



Otsego County Board of Commissioners

225 West Main Street • Gaylord, Michigan 49735

989-731-7520 • Fax 989-731-7529

NOTICE OF MEETING

The Otsego County Board of Commissioners will hold a regular meeting on Tuesday, May 8, 2007 beginning at 9:30 a.m., in the Multi-Purpose Room of the J. Richard Yuill Alpine Center, Gaylord, Michigan 49735.

AGENDA

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
- a. Approval of Minutes April 24, 2007 w/attachments
5. Consent Agenda
 - a. L&L Agreement - Motion to Approve
 - b. OCR 07-20 Bus Millage - Motion to Adopt
 - c. OCR 07-21 EMS Millage - Motion to Adopt
 - d. OCR 07-22 Police Memorial - Motion to Adopt
 - e. OCR 07-23 discharging mortgage - Amy Lynne Henion - Motion to Adopt
 - f. OCR 07-24 discharging mortgage - Todd S. Reid - Motion to Adopt
 - g. FY07 EMPG Grant - Motion to Approve
 - h. Tree Removal Services
 - i. Department Head Hiring Policy - Motion to Adopt
6. Administrator's Report
7. Report from Officers
8. Committee Reports
9. Department Head Reports
 - a. Prosecutor Quarterly Report - Kyle Legel
10. City Liaison, Township & Village Representatives
11. Correspondence
12. Special Presentations
 - a. Clean Boats, Clean Water - Don Koeppen
13. New Business
 - a. Financials
 1. Warrant B2007-18
 2. Warrant B2007-19
 - b. Sheriff's Auction
 - c. Land Use Services, Otsego County Ordinance 07-04 - Zoning Ordinance - Motion to Adopt
14. Public Comment
15. Board Remarks
16. Adjournment

April 24, 2007

The Regular meeting of the Otsego County Board of Commissioners was held at the Corwith Township Hall, 8170 Mill Street, Vanderbilt. The meeting was called to order at 7:00 p.m. by Chairman Glasser. Invocation by Chairman Bates, followed by the Pledge of Allegiance led by Commissioner Backenstose.

Roll call:

Present: Backenstose, Beachnau, Bates, Liss, Olsen, Glasser, Hyde, Bentz.

Excused: Johnson.

The pre-board meeting minutes of April 10, 2007 and the Regular meeting minutes of April 10, 2007 with attachments were approved as presented.

Consent Agenda:

The Budget and Finance Committee moves to approve the revised Emergency Management Director position with placement as a Grade 11 on the Non-Union Salary Schedule, with 50% of the funding coming out of the 9-1-1 Fund. Motion carried via unanimous consent. (see attached)

The Budget and Finance Committee moves to place the Jail Cook position on the Non-Union Salary schedule as a grade 3, with 50% of the step increase to be given upon approval and the remaining 50% of the 2007 step increase to be given on the employee's next anniversary date. Motion carried via unanimous consent.

The General Fund/Sheriff Budget amendment was approved via unanimous consent. (see attached)

The Budget and Finance Committee moves to authorize holding the Sheriff's Auction on May 24, 2007 with proceeds being placed in the equipment fund. Motion approved via unanimous consent.

Motion to approve the purchasing policy as presented. Motion approved via unanimous consent. (see attached)

Motion to adopt OCR-07-19 Animal Control Millage Language.

Ayes: Unanimous.

Nays: None.

Excused: Johnson.

Motion carried/Resolution adopted via unanimous consent. (see attached)

Motion to approve the Land Use Services Agreements for Charlton, Chester, Elmira, Hayes, Otsego Lake as presented. Motion approved via unanimous consent. (see attached)

Motion to appoint Rosemarie Tyler to the Jury Board, term to expire April 30, 2009. Motion approved via unanimous consent.

Motion to reappoint Barbara Henderson to the Jury Board, term to expire April 30, 2009. Motion approved via unanimous consent.

Administrator's report:

John Burt reported the bid openings for the Alpine Center was today (April 24, 2007); Credit card payments; food services for the jail; Jail repairs.

Commissioner Glasser attended the Tri-County Court meeting.

Bill Kerr presented the Board the 2007 Equalization report.

Motion by Commissioner Bentz, to approve the 2007 Equalization Report as presented.

Ayes: Backenstose, Bates, Beachnau, Liss, Olsen, Glasser, Hyde.

Nays: Bentz.

Excused: Johnson. Motion carried. (see attached)

Correspondence:

Commissioner Olsen received a meeting notice for S.A.N.E.

Rachel Frisch reported on the quarterly financial reports; reported the audit report almost completed.

New Business:

Motion by Commissioner Backenstose, to approve Warrant B2007-16 in the amount of \$140,815.35 with prepaids in the amount of \$51,428.37 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Liss, to approve Warrant B2007-17 in the amount of \$112,244.37 with prepaids in the amount of \$6,402.58 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Olsen, to adopt the Equalization Fee Schedule as presented. A motion to amend above motion by Commissioner Beachnau to amend private sector download of electronic data to \$500.00. Vote on amendment-Unanimous, Vote on amended motion-Unanimous. Motion carried as amended. (see attached)

Public Comment:

Joe Jarecki thanked the Board for holding the meeting in Vanderbilt.

Board Remarks:

Commissioner Olsen: University Center meeting.

Commissioner Hyde: Airport terminal update.

Commissioner Beachnau: Sportsplex update.

Meeting adjourned at 8:25 p.m. at the call of the Chair.

Kenneth R. Glasser, Chairman

Susan I. DeFeyter, County Clerk



Oscego
COUNTY
M I C H I G A N

EMERGENCY MANAGEMENT DIRECTOR

General Summary

Under the direction of the County Administrator or his or her designee, the purpose of the position is to plan, direct and coordinate a comprehensive management program to include E-911 Dispatch Communications and Emergency Management Services for the County to minimize the effects of major events or disasters. Coordinates emergency service programs with area agencies, state and federal agencies and area citizens. Serves as a key advisor to the County Board of Commissioners and County Administration regarding emergency incidents and activation of the Emergency Operations Center. With the staff assistance, the position is also responsible for the 911 emergency telephone system and centralized emergency dispatch center responsible for dispatching all police, fire and ambulance services within the County. Responsible for the maintenance of all communications and other equipment and the coordination and integration of systems including telephone, computer and radio interfaces. Responsible for all administrative functions of the department including financial and personnel management, including the supervision of dispatch personnel and preparation and administration of the budget. Performs related work as required.

Essential Functions

1. Coordinates emergency planning efforts with all political jurisdictions within the County. Ensures emergency plans meet State and federal regulations and acts as an agent in securing disaster relief monies.
2. Develops and updates the county emergency operations plan and other support plans which involve working with each agency/department that is included in the plan to identify functions they will perform in an emergency and ensure integration of all functions. Ensures that plan is responsive to all State and federal regulations.
3. Serves on the Local Emergency Planning Committee which is responsible for developing emergency operation plans for facilities in the County which use hazardous materials pursuant to federal provisions of the Superfund Amendment and Reauthorization Act (S.A.R.A.) Title III. Identifies facilities subject to S.A.R.A. Title III planning requirements and gathers data relevant to emergency planning requirements.
4. Manages and coordinates the preparation of local emergency plans to include warnings, notifications, emergency call lists, and evacuation centers. Reviews support plans from larger local units of government to address Homeland

Emergency Management Director (4/11/07)

Security issues. Maintains records pursuant to the federal reporting requirements of S.A.R.A. Title III.

5. Serves as advisor to the Chairperson of the Board during all types of emergency operations. Coordinates efforts of staff and others during emergency operations. Oversees the Emergency Operations Center and works toward enhanced communication capabilities.
6. Maintains current knowledge of all local, State and federal laws, technological developments, reporting requirements, and proposed legislation pertaining to Emergency Management matters.
7. Directs preparation of project applications, including justifications and oversees project implementation and completion.
8. Responsible for the coordination of all drills and exercises carried out in preparation for emergencies. Develops and/or implements exercises and drills to ensure that involved agencies and departments know their responsibilities and functions in an emergency and to help identify any potential flaws in the emergency operations plan.
9. Works with various committees to coordinate the utilization of Homeland Security grants for training, equipment, and enhanced response capabilities.
10. Coordinates involvement with regional teams and committees related to emergency management such as bio terrorism and smallpox committees.
11. Makes presentations to schools, service groups, civic groups, governmental departments and care facilities to raise the awareness of emergency management and advise on the best tornado shelter and other emergency procedures.
12. Responsible for the development and maintenance of the Emergency Operations Center, from which emergency operations are directed and controlled. Establishes, maintains, tests and evaluates the operational system for response. Develops new standard operating procedures and policies as needed to accommodate the Center.
13. Through the LEPC, identifies special populations in the county, such as the homebound, and provides training to enhance planning and preparedness for an emergency evacuation or other emergency.
14. Responsible for the response to emergency calls on a 24-hour basis.
15. Responsible to the State Police Emergency Management Division to provide proper information in times of disaster to the County will be eligible for state and federal monies should they be available.
16. Prepares the annual operating budget for Emergency Management and tracks expenditures against the budget throughout the year and maintains related financial documentation. Prepares billings to the federal government for matching funds.
17. Completes all federal and state forms and activity reports for emergency management.

Emergency Management Director (4/11/07)

18. As director of a department of emergency communications personnel, is responsible for interviewing job candidates and making hiring decisions, scheduling, assigning work, reviewing and evaluating performance, and dealing with employee relations issues.
19. Coordinates and oversees the orientation, on-going training and certification of dispatch staff and develops programs to address changing procedures and technology.
20. Develops departmental policies and procedures, makes recommendations to the Administrative Policy Board and reviews, monitors and modifies policies and procedures as necessary. Ensures that procedures comply with local and state regulations.
21. Oversees and evaluates departmental response to calls for emergency services.
22. Recommends, with the input of system users, the selection and is responsible for the operation and maintenance of communications and other equipment and ensures compliance with FCC regulations. Ensures that all equipment is properly operated and maintained and negotiates and administers maintenance agreements.
23. Drafts and presents the departmental budget. Approves expenditures as authorized and monitors expenditures to ensure they are within budgetary guidelines. Maintains accounting records of the Authority and prepares reports for the Board. Develops the long-range financial and capital plans.
24. Prepares the departmental payroll records.
25. Works closely with representatives of system users to develop and implement plans for improving capabilities through technology.
26. Responds to complaints regarding dispatch operations. May include discussing with the complainant, listening to tape, reviewing the incident, discussing with staff, and responding to and resolving complaint.
27. Coordinates services with emergency service agencies. Works closely with representatives of such agencies to ensure their needs are met and their concerns are addressed. Works toward standardization of communications equipment and procedures to improve emergency communications. Coordinates services with adjacent counties.
28. Schedules and coordinates all training for new and current employees, including re-certification for EMD, CPR, LEIN, HAZMAT and other areas.

Other Functions

1. None listed.

An employee in this position may be called upon to do any or all of the above tasks. (These examples do not include all of the tasks which the employees may be expected to perform.)

Employment Qualifications

Education: Bachelor's Degree in Criminal Justice, business administration, public safety administration, telecommunications or other area related to emergency services with coursework in management and data processing. Prefer specialized training related to emergency management services.

Experience: Prefer five (5) years experience in emergency management services and knowledge of emergency management principles. Prefer experience including operation of computers, radio and telecommunications systems and providing knowledge of police, fire and EMS operations.

Other Requirements:

- Ability to complete the Department of Homeland Security/Federal Emergency Management Agency PDS (Professional Development Series) Curriculum.
- Ability to complete required Incident Command System classes.
- Ability to coordinate multiple projects and meet critical deadlines.
- Deal tactfully and courteously with the public and other staff.
- React quickly, efficiently and calmly in emergency situations.
- Establish and maintain cooperative working relationships.

The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.

Physical Requirements: *[This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements]:*

- Ability to attend classes, seminars, and meetings in various areas of the Emergency Management 7th District and Lansing.
- Ability to walk over various types of terrain to inspect disaster impact.
- Ability to operate telecommunications equipment.
- Ability to enter and retrieve information from computers.
- Ability to access all County locations.

Emergency Management Director (4/11/07)

Working Conditions:

- Works in office conditions but is required to travel to all County locations and emergency management sites.
- Exposure to major accidents and health hazards.
- Required to be on-call 24 hours a day for emergency situations.
- Exposure to various types of weather conditions.

Job Posting Information:

This is a full-time non-union position and is eligible for fringe benefits.

Salary Range: \$44,001.29 – \$54,912.31

For purposes of FLSA, this is an exempt position.

Otsego County is an Equal Opportunity Employer

Emergency Management Director (4/11/07)



**OTSEGO COUNTY
BUDGET AMENDMENT**

PAGE 1 of 4

FUND/DEPARTMENT: General (jail, contingency) & Jail Commissary Funds

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
101E351 703020 Salary	\$	\$ 3,191
101E351 704800 Sick leave	\$	\$ 86
101E351 704200 FICA	\$	\$ 241
101E351 704600 Workers Comp	\$	\$ 169
101E351 704300 Retirement	\$	\$ 313
101E351 704110 Hospitalization	\$	\$ 954
Total	\$	\$

Department Head Signature *James P. McB...* Date 4/12/07

Administrator's Signature _____ Date _____

Finance Department	
Entered:	
By:	

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



**OTSEGO COUNTY
BUDGET AMENDMENT**

PAGE 2 of 9

FUND/DEPARTMENT: General (jail, contingency) & Jail Commissary Funds

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.

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REVENUE

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

EXPENDITURE

Account Number	Increase	Decrease
101E351 704140 Life & Disability	\$	\$ 52
101E351 704500 Unemployment	\$	\$ 23
101E941 999000 Contingency	\$ 3,449	\$
	\$	\$
595E351 703020 Salary	\$ 3,191	\$
595E351 704800 Sick Leave	\$ 86	\$
Total	\$	\$

James D. McBer
Department Head Signature

4/2/07
Date

Finance Department	
Entered:	
By:	

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

PAGE 3 of 4

FUND/DEPARTMENT: General (jail, contingency) & Jail Commissary Funds

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
5950050	40001	Use of Fund Bal	\$	\$ 5,029
-	-		\$	\$
-	-		\$	\$
-	-		\$	\$
Total			\$	\$

EXPENDITURE

Account Number			Increase	Decrease
595E351	704200	FICA	\$ 241	\$
595E351	704600	Workers Comp	\$ 169	\$
595E351	704300	Retirement	\$ 313	\$
595E351	704110	Hospitalization	\$ 954	\$
595E351	704140	Life & Disability	\$ 52	\$
595E351	704500	Unemployment	\$ 23	\$
Total			\$	\$


 Department Head Signature _____ Date 4/19/07

Administrator's Signature _____ Date _____

Finance Department	
Entered:	
By:	

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



**OTSEGO COUNTY
BUDGET AMENDMENT**

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FUND/DEPARTMENT: General (jail, contingency) & Jail Commissary Funds

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
101E351 703030 Jail Cook Salary	\$ 1,250	\$
101E351 704800 Sick Pay	\$ 90	\$
101E351 704200 FICA	\$ 97	\$
101E351 704600 Workers Comp	\$ 35	\$
101E351 704300 Retirement	\$ 108	\$
- -	\$	\$
Total	\$10,058	\$10,058

James R. McBurn
Department Head Signature

4/18/07
Date

Finance Department
Entered:
By:

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



COUNTY OF OTSEGO Administrative Policy Manual

Policy Number
500.01

Policy No 500.01	Subject Purchasing	Date Issued 4/13/04
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Application		Scheduled Revision 7/1/05
<p>General Fund Functions</p> <input checked="" type="checkbox"/> General Fund Departments <input type="checkbox"/> 46 th Trial Court <input type="checkbox"/> Joint Building Authority <input checked="" type="checkbox"/> Other Jointly Governed Organizations	<p>Business-Type Functions</p> <input checked="" type="checkbox"/> Delinquent Tax Revolving <input checked="" type="checkbox"/> Commissary <input checked="" type="checkbox"/> Bus System <input checked="" type="checkbox"/> Administrative Services <input checked="" type="checkbox"/> Building and Grounds	Applicable Forms
<p>Special Revenue Functions</p> <input checked="" type="checkbox"/> Parks and Recreation <input type="checkbox"/> Library <input type="checkbox"/> Social Welfare (Family Independence Agency) <input type="checkbox"/> Commission on Aging <input type="checkbox"/> Other Special Revenue Funds	<p>Component Units</p> <input type="checkbox"/> University Center <input type="checkbox"/> Road Commission <input type="checkbox"/> Ambulance <input type="checkbox"/> Sportsplex <input type="checkbox"/> Other:	
<input checked="" type="checkbox"/> Building Authority		

Contact Department Administration	Contact Phone Number 989-731-7520	Contact Fax Number 989-731-7529	Contact E-Mail jburt@otsegocountymi.gov
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Summary

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

Procedures

1. Definitions

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

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

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



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Procedures

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

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

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

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

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

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

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

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

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



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

- A. **Bid Information:** To insure fairness in, each vendor solicited should be given the same information. This information should include:
- Description of items to be purchased
 - Special terms and/or specifications
 - Desired delivery date
- B. **Record of Bids:** All bids solicited shall be in writing and will be electronically recorded in the requisition "Post It" note window. Each record should contain:
- Bid Information
 - Record of all bids
 - Manager's explanation if lowest priced vendor not selected.

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

- A. The solicitation/advertisement must include the following:
- Identification of item(s) to be bid upon
 - Location bids are to be submitted
 - Date and time of bid deadline for submission
 - Contact for further information
 - Statement of County's rights to reject bids
 - Contract compliance terms
 - Product specifications
- B. **Record of Bids:** All bids solicited shall be electronically recorded in the requisition "Post It" note window. Each record should contain:
- Bid Information
 - Record of all bids
 - Department Head explanation if lowest priced vendor not selected.

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



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Professional services and intergovernmental contracts and emergency repairs, or reauthorization of contracts that have been previously approved are exempted from this policy.

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

The County reserves the right to accept, reject or negotiate any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures and to accept any bid determined by the County to be in the best interest of the County, regardless of price. Vendors located in Otsego County are hereby granted a 3% cost variance for low bid determination.

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

- 2.5 **Expendable Supplies:** For each expendable category of purchases, the County Administrator, with the assistance of the respective department staff (i.e. maintenance/jail food staff), will compile and maintain a list of preferred suppliers. Such lists will be reviewed and updated periodically. Typically one – three vendors will be listed to provide comparison pricing and selection options.
- 2.6 **Open Purchase Orders:** Open Purchase Orders shall be utilized for vendors that provide routine repetitive services. Open Purchase Orders may be opened and closed within any calendar month. Examples of authorized open purchase orders include: oil changes, car wash and other similar services.
- 2.7 **Emergency Purchase Orders:** In case of emergency needs, appropriate departments (maintenance, sheriff) are authorized to make emergency procurements of supplies, services or construction items when there exists a threat to public health, welfare or safety. Electronic access shall be provided to authorize the issuance of emergency



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Procedures

purchase orders. Emergency procurements shall be made with such competition as is practicable under the circumstances and the cost shall not exceed \$5,000. An emergency purchase of up to \$10,000 may be made by the County Administrator without prior approval by the chair or vice-chair of the Board of Commissioners. The very nature of emergency expenditures may necessitate a significant financial decision without prior approval. All emergency expenditures in excess of \$10,000 shall be reported to the Board of Commissioners, in writing, within three business days.

- 2.8 **Cooperative Government Contracts:** Bidding requirements shall be waived if the County is able to secure favorable prices on purchases by joining with other local governments, or participating with the State of Michigan or the Federal Government in purchasing. The County Administrator is authorized to enter into the necessary agreements or contracts on behalf of the County.
- 2.9 **Exempted Purchases:** Exempted purchases include maintenance agreement billings, utility billings, contracted service invoices, insurance payments, and other like services as noted in the Otsego County Payables Policy. The appropriate account number and signature of a Management Team member is required for exempted purchases, and shall appear across the invoice.
- 2.10 **Payment Procedure:** The respective Management Team member will be responsible for inspection of all orders, upon receipt of the order and prior to the acceptance of the delivery. Upon acceptance of items, verification that the packing slip matches the purchase order must accompany the invoice in order to obtain payment. Whenever a department rejects any orders, the County Administrator shall be notified immediately and given the reason for the rejection.

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

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

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

Payment in full for any service, supplies, merchandise or articles not acceptable for delivery or the use required, as put forth in the bid specifications or purchase agreement for such service,



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Procedures

supplies, merchandise or articles, will be held in abeyance until such time as a replacement or replacements meeting the specifications put forth in the purchase agreement and acceptable for the use required are received.

TABLE 1

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

Approvals (name and department) Board of Commissioners	April 13, 2004
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RESOLUTION NO. OCR 07-19

**A RESOLUTION TO APPROVE THE BALLOT LANGUAGE FOR A
MILLAGE PROPOSITION TO PROVIDE FUNDS FOR THE
OPERATION AND MAINTENANCE OF THE ANIMAL SHELTER
AND TO SUBMIT THE PROPOSITION TO THE ELECTORATE
IN A SPECIAL ELECTION ON AUGUST 07, 2007**

**OTSEGO COUNTY BOARD OF COMMISSIONERS
April 24, 2007**

Recitals

- A. Otsego County currently operates and maintains a county animal shelter and employs individuals to carry out the functions of the animal shelter for the benefit of county residents and others visiting the county.
- B. Because of current budget constraints within the county, the Otsego County Board of Commissioners desires to obtain voter approval to renew the previously approved millage increase to provide funds for operating and maintaining the county animal shelter, including personnel and administrative costs and capital improvement expenses.
- C. The county finds it appropriate to hold a special election on August 07, 2007, and submit this millage proposition to the electorate at this election.

Resolution

**NOW, THEREFORE, THE OTSEGO COUNTY BOARD OF COMMISSIONERS
HEREBY RESOLVES that:**

- 1. The following proposition, the language of which is hereby approved by the Otsego County Board of Commissioners and certified to the Otsego County Clerk, shall be submitted to the electors of Otsego County for a vote at an August 07, 2007 special election:

BALLOT LANGUAGE

OTSEGO COUNTY

This proposal is intended to renew the previously approved animal control millage. The proposal will permit the County to levy up to 3/10 of a mill to provide funds for CONTINUANCE OF THE NO KILL OF ADOPTABLE PETS POLICY and operation and maintenance of the animal shelter in the years 2009 through 2013, inclusive. This same millage amount was previously approved by the voters and will expire following the levy in December, 2008. As a result, this proposal merely continues the millage for the animal shelter through 2013.

Shall the tax limitation imposed under Article IX, Section 6 of the Michigan Constitution on the amount of ad valorem taxes which may be levied by the County of Otsego, State of Michigan, against taxable property in the County be increased by up to three-tenths (3/10) of a mill (\$.30 per \$1,000 of taxable value) for a period of five (5) years, 2009 through 2013, inclusive, for the purpose of providing funds for CONTINUANCE OF THE NO KILL OF ADOPTABLE PETS POLICY, operating and maintaining the county animal shelter, including personnel and administrative costs and capital improvement expenses, and shall the Otsego County Board of Commissioners be authorized to levy such millage for these purposes? If approved and levied in its entirety, this millage would raise an estimated \$375,084 for Otsego County in 2009.

CONTRACT FOR MUNICIPAL LAND USE SERVICES ADMINISTRATION
(LAND USE PLANNING, ZONING, ZONING ADMINISTRATION AND
BUILDING CODE COMPLIANCE)

WHEREAS, Otsego County (the County) and Charlton Township (the Township) agree that it is in the interest of the Citizens of the County and the Township and the overall development of the County and the Township to centralize administration of Land Use Services, and

WHEREAS, the County and the Township agree that Land Use Services includes Land Use Planning, Zoning and Zoning Administration and Enforcement and Building Code administration, inspections and enforcement, and

WHEREAS, the County and the Township agree that because the County's offices are centrally located and because the County can provide professional and administrative personnel, and office space to the Township so that the land use within the Township can be developed uniformly with joint cooperation and with one location for citizens to go for more efficient service with one set of rules.

Agreements

The County and the Township hereby enter in to this Contract for services. This contract shall be in effect for a period of two (2) years beginning April 1, 2007 and continuing in effect until March 31, 2009.

The County and the Township hereby agree that beginning April 1, 2008 that meetings and negotiations shall begin regarding renewal of the contract to insure that time is provided for the Township to adopt their own ordinances and regulations in the event that this contract is not renewed.

The County and the Township hereby agree that if agreements on a new contract are not reached by September 30, 2008, that the Township may still review and negotiate this contract during the remaining six months of the contract, however, the Township shall also take all steps necessary pursuant to State Statute to insure that the Township will be able to assume the services being provided by the County at the expiration of this contract.

Responsibilities of the County

1. The County shall provide full and complete professional Land Use Planning, to include adoption of a County wide Master Land Use Plan and Future Land Use Map that has been adopted pursuant to the Statutes of the State of Michigan, which Plan shall be the basis for a Zoning Ordinance that the County shall adopt pursuant to the Statutes of the State of Michigan.
2. The County shall provide professional planning personnel on staff to assist Township officials from all Townships within Otsego County, officials from the City of Gaylord, the Village of Vanderbilt, citizens, land owners and developers with Land Use Planning questions and procedures and municipal cooperation.
3. The County shall maintain digital maps for zoning and land use planning purposes.
4. The County shall appoint and operate a County Planning Commission for the purposes of administering the County Plan and the County Zoning Ordinance
5. The County shall appoint and operate a County Zoning Board of Appeals for the purposes of interpreting and ruling on requests involving administration of the Zoning Ordinance.
6. The County shall insure that the Township is informed and advised of any proposed land use changes or proposed ordinance text changes or special land use requests or other similar requests presented to the Planning Commission and any requests presented to the Zoning Board of Appeals involving land within the Township.
7. The County shall provide professional personnel on staff to administer and enforce the zoning ordinance regulations and all other land use regulations.
8. The County shall provide professional and administrative staff to administer, inspect and enforce the Michigan State Construction Code and all other codes and regulations related to residential and commercial construction.

- The County shall provide an annual report to the Township at the last Township Association meeting each year. The report shall include but is not limited to a financial report showing the expenses of the Planning & Zoning Department, the fee schedule for permits issued, the number and type of permits issued and the revenue received; a financial report showing the expenses of the Building Department, the fee schedule for permits issued, the number and type of permits issued and the revenue received.

The County and the Township agree that State Statutes require that the Building Department be operated and funded solely by the fees collected for construction permits.

The County and the Township agree that any funds received in excess of the expenses needed for operation of the building department will be maintained within a Building Department fund balance account as required by State Statute.

The County and the Township agree that in the event that this contract is not renewed and the Township takes the necessary steps pursuant to State Statute to operate their own Building Departments, that any Building Department Fund Balance held by the County will be refunded to the Township on a percentage basis determined by the number of parcels in the Township.

The County and the Township agree that in the event that this contract is not renewed and the Township takes the necessary steps pursuant to State Statute to operate their own Building Departments, that the Township will at their own expense take custody and control of all Building Department files and records that apply to the Township.

Responsibilities of the Township

- Charlton Township has been designated as a "Small" Township within Otsego County based on Planning and Zoning activity. As one of the five "Small" Townships within Otsego County, Charlton Township agrees to provide a total of \$1,760 per year to assist in covering the costs of operation and staffing of the Planning & Zoning Department.
- The Township will pay the annual contribution amount as noted above by May 1st of each year of this contract.

Entered into this 12th day of FEBRUARY 2007 between Otsego County and Charlton Township

Witness

Joseph P. EdeWactowski
Mr. Mr. County

Charlton Township

Mat Nowak, Supervisor

Ivan Maschke, Township Clerk

Witness

Otsego County

John Burt, County Administrator

Suzy DeFeyter, County Clerk

Township Contribution based on Planning & Zoning activity

Township	Large or Small
Charlton	Small
Chester	Small
Corwith (minus Vanderbilt)	Small
Dover	Small
Elmira	Small
Bagley	Large
Hayes	Large
Livingston	Large
Otsego Lake	Large

4 Large = total contribution of \$15,200 or \$3,800 each
 5 Small = total contribution of \$ 8,800 or \$1760 each

CONTRACT FOR MUNICIPAL LAND USE SERVICES ADMINISTRATION
(LAND USE PLANNING, ZONING, ZONING ADMINISTRATION AND
BUILDING CODE COMPLIANCE)

WHEREAS, Otsego County (the County) and Chester Township (the Township) agree that it is in the interest of the Citizens of the County and the Township and the overall development of the County and the Township to centralize administration of Land Use Services, and

WHEREAS, the County and the Township agree that Land Use Services includes Land Use Planning, Zoning and Zoning Administration and Enforcement and Building Code administration, inspections and enforcement, and

WHEREAS, the County and the Township agree that because the County's offices are centrally located and because the County can provide professional and administrative personnel, and office space to the Township so that the land use within the Township can be developed uniformly with joint cooperation and with one location for citizens to go for more efficient service with one set of rules:

Agreements

The County and the Township hereby enter in to this Contract for services. This contract shall be in effect for a period of two (2) years beginning April 1, 2007 and continuing in effect until March 31, 2009.

The County and the Township hereby agree that beginning April 1, 2008 that meetings and negotiations shall begin regarding renewal of the contract to insure that time is provided for the Township to adopt their own ordinances and regulations in the event that this contract is not renewed.

The County and the Township hereby agree that if agreements on a new contract are not reached by September 30, 2008, that the Township may still review and negotiate this contract during the remaining six months of the contract, however, the Township shall also take all steps necessary pursuant to State Statute to insure that the Township will be able to assume the services being provided by the County at the expiration of this contract.

Responsibilities of the County

1. The County shall provide full and complete professional Land Use Planning, to include adoption of a County wide Master Land Use Plan and Future Land Use Map that has been adopted pursuant to the Statutes of the State of Michigan, which Plan shall be the basis for a Zoning Ordinance that the County shall adopt pursuant to the Statutes of the State of Michigan.
2. The County shall provide professional planning personnel on staff to assist Township officials from all Townships within Otsego County, officials from the City of Gaylord, the Village of Vanderbilt, citizens, land owners and developers with Land Use Planning questions and procedures and municipal cooperation.
3. The County shall maintain digital maps for zoning and land use planning purposes.
4. The County shall appoint and operate a County Planning Commission for the purposes of administering the County Plan and the County Zoning Ordinance
5. The County shall appoint and operate a County Zoning Board of Appeals for the purposes of interpreting and ruling on requests involving administration of the Zoning Ordinance.
6. The County shall insure that the Township is informed and advised of any proposed land use changes or proposed ordinance text changes or special land use requests or other similar requests presented to the Planning Commission and any requests presented to the Zoning Board of Appeals involving land within the Township.
7. The County shall provide professional personnel on staff to administer and enforce the zoning ordinance regulations and all other land use regulations.
8. The County shall provide professional and administrative staff to administer, inspect and enforce the Michigan State Construction Code and all other codes and regulations related to residential and commercial construction.

- The County shall provide an annual report to the Township at the last Township Association meeting each year. The report shall include but is not limited to a financial report showing the expenses of the Planning & Zoning Department, the fee schedule for permits issued, the number and type of permits issued and the revenue received; a financial report showing the expenses of the Building Department, the fee schedule for permits issued, the number and type of permits issued and the revenue received.

The County and the Township agree that State Statutes require that the Building Department be operated and funded solely by the fees collected for construction permits.

The County and the Township agree that any funds received in excess of the expenses needed for operation of the building department will be maintained within a Building Department fund balance account as required by State Statute.

The County and the Township agree that in the event that this contract is not renewed and the Township takes the necessary steps pursuant to State Statute to operate their own Building Departments, that any Building Department Fund Balance held by the County will be refunded to the Township on a percentage basis determined by the number of parcels in the Township.

The County and the Township agree that in the event that this contract is not renewed and the Township takes the necessary steps pursuant to State Statute to operate their own Building Departments, that the Township will at their own expense take custody and control of all Building Department files and records that apply to the Township.

Responsibilities of the Township

- Chester Township has been designated as a "Small" Township within Otsego County based on Planning and Zoning activity. As one of the five "Small" Townships within Otsego County, Chester Township agrees to provide a total of \$1,760 per year to assist in covering the costs of operation and staffing of the Planning & Zoning Department.
- The Township will pay the annual contribution amount as noted above by May 1st of each year of this contract.

Entered into this 10th day of April 2007 between Otsego County and Chester Township

Witness

Jean Nowicki

Wanda J. Baranski

Chester Township

Robert Harkness
Robert Harkness, Supervisor

Melissa Szymanski
Melissa Szymanski, Township Clerk

Witness

Otsego County

John Burt, County Administrator

Suzy DeFeyter, County Clerk

Township Contribution based on Planning & Zoning activity

Township	Large or Small
Charlton	Small
Chester	Small
Corwith (minus Vanderbilt)	Small
Dover	Small
Elmira	Small
Bagley	Large
Hayes	Large
Livingston	Large
Otsego Lake	Large

4 Large = total contribution of \$15,200 or \$3,800 each

5 Small = total contribution of \$ 8,800 or \$1760 each

CONTRACT FOR MUNICIPAL LAND USE SERVICES ADMINISTRATION
(LAND USE PLANNING, ZONING, ZONING ADMINISTRATION AND
BUILDING CODE COMPLIANCE)

WHEREAS, Otsego County (the County) and Elmira Township (the Township) agree that it is in the interest of the Citizens of the County and the Township and the overall development of the County and the Township to centralize administration of Land Use Services, and

WHEREAS, the County and the Township agree that Land Use Services includes Land Use Planning, Zoning and Zoning Administration and Enforcement and Building Code administration, inspections and enforcement, and

WHEREAS, the County and the Township agree that because the County's offices are centrally located and because the County can provide professional and administrative personnel, and office space to the Township so that the land use within the Township can be developed uniformly with joint cooperation and with one location for citizens to go for more efficient service with one set of rules.

Agreements

The County and the Township hereby enter in to this Contract for services. This contract shall be in effect for a period of two (2) years beginning April 1, 2007 and continuing in effect until March 31, 2009.

The County and the Township hereby agree that beginning April 1, 2008 that meetings and negotiations shall begin regarding renewal of the contract to insure that time is provided for the Township to adopt their own ordinances and regulations in the event that this contract is not renewed.

The County and the Township hereby agree that if agreements on a new contract are not reached by September 30, 2008, that the Township may still review and negotiate this contract during the remaining six months of the contract, however, the Township shall also take all steps necessary pursuant to State Statute to insure that the Township will be able to assume the services being provided by the County at the expiration of this contract.

Responsibilities of the County

1. The County shall provide full and complete professional Land Use Planning, to include adoption of a County wide Master Land Use Plan and Future Land Use Map that has been adopted pursuant to the Statutes of the State of Michigan, which Plan shall be the basis for a Zoning Ordinance that the County shall adopt pursuant to the Statutes of the State of Michigan.
2. The County shall provide professional planning personnel on staff to assist Township officials from all Townships within Otsego County, officials from the City of Gaylord, the Village of Vanderbilt, citizens, land owners and developers with Land Use Planning questions and procedures and municipal cooperation.
3. The County shall maintain digital maps for zoning and land use planning purposes.
4. The County shall appoint and operate a County Planning Commission for the purposes of administering the County Plan and the County Zoning Ordinance
5. The County shall appoint and operate a County Zoning Board of Appeals for the purposes of interpreting and ruling on requests involving administration of the Zoning Ordinance.
6. The County shall insure that the Township is informed and advised of any proposed land use changes or proposed ordinance text changes or special land use requests or other similar requests presented to the Planning Commission and any requests presented to the Zoning Board of Appeals involving land within the Township.
7. The County shall provide professional personnel on staff to administer and enforce the zoning ordinance regulations and all other land use regulations.
8. The County shall provide professional and administrative staff to administer, inspect and enforce the Michigan State Construction Code and all other codes and regulations related to residential and commercial construction.

9. The County shall provide an annual report to the Township at the last Township Association meeting each year. The report shall include but is not limited to a financial report showing the expenses of the Planning & Zoning Department, the fee schedule for permits issued, the number and type of permits issued and the revenue received; a financial report showing the expenses of the Building Department, the fee schedule for permits issued, the number and type of permits issued and the revenue received.

The County and the Township agree that State Statutes require that the Building Department be operated and funded solely by the fees collected for construction permits.

The County and the Township agree that any funds received in excess of the expenses needed for operation of the building department will be maintained within a Building Department fund balance account as required by State Statute.

The County and the Township agree that in the event that this contract is not renewed and the Township takes the necessary steps pursuant to State Statute to operate their own Building Departments, that any Building Department Fund Balance held by the County will be refunded to the Township on a percentage basis determined by the number of parcels in the Township.

The County and the Township agree that in the event that this contract is not renewed and the Township takes the necessary steps pursuant to State Statute to operate their own Building Departments, that the Township will at their own expense take custody and control of all Building Department files and records that apply to the Township.

Responsibilities of the Township

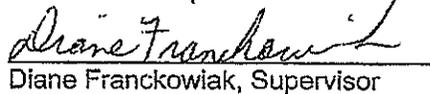
1. Elmira Township has been designated as a "Small" Township within Otsego County based on Planning and Zoning activity. As one of the five "Small" Townships within Otsego County, Elmira Township agrees to provide a total of \$1,760 per year to assist in covering the costs of operation and staffing of the Planning & Zoning Department.
2. The Township will pay the annual contribution amount as noted above by May 1st of each year of this contract.

Entered into this _____ day of _____ 2006 between Otsego County and Elmira Township

Witness



Elmira Township


Diane Franckowiak, Supervisor


Susan Schaedig, Township Clerk

Witness

Otsego County

John Burt, County Administrator

Suzy DeFeyter, County Clerk

Township Contribution based on Planning & Zoning activity

Township	Large or Small
Charlton	Small
Chester	Small
Corwith (minus Vanderbilt)	Small
Dover	Small
Elmira	Small
Bagley	Large
Hayes	Large
Livingston	Large
Otsego Lake	Large

4 Large = total contribution of \$15,200 or \$3,800 each

5 Small = total contribution of \$ 8,800 or \$1760 each

CONTRACT FOR MUNICIPAL LAND USE SERVICES ADMINISTRATION
(LAND USE PLANNING, ZONING, ZONING ADMINISTRATION AND
BUILDING CODE COMPLIANCE)

WHEREAS, Otsego County (the County) and Hayes Township (the Township) agree that it is in the interest of the Citizens of the County and the Township and the overall development of the County and the Township to centralize administration of Land Use Services, and

WHEREAS, the County and the Township agree that Land Use Services includes Land Use Planning, Zoning and Zoning Administration and Enforcement and Building Code administration, inspections and enforcement, and

WHEREAS, the County and the Township agree that because the County's offices are centrally located and because the County can provide professional and administrative personnel, and office space to the Township so that the land use within the Township can be developed uniformly with joint cooperation and with one location for citizens to go for more efficient service with one set of rules.

Agreements

The County and the Township hereby enter in to this Contract for services. This contract shall be in effect for a period of two (2) years beginning April 1, 2007 and continuing in effect until March 31, 2009.

The County and the Township hereby agree that beginning April 1, 2008 that meetings and negotiations shall begin regarding renewal of the contract to insure that time is provided for the Township to adopt their own ordinances and regulations in the event that this contract is not renewed.

The County and the Township hereby agree that if agreements on a new contract are not reached by September 30, 2008, that the Township may still review and negotiate this contract during the remaining six months of the contract, however, the Township shall also take all steps necessary pursuant to State Statute to insure that the Township will be able to assume the services being provided by the County at the expiration of this contract.

Responsibilities of the County

1. The County shall provide full and complete professional Land Use Planning, to include adoption of a County wide Master Land Use Plan and Future Land Use Map that has been adopted pursuant to the Statutes of the State of Michigan, which Plan shall be the basis for a Zoning Ordinance that the County shall adopt pursuant to the Statutes of the State of Michigan.
2. The County shall provide professional planning personnel on staff to assist Township officials from all Townships within Otsego County, officials from the City of Gaylord, the Village of Vanderbilt, citizens, land owners and developers with Land Use Planning questions and procedures and municipal cooperation.
3. The County shall maintain digital maps for zoning and land use planning purposes.
4. The County shall appoint and operate a County Planning Commission for the purposes of administering the County Plan and the County Zoning Ordinance
5. The County shall appoint and operate a County Zoning Board of Appeals for the purposes of interpreting and ruling on requests involving administration of the Zoning Ordinance.
6. The County shall insure that the Township is informed and advised of any proposed land use changes or proposed ordinance text changes or special land use requests or other similar requests presented to the Planning Commission and any requests presented to the Zoning Board of Appeals involving land within the Township.
7. The County shall provide professional personnel on staff to administer and enforce the zoning ordinance regulations and all other land use regulations.
8. The County shall provide professional and administrative staff to administer, inspect and enforce the Michigan State Construction Code and all other codes and regulations related to residential and commercial construction.

- The County shall provide an annual report to the Township at the last Township Association meeting each year. The report shall include but is not limited to a financial report showing the expenses of the Planning & Zoning Department, the fee schedule for permits issued, the number and type of permits issued and the revenue received; a financial report showing the expenses of the Building Department, the fee schedule for permits issued, the number and type of permits issued and the revenue received.

The County and the Township agree that State Statutes require that the Building Department be operated and funded solely by the fees collected for construction permits.

The County and the Township agree that any funds received in excess of the expenses needed for operation of the building department will be maintained within a Building Department fund balance account as required by State Statute.

The County and the Township agree that in the event that this contract is not renewed and the Township takes the necessary steps pursuant to State Statute to operate their own Building Departments, that any Building Department Fund Balance held by the County will be refunded to the Township on a percentage basis determined by the number of parcels in the Township.

The County and the Township agree that in the event that this contract is not renewed and the Township takes the necessary steps pursuant to State Statute to operate their own Building Departments, that the Township will at their own expense take custody and control of all Building Department files and records that apply to the Township.

Responsibilities of the Township

- Hayes Township has been designated as a "Large" Township within Otsego County based on Planning and Zoning activity. As one of the four "Large" Townships within Otsego County, Hayes Township agrees to provide a total of \$3,800 per year to assist in covering the costs of operation and staffing of the Planning & Zoning Department.
- The Township will pay the annual contribution amount as noted above by May 1st of each year of this contract.

Entered into this 11th day of July 2006 between Otsego County and Hayes Township

Witness

Judith Steele
Rayne Elder

Hayes Township

Mary M Sanders
Mary Sanders, Supervisor

Richard Ross
Richard Ross, Township Clerk

Witness

Otsego County

John Burt, County Administrator

Suzy DeFeyter, County Clerk

Township Contribution based on Planning & Zoning activity

Township	Large or Small
Charlton	Small
Chester	Small
Corwith (minus Vanderbilt)	Small
Dover	Small
Elmira	Small
Bagley	Large
Hayes	Large
Livingston	Large
Otsego Lake	Large

4 Large = total contribution of \$15,200 or \$3,800 each
 5 Small = total contribution of \$ 8,800 or \$1760 each

CONTRACT FOR MUNICIPAL LAND USE SERVICES ADMINISTRATION
(LAND USE PLANNING, ZONING, ZONING ADMINISTRATION AND
BUILDING CODE COMPLIANCE)

WHEREAS, Otsego County (the County) and Otsego Lake Township (the Township) agree that it is in the interest of the Citizens of the County and the Township and the overall development of the County and the Township to centralize administration of Land Use Services, and

WHEREAS, the County and the Township agree that Land Use Services includes Land Use Planning, Zoning and Zoning Administration and Enforcement and Building Code administration, inspections and enforcement, and

WHEREAS, the County and the Township agree that because the County's offices are centrally located and because the County can provide professional and administrative personnel, and office space to the Township so that the land use within the Township can be developed uniformly with joint cooperation and with one location for citizens to go for more efficient service with one set of rules.

Agreements

The County and the Township hereby enter in to this Contract for services. This contract shall be in effect for a period of two (2) years beginning April 1, 2007 and continuing in effect until March 31, 2009.

The County and the Township hereby agree that beginning April 1, 2008 that meetings and negotiations shall begin regarding renewal of the contract to insure that time is provided for the Township to adopt their own ordinances and regulations in the event that this contract is not renewed.

The County and the Township hereby agree that if agreements on a new contract are not reached by September 30, 2008, that the Township may still review and negotiate this contract during the remaining six months of the contract, however, the Township shall also take all steps necessary pursuant to State Statute to insure that the Township will be able to assume the services being provided by the County at the expiration of this contract.

Responsibilities of the County

1. The County shall provide full and complete professional Land Use Planning, to include adoption of a County wide Master Land Use Plan and Future Land Use Map that has been adopted pursuant to the Statutes of the State of Michigan, which Plan shall be the basis for a Zoning Ordinance that the County shall adopt pursuant to the Statutes of the State of Michigan.
2. The County shall provide professional planning personnel on staff to assist Township officials from all Townships within Otsego County, officials from the City of Gaylord, the Village of Vanderbilt, citizens, land owners and developers with Land Use Planning questions and procedures and municipal cooperation.
3. The County shall maintain digital maps for zoning and land use planning purposes.
4. The County shall appoint and operate a County Planning Commission for the purposes of administering the County Plan and the County Zoning Ordinance
5. The County shall appoint and operate a County Zoning Board of Appeals for the purposes of interpreting and ruling on requests involving administration of the Zoning Ordinance.
6. The County shall insure that the Township is informed and advised of any proposed land use changes or proposed ordinance text changes or special land use requests or other similar requests presented to the Planning Commission and any requests presented to the Zoning Board of Appeals involving land within the Township.
7. The County shall provide professional personnel on staff to administer and enforce the zoning ordinance regulations and all other land use regulations.
8. The County shall provide professional and administrative staff to administer, inspect and enforce the Michigan State Construction Code and all other codes and regulations related to residential and commercial construction.

9. The County shall provide an annual report to the Township at the last Township Association meeting each year. The report shall include but is not limited to a financial report showing the expenses of the Planning & Zoning Department, the fee schedule for permits issued, the number and type of permits issued and the revenue received; a financial report showing the expenses of the Building Department, the fee schedule for permits issued, the number and type of permits issued and the revenue received.

The County and the Township agree that State Statutes require that the Building Department be operated and funded solely by the fees collected for construction permits.

The County and the Township agree that any funds received in excess of the expenses needed for operation of the building department will be maintained within a Building Department fund balance account as required by State Statute.

The County and the Township agree that in the event that this contract is not renewed and the Township takes the necessary steps pursuant to State Statute to operate their own Building Departments, that any Building Department Fund Balance held by the County will be refunded to the Township on a percentage basis determined by the number of parcels in the Township.

The County and the Township agree that in the event that this contract is not renewed and the Township takes the necessary steps pursuant to State Statute to operate their own Building Departments, that the Township will at their own expense take custody and control of all Building Department files and records that apply to the Township.

Responsibilities of the Township

1. Otsego Lake Township has been designated as a "Large" Township within Otsego County based on Planning and Zoning activity. As one of the four "Large" Townships within Otsego County, Otsego Lake Township agrees to provide a total of \$3,800 per year to assist in covering the costs of operation and staffing of the Planning & Zoning Department.
2. The Township will pay the annual contribution amount as noted above by May 1st of each year of this contract.

Entered into this 20th day of July 2006 between Otsego County and Otsego Lake Township

Witness

Christina Whelger

Margaret E. Black

Witness

Otsego Lake Township

Thomas Wagar
Thomas Wagar, Supervisor

Lorraine Markovich
Lorraine Markovich, Township Clerk

Otsego County

John Burt, County Administrator

Suzy DeFeyter, County Clerk

Township Contribution based on Planning & Zoning activity

Township	Large or Small
Charlton	Small
Chester	Small
Corwith (minus Vanderbilt)	Small
Dover	Small
Elmira	Small
Bagley	Large
Hayes	Large
Livingston	Large
Otsego Lake	Large

4 Large = total contribution of \$15,200 or \$3,800 each
 5 Small = total contribution of \$ 8,800 or \$1760 each

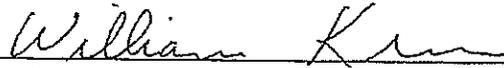
TO: THE HONORABLE MEMBERS OF THE BOARD OF
COMMISSIONERS, COUNTY OF OTSEGO, MICHIGAN

I, WILLIAM KERR, CERTIFY THAT I HAVE EXAMINED THE
REPORTS AS PREPARED BY YOUR EQUALIZATION
DEPARTMENT FROM THE ASSESSMENT ROLLS OF THE
VARIOUS TOWNSHIPS AND CITY WITHIN OTSEGO COUNTY AND
FIND MOST ROLLS RELATIVELY EQUAL AS ASSESSED.

IT IS MY RECOMMENDATION TO THE BOARD OF
COMMISSIONERS OF THE COUNTY OF OTSEGO, THAT THEY
EQUALIZE THE VALUATIONS OF TAXABLE PROPERTY, BY CLASS
IN OTSEGO COUNTY, FOR THE YEAR 2007 IN COMPLIANCE WITH
SECTIONS 209.5 AND 211.34 MCL OF 1948 AS AMENDED, AND IN
ACCORDANCE WITH THE ATTACHED SCHEDULES.

KENNETH GLASSER, CHAIRMAN
OTSEGO COUNTY BOARD OF COMMISSIONERS

Prepared by: OTSEGO COUNTY EQUALIZATION DEPARTMENT


WILLIAM KERR, DIRECTOR

APPROVED APRIL 24, 2007

MEMO

APRIL 24, 2007

TO: OTSEGO COUNTY BOARD OF COMMISSIONERS

FROM: WILLIAM KERR, DIRECTOR
EQUALIZATION DEPARTMENT

SUBJECT: THE EQUALIZATION REPORT

2206 County Equalized Value	1,591,354,397
2007 County Equalized Value	1,644,410,800

This represents a: \$53,056,403 (3.33 %) increase in County Equalized Value

You must read this report with the following in mind:

The County Equalization Report shows how each municipality is equalized. These figures are an assemblage of information that starts in April and ends in October with the final value. This information is comprised of sales and appraisals studies and the true cash value is compared against the Assessors values for each municipality. This data is listed, checked, valued and recorded by my appraisal staff.

I review, analyze, correct, if necessary, and submit this information to you.

Upon your approval, this report is submitted to the State Tax Commission. Upon their approval the County Equalized Value becomes the State Equalized Value for the County. This value can be adjusted, on an individual property, by the July or December Local Boards of Review, the State Tax Commission or the State Tax Tribunal

The report you are reading is the County Equalized Value. THIS VALUE IS NOT USED IN THE PREPARATION OF THE TAX BILL.

1. The value used in the preparation of the Tax Bill is the Taxable Value of your property. The Taxable Value divided by 1000 and multiplied by the Millage rate equals your Tax.
2. The Taxable Value is determined in May of each year. This value is the lesser of the State Equalized Value or the Capped Value. The Capped Value is determined by State Law as the lesser of the Consumer Price Index (3.7%) or 5%.

OTSEGO COUNTY

UNIT TOTALS

04/17/2007

2007 ASSESSED - BOARD OF REVIEW			
UNIT	REAL	PERSONAL	TOTAL
BAGLEY	296,412,700	21,221,950	317,634,650
CHARLTON	141,204,600	26,269,550	167,474,150
CHESTER	94,434,500	32,632,100	127,066,600
CORWITH	85,741,900	12,079,900	97,821,800
DOVER	60,507,200	7,077,200	67,584,400
ELMIRA	82,982,074	8,184,000	91,166,074
HAYES	136,558,400	17,103,200	153,661,600
LIVINGSTON	142,141,450	19,722,450	161,863,900
OTSEGO LAKE	207,848,200	8,973,550	216,821,750
CITY OF GAYLORD	215,255,700	24,821,850	240,077,550
COUNTY TOTAL	1,463,086,724	178,085,750	1,641,172,474

2007 COUNTY EQUALIZED VALUE			
UNIT	REAL	PERSONAL	TOTAL
BAGLEY	299,651,026	21,221,950	320,872,976
CHARLTON	141,204,600	26,269,550	167,474,150
CHESTER	94,434,500	32,632,100	127,066,600
CORWITH	85,741,900	12,079,900	97,821,800
DOVER	60,507,200	7,077,200	67,584,400
ELMIRA	82,982,074	8,184,000	91,166,074
HAYES	136,558,400	17,103,200	153,661,600
LIVINGSTON	142,141,450	19,722,450	161,863,900
OTSEGO LAKE	207,848,200	8,973,550	216,821,750
CITY OF GAYLORD	215,255,700	24,821,850	240,077,550
COUNTY TOTAL	1,466,325,050	178,085,750	1,644,410,800

OTSEGO COUNTY

DETERMINATION OF VARIANCE BETWEEN RECOMMENDED COUNTY
EQUALIZED VALUES AND LAST YEAR'S STATE EQUALIZED VALUES

	2006	2007	VARIANCE	PERCENT OF COUNTY TOTAL 2006	04/17/2007 PERCENT OF COUNTY TOTAL 2007
REAL PROPERTY	1,411,488,522	1,466,325,050	3.89%	88.70%	89.17%
PERSONAL PROPERTY	179,865,875	178,085,750	-0.99%	11.30%	10.83%
COUNTY TOTAL	1,591,354,397	1,644,410,800	3.33%	100.00%	100.00%
AGRICULTURAL	66,227,650	66,581,793	0.53%	4.16%	4.05%
COMMERCIAL	255,516,000	257,912,994	0.94%	16.06%	15.68%
INDUSTRIAL	47,002,800	48,092,332	2.32%	2.95%	2.92%
RESIDENTIAL	1,039,178,872	1,093,737,931	5.25%	65.30%	66.51%
TIMBER CUTOVER	0	0	0.00%	0.00%	0.00%
DEVELOPMENTAL	3,563,200	0	0.00%	0.00%	0.00%
PERSONAL	179,865,875	178,085,750	-0.99%	11.30%	10.83%

OTSEGO COUNTY

EQUALIZED VALUE CHANGE 2006 TO 2007

UNIT	2006 S.E.V.	INCREASE(DECREASE)	2007 C.E.V.
BAGLEY	311,626,450	9,246,526	320,872,976
CHARLTON	163,246,425	4,227,725	167,474,150
CHESTER	124,929,600	2,137,000	127,066,600
CORWITH	89,506,700	8,315,100	97,821,800
DOVER	66,786,100	798,300	67,584,400
ELMIRA	87,057,072	4,109,002	91,166,074
HAYES	145,996,850	7,664,750	153,661,600
LIVINGSTON	161,866,250	-2,350	161,863,900
OTSEGO LAKE	206,816,550	10,005,200	216,821,750
CITY OF GAYLORD	233,522,400	6,555,150	240,077,550
COUNTY TOTAL	1,591,354,397	53,056,403	1,644,410,800

04/17/2007

OTSEGO COUNTY
SEVEN YEAR EQUALIZATION COMPARISON

UNIT	2001	2002	2003	2004	2005	2006	2007
BAGLEY	234,634,654	254,440,850	271,090,074	290,716,600	295,978,500	311,626,450	320,872,976
CHARLTON	111,710,150	126,824,450	141,021,350	149,925,350	163,352,000	163,246,425	167,474,150
CHESTER	91,765,660	99,369,400	106,004,150	114,669,000	121,687,600	124,929,600	127,066,600
CORWITH	60,913,600	70,325,350	80,227,731	89,903,800	94,904,850	89,506,700	97,821,800
DOVER	40,733,450	43,530,150	49,574,950	56,059,200	63,226,950	66,786,100	67,584,400
ELMIRA	60,207,150	66,923,850	71,993,463	78,733,843	84,497,054	87,057,072	91,166,074
HAYES	98,228,900	110,006,650	121,784,900	129,873,350	139,938,150	145,996,850	153,661,600
LIVINGSTON	111,531,300	120,576,450	141,751,950	145,988,250	153,608,655	161,866,250	161,863,900
OTSEGO LAKE	136,720,550	153,015,050	166,171,850	181,280,850	198,317,700	206,816,550	216,821,750
CITY OF GAYLORD	176,768,800	192,625,150	199,671,750	224,035,239	228,124,017	233,522,400	240,077,550
COUNTY TOTAL	\$1,123,214,214	\$1,237,637,350	\$1,349,292,168	\$1,461,185,482	\$1,543,635,476	\$1,591,354,397	\$1,644,410,800

OTSEGO COUNTY

EQUALIZED VALUE CHANGE BY YEAR

04/17/2007

YEAR	STATE EQUALIZED VALUE	PERCENT OF CHANGE
1975	133,826,575	0.00%
1976	146,765,753	9.67%
1977	164,001,372	11.74%
1978	207,947,587	26.80%
1979	227,939,047	9.61%
1980	253,973,699	11.42%
1981	284,896,102	12.18%
1982	307,215,311	7.83%
1983	334,509,410	8.88%
1984	347,660,350	3.93%
1985	357,992,291	2.97%
1986	366,464,855	2.37%
1987	373,224,669	1.84%
1988	382,377,000	2.45%
1989	402,486,952	5.26%
1990	433,702,451	7.76%
1991	477,198,053	10.03%
1992	509,887,587	6.85%
1993	574,469,340	12.67%
1994	606,726,105	5.62%
1995	654,404,671	7.86%
1996	724,299,869	10.68%
1997	780,693,610	7.79%
1998	860,368,916	10.21%
1999	933,851,735	8.54%
2000	1,027,910,635	10.07%
2001	1,123,214,214	9.27%
2002	1,237,637,350	10.19%
2003	1,349,292,168	9.02%
2004	1,461,185,482	8.29%
2005	1,543,635,476	5.64%
2006	1,591,354,397	3.09%
2007	1,644,410,800	3.33%

OTSEGO COUNTY

RECOMMENDED EQUALIZED VALUE BY CLASS AGRICULTURAL

04/16/2007

UNIT	2007 BOARD OF REVIEW	RATIO	FACTOR	COUNTY EQUALIZED VALUE	TRUE CASH VALUE
BAGLEY	2,743,600	49.09%	1.0000	2,743,600	5,588,763
CHARLTON	17,365,200	49.19%	1.0000	17,365,200	35,300,720
CHESTER	8,349,900	49.71%	1.0000	8,349,900	16,798,607
CORWITH	2,383,600	49.31%	1.0000	2,383,600	4,834,341
DOVER	8,713,700	49.28%	1.0000	8,713,700	17,683,101
ELMIRA	6,268,293	49.80%	1.0000	6,268,293	12,585,930
HAYES	6,497,800	49.24%	1.0000	6,497,800	13,195,183
LIVINGSTON	14,169,100	49.97%	1.0000	14,169,100	28,356,520
OTSEGO LAKE	90,600	50.00%	1.0000	90,600	181,200
CITY OF GAYLORD	0	0	1.0000	0	0
COUNTY TOTAL	66,581,793	49.49%		66,581,793	134,524,366

OTSEGO COUNTY

RECOMMENDED EQUALIZED VALUE BY CLASS COMMERCIAL

04/17/2007

UNIT	2007 BOARD OF REVIEW	RATIO	FACTOR	COUNTY EQUALIZED VALUE	TRUE CASH VALUE
BAGLEY	34,270,000	46.61%	1.0727	36,761,394	73,522,767
CHARLTON	1,722,100	49.17%	1.0000	1,722,100	3,502,636
CHESTER	1,538,000	49.31%	1.0000	1,538,000	3,119,148
CORWITH	5,436,900	49.36%	1.0000	5,436,900	11,015,894
DOVER	11,787,300	49.72%	1.0000	11,787,300	23,705,406
ELMIRA	3,984,600	49.24%	1.0000	3,984,600	8,092,330
HAYES	3,235,500	50.00%	1.0000	3,235,500	6,471,200
LIVINGSTON	39,219,500	49.89%	1.0000	39,219,500	78,617,382
OTSEGO LAKE	8,669,200	49.86%	1.0000	8,669,200	17,385,983
CITY OF GAYLORD	145,558,500	49.27%	1.0000	145,558,500	295,454,850
COUNTY TOTAL	255,421,600	49.04%		257,912,994	520,887,597

OTSEGO COUNTY

RECOMMENDED EQUALIZED VALUE BY CLASS INDUSTRIAL

04/17/2007

UNIT	2007 BOARD OF REVIEW	RATIO	FACTOR	COUNTY EQUALIZED VALUE	TRUE CASH VALUE
BAGLEY	17,589,300	47.96%	1.0424	18,336,232	36,672,456
CHARLTON	3,086,000	49.24%	1.0000	3,086,000	6,267,169
CHESTER	1,401,100	49.66%	1.0000	1,401,100	2,821,450
CORWITH	2,688,800	49.09%	1.0000	2,688,800	5,477,739
DOVER	162,100	49.71%	1.0000	162,100	326,096
ELMIRA	0	0.00%	1.0000	0	0
HAYES	1,540,500	49.18%	1.0000	1,540,500	3,132,553
LIVINGSTON	600,000	50.00%	1.0000	600,000	1,200,000
OTSEGO LAKE	0	0.00%	1.0000	0	0
CITY OF GAYLORD	20,277,600	49.34%	1.0000	20,277,600	41,100,231
COUNTY TOTAL	47,345,400	48.81%		48,092,332	96,997,694

OTSEGO COUNTY
RECOMMENDED EQUALIZED VALUE BY CLASS
RESIDENTIAL

04/16/2007

UNIT	2007 BOARD OF REVIEW	RATIO	FACTOR	COUNTY EQUALIZED VALUE	TRUE CASH VALUE
BAGLEY	241,809,800	49.43%	1.0000	241,809,800	489,219,894
CHARLTON	119,031,300	49.26%	1.0000	119,031,300	241,636,995
CHESTER	83,145,500	49.10%	1.0000	83,145,500	169,325,197
CORWITH	75,232,600	49.26%	1.0000	75,232,600	152,735,693
DOVER	39,844,100	49.52%	1.0000	39,844,100	80,459,692
ELMIRA	72,729,181	49.21%	1.0000	72,729,181	147,803,323
HAYES	125,284,600	49.55%	1.0000	125,284,600	252,824,196
LIVINGSTON	88,152,850	49.24%	1.0000	88,152,850	179,011,090
OTSEGO LAKE	199,088,400	49.98%	1.0000	199,088,400	398,327,146
CITY OF GAYLORD	49,419,600	49.31%	1.0000	49,419,600	100,218,085
COUNTY TOTAL	1,093,737,931	49.46%		1,093,737,931	2,211,561,312

OTSEGO COUNTY
RECOMMENDED EQUALIZED VALUE BY CLASS
DEVELOPMENTAL

04/16/2007

UNIT	2007 BOARD OF REVIEW	RATIO	FACTOR	COUNTY EQUALIZED VALUE	TRUE CASH VALUE
BAGLEY	0	0.00%	1.0000	0	0
CHARLTON	0	0.00%	1.0000	0	0
CHESTER	0	0.00%	1.0000	0	0
CORWITH	0	0.00%	1.0000	0	0
DOVER	0	0.00%	1.0000	0	0
ELMIRA	0	0.00%	1.0000	0	0
HAYES	0	0.00%	1.0000	0	0
LIVINGSTON	0	0.00%	1.0000	0	0
OTSEGO LAKE	0	0.00%	1.0000	0	0
CITY OF GAYLORD	0	0.00%	1.0000	0	0
COUNTY TOTAL	0	0.00%		0	0

OTSEGO COUNTY
RECOMMENDED EQUALIZED VALUE BY CLASS
PERSONAL PROPERTY

04/16/2007

UNIT	2007 BOARD OF REVIEW	RATIO	FACTOR	COUNTY EQUALIZED VALUE	TRUE CASH VALUE
BAGLEY	21,221,950	49.97%	1.0000	21,221,950	42,467,618
CHARLTON	26,269,550	50.00%	1.0000	26,269,550	52,539,100
CHESTER	32,632,100	49.98%	1.0000	32,632,100	65,291,332
CORWITH	12,079,900	50.00%	1.0000	12,079,900	24,159,800
DOVER	7,077,200	50.00%	1.0000	7,077,200	14,154,400
ELMIRA	8,184,000	50.00%	1.0000	8,184,000	16,368,000
HAYES	17,103,200	50.00%	1.0000	17,103,200	34,206,400
LIVINGSTON	19,722,450	50.00%	1.0000	19,722,450	39,444,900
OTSEGO LAKE	8,973,550	50.00%	1.0000	8,973,550	17,947,100
CITY OF GAYLORD	24,821,850	50.00%	1.0000	24,821,850	49,643,700
COUNTY TOTAL	178,085,750	49.99%		178,085,750	356,222,350

OTSEGO COUNTY
 JURISDICTIONS IN SCHOOL DISTRICTS
 2007 EQUALIZED VALUE

USE THIS ONE

04/17/2007

SCHOOLS	AGRICULTURAL		COMMERCIAL		RENTAL PROPERTY		INDUSTRIAL		RESIDENTIAL		DEVELOPMENTAL		TOTAL REAL		COMMERCIAL		PERSONAL PROPERTY		RESIDENTIAL		UTILITY		TOTAL PERSONAL		GRAND TOTAL	
69020																										
GAYLORD																										
	PAGLEY	2,743,600	36,761,394	19,336,212	241,609,000	0	299,651,026	8,617,350	4,327,650	0	0,256,950	21,221,950	320,872,976													
	CHESTER	6,484,700	1,254,700	1,393,700	10,959,400	0	58,092,500	393,500	0	0	16,786,800	17,180,300	75,272,800													
	DOVER	1,001,400	6,111,500	39,800	13,049,900	0	20,204,600	2,349,350	0	1,115,550	3,664,200	23,659,500														
	ELMIRA	6,269,293	3,904,600	0	72,729,181	0	82,902,074	1,245,600	4,000	0	6,934,200	8,184,000	91,166,074													
	HAYES	6,497,600	3,235,500	1,540,500	125,284,600	0	136,558,400	201,600	0	0	16,901,400	17,103,200	151,661,600													
	LIVINGSTON	12,725,100	38,811,600	600,800	84,831,950	0	136,766,650	10,421,300	477,900	0	8,365,450	19,664,650	156,431,300													
	OTSEGO LAKE	90,600	7,260,200	0	187,012,100	0	194,362,900	2,277,100	2,950,750	0	2,381,650	7,609,500	201,972,400													
	CITY OF GAYLORD	15,813,493	243,977,994	42,187,832	822,896,531	0	1,141,878,850	46,647,050	9,683,380	0	3,178,000	24,821,850	1,261,136,200													
69021																										
GAYLORD (NO DEBT)																										
69030																										
JONHARRISBURG/LEWISTON																										
	CHARLTON	17,365,200	1,722,100	3,086,000	119,031,300	0	141,204,600	166,300	0	26,162,650	26,269,550	167,474,150														
	CHESTER	1,865,200	283,300	7,400	34,186,100	0	36,142,000	117,350	0	15,114,450	15,451,800	51,793,800														
	DOVER	6,507,400	5,370,300	122,200	23,540,400	0	35,540,400	205,200	0	3,277,550	3,482,650	39,023,050														
	TOTALS	25,737,800	7,375,700	3,215,700	178,757,800	0	213,007,000	629,350	0	44,574,650	45,204,000	358,291,000														
69040																										
VANDERBILT																										
	COBBETH	2,383,600	5,416,900	2,688,800	75,232,600	0	85,741,900	2,201,050	7,739,950	0	2,138,900	12,079,900	97,821,800													
	DOVER	1,202,900	305,500	0	3,253,800	0	4,762,200	9,850	0	129,650	129,650	4,891,850														
	LIVINGSTON	1,444,000	407,900	0	1,520,900	0	5,132,800	0	0	47,950	0	57,800	5,430,600													
	TOTALS	5,030,500	6,150,300	2,688,800	82,007,300	0	95,676,900	2,210,900	7,739,950	0	2,316,500	12,287,150	108,144,250													
69045																										
CRANFORD/AUSABLE																										
	OTSEGO LAKE	0	1,409,000	0	10,857,000	0	12,266,000	25,450	808,700	0	529,550	1,363,700	13,629,700													
	CRANFORD/AUSABLE	0	0	0	0	0	0	0	0	0	0	0	0													
	OTSEGO LAKE	0	0	0	0	0	0	0	0	0	0	0	0													
	TOTALS	0	1,409,000	0	10,857,000	0	12,266,000	25,450	808,700	0	529,550	1,363,700	13,629,700													
69050																										
C.O.P. INTERMEDIATE																										
	BACLEY	2,743,600	36,761,394	19,336,212	241,609,800	0	299,651,026	8,617,350	4,327,650	0	0,256,950	21,221,950	320,872,976													
	CHARLTON	17,365,200	1,722,100	3,086,000	119,031,300	0	141,204,600	166,300	0	26,162,650	26,269,550	167,474,150														
	CHESTER	8,549,900	1,538,000	1,401,100	83,145,500	0	94,434,500	720,850	0	31,921,650	32,643,200	127,076,700														
	COBBETH	2,383,600	5,416,900	2,688,800	75,232,600	0	85,741,900	2,201,050	7,739,950	0	2,138,900	12,079,900	97,821,800													
	DOVER	8,713,700	11,787,900	182,100	39,844,100	0	60,507,200	2,584,450	0	0	4,522,750	7,077,200	67,581,400													
	ELMIRA	6,268,293	3,904,600	0	72,729,181	0	82,902,074	1,245,600	4,000	0	6,934,200	8,184,000	91,166,074													
	HAYES	6,497,600	3,235,500	1,540,500	125,284,600	0	136,558,400	201,600	0	0	16,901,400	17,103,200	151,661,600													
	LIVINGSTON	14,169,100	39,219,500	600,800	88,532,850	0	142,141,450	10,821,150	477,900	0	8,365,450	19,664,650	156,431,300													
	OTSEGO LAKE	90,600	7,260,200	0	187,012,100	0	194,362,900	2,277,100	2,950,750	0	2,381,650	7,609,500	201,972,400													
	CITY OF GAYLORD	15,813,493	243,977,994	42,187,832	822,896,531	0	1,141,878,850	46,647,050	9,683,380	0	3,178,000	24,821,850	1,261,136,200													
	TOTALS	66,501,793	258,503,994	48,092,312	1,001,661,631	0	1,452,839,750	49,487,850	17,423,250	0	109,811,150	176,721,700	1,629,561,450													
69055																										
C.O.O.R. INTERMEDIATE																										
	OTSEGO LAKE	0	1,409,000	0	10,857,000	0	12,266,000	25,450	808,700	0	529,550	1,363,700	13,629,700													
	TOTALS	0	1,409,000	0	10,857,000	0	12,266,000	25,450	808,700	0	529,550	1,363,700	13,629,700													
69060																										
KIRTLAND COMMUNITY																										
	OTSEGO LAKE	0	1,409,000	0	10,857,000	0	12,266,000	25,450	808,700	0	529,550	1,363,700	13,629,700													
	TOTALS	0	1,409,000	0	10,857,000	0	12,266,000	25,450	808,700	0	529,550	1,363,700	13,629,700													
69065																										
STATE EQUALIZED VALUE																										
	OTSEGO LAKE	0	1,409,000	0	10,857,000	0	12,266,000	25,450	808,700	0	529,550	1,363,700	13,629,700													
	TOTALS	0	1,409,000	0	10,857,000	0	12,266,000	25,450	808,700	0	529,550	1,363,700	13,629,700													

**OTSEGO COUNTY
JURISDICTIONS IN SCHOOL DISTRICTS
2007 EQUALIZED VALUE**

04/17/2007

SCHOOLS	REAL PROPERTY					TOTAL REAL	TOTAL PERSONAL	GRAND TOTAL
	AGRICULTURAL	COMMERCIAL	INDUSTRIAL	RESIDENTIAL	DEVELOPMENTAL			
69020 GAYLORD								
	BAGLEY	2,743,600	36,761,394	18,336,232	241,809,800	0	21,221,950	320,872,976
	CHESTER	6,484,700	1,234,700	1,393,700	48,939,400	58,029,500	17,180,300	75,272,800
	DOVER	1,003,400	6,111,500	39,800	13,049,900	20,204,600	3,464,900	23,669,500
	ELMIRA	6,268,293	3,984,600	0	72,729,181	82,982,074	8,184,000	91,166,074
	HAYES	6,497,800	3,235,500	1,540,500	125,284,600	136,538,400	17,103,200	153,661,600
	LIVINGSTON	12,725,100	38,811,600	600,000	84,631,950	19,664,650	19,664,650	39,329,300
	OTSEGO LAKE	90,600	7,260,200	0	187,012,100	194,362,900	7,609,500	201,972,400
	CITY OF GAYLORD	0	143,538,500	20,277,600	49,419,600	215,255,700	74,821,850	290,077,550
TOTALS		35,813,493	242,977,994	42,187,832	822,896,531	0	119,250,350	1,203,126,200
69021 GAYLORD/NO DEBT								
	OTSEGO LAKE	0	0	0	1,219,300	0	330	1,219,630
TOTALS		0	0	0	1,219,300	0	330	1,219,630
69030 JOHANNESBURG/LEWISTON								
	CHARLTON	17,365,200	1,722,100	3,086,000	119,031,300	141,204,600	26,269,550	167,474,150
	CHESTER	1,865,200	283,300	7,400	34,186,100	36,342,000	15,451,800	51,793,800
	DOVER	6,507,400	5,370,500	122,300	23,540,400	35,540,400	3,482,650	39,023,050
	VANDERBILT	25,737,800	7,375,700	3,315,700	176,757,800	213,087,000	45,204,000	258,291,000
TOTALS		50,475,600	15,351,600	4,521,400	233,505,800	296,174,000	84,308,000	514,987,800
69040 VANDERBILT								
	CORWITH	2,383,600	5,436,900	2,688,800	75,232,600	83,741,900	12,079,900	97,821,800
	DOVER	1,202,900	305,500	0	3,233,800	4,762,200	129,650	4,891,850
	LIVINGSTON	1,444,000	407,300	0	3,520,900	5,372,800	57,800	5,430,600
TOTALS		5,030,500	6,150,300	2,688,800	82,007,300	93,876,900	12,267,350	108,144,250
20015 CRAWFORD/USABLE								
	OTSEGO LAKE	0	1,400,000	0	10,857,000	12,266,000	1,363,700	13,629,700
TOTALS		0	1,400,000	0	10,857,000	12,266,000	1,363,700	13,629,700
20015 CRAWFORD/USABLE								
	OTSEGO LAKE	0	0	0	0	0	0	0
TOTALS		0	0	0	0	0	0	0
20015 C.P. INTERMEDIATE								
	BAGLEY	2,743,600	36,761,394	18,336,232	241,809,800	0	21,221,950	320,872,976
	CHARLTON	17,365,200	1,722,100	3,086,000	119,031,300	141,204,600	26,269,550	167,474,150
	CHESTER	8,349,900	1,538,000	1,401,100	83,146,500	94,434,500	32,632,100	127,066,600
	CORWITH	2,383,600	5,436,900	2,688,800	75,232,600	83,741,900	12,079,900	97,821,800
	DOVER	8,713,700	1,197,300	162,100	39,844,100	60,597,200	7,077,200	67,584,400
	ELMIRA	6,268,293	3,984,600	0	72,729,181	82,982,074	8,184,000	91,166,074
	HAYES	6,497,800	3,235,500	1,540,500	125,284,600	136,538,400	17,103,200	153,661,600
	LIVINGSTON	14,169,100	39,219,500	600,000	88,152,850	142,141,450	19,722,450	161,863,900
	OTSEGO LAKE	90,600	7,260,200	0	187,012,100	194,362,900	7,609,500	201,972,400
	CITY OF GAYLORD	0	143,538,500	20,277,600	49,419,600	215,255,700	74,821,850	290,077,550
TOTALS		66,381,793	236,503,934	48,092,332	1,031,661,631	1,452,839,750	176,321,850	1,629,561,480
C.O.O.R. INTERMEDIATE								
	OTSEGO LAKE	0	1,409,000	0	10,857,000	12,266,000	1,363,700	13,629,700
TOTALS		0	1,409,000	0	10,857,000	12,266,000	1,363,700	13,629,700
KIRTLAND COMMUNITY								
	OTSEGO LAKE	0	1,409,000	0	10,857,000	12,266,000	1,363,700	13,629,700
TOTALS		0	1,409,000	0	10,857,000	12,266,000	1,363,700	13,629,700
STATE EQUALIZED VALUE								
		1,644,110,800	1,409,000	0	10,857,000	12,266,000	1,363,700	13,629,700

NEW FEE SCHEDULE FOR THE EQUALIZATION DEPARTMENT:

COPIES IN THE OFFICE:

SELF SERVE

Single copies (8 1/2x11, 8 1/2x14)	\$1.00 each
Up to four copies (11x17)	\$2.00 each
4 or more copies (11x17) if from plat book for other than owner.	\$3.00 each

IF DONE BY STAFF

Double the cost for copies

PRINT OUTS FROM EQUALIZER:	\$1.00 each
For printing on 8 1/2 x 11 inch paper:	

LISTS FROM THE EQUALIZER

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

FOR DOWNLOADS OF ELECTRONIC DATA (Equalizer Program)

For entire County or entire Township

Public sector - \$500.00 per request

Private sector - ~~\$1,000.00~~* per request

*Amended to \$500.00

MAPS (8 1/2 X 11 1/2) from MapInfo

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

OTHER OFFICE FEES

AERIALS

1 ST copy	\$15.00
each additional copy	\$12.00

FAXED INFORMATION

Each sheet	\$ 5.00
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HOUSE NUMBERS

\$25.00 per request

GEOGRAPHIC INFORMATION SYSTEM
MAP DIGITAL DATA PRICING

FOR PUBLIC SECTOR

SUBSCRIPTION RATE:

(The layers involved will be ROAD, WATER AND PARCEL)

Public sector (single town and range)	
Annual update:	\$0.10 per parcel
Quarterly update:	\$0.25 per parcel
Public sector (for multiple town and ranges)	
Annual update:	\$0.10 per parcel
Quarterly update:	\$0.25 per parcel
Public sector (entire county)	
Annual update	\$0.10 per parcel
Quarterly update	\$0.25 per parcel

FOR PRIVATE SECTOR:

SUBSCRIPTION RATE

(The layers involved will be – Road, Water and Parcel)

Private sector (single town and range)	
Annual update:	\$0.20 per parcel
Quarterly update	\$0.50 per parcel
Private sector (multiple town and ranges)	
Annual update:	\$0.20 per parcel
Quarterly update	\$0.50 per parcel
Private sector (for the entire county – road, water and parcel layers)	
Annual update	\$6,000.00
Quarterly update	\$2,500.00 per quarter

The Otsego County Equalization Departments fee schedule was established in accordance with The Otsego County Enhanced Access Policy, as required by the State of Michigan Public Act 462 of 1996.

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

Approved



May 8, 2007
Agenda

AIA® Document A101™ – 1997

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a STIPULATED SUM*

AGREEMENT made as of the Eighth day of May
in the year of Two Thousand Seven
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

Otsego County
225 West Main Street
Gaylord, Michigan 49735

and the Contractor:
(Name, address and other information)

L & L Contracting, Inc.
9810 N. Straits Hwy.
P.O. Box 381
Cheboygan, Michigan 49721

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

The Project is:
(Name and location)

Otsego County
Alpine Center Repairs
800 Livingston Blvd.
Gaylord, Michigan 49735

The Architect is:
(Name, address and other information)

Bradley J. Butcher & Associates, PC
147 West Main Street, Suite 303
Gaylord, Michigan 49735
989.731.4343 / fax 989.731.5037

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

May 9, 2007

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than _____ days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

August 3, 2007

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

Liquidated Damages to be \$250.00 per day in the event of failure to complete the work by the Substantial Completion date.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Eighty-Eight Thousand Five Hundred Eighty-Eight--- Dollars (\$ 288,588.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

N/A

§ 4.3 Unit prices, if any, are as follows:

N/A

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the thirtieth day of a month, the Owner shall make payment to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:
(Name, address and other information)

John Burt, Administrator
Otsego County
225 West Main Street
Room 203
Gaylord, Michigan 49735

§ 7.4 The Contractor's representative is:
(Name, address and other information)

Robert LaHale, Vice President
L & L Contracting, Inc.
9810 N. Straits Hwy.
P.O. Box 381
Cheboygan, Michigan 49721

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

N/A

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated 4/9/07 and are as follows

Document	Title	Pages
----------	-------	-------

Refer to Exhibit "A"

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
---------	-------	-------

Refer to Exhibit "A"

§ 8.1.5 The Drawings are as follows, and are dated April 9, 2007 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

Refer to Exhibit "B"

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum No. 1	April 16, 2007	3

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Exhibit "A", "Table of Contents," consisting of 1 page

Exhibit "B", "Drawing Index," consisting of 1 page

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OTSEGO COUNTY

L & L CONTRACTING, INC.

OWNER (Signature)

CONTRACTOR (Signature)

John Burt, County Administrator
(Printed name and title)

Robert LaHaie, Vice President
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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ALPINE CENTER REPAIRS
 OTSEGO COUNTY
 GAYLORD, MICHIGAN
 PROJECT # 07-205

Advertisement For Bids..... AD-1
 Instructions To Bidders IB-1 to IB-6
 Bid Form BF-1 to BF-4
 Noncollusion Affidavit of Prime Bidder..... NCA-1
 Bidder Information..... BI-1
 Subcontractor Information..... SI-1
 Subdivision of Bid SD-1
 County of Otsego Administrative Policy Manual 6

Technical Specifications

DIVISION 01 – GENERAL REQUIREMENTS

011000 Summary 4
 012900 Payment Procedures 4
 013100 Project Management & Coordination 7
 013200 Construction Progress Documentation 5
 013300 Submittal Procedures 8
 015000 Temporary Facilities & Controls 5
 017700 Closeout Procedures 4
 017823 Operation and Maintenance Data 5
 017900 Demonstration and Training 4

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

061000 Rough Carpentry 3
 061600 Sheathing 4

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

072413 Polymer-Based Exterior Insulation and Finish System (EIFS) 9

DIVISION 08 – DOORS AND WINDOWS

085113 Aluminum Windows 10

DIVISION 09 – FINISHES

092900 Gypsum Board 4
 099123 Interior Painting 5

DRAWING INDEX

NO.	SHEET DESCRIPTION
	COVER PAGE
A-2.1	EXTERIOR ELEVATIONS
A-2.2	EXTERIOR ELEVATIONS
A-3.1	DETAILS
A-3.2	DETAILS
M-1.1	GROUND FLOOR MECHANICAL / ELECTRICAL PLAN
M-1.2	FIRST FLOOR MECHANICAL / ELECTRICAL PLAN
M-1.3	SECOND FLOOR MECHANICAL / ELECTRICAL PLAN
M-1.4	THIRD FLOOR MECHANICAL / ELECTRICAL PLAN

RESOLUTION NO. OCR 07-20

**A RESOLUTION TO APPROVE THE BALLOT LANGUAGE FOR A
MILLAGE PROPOSITION TO PROVIDE FUNDS FOR THE
OPERATION AND MAINTENANCE OF THE OTSEGO COUNTY BUS SYSTEM
AND TO SUBMIT THE PROPOSITION TO THE ELECTORATE
IN A SPECIAL ELECTION ON AUGUST 7, 2007**

**OTSEGO COUNTY BOARD OF COMMISSIONERS
May 8, 2007**

Recitals

- A. Otsego County currently operates and maintains a bus system and employs individuals to carry out the functions of the bus system for the benefit of county residents and others visiting the county.
- B. Because of current budget constraints within the county, the Otsego County Board of Commissioners desires to obtain voter approval to renew the previously approved millage increase to provide funds for operating and maintaining the Otsego County Bus System, including personnel and administrative costs and capital improvement expenses.
- C. The county finds it appropriate to hold a special election on August 7, 2007, and submit this millage proposition to the electorate at this election.

Resolution

NOW, THEREFORE, THE OTSEGO COUNTY BOARD OF COMMISSIONERS HEREBY RESOLVES that:

- 1. The following proposition, the language of which is hereby approved by the Otsego County Board of Commissioners and certified to the Otsego County Clerk, shall be submitted to the electors of Otsego County for a vote at an August 7, 2007 special election:

BALLOT LANGUAGE

OTSEGO COUNTY

This proposal is intended to renew the previously approved Otsego County Bus System millage. The proposal will permit the County to levy up to 1/4 of a mill to provide funding for operating and maintaining the Otsego County bus system in the years 2009 through 2013, inclusive. This same millage amount was previously approved by the voters and will expire following the levy in December, 2008. As a result, this proposal merely continues the millage for the Otsego County Bus System through 2013.

Shall the tax limitation imposed under Article IX, Section 6 of the Michigan Constitution on the amount of ad valorem taxes which may be levied by the County of Otsego, State of Michigan, against taxable property in the County be increased by up to one-fourth (1/4) of a mill (\$.25 per \$1,000 of taxable value) for a period of five (5) years, 2009 through 2013, inclusive, for the purpose of providing funding for operating and maintaining the Otsego County bus system, and shall the Otsego County Board of Commissioners be authorized to levy such millage for these purposes? If approved and levied in its entirety, this millage would raise an estimated \$307,345.00 for Otsego County in 2009.

RESOLUTION NO. OCR 07-21

**A RESOLUTION TO APPROVE THE BALLOT LANGUAGE FOR A
MILLAGE PROPOSITION TO PROVIDE FUNDS FOR THE
OPERATION AND MAINTENANCE OF THE OTSEGO COUNTY
EMERGENCY MANAGEMENT SYSTEM
AND TO SUBMIT THE PROPOSITION TO THE ELECTORATE
IN A SPECIAL ELECTION ON AUGUST 7, 2007**

**OTSEGO COUNTY BOARD OF COMMISSIONERS
May 8, 2007**

Recitals

- A. Currently an Emergency Medical Services and Rescue system operates within Otsego County which includes equipment and personnel needed to carry out the functions of the Emergency Medical Service for the benefit of county residents and others visiting the county.
- B. Because of current budget constraints within the county, the Otsego County Board of Commissioners desires to obtain voter approval to renew the previously approved millage increase to provide funds for operating and maintaining the Otsego County Emergency Medical Services and Rescue system, including personnel and administrative costs and capital improvement expenses.
- C. The county finds it appropriate to hold a special election on August 7, 2007, and submit this millage proposition to the electorate at this election.

Resolution

**NOW, THEREFORE, THE OTSEGO COUNTY BOARD OF
COMMISSIONERS HEREBY RESOLVES that:**

- 1. The following proposition, the language of which is hereby approved by the Otsego County Board of Commissioners and certified to the Otsego County Clerk, shall be submitted to the electors of Otsego County for a vote at a August 7, 2007 special election:

BALLOT LANGUAGE

OTSEGO COUNTY

This proposal is intended to renew the previously approved Emergency Medical Services millage. The proposal will permit the County to levy up to 4/10 of a mill to provide funding for the ambulance and emergency medical services in Otsego County in the years 2009 through 2013, inclusive. This same millage amount was previously approved by the voters and will expire following the levy in December, 2008. As a result, this proposal merely continues the millage for the ambulance and emergency medical services through 2013.

Shall the tax limitation imposed under Article IX, Section 6 of the Michigan Constitution on the amount of ad valorem taxes which may be levied by the County of Otsego, State of Michigan, against taxable property in the County be increased by up to four-tenths (4/10) of a mill (\$.40 per \$1,000 of taxable value) for a period of five (5) years, 2009 through 2013, inclusive, for the purpose of providing funding of the ambulance and emergency medical services, including personnel and administrative costs and capital improvement expenses, and shall the Otsego County Board of Commissioners be authorized to levy such millage for these purposes? If approved and levied in its entirety, this millage would raise an estimated \$491,430.00 for Otsego County in 2009.

RESOLUTION NO. OCR 07-22
Proclaiming National Police Week & Police Memorial Day

OTSEGO COUNTY BOARD OF COMMISSIONERS
May 8, 2007

WHEREAS, The Congress of the United States of America has designated the week of May 13th to be dedicated as ‘NATIONAL POLICE WEEK’ and May 15th of each year to be “POLICE MEMORIAL DAY”; and

WHEREAS, The law enforcement officers are our guardians of life and property, defenders of the individual right to be free people, warriors in the war against crime and dedicated to the preservation of life, liberty and the pursuit of happiness; and

WHEREAS, The County of Otsego desires to honor the valor, service and dedication of its own SHERIFF DEPUTIES; and

WHEREAS, It is known that every 53 hours an American Law Enforcement Officer will be killed in the line of duty somewhere in the United States and each year more than 56,000 officers will be seriously assaulted in the performance of their duties; our community joins with other cities and counties to honor all peace officers everywhere; now, therefore, be it

RESOLVED, that we proclaim the week of MAY 13TH to MAY 19TH to be “POLICE WEEK” and call upon all our citizens in this community to especially honor and show our sincere appreciation for the SHERIFF DEPUTIES of this County by deed, remark and attitude; and be it further

RESOLVED that the flags be flown at half-staff on MAY 15TH in honor of Deputy Carl L. Darling, Jr., who gave his life in the line of duty on May 3, 1986; Sergeant Larry C. Washburn, who died while on duty on May 15, 1994 and Deputy John K. Gunsell, who was killed in the line of duty on September 12, 2004.

**RESOLUTION NO. OCR 07-23
AUTHORIZING RESOLUTION**

OTSEGO COUNTY BOARD OF COMMISSIONERS
May 8, 2007

WHEREAS, the Otsego County Board of Commissioners is the owner of a property located at 381 Klarer Hinnel Dr., Gaylord, Michigan 49735 and has a mortgage recorded in Liber 623, Pages 155-162 in the name Amy Lynne Henion, a single woman a/k/a Amy Henion and Loan Modification in Liber 634, Pages 722-723, and

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

RESOLVED, that Otsego County hereby issues a DISCHARGE OF MORTGAGE to, Amy Lynne Henion, a single woman a/k/a Amy Henion and be it further

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

**RESOLUTION NO. OCR 07-24
AUTHORIZING RESOLUTION**

OTSEGO COUNTY BOARD OF COMMISSIONERS
May 8, 2007

WHEREAS, the Otsego County Board of Commissioners is the owner of a property located at 710 South Illinois, Gaylord, Michigan 49735 and has a mortgage recorded in Liber 745, Pages 433-441 in the name of Todd S. Reid, a single man and Loan Modification in Liber 754, Pages 435-437, a Lien Property Agreement in Liber 745, Pages 442-443 and an Amended Lien Property Agreement in Liber 754, Pages 438-439 and

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

RESOLVED, that Otsego County hereby issues a DISCHARGE OF MORTGAGE to, Todd S. Reid, a single man and be it further

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

State of Michigan
EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)
AGREEMENT FOR FY 2007

October 1, 2006 through September 30, 2007

CFDA # 97.042

This Emergency Management Performance Grant (EMPG) Agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division, hereinafter called the Subgrantor, and

OTSEGO COUNTY EMERGENCY SERVICES

hereinafter called the Subgrantee.

I. Purpose

The purpose of this Grant Agreement is to provide federal Emergency Management Performance Grant (EMPG) funds to the Subgrantee for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency.

II. Objectives

The principal objective of this Grant Agreement is to provide financial assistance for the development and maintenance of an effective, integrated emergency management organization in the Subgrantee's political jurisdiction so that the Subgrantee can:

- A. Achieve and maintain effective operational capabilities based on the ability to recruit, develop, and retain the necessary personnel to ensure well-trained, experienced professionals and specialists for key positions.
- B. Plan, train, exercise, and evaluate capabilities to ensure adequate response to all-hazards emergencies.
- C. Support federal and state efforts to protect lives and prevent the loss of property from all hazards, reduce human suffering and enhance recovery of communities after a disaster strikes or an act of terrorism occurs, and ensure the public is served in a timely and efficient manner.
- D. Develop and maintain hazard identification and risk reduction through mitigation activities.

III. Statutory Authority

Funding for the Fiscal Year (FY) 2007 Emergency Management Performance Grant (EMPG) is authorized by the Fiscal Year (FY) 2007 Department of Homeland Security (DHS) Appropriations Act (P.L. 109-295), the Departments of Veterans Affairs, Housing and Urban Development, and Independent Agencies Appropriations Act, 2000, Public Law 106-74; 38 U.S.C. 301; Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Title II, Section 201(d), Title VI, Sections 611 and 613, 42 U.S.C. 5196 and 5196(b); and Public Law 93-288, as amended; 42 U.S.C. 5121 et seq., 42 U.S.C. 5195 et seq.

The Subgrantee agrees to comply with all EMPG program requirements in accordance with the Michigan Emergency Management Act, Act 390, P.A. of 1976, as amended, located at http://www.michigan.gov/documents/mspemd-Act_390_of_1976_7125_7.pdf, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, located at <http://www.fema.gov/about/stafact.shtm>, Emergency Management and Assistance Regulations (44 CFR),

located at http://www.access.gpo.gov/nara/cfr/waisidx_00/44cfrv1_00.html, Office of Management and Budget Circulars A-87, A-102 and A-133, as revised, located at <http://www.whitehouse.gov/omb/circulars/index.html>, 28 CFR Part 66, 28 CFR Part 67, 28 CFR Part 69, 28 CFR Part 70, and 28 CFR Part 83, located at http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html, the U.S. General Accounting Office Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, the Office of Grant Operations (OGO) Financial Management Guide located at <http://www.ojp.usdoj.gov/FinGuide>, the Emergency Management Performance Grant Guidebook and applicable state and federal laws and regulations.

IV. Emergency Management Performance Grant Award Amount and Restrictions

For FY 2007, the total EMPG award for the Subgrantee is \$11,904.00. The Subgrantor determined the Subgrantee's EMPG allocation as 34.145917% of the Subgrantee's emergency program manager's salary and fringe benefits. Because it is dependent upon the level of federal funding for the EMPG program, the award may be reduced if the level of federal funding is decreased. The subgrantee may receive less than the allocated amount if the subgrantee's cost share of wages and fringe benefits paid to the program manager are less than the total allocation. (This payment amount also includes the 3% eligible Management and Administrative (M&A) costs.) The Subgrantee's EMPG program budget, documented on the Local Budget for Emergency Management Performance Grant (form EMD-17), is incorporated into this Grant Agreement as Attachment A.

This Grant Agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subgrantee may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the program manager, and up to 3% of the allocation may be utilized for M&A costs.** No other expenditures are allowed.

Grant Agreement funds shall not be used for other purposes. The funds awarded in the Grant Agreement shall only be used to cover allowable costs that are incurred during the agreement period. Federal funds cannot exceed 50% of eligible costs of the program manager's salary and fringe benefits, including the 3% M&A costs. This award is contingent upon the Subgrantee's expenditure of at least 50% of the costs of the emergency management program, from non-federal sources. For further information on allowable local match sources and types of funds, see the Office of Grant Operations (OGO) Financial Management Guide. DHS administers cost sharing requirements in accordance with 44 CFR 13.24, which is located at http://a257.g.akamaitech.net/7/257/2422/04nov20031500/edocket.access.gpo.gov/cfr_2003/octqtr/pdf/44cfr13.24.pdf.

Unauthorized program expenditures include, but are not limited to, the following:

- A. Construction and renovation – limited. Additional information is available at <http://www.dol.gov/esa/programs/dbra/>.
- B. Hiring of Public Safety Personnel

Item B listed above may be eligible under the 3% Management and Administrative costs, although it is not eligible as a direct EMPG program expenditure.

V. Management and Administrative Costs (M&A Costs)

The EMPG program has allowable M&A costs for the local unit of government. The local jurisdiction may retain and use up to 3% of their subaward from the state for local M&A purposes. **In the EMPG program, the 3% M&A costs are included in the EMPG allocation, not in addition to the allocated amount. If M&A costs are claimed, a narrative must be submitted detailing the expenses that are included in these costs.** The expenditures must be for new staff and new expenses only. Allowable M&A costs include:

- A. Hiring of full-time or part-time staff or contractors/consultants:
 - 1. to assist with the management of FY07 EMPG funds
 - 2. to assist with design, requirements, and implementation of FY07 EMPG
- B. Hiring of full-time or part-time staff or contractors/consultants and expenses related to:
 - 1. FY07 EMPG pre-application submission management activities and application requirements
 - 2. Meeting compliance with reporting/data collection requirements, including data calls
- C. Development of operating plans for information collection and processing necessary to respond to DHS/G&T data calls
- D. Travel expenses directly related to management and administration of EMPG grant funds
- E. Meeting-related expenses directly related to management and administration of EMPG grant funds
- F. Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which are used primarily in support of the implementation of EMPG-related activities
- G. The following are allowable only within the period of performance of the grant program:
 - 1. Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. which are directly related to management and administration of FY 2007 EMPG grant funds
 - 2. Leasing and/or renting of space for newly hired personnel to administer programs within FY 2007 EMPG.

VI. Supplanting

This Grant Agreement designates EMPG funds for reimbursement of authorized costs. These funds shall not be used for other purposes. The funds awarded in the Grant Agreement shall only be used to cover allowable costs that are incurred during the Grant Agreement period. **The funds must supplement, not supplant, state or local funds.** Federal funds will only be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in the application review, in subsequent monitoring, and in the audit. The Subgrantee may be required to supply documentation certifying that they did not reduce non-federal funds because of receiving federal funds. Federal funds cannot be used to replace a reduction in non-federal funds or solve budget shortfalls in general fund programs.

VII. Responsibilities of the Subgrantee

The Subgrantee agrees to complete quarterly work activities identified in its Emergency Management Work Agreement (EMD-31). That report is incorporated into this Grant Agreement as Attachment B. The Subgrantee also agrees to comply with all applicable federal and state regulations, specifically including the following:

- A. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Subgrantor.
- B. Appoint an emergency management program manager who is able to assume responsibility for the following functions, either personally or through officers:
 - 1. Development and maintenance of programs and systems for effective coordination of community resources in all phases of emergency management: mitigation, preparedness, response and recovery.
 - 2. Planning and preparation for population protection, including evacuation, shelter/reception, logistics and resource management. Ensure that Executive Order #13347 entitled "Individuals with Disabilities in Emergency Preparedness" is being addressed. Further information can be found at the Disability and Emergency Preparedness Resource Center at www.dhs.gov/disabilitypreparedness.
 - 3. Planning and preparation for its appropriate role in response to natural and man-made emergencies and disasters.
 - 4. Exercising the emergency operations plan of the jurisdiction.
 - 5. Emergency management training.

6. Response and recovery from natural and manmade hazards, homeland security related incidents, and other emergencies that may threaten the safety and well-being of citizens and communities.
 7. Promoting public awareness of hazards and encouraging family and individual preparedness.
 8. Identifying and implementing measures to mitigate the negative impact of disasters and emergencies.
 9. Assure full NIMS compliance as detailed in state guidance by the end of FY 2007. NIMS information is available at <http://www.fema.gov/emergency/nims>.
 10. Identify needs and priorities for strengthening capabilities, while simultaneously addressing issues of state and national concern as identified both in the National Priorities and the Targeted Capabilities.
- C. Provide Subgrantor with complete job description for the federally funded EMPG program manager, including non-EMPG duties.
 - D. Notify the Subgrantor immediately of any changes in the EMPG funded program manager's position.
 - E. Submit this signed annual EMPG agreement, including all attachments, to Subgrantor.
 - F. Satisfactorily complete all work activities identified in the Emergency Management Work Agreement (EMD-31) as scheduled.
 - G. Submit an updated Exercise Plan and complete annual exercise activities as specified in the Subgrantee's emergency management annual work agreement.
 - H. Ensure the EMPG funded program manager completes specific training classes as required by the Annual Work Agreement for FY 2007.
 - I. Have on file with the EMD District Coordinator an approved and current emergency operations plan.
 - J. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - K. Submit the appropriate forms for reimbursement of eligible expenses to the appropriate District Coordinator on a quarterly basis.
 - L. Retain all financial records, supporting documents, statistical records, and all other records pertinent to the EMPG program for at least three years after the Subgrantee's final grant report, for purposes of federal or state examination and audit. EMD will review paperwork at the local jurisdiction during all audits (2006 and forward) to determine if NIMS implementation has taken place.
 - M. Perform the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and Office of Management and Budget Circular A-133, as revised. If an audit is required, submit a copy of the annual audit report to the Budget and Financial Services Division, Michigan Department of State Police, 714 South Harrison Road, East Lansing, Michigan 48823.
 - N. Comply with all items included in the Standard Assurances located at <http://www.ojp.usdoj.gov/Forms/assur.pdf> and Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirement (OJP Form 4061/6). These documents and all applicable attachments are incorporated into this Grant Agreement as Attachment C.
 - O. Comply with the Buy American Act (41 U.S.C. 10a). Grants authorized under the Stafford Act, including EMPG, must follow the standards of the Buy American Act. This Act requires that all materials purchased be produced in the United States, unless such materials are not available, or such a purchase would not be in the public interest.

VIII. Responsibilities of the Subgrantor

The Subgrantor, in accordance with the general purposes and objectives of this Grant Agreement, will:

- A. Administer the EMPG program in accordance with the State of Michigan Administrative Plan for the EMPG program and all applicable federal and state regulations and guidelines.
- B. Reimburse the Subgrantee in accordance with this Grant Agreement in an amount not to exceed 50% of allowable expenditures up to the Subgrantee's total EMPG award based upon appropriate reports, records, and documentation submitted by the Subgrantee. Quarterly reimbursements will

- be determined by the amount of the program manager's salary and fringe benefits submitted, including the 3% M&A costs, listed on the quarterly billing.
- C. Provide direction, training, and technical assistance to the Subgrantee.
 - D. Provide any special report forms and reporting formats to the Subgrantee for operation of the program.

IX. Payment and Reporting Procedures

- A. The Subgrantee agrees to prepare the Quarterly Billing Form (EMD-007) and submit it with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate District Coordinator no later than 20 days following the end of **each** quarter. The EMD-007 form must be used or the reimbursement request will not be processed.
- B. If the Subgrantee submits an incomplete or late quarterly billing report to the District Coordinator, the billing may not be processed until the following quarter.
- C. The Subgrantee agrees to prepare Emergency Management Quarterly Reports (EMD-31) and submit them to the appropriate District Coordinator no later than 20 days following the end of **each** quarter. Reimbursement of expenditures by the Subgrantor is contingent upon the Subgrantee's completion of scheduled work activities.
- D. If the Subgrantee fails to complete the scheduled work activities during a quarter, the Subgrantor will withhold reimbursement until either the work is completed or the Deputy State Director of Emergency Management and Homeland Security approves a delay in the completion of the activity. If scheduled work activities are not completed by the end of the fiscal year (September 30, 2007), any balance of the EMPG award may be forfeited.
- E. A Subgrantee that fails to complete the annual exercise requirement as scheduled within FY 2007 may be ineligible for EMPG funding for that quarter and all remaining quarters of FY 2007, and all subsequent quarters until the quarter when the qualifying exercise is completed.
- F. The Subgrantee is responsible for providing updated obligation and expenditure information on a regular basis through BSIR (Biannual Strategy Implementation Reports). The BSIR is due within 20 days after the end of the reporting period (July 20 with a reporting period of January 1 through June 30, and on January 20 with a reporting period of July 1 through December 31). Future awards and fund drawdowns may be withheld if these reports are delinquent. The final BSIR is due 120 days after the end date of the award period.
- G. The Subgrantee agrees to return to the Subgrantor any unobligated balance of funds held by the Subgrantee at the end of the agreement period or handle them in accordance with the instructions provided by the Subgrantor.
- H. Drawdown of Funds in Advance: Subgrantees may request funds up to **120** days prior to expenditure. All of the following requirements must be met to obtain advanced funds: 1) The Subgrantee must complete a letter stating that they have a cash flow problem. 2) These funds must be placed in an interest-bearing account that does not earn more than \$100 in interest per calendar year. Funds cannot be advanced for more than 120 days, at which time they must be returned to MSP EMHSD. Advances cannot be outstanding for over 120 days. 3) Any interest earned over \$100 must be returned to MSP EMHSD, and EMHSD must then return it to DHHS. ***Interest earned on funds placed in an interest-bearing account must be treated as program income and reinvested into allowable activities within the respective program area in which it was earned. Subgrantees must retain detailed documentation showing which funding stream(s) interest/program income was earned and how it was reinvested.*** Please consult the OGO Financial Management Guide or the applicable OMB Circular for additional guidance.

X. Employment Matters

Subgrantee shall comply with Title VI of the Civil Rights Act of 1964, as amended, the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Person's 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 Grant Agreement, 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, limited English proficiency (LEP), or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Subgrantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language guidance for grantees to help them comply with Title VI requirements. For additional information, please see <http://www.lep.gov>. Subgrantee agrees to include in every subcontract entered into for the performance of this Grant Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Grant Agreement.

Subgrantee shall ensure that no subcontractor, manufacturer or supplier of the Subgrantee for this Program appears in the register compiled by the Michigan Department of Consumer and Industry Services, Commercial Enforcement Unit, pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.* (State Contracts with Certain Employers Prohibited Act).

XI. Limitation of Liability

Subgrantor and Subgrantee to this Grant Agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity.

XII. Redistribution Prohibition

A grant awarded under this Grant Agreement shall be used by the Subgrantee and shall not be redistributed by the Subgrantee to any other entity unless specifically provided for in the Grant Agreement.

XIII. Third Parties

This Grant Agreement is not intended to make any person or entity not a party to this Grant Agreement a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XIV. Freedom of Information Act (FOIA)

Sub-grantor and Sub-grantee FY04 HSGP information constitutes records subject to the Michigan Freedom of Information Act (FOIA), MCL 15.231 *et seq.* However, section 13(1)(u) and (y), MCL 15.243(1)(u) and (y) of the FOIA, permit the exemption from public disclosure of the records of a public body's "security measures, including security plans, security codes and combinations, passwords, passes, keys, and security procedures, to the extent that the records relate to the ongoing security of the public body;" and "of measures designed to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs to the extent that those designs relate to the ongoing security measures of a public body, capabilities and plans for responding to a violation of the Michigan anti-terrorism act,...emergency response plans, risk planning documents, threat assessments, and domestic preparedness strategies, unless disclosure would not impair a public body's ability to protect the security or safety of persons or property or unless the public interest in disclosure outweighs the public interest in nondisclosure in the particular instance."

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health

infrastructures. Therefore, each sub-grantee agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis.

As a condition of this grant, before releasing any records, sub-grantee agrees to provide to the Department of State Police Emergency Management and Homeland Security, attention Public Information Officer, copies of all FOIA requests relating to the EMPG application or its administration.

XV. Agreement Period

This Grant Agreement is in full force and effect from **October 1, 2006, through September 30, 2007**. This Grant Agreement consists of two identical sets that may be simultaneously executed, each of which shall be deemed to be an original having identical legal effect. No costs eligible under this Grant Agreement shall be incurred before October 1, 2006. This Grant Agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the Grant Agreement. Upon any such termination, the Subgrantee agrees to return to the Subgrantor any funds not authorized for use.

XVI. Entire Grant Agreement

This Grant Agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between Subgrantor and Subgrantee, whether expressed, implied or oral. This Grant Agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the termination date set forth in Paragraph XV above. No party to this Grant Agreement may assign this Grant Agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. Subgrantee agrees to inform Subgrantor in writing immediately of any proposed changes of dates, budget, or services indicated in this Grant Agreement, as well as changes of address or personnel affecting this Grant Agreement. Changes in dates, budget, or services are subject to prior written approval of Subgrantor. If any provision of this Grant Agreement shall be deemed void or unenforceable, the remainder of the Grant Agreement shall remain valid.

XVII. Business Integrity Clause

The Subgrantor may immediately cancel the grant without further liability to the Subgrantor or its employees if the Subgrantee, an officer of the Subgrantee, or an owner of a 25% or greater share of the Subgrantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private grant or subcontract; or 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, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Subgrantor, reflects on the Subgrantee's business integrity.

XVIII. Official Certification

The individual or officer signing this Grant Agreement certifies by his or her signature that he or she is authorized to sign this Grant Agreement on behalf of the responsible governing board, official, or agency. Subgrantee further certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this grant by any federal department or agency. If Subgrantee is unable to certify to any portion of this statement, Subgrantee shall attach to this Grant Agreement an explanation of the reason.

For the Chief Elected Official:

Printed Name

Title

Signature

Date

For the Local Emergency Program Manager:

Printed Name

Title

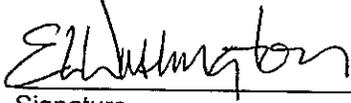
Signature

Date

For the Subgrantor:

Eddie Washington, Captain
Printed Name

Deputy State Director of Emergency Management
and Homeland Security
Title


Signature

APR 23 2007

Date

(061)

Motion to approve Stockman Tree Services, Inc. as the low bidder, at \$12,850.00, for tree removal services at the Otsego Lake County Park.



Department Head Hiring Policy

PURPOSE

The purpose of this policy is to set procedures for the hiring of non-elected department heads.

PROCESS

1. The County Administrator and the Human Resources Director will review applications, and possibly conduct an initial interview, to determine qualified applicants.
2. The County Administrator will form a committee to interview qualified applicants. The committee will be up to six members, made up of the following: County Administrator, Human Resources Director, Chairman of the Personnel Committee, County Commissioner liaison to the department committee (if relevant), other members will be appointed at the discretion of the County Administrator. The purpose of the committee is to provide recommendations to the County Administrator concerning the hiring of the department head.
3. The County Administrator may conduct an additional interview at his/her discretion.
4. The final decision on hiring department heads rests with the County Administrator.

05/01/2007
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OTSEGO COUNTY
PREPAID INVOICE LIST

PG 1
apwarrnt

WARRANT: B2007-18 05/01/2007

VENDOR	VENDOR NAME	R	INVOICE	PO	TYPE	DUE DATE	AMOUNT	VOUCHER	CHECK COMMENT
CASH ACCOUNT:	0001A		001000	CASH					
4553	STATE OF MICHIGA	00000	Q1-2007		DD	04/19/2007	24,522.80	24840	18007 1539075 Q1 UNEMPLOYMENT TA
1047	CELLULAR ONE	00000	210305281503	30100764	INV	04/24/2007	174.09	24858	147071 FEBRUARY/MARCH CELL CHARGE
3007	INTERNAL REVENUE	00003	1ST-QTR-07		INV	04/24/2007	309.82	24857	147072 1ST QTR OF 07
							25,006.71	CASH ACCOUNT	0001A 001000 TOTAL

05/01/2007
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OTSEGO COUNTY
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2007-18 05/01/2007

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1091	IMPREST CASH - JURY FUND	00002		INV	05/01/2007	17.60	07-19436-SD	24941	
	1 101E131 930940	CIRCT CT		WITNESS					
1091	IMPREST CASH - JURY FUND	00002		INV	05/01/2007	383.70	07-19436-SD3	24942	
	1 101E131 930930	CIRCT CT		JURY SVCS					
1091	IMPREST CASH - JURY FUND	00002		INV	05/01/2007	8.00	07-19700-FY	24940	
	1 101E131 930940	CIRCT CT		WITNESS					
						CHECK TOTAL			
						8.00			
						409.30			
1570	ALLTEL	0000037100741		INV	04/25/2007	87.01	04042007	24866	
	1 249E371 930230	BUILDING		CELL PH					
1570	ALLTEL	00000		INV	04/25/2007	77.23	APR-21-2007	25037	
	1 261E427 930230	EMGR SVCS		CELL PH					
						CHECK TOTAL			
						77.23			
						164.24			
1504	AMERICAN FIDELITY ASSURAN	00000		INV	05/01/2007	39.00	88809-MAY-07	24938	
	1 0704L 231285	PAYROLL		COURT AFA					
						CHECK TOTAL			
						39.00			
						39.00			
1504	AMERICAN FIDELITY ASSURAN	00001		INV	05/01/2007	138.66	2-01-07	24933	
	1 0704L 231285	PAYROLL		COURT AFA					
1504	AMERICAN FIDELITY ASSURAN	00001		INV	05/01/2007	122.66	3-01-07	24934	
	1 0704L 231285	PAYROLL		COURT AFA					
1504	AMERICAN FIDELITY ASSURAN	00001		INV	05/01/2007	122.66	4-01-07	24935	
	1 0704L 231285	PAYROLL		COURT AFA					
						CHECK TOTAL			
						122.66			
						383.98			
1027	AVFUEL CORPORATION	0000053700766		INV	04/25/2007	56.82	002282423	24865	
	1 281E537 726000	AIRPORT		SUPPLIES					
						CHECK TOTAL			
						56.82			
						56.82			
3728	TIMOTHY BORDNER	0000037100742		INV	04/25/2007	1,022.40	127	24988	
	1 249E371 801020	BUILDING		PROFESSNL					
						CHECK TOTAL			
						1,022.40			
						1,022.40			
3339	DANA CARRON	00000		INV	05/01/2007	1,183.95	06-3581-FH	24936	
	1 101E131 801023	CIRCT CT		APP ATTN					
						CHECK TOTAL			
						1,183.95			
						1,183.95			

05/01/2007
08:51 MAF

OTSEGO COUNTY
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH WARRANT: B2007-18 05/01/2007

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1047	CELLULAR ONE								
	1 101E267 930210			0000026700734	INV 04/25/2007	55.27	0422207	25039	
				PROSECTOR	TELEPHONE				
						CHECK TOTAL			1,183.95
1051	CITY OF GAYLORD								
	1 212E430 920200			00000212000768	INV 04/25/2007	134.96	MAR-APR-07	25008	
				ANM CTRL	H2O/SEWAGE				
						CHECK TOTAL			134.96
									134.96
						CHECK TOTAL			134.96
1059	CONSUMERS ENERGY								
	1 637E265 930620			00000	INV 04/25/2007	437.54	031812040307	24870	
				INDUS	BLDG GRNDS				
						CHECK TOTAL			437.54
1059	CONSUMERS ENERGY								
	1 212E430 930620			00000212000769	INV 04/25/2007	227.43	037730020307	25007	
				ANM CTRL	ELECTRIC				
						CHECK TOTAL			227.43
1059	CONSUMERS ENERGY								
	1 637E265 930620			00000	INV 04/25/2007	8.00	1203000307	24869	
				ALPCT	BLDG GRNDS				
						CHECK TOTAL			8.00
1059	CONSUMERS ENERGY								
	1 637E265 930620			00000	INV 04/25/2007	144.41	37510080407	25021	
				ALPCT	BLDG GRNDS				
						CHECK TOTAL			144.41
1059	CONSUMERS ENERGY								
	1 281E537 930620			0000053700769	INV 04/25/2007	92.79	37900070307	24862	
				AIRPORT	ELECTRIC				
						CHECK TOTAL			92.79
1059	CONSUMERS ENERGY								
	1 281E537 930620			0000053700770	INV 04/25/2007	18.93	37910050307	24861	
				AIRPORT	ELECTRIC				
						CHECK TOTAL			18.93
1059	CONSUMERS ENERGY								
	1 281E537 930620			0000053700768	INV 04/25/2007	1,619.80	379530009030	24863	
				AIRPORT	ELECTRIC				
						CHECK TOTAL			1,619.80
1059	CONSUMERS ENERGY								
	1 281E537 930620			0000053700771	INV 04/25/2007	3.51	38168020307	24864	
				AIRPORT	ELECTRIC				
						CHECK TOTAL			3.51
1059	CONSUMERS ENERGY								
	1 637E265 930620			00000	INV 04/25/2007	141.50	48430010407	25022	
				ALPCT	BLDG GRNDS				
						CHECK TOTAL			141.50
1059	CONSUMERS ENERGY								
	1 281E537 930620			0000053700772	INV 04/25/2007	301.20	49490060307	24859	
				AIRPORT	ELECTRIC				
						CHECK TOTAL			301.20
1059	CONSUMERS ENERGY								
	1 637E265 930620			00000	INV 04/25/2007	4,697.62	81080010307	24871	
				ALPCT	BLDG GRNDS				
						CHECK TOTAL			4,697.62

CASH ACCOUNT: 0001A 001000 CASH WARRANT: B2007-18 05/01/2007

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
2164 CRAWFORD COUNTY TREASURER	1 101E130 703010	00000		INV 04/30/2007					
	2 101E130 703020	TRIAL CT		DEP HEAD		6,296.09	46-2280C	24990	
	3 101E130 703030	TRIAL CT		SALARIED		6,072.33			
	4 101E130 704700	TRIAL CT		HOURLY		1,792.25			
	5 101E130 704200	TRIAL CT		NO INSRNCE		223.75			
	6 101E130 704110	TRIAL CT		FICA		598.71			
	7 101E130 704140	TRIAL CT		HOSP		6,498.35			
	8 101E130 704500	TRIAL CT		LIFE/DISAB		126.11			
	9 101E130 704600	TRIAL CT		UNEMPLMNT		17.72			
	10 101E130 704300	TRIAL CT		WORK COMP		144.46			
	11 101E130 726000	TRIAL CT		RETIREMENT		3,324.82			
	12 101E130 801020	TRIAL CT		SUPPLIES		104.35			
	13 101E130 920400	TRIAL CT		PROFESSNL		836.27			
	14 101E130 920520	TRIAL CT		MAINT SVC		96.21			
	15 101E130 930210	TRIAL CT		RENT-VEH		112.13			
	16 101E130 930500	TRIAL CT		TELEPHONE		671.25			
	17 101E130 940010	TRIAL CT		TRAVEL		44.57			
	18 101E130 970450	TRIAL CT		OUTSIDE		166.13			
	19 269E145 726210	LAW LIB		PROP-SFTWR		2,404.05			
	20 101E141 726000	FOC		ELC SUBSC		1,024.13			
	21 101E141 726025	FOC		SUPPLIES		68.47			
	22 101E141 920510	FOC		JANITORIAL		232.92			
	23 101E141 930210	FOC		RENT-BLDG		4,966.33			
	24 101E141 930620	FOC		TELEPHONE		571.93			
	25 101E141 940010	FOC		ELECTRIC		283.80			
	26 215E141 726000	FOC		OUTSIDE		288.28			
	27 215E141 726025	FOC		SUPPLIES		12.08			
	28 215E141 920510	FOC		JANITORIAL		41.10			
	29 215E141 930210	FOC		RENT-BLDG		876.41			
	30 215E141 930620	FOC		TELEPHONE		100.93			
	31 215E141 940010	FOC		ELECTRIC		50.08			
				OUTSIDE		50.87			
2164 CRAWFORD COUNTY TREASURER		00000		INV 04/30/2007		38,096.88			
	1 101E130 703010	TRIAL CT		DEP HEAD		3,148.05	46-3310C	24991	
	2 101E130 703020	TRIAL CT		SALARIED		3,043.65			
	3 101E130 703030	TRIAL CT		HOURLY		896.12			
	4 101E130 704200	TRIAL CT		FICA		289.98			
	5 101E130 704110	TRIAL CT		HOSP		2,071.34			
	6 101E130 704140	TRIAL CT		LIFE/DISAB		43.85			
	7 101E130 704500	TRIAL CT		UNEMPLMNT		142.47			
	8 101E130 704600	TRIAL CT		WORK COMP		72.09			
	9 101E130 704300	TRIAL CT		RETIREMENT		1,038.87			
	10 101E130 920400	TRIAL CT		MAINT SVC		88.47			
	11 101E130 920520	TRIAL CT		RENT-VEH		24.42			

CHECK TOTAL 7,756.06

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CASH ACCOUNT: 0001A 001000 CASH

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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
12	101E130			INSURANCE		5,148.60			
13	101E130			TRIAL CT		1,342.50			
14	101E130			TRIAL CT		24.79			
15	101E131			INSURANCE		548.57			
16	269E145			ELC SUBSC		347.64			
17	101E141			JANITORIAL		116.46			
18	101E141			RENT-BLDG		2,483.16			
19	101E141			INSURANCE		1,312.96			
20	101E141			TELEPHONE		1,071.42			
21	101E141			TRAVEL		24.73			
22	101E141			ELECTRIC		304.26			
23	215E141			JANITORIAL		20.55			
24	215E141			RENT-BLDG		438.20			
25	215E141			INSURANCE		231.70			
26	215E141			TELEPHONE		189.07			
27	215E141			TRAVEL		4.37			
28	215E141			ELECTRIC		53.69			
				CHECK TOTAL		24,521.98			
						62,618.86			
2055	U.S. POSTAL SERVICE	00000		INV	04/25/2007	1,000.00	MAY-2007	25033	
	1 0101A	103000		GF ASSET					
				POST INV					
				CHECK TOTAL		1,000.00			
3989	DYE, JOHN	00000		INV	04/26/2007	250.00	05-2007	24985	
	1 101E853	940110		HLTH RETIR					
				HLTH RET					
				CHECK TOTAL		250.00			
4556	FAST, BARRY L & KIMBERLY	00000		INV	04/20/2007	126.22	UNCAPPING-HO	24845	
	1 0516A	026020		DELQ TAX					
				CHG BACK					
				CHECK TOTAL		126.22			
1105	FORWARD CORPORATION	00001		INV	05/01/2007	100.00	T. HUFFMAN	25010	
	1 0701L	271130		GEN AGENCY					
				RESTITUT					
				CHECK TOTAL		100.00			
4558	FRIENDSHIP SHELTER	00000		INV	04/24/2007	1,210.00	BERDAN	24849	
	1 0701L	271000		GEN AGENCY					
				RESTITUT					
				CHECK TOTAL		1,210.00			
1785	GRACE CENTER	00000		INV	05/01/2007	500.92	4-6-07	24924	
	1 292E662	801030		CHILD CARE					
				TECHNICAL					
				CHECK TOTAL		500.92			

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CASH ACCOUNT: 0001A 001000 CASH WARRANT: B2007-18 05/01/2007

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
3790 RONALD HALM	1 0701L	00000	GEN AGENCY	INV 04/24/2007	23,620.00	500.92		24848	
				RESTITUT					
				CHECK TOTAL	23,620.00				
				CHECK TOTAL	23,620.00				
4545 SANDRA JENSEN	1 0701L	00000	GEN AGENCY	INV 04/25/2007	25.00			25004	
				CUST DEP					
				CHECK TOTAL	25.00				
4562 MARISA JOHNSON	1 101E267	00000	PROSECUTOR	INV 04/25/2007	9.50			24913	
				WITNESS					
				CHECK TOTAL	9.50				
4560 GREGG KELLER	1 101E267	00000	PROSECUTOR	INV 04/25/2007	13.50			24915	
				WITNESS					
				CHECK TOTAL	13.50				
4537 MACAO-MI ASSOC OF COUNTIE	1 645E201	00000	FINANCE	INV 04/25/2007	75.00			07-SPRING-CO 25011	
	2 645E172	930600	ADMIN	MEMB/DUES					
				MEMB/DUES					
				CHECK TOTAL	150.00				
2110 MICHIGAN STATE POLICE -BF	1 0701L	00000	GEN AGENCY	INV 04/25/2007	25.00			551257647	24984
				SEX OFFEND					
				CHECK TOTAL	25.00				
1178 MJ COMPUTER SERVICES INC	1 101E131	00000	CIRCT CT	INV 05/01/2007	367.80			10750	24939
				MAINT SVC					
				CHECK TOTAL	367.80				
3434 NORTHWESTERN BANK-CARDMEM	1 101E301	00000	SHERIFF	INV 04/25/2007	625.52			MAR-APR-07	24920
	2 281E537	930210	AIRPORT	OUTSIDE					
	3 645E172	930500	ADMIN	TELEPHONE	60.10				
	4 281E537	726000	AIRPORT	TRAVEL	76.80				
	5 0101A	103000	GF ASSET	SUPPLIES	250.19				
	6 588E699	726025	OPERATIONS	POST INV	93.50				
				JANITORIAL	62.78				
				CHECK TOTAL	1,168.89				
				CHECK TOTAL	1,168.89				

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OTSEGO COUNTY
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH WARRANT: B2007-18 05/01/2007

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
3815 Northern Mich Society for	1 645E270 704400	HR		INV	04/19/2007	15.00	5-18-2007	24841	
				TRAINING		15.00			
				CHECK TOTAL		15.00			
1545 OMS COMPLIANCE SERVICES I	1 588E699 940010	OPERATIONS		INV	04/19/2007	71.50	42437	24842	
				OUTSIDE		71.50			
1545 OMS COMPLIANCE SERVICES I	1 588E699 940010	OPERATIONS		INV	04/19/2007	143.00	42503-04	24846	
				OUTSIDE		143.00			
1545 OMS COMPLIANCE SERVICES I	1 588E699 940010	OPERATIONS		INV	04/26/2007	73.50	42593	24986	
				OUTSIDE		73.50			
				CHECK TOTAL		288.00			
2649 OTSEGO COUNTY TREAS	1 101E131 930930	CIRCT CT		INV	04/20/2007	2,175.30	JURYBOX	24843	
				JURY SVCS		2,175.30			
				CHECK TOTAL		2,175.30			
2649 OTSEGO COUNTY TREAS	1 101E131 930930	CIRCT CT		INV	04/20/2007	587.90	JURYBOXRIEMB	24844	
				JURY SVCS		587.90			
				CHECK TOTAL		587.90			
2649 OTSEGO COUNTY TREAS	1 101E131 930930	CIRCT CT		INV	04/20/2007	962.00	JURYBX-REIMB	24847	
				JURY SVCS		962.00			
				CHECK TOTAL		962.00			
4561 QUALITY INN-GAYLORD	1 101E267 930940	PROSECUTOR		INV	04/25/2007	45.86	WITNESS	24914	
				WITNESS		45.86			
				CHECK TOTAL		45.86			
1867 ROSCOMMON COUNTY	1 292E662 930810	CHILD CARE		INV	05/01/2007	948.00	900	24925	
				OTHR INST		948.00			
				CHECK TOTAL		948.00			
4459 RUTKOWSKI, JAMES	1 0701L 271148	GEN AGENCY		INV	05/01/2007	35.00	1172	24927	
				RESITUTJ		35.00			
				CHECK TOTAL		35.00			
1544 GLORIA SAWYER	00000			INV	05/01/2007		4-5-07-B	24922	

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DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH WARRANT: B2007-18 05/01/2007

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1432 THOMAS SAWYER	1 101E133 940010 RDSS	UNSHARED		OUTSIDE		40.00			
	1 101E133 940010 RDSS	UNSHARED		OUTSIDE		40.00			
	2 101E133 930500 RDSS	UNSHARED		TRAVEL		46.56			
						CHECK TOTAL	4-S-07-B	24923	
3787 BRUCE SCOTT	1 233E690 940010 5GDBG HOUSING			OUTSIDE		100.00			
						CHECK TOTAL	03HPR05	25012	
3776 WILLIAM PAUL SLOUGH	1 101E131 704400	CIRCT CT		TRAINING		150.00			
						CHECK TOTAL	ARMA-REG	24839	
3006 SAULT STE MARIE TRIBE - C	1 292E662 930810	CHILD CARE		OTHR INST		240.00			
						CHECK TOTAL	3-31-07	24926	
4566 THE SENTINEL GROUP LTD	1 101E320 704400	JSTCE TRN		TRAINING		835.00			
						CHECK TOTAL	TRN-MAY-7-07	24993	
1979 THERESA'S TRANSCRIPTION S	1 101E131 801030	CIRCT CT		TECHNICAL		44.65			
						CHECK TOTAL	7784	24928	
4559 MARTIN TRIPP	1 101E267 930940	PROSECUTOR		WITNESS		45.14			
						CHECK TOTAL	WITNESSS	24916	
1122 VERIZON NORTH	1 588E699 930210	OPERATIONS		TELEPHONE		61.48			
						CHECK TOTAL	0002230407	24867	
1122 VERIZON NORTH	1 101E267 920410	PROSECUTOR		SVC CNTRCT		32.49			
						CHECK TOTAL	20050202	24912	
1122 VERIZON NORTH						32.49			
						CHECK TOTAL	8712280407	24872	

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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2007-19 05/02/2007

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
2625 ARROW SANITATION	1 637E265 920410	00000		BLDG GRNDS	INV 04/25/2007	478.25	MAR-APR-07	25078	
				SVC CNTRCT		478.25			
						478.25			
1377 ARROW UNIFORM RENTAL	1 588E699 940010	0000069900858		OPERATIONS	INV 04/25/2007	34.97	06993907	24899	
				OUTSIDE		34.97			
						34.97			
1377 ARROW UNIFORM RENTAL	1 637E265 726046	00002		BLDG GRNDS	INV 04/25/2007	295.53	968391---2	25077	
				UNIFORM		295.53			
						295.53			
1026 ARTS AUTO ELECTRIC SERVIC	1 588E699 726050	0000069900847		OPERATIONS	INV 04/25/2007	283.20	966452	24907	
				MAINT SUPP		283.20			
						283.20			
4547 BJ'S RENTAL & CATERING	1 101E351 930700	0000030100759		JAIL	INV 04/25/2007	153.00	3555	24882	
				ROOM BOARD		153.00			
						153.00			
1341 WILLIAM L CAREY	1 101E131 801021	00000		CIRCT CT	INV 05/25/2007	12,275.08	MAY-2007	25031	
				CRT ATTNY		12,275.08			
						12,275.08			
1048 CARQUEST AUTO PARTS	1 588E699 726050	0000069900848		OPERATIONS	INV 04/25/2007	71.78	562021688	24906	
				MAINT SUPP		71.78			
						71.78			
1048 CARQUEST AUTO PARTS	1 588E699 726050	0000069900863		OPERATIONS	INV 04/25/2007	29.09	562021873	24956	
				MAINT SUPP		29.09			
						29.09			
1711 CASE CREDIT	1 588E699 726050	0000069900859		OPERATIONS	INV 04/25/2007	138.64	19997	24910	
				MAINT SUPP		138.64			
						138.64			
1711 CASE CREDIT	1 588E699 726050	0000069900869		OPERATIONS	INV 04/25/2007	213.70	20011	25065	
				MAINT SUPP		213.70			
						213.70			
1046 CDW GOVERNMENT INC		0000030100747		INV	04/25/2007	24881	FCW6499	24881	

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CASH ACCOUNT: 0001A 001000 CASH WARRANT: B2007-19 05/02/2007

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1082 DUNNS	1 0101A	00000		INV	04/25/2007	47.98	581519	24965	
		GF ASSET		SUPP INV					
1082 DUNNS	1 0101A	00000		INV	04/25/2007	47.98	582326	24964	
		GF ASSET		SUPP INV					
1082 DUNNS	1 0101A	00000		INV	04/25/2007	119.95	582943	24963	
		GF ASSET		SUPP INV					
1082 DUNNS	1 0101A	00000		INV	04/25/2007	71.97	583140	24967	
		GF ASSET		SUPP INV					
1082 DUNNS	1 588E699	726000		INV	04/25/2007	47.98	5836960	25064	
	2 588E699	726025		OPERATIONS					
				SUPPLIES					
				JANITORIAL					
1082 DUNNS	1 0101A	106000		INV	04/25/2007	42.19	583781	25013	
		GF ASSET		SUPP INV					
1082 DUNNS	1 0101A	106000		INV	04/25/2007	95.96	583889	25014	
		GF ASSET		SUPP INV					
1058 EMPIRIC SOLUTIONS INC	1 249E371	726050		INV	04/25/2007	47.98	3698	25068	
	3 101E228	920400		MAINT SUPP					
	4 208E751	726050		MAINT SVC					
	5 101E131	940010		MAINT SUPP					
	6 101E261	920400		OUTSIDE					
	7 101E301	940010		MAINT SVC					
	8 588E699	940010		OUTSIDE					
				OPERATIONS					
1058 EMPIRIC SOLUTIONS INC	1 101E228	801020		INV	04/25/2007	878.25	3699	25067	
	2 101E131	801020		PROFESSNL					
				CIRCT CT					
4194 FARM BUREAU INSURANC	1 0701L	271000		INV	05/01/2007	3,880.00	70386-70720	25040	
				GEN AGENCY					
				RESTITUT					
2071 FIFTH THIRD BANK	1 101E141	930150		INV	05/08/2007	4,758.25	03-07-000576	25055	
	2 215E141	930150		SVC CHGS					
				FOC					
				FOC					

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DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH WARRANT: B2007-19 05/02/2007

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1156 KMART	1 101E301 726050		SHERIFF	MAINT SUPP		23.45			
	2 101E351 726025		JAIL	JANITORIAL		4.99			
						28.44	9102-9000	24879	
1156 KMART	1 101E301 726050		SHERIFF	MAINT SUPP		31.98			
	2 101E351 726000		JAIL	SUPPLIES		16.58			
						48.56			
						77.00			
1156 KMART	1 0701L 271000		GEN AGENCY	INVT	05/01/2007	30.00	70620	25038	
				RESTITUT		30.00			
						30.00			
3413 DANIEL KOZERA, JR	1 101E131 801022		CIRCT CT	INVT	05/08/2007	150.00	07-7754-MI	25027	
				PRB ATINY		150.00			
						150.00			
4564 MAC TOOLS	1 588E699 726050		OPERATIONS	MAINT SUPP		11.01	30678	24955	
						11.01			
						11.01			
1174 JAMES L MADDDIX	1 101E721 703040		PLAN ZONE	PER DIEM		35.00	APR-07	25071	
	2 101E721 930500		PLAN ZONE	TRAVEL		8.40			
						43.40			
						43.40			
2792 THE MAPLE CLINIC OF TRAVE	1 101E267 801020		PROSECTOR	PROFESSNL		350.00	38825	24960	
						350.00			
						350.00			
1384 MAXIMUM SECURITY	1 212E430 940010		ANM CTRL	OUTSIDE		83.85	1134099	25009	
						83.85			
						83.85			
1171 MCVENIGHS TRUCK SPRINGS IN	1 588E699 726050		OPERATIONS	MAINT SUPP		209.75	92554	25063	
						209.75			
						209.75			
3780 MI DEPT OF LABOR & ECONOM	1 249E371 801020		BUILDING	PROFESSNL		100.00	HUNTER	24997	
						100.00			
						100.00			

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CASH ACCOUNT: 0001A 001000 CASH

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VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1367	OFFICE DEPOT INC 1 101E215 726000	0000021500702	CLERK/ROD	INV SUPPLIES	04/25/2007	34.53	383628069001	25052	
1367	OFFICE DEPOT INC 1 261E427 726000	0000017200710	EMGR SVCS	INV SUPPLIES	04/25/2007	34.53	383877979001	25015	
				CHECK TOTAL		195.00			
1235	OTSEGO COUNTY EMS 1 101E648 930460 2 101E648 726000	00000	MED EXAM	INV TRANSPORT SUPPLIES	04/25/2007	360.00	ABBEEL	24977	
1235	OTSEGO COUNTY EMS 1 101E648 930460 2 101E648 726000	00000	MED EXAM	INV TRANSPORT SUPPLIES	04/25/2007	360.00	MOON	24975	
1235	OTSEGO COUNTY EMS 1 101E648 930460 2 101E648 726000	00000	MED EXAM	INV TRANSPORT SUPPLIES	04/25/2007	360.00	PIXLEY	24978	
1235	OTSEGO COUNTY EMS 1 101E648 930460 2 101E648 726000	00000	MED EXAM	INV TRANSPORT SUPPLIES	04/25/2007	355.00	PURCELL	24974	
1235	OTSEGO COUNTY EMS 1 101E648 930460 2 101E648 726000	00000	MED EXAM	INV TRANSPORT SUPPLIES	04/25/2007	355.00	WILSON-R	24976	
				CHECK TOTAL		1,965.00			
2649	OTSEGO COUNTY TREAS 1 51E253 726000	00000	TRS DELQ	INV SUPPLIES	04/26/2007	23.48	SUPPLY	24987	
4565	PAUL W. LOOCK, PERS. REP. 1 101E681 930960	0000069000739	VET BURIAL	INV VET BURIAL	04/25/2007	300.00	VET-BURIAL	24995	
				CHECK TOTAL		23.48			
3083	WILLIAM A. PFEIFER 1 101E131 801022	00000	CIRCT CT	INV PRB ATTN	05/08/2007	75.00	02-6990-MI	25028	
				CHECK TOTAL		75.00			
1252	PITNEY BOWES INC 1 101E131 726000	00001	CIRCT CT	INV SUPPLIES	05/08/2007	198.47	5500266772	25025	
				CHECK TOTAL		198.47			

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13:02 MAF

OTSEGO COUNTY
DETAIL INVOICE LIST

PG 11
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2007-19 05/02/2007

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1286 STATE CHEMICAL MANUFACTUR	1 637E265 726050	00000	BIDG GRNDS	INV	04/25/2007	625.62	93366379	25079	
				MAINT SUPP					
				CHECK TOTAL		625.62			
1874 STATE ELECTRONICS	1 261E427 726050	00000	EMGR SVCS	INV	04/25/2007	180.00	98-101144	24983	
				MAINT SUPP					
				CHECK TOTAL		180.00			
1289 STATE OF MICHIGAN	1 101E131 970450	00002	CIRCT CT	INV	06/26/2007	2,464.88	P69-1530-04	25029	
				PROP-SFTWR					
				CHECK TOTAL		2,464.88			
1920 MI DEPT. OF STATE	1 101E301 726000	00001	SHERIFF	INV	04/25/2007	25.00	LIC-PLATES	25073	
				SUPPLIES					
				CHECK TOTAL		25.00			
1920 MI DEPT. OF STATE	1 645E172 726000	00001	ADMIN	INV	04/25/2007	5.00	LIC-PLT	25074	
				SUPPLIES					
				CHECK TOTAL		5.00			
1347 TELEPHONE SUPPORT SYSTEMS	1 481E901 970300	000053700773	CAP OUTLAY	INV	04/25/2007	3,036.40	35140	24874	
				PROP-IMPRV					
				CHECK TOTAL		3,036.40			
1347 TELEPHONE SUPPORT SYSTEMS	1 101E228 920400	00000	IT	INV	04/25/2007	35.00	35540	24981	
				MAINT SVC					
				CHECK TOTAL		35.00			
1347 TELEPHONE SUPPORT SYSTEMS	1 637E265 930210	00000	BLDG GRNDS	INV	04/25/2007	17.50	35547	25053	
				TELEPHONE					
				CHECK TOTAL		17.50			
3866 THE BANK OF NORTHERN MICH	1 588E699 920520	0000069900871	OPERATIONS	INV	04/25/2007	876.25	MAY-2007	25060	
				RENT-VEHC					
				CHECK TOTAL		876.25			
1311 DONALD L TOBER	1 101E721 703040	00000720000735	PLAN ZONE	INV	04/25/2007	175.00	APR-07	25072	
	2 101E721 930500		PLAN ZONE	PER DIEM		37.50			
				TRAVEL					
				CHECK TOTAL		212.50			
1318 TRIPLE M TIRE INC	1 588E699 920400	0000069900846	OPERATIONS	INV	04/25/2007	79.95	279587	24896	
				MAINT SVC					
				CHECK TOTAL		79.95			

Otsego County Land Use Services

1068 Cross Street
Gaylord, Michigan 49735
Telephone (989)731-7420
Fax (989)731-7429

April 24, 2007

MEMORANDUM

TO: Kenneth Glasser, Chairman Otsego County Board of Commissioners

FROM: Richard Edmonds, Director of Land Use Services

SUBJ: Rezoning request for properties located along the boundaries of the Michaywe' Planned Unit Development along Charles Brink Road; Opal Lake Road; Scenic Trail; Bent Tree Drive; Michaywe' Drive; Autumn Trail; West Opal Lake Road; East Opal Lake Road and Winding Lane

The purpose of this memo is to provide the County Board of Commissioners with the Recommendation of the County Planning Commission regarding the above listed Rezoning Request.

GENERAL INFORMATION

The above referenced request is for the Rezoning of several parcels of land along the boundaries of the Michaywe' Planned Unit Development. The Planning Commission in cooperation with the Michaywe' Property Owners Association and Michaywe' Limited Partnership (the developer) has been reviewing the Michaywe' PUD. This review disclosed that there were errors in the County Zoning Map with regard to which properties were actually in the PUD. Following this review the Planning Commission held hearings to establish the correct boundaries for the PUD and to insure that the parcels indicated on the County Zoning Map as being regulated by the County PUD regulations were correct.

Site Location

The properties in question are located on the following roads along the boundary of the Michaywe' PUD:

Charles Brink Road; Opal Lake Road; Scenic Trail; Bent Tree Drive;
Michaywe' Drive; Autumn Trail; West Opal Lake Road;
East Opal Lake Road and Winding Lane

Natural Features

The properties in question are located in various areas throughout Bagley and Otsego Lake Townships. Some of the parcels are wooded with rolling hills along the AuSable River and others are flat in the vicinity of golf courses and Opal Lake.

Contours

The Contours vary with the locations of these numerous parcels

PLANNING COMMISSION REVIEW

Article 22 "Administration" regulates changes and amendments to the Zoning Ordinance. Section 22.7 "Changes and Amendments" states

"The County may from time to time, on recommendation from the Planning Commission, or on petition, amend, supplement or change the District boundaries or the regulations herein, or subsequently established herein, pursuant to the authority and procedure established in Public Act 110 of 2006 as amended."

No other Articles or sections of the Zoning Ordinance apply when considering a Rezoning or Ordinance Amendment.

Based on the Michigan Zoning Enabling Act the County Planning Commission must insure that the "Map Amendment" (Rezoning) is based upon a "plan". That refers to the County's Master Land Use Plan.

Based on the Future Land Use Map the property in question is designated as "Residential" or "PUD" depending on the location of the parcels in questions.

It should be noted that the Future Land Use Map is a guide. The designated areas are not strict boundaries as in the Zoning Map.

RECOMMENDATION

The Planning Commission reviewed the following factors.

- a. the character of the area in which the subject property is located
- b. the property itself and any physical limitations and suitability to the particular use
- c. the affect of the rezoning on property values, and
- d. the general trend and character of population development
- e. Is the proposed rezoning consistent with surrounding uses
- f. will there be adverse physical impact on surrounding properties
- g. will there be adverse impact on property values in the adjacent area
- h. Have there been changes in the land use or other conditions in the area or the community which justify the change
- i. will the rezoning create a deterrent to the improvement or development of adjacent property in accordance with existing regulations
- j. will rezoning grant a special privilege to an individual property owner when contrasted with other property owners in the area (spot zoning)
- k. Are there substantial reasons why the property cannot be used in accordance with its present zoning classification
- l. Is the rezoning in conflict with the future land use map or the Master Plan
- m. Is the site served by adequate public facilities or is the applicant able to provide them
- n. Are there sites nearby already properly zoned that can be used for the intended purpose
- o. Are there other remedies available besides rezoning.

Based on the above noted criteria and a review of the parcels in question with property owners and developers the Planning Commission voted unanimously with County Commissioner Backenstose abstaining since she has to vote on the recommendations that the Board of Commissioners adopt the following proposed ordinance so that the boundaries of the Michaywe' PUD will be correct on the County Zoning Map.

OTSEGO COUNTY
ORDINANCE NUMBER: 07-04

AN ORDINANCE TO AMEND THE CURRENT OTSEGO COUNTY ZONING MAP SO THAT THE BELOW DESCRIBED PARCELS OF LAND ARE REZONED AS INDICATED.

OTSEGO COUNTY, STATE OF MICHIGAN ORDAINS:

Section 1. The current Otsego County Zoning Map shall be amended so that the following described parcels of land shall be rezoned to RR – Recreation Residential and shall not have the PUD designation overlay

PID	PROPADDRESS	OWNER
011-180-000-003-00	288 CHARLES BRINK RD W	LACROSS, EVELYN M
011-180-000-004-00	250 CHARLES BRINK RD W	BREED, DOUGLAS C & CAROL A
011-180-000-006-00	232 CHARLES BRINK RD W	HOSTMAN, DAVID J & ELIZABETH A
011-180-000-007-00	0 CHARLES BRINK RD W	VARNAS, JAMES & TINA
011-180-000-008-00	0 CHARLES BRINK RD W	LYSON, MATTHEW
011-180-000-009-00	166 CHARLES BRINK RD W	KATFISH, LLC
011-180-000-001-00	328 CHARLES BRINK RD W	RARDIN, MATTHEW J

PID	PROPADDRESS	OWNER
011-750-000-085-01	0 SCENIC TRAIL	ROESER, ROBERT
011-750-000-085-02	967 SCENIC TRAIL	SWARTZ, DOUGLAS
011-750-000-086-00	967 SCENIC TRL	SWARTZ, DOUGLAS
011-750-000-087-00	967 SCENIC TRL	SWARTZ, DOUGLAS
011-750-000-088-00	943 SCENIC TRL	WEBER, ROBERT
011-750-000-090-00	899 SCENIC TRL	GRITTER, KAREN
011-750-000-092-00	893 SCENIC TRL	BAKER, JAMES
011-750-000-093-00	893 SCENIC TRL	BAKER, JAMES
011-750-000-094-00	867 SCENIC TRL	BORDERS, CHARLES
011-750-000-095-00	855 SCENIC TRL	BORDERS, CHARLES
011-750-000-099-00	793 SCENIC TRL	SEVENTY SEVEN CORP.

PID	PROPADDRESS	OWNER
011-220-000-021-00	1003 SCENIC TRL	ROESER, ROBERT L ETUX
011-220-000-048-00	1139 OPAL LAKE RD	TELLSCHOW, MICHAEL A

PID	PROPADDRESS	OWNER
090-012-300-005-14	7513 WEST OPAL LAKE RD	NELSON - NELSON
090-012-300-005-15	7513 WEST OPAL LAKE RD	NELSON - NELSON
090-012-400-050-00	7481 EAST OPAL LAKE RD	PRENTICE, DALE
090-012-200-125-00	7453 WEST OPAL LAKE RD	NELSON, DONALD
090-012-300-005-01	7533 WEST OPAL LAKE RD	NEWMAN, ROBERT
090-012-200-110-00	7387 WINDING LN	FRABOTTA, ANTHONY
090-012-200-120-00	7427 WINDING LN	GLOWSKI & LUKASIK
090-012-200-115-00	7413 WINDING LN	SHINSKE, ANTHONY

PID	PROPADDRESS	OWNER
011-220-000-057-00	0 OPAL LAKE ROAD	MERIT ENERGY COMPANY
011-220-000-059-00	0 OPAL LAKE ROAD	MERIT ENERGY COMPANY

Section 2. The current Otsego County Zoning Map shall be amended so that the following described parcels of land shall be rezoned so that the underlying Zoning shall be the same as determined for the Michaywe' Planned Unit Development and shall have the PUD designation overlay

PID	PROPADDRESS	OWNER
010-034-200-020-00	0 OPAL LAKE ROAD	MOUNTAIN LAKE GOLF, INC
010-034-400-015-00	0 OPAL LAKE ROAD	MICHAYWE OWNER'S ASSN
010-034-400-020-00	0 OPAL LAKE ROAD	MOUNTAIN LAKE GOLF, INC
010-034-100-025-00	0 OPAL LAKE ROAD	MOUNTAIN LAKE GOLF, INC
010-034-200-035-01	0 OPAL LAKE ROAD	MICHAYWE LIMITED PARTNERS

PID	PROPADDRESS	OWNER
010-036-300-005-01	0 BENT TREE DRIVE	MICHAYWE OWNER'S ASSN
010-036-300-005-02	0 BENT TREE DRIVE	MICHAYWE LIMITED PARTNERS

PID	PROPADDRESS	OWNER
090-001-300-005-06	0 OPAL LAKE ROAD	MICHAYWE OWNERS ASSOCH
091-320-001-111-00	0 MICHAYWE DRIVE	PAPAK, GARY
091-320-001-112-00	0 MICHAYWE DRIVE	GLEASON, JOHN
091-320-001-113-00	2373 MICHAYWE DR	ETHINGTON, CAROLINE
091-320-001-114-00	0 MICHAYWE DRIVE	NAY, NANCY
091-320-001-110-00	2405 MICHAYWE DR	PARROTT, DONALD
091-320-001-109-00	2417 MICHAYWE DR	EARLY, SARAH
091-320-001-108-00	2425 MICHAYWE DR	HAGEN, JOHN
091-398-000-001-00	0 AUTUMN TRAIL	UTTER, THOMAS
091-398-000-002-00	0 AUTUMN TRAIL	NAY, NANCY
091-398-000-003-00	0 AUTUMN TRAIL	HALFORD, JESSIE
091-398-000-004-00	0 AUTUMN TRAIL	NAY, NANCY
091-398-000-005-00	0 AUTUMN TRAIL	NAY - NAY
090-001-300-005-08	0 OPAL LAKE ROAD	MICHAYWE OWNER ASSOCH

Section 3. Validity.

If any section, provision or clause of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any remaining portions or application of this Ordinance which can be given effect without the invalid portion or application.

Section 4. Effective Date.

This Ordinance shall become effective eight (8) days after its first publication.

OTSEGO COUNTY

By: _____
Kenneth Glasser, County Board Chairman

By: _____
Susan DeFeyter, County Clerk