



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

### AGENDA

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of Regular Minutes of January 26, 2016 w/attachments.

Consent Agenda

- A. 2016 Remonumentation County Representative Agreement - Motion to Approve
- B. Wade Trim Remonumentation Agreement - Motion to Approve
- C. Brand Land Surveying Remonumentation Agreement - Motion to Approve
- D. Planning Commission Appointment (Caverson) - Motion to Approve

Special Presentations

- A. Employee Recognition - Brenda Goodrich

Committee Reports

- A. Parks and Recreation Commission
  1. Groen Nature Preserve Easement Request

Administrator's Report

Department Head Report

- A. Sheriff's Office Update - Undersheriff Matt Muladore; Captain Brian Webber

City Liaison, Township & Village Representatives

Correspondence

New Business

- A. Financials
  1. February 2, 2016 Warrant
  2. February 9, 2016 Warrant
- B. City Annexation Request
- C. Other Business

Public Comment

Board Remarks, Announcements, and Informal Discussions

Adjournment

January 26, 2016

The regular meeting of the Otsego County Board of Commissioners was held at the Alpine Center, 800 Livingston Blvd, Multi-Purpose Room, Gaylord, Michigan. The meeting was called to order at 9:30 a.m. by Chairman Ken Borton. Invocation by Commissioner Julie Powers-Gehman, followed by the Pledge of Allegiance led by Paul Liss.

Roll Call:

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

Excused: Erma Backenstose, Bruce Brown.

Motion by Commissioner Ken Glasser, seconded by Commissioner Paul Liss, to approve the Regular minutes of January 12, 2016 with attachments.

Commissioner Ken Glasser requests item B, number 2, FY 2016 Budget Amendment (Trailhead Grant) be removed from the consent agenda and placed under new business.

Consent Agenda:

Motion to approve the appointment of Brett Bowen to the Otsego County Emergency Medical Services Board to a term ending December 31, 2018. Ayes: Unanimous. Motion carried.

Motion to approve FY 2016 Budget amendment (Health Care Increase). Ayes: Unanimous. Motion carried. (see attached)

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

Motion to approve FY 2016 Budget amendment (Capital Projects). Ayes: Unanimous. Motion carried. (see attached)

Motion to approve FY 2016 Budget amendment (Airport Capital Projects). Ayes: Unanimous. Motion carried. (see attached)

Motion to approve FY 2016 Budget amendment (Emergency Management). Ayes: Unanimous. Motion carried. (see attached)

Motion to adopt OCR 16-02 Elizabeth Haus Recognition.

Roll Call Vote:

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

Nays: None.

Excused: Erma Backenstose, Bruce Brown.

Motion carried/Resolution adopted. (see attached)

Motion to adopt OCR 16-03 MERS Hybrid Plan Adoption.

Roll Call Vote:

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

Nays: None.

Excused: Erma Backenstose, Bruce Brown.

Motion carried/Resolution adopted. (see attached)

Motion to approve MERS Hybrid Plan Agreement. Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:

John Burt reported on the Courthouse Plaza project, new website to be done end of the week.

Department Head Report:

Matt Barresi reported on the Airport.

City Liaison, Township and Village Representative:

Commissioner Julie Powers-Gehman reported on the City Council meeting, the City water system is tested and is fine.

Travis Hewitt reported on the chicken ordinance, the County need to take action because the City does not have governing control. Information to be supplied to John Burt.

Correspondence: None.

Rachel Frisch presented the November financial reports.

New Business:

Motion by Commissioner Paul Beachnau, seconded by Commissioner Julie Powers-Gehman, to approve the January 14, 2016 Special Warrant and the January 19, 2016 Warrant for a total amount of \$291,682.43 Ayes: Unanimous. Motion carried.

Motion by Commissioner Ken Glasser, seconded by Commissioner Robert Harkness, to approve the January 26, 2016 Warrant for a total amount of \$339,975.88. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss to rescind the following motion, *Motion to amend the motion previously adopted at the December 15, 2015 meeting to read "Move to approve a budget amendment for 2016 to contribute \$50,000 to the Village of Vanderbilt for grant match for the Vanderbilt Trailhead Project and to provide \$5,000 to Corwith Township for plan development costs. The \$50,000 grants match to be returned by the Village in the event the project does not move forward."* seconded by Commissioner Paul Beachnau. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, seconded by Commissioner Paul Beachnau, to approve a budget amendment for 2016 to provide matching funds of \$50,000 to Corwith Township towards the Vanderbilt Trailhead project for them to provide \$5,000 to Corwith Township for trailhead plan development costs. The \$50,000 grant match to be returned by Corwith Township in the event the project does not move forward. Ayes: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Robert Harkness, Doug Johnson, Ken Borton. Nays: Ken Glasser. Excused: Erma Backenstose, Bruce Brown. Motion carried.

Motion to approve FY 2016 budget amendment (Trailhead Grant). Ayes: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Robert Harkness, Doug Johnson, Ken Borton. Nays: Ken Glasser. Excused: Erma Backenstose, Bruce Brown. Motion carried. (see attached)

**Public Comment:**

Chairman Ken Borton opened up the meeting for public comment.

**Board Remarks:**

Commissioner Paul Beachnau reported the Chamber of Commerce awards banquet is 2-9-16.

Commissioner Julie Powers-Gehman received the 2015 employment, occupation and skilled trades report.

Commissioner Robert Harkness reported on the Northern Michigan Veterans coalition.

Commissioner Paul Liss received a letter of understanding with Corwith Township and it was read to the Board.

Commissioner Ken Glasser reported on the Otsego Conservation District, received a donation of a 40 acre parcel and sold it in December; NEMCOG meeting.

Commissioner Doug Johnson had no report.

Commissioner Ken Borton reported on Senate Bill 571, now Public Act 269 discussing ballot proposals 60 days before the election; Tristan Cole has a town hall meeting 2-1-16 from 5:30 p.m.-7:00 p.m. at the School Board office.

Meeting adjourned at 10:45 a.m.

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Kenneth C. Borton Chairman

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Susan I. DeFeyter, Otsego County Clerk



OTSEGO COUNTY  
BUDGET AMENDMENT

FUND/DEPARTMENT: General, Internal service, Special Revenue Fols.

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

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

DESCRIPTION Adjust 2016 Budget for updated healthcare Rates.  
REVENUE

Account Number	Decrease	Increase
101.050.699.030 Tsf. 9w	\$	\$ 36,194
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
Gen 101.101.704.110 Healthcare	\$ 10,127	\$
101.215 " "	\$ 3,578	\$
101.253. " "	\$ 4,040	\$
101.257. " "	\$	\$ 2,618
101.267. " "	\$ 1,879	\$
101.268. " "	\$	\$ 758
Total	\$	\$

Rachel Frisch 1/13/16  
Department Head Signature Date

[Signature] 1/13/16  
Administrator's Signature Date

1/27/16

Finance Department
Entered:
By:

Board Approval Date (if necessary) 1/27/16 Budget Adjustment # 2016 Posting Number



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**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)

**DESCRIPTION**

**REVENUE**

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

**EXPENDITURE**

Account Number	Increase	Decrease
101.301.704.110 healthcare	\$ 15,319	\$
101.334. " " "	\$	\$ 895
101.351. " " "	\$ 13,941	\$
101.682. " " "	\$ 548	\$
101.721. " " "	\$ 5,538	\$
101.301.999.990. TSFOUT	\$	\$ 14,505
<b>Total</b>	\$	\$

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_

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

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

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

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



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**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)

**DESCRIPTION**

**REVENUE**

Account Number	Decrease	Increase
205.050.699.030 T&F Inv	\$ 14,505	\$
208.050.400.001 Budgeted Use of	\$	\$ 1,236
212.050. " " " Fund-Bal.	\$	\$ 3,029
232.050 " " " "	\$	\$ 1,609
<b>Total</b>	\$	\$

**EXPENDITURE**

work camp  
payks rec  
h.c.h.  
Hous.

Account Number	Increase	Decrease
205.301.704.110 healthcare	\$	\$ 14,505
208.751. " "	\$ 618	\$
208.752. " "	\$ 618	\$
212.430. " "	\$ 3,029	\$
232.690. " "	\$ 759	\$
232.690.704.700 Pmts in lieu of INSUR.	\$ 850	\$
<b>Total</b>	\$	\$

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

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

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

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

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

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



OTSEGO COUNTY  
BUDGET AMENDMENT

Page 4 of 5

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)

DESCRIPTION

REVENUE

Account Number	Decrease	Increase
249.050.400.001 Budgeted Use of	\$	\$ 4461
281.050. " " " " Fund Bal.	\$	\$ 6515
516.050 " " " "	\$	\$ 3153
645.125.626.075 TSA. 2nd	\$	\$ 4261
<b>Total</b>	\$	\$

EXPENDITURE

W/Use  
Airt  
Delqtr  
Admin

Account Number	Increase	Decrease
249.371.704.110 healthcare	\$ 4461	\$
281.537. " " " "	\$ 6515	\$
516.253. " " " "	\$ 3153	\$
645.172 " " " "	\$ 2282	\$
645.201 " " " "	\$	\$ 106
645.270. " " " "	\$ 1894	\$
<b>Total</b>	\$	\$

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

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

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

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



**OTSEGO COUNTY  
BUDGET AMENDMENT**

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**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)

**DESCRIPTION**

**REVENUE**

Account Number	Decrease	Increase
617.050.400.001 Budgeted Use	\$	\$ 3153
of Fund Bal.	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
645.202.704.110 healthcare	\$ 191	\$
TXFrd 617.253. " " "	\$ 3153	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$	\$

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

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

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

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

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

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



**OTSEGO COUNTY  
BUDGET AMENDMENT**

FUND/DEPARTMENT: Equipment Fund

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

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

DESCRIPTION To transfer residual 2015 Budget Dollars into 2016,

REVENUE for equipment purchases that were not completed by 12/31/15.

Account Number	Decrease	Increase
266-050-400-001 Budgeted	\$	\$ 62,220-
Use of Fund Balance	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
266-901-970-450 Website	\$ 5450	\$
" " 970-435 Phone System	\$ 56,770-	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$ 62,220-	\$

Rachel Frisch  
Department Head Signature

1/19/16  
Date

[Signature]  
Administrator's Signature

1/19/16  
Date

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

1/26/16  
Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY  
BUDGET AMENDMENT**

FUND/DEPARTMENT: Capital Projects Fund

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

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

DESCRIPTION To transfer residual 2015 Budget Dollars into 2016,

REVENUE for projects that were not completed by 12/31/15.

Account Number	Decrease	Increase
499.050.400.001 Budgeted	\$	\$ 90,629-
Use of Fund.	\$	\$
Balance	\$	\$
	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
499.961.970.300 Community Center	\$ 6,764-	\$
" " County Lawn	\$ 59,861-	\$
" " Medical Examiner Bldg.	\$ 5,004-	\$
" " Wellness Room	\$ 2,500-	\$
" " Admin Remodel	\$ 3,000-	\$
" " Trail	\$ 13,500	\$
<b>Total</b>	\$ 90,629-	\$

Rachel Frisch \_\_\_\_\_  
Department Head Signature Date 1/19/16

[Signature] \_\_\_\_\_  
Administrator's Signature Date 1/19/16

1/26/16 \_\_\_\_\_  
Board Approval Date (if necessary) Budget Adjustment #

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

Posting Number



**OTSEGO COUNTY  
BUDGET AMENDMENT**

FUND/DEPARTMENT: Airport Capital Projects

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

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

**DESCRIPTION**

**REVENUE**

Account Number	Decrease	Increase
481.050.400.001 Budgeted	\$	\$ 6408 -
Use of Fund Bal.	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
481.901.970.130 Property-Furn.	\$ 6408 -	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$	\$

Rachel Frisch 1/19/14  
Department Head Signature Date

[Signature] 1/20/16  
Administrator's Signature Date

1/26/14  
Board Approval Date (if necessary)

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

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

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



**OTSEGO COUNTY  
BUDGET AMENDMENT**

FUND/DEPARTMENT: 911 Fund

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

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

DESCRIPTION Purchase of Emergency Management Command Center

**REVENUE**

Account Number	Decrease	Increase
261-050-400-001 Budgeted	\$	\$ 35,000-
Use of Fund Bal	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
261-901-970-435 Equipment	\$ 35,000-	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$	\$

Rachel Frisch \_\_\_\_\_ 1/15/16  
Department Head Signature Date

[Signature] \_\_\_\_\_ 1/15/16  
Administrator's Signature Date

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

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

**OCR 16-02**  
**Elizabeth Haus**  
**20 Year Service Recognition**  
Otsego County Board of Commissioners  
January 26, 2016

**WHEREAS**, Elizabeth Haus has served the Village of Vanderbilt for over 20 years; and

**WHEREAS**, over the last 20 years Elizabeth has donned many hats in the Village as President; Treasurer; Clerk and Village Manager; and

**WHEREAS**, before settling in Vanderbilt, Elizabeth started her career working for the City of Pontiac in the Building & Safety department as an account clerk, then working in the City Treasurer's office as head cashier, and finally back as Supervisor in the Community Development Office, which oversees the Building & Safety department; and

**WHEREAS**, Elizabeth has been in a supervisory capacity for most of her work life which made her transition into the many offices held in the Village of Vanderbilt second nature; and

**WHEREAS**, Elizabeth and her husband Al have been married for over 55 years; and

**WHEREAS**, together they have worked in the planning and beautification of the Village and it's not uncommon to see them planting flowers in the several planters throughout the village during the spring and summer; and

**WHEREAS**, Elizabeth has taken a special interest in Village zoning, having created a zoning position for the community during her time as Village Administrator; and

**WHEREAS**, Elizabeth has announced resignation as Village Manager effective December 31, 2015; and

**WHEREAS**, Elizabeth has agreed to continue on the Village Planning Board helping to continue to guide the community well into the future; and

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

**RESOLVED**, that the Otsego County Board of Commissioners, hereby recognizes and honors the 20 years of commitment that Elizabeth Haus has made to the Village of Vanderbilt and the entire county by inspiring others with her dedication to the community.

# Resolution Adopting the MERS Hybrid Plan



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711 [www.mersofmichigan.com](http://www.mersofmichigan.com)

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

**WHEREAS**, the participating entity desires to adopt the MERS Hybrid Plan for its designated employees;

**WHEREAS**, the participating entity has furnished MERS with required data regarding each eligible employee and retiree, and, for employees, MERS' actuary has computed the liabilities for benefits payable and which may become payable (on account of service already, and to be, rendered) with respect to the defined benefit portion of the MERS Hybrid Plan, and the participating entity has furnished MERS with required data regarding each eligible employee and retiree with respect to the defined contribution portion of the MERS Hybrid Plan;

**WHEREAS**, as a condition of MERS membership, and pursuant to the MERS Retirement Board's power as plan administrator and trustee under Plan Document Section 71 and MCL 38.1536, as each may be amended, it is appropriate and necessary to enter into a binding agreement providing for the administration of the Hybrid Plan, the reporting of wages, and the payment of the required contributions of a participating entity and withholding of employee contributions; now, therefore,

**IT IS HEREBY RESOLVED:**

1. On behalf of the participating entity, the governing body of Otsego County adopts the MERS Hybrid Plan in accordance with Plan Section 4 for its eligible employees as described in the MERS Hybrid Adoption Agreement, subject to the MERS Plan Document and as authorized by 1996 PA 220, as both may be amended;
2. The governing body agrees to the terms of and authorizes (title) Chair, Board of Commissioners to execute the initial MERS Hybrid Adoption Agreement, a copy of which is attached hereto and which is hereby incorporated by reference; and

I hereby certify that the above is a true copy of the Hybrid Resolution adopted at the official meeting held by the governing body of this municipality:

Dated: January 26, 2016. \_\_\_\_\_  
(Signature of Authorized Official)

This Resolution shall have no legal effect under the MERS Plan Document until a certified copy of this adopting Resolution is filed with MERS, MERS determines that all necessary requirements under the Plan Document, the Adoption Agreement, and this Resolution have been met, and MERS certifies the Resolution below.

**Received and Approved by the Municipal Employees' Retirement System of Michigan:**

Dated: \_\_\_\_\_, 20\_\_\_\_. \_\_\_\_\_  
(Authorized MERS Signatory)

# MERS Hybrid Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711 [www.mersofmich.com](http://www.mersofmich.com)

The Employer, a participating municipality or participating court within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Hybrid Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name Otsego County Municipality #: 6901

If new to MERS, please provide your municipality's fiscal year: \_\_\_\_\_ through \_\_\_\_\_.  
(Month) (Month)

## II. Effective Date

Check one:

A. If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of January 1, 2016.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible participant shall be credited as follows (choose one):

- Vesting credit from date of hire
- No vesting credit

This division is currently in the MERS Defined Benefit Plan or Defined Contribution Plan and meets the applicable funding level requirements to adopt MERS Hybrid, as set forth in Plan Document Section 46. Unless otherwise specified, the standard transfer/rehire rules will apply.

- This division is for new hires, rehires, and transfers of current Defined Benefit division # \_\_\_\_\_ and/or current Defined Contribution division # \_\_\_\_\_
- We elect to offer a one-time conversion from the existing plan into the new MERS Hybrid Plan (see attached MERS Hybrid Conversion Addendum incorporated herein by reference).

B.  If this is an **amendment** of an existing Adoption Agreement (Hybrid division # \_\_\_\_\_), the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C.  If this is to **separate employees** from an existing Hybrid division (existing division number(s) \_\_\_\_\_) into a new Hybrid division, the effective date shall be the first day of \_\_\_\_\_, 20\_\_\_\_.

# MERS Hybrid Plan Adoption Agreement

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## III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Hybrid Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

All Eligible Full Time POLC New Hires on or after 1/1/2016

(Name of Hybrid division – e.g. All Full Time Employees, or General after 7/10/13)

These employees are (~~check one or both~~):

- In a collective bargaining unit (attach cover page, retirement section, and signature page)
- Subject to the same personnel policy

To receive one month of service credit (~~check one~~):

- An employee shall work 10 \_\_\_\_\_ hour days
- An employee shall work 100 hours in a month

All employees classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

- Probationary periods** are allowed in one-month increments, no longer than 12 months. During this introductory period the Employer will not report or make contributions for this period, including retroactively. Service will begin after the probationary period has been satisfied. The probationary period will be \_\_\_\_\_ month(s).
- Temporary employees** in a position normally requiring less than a total of 12 whole months of work in the position may be *excluded* from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.  
The temporary exclusion period will be \_\_\_\_\_ month(s).

## IV. Provisions

### Hybrid – Defined Benefit Component Provisions

*The Defined Benefit Provisions, once adopted, are irrevocable and shall not be later changed except for definition of compensation.*

Valuation Date: \_\_\_\_\_, 20\_\_\_\_

1. This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary or normal cost calculation created by MERS that sets contribution rates.
2. Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates for the Defined Benefit portion of Hybrid. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

# MERS Hybrid Plan Adoption Agreement

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3. Benefit Multiplier

The multiplier shall be one of the following dependent upon the division's Social Security status:

**Social Security Coverage**

1.00%

1.25%

1.50%

**No Social Security Coverage**

1.00%

1.25%

1.50%

1.75%

2.00%

4. Final Average Compensation (FAC) shall be based on 3 years

5. Vesting shall be 6 years

6. The DB component shall be exclusively funded by the employer, with no member contributions permitted, unless the employer elects to cap annual employer contributions to a fixed percentage of compensation to the extent required to comply with a state statute that places restrictions on employer contributions to retirement plans.

Employer hereby elects to cap annual employer contributions to \_\_\_\_% of compensation

7. Compensation, for the Defined Benefit portion of Hybrid, is defined as base wages and all of the following. Check applicable boxes to *exclude* these types from your MERS reported wages:

Longevity pay

Overtime pay

Shift differentials

Pay for periods of absence from work by reason of vacation, holiday, and sickness

Workers' compensation weekly benefits (if reported and are higher than regular earnings)

A member's pre-tax contributions to a plan established under Section 125 of the IRC

Transcript fees paid to a court reporter

A taxable car allowance

Short term or long term disability payments

Payments for achievement of established annual (or similar period) performance goals

Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications

Lump sum payments attributable to the member's personal service rendered during the FAC period

Other: \_\_\_\_\_

Other 2: \_\_\_\_\_

# MERS Hybrid Plan Adoption Agreement

- 8. Normal Retirement will be age 60 with 6 years of service
- 9. Early Normal Retirement with unreduced benefits
  - F55/25

## Hybrid – Defined Contribution Component Provisions

- 1. Vesting (Check one):
  - Immediate
  - Cliff Vesting (fully vested after below number years of service)
    - 1 year     2 years     3 years     4 years     5 years
  - Graded Vesting
    - \_\_\_\_\_ % after 1 year of service
    - \_\_\_\_\_ % after 2 years of service
    - 25 % after 3 years of service (min 25%)
    - 50 % after 4 years of service (min 50%)
    - 75 % after 5 years of service (min 75%)
    - 100 % after 6 years of service

In the event of disability or death, a participant's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) \_\_\_\_\_  
*If an employee is still employed with the municipality at the age specified here, their entire employer contribution will become 100% vested regardless of years of service.*

- 2. Contributions
  - a. Will be remitted
    - Weekly                       Bi-Weekly                       Monthly
  - b. Employee/Employer contribution structure (subject to limitations of Section 415(c) of the Internal Revenue Code)

	Enter % or \$ for contribution amounts					
Employee Contribution	1%	2%	3%			
Employer Contribution	1%	2%	3%			

- Direct mandatory employee contributions as pre-tax
  - c. Voluntary employee contributions may be made after-tax, subject to the Section 415(c) limitations of the Internal Revenue Code
- 3. Compensation *includable* wages, up to the 401(a)(17) limits published every year by the IRS are:
    - Wages as reported on box 5 of the employees W2. This includes bonuses, sick/vacation time payments, back pay, and compensation that would have been earned while an employee was in qualified military service, and contributions to plans like 457 deferred compensation plans.
    - Any amounts contributed to a 125 cafeteria plan, Health Care Savings Program, simplified employee pension, simple retirement account and a 457 deferred compensation plan.

*Note: Items excluded from compensation include items such as taxable meal reimbursements; taxable group term life; clothing, food, or gun allowances*

## MERS Hybrid Plan Adoption Agreement

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4. **Loans:**  shall be permitted  shall not be permitted  
If Loans are elected, please complete and attach the *MERS Hybrid Loan Addendum*.
5. Rollovers from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

### V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Hybrid Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event any conflict between MERS Plan Document and the MERS Hybrid Plan, the provisions of the Plan Document control.

### VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

### VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and DB benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency;
4. The Employer acknowledges that the DB wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
5. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference;
6. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains for the Defined Contribution portion of Hybrid, pursuant to the Internal Revenue Code;
7. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended;

# MERS Hybrid Plan Adoption Agreement

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8. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the Hybrid Plan, to authorize the transfer of any assets to the Hybrid Plan, or to continue administration by MERS or any third-party administrator of the Hybrid Plan.

## VIII. Execution

### **Authorized Designee of Governing Body of Municipality or Chief Judge of Court**

The foregoing Adoption Agreement is hereby approved by Otsego County on  
the 26 day of January, 2016.  
(Name of Approving Employer)

Authorized signature: \_\_\_\_\_

Title: Chair, Otsego County Board of Commissioners

Witness signature: \_\_\_\_\_

### **Received and Approved by the Municipal Employees' Retirement System of Michigan**

Dated: \_\_\_\_\_, 20\_\_\_\_ Signature: \_\_\_\_\_  
(Authorized MERS Signatory)



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**FUND/DEPARTMENT:** Capital Projects

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

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

**DESCRIPTION** move remaining grant dollars into 2016

**REVENUE** (Trailhead Grant - state grant - \$20,000 total, \$8,000 spent in 2015)

Account Number	Decrease	Increase
499-050-539-000 State Grants	\$	\$ 12,000
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
499-901-970-300 TRAIL - property	\$ 12,000	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$	\$

Rachel Frisch \_\_\_\_\_  
Department Head Signature Date

[Signature] \_\_\_\_\_  
Administrator's Signature Date

1/27/15 \_\_\_\_\_  
Board Approval Date (if necessary)

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

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

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

**OTSEGO COUNTY  
Board of Commissioners**



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  2016 Remonumentation County Representative Agreement	<b>AGENDA DATE:</b>  February 9, 2016
<b>AGENDA PLACEMENT:</b>  Consent Agenda, Item A.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  John Burt, County Administrator	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

The State of Michigan, Office of Land Survey, is responsible for administration of the statewide program of monumenting and remonumenting the original U.S. government public land survey corners, which property ownership is based off of. The State provides annual grants to the County's to have this work performed. The County Surveyor, Ron Brand, is our County's Representative for this grant. The Representative Agreement with Mr. Brand is to have him chair the Peer Group of surveyors who ratify corner locations; evaluate Land Corner Recordation Certificates; and Submitting required documentation.

The contract amount is for \$1,494.00.

**RECOMMENDATION:**

Staff requests that the Agreement be approved as submitted.

**OTSEGO COUNTY 2016 MONUMENTATION/REMONUMENTATION PROGRAM  
AGREEMENT FOR COUNTY REPRESENTATIVE SERVICES**

1. Parties. This agreement made this Ninth day of February, 2016, by and between the **County of Otsego**, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter COUNTY, and **Ronald C. Brand, PS.**, located at 533 Greenfield Drive, Gaylord, Michigan, hereafter CONTRACTOR.
  
2. Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on January 1, 2016, and continue until December 31, 2016.
  
3. Definitions.
  - A. County Grant Administrator. Means a person appointed by the Otsego County Board of Commissioners as the individual responsible for completing and submitting the annual Application for a survey and Monumentation Grant to the State of Michigan, and the administering of the approved annual grant.
  
  - B. County Representative. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws
  
  - C. County Surveyor. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws.
  
  - D. Peer Group. Means not less than three non-associated surveyors appointed by the County Representative. One member of the Peer Group shall be the County Representative, who shall act as chair.
  
4. Compensation. The CONTRACTOR shall perform all work for the PROJECT for the total amount not to exceed **One Thousand Four Hundred Ninety Four and 0/100 dollars (US \$1,494.00)**. The PROJECT shall be defined as completion of all duties listed in Section 7, Services to be Provided by CONTRACTOR.
  
5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when the required work listed in Section 7, Services to be Provided by CONTRACTOR, is completed by the CONTRACTOR.

If the CONTRACTOR fails to meet the deadlines contained within this contract, payment may be withheld at the option of the County Grant Administrator. In the event that the CONTRACTOR fails to meet the deadlines specified within this contract by at least fourteen days, there will be a reduction of \$50.00 per day from the Compensation total beginning on day fifteen.

Payment for partial completion of contracts shall be allowed at the discretion of the Grant Administrator. Requests for payment for partial completion of contract will not be routinely approved in order to encourage timely performance of the contract.

6. Subcontracting. Nothing contained in this contract shall prevent CONTRACTOR from employing such independent professional associates as CONTRACTOR to assist in the performance of services hereunder. The CONTRACTOR is an independent contractor. In such regard, any and all officers, employees, servants and agents of the contractor shall be deemed employees, servants and agents of the CONTRACTOR and not that of the COUNTY.
7. Services to be Provided by CONTRACTOR. In consideration of the compensation to be paid by the COUNTY, CONTRACTOR shall perform the following services:
  - A. Establishing, scheduling meetings of, and chairing a Peer Group which will meet and act as advisors for ratification of corner locations. These meetings shall be in compliance with the Open Meetings Act. Peer Group meetings shall be scheduled as to allow for all assigned Remonumentation corners, other than corners tabled until the following grant cycle, to be reviewed and ratified by October 3, 2016.
  - B. Evaluation of all completed Land Corner Recordation Certificate(s). Such work to be completed by October 31, 2016.
  - C. Creating and maintaining a filing system for each corner, which contains all survey information compiled.
  - D. Submitting documentation to the County Grant Administrator as required for the annual Application for Monumentation Grant which includes, but is not limited to the following:
    1. A general work-progress report for all current awarded contracts, by October 3, 2016.
    2. For the current-year projects, a description of the work area completed, and the work remaining to be completed. Such completion report will be completed by November 15, 2016.
    3. The Work Program for the following year. Such Work Program will be completed by November 30, 2016. The Work Program will indicate (a) the area where the Public Land Survey corners and Property-controlling corners are proposed to be monumented and/or remonumented and coordinates set within the next contract year; (b) the area where the Public Land Surveyor corners and Property-controlling corners are to be researched in the next contract year; (c) the area where horizontal and

vertical control stations are to be researched and located; and (d) the area where horizontal and vertical coordinates are to be established.

The County Representative will consult with and obtain the consent of the Grant Administrator when drafting the Work Program and Remonumentation Grant Application for the following year.

- E. Any other duties contained in the Monumentation and Remonumentation Plan for Otsego County, Michigan or those contained in Act 345, of the Public Acts of 1990, the State Survey and Remonumentation Act, being Sections 54.261 to 54.279 of the Michigan Compiled Laws and to follow any rules set by the State, including Memorandum No. 16.
8. Motor Vehicle Liability Insurance. Proof of Motor vehicle liability insurance of \$1,000,000 per occurrence and aggregate, including Michigan no-fault coverages.
9. Sufficiency of Performance. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without willful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this Agreement. In the event of CONTRACTOR's failure to timely perform the services under this Agreement, the COUNTY may, upon notice to CONTRACTOR, seek alternative means of obtaining the services.
10. Termination. This Agreement may be terminated prior to the expiration of its term as follows:
- A. By mutual written agreement of the parties; or
- B. In the event of default or breach of this Agreement by either party, the other party may terminate this contract immediately.
11. Effect of Termination. In the event of termination of this Agreement pursuant to Section 10, CONTRACTOR will be entitled to the monies provided herein only through date of termination.
12. Notices. All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

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

If to: Ronald C. Brand, PS  
533 Greenfield Drive  
Gaylord, Michigan 49735

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

AGREED to this Ninth day of February, 2016, at Gaylord, Michigan.

OWNER: COUNTY OF OTSEGO  
225 W. Main Street  
Gaylord, MI 49735

CONTRACTOR: Ronald C. Brand, PS  
533 Greenfield Drive  
Gaylord, MI 49735

By: \_\_\_\_\_  
John M. Burt  
Otsego County Administrator

By: \_\_\_\_\_  
Ronald C. Brand, PS  
Otsego County Surveyor

Approved as to Form

Approved as to Form

**2016 SURVEY AND REMONUMENTATION GRANT APPLICATION**  
**Attachment A To Annual Grant Agreement**

Authority: MCL 54.273

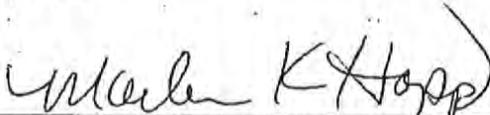
This application must be filed on or before December 31 of the calendar year immediately preceding the year in which the grant is made.

<b>Office of Land Survey</b> Bureau of Construction Codes Department of Licensing and Regulatory Affairs <b>Overnight Courier Service:</b> 1st Flr., 611 W. Ottawa St., Lansing, MI 48933 <b>U.S. Mail:</b> PO Box 30254, Lansing, MI 48909 Telephone: (517) 241-6321 Facsimile: (517) 241-6301 Email: <a href="mailto:bccofsr@michigan.gov">bccofsr@michigan.gov</a> <a href="http://www.michigan.gov/sbc">www.michigan.gov/sbc</a>	<b>APPLICANT (County):</b> Otsego
	<b>Grant #:</b> BCC-16- <u>609</u>
	<b>MAIN Mail Code:</b> <b>P.O. #:</b>

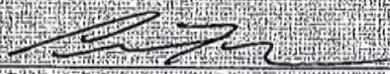
Grant Administrator	County Representative	Address for Payments
Name: Marlene K. Hopp	Name: Ronald C Brand	Name: Otsego County Treasurer
Address: 225 W. Main St., rm 213	Address: 533 Greenfield Drive	Address: 225 W. Main St., room 107
City: Gaylord	City: Gaylord	City: Gaylord
State, Zip: MI 49735	State, Zip: MI, 49735	State, Zip: MI 49735
Telephone: (989) 731-7570	Telephone: (989) 732-8077	Telephone: (989) 731-7560
Fax: (989) 731-7599	Fax: (989) 732-7767	
Email: <a href="mailto:mhopp@otsegocountymi.gov">mhopp@otsegocountymi.gov</a>	Email: <a href="mailto:surveyor@otsegocountymi.gov">surveyor@otsegocountymi.gov</a>	

2016 GRANT REQUESTED		
2016 State Grant	Reimbursement for Expedited Expenditures under MCL 600.2567a(4) (≤ 50% of State Grant)	2016 Total Annual Budget (State Grant - Reimbursement = Total Budget)
\$ 34,788.00	\$ 0.00	\$ 34,788.00

I certify the information in this grant application is correct and request a 40% Start-Up Payment upon approval of an Annual Grant Agreement.

  
 Signature of County Grant Administrator (Original Signature Required)

12/16/2015  
 Date

 Chris Beland, P.S., Director (Original Signature Required) Office of Land Survey and Remonumentation	<b>RECEIVED</b>	Date <u>7-Jan-2016</u>
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Page 1 of 3  
 Office of Land Survey & Remonumentation

**2016 SURVEY AND REMONUMENTATION GRANT APPLICATION**  
**Attachment A to Annual Grant Agreement**

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

Otsego

**Surveying Services and Supplies**

Total Surveying Services and Supplies (Items A or B, C and D)  
 Must be a Minimum of 80% of the Total Annual Budget

**Item A - Remonumentation Services**

Includes all requirements under MCL 54.268(2)a, i.e., monumentation or remonumentation plan includes the filing of a land corner recordation certificate and geodetic coordinates.

Column A	Column B	Column C	Column D	Total Item A
Number of Original and Protracted PLSS Corners Completed by Applicant	Number of Original and Protracted PLSS Corners Completed by Others	Number of Original and Protracted PLSS Corners Revisited	No. of Property Controlling Corners under MCL 54.262(h)(ii)	
42	0	0	0	\$ 30,000.00

Please attach a report for the work proposed. The report must include a corner list for the work proposed under Item A itemizing each column by Town, Range and Corner Code; do NOT list corners by municipality. For all corners, identify when a corner/monument location has more than one corner code associated with it, i.e., common corner codes, and identify all corner codes filed for that corner/monument location. For Column B, identify who is proposing to complete the work, and for Column C, identify why the corners are to be proposed revisited. Attach additional pages as necessary.

Total No. of Corner Records proposed (A+B+C+D+common corner codes identified on the attached corner list): 45

**Item B - Monument Maintenance Services**

Includes all requirements under MCL 54.268(2)d, i.e., perpetual monument maintenance plan, including the filing of a land corner recordation certificate and geodetic coordinates.

Column A	Column B	Column C	Column D	Total Item B
Number of Original and Protracted PLSS Corners Completed by Applicant	Number of Original and Protracted PLSS Corners Completed by Others	Number of Original and Protracted PLSS Corners Revisited	No. of Property Controlling Corners under MCL 54.262(h)(ii)	
0	0	0	0	\$ 0.00

Please attach a report for the work proposed. The report must include a corner list for the work proposed under Item B itemizing each column by Town, Range and Corner Code; do NOT list corners by municipality. For all corners, identify when a corner/monument location has more than one corner code associated with it, i.e., common corner codes, and identify all corner codes filed for that corner/monument location. For Column B, identify who is proposing to complete the work, and for Column C, identify why the corners are to be proposed revisited. Attach additional pages as necessary.

Total No. of Corner Records proposed (A+B+C+D+common corner codes identified on the attached corner list): 0

**Item C - Remonumentation Supplies and Materials**

Identify items and estimated expenses for each item. Attach additional pages as necessary.

No. of Markers: <u>0</u> x \$ <u>0</u> each = \$ <u>0</u>	<b>Total Item C</b>
No. of Caps: <u>0</u> x \$ <u>0</u> each = \$ <u>0</u>	
Other: <u>0</u> x \$ <u>0</u> each = \$ <u>0</u>	
	\$ 0.00

**Item D - Geodetic Control Maintenance and Operations**

Identify items and estimated expenses for each station. Attach additional pages as necessary.

Station PID: <u>0</u> \$ <u>0.00</u>	Station PID: <u>0</u> \$ <u>0.00</u>	<b>Total Item D</b>
Station PID: <u>0</u> \$ <u>0.00</u>	Station PID: <u>0</u> \$ <u>0.00</u>	
Station PID: <u>0</u> \$ <u>0.00</u>	Station PID: <u>0</u> \$ <u>0.00</u>	
		\$ 0.00

<b>Subtotal Items A or B+C+D</b>	<b>Percent of Budget</b>	<b>Subtotal</b>
	86.24%	\$ 30,000.00

## 2016 SURVEY AND REMONUMENTATION GRANT APPLICATION

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

Otsego

### Administrative Services and Supplies

Total Administrative Services and Supplies (Items E, F, G, H, and I)  
Can be no greater than 20% of the Total Annual Budget

#### Item E - Grant Administrator Fees/Wages

Attach additional pages as necessary.

Hours \_\_\_\_\_ x Rate \$ \_\_\_\_\_ = \$ 0.00 or Fixed \$ \_\_\_\_\_

Comments:

**Total Item E**

\$ 1,494.00

#### Item F - County Representative Fees/Wages

Attach additional pages as necessary.

Hours \_\_\_\_\_ x Rate \$ \_\_\_\_\_ = \$ 0.00 or Fixed \$ \_\_\_\_\_

Comments:

**Total Item F**

\$ 1,494.00

#### Item G - Additional Administrative Staff Fees/Wages

Attach additional pages as necessary.

Hours \_\_\_\_\_ x Rate \$ \_\_\_\_\_ = \$ 0.00 or Fixed \$ \_\_\_\_\_

Identify staff by name and identify the delegated duties and responsibilities.

**Total Item G**

\$ 0.00

#### Item H - Peer Review Group Fees/Wages

Attach additional pages as necessary.

Number of Members 4 x Fee \$ 150.00 x Number of Meetings 3 = \$ 1,800.00 or Fixed \$ \_\_\_\_\_

Comments:

**Total Item H**

\$ 1,800.00

#### Item I - Administrative Supplies and Indirect Costs

Identify items and estimated expenses for each item, or identify a flat overhead rate. Attach additional pages as necessary.

0	\$	0.00
0	\$	0.00
0	\$	0.00

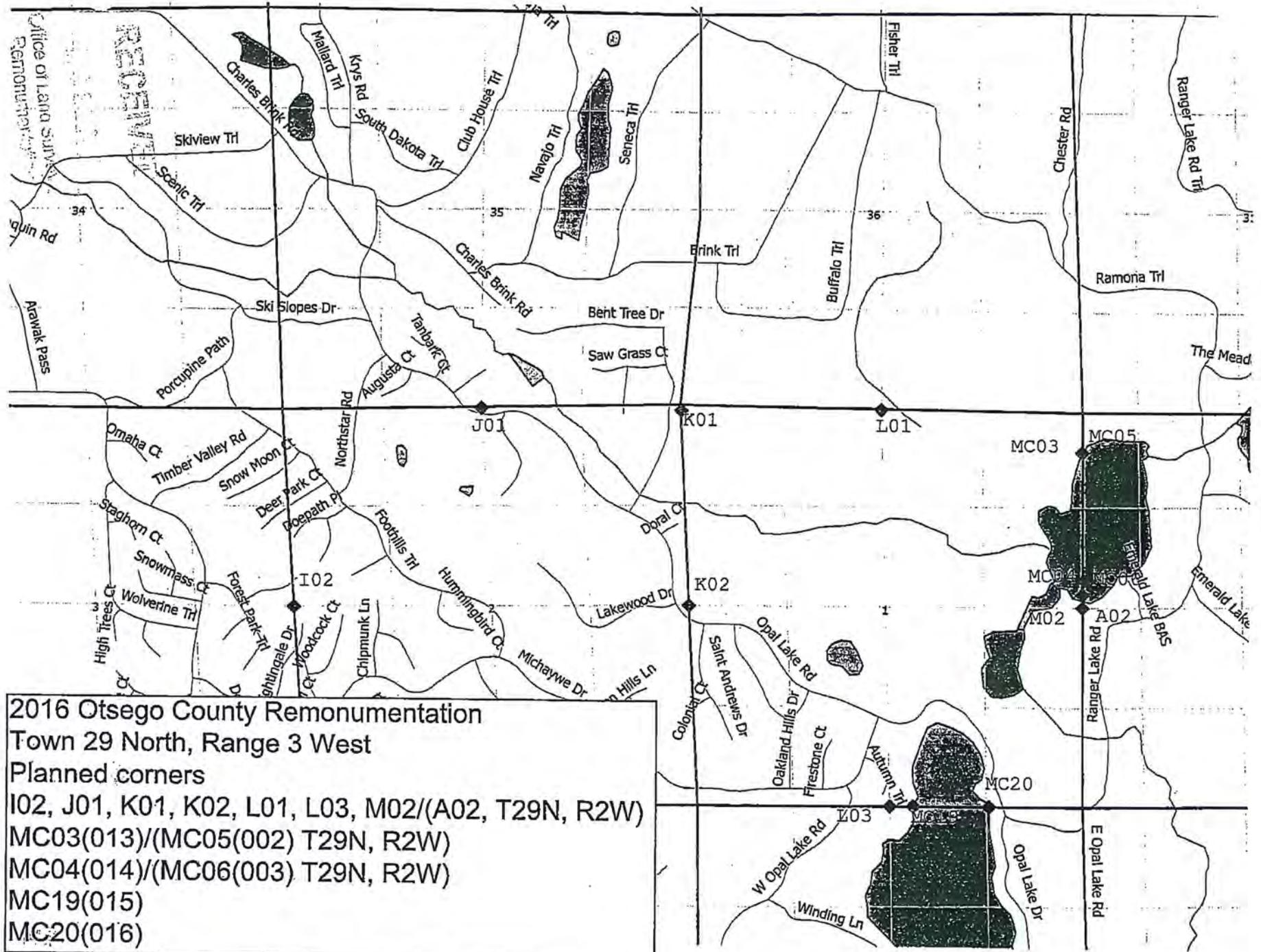
**Total Item I**

\$ 0.00

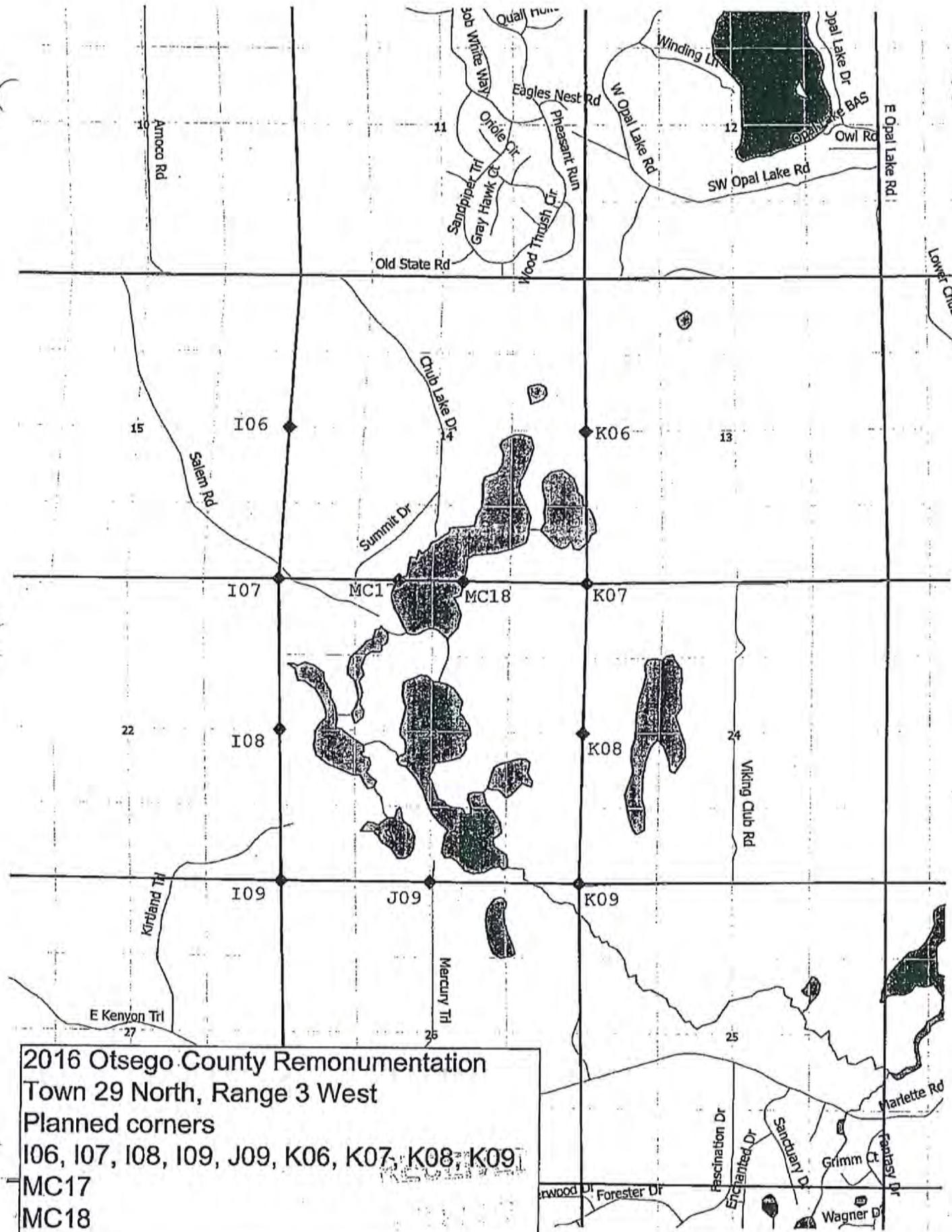
	Percent of Budget	Subtotal
<b>Subtotal Items E+F+G+H+I</b>	13.76%	\$ 4,788.00

### Annual Budget

Item A - Remonumentation Services	\$	30,000.00
Item B - Monument Maintenance Services	\$	0.00
Item C - Remonumentation Supplies and Materials	\$	0.00
Item D - Geodetic Control Maintenance and Operations	\$	0.00
Item E - Grant Administrator Fees/Wages	\$	1,494.00
Item F - County Representative Fees/Wages	\$	1,494.00
Item G - Additional Administrative Staff Fees/Wages	\$	0.00
Item H - Peer Review Group Fees/Wages	\$	1,800.00
Item I - Administrative Supplies and Indirect Costs	\$	0.00
<b>Total MUST EQUAL "Total Annual Budget" on Page 1</b>	\$	<b>34,788.00</b>

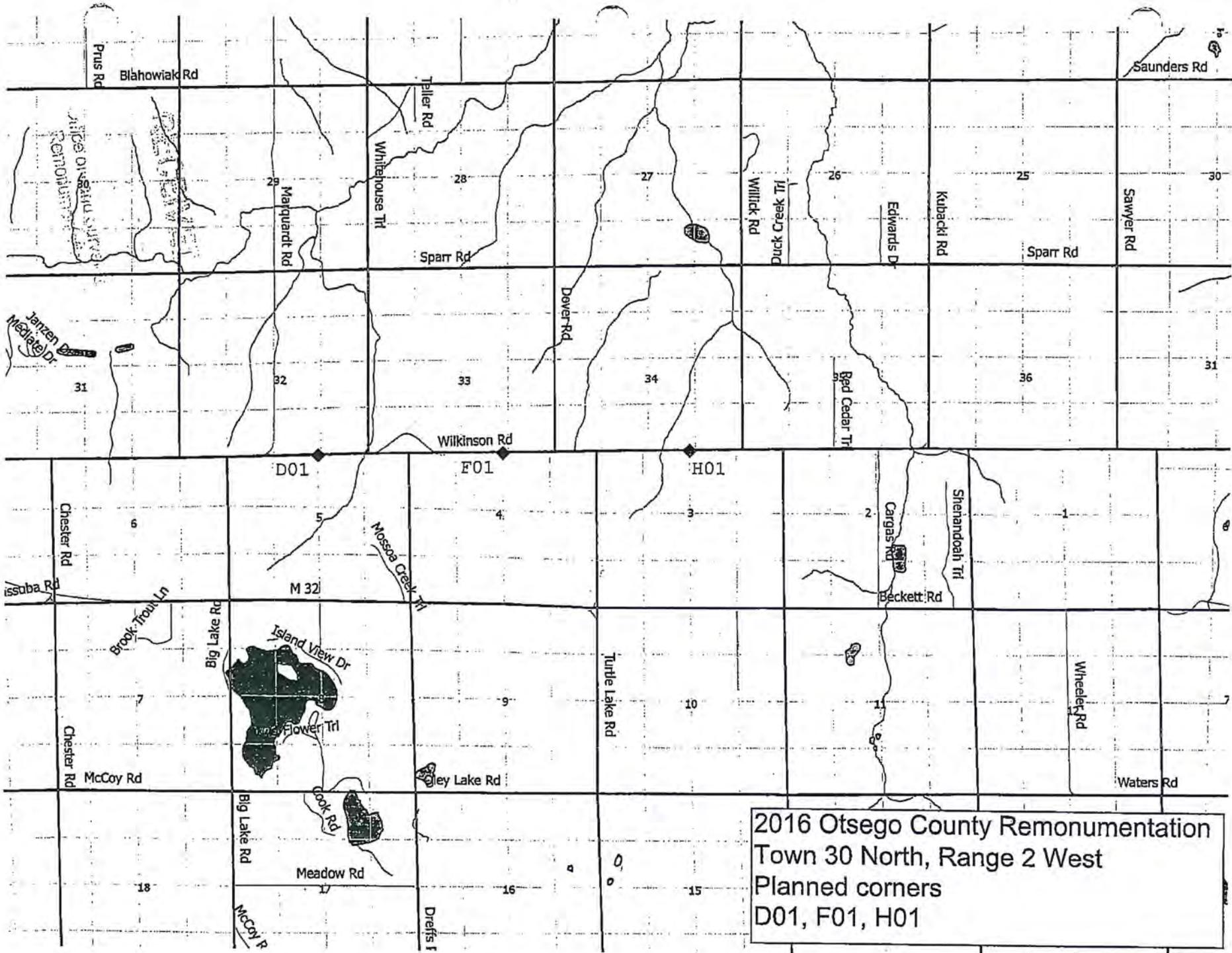


2016 Otsego County Remonumentation  
 Town 29 North, Range 3 West  
 Planned corners  
 I02, J01, K01, K02, L01, L03, M02/(A02, T29N, R2W)  
 MC03(013)/(MC05(002) T29N, R2W)  
 MC04(014)/(MC06(003) T29N, R2W)  
 MC19(015)  
 MC20(016)

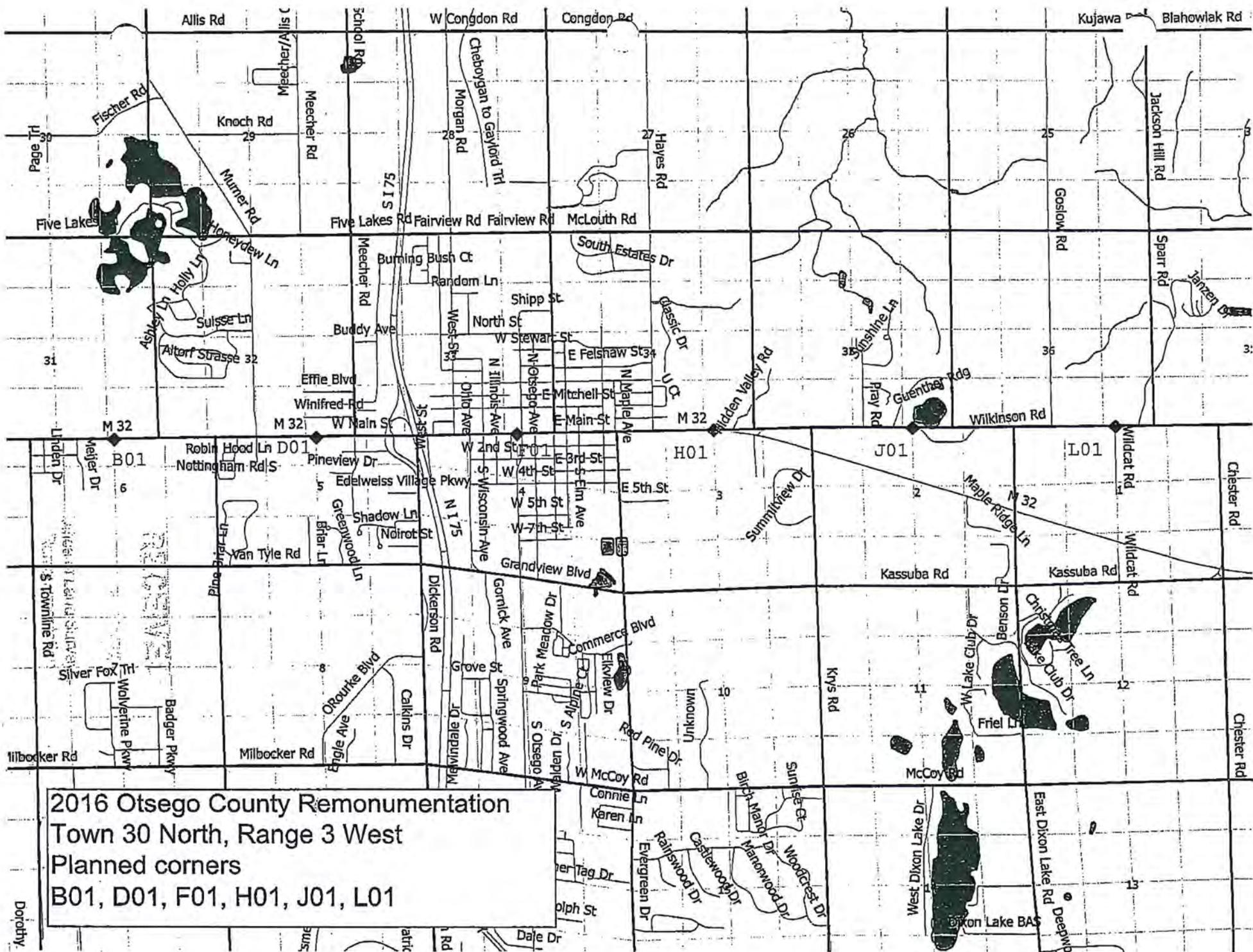


2016 Otsego County Remonumentation  
 Town 29 North, Range 3 West  
 Planned corners  
 I06, I07, I08, I09, J09, K06, K07, K08, K09  
 MC17  
 MC18

Office of Land Survey  
 Remonumentation

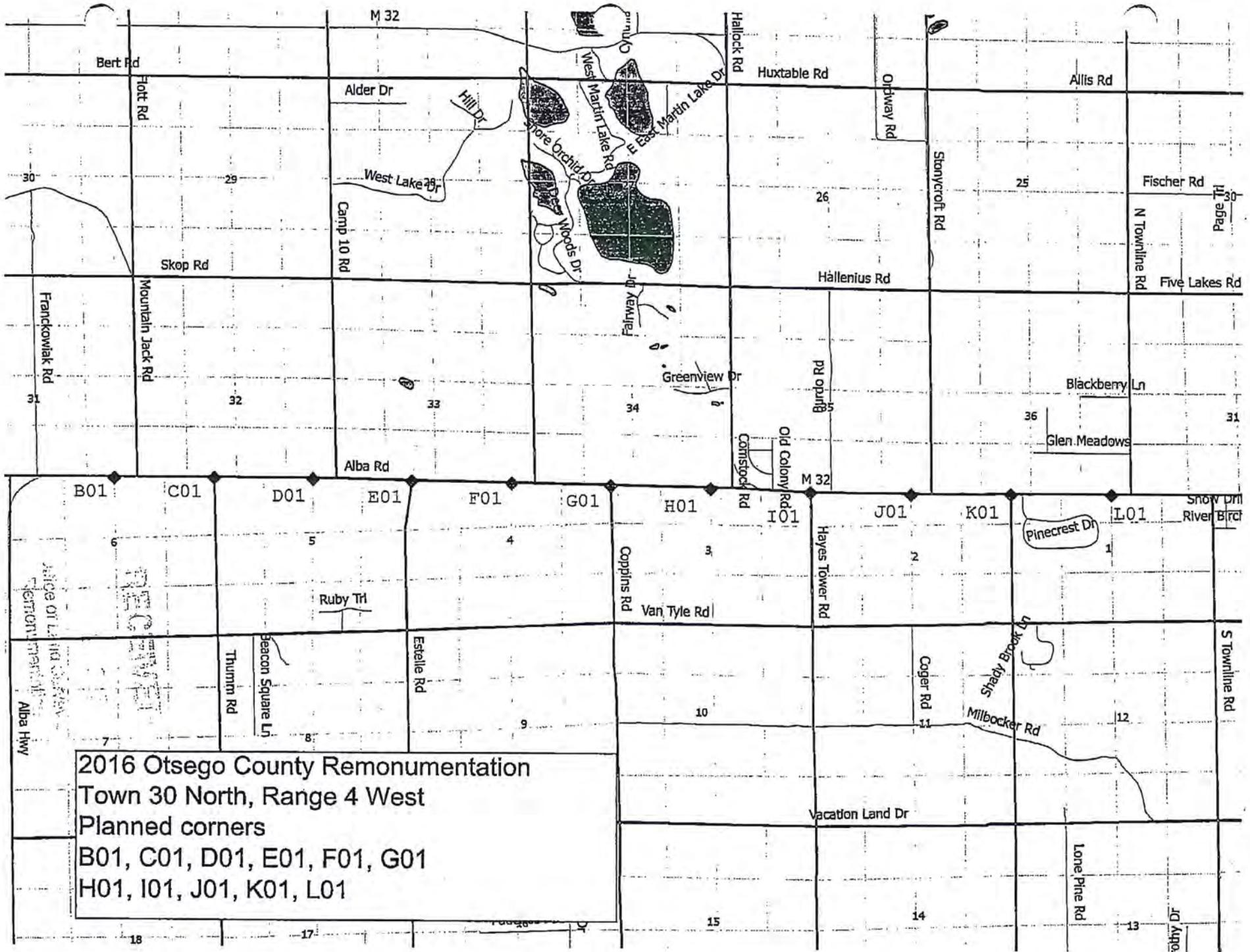


2016 Otsego County Remonumentation  
 Town 30 North, Range 2 West  
 Planned corners  
 D01, F01, H01



2016 Otsego County Remonumentation  
 Town 30 North, Range 3 West  
 Planned corners  
 B01, D01, F01, H01, J01, L01

Dorothy



2016 Otsego County Remonumentation  
 Town 30 North, Range 4 West  
 Planned corners  
 B01, C01, D01, E01, F01, G01  
 H01, I01, J01, K01, L01

**OTSEGO COUNTY  
Board of Commissioners**



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  Wade Trim Remonumentation Agreement	<b>AGENDA DATE:</b>  February 9, 2016
<b>AGENDA PLACEMENT:</b>  Consent Agenda, B.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  John Burt, County Administrator	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

This agreement is to have Wade Trim, Inc. locate section corners and referenced in Item A above for the Statewide Remonumentation Program.

The contract amount is for \$14,643.00.

**RECOMMENDATION:**

Staff requests approval of the budget amendment.

**OTSEGO COUNTY 2016 MONUMENTATION/REMONUMENTATION PROGRAM  
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Ninth day of February, 2016, by and between the **County of Otsego**, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter COUNTY, and **Wade Trim, Inc.**, located at 4241 Old US 27 S., Suite 1, Gaylord, Michigan, hereafter CONTRACTOR.
  
2. Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on the date first above written, and continue until December 31, 2016.
  
3. Definitions.
  - A. County Grant Administrator. Means a person appointed by the Otsego County Board of Commissioners as the individual responsible for completing and submitting the annual Application for a survey and Monumentation Grant to the State of Michigan, and the administering of the approved annual grant.
  
  - B. County Representative. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws.
  
  - C. Peer Group. Means not less than three non-associated surveyors appointed by the County Representative. One member of the Peer Group shall be the County Representative, who shall act as chair.
  
  - D. County Plan. Means the approved Otsego County Remonumentation Plan.
  
4. Compensation. The CONTRACTOR shall perform all work for the PROJECT at the applicable rates indicted on the Professional Fee Schedule attached to and made a part hereof, for the total amount not to exceed **Fourteen Thousand Six Hundred Forty Three and 00/100 dollars (US \$14,643.00)**. The PROJECT shall be defined as the corners completed (corners to be researched, corners to be monumented or remonumented and corners to have coordinates set) without exceeding the maximum amount.
  
5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when: (a) the Peer Review Group reviews and concurs with the CONTRACTORS Corner Research & Remonumentation according to the Monumentation and Remonumentation Plan For Otsego County; (b) furnishes an original Land Corner Recordation Form, or forms if appropriate to the County Representative; (c) furnish one complete set of documents for each corner monumented, remonumented, researched or coordinate set to the County Representative to be placed in the permanent file maintained at the Register of Deeds Office; (d) the County Representative certifies to the appropriate County official or officer that (a), (b) and (c) have been completed and that such completed work is in accordance with the grant; (e) that the

County will pay the amount owed and due within 30 days of receipt of itemized invoice, approved by the County Representative and by the County Grant Administrator. These (a)-(d) requirements will be completed 45 days prior to end of the Grant Agreement, ending 12/31/2016.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 14, 2016**. Said statement shall be in accordance with the schedule of fees and charges outlined in this Contract. If the CONTRACTOR fails to meet this deadline, payment may be withheld at the option of the County Grant Administrator. In the event that the CONTRACTOR fails to meet the deadlines specified within this contract by at least fourteen days, there will be a reduction of \$50.00 per day from the Compensation total beginning on day fifteen. The Grant Administrator can extend deadlines at his/her discretion.

Payment for partial completion of contracts shall be allowed at the discretion of the Grant Administrator.

6. Subcontracting. Nothing contained in this contract shall prevent CONTRACTOR from employing such independent professional associates as CONTRACTOR to assist in the performance of services hereunder. The CONTRACTOR is an independent contractor. In such regard, any and all officers, employees, servants and agents of the contractor shall be deemed employees, servants and agents of the CONTRACTOR and not that of the COUNTY.

7. Services to be Provided by CONTRACTOR. In consideration of the compensation to be paid by the COUNTY, CONTRACTOR shall perform the following services:

A. CORNERS TO BE RESEARCHED (21 total corners):

T29N, R03W (Otsego Lake Township)

I06, I07, I08, I09, J09, K06, K07, K08, K09,

MC17(017) on line between Sections 14 & 23 on West side of Big Chub Lake,

MC18(018) on line between Sections 14 & 23 on East side of Big Chub Lake

T30N, R04W (Hayes Township)

L01

T30N, R03W (Bagley Township)

B01, D01, F01, H01, J01, L01

T30N, R02W (Chester Township)

D01, F01, H01

B. CORNERS TO BE MONUMENTED (21 total corners):

T29N, R03W (Otsego Lake Township)

I06, I07, I08, I09, J09, K06, K07, K08, K09,

MC17(017) on line between Sections 14 & 23 on West side of Big Chub Lake,

MC18(018) on line between Sections 14 & 23 on East side of Big Chub Lake

T30N, R04W (Hayes Township)

L01

T30N, R03W (Bagley Township)

B01, D01, F01, H01, J01, L01

T30N, R02W (Chester Township)

D01, F01, H01

C. Project Details. RESEARCH shall consist of a thorough investigation of all available sources and include copies of pertinent supporting documents and data. REMONUMENTATION shall consist of field reconnaissance of existing monumentation and references; any required measurements or calculations; a Land Corner Recordation Certificate; presentation to, and acceptance of, the Otsego County Peer Review Group; placement of an Otsego County Monument provided by the COUNTY, and a record of the date of completion of specific tasks on a form provided by the COUNTY. The COUNTY will record all Land Corner Recordation Certificates after acceptance by the Otsego County Peer Review Group. COORDINATES shall consist of Latitude and Longitude established in accordance with the requirement of the Office of Land Survey and Remonumentation.

This Contract requires that all survey work be performed in accordance with Act 345 of Public Acts 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws, and the County Plan as adopted by the State Survey Commission and to follow any rules set by the State, including Memorandum No. 16 From time to time the Peer Group will outline a specific procedure to recover or replace a Government corner. It is required that these instructions be followed to the best of the Contractor's ability.

Geodetic Coordinates- MCL 54.268(2)(a)(iii) and 54.268(2)(d)

Starting with the 2015 grant, latitude and longitude positions must be submitted for each original public land survey corner or protracted public land survey corner at the time it is monumented, remonumented or maintained. Latitude and longitude values must be reported to a minimum accuracy of 0.001 seconds of arc. Coordinate values must be obtained either:

1. Directly from a Continuously Operating Reference Station (CORS), or
2. From supplemental control established from CORS, or
3. From supplemental control established from other NGS horizontal control stations.

The following information must be published on the Land Corner Recordation Certificate.

Latitude: 00M00"00.000"

Longitude: 00M00"00.000"

Estimated Reputability/ Accuracy: 0.25'  
Datum and Adjustment Year:  
Epoch Date: 00-MMM-YYYY  
Date of Observation: DD-MMM-YYYY  
Method of Survey: Narrative explanation

8. Indemnification. CONTRACTOR shall indemnify, defend and hold harmless the County its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services by CONTRACTOR under this Agreement or that may be sustained in or upon the County owned or leased premises from any actions or omissions of CONTRACTOR. Such indemnification shall survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities granted by law.
  
9. Insurance. CONTRACTOR, shall at its sole expense, obtain and maintain in full force and effect at all times during the term of this Agreement, the following insurance coverages, in a form acceptable to the County, with responsible insurance companies licensed and admitted to do business in the State of Michigan. CONTRACTOR shall provide the COUNTY with proof of insurance prior to commencement of this Agreement.
  - A. General Liability Insurance. General liability insurance with limits of liability not less than \$1,000,000 per occurrence for the protection of the COUNTY and the State of Michigan against all claims, liabilities, obligations, damages, claims, judgments, costs and expenses, damages, and expenses for bodily injury or death, personal injury and/or damage to property that may arise out of CONTRACTOR's negligent act, error or wrongful conduct incident to or arising out of the services provided under this Agreement, or that may be sustained in or upon the COUNTY premises and the State of Michigan (and its agents and employees) from any actions or omissions of CONTRACTOR (or anyone directly or indirectly employed by it).
  
  - B. Motor Vehicle Liability. Motor vehicle liability insurance of \$1,000,000 per occurrence and aggregate, including, Michigan no-fault coverages.
  
  - C. Each insurance policy shall name the County as an Additional Insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the County.
  
10. Sufficiency of Performance. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without willful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this Agreement. In the event of CONTRACTOR's failure to timely perform the services under this Agreement, the COUNTY may, upon notice to CONTRACTOR, seek alternative means of obtaining the services.

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

A. By mutual written agreement of the parties; or

B. In the event of default or breach of this Agreement by either party, the other party may terminate this contract immediately.

C. Either party may terminate this Agreement, with or without cause, upon 30 days prior written notice to the party.

12. Effect of Termination. In the event of termination of this Agreement pursuant to Section 11, CONTRACTOR will be entitled to the monies provided herein only through date of termination.

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

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

If to Wade Trim, Inc.:              Brian Sousa, P.E.  
Vice-President  
4241 Old US 27 S., Suite 1  
PO Box 618  
Gaylord, Michigan 49734

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

AGREED to this Ninth day of February, 2016, at Gaylord, Michigan.

OWNER: COUNTY OF OTSEGO  
225 W. Main Street  
Gaylord, MI 49735

CONTRACTOR: WADE-TRIM, INC.  
P.O. Box 618  
Gaylord, MI 49734

By: \_\_\_\_\_  
Kenneth Borton, Chair  
Otsego County Commissioner

By: \_\_\_\_\_  
Brian Sousa, P.E.  
Vice-President

Approved as to Form

Approved as to Form

By: \_\_\_\_\_  
John M. Burt,  
Otsego County Administrator

By: \_\_\_\_\_  
Marlene K. Hopp,  
Otsego County Grant Administrator

**OTSEGO COUNTY  
Board of Commissioners**



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  Brand Land Surveying Remonumentation Agreement	<b>AGENDA DATE:</b>  February 9, 2016
<b>AGENDA PLACEMENT:</b>  Consent Agenda, C.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  John Burt, County Administrator	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

This agreement is to have Brand Land Surveying LLC locate section corners and referenced in Item A above for the Statewide Remonumentation Program.

The contract amount is for \$14,643.00.

**RECOMMENDATION:**

Staff requests approval of the budget amendment.

**OTSEGO COUNTY 2016 MONUMENTATION/REMONUMENTATION PROGRAM  
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Ninth day of February, 2016, by and between the **County of Otsego**, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter COUNTY, and **Brand Land Surveying LLC** located at 533 Greenfield Drive, Gaylord, Michigan 49735, hereafter CONTRACTOR.
2. Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on the date first above written, and continue until December 31, 2016.
3. Definitions.
  - A. County Grant Administrator. Means a person appointed by the Otsego County Board of Commissioners as the individual responsible for completing and submitting the annual Application for a survey and Monumentation Grant to the State of Michigan, and the administering of the approved annual grant.
  - B. County Representative. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws.
  - C. Peer Group. Means not less than three non-associated surveyors appointed by the County Representative. One member of the Peer Group shall be the County Representative, who shall act as chair.
  - D. County Plan. Means the approved Otsego County Remonumentation Plan.
4. Compensation. The CONTRACTOR shall perform all work for the PROJECT at the applicable rates indicted on the Professional Fee Schedule attached to and made a part hereof, for the total amount not to exceed **Fourteen Thousand Six Hundred Forty Three and 00/100 dollars (US \$14,643.00)**. The PROJECT shall be defined as the corners completed (corners to be researched, corners to be monumented or remonumented and corners to have coordinates set) without exceeding the maximum amount.
5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when: (a) the Peer Review Group reviews and concurs with the CONTRACTORS Corner Research & Remonumentation according to the County Plan For Otsego County; (b) furnishes an original Land Corner Recordation Form, or forms if appropriate to the County Representative; (c) furnish one complete set of documents for each corner monumented, remonumented, researched or coordinate set to the County Representative to be placed in the permanent file maintained at the Register of Deeds Office; (d) the County Representative certifies to the appropriate County official or officer that (a), (b) and (c) have been completed and that such completed work is in accordance with the grant; (e) that the County will pay the amount owed and due within 30 days of receipt of itemized invoice, approved by the County Representative and by the County Grant

Administrator. These (a)-(d) requirements will be completed 45 days prior to end of the Grant Agreement, ending 12/31/2016.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 14, 2016**. Said statement shall be in accordance with the schedule of fees and charges outlined in this Contract. If the CONTRACTOR fails to meet this deadline, payment may be withheld at the option of the County Grant Administrator. In the event that the CONTRACTOR fails to meet the deadlines specified within this contract by at least fourteen days, there will be a reduction of \$50.00 per day from the Compensation total beginning on day fifteen. The Grant Administrator can extend deadlines at his/her discretion.

Payment for partial completion of contracts shall be allowed at the discretion of the Grant Administrator.

6. Subcontracting. Nothing contained in this contract shall prevent CONTRACTOR from employing such independent professional associates as CONTRACTOR to assist in the performance of services hereunder. The CONTRACTOR is an independent contractor. In such regard, any and all officers, employees, servants and agents of the contractor shall be deemed employees, servants and agents of the CONTRACTOR and not that of the COUNTY.

7. Services to be Provided by CONTRACTOR. In consideration of the compensation to be paid by the COUNTY, CONTRACTOR shall perform the following services:

A. CORNERS TO BE RESEARCHED (21 total corners):

T29N, R03W (Otsego Lake Township)

I02, J01, K01, K02, L01, L03,

MC19(015) on line between Sections 1 & 12 on West side of Opal Lake,

MC20(016) on line between Sections 1 & 12 on East side of Opal Lake

MC03(013) on East line of Section 1, T29N, R03W on North side of Emerald Lake (Common with MC05(002) on West line of Section 6, T29N, R2W, Chester Township)

MC04(014) on East line of Section 1, T29N, R03W on South side of Emerald Lake (Common with MC06(003) on West line of Section 6, T29N, R2W, Chester Township)

M02 (Common with A02, T29N, R02W, Chester Township)

T30N, R04W (Hayes Township)

B01, C01, D01, E01, F01, G01, H01, I01, J01, K01

B. CORNERS TO BE MONUMENTED (21 total corners):

T29N, R03W (Otsego Lake Township)

I02, J01, K01, K02, L01, L03,

MC19(015) on line between Sections 1 & 12 on West side of Opal Lake,

MC20(016) on line between Sections 1 & 12 on East side of Opal Lake

MC03(013) on East line of Section 1, T29N, R03W on North side of Emerald Lake  
(Common with MC05(002) on West line of Section 6, T29N, R2W, Chester  
Township)

MC04(014) on East line of Section 1, T29N, R03W on South side of Emerald Lake  
(Common with MC06(003) on West line of Section 6, T29N, R2W, Chester  
Township)

M02 (Common with A02, T29N, R02W, Chester Township)

T30N, R04W (Hayes Township)

B01, C01, D01, E01, F01, G01, H01, I01, J01, K01

C. Project Details. RESEARCH shall consist of a thorough investigation of all available sources and include copies of pertinent supporting documents and data. REMONUMENTATION shall consist of field reconnaissance of existing monumentation and references; any required measurements or calculations; a Land Corner Recordation Certificate; presentation to, and acceptance of, the Otsego County Peer Review Group; placement of an Otsego County Monument provided by the COUNTY, and a record of the date of completion of specific tasks on a form provided by the COUNTY. The COUNTY will record all Land Corner Recordation Certificates after acceptance by the Otsego County Peer Review Group. COORDINATES shall consist of Latitude and Longitude established in accordance with the requirement of the Office of Land Survey and Remonumentation.

This Contract requires that all survey work be performed in accordance with Act 345 of Public Acts 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws, and the County Plan as adopted by the State Survey Commission and to follow any rules set by the State, including Memorandum No. 16. From time to time the Peer Group will outline a specific procedure to recover or replace a Government corner. It is required that these instructions be followed to the best of the Contractor's ability.

Geodetic Coordinates- MCL 54.268(2)(a)(iii) and 54.268(2)(d)

Starting with the 2015 grant, latitude and longitude positions must be submitted for each original public land survey corner or protracted public land survey corner at the time it is monumented, remonumented or maintained. Latitude and longitude values must be reported to a minimum accuracy of 0.001 seconds of arc. Coordinate values must be obtained either:

1. Directly from a Continuously Operating Reference Station (CORS), or
2. From supplemental control established from CORS, or

3. From supplemental control established from other NGS horizontal control stations.

The following information must be published on the Land Corner Recordation Certificate.

Latitude: 00M00"00.000"

Longitude: 00M00"00.000"

Estimated Reputability/ Accuracy: 0.25'

Datum and Adjustment Year:

Epoch Date: 00-MMM-YYYY

Date of Observation: DD-MMM-YYYY

Method of Survey: Narrative explanation

8. Indemnification. CONTRACTOR shall indemnify, defend and hold harmless the County its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services by CONTRACTOR under this Agreement or that may be sustained in or upon the County owned or leased premises from any actions or omissions of CONTRACTOR. Such indemnification shall survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities granted by law.

9. Insurance. CONTRACTOR, shall at its sole expense, obtain and maintain in full force and effect at all times during the term of this Agreement, the following insurance coverages, in a form acceptable to the County, with responsible insurance companies licensed and admitted to do business in the State of Michigan. CONTRACTOR shall provide the COUNTY with proof of insurance prior to commencement of this Agreement.

A. General Liability Insurance. General liability insurance with limits of liability not less than \$1,000,000 per occurrence for the protection of the COUNTY and the State of Michigan against all claims, liabilities, obligations, damages, claims, judgments, costs and expenses, damages, and expenses for bodily injury or death, personal injury and/or damage to property that may arise out of CONTRACTOR's negligent act, error or wrongful conduct incident to or arising out of the services provided under this Agreement, or that may be sustained in or upon the COUNTY premises and the State of Michigan (and its agents and employees) from any actions or omissions of CONTRACTOR (or anyone directly or indirectly employed by it).

B. Motor Vehicle Liability. Motor vehicle liability insurance of \$1,000,000 per occurrence and aggregate, including Michigan no-fault coverages.

C. Each insurance policy shall name the County as an Additional Insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the County.

10. Sufficiency of Performance. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without willful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this Agreement. In the event of CONTRACTOR's failure

to timely perform the services under this Agreement, the COUNTY may, upon notice to CONTRACTOR, seek alternative means of obtaining the services.

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

A. By mutual written agreement of the parties; or

B. In the event of default or breach of this Agreement by either party, the other party may terminate this contract immediately.

C. Either party may terminate this Agreement, with or without cause, upon 30 days prior written notice to the party.

12. Effect of Termination. In the event of termination of this Agreement pursuant to Section 11, CONTRACTOR will be entitled to the monies provided herein only through date of termination.

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

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

If to: Brand Land Surveying LLC:  
Ronald C. Brand, PS,  
Owner  
533 Greenfield Drive  
Gaylord, Michigan 49735

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

AGREED to this Ninth day of February, 2016, at Gaylord, Michigan.

OWNER: COUNTY OF OTSEGO  
225 W. Main Street  
Gaylord, MI 49735

CONTRACTOR: BRAND LAND  
SURVEYING LLC  
533 Greenfield Drive  
Gaylord, MI 49735

By: \_\_\_\_\_  
Kenneth Borton, Chair  
Otsego County Commissioner

By: \_\_\_\_\_  
Ronald C. Brand, PS  
Owner

Approved as to Form

Approved as to Form

By: \_\_\_\_\_  
John M. Burt,  
Otsego County Administrator

By: \_\_\_\_\_  
Marlene K. Hopp,  
Otsego County Grant Administrator

**OTSEGO COUNTY  
Board of Commissioners**



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  Planning Commission Appointment (Caverson)	<b>AGENDA DATE:</b>  February 9, 2016
<b>AGENDA PLACEMENT:</b>  Consent Agenda, D.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  John Burt, County Administrator	<b>ATTORNEY REVIEW:</b>  No

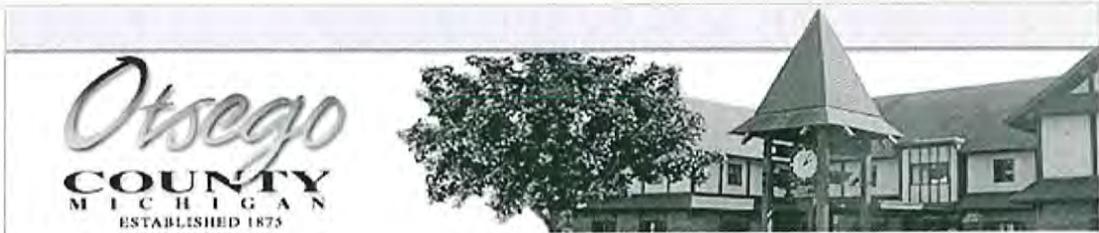
**BACKGROUND/DISCUSSION:**

Gary Hendershot's term on the Planning Commission was to end on December 31, 2016. He has since announced his resignation. Hayes Township has requested that he be replaced by Jason Caverson.

**RECOMMENDATION:**

Staff requests that Jason Caverson be appointed to the Otsego County Planning Commission for a term to end on December 31, 2016.

**From:** Otsego County <news@otsegocountymi.gov>  
**Sent:** Monday, February 01, 2016 1:21 PM  
**To:** Susan Premo; John M. Burt  
**Subject:** Application For Appointment to Committees, Boards and Commissions



**Application For Appointment to Committees, Boards and Commissions**

**Submitted Information**

<b>Date Submitted</b>	02 / 01 / 2016
<b>To which committee, board or commission are you seeking appointment? Fill out one form for each committee/board/commission.</b>	Otsego County Planning Commission
<b>Name</b>	Jason Caverson
<b>Address</b>	9968 Mt Frederick Road
<b>City</b>	Gaylord
<b>State</b>	MI
<b>Zip</b>	49735
<b>Phone</b>	231-585-7038
<b>Date available for appointment</b>	2 / 1 / 2016
<b>County Commission District</b>	8
<b>I am a registered voter in Otsego County</b>	Yes
<b>If yes, which township, city or village?</b>	Hayes
<b>List boards, commissions, committees or community service organizations that you</b>	Currently a member of the Otsego County Remonumentation Peer Review Group. Former President for the Wilderness Valley Property

<b>are currently serving or have served upon, offices held and in what municipality or county</b>	Owners Association. Former President of the NE Chapter of Michigan Society of Professional Surveyors.
<b>List any employment experience or education that, in your opinion, best qualifies you for this appointment. List job titles, duties (current and past), level of education and any certificates or degrees you have obtained</b>	I have a bachelors degree in Surveying Engineering from Ferris State University. I am a licensed surveyor that has worked for a large engineering firm for the last 19 years. During this time I have been involved in several types of development for various communities, including private residential, resort, retail, industrial, commercial and municipal.
<b>I have worked for Otsego County before</b>	Yes
<b>If yes, please list dates and name(s) of departments</b>	As a member of the Otsego County Remonumentation Peer Review Group from 2014 to current.
<b>I am aware of potential conflicts of interest</b>	Yes
<b>If yes, please indicate potential conflicts</b>	My company has represented clients before the Otsego County Planning Commission for approvals of several projects. Should this happen, I would have to abstain from any voting relating any of my clients.
<b>Please provide information about specific training, education, experience or interests you possess that qualify you as an appointee to the position you seek</b>	Having worked with planners, developers, municipalities and private citizens on several projects requiring variances or approvals, I have garnered a great understanding of the role of the planning commission.
<b>Otsego County Building 225 W Main Gaylord, MI 49735 989-731-7520 - Phone</b>	

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To guarantee receipt of our emails (and to ensure they aren't send to trash or junk folders), Please add [news@otsegocountymi.gov](mailto:news@otsegocountymi.gov) to your address book.

HAYES TOWNSHIP, OTSEGO COUNTY  
MARY SANDERS, SUPERVISOR/ASSESSOR  
7200 HAYES TOWER ROAD  
GAYLORD, MI 49735

Land Use Services  
Vern Schlaud, Director  
1322 Hayes Road  
Gaylord, MI 469735

February 4, 2016

Dear Vern,

Hayes Township would like to recommend Jason Caverson for the appointment to fill the term of Gary Hendershot on the planning commission.

As you are aware, Gary is moving to Tennessee and has submitted his resignation letter. We have searched for a qualified person to fill this important position.

Jason has provided the application for this planning commission opening to the Board of Commissioners. I feel that Jason has the background, the history, and the knowledge to be a meaningful person on the planning commission.

We would appreciate his appointment on the planning commission representing Hayes Township.

Thank you for your consideration into this matter.

Sincerely,

Mary Sanders

Cc John Burt  
Ken Borton

**OTSEGO COUNTY  
Board of Commissioners**



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  Groen Nature Preserve Easement Request	<b>AGENDA DATE:</b>  February 9, 2016
<b>AGENDA PLACEMENT:</b>  Committee Reports, A. Parks and Recreation Commission	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  John Burt, County Administrator	<b>ATTORNEY REVIEW:</b>  Yes

**BACKGROUND/DISCUSSION:**

Paxton Resources, LLC has requested a Right-of-Way easement at the Louis M. Groen Nature Preserve. The easement would be to allow the placement of an underground utility line outside of the fenced area in the northeast corner of the property. The request was reviewed by legal counsel and the Otsego Conservation District to ensure the request is in compliance with the Conservation Easement placed on the property.

The Parks and Recreation Commission will review the request at their regular meeting on Monday, February 8. Board of Commissioners action at the February 9 meeting is contingent upon input from the Parks and Recreation Commission.

**RECOMMENDATION:**

Staff requests approval of the easement request as requested.

**RIGHT-OF-WAY GRANT**

FOR AND IN CONSIDERATION OF THE SUM of \$10.00 and other valuable consideration payable upon commencement of activities on the property described below, receipt of which is hereby acknowledged, **COUNTY OF OTSEGO, MICHIGAN**, of 225 W. Main St., Gaylord, Michigan 49735, hereinafter referred to as "Grantor" does hereby grant, convey and warrant unto **PAXTON RESOURCES, LLC**, of 132 North Otsego Avenue, Gaylord, Michigan 49735, its successors and assigns, hereinafter referred to as "Grantee", an exclusive right-of-way to survey and bore to install, construct, test, operate, inspect, maintain, protect, repair, replace, alter, relocate, change the size of or remove pipelines and appurtenances, along a route as shown on the attached Exhibit "A" and to be located within the existing county road easement and on the north side of the fence that currently exists on said property, under, across and through real estate situated in the County of Otsego, State of Michigan, described as follows:

Township 30 North, Range 1 West (Charlton Township)

Section 16: A parcel in the Northeast corner of the E/2NW/4 as shown on the attached Exhibit "A"

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement is exercised and so long thereafter as any pipeline installed hereunder is used or remains therein.

Grantee shall not interfere with the use of said premises by Grantor for normal activities as enjoyed at time of construction, except in the exercise of the rights granted hereunder. In the event of any collateral damage, Grantee shall replace in a good and workmanlike manner all fences disturbed or cut in the construction, maintenance or operation of the pipelines laid hereunder. Grantee shall install all pipelines below normal plow depth and if any land is disturbed by Grantee, it shall be restored by Grantee to as near original condition as is practical.

All rights, privileges and obligations created by this instrument shall inure to the benefit of and be binding upon the heirs, devisees, administrators, executors, successors and assigns of the Grantor and Grantee.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

WITNESSES:

COUNTY OF OTSEGO, MICHIGAN

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

BY: \_\_\_\_\_

**ACKNOWLEDGMENT**

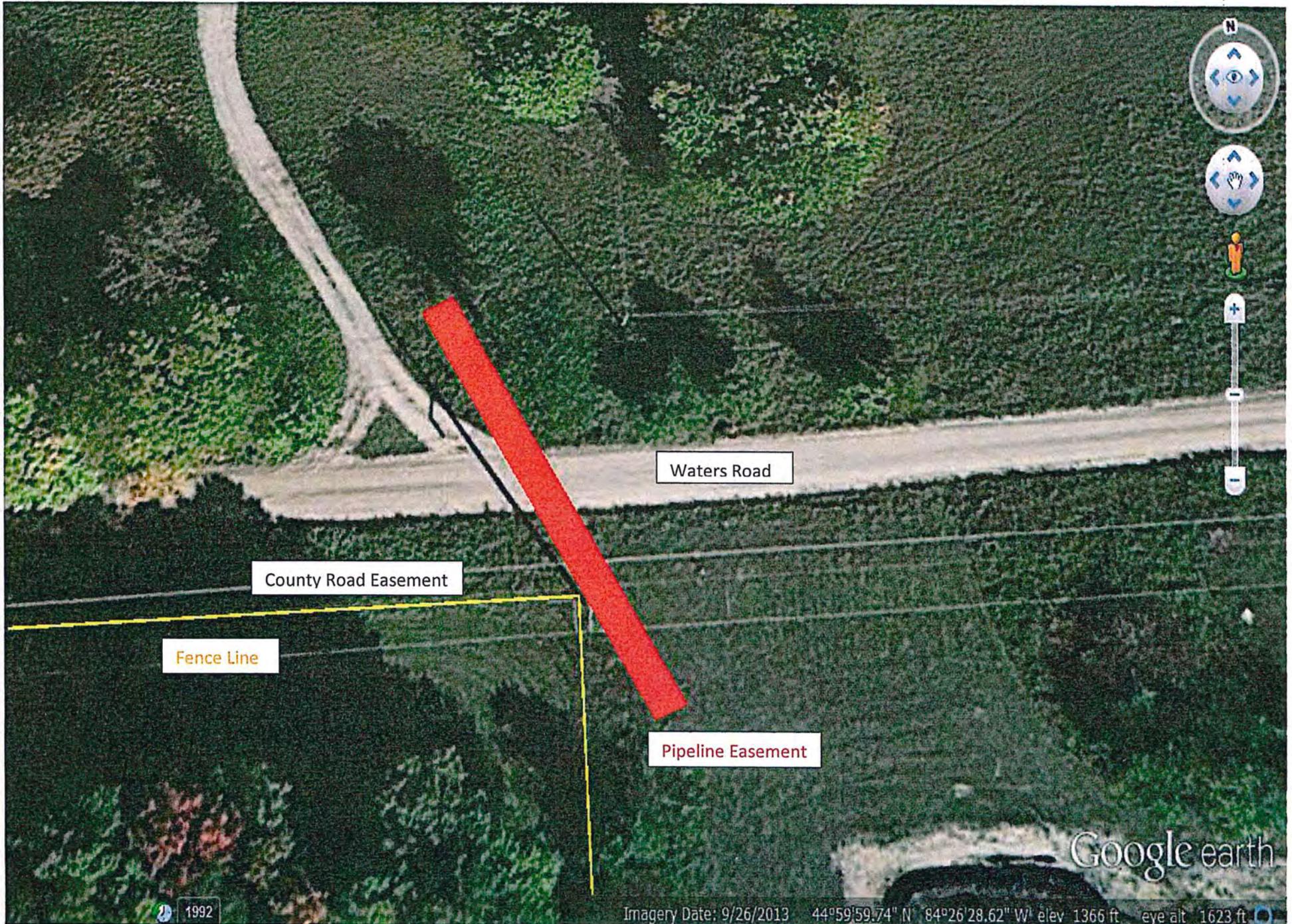
STATE OF MICHIGAN        )  
  ) SS  
COUNTY OF OTSEGO        )

This foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, as \_\_\_\_\_ of County of Otsego, Michigan.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
In and for Otsego County, Michigan  
Acting in Otsego County, Michigan



Waters Road

County Road Easement

Fence Line

Pipeline Easement

Google earth

Imagery Date: 9/26/2013 44°59'59.74" N 84°26'28.62" W elev 1366 ft eye alt 1623 ft

EXHIBIT A

**OTSEGO COUNTY**  
**Board of Commissioners**



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  February 2, 2016 Warrant	<b>AGENDA DATE:</b>  February 9, 2016
<b>AGENDA PLACEMENT:</b>  New Business, A. Financials, Item 1	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  Rachel Frisch, Finance Director/Assistant Administrator	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

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

The January 29, 2016 Special Warrant: Totaling \$2,500

The February 2, 2016 Warrant: Totaling \$57,531.32.

The total of the two warrants is \$60,031.32.

**RECOMMENDATION:**

Staff requests approval of the warrants as detailed above with a total amount of \$60,031.32.

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/02/2016	AP	1423(E)	CONSUMERS ENERGY	203851754674 CENTER ELECTRIC BILL	208-752-930.620	602.28
		1423(E)		100000163053	637-265-930.620-CRTHS00000	3,459.41
		1423(E)		103015852710	637-265-930.620-INFO CTR00	124.64
						4,186.33
02/02/2016	AP	60247	7TH PROBATE FAMILY COURT	YAEGER, ANDERSON, CAROEN &	292-662-930.810	9,800.00
02/02/2016	AP	60248	AIRGAS USA LLC	CYLINDER RENTAL # 9933021054	281-537-920.410	33.01
02/02/2016	AP	60249	AMERICAN WASTE	AIRPORT TRASH PICK UP # 1322824	281-537-920.410	115.00
02/02/2016	AP	60250	ARROW UNIFORM RENTAL	BROWN CARPET RENTAL AIRPORT #	281-537-920.410	36.66
02/02/2016	AP	60251	CATHERINE ISBELL	11-31-DL T.DAY TRANSPORT ON	101-134-930.500	178.20
		60251		11-31-DL T.DAY TRANSPORT ON	101-134-940.010	75.00
		60251		11-31-DL T.DAY TRANSPORT ON	292-662-930.500	40.50
		60251		11-31-DL T.DAY TRANSPORT ON	292-662-930.830	21.00
						314.70
02/02/2016	AP	60252	CHARLES KLEE	PLANNING COMMISSION	101-721-703.040	40.00
		60252		PLANNING COMMISSION	101-721-930.500	6.00
						46.00
02/02/2016	AP	60253	CHARTER COMMUNICATIONS	INMATE CABLE FOR DEC 2015	595-351-726.000	132.70
02/02/2016	AP	60254	CITY OF GAYLORD	WATER BILL	208-752-920.200	49.60
		60254		540 S ILLINOIS	212-430-920.200	33.90
		60254		WATER BILL AIRPORT	281-537-920.200	20.57
		60254		001254-0000-02 DECEMBER	588-699-920.200	66.27
		60254		WATER/SEWAGE	637-265-920.200-ALPCT00000	865.26
		60254		WATER/SEWAGE	637-265-920.200-CRTHS00000	395.08
		60254		WATER/SEWAGE	637-265-920.200-INFO CTR00	34.13
						1,464.81
02/02/2016	AP	60255	DELTA DENTAL OF MICHIGAN	MI001160001 FEBRUARY	101-131-704.110	625.65
		60255		MI001160001 FEBRUARY	101-136-704.110	76.78
		60255		MI001160001 FEBRUARY	101-148-704.110	97.31
		60255		MI001160001 FEBRUARY	215-141-704.110	479.60
		60255		MI001160001 FEBRUARY	292-662-704.110	214.09
		60255		MI001160001 FEBRUARY	704-000-231.261	373.36
						1,866.79
02/02/2016	AP	60256	DTE ENERGY	AIRPORT 00055-00014-00048	281-537-930.610	1,126.15
02/02/2016	AP	60257	FRANCES NOWAK	PLANNING COMMISSION	101-721-703.040	40.00
		60257		PLANNING COMMISSION	101-721-930.500	7.50
						47.50

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO  
 CHECK DATE FROM 02/02/2016 - 02/02/2016

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/02/2016	AP	60258	FRONTIER	JAN 2016 9897052645020712-5	212-430-930.210	74.59
		60258		ACCNT 989-732-7858-011910-5	261-427-930.210	172.27
						246.86
02/02/2016	AP	60259	FUN COUNTRY SCREENPRINT	YOUTH FITNESS ACADAMY SUPPLIES (T-	292-662-726.000	100.00
02/02/2016	AP	60260	GARY HENDERSHOT	PLANNING COMMISSION	101-721-703.040	40.00
		60260		PLANNING COMMISSION	101-721-930.500	17.00
						57.00
02/02/2016	AP	60261	GAYLORD ARFF INC	AIRPORT BILLING FOR FEB 2016	281-537-940.010	11,519.40
02/02/2016	AP	60262	GREAT LAKES ENERGY	GROEN ELECTRIC	209-751-930.620	153.45
02/02/2016	AP	60263	JAMES WILLIAM COOK	R#91921; 102523	701-000-271.000	180.04
02/02/2016	AP	60264	JAMMIE LYNN TRUAX	15-68-NA NEVES PLACEMENT 12/1/15	292-662-930.700	638.29
02/02/2016	AP	60265	JUDITH JARECKI	PLANNING COMMISSION	101-721-703.040	40.00
		60265		PLANNING COMMISSION	101-721-930.500	15.50
						55.50
02/02/2016	AP	60266	KENNETH ARNDT	PLANNING COMMISSION	101-721-703.040	40.00
		60266		PLANNING COMMISSION	101-721-930.500	5.00
						45.00
02/02/2016	AP	60267	LUTHERAN CHILD & FAMILY	12-10-NA BAILEY PLACEMENT 12/1/15	292-662-930.810	1,626.88
02/02/2016	AP	60268	MGT OF AMERICA, INC	FOC 4TH QTR FY 2015 (OCT-DEC 2015)	215-141-801.020	1,300.00
02/02/2016	AP	60269	MI COUNTIES WORKERS	MEMBER 760 2016 1ST QTR	101-131-704.600	553.22
		60269		MEMBER 760 2016 1ST QTR	101-133-704.600	115.56
		60269		MEMBER 760 2016 1ST QTR	215-141-704.600	425.87
		60269		MEMBER 760 2016 1ST QTR	292-662-704.600	515.35
						1,610.00
02/02/2016	AP	60270	OTSEGO COUNTY BUS SYSTEM	ALTERNATIVE EDUCATION BUS -	292-662-940.010	122.50
02/02/2016	AP	60271	OTSEGO COUNTY UNITED WAY	JUVENILE COMMUNITY SERVICE PROGRAM	292-662-940.010	1,250.00
02/02/2016	AP	60272	PAUL HARTMANN	PLANNING COMMISSION	101-721-703.040	40.00
		60272		PLANNING COMMISSION	101-721-930.500	10.00
						50.00
02/02/2016	AP	60273	POINT OF PEACE COUNSELING	14-63-DL A.ANDERSON COUNSELING -	292-662-940.010	140.00
02/02/2016	AP	60274	REDWOOD TOXICOLOGY LABORATORY	DECEMBER 2015 DRUG COURT DRUG	101-133-940.010	314.55
02/02/2016	AP	60275	ROBERTA THOLL	PLANNING COMMISSION	101-721-703.040	40.00
		60275		PLANNING COMMISSION	101-721-930.500	1.00
						1.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
						41.00
02/02/2016	AP	60276	ROSCOMMON COUNTY	13-105-DL CAROEN PLACEMENT 12/8/15	292-662-930.810	3,528.00
02/02/2016	AP	60277	SCOTT T BEATTY	JANUARY 2016 FOC REFEREE HEARINGS	215-141-940.010	2,400.00
02/02/2016	AP	60278	SOUL PURPOSE COUNSELING &	DECEMBER 2015 MENTAL HEALTH	101-133-940.010	700.00
		60278		14-14-DL RAPPLEY COUNSELING -	292-662-940.010	70.00
						<u>770.00</u>
02/02/2016	AP	60279	TERRANCE M COTTLE	DECEMBER 2015 MENTAL HEALTH	101-133-940.010	1,360.00
02/02/2016	AP	60280	TURNING POINT	13-11-DL OSBORNE PLACEMENT	292-662-930.810	10,006.18
02/02/2016	AP	60281	UCMAN	PORT FEE AIRPORT #2045	281-537-920.410	16.00
02/02/2016	AP	60282	WALMART COMMUNITY GEMB	00247 007478	212-430-726.000	349.84
02/02/2016	AP	60283	WAYNE ISBELL	11-31-DL T.DAY TRANSPORT ON	101-134-940.010	75.00
		60283		14-14-DL RAPPLEY TRANSPORT ON	292-662-930.830	21.00
						<u>96.00</u>
02/02/2016	AP	60284	WILLARD L BROWN	PLANNING COMMISSION	101-721-703.040	40.00
		60284		PLANNING COMMISSION	101-721-930.500	20.00
						<u>60.00</u>
02/02/2016	AP	60285	WINN TELECOM	ACCT#9897326108	261-427-930.210	63.34
		60285		989-705-1786 JANUARY	588-699-930.210	261.84
						<u>325.18</u>
			TOTAL - ALL FUNDS	TOTAL OF 40 CHECKS		57,531.32

--- GL TOTALS ---

101-131-704.110	HOSPITALIZATION	625.65
101-131-704.600	WORKERS COMPENSATION	553.22
101-133-704.600	WORKERS COMPENSATION	115.56
101-133-940.010	OUTSIDE CONTRACTED SERVICES	2,374.55
101-134-930.500	TRAVEL	178.20
101-134-940.010	OUTSIDE CONTRACTED SERVICES	150.00
101-136-704.110	HOSPITALIZATION	76.78
101-148-704.110	HOSPITALIZATION	97.31
101-721-703.040	PER DIEM	320.00
101-721-930.500	TRAVEL	82.00
208-752-920.200	WATER/SEWAGE	49.60
208-752-930.620	ELECTRICITY	602.28
209-751-930.620	ELECTRICITY	153.45
212-430-726.000	SUPPLIES - GENERAL	349.84
212-430-920.200	WATER/SEWAGE	33.90
212-430-930.210	TELEPHONE	74.59

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
215-141-704.110				HOSPITALIZATION		479.60
215-141-704.600				WORKERS COMPENSATION		425.87
215-141-801.020				PROFESSIONAL		1,300.00
215-141-940.010				OUTSIDE CONTRACTED SERVICES		2,400.00
261-427-930.210				TELEPHONE		235.61
281-537-920.200				WATER/SEWAGE		20.57
281-537-920.410				SERVICE CONTRACTS		200.67
281-537-930.610				NATURAL GAS		1,126.15
281-537-940.010				OUTSIDE CONTRACTED SERVICES		11,519.40
292-662-704.110				HOSPITALIZATION		214.09
292-662-704.600				WORKERS COMPENSATION		515.35
292-662-726.000				SUPPLIES - GENERAL		100.00
292-662-930.500				TRAVEL		40.50
292-662-930.700				ROOM AND BOARD		638.29
292-662-930.810				OTHER INSTITUTIONS		24,961.06
292-662-930.830				SVCS OF CARE GIVER		42.00
292-662-940.010				OUTSIDE CONTRACTED SERVICES		1,582.50
588-699-920.200				WATER/SEWAGE		66.27
588-699-930.210				TELEPHONE		261.84
595-351-726.000				SUPPLIES - GENERAL		132.70
637-265-920.200-ALPCT00000				WATER/SEWAGE		865.26
637-265-920.200-CRTHS00000				WATER/SEWAGE		395.08
637-265-920.200-INFO CTR00				WATER/SEWAGE		34.13
637-265-930.620-CRTHS00000				ELECTRICITY		3,459.41
637-265-930.620-INFO CTR00				ELECTRICITY		124.64
701-000-271.000				RESTITUTIONS PAYABLE		180.04
704-000-231.261				HEALTH CARE CONTRIBS COURT		373.36

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Total for fund 101 GENERAL FUND	4,573.27
Total for fund 208 PARKS AND RECREATION	651.88
Total for fund 209 GROEN NATURE PRESERVE FUND	153.45
Total for fund 212 ANIMAL CONTROL	458.33
Total for fund 215 FRIEND OF THE COURT	4,605.47
Total for fund 261 911 SERVICE FUND	235.61
Total for fund 281 AIRPORT	12,866.79
Total for fund 292 CHILD CARE FUND	28,093.79
Total for fund 588 TRANSPORTATION FUND	328.11
Total for fund 595 JAIL COMMISSARY	132.70
Total for fund 637 BUILDING AND GROUNDS	4,878.52
Total for fund 701 GENERAL AGENCY	180.04
Total for fund 704 PAYROLL IMPREST FUND	373.36
	57,531.32

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
01/22/2016	AP	60245	CLIMATE ENGINEERING LLC	PROPOSAL #818	293-689-930.999	500.00
		60245		PROPOSAL #818	294-683-930.999	1,500.00
						<u>2,000.00</u>
01/22/2016	AP	60246	OTSEGO COUNTY TREAS	PARTIAL PAYMENT 2013 DELINQUENT	293-689-930.999	500.00
			TOTAL - ALL FUNDS	TOTAL OF 2 CHECKS		2,500.00
--- GL TOTALS ---						
				MISC OTHER SERVICES	1,000.00	
				MISC OTHER SERVICES	1,500.00	

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Total for fund 293 SOLDIERS' RELIEF FUND	1,000.00
Total for fund 294 VETERANS' TRUST FUND	1,500.00
	2,500.00

**OTSEGO COUNTY  
Board of Commissioners**



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  February 9, 2016 Warrant	<b>AGENDA DATE:</b>  February 9, 2016
<b>AGENDA PLACEMENT:</b>  New Business, A. Financials, Item 2	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  Rachel Frisch, Finance Director/Assistant Administrator	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

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

The February 9, 2016 Warrant: Totaling \$447,948.82.

**RECOMMENDATION:**

Staff requests approval of the warrants as detailed above with a total amount of \$447,948.82.

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/09/2016	AP	1424 (E)	CONSUMERS ENERGY	ACCT#1000 7019 9300 (621 GARFIELD	226-528-930.620-PROG000000	49.98
		1424 (E)		MULTIPLE AIRPORT ACCOUNTS	281-537-930.620	2,948.42
		1424 (E)		100000513331	637-265-930.620-ALPCT00000	5,237.56
		1424 (E)		100054288418	637-265-930.620-LNDUS00000	603.66
						8,839.62
02/09/2016	AP	1425 (E)	ELAN	ADMIN CC STMT	101-101-726.000	12.23
		1425 (E)		1/4/2016-1/11/2016	101-101-930.500	75.07
		1425 (E)		ACTIVITY 12/15/15-12/31/15	101-131-726.000	884.00
		1425 (E)		ACTIVITY 1/1/16-1/14/16	101-253-726.000	17.50
		1425 (E)		1/4/2016-1/11/2016	101-267-801.020	10.00
		1425 (E)		12/23/2015-1/13/2016	101-301-704.400	395.00
		1425 (E)		12/23/2015-1/13/2016	101-301-726.000	129.52
		1425 (E)		12/23/2015-1/13/2016	101-301-726.050	232.58
		1425 (E)		12/23/2015-1/13/2016	101-301-930.600	29.99
		1425 (E)		12/23/2015-1/13/2016	101-334-726.000	1.68
		1425 (E)		12/23/2015-1/13/2016	101-351-726.000	95.29
		1425 (E)		12/23/2015-1/13/2016	101-351-726.015	147.91
		1425 (E)		12/23/2015-1/13/2016	101-351-930.700	25.32
		1425 (E)		1/4/2016-1/11/2016	208-752-726.000	176.81
		1425 (E)		ADMIN CC STMT	212-430-726.046	239.98
		1425 (E)		12/23/2015-1/13/2016	264-362-704.400	395.00
		1425 (E)		1/4/2016-1/11/2016	281-537-726.000	643.93
		1425 (E)		ADMIN CC STMT	499-901-970.300-ADMIN_RMDL	9.97
		1425 (E)		ADMIN CC STMT	499-901-970.300-WELLNESS__	345.65
		1425 (E)		ACTIVITY 12/15/15-12/31/15	516-253-726.000	739.74
		1425 (E)		ACTIVITY 12/15/15-12/31/15	516-253-930.600	250.00
		1425 (E)		ACTIVITY 1/1/16-1/14/16	616-253-726.000	17.50
		1425 (E)		ACTIVITY 12/15/15-12/31/15	617-253-726.000	739.74
		1425 (E)		ADMIN CC STMT	637-265-726.050	56.00
		1425 (E)		1/4/2016-1/11/2016	645-172-920.400	29.95
		1425 (E)		ADMIN CC STMT	645-172-930.450	30.30
		1425 (E)		ADMIN CC STMT	645-172-930.500	10.61
						5,741.27
02/09/2016	AP	1426 (E)	MUNICIPAL EMPLOYEES	INVOICE #00054677-13 DUE	704-000-231.700	47,264.80
02/09/2016	AP	1427 (E)	MUNICIPAL EMPLOYEES	JANUARY 2016 COURT MERS	704-000-231.700	10,096.23
02/09/2016	AP	1428 (E)	MUNICIPAL EMPLOYEES	JANUARY 2016 COURT	704-000-231.700	883.57
02/09/2016	AP	60286	87-A DISTRICT COURT- IMPREST	15-31911-SM-3 PEOPLE V JONATHAN	101-131-930.940	8.00
02/09/2016	AP	60287	AIRNAV. LLC	WEB AD FOR GAYLORD AIRPORT	281-537-930.300	374.00
02/09/2016	AP	60288	ALPINE COLLISION INC	INVOICE # 42969 TAHOE REPAIR	281-537-920.400	100.05
02/09/2016	AP	60289	ALPINE LOCKSMITH	INV#551272 (5 KEYS MADE FOR JURY	637-265-726.000	12.50

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO  
 CHECK DATE FROM 02/09/2016 - 02/09/2016

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/09/2016	AP	60290	AMERICAN WASTE	GARBAGE PICK UP	637-265-920.410	185.00
02/09/2016	AP	60291	ARTS AUTO ELECTRIC SERVICE	01LR4981 STOCK	588-699-726.050	199.75
02/09/2016	AP	60292	AUTO VALUE GAYLORD	259-301846 STOCK	588-699-726.050	70.74
02/09/2016	AP	60293	BARBARA J GOWARD	GUARDIANSHIP REVIEW	101-131-930.830	30.00
02/09/2016	AP	60294	BELLROC TIRE SERVICES	48559 STOCK	588-699-726.050	821.80
02/09/2016	AP	60295	BLUEGLOBES LLC	GAYLORD AIRPORT INV# GLR 21014	281-537-726.000	343.17
02/09/2016	AP	60296	BRADLEY J. BUTCHER	REST PMT BY CONNIE JOSEPH 05-16547	701-000-271.130	100.00
02/09/2016	AP	60297	BRUCE TILLINGER	SERVICES THROUGH 02/02/16	249-371-801.027	650.00
02/09/2016	AP	60298	CATHERINE ISBELL	13-106-DL JUSTUS TRANSPORT ON	101-134-930.500	124.20
		60298		13-106-DL JUSTUS TRANSPORT ON	101-134-940.010	54.00
		60298		14-63-DL A.ANDERSON TRANSPORT ON	292-662-930.500	102.60
		60298		14-63-DL A.ANDERSON TRANSPORT ON	292-662-930.830	60.00
						340.80
02/09/2016	AP	60299	CCP INDUSTRIES INC	IN01617563 SAFETY GLOVES	588-699-726.046	95.62
02/09/2016	AP	60300	COLLEEN SAMKOWIAK	REST PMT BY SARAH BROWN 15-32355-	701-000-271.130	191.90
02/09/2016	AP	60301	CONNIE MURPHY	DHS BOARD MTG	290-670-703.040	40.00
		60301		DHS BOARD MTG	290-670-930.500	27.00
						67.00
02/09/2016	AP	60302	COUNTY EQUALIZATION SERVICES	INV#2005-2016	101-257-801.025	5,000.00
02/09/2016	AP	60303	CRAWFORD COUNTY TREASURER	DECEMBER 2015 TRI-COUNTY EXPENSE	101-131-940.111	15,127.88
		60303		DECEMBER 2015 TRI-COUNTY EXPENSE	215-141-940.111	1,532.87
						16,660.75
02/09/2016	AP	60304	CROSSROADS INDUSTRIES	SHREDDING SERVICES	101-101-726.000	35.00
		60304		SHREDDING SERVICES	101-215-726.000	25.00
		60304		SHREDDING SERVICES	101-267-920.410	35.00
		60304		SHREDDING SERVICES	101-301-920.410	35.00
		60304		SHREDDING SERVICES	101-681-726.000	4.20
						134.20
02/09/2016	AP	60305	CRUISERS	FORD REPLACEMENT STROBE TUBE	101-301-726.050	54.56
02/09/2016	AP	60306	CUMMINGS, MCCLOREY, DAVIS &	DECEMBER 2015 LEGAL FEES	260-270-801.020	1,778.00
02/09/2016	AP	60307	DELUXE BUSINESS CHECKS	BOND CHECKS	101-131-726.000	201.79
02/09/2016	AP	60308	DIANA M BOYD	GUARDIANSHIP REVIEW HEARING ON	101-131-930.500	3.00
		60308		GUARDIANSHIP REVIEW HEARING ON	101-131-930.830	60.00

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO  
 CHECK DATE FROM 02/09/2016 - 02/09/2016

Check Date	Bank	Check #	Payee	Description	GL #	Amount
						63.00
02/09/2016	AP	60309	DIANNE M. TURNER	COUNTY BURIAL ALLOWANCE, VETERAN	101-681-930.960	300.00
02/09/2016	AP	60310	DR MICHAEL MCNAMARA DO	ME PROFESSIONAL SERVICES	101-648-801.020	5,000.00
02/09/2016	AP	60311	DUANE HARTMAN	REST PMT BY TREVOR PRUSAKIEWICZ 15	701-000-271.130	440.00
02/09/2016	AP	60312	DUNNS	4 PART PAPER	101-131-726.000	514.77
		60312		STEP STOOL	101-131-726.025	62.99
		60312		POCKET FILE FOLDERS, SIGN HERE	101-131-940.111	57.66
		60312		POCKET FILE FOLDERS, SIGN HERE	101-145-726.000	14.15
		60312		DEPT 406; INV 816196, 815977,	101-267-726.000	327.37
		60312		INV. 815882; 12-8-2015; DEPT 3589;	101-267-930.983	51.97
		60312		INV#819139-0 (SUPPLIES FOR PUDVAN	101-648-726.000	297.98
		60312		MSUE/CONS COPIER	101-864-920.410	192.00
		60312		818811	212-430-726.000	81.99
		60312		SUPPLIES - TONER	249-371-726.000	741.63
		60312		INDEX TABS AND PAPER	281-537-726.000	81.20
		60312		POCKET FILE FOLDERS, SIGN HERE	292-662-726.000	7.49
		60312		INV#818063-0 (CONFERENCE TABLE FOR	499-901-970.300-ADMIN_RMDL	625.00
		60312		8187780 C. PAPER, NOTE PADS, TABS;	588-699-726.000	146.49
						<u>3,202.69</u>
02/09/2016	AP	60313	ESPAR OF MICHIGAN	24821 STOCK	588-699-726.050	372.14
02/09/2016	AP	60314	EXTREME POWER SPORTS	INV#94712639 6 EBC BRAKE PADS V-	101-332-920.400	173.88
02/09/2016	AP	60315	FRONTIER	ACCT#231-189-0447-031698-5	261-427-930.210	528.59
02/09/2016	AP	60316	FRONTIER	989-732-5130-052208-5 JANUARY 2016	101-131-930.210	66.23
02/09/2016	AP	60317	GALLS INC AN ARAMARK CO	004673061 004724598 004741684	212-430-726.046	634.91
02/09/2016	AP	60318	GASLIGHT MEDIA	INV#51409 \$85 & INV#51427 \$50	101-228-801.020	135.00
		60318		INV#51467 (50% OF PROJECT)	266-901-970.450	5,450.00
						<u>5,585.00</u>
02/09/2016	AP	60319	GAYLORD ARFF INC	INV#02012016-01	226-528-940.010-PROG000000	500.00
02/09/2016	AP	60320	GAYLORD CITY TREASURER	211D DISTRICT COURT MONTH END -	701-000-221.000	221.10
02/09/2016	AP	60321	GAYLORD COMMUNITY FUNERAL	COUNTY BURIAL ALLOWANCE, VETERAN	101-681-930.960	300.00
02/09/2016	AP	60322	GAYLORD FAMILY PRACTICE	INMATE MED SERVICE F/ANNIS, TYLER	101-351-930.470	84.00
02/09/2016	AP	60323	GBS INC	INV#16-24606	101-262-726.000	149.19
02/09/2016	AP	60324	GILL ROYS HARDWARE	AIRPORT MULTIPLE INVOICES	281-537-920.400	59.98
02/09/2016	AP	60325	GREAT DEALS OUTLET	RE-ISSUE VOIDED REST CK#55108	701-000-271.130	95.00
02/09/2016	AP	60326	HOEKSTRA TRANSPORTATION INC	X101008412:01 BUS #12	588-699-726.050	124.67

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO  
 CHECK DATE FROM 02/09/2016 - 02/09/2016

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/09/2016	AP	60327	HON. GEORGE J. MERTZ	MJI SEMINAR IN TROY, MI ON 1/27/16	101-131-940.111	241.58
02/09/2016	AP	60328	ICLE	ID#86229; INV DATE 1-18-16;	101-267-726.200	7.60
02/09/2016	AP	60329	IDENTISYS	INV#283990	263-030-476.050	165.82
02/09/2016	AP	60330	IMPREST CASH, OTSEGO COUNTY	1015 PLATES, 1016 SNOWBRUSHES,	588-699-726.025	85.40
02/09/2016	AP	60331	INDUSTRIAL MARKETING	INVOICE # 040486	281-537-920.400	1,167.35
02/09/2016	AP	60332	INTEGRITY CONSTRUCTION	CONTRACT#2506	499-901-970.300-LAWN	12,487.14
02/09/2016	AP	60333	INTERNATIONAL CODE	BOOKS - PROFESSIONAL	249-371-726.200	874.25
02/09/2016	AP	60334	INTERSTATE BATTERY SYSTEM OF	23392177 STOCK	588-699-726.050	109.95
02/09/2016	AP	60335	J&P HEATING & COOLING LLC	FURNACE REPAIR	249-371-726.050	167.00
02/09/2016	AP	60336	JAMES MOUCH	PROFESSIONAL EDUCATION TRAINING	249-371-704.400	398.00
02/09/2016	AP	60337	JAMMIE LYNN TRUAX	15-68-NA M.NEVES PRESCRIPTION	292-662-930.700	36.99
02/09/2016	AP	60338	JAYS SPORTING GOODS	REST PMT BY VICKI KLEIN 15-32463-	701-000-271.130	109.98
02/09/2016	AP	60339	JEFFERY B PROUX	SERVICES THROUGH 01/29/2016	249-371-801.024	785.00
02/09/2016	AP	60340	JIM WERNIG INC	17394 BUS #24; 17299 STOCK	588-699-726.050	150.99
		60340		REST PMT BY MICHAEL MARSH 15-32123	701-000-271.130	300.00
						450.99
02/09/2016	AP	60341	JIM'S ALPINE AUTOMOTIVE	AIRPORT 1-683887 BLADES AND BULBS	281-537-920.400	10.42
		60341		1-684247 TAHOE #1; SHOP TOOL	588-699-726.050	409.05
						419.47
02/09/2016	AP	60342	JNJ ALPINE AUTOWASH LLC	AUTO WASH	249-371-726.050	23.40
02/09/2016	AP	60343	JOHN FACCHINETTI	01/21/16 VETERANS MEETING PER DIEM	101-682-703.040	40.00
		60343		01/21/16 VETERANS MEETING PER DIEM	101-682-930.500	9.09
						49.09
02/09/2016	AP	60344	JOHNSON OIL COMPANY	REPLACEMENT HEADLAMP BULB FOR	101-301-726.050	41.45
		60344		JAIL TRANS VAN MAINTENANCE	101-351-726.000	154.83
		60344		368827 OIL CHANGE FORD	212-430-726.050	29.95
		60344		AIRPORT FUEL DIESEL/UNLEADED	281-537-930.660	742.22
		60344		AIRPORT FUEL DIESEL/UNLEADED	281-537-930.662	1,213.93
						2,182.38
02/09/2016	AP	60345	JOSEPH SEIFERT	SERVICES THROUGH 02/02/16	249-371-801.026	760.00
02/09/2016	AP	60346	JUDICIAL MANAGEMENT SYSTEMS	WEBSITE MAINTENANCE -	215-141-940.010	25.00
02/09/2016	AP	60347	JUNE ELIZABETH GREVE	FEBRUARY 2016 COURT CLEANING FEE	101-131-726.025	150.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		60347		FEBRUARY 2016 FOC CLEANING FEE	215-141-726.025	150.00
						<u>300.00</u>
02/09/2016	AP	60348	KEVAN D FLORY	SERVICES THROUGH 02/01/16	249-371-801.024	1,275.00
02/09/2016	AP	60349	KOHL'S CORPORATE LOSS	REST PMT BY ROBBIN LARAWAY 08-	701-000-271.130	50.00
02/09/2016	AP	60350	MAAE	FEB AIRPORT MANAGERS CONFERENCE	281-537-930.500	200.00
02/09/2016	AP	60351	MAIER FAMILY FUNERAL HOME	COUNTY BURIAL ALLOWANCE, VETERAN	101-681-930.960	300.00
02/09/2016	AP	60352	MARK L DOBIAS PC	COMMITMENT HEARING ON 1/25/16	101-131-801.022	75.00
02/09/2016	AP	60353	MATTHEW EDWARD MCLAUGHLIN	RESTITUTION PAYMENTS RE-ISSUED BY	701-000-271.130	62.40
02/09/2016	AP	60354	MAXIMUM SECURITY	MARCH - MAY 2016	637-265-920.410	89.97
02/09/2016	AP	60355	MELANIE YOUNGS	DHS BOARD EXPENSES	290-670-703.040	80.00
		60355		DHS BOARD EXPENSES	290-670-930.500	34.00
						<u>114.00</u>
02/09/2016	AP	60356	MICHELLE FRAKES	PROFESSIONAL SERVICES	101-648-801.020	1,120.00
		60356		PROFESSIONAL SERVICES	101-648-930.460	350.00
		60356		PROFESSIONAL SERVICES	101-648-930.500	89.00
						<u>1,559.00</u>
02/09/2016	AP	60357	MICHIGAN ASSOC OF COUNTY	DEFEYTER CLERK DUES 2016	101-215-930.600	200.00
02/09/2016	AP	60358	MICHIGAN STATE	INV#551-460061	261-427-940.010	226,552.00
02/09/2016	AP	60359	MID NORTH PRINTING INC	INV#84272 (GROEN SUMMER & WINTER	209-751-930.300	794.20
		60359		84245	212-430-930.400	124.30
						<u>918.50</u>
02/09/2016	AP	60360	MID STATES BOLT & SCREW CO	INVOICE # 30708626 PLOW BOLTS	281-537-920.400	33.92
02/09/2016	AP	60361	MISTER T'S GLASS	INV. FO032980	637-265-726.050	871.00
02/09/2016	AP	60362	MSF RIDER COURSE INSURANCE	SPONSOR #60251 2016 RIDERCOURSE	101-332-930.100	500.00
02/09/2016	AP	60363	MUSIK HAUS	REST PMT BY MICHAEL MARSH 15-32123	701-000-271.130	50.00
02/09/2016	AP	60364	NICHOLAS JAMES ANTHONY	JANUARY 2016 WEEKEND DRUG TESTER:	101-133-940.010	200.00
02/09/2016	AP	60365	NMCOA	MADCAD SUBSCRIPTION	249-371-726.000	250.00
02/09/2016	AP	60366	NORMAN MUMA	REST PMT BY DAVID ROBERTS 15-32067	701-000-271.130	45.83
02/09/2016	AP	60367	NORTH EXCAVATING & ASPHALTING	INV#13116-2 (SNOW REMOVAL FOR JAN.	226-528-940.010-PROG000000	750.00
02/09/2016	AP	60368	NORTH POINTE PLUMBING &	209426	212-430-726.050	95.00
02/09/2016	AP	60369	NORTHERN IMAGING ASSOCIATES	INMATE MED SERV	101-351-930.470	581.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/09/2016	AP	60370	NORTHERN MICHIGAN REVIEW	PUBLIC HEARING NOTICE/PC	101-721-930.500	90.00
02/09/2016	AP	60371	NORTHERN PUMP SERVICE INC	CLASS B INSPECTION AIRPORT #23995	281-537-920.400	1,100.00
02/09/2016	AP	60372	NORTHWEST MICHIGAN COMMUNITY	INMATE DENTAL SERV F/ISELER, RAY	101-351-930.470	144.00
02/09/2016	AP	60373	NPI WIRELESS	REST PMT BY KENNETH MATHEWS 01-	701-000-271.130	10.00
02/09/2016	AP	60374	OMH MEDICAL GROUP & MEDCAR	INMATE MEDICAL THRU 12/31/15 SEE	101-351-930.470	299.50
02/09/2016	AP	60375	OSI HARDWARE	PHONE PROJECT	266-901-970.435-PHONE	22,456.25
02/09/2016	AP	60376	OTSEGO COUNTY BUS SYSTEM	WORK CAMP VEHICLE WIPER BLADES	205-301-726.050	15.98
02/09/2016	AP	60377	OTSEGO COUNTY ECONOMIC	2016 BUDGET ALLOCATION	101-731-940.010	5,000.00
02/09/2016	AP	60378	OTSEGO COUNTY ROAD COMMISSION	REST PMT BY CHARLES HOLBORN 15-	701-000-271.130	54.40
02/09/2016	AP	60379	OTSEGO MEMORIAL HOSPITAL	OMH INVOICES THRU 12/31/2015	101-351-930.470	2,745.00
02/09/2016	AP	60380	OTWELL MAWBY PC	INVOICE # 15969, LEAD-BASED PAINT	233-690-940.010	450.00
02/09/2016	AP	60381	PATRICIA A. BORDNER	COUNTY BURIAL ALLOWANCE, VETERAN	101-681-930.960	300.00
02/09/2016	AP	60382	PATRIOT STEEL FABRICATION	SRE FLOOR DRAINS #51439	281-537-726.050	48.00
02/09/2016	AP	60383	PAUL COON	REST PMT BY JACQUILINE SEVERANCE 13	701-000-271.130	75.00
02/09/2016	AP	60384	PRO SOURCE RENTAL	REST PMT BY BRIAN MCKEE 15-32447-	701-000-271.130	460.00
02/09/2016	AP	60385	PROSECUTING ATTORNEYS	INV 110599; CHILD SUPPORT CONF	101-268-704.400	180.00
02/09/2016	AP	60386	QUILL CORPORATION	STORAGE BOXES	215-141-726.000	484.56
02/09/2016	AP	60387	ROB LINSTRUM	PROFESSIONAL SERVICES	101-648-801.020	1,250.00
		60387		PROFESSIONAL SERVICES	101-648-930.460	300.00
		60387		PROFESSIONAL SERVICES	101-648-930.500	23.00
						<u>1,573.00</u>
02/09/2016	AP	60388	ROBERT WHITE	REST PMT BY SHANE VANHOOK 15-31194	701-000-271.130	15.00
02/09/2016	AP	60389	ROSCOMMON COUNTY	11-31-DL T.DAY PLACEMENT 1/12/16	292-662-930.810	1,176.00
02/09/2016	AP	60390	SARA SCHMIDT	WALMART MAILING TAPE, 1-7-2016	101-267-726.000	5.97
02/09/2016	AP	60391	SHERRY S HUFF	DHS BOARD MTG	290-670-703.040	80.00
		60391		DHS BOARD MTG	290-670-930.500	69.00
						<u>149.00</u>
02/09/2016	AP	60392	SHYLA MARIE DAY	REST PMT BY DAVID ROBERTS 15-32067	701-000-271.130	45.83
02/09/2016	AP	60393	STANDARD ELECTRIC COMPANY	9506705-01 GARAGE LIGHTS	588-699-726.025	1,143.48
02/09/2016	AP	60394	STAPLES	OFFICE SUPPLIES	249-371-726.000	55.52
02/09/2016	AP	60395	STAPLES BUSINESS ADVANTAGE	DET 1046110	101-000-106.000	77.98

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		60395		ACCT 1019017	101-101-726.000	15.99
		60395		FAX CARTIDGES, CD SLEEVES,	101-131-726.000	34.78
		60395		FAX CARTIDGES, CD SLEEVES,	101-131-940.111	130.70
		60395		INV#3290145569 (FLOOR SAFE FOR	209-751-726.000	106.99
		60395		INV#3290145570 (TAPE & CORRECTION	645-172-726.000	21.34
						<hr/> 387.78
02/09/2016	AP	60396	STATE OF MICHIGAN	WA 383768 AWOS AIRPORT	281-537-920.410	103.50
02/09/2016	AP	60397	STATE OF MICHIGAN	UNCLAIMED RESTITUTION TO BE TURNED	701-000-271.130	104.57
02/09/2016	AP	60398	STATE OF MICHIGAN	211D DISTRICT COURT MONTH END -	701-000-228.020	10.00
		60398		211D DISTRICT COURT MONTH END -	701-000-228.030	195.00
		60398		211D DISTRICT COURT MONTH END -	701-000-228.037	5,579.88
		60398		211D DISTRICT COURT MONTH END -	701-000-228.042	160.00
		60398		211D DISTRICT COURT MONTH END -	701-000-228.057	205.00
		60398		211D DISTRICT COURT MONTH END -	701-000-228.058	3,703.00
		60398		211D DISTRICT COURT MONTH END -	701-000-228.059	10,740.08
						<hr/> 20,592.96
02/09/2016	AP	60399	STEPHANIE CILLI	COUNTY BURIAL ALLOWANCE, VETERAN	101-681-930.960	300.00
02/09/2016	AP	60400	TELEPHONE SUPPORT SYSTEMS INC	INV#41219 (MOVE TRISHA'S PHONE TO	499-901-970.300-ADMIN_RMDL	49.00
02/09/2016	AP	60401	THOMAS J PUDVAN	PROFESSIONAL SERVICES	101-648-726.000	25.83
		60401		PROFESSIONAL SERVICES	101-648-801.020	1,716.67
		60401		PROFESSIONAL SERVICES	101-648-930.210	40.00
		60401		PROFESSIONAL SERVICES	101-648-930.500	57.00
						<hr/> 1,839.50
02/09/2016	AP	60402	TREETOPS	REST PMT BY BENJAMIN SAVITCH 15-	701-000-271.130	5,000.00
02/09/2016	AP	60403	UNEMPLOYMENT CONSULTANTS INC	ANNUAL CONTINGENT FEE	704-000-228.027	3,615.00
02/09/2016	AP	60404	VICTORIA A. COURTERIER	REIMBURSEMENT CIRCUIT JURY ROOM	101-145-726.000	106.07
02/09/2016	AP	60405	VILLAGE OF VANDERBILT	DISBURSE JAN 2015 VILLAGE OF	516-000-026.000-TAX2015000	360.64
		60405		DISBURSE JAN 2015 VILLAGE OF	516-170-445.100-TAX2015000	15.09
						<hr/> 375.73
02/09/2016	AP	60406	VISION SERVICE PLAN (VSP)	ACCT#30 064226 0001 (RETIRES-	647-851-704.110	1,531.68
02/09/2016	AP	60407	WAL-MART STORES ASSET	REST PMT BY LACY CHILDERS 15-31445	701-000-271.130	590.41
02/09/2016	AP	60408	WAYNE ISBELL	13-106-DL JUSTUS TRANSPORT ON	101-134-940.010	54.00
		60408		14-63-DL A.ANDERSON TRANSPORT ON	292-662-930.830	60.00
						<hr/> 114.00
02/09/2016	AP	60409	WEST PAYMENT CENTER	INV 833202956; INV DATE 1-1-16;	101-268-726.200	189.38

Check Date	Bank	Check #	Payee	Description	GL #	Amount
02/09/2016	AP	60410	WILBER AUTOMOTIVE SUPPLY INC	INVOICE # 996679 TAHOE HEADLIGHTS	281-537-920.400	43.70
		60410		996169 STOCK; ***995076 CORE	588-699-726.050	155.08
						198.78
02/09/2016	AP	60411	WILLIAM A PFEIFER	DEFERRAL HEARING ON 1/11/16	101-131-801.022	75.00
02/09/2016	AP	60412	ZAREMBA EQUIPMENT INC	S 93605 STOCK	588-699-726.050	183.21
02/09/2016	AP	60413	ZOETIS	9001265560 9001265563	212-430-726.035	751.25
			TOTAL - ALL FUNDS	TOTAL OF 133 CHECKS		447,948.82
--- GL TOTALS ---						
101-000-106.000			SUPPLIES INVENTORY		77.98	
101-101-726.000			SUPPLIES - GENERAL		63.22	
101-101-930.500			TRAVEL		75.07	
101-131-726.000			SUPPLIES - GENERAL	1,635.34		
101-131-726.025			SUPPLIES - JANITORIAL	212.99		
101-131-801.022			PROBATE ATTORNEY FEES	150.00		
101-131-930.210			TELEPHONE	66.23		
101-131-930.500			TRAVEL	3.00		
101-131-930.830			SVCS OF CARE GIVER	90.00		
101-131-930.940			WITNESS SERVICES	8.00		
101-131-940.111			TRI COUNTY COURT EXPENSES	15,557.82		
101-133-940.010			OUTSIDE CONTRACTED SERVICES	200.00		
101-134-930.500			TRAVEL	124.20		
101-134-940.010			OUTSIDE CONTRACTED SERVICES	108.00		
101-145-726.000			SUPPLIES - GENERAL	120.22		
101-215-726.000			SUPPLIES - GENERAL	25.00		
101-215-930.600			MEMBERSHIP AND DUES	200.00		
101-228-801.020			PROFESSIONAL	135.00		
101-253-726.000			SUPPLIES - GENERAL	17.50		
101-257-801.025			PROFESSIONAL SVCS	5,000.00		
101-262-726.000			SUPPLIES - GENERAL	149.19		
101-267-726.000			SUPPLIES - GENERAL	333.34		
101-267-726.200			BOOKS AND PERIODICALS	7.60		
101-267-801.020			PROFESSIONAL	10.00		
101-267-920.410			SERVICE CONTRACTS	35.00		
101-267-930.983			VICTIMS RIGHTS SERVICES	51.97		
101-268-704.400			EDUCATION AND TRAINING	180.00		
101-268-726.200			BOOKS AND PERIODICALS	189.38		
101-301-704.400			EDUCATION AND TRAINING	395.00		
101-301-726.000			SUPPLIES - GENERAL	129.52		
101-301-726.050			REPAIRS AND MAINT SUPPLIES	328.59		
101-301-920.410			SERVICE CONTRACTS	35.00		
101-301-930.600			MEMBERSHIP AND DUES	29.99		
101-332-920.400			REPAIRS AND MAINTENANCE SVCS	173.88		

Check Date	Bank	Check #	Payee	Description	GL #	Amount
101-332-930.100				INSURANCE AND BONDS		500.00
101-334-726.000				SUPPLIES - GENERAL		1.68
101-351-726.000				SUPPLIES - GENERAL		250.12
101-351-726.015				SUPPLIES - CLOTHING/BEDING		147.91
101-351-930.470				INMATE HEALTH		3,853.50
101-351-930.700				ROOM AND BOARD		25.32
101-648-726.000				SUPPLIES - GENERAL		323.81
101-648-801.020				PROFESSIONAL		9,086.67
101-648-930.210				TELEPHONE		40.00
101-648-930.460				TRANSPORTING		650.00
101-648-930.500				TRAVEL		169.00
101-681-726.000				SUPPLIES - GENERAL		4.20
101-681-930.960				VETERANS BURIAL		1,500.00
101-682-703.040				PER DIEM		40.00
101-682-930.500				TRAVEL		9.09
101-721-930.500				TRAVEL		90.00
101-731-940.010				OUTSIDE CONTRACTED SERVICES		5,000.00
101-864-920.410				SERVICE CONTRACTS		192.00
205-301-726.050				REPAIRS AND MAINT SUPPLIES		15.98
208-752-726.000				SUPPLIES - GENERAL		176.81
209-751-726.000				SUPPLIES - GENERAL		106.99
209-751-930.300				ADVERTISING		794.20
212-430-726.000				SUPPLIES - GENERAL		81.99
212-430-726.035				SUPPLIES - MEDICAL/PHARMACY		751.25
212-430-726.046				SUPPLIES - UNIFORM/ACC		874.89
212-430-726.050				REPAIRS AND MAINT SUPPLIES		124.95
212-430-930.400				PRINTING AND BINDING		124.30
215-141-726.000				SUPPLIES - GENERAL		484.56
215-141-726.025				SUPPLIES - JANITORIAL		150.00
215-141-940.010				OUTSIDE CONTRACTED SERVICES		25.00
215-141-940.111				TRI COUNTY COURT EXPENSES		1,532.87
226-528-930.620-PROG000000				ELECTRICITY		49.98
226-528-940.010-PROG000000				OUTSIDE CONTRACTED SERVICES		1,250.00
233-690-940.010				OUTSIDE CONTRACTED SERVICES		450.00
249-371-704.400				EDUCATION AND TRAINING		398.00
249-371-726.000				SUPPLIES - GENERAL		1,047.15
249-371-726.050				REPAIRS AND MAINT SUPPLIES		190.40
249-371-726.200				BOOKS AND PERIODICALS		874.25
249-371-801.024				PROFESSIONAL-BUILDING INSPECTIONS		2,060.00
249-371-801.026				PROFESSIONAL-ELECTRICAL INSPECTIONS		760.00
249-371-801.027				PROFESSIONAL-PLUMB/MECH INSPECTIONS		650.00
260-270-801.020				PROFESSIONAL		1,778.00
261-427-930.210				TELEPHONE		528.59
261-427-940.010				OUTSIDE CONTRACTED SERVICES		226,552.00
263-030-476.050				NON BUS - PISTOL PERMIT		165.82

Check Date	Bank	Check #	Payee	Description	GL #	Amount
264-362-704.400				EDUCATION AND TRAINING		395.00
266-901-970.435			PHONE	PROPERTY - MACHINERY & EQUIPMENT		22,456.25
266-901-970.450				PROPERTY - SOFTWARE		5,450.00
281-537-726.000				SUPPLIES - GENERAL		1,068.30
281-537-726.050				REPAIRS AND MAINT SUPPLIES		48.00
281-537-920.400				REPAIRS AND MAINTENANCE SVCS		2,515.42
281-537-920.410				SERVICE CONTRACTS		103.50
281-537-930.300				ADVERTISING		374.00
281-537-930.500				TRAVEL		200.00
281-537-930.620				ELECTRICITY		2,948.42
281-537-930.660				GASOLINE		742.22
281-537-930.662				DIESEL FUEL		1,213.93
290-670-703.040				PER DIEM		200.00
290-670-930.500				TRAVEL		130.00
292-662-726.000				SUPPLIES - GENERAL		7.49
292-662-930.500				TRAVEL		102.60
292-662-930.700				ROOM AND BOARD		36.99
292-662-930.810				OTHER INSTITUTIONS		1,176.00
292-662-930.830				SVCS OF CARE GIVER		120.00
499-901-970.300			ADMIN_RMDL	PROPERTY - IMPROVEMENTS		683.97
499-901-970.300			LAWN	PROPERTY - IMPROVEMENTS		12,487.14
499-901-970.300			WELLNESS	PROPERTY - IMPROVEMENTS		345.65
516-000-026.000			TAX2015000	TAXES REC - REAL - DELQ		360.64
516-170-445.100			TAX2015000	PENALTY & INTEREST/TAXES		15.09
516-253-726.000				SUPPLIES - GENERAL		739.74
516-253-930.600				MEMBERSHIP AND DUES		250.00
588-699-726.000				SUPPLIES - GENERAL		146.49
588-699-726.025				SUPPLIES - JANITORIAL		1,228.88
588-699-726.046				SUPPLIES - UNIFORM/ACC		95.62
588-699-726.050				REPAIRS AND MAINT SUPPLIES		2,597.38
616-253-726.000				SUPPLIES - GENERAL		17.50
617-253-726.000				SUPPLIES - GENERAL		739.74
637-265-726.000				SUPPLIES - GENERAL		12.50
637-265-726.050				REPAIRS AND MAINT SUPPLIES		927.00
637-265-920.410				SERVICE CONTRACTS		274.97
637-265-930.620			ALPCT00000	ELECTRICITY		5,237.56
637-265-930.620			LDUS00000	ELECTRICITY		603.66
645-172-726.000				SUPPLIES - GENERAL		21.34
645-172-920.400				REPAIRS AND MAINTENANCE SVCS		29.95
645-172-930.450				SHIPPING AND MAILING		30.30
645-172-930.500				TRAVEL		10.61
647-851-704.110				HOSPITALIZATION		1,531.68
701-000-221.000				DUE CITIES		221.10
701-000-228.020				STATE CNSRVTN CSTS LQDTN DMG		10.00
701-000-228.030				DRIVERS LICENSE REINSTATEMENT		195.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
701-000-228.037				CRIME VICTIM RIGHTS FUNDS		5,579.88
701-000-228.042				STATE COURT FUND		160.00
701-000-228.057				JUROR COMPENSATION REIMBURSE		205.00
701-000-228.058				CIVIL FILING FEE FUND		3,703.00
701-000-228.059				JUSTICE SYSTEM FUND		10,740.08
701-000-271.130				RESTITUTIONS PAYALBE - DIST CT		7,800.32
704-000-228.027				UNEMPLOYMENT COMPENSATION		3,615.00
704-000-231.700				RETIREMENT -MERS		58,244.60

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Total for fund 101 GENERAL FUND	47,801.33
Total for fund 205 WORK CAMP	15.98
Total for fund 208 PARKS AND RECREATION	176.81
Total for fund 209 GROEN NATURE PRESERVE FUND	901.19
Total for fund 212 ANIMAL CONTROL	1,957.38
Total for fund 215 FRIEND OF THE COURT	2,192.43
Total for fund 226 RECYCLING FUND	1,299.98
Total for fund 233 HUD GRANT FUND	450.00
Total for fund 249 BUILDING INSPECTION FUND	5,979.80
Total for fund 260 LEGAL DEFENSE FUND	1,778.00
Total for fund 261 911 SERVICE FUND	227,080.59
Total for fund 263 CONCEALED PISTOL LICENSING FUND	165.82
Total for fund 264 LCL CORRECTIONS OFFER TRAINING	395.00
Total for fund 266 EQUIPMENT FUND	27,906.25
Total for fund 281 AIRPORT	9,213.79
Total for fund 290 SOCIAL WELFARE FUND	330.00
Total for fund 292 CHILD CARE FUND	1,443.08
Total for fund 499 CAPITAL PROJECTS FUND	13,516.76
Total for fund 516 DELINQUENT TAX REVOLVING	1,365.47
Total for fund 588 TRANSPORTATION FUND	4,068.37
Total for fund 616 HOMESTEAD AUDIT FUND	17.50
Total for fund 617 TAX FORECLOSURE FUND	739.74
Total for fund 637 BUILDING AND GROUNDS	7,055.69
Total for fund 645 ADMINISTRATIVE SERVICES	92.20
Total for fund 647 HEALTH CARE FUND	1,531.68
Total for fund 701 GENERAL AGENCY	28,614.38
Total for fund 704 PAYROLL IMPREST FUND	61,859.60
	447,948.82

**OTSEGO COUNTY**  
**Board of Commissioners**



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  City Annexation Request	<b>AGENDA DATE:</b>  February 9, 2016
<b>AGENDA PLACEMENT:</b>  New Business, B.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  John Burt, County Administrator	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

The City of Gaylord has requested to annex parcel 080-033-100-005-01 (213 Fairview Road) from Livingston Township into the City. Part of the process is that the owner of the parcel, the County of Otsego in this case, must approve of the annexation. The property is at the northern end of the Otsego County Fair Grounds along Fairview Road. The annexation is needed to allow for the annexation of parcels located immediately east of this parcel.

**RECOMMENDATION:**

Staff requests approval of the annexation as requested.

## **PETITION FOR ANNEXATION**

**TO: THE TOWNSHIP BOARD OF LIVINGSTON, OTSEGO COUNTY, MICHIGAN**  
**and**  
**THE CITY COUNCIL OF THE CITY OF GAYLORD, MICHIGAN**

We, the undersigned, respectfully petition that the following described land be detached from the Township of Livingston and annexed to the City of Gaylord by affirmative majority vote of the Gaylord City Council and approval of the Livingston Township Board, in accordance with the provisions of Public Act 279 of 1909, State of Michigan, as amended.

The land proposed to be detached from the Township of Livingston and annexed to the City of Gaylord is described as follows, to-wit:

The North ½ of the Northwest ¼ of the Northeast ¼ of Section Thirty-three (33), T. 31 N., R. 3 W., lying East of the Railroad right-of-way;

ALSO, the North ½ of the Northeast ¼ of the Northeast ¼ of Section Thirty-three (33), T. 31 N., R. 3 W. EXCEPT the East 620 feet thereof.

Tax Parcel Identification No: 080-033-100-005-01.

We further represent as follows:

- a. That the above described land is contiguous to the corporate limits of the City of Gaylord, Michigan.
- b. That there are no qualified electors residing on the land proposed to be annexed other than the Petitioners.
- c. That the Petitioners are the legal and/or equitable owners of the land proposed to be annexed.
- d. That the whole of the area of land proposed to be annexed is 11.56 acres, of which the undersigned collectively hold legal and/or equitable title to 11.56 acres constituting more than one-half of the area of the land to be annexed.
- e. That we waive the ten (10) day notice under MCL 117.9(8) to be given prior to approval by the Livingston Township Board, because we have actual knowledge of our own request.

Dated: \_\_\_\_\_, 2016

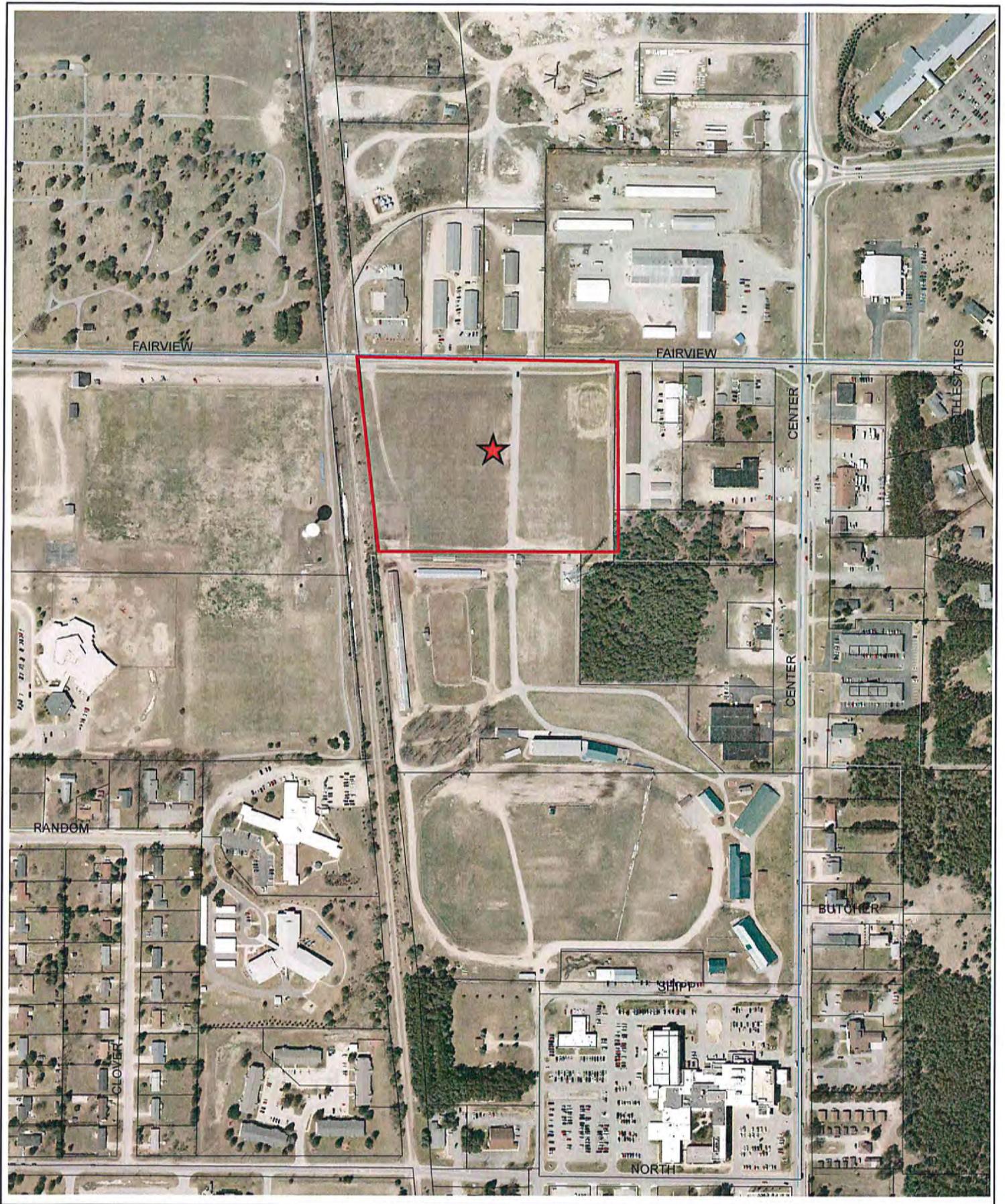
**COUNTY OF OTSEGO**, a Michigan  
municipal corporation

By: \_\_\_\_\_  
John M. Burt  
Its: Administrator

STATE OF MICHIGAN)  
  ss  
COUNTY OF                    )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, a notary public, in and for said County, personally appeared John M. Burt, Administrator for the County of Otsego, a Michigan municipal corporation, and acknowledged that he had read the foregoing Petition For Annexation and signed the same with consent and as the free act and deed of the County of Otsego, a Michigan municipal corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_



# Fairgrounds Annexation

Scale: 1" = 400'

Date of Photography: Spring, 2014

