lessee shall have thirty (30) days in which to cure any defaults.

Should this Lease be terminated, cancelled or forfeited due to the willful breach by the Lessee, the Lessee shall peaceably give up to the Lessor the leased Premises in as good a condition as at the beginning of the term hereof, reasonable use and wear thereof and damage by the elements excepted. Improvements, additions or other construction made thereon by the Lessee shall become the property of the Lessor; however, Lessee may remove personal property and trade fixtures which can be removed without causing material damage to the Premises.

6. **Services Provided by Lessor.** The Lessor shall furnish the following services:
 - a. Ground Maintenance including all upkeep and cleaning of grounds as necessary
 - b. Parking Lot including the cleaning and maintenance of parking area, and for snow removal and lawn maintenance in a reasonable and timely manner.
 - c. Landlord shall furnish heat, sewer service and water services, said cost to be prorated among tenants.

7. **Services Provided by the Lessee.** The Lessee shall furnish at its own expense the following services:
 - a. Electric – Tenant shall pay for electric service, with separate meters being provided.
 - b. Janitorial Services – Each tenant shall be responsible for cleaning service of their unit(s).

8. **Obligation to Maintain and Repair.** The Lessee shall reimburse the Lessor for any repairs to the premises from damage, which exceeds normal wear and tear to be expected from lawful and proper use of the premises and the sole cause of which was the negligent acts or omissions of Lessee's employees.

The Lessee shall notify the Lessor or his agent of the need for any repairs or replacements, which are not the responsibility of the Lessee. The Lessor may enter upon the premises at any reasonable time for the purpose of inspection thereof to determine whether repairs or replacements are required and for the purpose of making such repairs and replacements.

9. **Alterations.** Tenant shall make no alterations, decorations, additions or improvements in or to demised premises without the written consent of the landlord first had and obtained, except those changes required by Tenant to accommodate necessary equipment to be installed at Tenant's expense.

10. **Signage.** Unit signs shall be limited to the Register located in building lobby.

Tenant will not cause or permit to be placed on the doors, windows, wall, fronts or sides of said building, or said demised premises or elsewhere in said building, any signs, placards, pictures, displays or other reading or advertising matter without the written consent of Landlord; and Tenant agrees that Landlord may, without notice, remove and destroy such signs, placards, pictures, etc. so placed without its consent.

11. **Insurance.** Tenant shall maintain and furnish proof of the following insurance: liability insurance covering both property damage and personal injury with minimum coverage of \$1,000,000 per occurrence, and shall name the Lessor as a named additional insured. Lessee shall furnish a copy of the insurance policy to Lessor on Lessor's request. Landlord agrees to maintain fire insurance on the building of the demised premises, and tenant agrees to maintain fire insurance on the contents of the demised premises.
12. **Mutual Indemnification.** Tenant will indemnify and defend Landlord against all claims for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the Premises; (b) the use or misuse of the Premises or common areas by Tenant or its agents, contractors, or invitees; or (c) any event on the Premises or common areas, whatever the cause. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or for Landlord's intentional misconduct. Landlord will indemnify and defend Tenant against all claims for bodily injury or property damage relating to the common areas of the Property. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the common areas; (b) the use or misuse of the common areas by Landlord or its agents, contractors, or invitees.
13. **Successors and Assigns.** The covenants, conditions, and agreements made and entered into by the parties hereto, are hereby declared binding upon the successors and assigns of the Lessor, and upon their heirs, administrators, executors, and assigns of the Lessee.
14. **Transfer of Interest.** It is further agreed that the Lessee shall not assign or transfer this Lease, nor sublet any of the Premises, including the buildings or improvements thereon, except as herein provided, without the written consent and approval of the Lessor, which shall not be unreasonably withheld.
15. **Use of the Premises.** Tenant will not use the Premises in any matter which violates the Building Rules or Applicable Laws. The Building Rules may be amended by Landlord in its sole discretion.
16. **Compliance with Federal Circular A-87.** The Lessor acknowledges that Lessee is responsible for compliance with the provisions of Federal Circular A 87 pursuant to the requirements of its contract with the Michigan Department of Community Health

regarding real property lease payments. Such requirements prevent Lessee from making lease payments in amounts that exceed the Lessor's cost attributable to the portion of the leased premises occupied by the Lessee. To assure compliance, Lessor agrees to provide a description of property cost allocations to Lessee on an annual basis, on or before November 30th.

17. **Notices.** Notices required under this Agreement shall be deemed proper if duly sent by United States First Class mail or via facsimile and addressed to the parties at the following address:

LESSOR: Otsego County
Attn: John Burt
County Administrator
225 W. Main Street
Gaylord, MI 49735

LESSEE: North Country Community Mental Health
Attn: Alexis Kaczynski
One MacDonald Drive, Suite A
Petoskey, MI 49770

18. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Lessor and the Lessee superseding all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Lessor and the Lessee. Nothing contained in this Agreement, nor the performance of the parties hereunder, shall inure to the benefits of any third party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the

11th Day of February 2009: 2010

LESSOR:
OTSEGO COUNTY

BY: _____

Its: _____

LESSEE:
NORTH COUNTRY COMMUNITY
MENTAL HEALTH

BY: Alexis Kaczynski

Its: Director



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Policy No 500.01	Subject Purchasing	Date Issued 4/13/04
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<p>Application</p> <p><u>General Fund Functions</u></p> <p><input checked="" type="checkbox"/> General Fund Departments <input type="checkbox"/> 46th Trial Court <input type="checkbox"/> Joint Building Authority <input checked="" type="checkbox"/> Other Jointly Governed Organizations</p> <p><u>Special Revenue Functions</u></p> <p><input checked="" type="checkbox"/> Parks and Recreation <input type="checkbox"/> Library <input type="checkbox"/> Social Welfare (Family Independence Agency) <input type="checkbox"/> Commission on Aging <input type="checkbox"/> Other Special Revenue Funds</p> <p><input checked="" type="checkbox"/> Building Authority</p> <p><u>Business-Type Functions</u></p> <p><input checked="" type="checkbox"/> Delinquent Tax Revolving <input checked="" type="checkbox"/> Commissary <input checked="" type="checkbox"/> Bus System <input checked="" type="checkbox"/> Administrative Services <input checked="" type="checkbox"/> Building and Grounds</p> <p><u>Component Units</u></p> <p><input type="checkbox"/> University Center <input type="checkbox"/> Road Commission <input type="checkbox"/> Ambulance <input type="checkbox"/> Sportsplex <input type="checkbox"/> Other:</p>	<p>Revised 08/25/09</p> <p>Applicable Forms</p>
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Contact Department Administration	Contact Phone Number 989-731-7520	Contact Fax Number 989-731-7529	Contact E-Mail jburt@otsegocountymi.gov
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Summary

The purpose of this policy is to establish procedures for the purchase of all supplies, equipment, vehicles, and all construction or altering of County facilities for any department of the County of Otsego in a manner that maximizes the purchasing value of public funds in procurement. This policy includes capital leases on any such item as listed above. This policy shall apply to every expenditure of public funds. When the procurement involves the expenditure of federal or state assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal or state laws and regulations. Nothing in this policy shall prevent any public agency from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with law.

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1. Definitions

1.1 **Capital Outlay Items:** Non-expendable items itemized in the County's capital improvement budget/plan.

1.2 **Competitive Bids:** Prices received from vendors on items or services \$10,001 or more. Competitive bids are received as sealed bids only and are opened at advertised public bid openings. The requirement for sealed competitive bids shall not apply to intergovernmental contracts, contracts for professional services or emergency repairs, or for the reauthorization of contracts, which have been previously approved by the Otsego County Board of Commissioners.

1.3 **Expendable/Recurrent Supplies:** Routine supplies needed to carry on the County's daily business (i.e. food, medical supplies, office supplies). Expendable supplies are generally acquired using preferred vendors.



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1.4 **Final Approver:** Person(s) designated to utilize the electronic purchasing system with the authority to convert requisitions to purchase orders.

1.5 **Formal Bidding:** Formal bidding procedure should be used for purchases from \$5,001 to \$10,000. It includes solicitation of written bids through the mail, e-mail, and facsimile.

1.6 **Informal Bidding:** Purchases of \$501 to \$5000 are subject to informal bidding. Informal bids (quotes) includes solicitation of written bids and may be solicited by telephone, personal contact, or in writing.

1.7 **Public Bid Opening:** A place, date and time established to open competitive bids received on items and/or services being procured. Adequate public notice of the invitation for bids shall be given not less than 10 calendar days prior to the date set forth therein for the opening of bids. Such notice may include publication in a newspaper of general circulation within the County for a reasonable time prior to the bid opening.

1.8 **Request for Proposal (RFP):** A document issued by the County Administrator, which contains specifications and County bidding procedures for procurement of items and/or services. An RFP is sent out to vendors as a mechanism to solicit for competitive bids.

1.9 **Request for Quotation (RFQ):** A document (less formal than an RFP) issued by the County Administrator/Management Team Member, which contains specifications for the procurement of items and/or services. An RFQ is sent out to vendors as a mechanism to solicit for competitive quotes.

2. POLICY: The County utilizes an electronic accounting system with a purchasing module that includes a requisition and purchase order system. Every purchase on behalf of the County (unless specifically exempted) shall require a requisition and purchase order. Except as otherwise specified herein, purchases / contracts will be awarded to a contractor or bidder based on price, record of performance, availability, dependability and experience. All purchases by contract, or otherwise, as herein authorized, will be in accordance with such appropriations as have been made by the Board of Commissioners for the support of the respective departments.

It shall be unethical for any County employee to participate directly or indirectly in a procurement contract when (the County employee knows that) the County employee or any member of the County employee's immediate family has a financial interest pertaining to the procurement contract.

2.1 **Basic Purchases:** Items valued at \$500 or less are considered basic purchases. There are not any bidding requirements for these purchases; however, the requisition and purchase order system must be utilized. Management Team Members or their designee(s) are authorized to draft requisitions and act as the final approver. The responsible party shall exercise reasonable scrutiny when expending funds under the \$500 threshold.

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2.2 **Informal Bidding:** Purchases of \$501 to \$5000 are subject to informal bidding. Individual employees, with approval of their Management Team Member, may solicit informal bids as outlined below. Bids must be written. The Management Team Member (their designee when absent) must act as final approver.

A. Bid Information: To insure fairness in, each vendor solicited should be given the same information. This information should include:

- Description of items to be purchased
- Special terms and/or specifications
- Desired delivery date

B. Record of Bids: All bids solicited shall be in writing and will be electronically recorded in the requisition "Post It" note window. Each record should contain:

- Bid Information
- Record of all bids
- Manager's explanation if lowest priced vendor not selected.

2.3 **Formal Bidding:** Purchases from \$5,001 to \$10,000 are subject to the formal bidding procedure. The respective department shall follow the formal bidding process. The Management Team Member must approve with the County Administrator or designee acting as the final approver. It includes solicitation of written quotations/bids through direct contact, public advertisement or any combination of the same.

A. The solicitation/advertisement must include the following:

- Identification of item(s) to be bid upon
- Location bids are to be submitted
- Date and time of bid deadline for submission
- Contact for further information
- Statement of County's rights to reject bids
- Contract compliance terms
- Product specifications

B. Record of Bids: All bids solicited shall be electronically recorded in the requisition "Post It" note window. Each record should contain:

- Bid Information
- Record of all bids
- Department Head explanation if lowest priced vendor not selected.

2.4 **Competitive Bidding:** Purchases with an anticipated obligation of \$10,001 or more are required to have sealed, competitive bidding and comply with Public Act 167 and 168 of 1993. Two (2) competitive bids are required for purchases of \$10,001 or more.

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Professional services and intergovernmental contracts and emergency repairs, or reauthorization of contracts that have been previously approved are exempted from this policy. **A copy of all bid document material must be provided to the Administration Department.**

- A. If a bid document must be prepared (\$10,001 or more), it shall include:
- **Bid Reference Number as assigned by the Administration Department**
 - Bid advertisement
 - Bid preparation instructions
 - Proposal
 - Contract
 - General conditions
 - Special conditions
 - General specifications
 - Detailed specifications
 - State or Federal guidelines (if necessary)

The County reserves the right to accept, reject or negotiate any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, to rebid the project/purchase, and to accept any bid determined by the County to be in the best interest of the County, regardless of price. The reason for rejection may include past performance issues, and compatibility with existing equipment or software. Vendors located in Otsego County are hereby granted a 5% cost variance for low bid determination.

A "local vendor" is defined as a vendor that operates a business within the legally defined boundaries of Otsego County. To be considered a local vendor, the vendor must provide a verifiable business address (not a PO Box) at which business is being conducted.

- B. All bids shall be opened at the time, date and place specified, and the opening and inspection of all bids shall be made by the County Administrator. A complete summary of the bids, including the bidding firm's name, cost, qualifying data, and any other relevant information, shall be kept on file. Final approval, acceptance and selection of bids that are low bid and meet specifications shall be recommended by the County Administrator to the Board of Commissioners.

- 2.5 **Expendable Supplies:** For each expendable category of purchases, the County Administrator, with the assistance of the respective department staff (i.e. maintenance/jail food staff), will compile and maintain a list of preferred suppliers. Such lists will be reviewed and updated periodically. Typically one – three vendors will be listed to provide comparison pricing and selection options.
- 2.6 **Open Purchase Orders:** Open Purchase Orders shall be utilized for vendors that provide

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routine repetitive services. Open Purchase Orders may be opened and closed within any calendar month. Examples of authorized open purchase orders include: oil changes, car wash and other similar services.

2.7 Emergency Purchase Orders: In case of emergency needs, appropriate departments (maintenance, sheriff) are authorized to make emergency procurements of supplies, services or construction items when there exists a threat to public health, welfare or safety. Electronic access shall be provided to authorize the issuance of emergency purchase orders. Emergency procurements shall be made with such competition as is practicable under the circumstances and the cost shall not exceed \$5,000. An emergency purchase of up to \$10,000 may be made by the County Administrator without prior approval by the chair or vice-chair of the Board of Commissioners. The very nature of emergency expenditures may necessitate a significant financial decision without prior approval. All emergency expenditures in excess of \$10,000 shall be reported to the Board of Commissioners, in writing, within three business days.

In the case of emergency repairs where delays may cause further damage to county property, the County Administrator is authorized to spend up to \$10,000 without prior approval by the chair or Vice-Chair. Emergency repairs in excess of \$10,000 may be made by the County Administrator with advanced authorization from the chair or vice-chair.

2.8 Cooperative Government Contracts: Bidding requirements shall be waived if the County is able to secure favorable prices on purchases by joining with other local governments, or participating with the State of Michigan or the Federal Government in purchasing. The County Administrator is authorized to enter into the necessary agreements or contracts on behalf of the County.

2.9 Exempted Purchases: Exempted purchases include maintenance agreement billings, utility billings, contracted service invoices, insurance payments, and other like services as noted in the Otsego County Payables Policy. The appropriate account number and signature of a Management Team member is required for exempted purchases, and shall appear across the invoice.

2.10 Payment Procedure: The respective Management Team member will be responsible for inspection of all orders, upon receipt of the order and prior to the acceptance of the delivery. Upon acceptance of items, verification that the packing slip matches the purchase order must accompany the invoice in order to obtain payment. Whenever a department rejects any orders, the County Administrator shall be notified immediately and given the reason for the rejection.

2.11 Capital Leases: The process for bidding capital leases shall be similar to other purchases. Should the price of the purchase not be reasonably known prior to engaging the bidding process, the Formal Bidding Process shall be used.

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- 2.12 ***Bid Specification Changes:*** All changes in bid specifications shall be reported to all known potential bidders. Such notification shall provide appropriate time for all such potential bidders to have adequate time to make adjustments to their bids.
- 2.13 ***Demo Models:*** Bidding requirements shall be waived if the County is able to secure favorable prices on purchases by purchasing a demonstration model.
- 2.14 **Rebidding:** Should it become necessary to rebid a project/purchase, the County Administrator may waive the newspaper posting requirement for Competitive Bids, with notification being given to the Budget & Finance Committee members.
- 2.15 **Amending contracts on projects requiring bids:** The County Administrator may approve minor amendments to capital project contracts up to an amount of \$5,000, not to exceed more than 10% of the original contract amount. The County Administrator may approve minor amendments to capital project contracts up to an amount of \$10,000, not to exceed 10% of the original contract amount, with pre-notification to the Budget & Finance Committee. Any contract amendment beyond the limits specified above requires approval by the Board of Commissioners.
- 2.16 ***Bond Requirements:*** Bid bonds are required for construction or repair projects in the amount of \$100,000 or more. Bid bonds and performance bonds are required for construction or repair projects in the amount of \$250,000 or more. Bid bonds shall be in the amount of 10% of the total contract price. Performance bonds will be in the amount of 100% of the total contract price. Bond requirements cannot be waived.
- 2.17 ***Lien Waivers:*** For construction or repair projects in the amount of \$50,000 or more, the contractor is required to provide partial lien waivers, verifying all subcontractors and suppliers have been paid for their work to date, for payment requests beyond 25% of the total contract price. The final 10% of the contract price can be paid prior to receipt of lien waivers. The contractor will provide final lien waivers within 30 days of contract completion. In the event that a contractor does not provide the required lien waivers, the contract will not be eligible for future County projects without the consent of the County Infrastructure Committee.
- 2.18 ***Insurance Requirements:*** All contractors and/or vendors are required to maintain the following Insurance:
- A. Workers Compensation and Employers' Liability, Michigan Statutory Limits of Liability.
 - B. Commercial General Liability Insurance
 - C. Motor Vehicle Liability Coverage, and Michigan No-Fault Coverages including all owned, non-owned, and hired vehicles.
 - D. Otsego County will be named as Additional Insured on all insurance coverage, with



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the exception of Workers Compensation and Employers' Liability insurance.

Limits of Liability for General Liability, and Vehicle Liability shall be within the following guidelines based on contract amount:

- Projects up to \$750,000: Minimum of \$1,000,000 per occurrence and aggregate.
- Projects \$750,001 to \$1,750,000: Minimum of \$2,000,000 per occurrence and aggregate.
- Projects \$1,750,001 to \$2,750,000: Minimum of \$3,000,000 per occurrence and aggregate.
- The required amounts continue to escalate by adding \$1,000,000 to the beginning and ending project range and to the minimum insurance requirement.
- A Waiver of Subrogation is required on the certificate of liability insurance.
- The certificate of liability insurance is required to have a 30-day notice of cancellation.

- 2.19 ***Professional Services Contracts Requirements:*** Professional Liability Coverage (Errors and Omissions) is required for all contracts for professional services such as architect, engineer, design firm or similar professions, and the medical professions, etc.

Limits of Liability for Professional Liability Coverage shall be within the following guidelines based on contract amount:

- Projects up to \$750,000: Minimum of \$1,000,000 per occurrence and aggregate.
- Projects \$750,001 to \$1,750,000: Minimum of \$2,000,000 per occurrence and aggregate.
- Projects \$1,750,001 to \$2,750,000: Minimum of \$3,000,000 per occurrence and aggregate.
- The required amounts continue to escalate by adding \$1,000,000 to the beginning and ending project range and to the minimum insurance requirement.
- A Waiver of Subrogation is required on the certificate of liability insurance.
- The certificate of liability insurance is required to have a 30-day notice of

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cancellation.

2.20 Other Contractor Insurance Requirements:

For projects of over \$250,000, all vendor insurance must be obtained through an insurance company that has a financial strength rating of A or better by a reputable insurance rating company such as A.M. Best.

The County of Otsego will accept delivery of and authorize payment of only those services, supplies, merchandise or articles authorized for purchase, and acceptable under terms of the purchase agreement, in accordance with the procedures stated herein.

Payment for any services, supplies, merchandise or articles not authorized for purchase by the County Administrator and/or the Otsego County Board of Commissioners in accordance with the policies and procedures stated herein becomes the responsibility of the person or persons requesting such service, supplies, merchandise or article and the County may deny payment of the claim.

Any service being performed for the County that has not been authorized in accordance with the policies and procedures stated herein, shall be immediately discontinued and the original conditions restored at the expense of the person or persons requesting such service.

Payment in full for any service, supplies, merchandise or articles not acceptable for delivery or the use required, as put forth in the bid specifications or purchase agreement for such service, supplies, merchandise or articles, will be held in abeyance until such time as a replacement or replacements meeting the specifications put forth in the purchase agreement and acceptable for the use required are received.

TABLE 1

Dollar Amount	Bidding Requirement	Final Approval
\$0 - \$500	None	Management Team Member or Designee
\$501 - \$5,000	Informal Bid	County Administrator
\$5,001 - \$10,000	Formal or Competitive Quote	County Administrator
\$10,001 or more	Competitive Bids (2)	Board of Commissioners



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Approvals (name and department)

Board of Commissioners

April 13, 2004

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