

February 9, 2010

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

Roll call:

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

Excused: Erma Backenstose, Mike Hyde.

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

Consent Agenda:

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

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

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

Department Head Report:

Jim McBride reported on the Sheriff's Department.

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

Committee Reports:

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

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

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

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

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

Elizabeth Haus reported on the Planning Commission meeting.

Mary Sanders thanked the Finance Committee and John Burt.

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

Cindy Pushman reported on the MSHDA Emergency shelter grant.

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

New Business:

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

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

Board Remarks:

Commissioner Robert Harkness: Charlton Township meeting.
Asian Carp.

Commissioner Paul Liss: Vanderbilt/Corwith Fire Board Millage.

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

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

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

Kenneth R. Glasser, Chairman

Susan I. DeFeyter, Otsego County Clerk

OCR 10-02
G-P Site Assessment Grant Resolution

Otsego County Board of Commissioners
February 9, 2010

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

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

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

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

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

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



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

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

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

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

Project #: 451065-71
Tracking Code: 2010-1133
End Date:

GRANTEE CONTACT:

Norm Brecheisen
Name/Title
Otsego Co. Brownfield Redevelopment Authority
Organization
1062 Cross Street
Address
Gaylord, Michigan 49735
Address
989-350-6424
Telephone number
N/A
Fax number
nbrech@charterinternet.com
E-mail address
38-6004882
Federal ID number

STATE'S CONTACT:

Jeff Hukill, Grant Coordinator
Name/Title
DNRE – Remediation and Redevelopment Division
Division/Bureau/Office
525 West Allegan Street, Constitution Hall, 4 South
Address
Lansing, Michigan 48913
Address
517-335-2960
Telephone number
517-373-9657
Fax number
hukillj@michigan.gov
E-mail address

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

FOR THE GRANTEE:

Signature of authorized official

Date

Name and title (typed or printed)

FOR THE STATE:

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

Grant Execution Date

I. PROJECT SCOPE

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

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

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

II. CONTRACT PERIOD

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

III. CHANGES

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

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

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

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

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

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

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

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

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

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

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

V. GRANTEE RESPONSIBILITIES

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

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

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

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

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

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

VI. USE OF MATERIAL

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

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

VII. ASSIGNABILITY

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

VIII. SUBCONTRACTS

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

IX. NON-DISCRIMINATION

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

X. UNFAIR LABOR PRACTICES

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

XI. LIABILITY

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

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

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

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

XII. CONFLICT OF INTEREST

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

XIII. ANTI-LOBBYING

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

XIV. DEBARMENT AND SUSPENSION

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

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

XV. AUDIT AND ACCESS TO RECORDS

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

XVI. INSURANCE

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

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

XVII. OTHER SOURCES OF FUNDING

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

XVIII. COMPENSATION

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

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

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

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

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

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

XIX. CLOSEOUT

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

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

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

XX. CANCELLATION

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

XXI. TERMINATION

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

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

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

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

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

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

XXII. ACCESS AGREEMENTS

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

XXIII. GRANT ADMINISTRATION

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

XXIV. INELIGIBLE EXPENSES

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

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

XXV. BIDS, CONTRACTORS

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

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

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

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

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

XXVI. WORK PLANS AND PROJECT IMPLEMENTATION

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

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

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

XXVII. ECONOMIC DEVELOPMENT

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

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

XXVII. OTHER TERMS AND CONDITIONS

(A) The State may withhold the grant until the State determines that the Grantee is able to proceed with the project scope described in Appendix A, pursuant to Part 196, Section 19612(3), of the NREPA.

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

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

APPENDIX A

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

GRANTEE RECIPIENT: Otsego County Brownfield Redevelopment Authority
COUNTY: Otsego

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Amount is an estimate.

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

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

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

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

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

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

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

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

The project is expected to be completed in nine months.



Northern Michigan Eco-Industrial Park
 Otsego County
 T32N R34W SEC. 17 & 18

Michigan Department of Natural Resources and Environment:
 * AERIAL PHOTO SOURCE: VIEW AERIAL IMAGERY ARCHIVED
 * AERIAL PHOTO DATE: 2005
 * AERIAL RESOLUTION: 1 FOOT/PIXEL

0 500 1,000 2,000 Feet
 1 inch = 1,000 feet

Figure 1

Figure 2

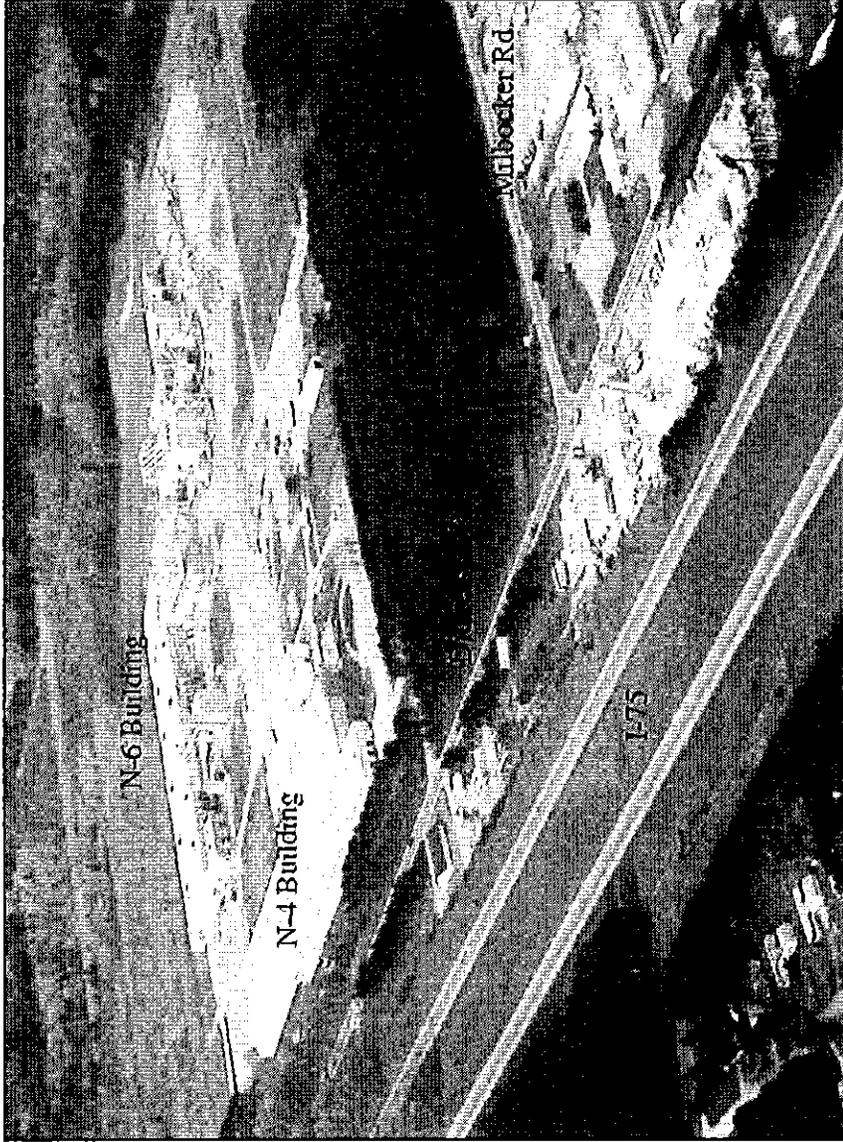


Figure 3



Figure 4



Known areas of environmental contamination



**OTSEGO COUNTY
BUDGET AMENDMENT**

2009
Amendment

FUND/DEPARTMENT: Parks+Rec

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

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

REVENUE

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

EXPENDITURE

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

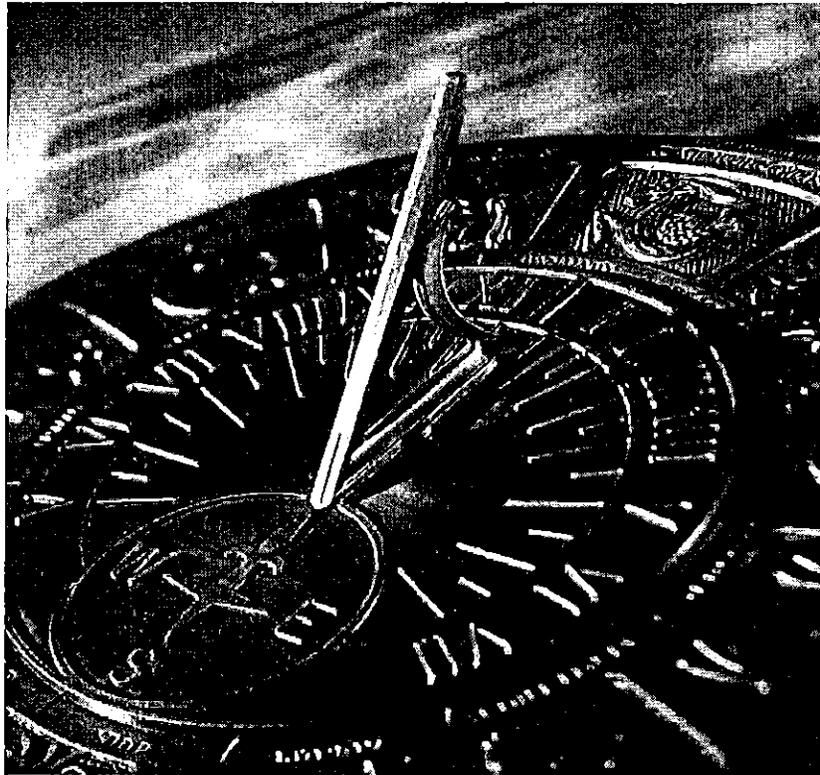
Rachel Trisch _____
Department Head Signature Date 2/4/10

| | |
|---------------------------|--|
| Finance Department | |
| Entered: | |
| By: | |

Administrator's Signature Date

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

TIME STUDY PLANNING AND ZONING 2009



Staff considered in this report includes:

Joe Ferrigan: Director Otsego County Land Use Services

Sharon Bolinger: Otsego County Land Use Services

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

Total cost for each staff member for year 2010

| | |
|-----------------|-------------|
| Joe Ferrigan | \$88,320.00 |
| Sharon Bolinger | \$46,836.00 |
| Allen West | \$57,399.00 |

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

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

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

There are 26 pay periods in each calendar year

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

Joe Ferrigan: Director

Job Duties:

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

2009

Planning Commission meetings:

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

Total hours: 30hrs/28mins

Zoning Board of Appeals meetings

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

Total hours: 8hrs/ 58mins

Other meetings attended

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

Total hours: 68 hrs

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

Planning Commission and Zoning Board of Appeals meeting preparation

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

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

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

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

General Administration 25hrs x 26pays = 650 hrs total

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

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

1950 x 54% = 1053 hrs

Sharon Bolinger: Planning and Zoning Clerk

Job Duties:

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

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

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

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

| | |
|---|--------------------|
| Permit data input time: | = 112.65hrs |
| Meeting attendance time: | = 31.95hrs |
| Typing meeting minutes: | = 57.00hrs |
| Total hours spent in planning and zoning | = 721.57hrs |

1950 hrs total hours worked each year

$1950 \times 37\% = 721.5$ hrs

| | | |
|-----------------------------|-------------------------------|-----|
| Currently: gross pay 46,836 | Planning and Zoning 23,418.00 | 50% |
|-----------------------------|-------------------------------|-----|

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

6,088.68 savings

Allen West: Zoning Inspector/ Enforcement officer

Job Duties:

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

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

4hrs x 2 = 8 hrs a pay period

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

Zoning enforcement and permit inspection time: = 329.00hrs

Meeting attendance time: = 10.00hrs

Total hours spent in planning and zoning = 547.00hrs

1950 hrs total hours worked each year

1950 x 28% = 546.00hrs

Currently: gross pay 57,399

Planning and Zoning 22,959.00

40%

57,399 x 28% = 16,071.72

6,887.28 savings



OTSEGO COUNTY
BUDGET AMENDMENT

Page 1 of 3
2010 Amendment

FUND/DEPARTMENT: Planning/Zoning & Bldg Dept

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

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

REVENUE Re-allocation of wages based on time study

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

EXPENDITURE

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

Rachel Frisch
Department Head Signature

2/4/10
Date

Administrator's Signature

Date

| | |
|---------------------------|--|
| Finance Department | |
| Entered: | |
| By: | |

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

Page 2 of 3

FUND/DEPARTMENT: _____

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

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

REVENUE

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

EXPENDITURE

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

Department Head Signature _____

Date _____

Administrator's Signature _____

Date _____

| | |
|---------------------------|--|
| Finance Department | |
| Entered: | |
| By: | |

Board Approval Date (if necessary) _____

Budget Adjustment # _____

Posting Number _____



**OTSEGO COUNTY
BUDGET AMENDMENT**

Page 3 of 3

FUND/DEPARTMENT: _____

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

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

REVENUE

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

EXPENDITURE

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

Department Head Signature _____

Date _____

Administrator's Signature _____

Date _____

| | |
|---------------------------|--|
| Finance Department | |
| Entered: | |
| By: | |

Board Approval Date (if necessary) _____

Budget Adjustment # _____

Posting Number _____



OTSEGO COUNTY
BUDGET AMENDMENT

2010
Amendment

FUND/DEPARTMENT: Animal Control

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

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

REVENUE Add part-time Asst Animal Control Officer position

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

EXPENDITURE

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

Rachel Frisch
Department Head Signature

1/20/10
Date

| | |
|---------------------------|--|
| Finance Department | |
| Entered: | |
| By: | |

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number