



## 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, 2012 beginning at 9:30 a.m., at the County Building at 225 W. Main Street, Room 100, Gaylord, Michigan 49735.

### AGENDA

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of Regular Minutes of April 24, 2012 w/attachments

Consent Agenda

A. OCR 12-12 MERS Hybrid (Teamsters Bus) - Motion to Adopt

B. OCR 12-13 MERS Hybrid DC (Teamsters Bus) - Motion to Adopt

Administrator's Report

A. BID 2012-04 Sheriff Patrol Vehicle

City Liaison, Township & Village Representatives

Correspondence

New Business

A. Financials

1. May 1, 2012 Warrant

2. May 8, 2012 Warrant

B. OCR 12-14 National Police Week & Police Memorial Day

C. OCR 12-15 Social Host Liability Awareness Month

D. Ordinance 2012-2 Municipal Civil Infraction Ordinance

E. Other Business

Public Comment

Board Remarks, Announcements, and Informal Discussions

Adjournment

April 24, 2012

The Regular meeting of the Otsego County Board of Commissioners was held in the County Building at 225 West Main Street, Room 100. The meeting was called to order at 9:32 a.m. by Vice-Chairman Paul Liss. Invocation by Commissioner Ken Borton, followed by the Pledge of Allegiance led by Vice-Chairman Paul Liss.

Roll call:

Present: Clark Bates, Paul Liss, Lee Olsen, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton, Bruce Brown.

Excused: Paul Beachnau.

Motion by Commissioner Clark Bates, to approve the regular minutes of April 10, 2012 with attachments. Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to approve the Airport Land Lease. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the Airport Budget Amendment. Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:

John Burt reported on the 4<sup>th</sup> floor carpet and painting; Alpine Center water damage; Animal Control dedication May 4, 2012 at noon; Groen property; Bids for demolition for Animal Control and 100 Livingston; Civil infraction ordinance update.

Motion by Commissioner Erma Backenstose, to approve North Central Excavating as the low bidder on BID 12-03 for a total of \$16,350 with \$5,600 to be paid out of the Animal Shelter Building Fund (413) and \$10,750 out of the Capital Projects Fund (499). Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, to approve an easement with Great Lakes Energy for a portion of the Louis M. Groen Nature Preserve as reviewed by the Corporate Counsel and recommended by the County Administrator. Ayes: Unanimous. Motion carried. (see attached)

Department Head Report:

Jim McBride reported on the Sheriff's Department.

Matt Barresi reported on the Airport.

Mary Sanders reported on the Community surveys.

Correspondence:

The December 2011 and the March 2012 financial reports were presented.

New Business:

Motion by Commissioner Bruce Brown, to approve the April 17, 2012 Warrant in the amount of \$2,162,476.96 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Ken Borton, to approve the April 24, 2012 Warrant in the amount \$316,939.63 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Lee Olsen, to approve the DNR Property Purchase Agreement with the Development Group of Gaylord, LLC. Ayes: Unanimous. Motion carried. (see attached)

Board Remarks:

Commissioner Clark Bates: City Council meeting.

Commissioner Doug Johnson: Parks and Recreation meeting.  
MAC.

Meeting adjourned at 10:25 a.m.

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Paul L. Liss, Vice-Chairman

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Susan I. DeFeyter, Otsego County Clerk

**GAYLORD REGIONAL AIRPORT LAND LEASE  
NON-COMMERCIAL**

This Agreement is made and entered into this 13 day of April 2012<sup>✓</sup> between the County of Otsego, a Michigan Municipal Corporation, Lessor, acting through the Otsego County Gaylord Regional Airport Committee, and Triumph Aviation, Lessee.

**LENGTH & RENEWAL**

The parties mutually agree that the term of this lease shall be for ten (10) years. Lessee is hereby granted a renewal option for ten additional years, provided the rental rate, terms and privileges are agreed upon by the parties prior to the expiration of this lease. Lessee must deliver written notice to Lessor of its election to exercise such option at least 60 days prior to the expiration of the original term. In the event the Lessor rejects the Lessee's rendered request, the Lessor must be able articulate a good-faith, factual basis for such a denial.

**DESCRIPTION & SIZE OF PROPERTY**

The leased property is located at the Gaylord Regional Airport, Bagley Township, Otsego County, Michigan and is more fully described as follows: Aircraft Hanger Lot #\_\_\_\_ and has the following lot size dimensions based on building size plus a minimum of five (5) feet of set back on all sides of the structure which shall be the basis for calculating the land lease

**LEASE CALCULATOR**

The annual land lease amount of the property for this lease shall be based upon lot size using the following formula: 6400 square foot of lot multiplied by .2316 cents payable annually, equaling \$1,482.24<sup>✓</sup> in full, on the fifteenth (15) day of October of each year.

**ANNUAL ESCALATOR CLAUSE**

The annual Lease provided for in this lease may be increased on the thirteenth day of purchase month of each year, and on each anniversary date thereafter. The increased rental effective on said anniversary shall be determined by multiplying the then current annual rent by a fraction; the numerator of which is the CPI for the calendar month of January immediately preceding any adjustment date, and the denominator of which is the CPI for the previous month of January. However, in no case will the rent be lower than the previous year.

The Index to be used in this formula is the Consumer Price Index for all urban customers, all items, all cities issued by the U.S. Department of Labor, Bureau of Labor Statistics.

**COMPLIANCE WITH THE F.A.A. REGULATIONS, M.A.C. RULES AND GAYLORD REGIONAL  
AIRPORT BOARD POLICIES AND PROCEDURES**

Lessee shall maintain its building, premises and operations in accordance with, and shall obey, all rules and regulations of the Michigan Aeronautics Commission, all F.A.A. regulations, and all local rules of the Gaylord Regional Airport currently in effect and as may be amended from time to time. This includes the payment of all fees established by the Lessor, pursuant to said rules and regulations as required for any commercial operation Lessee is licensed to perform. Lessee shall obtain and keep in effect all licenses from the proper authorities for the carrying on of said business.

**USE RESTRICTIONS**

During the term of this lease, the Lessee shall be entitled to the use of the leased premises for the following purposes, any other use of the leased premises must be approved in advance, in writing, by Manager of the Gaylord Regional Airport:

- (a) The use of, and a right to ingress and egress from, the leased premises.
- (b) The right to provide for the construction, maintenance or improvement of an aircraft storage hangar. Any construction for non-aviation purposes is prohibited unless written approval is given by the Gaylord Regional Airport Committee. Any commercial activity is prohibited without written approval by the Gaylord Regional Airport Committee.
- (c) The privilege of connection to any utilities available during the term of the lease. All utility connection and service costs shall be paid by the Lessee. Lessor is not responsible for making any utilities available to the leased premises. Lessor will allow Lessee to connect to existing apron lighting for exterior safety and security lights only, however connection is at Lessee's expense. Lessor will pay apron side exterior lighting energy use until apron lights are installed at a later date. Hangar utilities connection and use will be at Lessee expense.
- (d) During the continuance of this lease, or any extension thereof, lessee agrees, at their expense, to keep the said premises and buildings now constructed or subsequently erected, in good repair and of neat and attractive appearance. Color of exterior finishes must be approved by the Airport Manager.
- (e) It is further agreed that the enjoyment and use, in common with others upon the Gaylord Regional Airport, of all entrances, exits, approaches and approaches for light and air now existing in favor of the airport premises shall not be interfered with or interrupted by any act of either the Lessor or the Lessee during the term of this lease.
- (f) The Lessor agrees to allow the Lessee permission to build a taxi lane from the North West corner of the West parking apron to the Lessee's hangar. The Lessor agrees that any construction west of the Lessee's hangar which utilizes the private build taxi lane must have the new additional Lessee(s) pay 50% of taxi lane build cost to the Lessee for using the taxi lane. Any additional hangars will be subject to taxi lane reimbursement on a proportional basis. The Lessee also agrees that when the airport builds an extension of the parking apron the Lessee's Taxi lane will be demolished and no reimbursement will be paid to the Lessee. The Lessee must also get approval from Lessor on the Lessee's private build taxi lanes size and dimensions before construction. The Lessor will not be held responsible for any damage to the private build taxi lane

by snow plows or any other equipment. The Lessee must keep the private build taxi lane in good order and repair.

#### **COMPLIANCE WITH ENVIRONMENTAL REGULATIONS**

Lessee agrees to comply with all local, state and federal environmental regulations concerning the use of the leased property.

#### **RIGHT TO IMPROVE AIRPORT**

The Lessor reserves the right to further develop or improve the airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance.

#### **NONPAYMENT OR DEFAULT**

In the event of non-payment of the rent required, or if Lessee violates any other provision of this lease, then it shall be lawful for Lessor, after 30 days written notice to Lessee, to enter and repossess the premises and evict the Lessee.

#### **SUBLEASING**

Lessee shall not assign this lease or sublet the premises, without written consent of the Lessor, the Gaylord Regional Airport Committee.

#### **LESSEE'S DUTY TO DEFEND AND INDEMNIFY**

The Lessee, as a part of the consideration hereof, hereby undertakes and agrees to indemnify the Lessor against all loss, injury or damage to person or property of the Lessor, arising out of the action, or lack of action of the Lessee. This shall relate to loss caused by fire, theft or otherwise, which loss is attributable to the action, or lack of action of the Lessee. Further, the Lessee agrees to name the Lessor as an additional insured on the insurance policy for the leased premises.

The Lessee undertakes and agrees that in case any claim, as it related to the leased property, is brought against the Lessor, which claim is related to any action, or lack of action, of the Lessee, for any loss, injury or damage, the Lessee will, upon notice from the Lessor, defend the claim as such claim relates to any action, amounting to fault on behalf of the Lessee. The Lessee shall provide the Lessor with a copy of the lessee's insurance policy.

#### **PROPERTY OF LESSEE**

It is further understood and agreed that the lands above described consist of unimproved real estate and any buildings placed or constructed upon the premises by the Lessee remain Lessee's personal property. At the expiration of the term of this lease or any renewal term hereof, the Lessee may remove any improvements or buildings, provided that the Lessee restores the premises to their present condition, free from any debris or materials remaining from the removal of the structures. All plans for any

demolition, in compliance with this paragraph, shall be approved by the Airport Committee in writing. The Lessee hereby grants to the Lessor the option of purchasing any of the buildings or other improvements belonging to the Lessee in the event the same are not removed from the premises, and the lease is not renewed upon terms and conditions to be mutually agreed upon. The value of the buildings or other improvements belonging to the Lessee will be determined by one (1) independent appraiser, mutually selected by the parties. The expense of the independent appraiser will be shared between the parties. However, in no event shall the Lessor be required to purchase the building or improvements.

**CHANGING OF THE LEASE**

No changes, additions, or subtractions of this agreement shall take effect unless mutually agreed upon in writing.

**WRITTEN NOTICES**

All notices required under this lease shall be in writing:

**TO TENANT/LESSEE:** Triumph Aviation LLC.  
Attn: Scott Lampert  
132 North Otsego Ave.  
Gaylord, MI 49735

**TO LESSOR:** Gaylord Regional Airport  
Attn: County Administration  
225 West Main Street  
Gaylord, MI 49735  
(989) 732-6484 ext. 331

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED, SIGNED, SEALED AND DELIVERED**

**IN PRESENCE OF:**

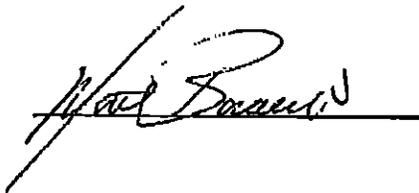
**LESSOR:**  
**OTSEGO COUNTY**  
A Municipal Corporation

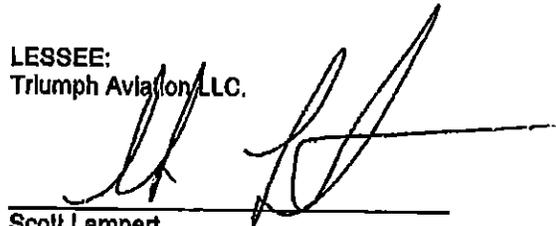
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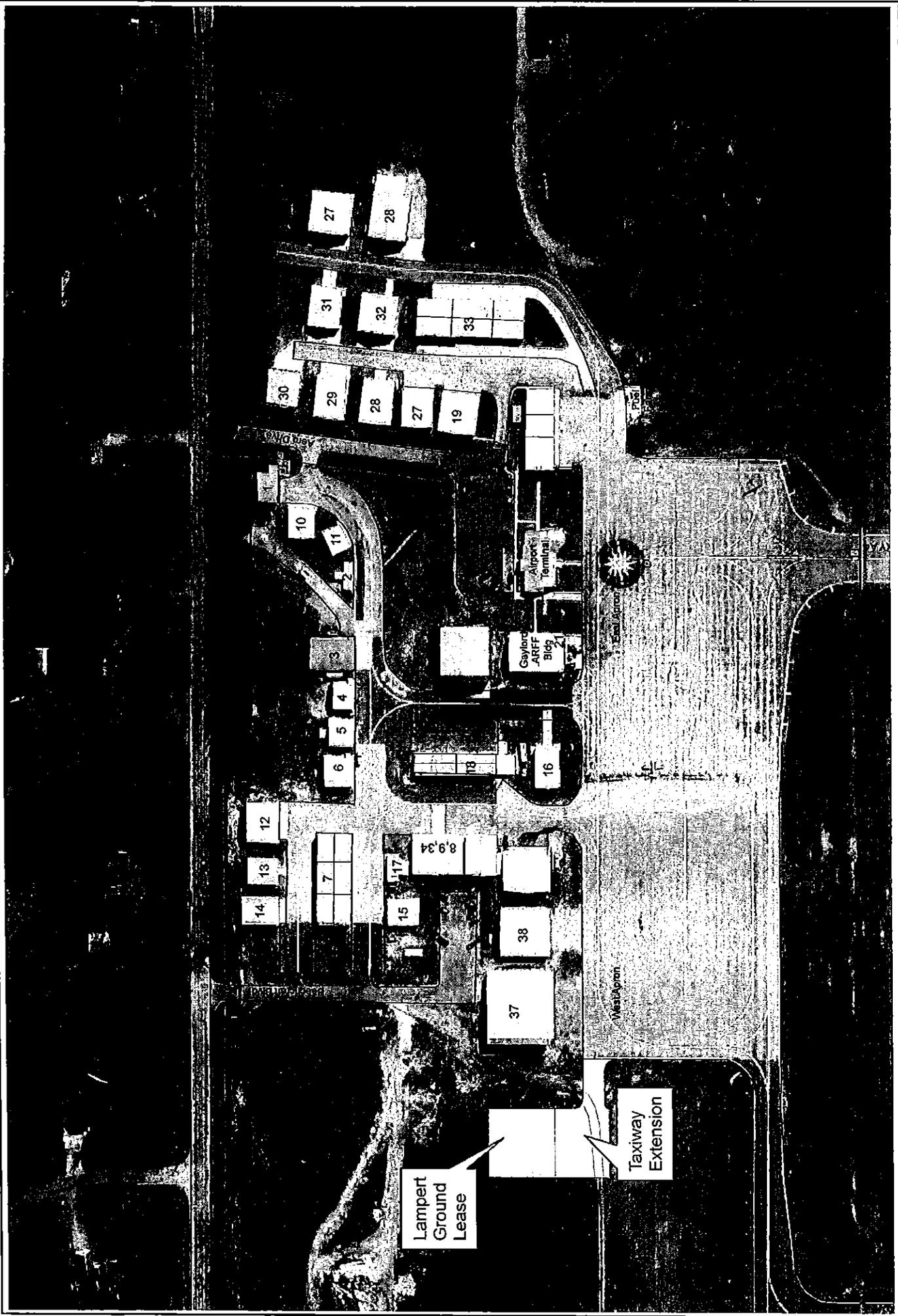
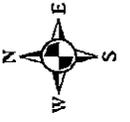
\_\_\_\_\_  
John Burt, County Administrator

**LESSEE:**  
Triumph Aviation LLC.

\_\_\_\_\_  
Scott Lampert







# Gaylord Regional Airport Lampert Lease Area

Scale: 1" = 200'



## EASEMENT

File No. \_\_\_\_\_

The County of Otsego ("Grantor"), whose address is 225 W. Main Street, Gaylord, Michigan, 49735, for a good and valuable consideration less than \$100.00, pursuant to state exemption MCL 207.526 Sec. 6 (a) & county exemption MCL 207.505 Sec. 5 (a), the receipt of which is hereby acknowledged, do hereby grant, convey and warrant to Great Lakes Energy Cooperative, ("Grantee"), a Michigan Non-Profit Corporation, whose address is 1323 Boyne Avenue, Boyne City, Michigan, 49712/One Cooperative Center Drive, Newaygo, Michigan 49337, its licensees, lessees, successors and assigns forever, an easement and right to construct underground electrical distribution and/or communication facilities for the purpose of providing electric and/or communication service to the hereinafter described property and any present or future extensions thereon and therefrom, of like kind and nature, to contiguous property, provided however, that Grantee must first receive approval of Grantor prior to undertaking any extensions of Grantee's facilities upon the property, or therefrom to contiguous property. Such facilities shall include all necessary poles, fixtures, guys, anchors, wire, cables, trenches, conduits, risers, pedestals, pads, mounts, enclosures and other appurtenances under, upon, over and across the property owned by the undersigned Grantor and described as being situated in the Township of Charlton, County of Otsego, Michigan, and all or a part of Section 17.

THE N 1/4 OF THE FOLLOWING DESCRIPTION. BEG AT THE SW COR OF SEC 17, TH N 01DEG 48MIN 05SEC E 2624.79FT ALG THE W LINE OF SEC, TH CONT ALG W LINE OF SEC N 02DEG 10MIN 07SEC E 2617.06FT, TH S 89DEG 24MIN 14SEC E 2639.05FT ALG THE N LINE OF SEC 17, TH CONT ALG N LINE S 89DEG 25MIN 40SEC E 2638.40FT, TH S 02DEG 36MIN 16SEC E 2557.45FT, TH S 01DEG 16MIN 55SEC W 564.34FT, TH S 47DEG 40MIN 23SEC W 126.19FT, TH N 79DEG 07MIN 05SEC W 220.98FT, TH S 56DEG 45MIN 48SEC W 66.91FT, TH S 04DEG 53MIN 31SEC E 210.50FT, TH S 75DEG 40MIN 43SEC E 77.04FT, TH S 14DEG 19MIN 17SEC W 116.00FT, TH N 75DEG 40MIN 43SEC W 36.61FT, TH S 04DEG 53MIN 31SEC E 75.14FT, TH N 80DEG 33MIN 36SEC W 481.70FT, TH N 89DEG 50MIN 09SEC W 456.30FT, TH S 00DEG 07MIN 27SEC W 425.81FT, TH S 00DEG 13MIN 22SEC W 425.69FT ALG THE W LINE OF BIRCH ST, TH N 89DEG 49MIN 25SEC W 644.22FT ALG THE N LINE OF HANSON AVE, TH S 00DEG 14MIN 41SEC W 706.86FT, TH N 88DEG 58MIN 07SEC W 771.24FT ALG THE N ROW LINE OF HIGHWAY M32, TH N 01DEG 57MIN 39SEC E 657.83FT ALG THE N-S 1/4 LINE OF SEC 17, TH N 89DEG 05MIN 38SEC W 1321.36FT, TH S 01DEG 52MIN 51SEC W 653.26FT, TH N 88DEG 53MIN 46SEC W 1320.42FT ALG THE S LINE OF SEC 17 TO POB, SEC17, T30N R1W

with full right and authority to the agents or employees of said Grantee to enter at all times upon the said premises for the purpose of inspecting, repairing, maintaining, enlarging, burying, relocating, extending and replacing thereon, and in, under or upon all such streets, roads or highways abutting said lands and said facilities. Grantor shall be responsible for trimming and/or cutting down any and all trees or brush which trees or brush interfere or threaten to interfere with the construction or safe operation and maintenance of Grantee's facilities within the easement herein granted. (Route to be taken from engineering data only.)

Egress or extension of Grantee's facilities thereon or therefrom to contiguous land must first be approved by Grantor prior to Grantee taking any action upon the property to extend or enlarge Grantee's facilities upon the property, or therefrom to contiguous property. Grantor agrees that no buildings, mobile homes, fixtures or structures, whether occupied or unoccupied will be placed on, under or over the easement herein given and granted or within such proximity thereto as, in the opinion of the Grantee, constitute a safety hazard or interfere or threaten to interfere with the construction, operation, extension or maintenance

of said facilities, provided however, Grantor may on giving Grantee not less than a thirty day written notice demand that Grantee relocate and Grantee shall within a reasonable time, weather and working conditions permitting, after receiving said notice, relocate its facilities on Grantor's above described premises. Grantor shall pay, in advance, all costs in amount, time and manner commensurate with other service charges then in effect and filed with the Michigan Public Service Commission or other applicable successor authority. Grantor further covenants and agrees that if through inadvertence or otherwise, buildings, fixtures or structures are hereafter placed on, under or over the easement herein given and granted Grantee may relocate its facilities on Grantor's above described premises and Grantor shall pay all costs of relocating said facilities in the same manner as if the relocation were at Grantor's request.

The Grantor expressly agrees that non-use, or a limited use of this easement by the Grantee shall not prevent Grantee from the within contemplated use of the fullest extent herein authorized and granted and further agrees to the joint use or occupancy of the line or system by any other person, association or corporation for electrical or communication purposes.

The grant is hereby declared binding upon the heirs, representatives, successors, and assigns of the undersigned Grantor. Where applicable, relative words shall be read as either sex, plural or neuter.

IN WITNESS WHEREOF, Grantor has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

IN PRESENCE OF:

\_\_\_\_\_  
Grantor (sign)

John M. Burt

(type or print)

\_\_\_\_\_  
Grantor (sign)

Paul L. Liss

(type or print)

PREPARED BY:

Haider A. Kazim  
CUMMINGS, McCLOREY, DAVIS & ACHO, P.L.C.  
125 Part Street, Suite 415  
Traverse City, MI 49684

ACKNOWLEDGMENT

STATE OF MICHIGAN        )  
  )ss.  
COUNTY OF OTSEGO        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, a Notary Public in and for said County,  
personally appeared \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ to me  
known to be the person \_\_\_\_\_ described in and who executed the foregoing instrument and who duly  
acknowledged the same to be \_\_\_\_\_  
\_\_\_\_\_ free act and deed.

\_\_\_\_\_  
Michigan

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County,

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
PLEASE RETURN TO:

## **REAL ESTATE PURCHASE AGREEMENT**

This Real Estate Purchase Agreement (Agreement) is made on \_\_\_\_\_ (Effective Date), by and between the County of Otsego (Seller), whose address is 225 W. Main Street, Gaylord, Michigan 49735, and Development Group of Gaylord, LLC (Purchaser), whose address is 124 Allegan Street, Suite 2100, Lansing, Michigan 48933.

**1. Background.** Seller is the owner of a parcel of real property located in the City of Gaylord, County of Otsego, Michigan, as shown on Exhibit A and described in Exhibit B, consisting of approximately 9.55 acres, as well as the real property depicted in Exhibit C (collectively, the "Property"), which Purchaser wishes to purchase. Seller will provide Purchaser with the legal description of the parcel depicted in Exhibit C. This Agreement sets forth the terms and conditions on which Purchaser agrees to purchase the Property from Seller.

**2. Purchase and sale.** Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, together with all easements, rights, hereditaments, and appurtenances, on the terms and conditions set forth below.

**3. Purchase price.** The purchase price for the Property (Purchase Price) shall be One Dollar (\$1.00), payable in cash at the Closing (defined in Paragraph 11).

**4. Condition of Property.**

(a) Purchaser acknowledges that, except as otherwise set forth in this Agreement or in any of the Closing documents, Seller has not made, does not make, and specifically negates and disclaims any and all representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to (i) the value, nature, quality, or condition of the Property, including, without limitation, the water, soil, and geology or structural elements, or foundations; (ii) the suitability of the Property for any or all of Purchaser's activities and uses; (iii) the compliance of or by the Property with any laws, codes, rules, ordinances, regulations, orders, decrees, or other requirements of any applicable governmental authority or body (collectively, the "Laws"), including, without limitation, compliance with any applicable zoning ordinance; (iv) the habitability, marketability, profitability, or fitness for a particular purpose of the Property; (v) existence in, on, under, or over the Property of any Hazardous Materials (defined below); or (vi) any other matter with respect to the Property. Additionally, no person acting on behalf of Seller is authorized to make, and by execution of this Agreement Purchaser acknowledges that no person had made, any representation, agreement, statement, warranty, guaranty, or promise regarding the Property, and no representation, warranty, agreement, guaranty, statement, or promise, if any, made by any person acting on behalf of Seller shall be valid or binding on Seller unless expressly set forth in this Agreement or

in any of the Closing documents. "Hazardous Materials" means any substance that is or contains (A) any "hazardous substance" as now or hereafter defined in § 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended (42 USC 9601 *et seq.*), or any regulations promulgated under CERCLA; (B) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (RCRA) (42 USC 6901 *et seq.*), or regulations promulgated under RCRA; (C) any substance regulated by the Toxic Substances Control Act (TSCA) (15 USC 2601 *et seq.*); (D) gasoline, diesel fuel, or other petroleum hydrocarbons; (E) asbestos and asbestos-containing materials in any form, whether friable or nonfriable; (F) polychlorinated biphenyls; (G) radon gas; and (H) any additional substances or materials that are now or hereafter classified or considered to be hazardous or toxic under any Laws.

(b) Purchaser further acknowledges that having been given the opportunity to inspect the Property, Purchaser is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller and agrees to accept the Property and waive all objections or claims against Seller arising from or related to the Property or to any Hazardous Materials on the Property except for a breach of any representations or warranties set forth in this Agreement or any of the Closing documents. Purchaser further acknowledges that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller had not made any independent investigation or verification of the information and makes no representations as to the accuracy, truthfulness, or completeness of the information.

(c) Purchaser further acknowledges that the Seller has represented and disclosed to Purchaser that the Property is subject to a deed restriction as set forth in Liber 1067, Page 899, recorded in the Otsego County Register of Deeds, which requires that the Property shall be used exclusively for a public purpose open to the general public.

(d) This Paragraph 4 shall survive the Closing for a period of 30 years.

**5. Due Diligence Period.** Purchaser has the right to conduct a due diligence review of the Property as follows: The term Due Diligence Period means the 180-day period beginning with the Effective Date of this Agreement. If, on or before the expiration of the Due Diligence Period, Purchaser elects to terminate this Agreement, for any reason as determined in its sole discretion, Purchaser shall deliver a notice of its election to terminate to Seller, and this Agreement shall automatically terminate, and neither Seller nor Purchaser shall have any further rights or obligations under this Agreement. If Purchaser fails to deliver a notice of termination of this Agreement during the Due Diligence Period, Purchaser shall close on the terms stated in this Agreement without further extensions. Seller may grant to Purchaser an additional 90 day extension of the due diligence period if requested by the Purchaser in writing prior to the expiration of the due diligence period.

**6. Purchaser's access to the Property.** During the Due Diligence Period, Purchaser and its employees, agents, contractors, and invitees will have reasonable access to the Property for the purpose of inspecting and evaluating the Property, including the taking of soil borings. While Purchaser and its employees, agents, contractors, or invitees are on the Property, (a) they shall not unreasonably interfere with any use of the Property by Seller; (b) Seller shall not be liable for any damage, loss, or injury caused by them, and (c) Purchaser shall indemnify and hold Seller harmless from any damage, loss, or injury, including, without limitation, costs and expenses of investigating, defending, and settling or litigating any claim, including reasonable attorney fees, arising out of their presence on the Property before the date of Closing. On completion of all such inspections and evaluations, Purchaser shall return the Property substantially to its prior condition at Purchaser's expense.

**7. Delivery of documents.** Promptly following the signing of this Agreement:

(a) Seller shall deliver to Purchaser a copy of any environmental site assessment, review, or evaluation prepared for the Property in Seller's possession or control;

(b) Purchaser shall obtain, at Purchaser's expense, a title insurance commitment for an owner's policy of title insurance for the Property, without standard exceptions, in the amount of the Purchase Price, issued by a title insurance company of its choosing, and deliver a copy of the commitment to Seller and the surveyor of the Property on receipt of the commitment;

(c) Purchaser may order, at Purchaser's expense, an ALTA/ACSM survey of the Property from a registered surveyor of its choosing for delivery to Seller, Purchaser, and the title insurance company that will establish the acreage computation contemplated by this Agreement.

**8. Taxes and assessments.** Any taxes and assessments that are a lien on the Property, or that otherwise relate to the Property and are due and payable as of Closing (other than the lien of general real estate taxes that are not due and payable as of Closing) shall be paid by Seller on or before Closing. Real estate taxes for the year in which the Closing occurs shall be prorated and adjusted between Seller and Purchaser as of Closing on a calendar-year basis. If the real estate taxes for the year cannot be determined as of Closing, the taxes shall be prorated as of Closing based on the real estate taxes payable with respect to the Property for the immediately preceding calendar year. Once the actual real estate taxes for the year in which the Closing occurs have been determined, the proration of the taxes shall be recalculated based on the actual taxes for the year, and the party owing the other an amount based on recalculation shall promptly pay the same to the other party.

**9. Contingency.** The obligation of the parties to close the transactions contemplated by this Agreement shall be contingent on: (A) acceptance of the bid submitted by Purchaser

by the State of Michigan to construct a 22,000 square foot facility on the Property as described in Paragraph 24; (B) approval of financing through the Michigan Finance Authority to construct a 22,000 square foot facility on the Property as described in Paragraph 24; and (C) entry of an agreement between the Seller and Purchaser addressing the issue of Otsego County Sheriff's Department storage facility, and parking for the Otsego County Library, upon the Property. If this contingency is not satisfied at or before Closing, this Agreement shall terminate and neither party shall have any further liabilities or obligations under this Agreement.

**10. Closing date and possession.** Purchaser and Seller shall complete the sale and transfer possession of the Property from Seller to Buyer (the Closing) at a closing to be held within thirty (30) days after the end of the Due Diligence Period. The Closing shall take place at the office of the title insurance company involved in the transaction or at another location agreeable to Seller and Purchaser.

**11. Form of Conveyance.** At the Closing, Seller shall grant and convey legal title to the Property to Purchaser pursuant to a Quit-Claim Deed, subject only to (a) the lien of taxes on the Property not yet due and payable, and (b) the easements, covenants, conditions, and restrictions of record as shown on the title commitment referenced above, and not objected to by Purchaser during the Due Diligence Period. The deed shall state the consideration as "for good and valuable consideration," and Seller shall sign and file a transfer valuation affidavit to evidence the Purchase Price.

**12. Closing.** Purchaser shall prepare the closing documents and deliver them to Seller for review and approval at least 10 days before the Closing. At or before the Closing, Purchaser shall be responsible for the payment of the state and county transfer taxes, the title insurance premium to issue a policy pursuant to the title commitment referenced above, the fees necessary to record the deed and any other documents to transfer title, the cost of the survey referenced above, the cost of any inspections it obtained on the Property, and any closing costs charged by any closing agent. At or before closing, Seller shall be responsible for the costs of any recording fees to record any documents to clear title. Purchaser and Seller shall each pay their own attorney and other professional fees.

**13. Default and Remedies.** If Seller fails to perform in accordance with this Agreement or if any representation or warranty of Seller in this Agreement is untrue when made or at Closing, Seller shall be in default. In the event of a default by Seller, Purchaser may, as its sole and exclusive remedy, elect to terminate this Agreement. In the event of a default under this Agreement by Purchaser, Seller may, as its sole and exclusive remedy, elect to terminate this Agreement.

**14. Representations and warranties.**

(a) Seller warrants and represents to Purchaser that as of the date of this Agreement and at

**Closing:**

- (i) Seller owns good and marketable fee simple title to the Real Property;**
  - (ii) this Agreement constitutes a legal, valid, and binding agreement of Seller;**
  - (iii) to Seller's actual knowledge, (A) there is no pending or threatened litigation or proceeding relating to the Property or the operation or use of it, and (B) there is no pending or threatened bankruptcy proceeding involving Seller;**
  - (iv) to Seller's actual knowledge, the Property is not, and Seller has not received any notice that the Property is, in violation of any federal, state, local, or other governmental zoning, health, environmental, safety, platting, subdivision, or other law, ordinance, or regulation, or any applicable private restriction relating to the Property or the operation or use of it;**
  - (v) Seller will use its best efforts to remove the deed restriction as described above in Paragraph 5(c) which provides that the Property shall be used exclusively for a public purposes open to the general public;**
  - (vi) there are no leases or contracts relating to the Property or the operation or use of it that will be binding on Purchaser or the Property subsequent to Closing;**
  - (vii) Seller has delivered to Purchaser all Plans, Warranties, and other documents, instruments, records, studies, agreements, permits, reports, surveys, environmental studies, and any and all other reports and similar or related information in Seller's or its agent's actual possession that pertain to the Property or the operation and use of it;**
  - (viii) (A) Seller is a Michigan Municipal Corporation authorized and existing under the laws of the State of Michigan; (B) neither the execution of this Agreement nor the performance of Seller's obligations under this Agreement will constitute a default under its organization documents or any contract or agreement by which Seller is bound; and (C) the execution and delivery of this Agreement by Seller and the consummation of the transactions contemplated by this Agreement by Seller will not violate any order, writ, injunction, or decree of any court in any litigation to which Seller is a party or bound or violate any law.**
- (b) Purchaser represents and warrants to Seller that as of the date of this Agreement and at Closing:**
- (i) Purchaser is a limited liability company authorized and existing under the laws of the State of Michigan;**

(ii) neither the execution of this Agreement by Purchaser nor the performance of Purchaser's obligations under this Agreement will constitute a default under its organizational documents or any contract or agreement by which Purchaser is bound; and

(iii) the execution and delivery of this Agreement by Purchaser and the consummation of the transactions contemplated by this Agreement by Purchaser will not violate any order, writ, injunction, or decree of any court and any litigation to which Purchaser is a party or bound or violate any law.

**15. Disclaimer by Seller.** Purchaser acknowledges and agrees that Seller has not made, does not make, and expressly disclaims any warranties, representations, covenants, or guarantees, either express or implied, whether arising by operation of law or otherwise, as to the merchantability, quantity, quality, environmental condition, or physical condition of the Property or its suitability or fitness for any particular purpose or use. Purchaser affirms that it:

a. has investigated and inspected the Property and is familiar and satisfied with its environmental condition and physical condition; and

b. has made its own determination as to the

(i) merchantability, quantity, quality, environmental condition and physical condition of the Property, including the possible presence on, at, under or emanating from the Property of hazardous materials or other environmental contamination; and

(ii) the Property's suitability or fitness for any particular purpose or use.

The closing of the transaction contemplated by this Agreement shall constitute Purchaser's acceptance of the Property in its present environmental condition and physical condition on an "as is," "where is," and "with all faults and defects," basis regardless of how such faults and defects were caused or created (by the negligence, actions, omissions or fault of the Seller or otherwise), and acknowledges that without this acceptance, this sale by Seller would not be made, and the Seller shall not be under any obligation whatsoever to undertake any improvement, repair, modification, alteration, remediation, or other work of any kind with respect to any of the Property except as required by state or federal authorities pursuant to state and federal statutes and regulations respectively.

The Seller is hereby expressly released by Purchaser and its successors and assigns from any and all responsibilities, liabilities, obligations, and claims of Purchaser known and unknown, whether based upon negligence, strict liability or otherwise, arising under environmental protection laws, common law, or any other legal requirement, including

any obligations to take the Property back or reduce the purchase price and any actions for contribution, indemnity, or to improve, repair, or otherwise modify the physical condition of the Property, that Purchaser or its successors or assigns may have against Seller, based in whole or in part, upon the presence of hazardous materials or other environmental contamination on, at, under, or emanating from the Property or arising from the environmental condition or physical condition of the Property, regardless of how caused or created (by the negligence, actions, omissions or fault of Seller, pursuant to any statutory scheme of strict liability, or otherwise). Purchaser further acknowledges that the provisions of this Disclaimer have been fully explained to Purchaser and that it fully understands and accepts the same as a condition to proceeding with this transaction. Purchaser acknowledges that Seller's employees, agents, or representatives have not made any statements or representations contrary to the provisions of this Paragraph. In entering into and performing this Agreement, Purchaser has relied, and will rely, solely upon its independent investigation of, and judgment with respect to, the Property and its value.

**16. Indemnification of Seller by Purchaser.**

(a) From and after Closing, to the fullest extent permitted by law, Purchaser agrees to indemnify, defend and hold harmless Seller and its affiliated and related entities, and their officers, directors, and employees from and against any and all losses, liabilities, claims, strict liability claims, lawsuits, fines, penalties, judgments, expenses (including, but not limited to, reasonable attorneys' fees), environmental abatement, investigation, remediation and cleanup costs, and damages in connection with personal injuries, death, or damage to Property or the environment arising after the date of closing from Purchaser's use of the Property relating to:

(i) any possession, use or operation of the Property, regardless of whether such injuries/death/damage are caused by or arise from Seller's or third parties' pre-Closing or post-closing negligence, actions or omissions relating to the operation, physical condition or maintenance status of the Property; and/or

(ii) any Environmental Condition or Environmental Claims pertaining to the Property.

(b) In this Agreement the following terms shall be defined as follows:

(i) "Environmental Condition" means any condition or conditions affecting or relating to the air, soil, groundwater or surface water at or about the Property and any failure to comply with governmental requirements, including environmental protection laws, relating to such

condition or conditions, which could or does require remediation, including abatement, investigation, containment or removal and/or which could result in Environmental Claim(s).

(ii) "Environmental Claim(s)" means all claims, causes of action, liabilities, damages, losses, costs or expenses (including reasonable attorney and environmental consultant fees) relating to the prevention, abatement, investigation, remediation, release or elimination of pollution or contamination, the violation of Environmental Protection Laws, or the application of Environmental Protection Laws pertaining to the condition of the Property and the migration of existing pollution onto or under other property. Environmental Claim(s) includes claims arising from application of Environmental Protection Laws to the condition of the Property, as well as any and all claims by third parties and by governmental or quasi-governmental entities no matter how such claims arise.

(iii) "Environmental Protection Laws" mean any and all current or future laws, statutes, rules, regulations, and judicial interpretations thereof of the United States, of any state or local government, or of any other governmental or quasi-governmental authority having jurisdiction that relate to the prevention, abatement, investigation, remediation or elimination of pollution and/or protection of the environment, including but not limited to those federal statutes commonly known as the Solid Waste Disposal Act of 1970, as amended; the Resource Conservation and Recovery Act of 1976, as amended; the Clean Water Act, as amended; the Clean Air Act, as amended; the Safe Drinking Water Act, as amended; the Migratory Bird Treaty Act, as amended; the Toxic Substances Control Act, as amended; and the Hazardous Materials Transportation Act, as amended; together with any and all other applicable federal, state, and local statutes, laws, rules and regulations serving any similar or related purpose.

**17. Notice.** Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and the same shall be given and deemed to have been served and given when (a) delivered in person to the party to whom the notice is given, (b) placed in the U.S. mail, postage prepaid, by registered or certified mail, return receipt requested, or (c) deposited with a nationally recognized overnight courier service. The address of the parties for the purposes of this Agreement and for all notices under this Agreement shall be the address indicated in the introductory paragraph of this Agreement.

**18. Entire Agreement.** This Agreement embodies the entire agreement of the parties and supersedes any prior or contemporaneous understandings or written or oral agreements between them concerning the Property. No variation, modification, or

alteration of these terms shall be binding on either party unless set forth in an express and formal written amendment executed by all parties to this Agreement.

**19. Governing law.** This Agreement shall be governed by and construed under and in accordance with the laws of the State of Michigan.

**20. Binding effect.** All of the terms and provisions in this Agreement shall bind and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. Neither party shall assign or otherwise transfer its interest under this Agreement to any other third party without the prior approval of the other party to this Agreement, which shall not be unreasonably withheld.

**21. Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged and agreed that this Agreement shall be interpreted in light of the probable intent of the parties.

**22. Severability.** If any term, covenant, or condition of this Agreement or its application is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement or the application of the term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall remain effective; and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**23. Development of Property.** The Purchaser is submitting a bid pursuant an RFP from the State of Michigan to construct a new 22,000 square foot facility on the Property. The Seller authorizes the Purchaser to submit the bid in the Seller's name as the owner. If the bid is accepted by the State of Michigan then the Seller will work with the Purchaser to obtain financing through the Michigan Finance Authority. Such financing will not carry the *full* faith and credit of the County. The Purchaser will act as Turnkey Developer for the Project upon terms and conditions to be agreed upon between the Seller and Purchaser.

**24. Counterparts.** This Agreement may be executed in one or two counterparts, each of which will be an original, and all of which together shall constitute one and the same document. Facsimile signatures shall be effective as originals.

**25. Exhibits.** The following exhibits are attached to and a part of this Agreement:

- Exhibit A - Certificate of Survey of the Property
- Exhibit B - Legal description of the Property

**Exhibit C - Aerial map of a portion of the Property**

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

**COUNTY OF OTSEGO**

**By: \_\_\_\_\_  
John M. Burt**

**Its: County Administrator**

**DEVELOPMENT GROUP OF GAYLORD, LLC**

**By: \_\_\_\_\_**

**Its: Member**

Exhibit A

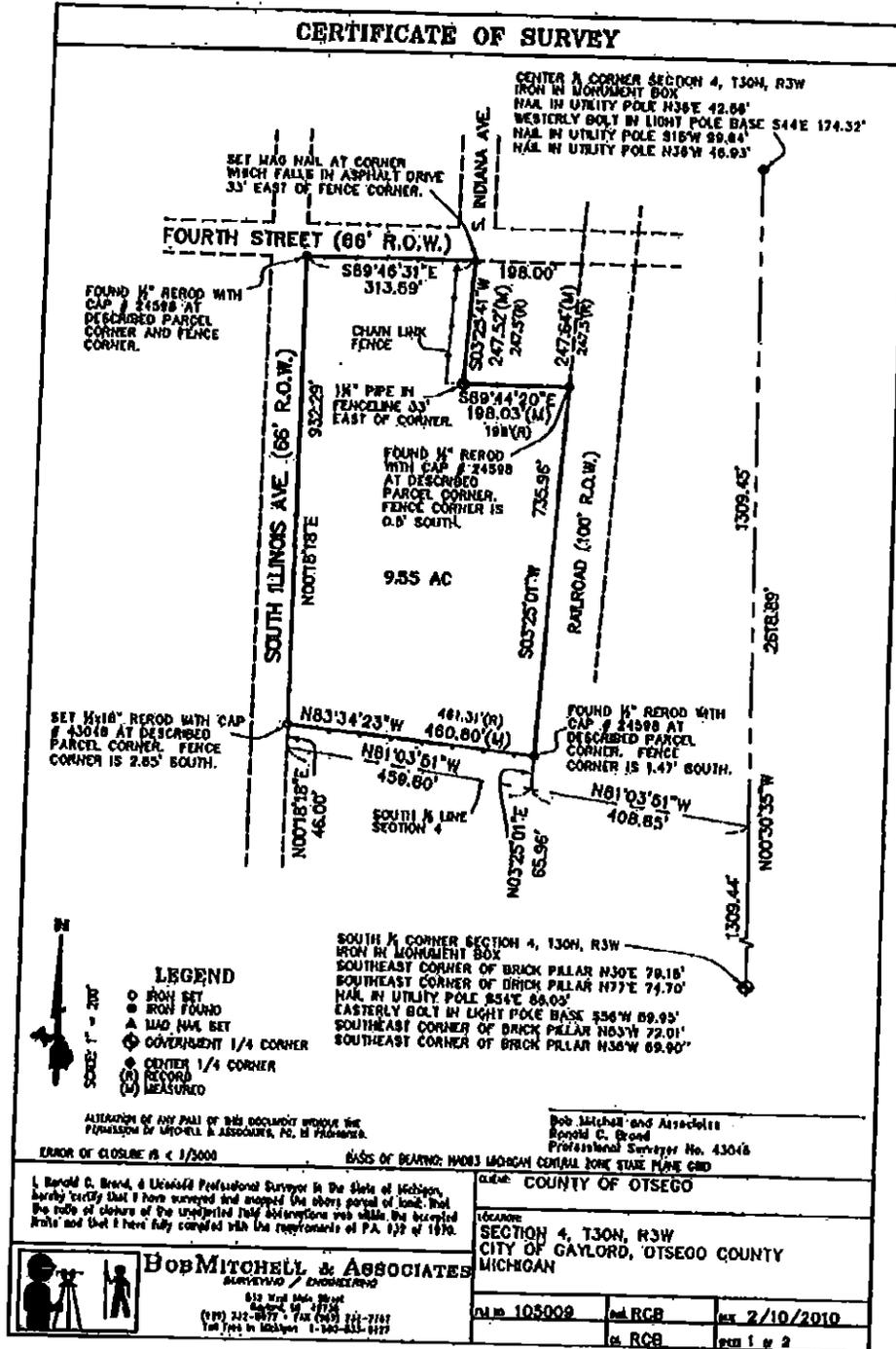


Exhibit B

## Legal

**DESCRIPTION:** A parcel of land situated in the City of Gaylord, County of Otsego, State of Michigan, and described as follows, to wit:

Part of Section 4, Town 30 North, Range 3 West described as Beginning 12 rods West of the intersection of the South line of Fourth Street and the West line of MCRR; thence West 16.17 rods; thence South to a point 46 feet North of one-eighth line; thence South 83° East 461.31 feet; thence North to a point 15 rods South of South line of Fourth Street; thence West 12 rods; thence North to Point of Beginning.

**SUBJECT TO** All agreements, covenants, easements and restrictions of record, if any.

**AS FOUND IN THIS SURVEY THE ABOVE PARCEL MAY BE MORE PARTICULARLY DESCRIBED AS:**

A parcel of land situated in the City of Gaylord, County of Otsego, State of Michigan, being part of Section 4, Town 30 North, Range 3 West described as Commencing at the South one-quarter corner of said Section 4; thence North 0°30'35" West, along the North-South one-quarter line of said section, 1309.44 feet to the South one-eighth line of said section; thence North 81°03'51" West, along said South one-eighth line, 868.65 feet to the East right of way of South Illinois Avenue; thence North 0°18'18" East, along said East right of way line, 46.00 feet to the Point of Beginning; thence continuing North 0°18'18" East, along said East right of way line, 932.29 feet to the South right of way line of Fourth Street; thence South 89°46'31" East, along said South right of way line, 313.58 feet to a point 198.00 feet West of the intersection of South line of Fourth Street and the West line of the Railroad; thence South 3°25'41" West 247.52 feet (recorded as 247.5'); thence South 89°44'20" East 198.03 feet (recorded as 198') to the West line of the Railroad; thence South 3°25'01" West, along the West line of the Railroad, 735.96 feet; thence North 83°34'23" West 460.80 feet (recorded as 461.31') to the Point of Beginning. Said parcel contains 9.55 acres of land more or less.

**SUBJECT TO** All agreements, covenants, easements and restrictions of record, if any.

**Exhibit C**





May 8, 2012  
Agenda

Consent Agenda

A. OCR 12-13 MERS Hybrid (Teamsters Bus)

B. OCR 12-14 MERS DC (Teamsters Bus)

A. OCR 12-13 will allow Teamsters Bus employees newly hired, rehired, or transferred beginning January 1, 2011 to go into the MERS Hybrid Retirement Plan.

B. OCR 12-14 contains the Hybrid Plan Document referenced in OCR 12-13.

## MERS Restated Uniform Hybrid Program (Benefit Program H) Resolution



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711

[www.mersolmich.com](http://www.mersolmich.com)

**WHEREAS**, under the Municipal Employees Retirement Act of 1984, section 36(2)(a); MCL 38.1536(2)(a); Plan Document Section 36(2)(a), provides the Retirement Board (effective August 15, 1996):

[s]hall determine and establish all of the provisions of the retirement system affecting benefit eligibility, benefit programs, contribution amounts, and the election of municipalities, judicial circuit courts, judicial district courts, and judicial probate courts to be governed by the provisions of the retirement system ... [and] to establish additional programs including but not limited to defined benefit, defined contribution, ancillary benefits, health and welfare benefits, and other post employment benefit programs (as amended by 2004 PA 490).

**WHEREAS**, pursuant to the Board's powers, the MERS Plan Document of 1996 was adopted effective October 1, 1996, and the Plan has been amended periodically by the Board.

**WHEREAS**, the MERS Plan, an agent, multiple employer, public employee pension plan, has been determined by the Internal Revenue Service to be a governmental plan that is tax qualified as a trust under Code section 401(a) and exempt from taxation under section 501(a) (Letter of Favorable Determination dated June 15, 2005; and letter dated July 8, 1997).

**WHEREAS**, on March 14, 2006, the Retirement Board has authorized establishment of a Hybrid Plan, with a defined benefit (DB) and defined contribution (DC) component.

**WHEREAS**, new Section 19B, Benefit Program H, and related plan amendments, create a new Hybrid Program that a participating municipality or court may adopt for MERS members to be administered in whole or in part under the discretion of the Municipal Employees' Retirement Board as trustee and fiduciary, directly by (or through a combination of) MERS or MERS duly-appointed third-party administrator for the DC component.

**WHEREAS**, this Uniform Hybrid Program Resolution has been approved by the Retirement Board under the authority of MCL 38.1536(2)(a); Plan section 36(2)(a) declaring that the Retirement Board "shall determine . . . and establish" all provisions of the retirement system. Under this authority, the Retirement Board authorized Section 19B, Benefit Program H, which shall not be implemented unless in strict compliance with the terms and conditions of this Resolution as provided under section 19B(2):

- In the event any alteration of any provision of this section 19B, or other sections of the Plan Document related to the provisions of Benefit Program H, is made or occurs, under section 43B of the Plan Document concerning collective bargaining or under any other plan provision or law, adoption of Benefit Program H shall not be recognized, other than in accordance with this section and other sections of the Plan Document related to the provisions of Benefit Program H.
- In the event any alteration of the terms or conditions stated in this Uniform Resolution is made or occurs, it is expressly recognized that MERS and the Retirement Board, as sole trustee and fiduciary of the MERS Plan and its trust reserves, and whose authority is nondelegable, shall have

# MERS Restated Uniform Hybrid Program (Benefit Program H) Resolution

no obligation or duty: to administer (or to have administered) the Benefit Program H; to authorize the transfer of any Plan assets to the Hybrid Program; or to continue administration by MERS directly or indirectly, or by any third-party administrator.

**WHEREAS**, concurrent with this Resolution, and as a continuing obligation, this governing body has completed and approved, and submitted to MERS, documents necessary for adoption and implementation of MERS Benefit Program H.

**NOW, THEREFORE, BE IT RESOLVED** that the governing body adopts MERS Benefit Program H (Hybrid Program) as provided below.

## I. NEW EMPLOYEES (Plan Sec 19B(4) – (12))

Effective the first day of January 1, 2011, (to be known as the ADOPTION DATE), the

Otsego County hereby adopts Benefit Program H for

(MERS municipality/court)

Teamsters Bus Local 214 Div 10 new hires, rehires or transferred employees on or after 1/1/11

(specify division numbers)

first hired or rehired to the division at any time on and after the Adoption Date, and optional participation for any employee or officer of this municipality otherwise eligible to participate in MERS under Section 2B(3)(a) of the Plan Document who has previously elected to not participate in MERS. The employer shall establish the transfer rule for transferred employees in the Employer Resolution Establishing a Uniform Transfer Provision. **ONLY THOSE EMPLOYEES ELIGIBLE FOR MERS MEMBERSHIP (SECTIONS 2B(3) AND 3 OF THE PLAN DOCUMENT) SHALL BE ELIGIBLE TO PARTICIPATE.**

### (A) HYBRID PLAN CONTRIBUTIONS

- The DB Component shall be exclusively funded by the employer, with no member contributions permitted.
- For the DC Component, employee and employer contributions shall be required as allowed and specified in Plan section 19B(8) and the MERS Uniform Hybrid DC Component Adoption Agreement ("Adoption Agreement," Attachment 1, completed and approved and a certified copy submitted to MERS concurrent with and incorporated by reference in this Resolution). A member is immediately 100% vested in any employee contributions, and is vested in employer contributions under the employer vesting schedule.

### (B) COMPENSATION AND EARNINGS

- For the DB Component, earnings shall include items of "Compensation" under Section 2A(6) of the MERS Plan Document, with the exception of the last sentence, which shall not apply.
- For the DC Component, earnings shall include items of "Compensation" under Section 2A(6) of the MERS Plan Document as provided for Benefit Program DC, which equals the Medicare taxable wages as reported by the employer on the member's federal form W-2, wage and tax statement.

## **MERS Restated Uniform Hybrid Program (Benefit Program H) Resolution**

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### **(C) HYBRID PLAN VESTING**

- For the DB Component, 6 year vesting is mandatory (Plan Sec 19B(5)(b)).
- For the DC Component, employee and employer contributions shall be required as allowed and specified in Plan section 19B(8) and the Adoption Agreement (Attachment 1, completed and approved and a certified copy submitted to MERS concurrent with and incorporated by reference in this Resolution). A member is immediately 100% vested in any employee contributions, and is vested in employer contributions under the employer vesting schedule.
- As provided in Section 19B(3):

Where a member has previously acquired in the employ of any participating municipality or participating court:

- (a) not less than 1 year of defined benefit service in force (including Hybrid Program) with any participating municipality or participating court;
- (b) eligible credited service where the participating municipality or participating court has adopted the Reciprocal Retirement Act, 1961 PA 88;
- (c) at least 12 months in which employer contributions by a participating municipality or participating court have been made on behalf of the member under Benefit Program DC or Hybrid Program, such service shall be applied toward satisfying the vesting schedule for the DB Component, and for the DC Component, for employer contributions.

### **(D) BENEFITS UNDER HYBRID PLAN**

- For the DB component:
  - (1) The Benefit Multiplier (Plan Section 19B(4)) **initially selected shall be irrevocable, shall not later be changed and shall be the one here specified (select only one of the following):**
    - (a) 1.0 % times (x) years of service times (x) FAC
    - (b) 1.25% times (x) years of service times (x) FAC
    - (c) 1.5% times (x) years of service times (x) FAC
  - (2) Final Average Compensation (FAC) shall be FAC-3 (Plan Section 19B(6)).
  - (3) The Benefit shall be payable at age 60 (Plan Section 19B(5)(b)).
  - (4) Credited Service shall be comprised solely of the sum of (a) the total of the member's credited service (if any) under the previous DB program on the effective date of coverage under the Hybrid Plan (Plan Section 19B(16)(b)(ii); see II (E)(b)(ii) below); plus (b) credited service earned by the member after the effective date of coverage under the Hybrid Plan (Plan Section 19B(17)(b)).
- For the DC Component (Plan Section 19B(12)):

## **MERS Restated Uniform Hybrid Program (Benefit Program H) Resolution**

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Upon termination of membership, a vested former member or a beneficiary, as applicable, shall elect one or a combination of several of the following methods of distribution of the vested former member's or beneficiary's accumulated balance, to the extent allowed by federal law and subject to Plan Section 19B(11)(b) and procedures established by the Retirement Board:

- (1) Lump sum distribution to the vested former member or beneficiary.
- (2) Lump sum direct rollover to another eligible retirement plan, to the extent allowed by federal law.
- (3) Annuity for the life of the vested former member or beneficiary, or optional forms of annuity as determined by the Retirement Board.
- (4) No distribution, in which case the accumulated balance shall remain in the retirement system, to the extent allowed by federal law.

<b>STOP</b> If covering new employees only, skip II and III and go to IV on page 9. <b>STOP</b>
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## MERS Restated Uniform Hybrid Program (Benefit Program H) Resolution

- II. **OPTIONAL PROVISION FOR CURRENT MERS DEFINED BENEFIT MEMBERS WHERE HYBRID PROGRAM FOR NEW EMPLOYEES ESTABLISHED (FOR TRANSFERS FROM MERS DEFINED CONTRIBUTION PROGRAM, SEE SECTION III)**  
(Plan Sec 19B(13)-(16))

**THIS OPTIONAL SECTION SHALL ONLY BE SELECTED WHERE THE TOTAL FUNDED PERCENT OF AGGREGATE ACCRUED LIABILITIES AND VALUATION ASSETS OF ALL RESERVES SPECIFIED IN TABLE 13 (OR SUCCESSOR TABLE) FOR THE PARTICIPATING MUNICIPALITY OR COURT, AND FOR THE AFFECTED MEMBER BENEFIT PROGRAM CLASSIFICATION(S) (DIVISION(S)) SPECIFIED IN THE MOST RECENT MERS ANNUAL ACTUARIAL VALUATION REPORT IS AT LEAST EIGHTY PERCENT (80%).**

IT IS ADDITIONALLY RESOLVED, as provided in each of the following paragraphs:

- (A) Effective on the **Adoption Date**, pursuant to Plan Section 19B(13):

all current MERS defined benefit members who are members of the same employee classification described in Section I above on the Adoption Date shall be offered the opportunity to irrevocably elect coverage under Benefit Program H. Section 19B(14) specifies an employee's written election to participate shall be filed with MERS: (a) not earlier than the last day of the third month after this Resolution is adopted and received by MERS; and (b) not later than the first day of the first calendar month that is at least six months after MERS receives this Resolution. This means each eligible employee will have about 90 days to make the decision.

After MERS receives this Resolution, this governing body's authorized official and eligible employees will be advised by MERS of the election window timelines and other information to consider in making the irrevocable decision whether to participate in Benefit Program H.

Participation for those electing coverage shall be effective the first day of the first calendar month at least six (6) months after MERS' receipt of the Resolution, here designated as being the month of November 1, 2012, (insert month and year) which shall be known as the "**CONVERSION DATE.**"

The opportunity for current employees on the **Adoption Date** to participate in the Hybrid Program shall (select 1 of the following 2 choices):

- apply to all employees who separate from or terminate employment with this municipality **after the Adoption Date** and **before the Conversion Date**, so long as the employee does not receive a retirement allowance (including distributions from Benefit Programs DC or H) from MERS based on service for this municipality.
- not apply to any employee who separates from or terminates employment with this municipality after the Adoption Date.

## **MERS Restated Uniform Hybrid Program (Benefit Program H) Resolution**

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- (B) **CONTRIBUTIONS** shall be as provided in Section I (A) above.
- (C) **COMPENSATION AND EARNINGS** shall be as provided in Section I (B) above.
- (D) **HYBRID PLAN VESTING** shall be as provided in Section I (C) above.
- (E) For each employee irrevocably electing to participate in Benefit Program H, then under Plan Section 19B(16), the Retirement Board shall transfer the following amounts from the reserve for employee contributions and the reserve for employer contributions and benefit payments to the reserve for defined contribution plan:
- (a) The member's accumulated contributions, if any, as of 12:01 a.m. on the day the member becomes covered by Benefit Program H shall be transferred from the reserve for employee contributions to the member's credit in the reserve for Benefit Program H Defined Contribution component.
  - (b) The funded excess present value shall be computed as the excess, if any, of the actuarial present value of the accrued benefit associated with the member's coverage under the previous benefit program, over the actuarial present value of the accrued benefit associated with the member's coverage under the defined benefit component of Benefit Program H, after such excess is multiplied by the funded level percentage selected by the governing body in subparagraph(F)(2) below (which shall not be less than 80% nor exceed 100% funded level percentage in any case). The excess, if any, of the funded excess present value over the amount specified in sub-paragraph (a) shall be transferred from the reserve for employer contributions and benefit payments to the member's credit in the reserve for Benefit Program H Defined Contribution component. For purposes of this subparagraph:
    - (i) The actuarial present values shall be computed as of 12:01 a.m. on the day the member becomes covered by Benefit Program H and shall be based on the actuarial assumptions adopted by the Retirement Board.
    - (ii) On the effective date of the change of the benefit program the member's credited service under Benefit Program H shall be equal to the member's credited service under the previous benefit program.
    - (iii) In determining final average compensation there shall not be included any accrued annual leave.
    - (iv) The earliest retirement date (for an unreduced benefit) assumption under the defined benefit program in effect on the effective date of the change of the benefit program shall be utilized. Likewise the earliest retirement date assumption under Benefit Program H shall be utilized.
    - (v) For purposes of the actuarial present value calculation, any future benefit otherwise payable under Benefit Program E or E-1 shall be disregarded.

The transfer shall be made approximately 30 calendar days after the **Conversion Date**, and the transfer amount shall include pro-rated regular interest at the regular Board-established rate for crediting of interest on member's accumulated contributions in the defined benefit program, measured from the **Conversion Date** to the actual transfer date.

## MERS Restated Uniform Hybrid Program (Benefit Program H) Resolution

(F) Per Plan Section 19B(16)(b), the Retirement Board has established the assumptions for calculation of the actuarial present value of a member's accrued benefit that may be transferred. The assumptions are:

- (1) The interest rate in effect as of the Adoption Date, to determine actuarial present value, shall be the Board-established investment earnings rate assumption (currently eight percent (8.00%)).
- (2) The funded level for the member's specific MERS division (total funded percentage of the present value of accrued benefits which shall be determined using Termination Liability under Table 12 or successor table and valuation assets of all reserves using Table 13) as of the Adoption Date from the most recent MERS annual actuarial valuation report data provided by MERS actuary. In the APV calculation, the funded level used shall be (select one of the following):

- Table 12 Termination Liability funded level for the division (not less than 80% nor to exceed 100% funded level).
- If greater than the division's funded level but not more than 100% funded level, then MERS is directed to compute the funded percentage for the transfer calculation on \_\_\_\_\_% funded basis (insert number greater than the division's Table 12 Termination Liability funded level percentage but not more than 100%). Where less than 100% funded level exists, this governing body recognizes that such direction shall increase its pension funding liability. MERS shall not implement such direction unless the governing body forwards to MERS sufficient cash up to the funded level selected for all members prior to the **Conversion Date**; if sufficient cash is not forwarded, then the governing body expressly covenants with MERS and directs, as a condition of this selection, to MERS billing and the governing body remitting to MERS all contributions necessary to fund the unfunded liability occasioned by the aggregate transfer of the difference between the actual funded level for the division and funded level directed above over a period of four (4) years.

### III. TRANSFER OF CURRENT MERS DEFINED CONTRIBUTION PROGRAM MEMBERS WHERE HYBRID PROGRAM FOR NEW EMPLOYEES ESTABLISHED Plan Sec 19B(13) – (15), (17)

IT IS ADDITIONALLY RESOLVED, as provided in each of the following paragraphs:

- (A) Effective on the **Adoption Date**, pursuant to Plan Section 19B(13) all current MERS defined contribution members who are members of the same employee classification described in Section I above on the **Adoption Date** shall be offered the opportunity to irrevocably elect coverage under Benefit Program H. Section 19B(14) specifies an employee's written election to participate shall be filed with MERS: (a) not earlier than the last day of the third month after this Resolution is adopted and received by MERS; and (b) not later than the first day of the first calendar month that is at least six months after MERS receives this Resolution. This means each eligible employee will have about 90 days to make the decision.

After MERS receives this Resolution, this governing body's authorized official and eligible employees will be advised by MERS of the election window timelines and other information to consider in making the irrevocable decision whether to participate in Benefit Program H.

## MERS Restated Uniform Hybrid Program (Benefit Program H) Resolution

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Participation for those electing coverage shall be effective the first day of the first calendar month at least six (6) months after MERS' receipt of the Resolution, here designated as being the month of \_\_\_\_\_, 20\_\_\_\_, (insert month and year), which shall be known as the "CONVERSION DATE."

The opportunity for current employees on the **Adoption Date** to participate in the Hybrid Program shall (select 1 of the following 2 choices):

- apply to all employees who separate from or terminate employment with this municipality after the Adoption Date and before the Conversion Date, so long as the employee does not receive a retirement allowance (including distributions from Benefit Programs DC or H) from MERS based on service for this municipality.
- not apply to any employee who separates from or terminates employment with this municipality after the Adoption Date.

**(B) CONTRIBUTIONS** shall be as provided in Section I (A) above.

**(C) COMPENSATION AND EARNINGS** shall be as provided in Section I (B) above.

**(D) HYBRID PLAN VESTING** shall be as provided in Section I (C) above.

**(E)** For each employee irrevocably electing to participate in Benefit Program H, then under Plan Section 19B(17), the following shall apply:

- (a) The member's accumulated balance in the reserve for defined contribution plan under Benefit Program DC, if any, as of 12:01 a.m. on the day the member becomes covered by Benefit Program H shall be transferred to the member's credit in the reserve for defined contribution plan under Benefit Program H Defined Contribution component.
- (b) For purposes of calculating benefit amounts under the defined benefit component of Benefit Program H, only credited service earned after 12:01 a.m. on the day the member becomes covered by Benefit Program H shall be recognized.

#### **IV. THIRD PARTY ADMINISTRATION**

The Municipal Employees' Retirement Board retains full and unrestricted authority over the administration of MERS Benefit Program H, including but not limited to the appointment and termination of the third-party administrator, or MERS self-administration of the defined contribution program in whole or in part.

# MERS Restated Uniform Hybrid Program (Benefit Program H) Resolution

## V. EFFECTIVENESS OF THIS RESOLUTION

**BE IT FINALLY RESOLVED:** This Resolution shall have no legal effect under the MERS Plan Document until a certified copy of this adopting Resolution shall be filed with MERS, and MERS determines that all necessary requirements under Plan Document Section 19B, this Resolution, and other applicable requirements have been met. All dates for implementation of Benefit Program H under Section 19B shall be determined by MERS from the date of filing with MERS of this Resolution in proper form and content. Upon MERS determination that all necessary documents have been submitted to MERS, MERS shall record its formal approval upon this Resolution, and return a copy to the Employer's Hybrid Program Plan Coordinator Identified in Section IV (D) above.

In the event an amendatory Resolution or other action by this Governing Body is required, such Resolution or action shall be deemed effective as of the date of the initial Resolution or action where concurred in by this governing body and MERS (and the third-party administrator if necessary). Section 54 of the Plan Document shall apply to this Resolution and all acts performed under its authority. The terms and conditions of this Resolution supersede and stand in place of any prior resolution, and its terms are controlling.

I hereby certify that the above is a true copy of a Resolution adopted at the official meeting held on May 8, 2012

\_\_\_\_\_  
(Signature of authorized official)

Please send MERS fully executed copy of:

- MERS 2010 Restated Uniform Hybrid Program (Benefit Program H) Resolution (this form, MD-043)
- MERS Restated Hybrid Plan (Defined Contribution Component) Adoption Agreement (form MD-044)
- Declaration of Trust and certified minutes stating governing body approval, and/or union contract language

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

Dated: \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Authorized MERS signatory)

# MERS Restated Hybrid Plan (Defined Contribution Component) Adoption Agreement



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

The Employer, a participating municipality or participating court ("court") within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Benefit Program: **Hybrid under MERS Plan Document ("MERS Hybrid DC")** as authorized by Section 19B of the Municipal Employees' Retirement System of Michigan Plan Document. All references to "Plan Document" are to sections of the MERS Plan Document; any reference to "Plan," the "MERS Plan," "Plan Participant," "Participant," or "Program," shall mean the MERS Hybrid DC Plan, unless otherwise specified.

This Adoption Agreement, together with Section 19B of the MERS Plan Document and the MERS Restated Uniform Hybrid Resolution ("Resolution"), constitute the entire MERS Benefit Program Hybrid Plan Document.

I. EMPLOYER: Otsego County  
Name of municipality or court

## II. EFFECTIVE DATE

1. If this is the initial Adoption Agreement relating to the MERS Defined Contribution Plan for this Division, the Effective Date of the Benefit Program here adopted shall be the first day of:  
January 1, 2011  
Month and Year
2. If this is an amendment and restatement of an existing adoption agreement relating to the MERS Hybrid DC Plan for this Division, the effective date of this amendment and restatement shall be the first day of: \_\_\_\_\_ This adoption agreement is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which was originally effective on the first day of: \_\_\_\_\_  
Month and Year

## III. ELIGIBILITY REQUIREMENTS

Only those Employees eligible for MERS Membership (Section 3 of the MERS Plan Document) shall be eligible to participate in the MERS Hybrid DC Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following group(s) of Employees are eligible to participate in the Plan:

Teamsters Bus Local #214 Unit Employees - Division 10 - new hires, rehires, or transferred employees into the Teamsters Bus Division on or after adoption date of January 1, 2011.

Specify employee classification and division numbers

# MERS Restated Hybrid Plan (Defined Contribution Component) Adoption Agreement

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## IV. CONTRIBUTION PROVISIONS

1. The Employer shall contribute on behalf of each Participant 1 % of Earnings or \$\_\_\_\_\_ for the calendar year (subject to the limitations of Sections 415(c) of the Internal Revenue Code).
2. Each Participant is required to contribute 1, 2 or 3 % of Earnings for the calendar year as a condition of participation in the Plan. (Write "0" if no contribution is required.) \*If other contribution options are provided, please list on separate sheet of paper and attach to Adoption Agreement.

If Employee contributions are required, an Employee shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

The Employer hereby elects to "pick up" the Mandatory/Required Employee contribution. The "pick-up" provision allows the employer to direct mandatory employee contributions to be pre-tax.

Yes                       No

**[Note to Employer: Picked up contributions are excludable from the Employee's gross income under Section 414(h)(2) of the Internal Revenue Code of 1986 only if they meet the requirements of Rev. Rul. 2006-43, 2006-35 I.R.B. 329. Those requirements are (1) that the Employer must specify that the contributions, although designated as Employee contributions, are being paid by the Employer in lieu of contributions by the Employee; and (2) the Employee must not have the option of receiving the contributed amounts directly instead of having them paid by the Employer to the Plan. The execution of this Adoption Agreement by the Employer shall constitute the official action required by Revenue Ruling 2006-43.]**

3. Each Employee may make a voluntary (unmatched), after-tax contribution, subject to the limitations of Section 415 of the Internal Revenue Code.
4. Employer contributions and Employee contributions shall be contributed to the Trust in accordance with the following payment schedule:

Weekly                       BI-weekly                       Monthly

## V. EARNINGS

Earnings shall be defined as "compensation" under Section 2A(6) of the MERS Plan Document, being the Medicare taxable wages reported on the Employee's W-2 statement.

# MERS Restated Hybrid Plan (Defined Contribution Component) Adoption Agreement

## VI. VESTING PROVISION FOR EMPLOYER CONTRIBUTIONS AND NORMAL RETIREMENT AGE

The Employer hereby specifies the following vesting schedule (choose one):

- Immediate vesting upon participation
- Cliff vesting: The participant is 100% vested upon a stated number of years. Stated year may not exceed maximum 5 years of service:
- Stated Year:       1     2     3     4     5
- Graded vesting percentage per year of service: Employers can select the percentage of vesting with the corresponding years of service, however the scale cannot exceed a maximum of six years of service to reach 100% vesting, nor less than the stated minimums below:
- \_\_\_\_\_ % after 1 year of service.  
\_\_\_\_\_ % after 2 years of service.  
25 % (not less than 25%) after 3 years of service.  
50 % (not less than 50%) after 4 years of service.  
75 % (not less than 75%) after 5 years of service.  
100 % (not less than 100%) after 6 years of service.

Notwithstanding the above, a member shall be vested in his/her entire employer contribution account, to the extent that the balance of such account has not previously been forfeited, if he/she is employed on or after his/her Normal Retirement Age. "Normal Retirement Age" shall be presumed to be age 60 (unless a different normal retirement age is here specified: \_\_\_\_\_).

In addition, notwithstanding the above, in the event of disability or death, a member or his/her beneficiary shall be vested in his/her entire employer contribution account, to the extent that the balance of such account has not previously been forfeited as described in Section 19A(7) of the MERS Plan Document.

## VII. Loans (not more than two) are permitted under the Program. MERS recommendation is "No," not to allow loans: loans permit your employees to borrow against their retirement account.

Yes                       No

## VIII. The Plan will accept an eligible rollover distribution from an eligible retirement plan described in Section 401(a) (including "401(k)") or 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, an eligible deferred compensation plan described in Section 457(b) of the Code maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, or an individual retirement account or annuity described in Section 408(a) or 408(b) of the Code, including after-tax employee contributions, as applicable. The Plan will account separately for pre-tax and post-tax contributions and earnings thereon.

**MERS Restated Hybrid Plan (Defined Contribution Component)  
Adoption Agreement**

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- IX. The Employer hereby agrees to the provisions of the MERS Uniform Defined Contribution Plan and agrees that in the event of any conflict between MERS Plan Document Section 19B and the MERS Hybrid Plan, the provisions of Section 19B shall control.
- X. The Employer hereby appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan.
- XI. The Employer hereby agrees to the provisions of the Plan.
- XII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in the ineligibility of the Plan in the DC component of the Hybrid Plan.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this 8 day of May, 2012.

Employer: Otsego County

By: Paul Beachnau

Title: Chairman, Board of Commissioners

Attest: \_\_\_\_\_

Administrator's Report      A. BID 2012-04 Sheriff Patrol Vehicle

- A. Bids for a new 4-wheel drive patrol vehicle for the Sheriff's Office are due on Thursday, May 3. The bids will be reviewed and the lowest appropriate bidder presented to the Commissioners at the Board meeting.

04/30/2012

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO  
MAY 1, 2012 WARRANT

Check #	Check Date	Payee	Description	GL #	Amount
34553	08/23/2011	BRYCE D. SEELEY	119978 SHOP TOOLS	588-699-726.050	** VOIDED **
37893	04/17/2012	TREETOPS SYLVAN RESORT	REST PMT BY ASHLEY TOWNE 11-24674-SI	701-000-271.130	** VOIDED **
38060	04/24/2012	RONALD KORONKA	1/2 DOWN FOR WORK ON GINGELL & WA	495-901-970.300	3,187.50
38061	04/24/2012	SIGN BY DESIGN	REMAINDER DUE AIRPORT SIGN	499-901-970.300-ALPCTR_CRP	4,125.00
38062	04/25/2012	TROPHY AMISH CABINS, LLC	GROEN PROPERTY CHECK IN CABIN	495-901-970.300	4,503.00
38063	05/01/2012	ADAM MONTGOMERY	BURIAL ALLOWANCE, VETERAN - L. MONT	101-681-930.960	300.00
38064	05/01/2012	AFLAC #3010105	ACCT ODSM3	704-000-231.281	906.18
38065	05/01/2012	BAGLEY TOWNSHIP	2011 SETTLEMENT	516-000-026.000-TAX2011000	206.75
38066	05/01/2012	CENTURY LINK	ACCT 300451601 ELMIRA TWP FD	261-427-930.210	102.93
38067	05/01/2012	CHAD DUTCHER	PER DIEM, TRAVEL	208-752-703.040	40.00
38067	05/01/2012	CHAD DUTCHER	PER DIEM, TRAVEL	208-752-930.500	5.00
					----- 45.00

38068	05/01/2012 CHARLES BERLIN	4/19/2012 PER DIEM/TRAVEL REIMB., HO 233-690-703.040	40.00
38068	05/01/2012 CHARLES BERLIN	4/19/2012 PER DIEM/TRAVEL REIMB., HO 233-690-930.500	2.85
			<u>42.85</u>
38069	05/01/2012 CHARLES TITUS	REFUND OF PRE PAID 100-000-004-001-00 516-000-026.003	662.08
38070	05/01/2012 CHARLTON TOWNSHIP	2011 SETTLEMENT 516-000-026.000-TAX2011000	6,980.62
38071	05/01/2012 CHARLTON TOWNSHIP	2011 SETTLEMENT 516-000-026.000-TAX2011000	6,978.27
38072	05/01/2012 CHESTER TOWNSHIP TREASURER	2011 SETTLEMENT 516-000-026.000-TAX2011000	6,212.46
38073	05/01/2012 CINTAS CORP LOC 729	CARPET CLEANING 281-537-920.410	24.91
38074	05/01/2012 CITY OF GAYLORD	315 CENTER 208-752-920.200	52.61
38074	05/01/2012 CITY OF GAYLORD	WATER BILL 281-537-920.200	19.81
38074	05/01/2012 CITY OF GAYLORD	001254-0000-02 MARCH 588-699-920.200	78.74
38074	05/01/2012 CITY OF GAYLORD	200 LIVINGSTON B 637-265-920.200-ALPCT00000	641.24
38074	05/01/2012 CITY OF GAYLORD	225 W MAIN ST 637-265-920.200-CRTHS00000	588.09
38074	05/01/2012 CITY OF GAYLORD	540 S ILLINOIS 637-265-920.200-LNDUS00000	32.66
38074	05/01/2012 CITY OF GAYLORD	1066 CROSS ST 637-265-920.200-SILLI00000	71.60
			<u>1,484.75</u>
38075	05/01/2012 CITY OF GAYLORD	2011 SETTLEMENT 516-000-026.000-TAX2011000	204,861.27
38076	05/01/2012 CITY OF GAYLORD	2011 SETTLEMENT 516-000-026.000-TAX2011000	2,248.69

38077	05/01/2012 CITY OF GAYLORD	2011 SETTLEMENT	516-000-026.000-TAX2011000	19,021.20
38078	05/01/2012 CLASSIC PLUMBING	401 REPAIR HOLE IN WALL ON COURT	208-752-726.050	175.00
38079	05/01/2012 CONSUMERS ENERGY	206252743463 CENTER ELECTRIC BILL	208-752-930.620	580.70
38079	05/01/2012 CONSUMERS ENERGY	1073 VAN TYLE RD 100000068690	281-537-930.620	1,888.46
38079	05/01/2012 CONSUMERS ENERGY	100006936593	637-265-930.620-ALPCT00000	5,013.36
38079	05/01/2012 CONSUMERS ENERGY	100000163053	637-265-930.620-CRTHS00000	3,090.44
38079	05/01/2012 CONSUMERS ENERGY	100054288418	637-265-930.620-HAYESRD000	288.13
38079	05/01/2012 CONSUMERS ENERGY	100006857880	637-265-930.620-LNDUS00000	319.08
				<u>11,180.17</u>
38080	05/01/2012 COOR INTERMEDIATE SCHOOL	2011 SETTLEMENT	516-000-026.000-TAX2011000	423.79
38081	05/01/2012 COP-ISD	2011 SETTLEMENT	516-000-026.000-TAX2011000	152,383.48
38082	05/01/2012 COP-ISD	2012-1 CHARGEBACKS COPI PORTION	516-000-026.020	85.42
38083	05/01/2012 CORWITH TOWNSHIP	2011 SETTLEMENT	516-000-026.000-TAX2011000	5,782.95
38084	05/01/2012 CORWITH TWP TREAS	2011 SETTLEMENT	516-000-026.000-TAX2011000	7,334.21
38085	05/01/2012 CRAWFORD AUSABLE SCHOOLS	2011 SETTLEMENT	516-000-026.000-TAX2011000	6,920.04

38086	05/01/2012 DE LAGE LANDEN PUBLIC FINANCE ACCT 247393		101-267-920.410	139.41
38086	05/01/2012 DE LAGE LANDEN PUBLIC FINANCE ACCT 247393		101-301-920.410	139.41
38086	05/01/2012 DE LAGE LANDEN PUBLIC FINANCE ACCT 247393		101-864-920.410	867.39
				<u>1,146.21</u>
38087	05/01/2012 DELTA DENTAL OF MICHIGAN	RIS0000173260 MAY 2012	647-851-704.110	6,919.14
38088	05/01/2012 DONALD P COUSINEAU, DO	ACCOUNTS 16939 &12467, PHYSICIAN ME 293-689-930.999		604.58
38089	05/01/2012 DONALD PETERSON	4/19/12 PER DIEM/TRAVEL REIMB., VETEF 101-682-703.040		40.00
38089	05/01/2012 DONALD PETERSON	4/19/12 PER DIEM/TRAVEL REIMB., VETEF 101-682-930.500		13.50
				<u>53.50</u>
38090	05/01/2012 DOVER TOWNSHIP TREASURER	2012-1 CHARGEBACKS TOWNSHIP PORTIC 516-000-026.020		380.83
38091	05/01/2012 ELMIRA TWP TREASUER	2011 SETTLEMENT	516-000-026.000-TAX2011000	3,740.17
38092	05/01/2012 ELMIRA WARNER FIRE AUTHORITY 2011 SETTLEMENT		516-000-026.000-TAX2011000	3,327.01
38093	05/01/2012 FEDEX GROUND PACKAGE SYSTEM CHARGEBACK 2009-2011 102-750-000-031		516-000-026.020-CB06000000	32,752.76
38094	05/01/2012 FRELA HARDACRE	RESTITUTION	701-000-271.000	60.00
38095	05/01/2012 FRONTIER	CENTER PHONE BILL	208-752-930.210	46.37

38096	05/01/2012	GAYLORD COMMUNITY SCHOOLS	2012-1 CHARGEBACK SCHOOL PORTION	516-000-026.020	3,789.13
38097	05/01/2012	GAYLORD COMMUNITY SCHOOLS	2011 SETTLEMENT	516-000-026.000-TAX2011000	905,912.65
38098	05/01/2012	GBS INC	VITAL RECORD ENVELOPES	101-215-726.000	374.43
38099	05/01/2012	GORDON BURNASKA	RESTITUTION	701-000-271.000	106.27
38100	05/01/2012	HAYES TOWNSHIP TREASURER	2011 SETTLEMENT	516-000-026.000-TAX2011000	10,813.60
38101	05/01/2012	HICKERSON FLOOR & TILE HOUSE	ALPINE CENTER	499-901-970.300-ALPCTR_CRP	8,700.00
38101	05/01/2012	HICKERSON FLOOR & TILE HOUSE	ALPINE CENTER WATER DAMAGE	499-901-970.300-ALPCTR_WTR	2,671.60
					<u>11,371.60</u>
38102	05/01/2012	INTERNAL REVENUE SERVICE	941 PAYMENT	704-000-229.001	59.83
38103	05/01/2012	JOHANNESBURG/LEWISTON SCHO	2011 SETTLEMENT	516-000-026.000-TAX2011000	206,515.67
38104	05/01/2012	JOHN LAFAVE	4/19/12 PER DIEM/TRAVEL REIMB., HOUS	233-690-703.040	40.00
38104	05/01/2012	JOHN LAFAVE	4/19/12 PER DIEM/TRAVEL REIMB., HOUS	233-690-930.500	6.00
					<u>46.00</u>
38105	05/01/2012	JOSEPH WAMBOLD	4/19/12 PER DIEM, HOUSING MEETING	233-690-703.040	40.00

38106	05/01/2012	KENNETH GLASSER	4/19/12 HOUSING MEETING PER DIEM AN 233-690-703.040	40.00
38106	05/01/2012	KENNETH GLASSER	4/19/12 HOUSING MEETING PER DIEM AN 233-690-930.500	6.00
				----- 46.00
38107	05/01/2012	KIRTLAND COMMUNITY COLLEGE	MTEC 2011 DELQ SETTLEMENT 214-806-940.010	56,090.03
38108	05/01/2012	KIRTLAND COMMUNITY COLLEGE	2011 SETTLEMENT 516-000-026.000-TAX2011000	983.25
38109	05/01/2012	KOHL'S CORPORATE LOSS PREVENT	REST PMT BY ASHLEY TOWNE 11-24674-SI 701-000-271.130	13.75
38110	05/01/2012	KSS ENTERPRISES	226313 PAPER TOWEL, SOAP, TOILET PAPER 208-752-726.025	2,148.36
38111	05/01/2012	LIVINGSTON TOWNSHIP TREAS	2011 SETTLEMENT 516-000-026.000-TAX2011000	7,712.54
38112	05/01/2012	LOU KINLOCH	CAMPING REFUND 208-440-652.050	140.00
38113	05/01/2012	MACAO-MI ASSOC OF COUNTIES	JOHN BURT 645-172-704.400	75.00
38114	05/01/2012	MATTHEW & MARY KOBLISKA	2ND QTR CHRGBK 023-180-002-023-00 516-000-026.020-CB06000000	772.04
38115	05/01/2012	MICHAEL BERNADYN	REST PMT BY GREGORY SNOWDEN 11-25C 701-000-271.130	251.90

38116	05/01/2012	MICHIGAN ASSOC OF PLANNING	INV#901305/DUES FOR J.FERRIGAN&R.STI	101-721-930.600	120.00
38117	05/01/2012	MICHIGAN STATE UNIVERSITY	2009 MI ENERGY CODE TRAINING/5-18-12	249-371-704.400	750.00
38118	05/01/2012	MISTER TS GLASS	REPLACE DRIVERS WINDOW ON TRUCK	208-752-726.050	173.70
38119	05/01/2012	NORTH CENTRAL PRODUCTION, IN RESTITUTION		701-000-271.000	71.87
38120	05/01/2012	NORTHERN MICHIGAN CHIROPRACT ACCT #	VETERAN CHIROPRACTIC SERVICE	293-689-930.999	155.00
38121	05/01/2012	NORTHWESTERN BANK-CARDMEN ..7318		101-101-704.400	511.27
38121	05/01/2012	NORTHWESTERN BANK-CARDMEN ..7318		101-101-726.000	7.99
38121	05/01/2012	NORTHWESTERN BANK-CARDMEN ..7318		101-133-726.000	120.00
38121	05/01/2012	NORTHWESTERN BANK-CARDMEN ..7318		101-267-801.020	10.00
38121	05/01/2012	NORTHWESTERN BANK-CARDMEN ..7318		208-752-726.050	239.98
38121	05/01/2012	NORTHWESTERN BANK-CARDMEN ..7318		209-901-970.300	127.18
38121	05/01/2012	NORTHWESTERN BANK-CARDMEN ..7318		212-430-930.500	131.98
38121	05/01/2012	NORTHWESTERN BANK-CARDMEN ..7318		495-901-970.300	575.00
38121	05/01/2012	NORTHWESTERN BANK-CARDMEN ..7318		588-699-726.025	359.10
38121	05/01/2012	NORTHWESTERN BANK-CARDMEN ..7318		645-172-704.400	209.05
38121	05/01/2012	NORTHWESTERN BANK-CARDMEN ..7318		645-172-920.400	29.95
38121	05/01/2012	NORTHWESTERN BANK-CARDMEN ..7318		645-201-704.400	199.00
38121	05/01/2012	NORTHWESTERN BANK-CARDMEN ..7318		645-201-930.450	10.85
					-----
					2,531.35
38122	05/01/2012	NORTHWESTERN BANK-CARDMEN SUPPLIES		101-131-970.450	695.00
38122	05/01/2012	NORTHWESTERN BANK-CARDMEN SUPPLIES		101-253-726.000	29.03
38122	05/01/2012	NORTHWESTERN BANK-CARDMEN SUPPLIES		516-253-726.000	29.03
					-----

				753.06	
38123	05/01/2012	OFFICE DEPOT INC	TONER / COLORED PRINTER	617-253-726.000	314.18
38124	05/01/2012	OFFICE DEPOT INC	TONER LEXMARK T642	101-253-726.000	96.29
38124	05/01/2012	OFFICE DEPOT INC	TONER LEXMARK T642	516-253-726.000	96.29
38124	05/01/2012	OFFICE DEPOT INC	TONER LEXMARK T642	616-253-726.000	96.28
38124	05/01/2012	OFFICE DEPOT INC	TONER LEXMARK T642	617-253-726.000	96.28
				-----	385.14
38125	05/01/2012	OTSEGO COUNTY TREAS	1200001971 WORK CAMP MARCH 2012	208-752-940.010	120.00
38126	05/01/2012	OTSEGO LAKE TWP TREAS	2011 SETTLEMENT	516-000-026.000-TAX2011000	39,164.31
38127	05/01/2012	OTSEGO MEMORIAL HOSPITAL	ACCTS V00101350049, V00101388106, 15	293-689-930.999	212.89
38128	05/01/2012	PETE AWREY	PER DIEM	208-752-703.040	80.00
38129	05/01/2012	RANDY STULTS	PER DIEM, TRAVEL	208-752-703.040	40.00
38129	05/01/2012	RANDY STULTS	PER DIEM, TRAVEL	208-752-930.500	10.00
				-----	50.00
38130	05/01/2012	RODNEY REININGER	RESTITUTION	701-000-271.000	40.00
38131	05/01/2012	SAVE A LOT	JELLY BEANS FOR PLAYGROUP	208-752-726.000	4.00

38132	05/01/2012	SCOTT COURTERIER	PER DIEM, TRAVEL	208-752-703.040	40.00
38132	05/01/2012	SCOTT COURTERIER	PER DIEM, TRAVEL	208-752-930.500	8.00
					<u>48.00</u>
38133	05/01/2012	SCOTT T. BEATTY	APRIL 2012 FOC REFEREE FEES	101-141-940.010	1,275.00
38133	05/01/2012	SCOTT T. BEATTY	APRIL 2012 FOC REFEREE FEES	215-141-940.010	225.00
					<u>1,500.00</u>
38134	05/01/2012	SERVPRO	ALPINE CENTER	499-901-970.300-ALPCTR_WTR	1,000.00
38135	05/01/2012	SHERRY FORBES	MAY 2012 COURT CLEANING FEES	101-131-726.025	150.00
38135	05/01/2012	SHERRY FORBES	MAY 2012 FOC CLEANING FEES	101-141-726.025	127.50
38135	05/01/2012	SHERRY FORBES	MAY 2012 FOC CLEANING FEES	215-141-726.025	22.50
					<u>300.00</u>
38136	05/01/2012	SMALL ENGINE SERVICE	REPAIRS TO TRACTOR	208-752-726.050	320.38
38137	05/01/2012	SPORT SUPPLY GROUP - YOUTH DI 94603274	ULTIMATE REBOUNDER	208-752-726.040	327.58
38138	05/01/2012	STAPLES BUSINESS ADVANTAGE	DET 1046110	101-000-106.000	211.26
38139	05/01/2012	STEVE RIOZZI	4/19/2012 PER DIEM, HOUSING MEETING	233-690-703.040	40.00
38140	05/01/2012	VANDERBILT SCHOOLS	2012-1 CHARGEBACK SCHOOL PORTION	516-000-026.020	70.09

38141	05/01/2012 VANDERBILT SCHOOLS	2011 SETTLEMENT	516-000-026.000-TAX2011000	95,739.32
38142	05/01/2012 VILLAGE OF VANDERBILT TREASUR	2011 SETTLEMENT	516-000-026.000-TAX2011000	10,011.17
38143	05/01/2012 WILLIAM AHRENBERG	4/19/2012 PER DIEM/TRAVEL REIMB., VET 101-682-703.040		40.00
38143	05/01/2012 WILLIAM AHRENBERG	4/19/2012 PER DIEM/TRAVEL REIMB., VET 101-682-930.500		4.00
				<u>44.00</u>
38144	05/01/2012 WILLIAM HOLEWINSKI	PER DIEM, TRAVEL	208-752-703.040	40.00
38144	05/01/2012 WILLIAM HOLEWINSKI	PER DIEM, TRAVEL	208-752-930.500	3.00
				<u>43.00</u>
		TOTAL OF 86 CHECKS (2 VOIDED)		1,862,918.84

Fund	Amount
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Total for fund 101 GENERAL FUND	5,271.48
Total for fund 208 PARKS AND RECREATIO	4,594.68
Total for fund 209 GROEN NATURE PRESEI	127.18
Total for fund 212 ANIMAL CONTROL	131.98
Total for fund 214 M TEC	56,090.03
Total for fund 215 FRIEND OF THE COURT	247.50
Total for fund 233 HUD GRANT FUND	214.85
Total for fund 249 BUILDING INSPECTION I	750.00
Total for fund 261 911 SERVICE FUND	102.93
Total for fund 281 AIRPORT	1,933.18
Total for fund 293 SOLDIERS' RELIEF FUND	972.47
Total for fund 495 GROEN NATURE PRESEI	8,265.50

Total for fund 499 CAPITAL PROJECTS FUN	16,496.60
Total for fund 516 DELINQUENT TAX REVC	1,741,911.09
Total for fund 588 TRANSPORTATION FUN	437.84
Total for fund 616 HOMESTEAD AUDIT FUI	96.28
Total for fund 617 TAX FORECLOSURE FUN	410.46
Total for fund 637 BUILDING AND GROUN	10,044.60
Total for fund 645 ADMINISTRATIVE SERVI	523.85
Total for fund 647 HEALTH CARE FUND	12,786.54
Total for fund 701 GENERAL AGENCY	543.79
Total for fund 704 PAYROLL IMPREST FUN	966.01
TOTAL - ALL FUNDS	1,862,918.84

05/03/2012

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO  
MAY 8, 2012 WARRANT

Check #	Check Date	Payee	Description	GL #	Amount
1143(E)	05/08/2012	MUNICIPAL EMPLOYEES RETIREMENT	APRIL 2012 COURT MERS	704-000-231.700	51,774.86
38145	05/08/2012	87TH-A DISTRICT COURT BOND ACCT	BOND ON APPEAL 12-407832-SI-3 D.	101-136-694.020	120.00
38146	05/08/2012	ABEL M CRUZ	APRIL 2012 DRUG COURT PHONE	101-131-930.210	30.00
38147	05/08/2012	ADVANCE AUTO PARTS	3394; 2752 SOIL CONSV.	588-699-726.050	725.35
38148	05/08/2012	AIRGAS GREAT LAKES	CYL FILL RENT	281-537-920.400	48.60
38149	05/08/2012	ALCHEMY MIND, LLC	JAIL AND CAMP PROGRAMS #12042	101-351-801.020	200.00
38149	05/08/2012	ALCHEMY MIND, LLC	JAIL AND CAMP PROGRAMS #12042	205-301-801.020	500.00
38149	05/08/2012	ALCHEMY MIND, LLC	JAIL AND CAMP PROGRAMS #12042	264-362-801.020	200.00
38149	05/08/2012	ALCHEMY MIND, LLC	JAIL AND CAMP PROGRAMS #12042	595-351-801.020	100.00
					1,000.00
38150	05/08/2012	ALL WEATHER INSURANCE, INC	2012 WEATHER INSURANCE GAYLOF	282-537-930.100	2,900.00
38151	05/08/2012	ALPINE ELECTRIC CORP	W10051 INSIDE LIGHTS	588-699-726.025	320.91

38152	05/08/2012	ALPINE WEB	LOGO REVAMP FOR ADVERTISING	281-537-930.300	108.00
38153	05/08/2012	AMERICAN FIDELITY ASSURANCE COM MAY 2012 FLEX SPENDING		704-000-231.285	484.16
38154	05/08/2012	AMERICAN FIDELITY ASSURANCE COM MAY 2012 PARKER/ELLISON		704-000-231.285	57.40
38155	05/08/2012	ANDY'S HEATING & AIR CONDITIONING 2005 BLOWER & FAN GARAGE		588-699-726.025	344.57
38156	05/08/2012	ANTHONY P. ESSON ARCHITECT	100% COMPLETE A/C	413-901-970.300	300.00
38157	05/08/2012	AVFUEL CORPORATION	FUEL	281-537-930.664	10,000.00
38158	05/08/2012	BOB MITCHELL & ASSOCIATES	SURVEY	637-265-940.010	800.00
38159	05/08/2012	BRADLEY J. BUTCHER	REST PMT BY CONNIE JOSEPH 05-16	701-000-271.130	100.00
38160	05/08/2012	BRENDAN CURRAN	BUSINESS CARDS = 500	101-267-726.000	31.67
38161	05/08/2012	BROWNWOOD COMPANY	SPARK ONE 100 BAGS	208-752-726.000	300.00
38162	05/08/2012	BRUCE TILLINGER	CONTRACTED PLUMBING/MECHANICAL	249-371-801.027	920.00

38163	05/08/2012	CHARTER COMMUNICATIONS	PHONE CABLE COMPUTER	281-537-930.620	219.92
38164	05/08/2012	CHOICE PUBLICATIONS	31275 PARK AD	208-752-930.300	500.00
38165	05/08/2012	CHRISTOPHER MARTIN	PROFESSIONAL SERVICES	101-648-801.020	65.00
38166	05/08/2012	CHUCKS ELECTRIC OF GAYLORD	ALPENFEST BUILDING	413-901-970.300	1,560.00
38167	05/08/2012	CLASSIC PLUMBING	409 TURN ON WATER AT PARK, STAI	208-752-726.050	255.00
38168	05/08/2012	CMP DISTRIBUTORS	INV# 31851 FIREARM FLASHLIGHTS/	101-301-726.000	199.00
38168	05/08/2012	CMP DISTRIBUTORS	INV# 31851 FIREARM FLASHLIGHTS/	101-301-726.046	319.90
38168	05/08/2012	CMP DISTRIBUTORS	INV# 32097 RED GUN TRAINING SER	101-302-704.400	27.05
38168	05/08/2012	CMP DISTRIBUTORS	INV# 32097 RED GUN TRAINING SER	101-320-704.400	54.10
38168	05/08/2012	CMP DISTRIBUTORS	INV# 31851 FIREARM FLASHLIGHTS/	101-334-726.000	108.50
38168	05/08/2012	CMP DISTRIBUTORS	INV# 31851 FIREARM FLASHLIGHTS/	101-334-726.046	159.95
38168	05/08/2012	CMP DISTRIBUTORS	INV# 32097 RED GUN TRAINING SER	264-362-704.400	90.15
					-----
					958.65
38169	05/08/2012	CONSUMERS ENERGY	IRONTONE ELECTRIC BILL 20447283:	208-752-930.620	17.20
38170	05/08/2012	CORNER STORE	REST PMT BY JESSICA LOVE 11-2508:	701-000-271.130	100.00
38171	05/08/2012	CORNWELL TOOLS	23573 SHOP TOOLS	588-699-726.050	789.90

38172	05/08/2012	CROSSROADS INDUSTRIES	SHREDDING SERVICES	101-149-726.000	45.00
38173	05/08/2012	CUMMINGS, MCCLOREY, DAVIS &	ACI FILE 36631	260-270-801.020	2,452.83
38174	05/08/2012	CUMMINS BRIDGEWAY	REST PMT BY HANS HEIM 07-19960-	701-000-271.130	100.00
38175	05/08/2012	DE LAGE LANDEN PUBLIC FINANCE	13480352 APRIL	588-699-940.010	142.93
38176	05/08/2012	DEANEEN MANKOWSKI	REST PMT BY WILLIAM MACDONALD	701-000-271.130	210.00
38177	05/08/2012	DEB COLLISON	REST PMT BY KEVIN MORROW 06-18	701-000-271.130	40.64
38178	05/08/2012	DEKETO	APRIL 2012 DOCUMENTS	101-215-920.410	903.00
38178	05/08/2012	DEKETO	APRIL 2012 DOCUMENTS	256-215-920.410	1,806.00
					<u>2,709.00</u>
38179	05/08/2012	DELTA DENTAL OF MICHIGAN	MI001160001 MAY 2012 COURT DEI	101-131-704.110	950.35
38179	05/08/2012	DELTA DENTAL OF MICHIGAN	MI001160001 MAY 2012 COURT DEI	101-136-704.110	82.50
38179	05/08/2012	DELTA DENTAL OF MICHIGAN	MI001160001 MAY 2012 COURT DEI	101-141-704.110	476.88
38179	05/08/2012	DELTA DENTAL OF MICHIGAN	MI001160001 MAY 2012 COURT DEI	101-148-704.110	99.01
38179	05/08/2012	DELTA DENTAL OF MICHIGAN	MI001160001 MAY 2012 COURT DEI	215-141-704.110	84.16
38179	05/08/2012	DELTA DENTAL OF MICHIGAN	MI001160001 MAY 2012 COURT DEI	292-662-704.110	166.19
38179	05/08/2012	DELTA DENTAL OF MICHIGAN	MI001160001 MAY 2012 COURT DEI	704-000-231.261	328.00
					<u>2,187.09</u>
38180	05/08/2012	DORY A. BARON	MAACS COUNSEL APPT - CHAD GARI	101-131-801.023	1,762.73

38181	05/08/2012	DR. DONALD COUSINEAU DO	209040 DOTRECERT	588-699-940.010	70.00
38182	05/08/2012	DUNHAM CORPORATE OFFICE	REST PMT BY LINDZEE SCHWARTZ 1	701-000-271.130	77.50
38183	05/08/2012	DUNNS	LEXMARK RIBBONS, TAPE, ERASERS,	101-131-726.000	429.69
38183	05/08/2012	DUNNS	PENS, CLASP ENVELOPES	101-141-726.000	16.39
38183	05/08/2012	DUNNS	INV#723226-0 SIX PK LETTER TRAYS	101-301-726.000	17.49
38183	05/08/2012	DUNNS	PENS, CLASP ENVELOPES	215-141-726.000	2.90
38183	05/08/2012	DUNNS	PAPER;TAPE;TRAY	256-215-726.000	75.38
38183	05/08/2012	DUNNS	PAPER, PRINTER INK, PRINTING	281-537-726.000	339.83
38183	05/08/2012	DUNNS	JUVENILE FILE FOLDERS	292-662-726.000	20.15
38183	05/08/2012	DUNNS	7255390 CLEANERS; INK, STORAGE	588-699-726.000	238.22
38183	05/08/2012	DUNNS	7255390 CLEANERS; INK, STORAGE	588-699-726.025	384.85
38183	05/08/2012	DUNNS	CUSTOMER 2115	637-265-726.050	600.00
					<u>2,124.90</u>
38184	05/08/2012	VOID	** VOIDED **		** VOIDED **
38185	05/08/2012	EMPIRIC SOLUTIONS INC	JUNE COMPASS MGMT FEE	101-131-801.020	1,147.00
38185	05/08/2012	EMPIRIC SOLUTIONS INC	APRIL IT SERVICES	101-131-940.010	124.67
38185	05/08/2012	EMPIRIC SOLUTIONS INC	APRIL IT SERVICES	101-228-801.020	990.67
38185	05/08/2012	EMPIRIC SOLUTIONS INC	JUNE COMPASS MGMT FEE	101-228-801.030	2,098.00
38185	05/08/2012	EMPIRIC SOLUTIONS INC	APRIL IT SERVICES	101-267-801.020	25.00
38185	05/08/2012	EMPIRIC SOLUTIONS INC	APRIL IT SERVICES	256-215-801.020	8.00
38185	05/08/2012	EMPIRIC SOLUTIONS INC	APRIL IT SERVICES	413-901-970.200	41.50
					<u>4,434.84</u>

38186	05/08/2012	EREMAL L. REPP	CONTRACTED ELECTRICAL INSPECTO 249-371-801.026		1,500.00
38187	05/08/2012	ESPAR OF MICHIGAN INC	00017677 BUS #3	588-699-726.050	15.78
38188	05/08/2012	FAMILY DOLLAR	REST PMT BY KATHERINE BLACK 10-; 701-000-271.130		50.00
38189	05/08/2012	FOX 32	AIRSHOW ADVERTISING TV FOX 32	282-537-930.300	500.00
38190	05/08/2012	FRONTIER	MULTIPLE INVOICES	261-427-930.210	500.87
38190	05/08/2012	FRONTIER	122887-5	637-265-930.210	743.54
					<u>1,244.41</u>
38191	05/08/2012	FRONTIER	989-732-5130-052208-5 MAR 2012	101-131-930.210	59.86
38192	05/08/2012	GASLIGHT MEDIA	CONTECTIVITY FOR MAY 2012	212-430-920.410	400.00
38192	05/08/2012	GASLIGHT MEDIA	PORT FEE	281-537-920.410	16.00
38192	05/08/2012	GASLIGHT MEDIA	39368 MAY	588-699-940.010	59.95
					<u>475.95</u>
38193	05/08/2012	GAYLORD ARFF, INC	CALL OUT FEE 4/6/12 - 4/7/12	281-537-940.010	125.00
38194	05/08/2012	GAYLORD CITY TREASURER	211D APRIL 2012 MONTH END	701-000-221.000	372.90
38195	05/08/2012	GAYLORD FORD	INV#57760 (\$39.95) & INV#58124 (\$ 101-301-726.050		94.90

38196	05/08/2012	GAYLORD SPECIALTY SHOP	04/27/2012 SHOP & PLAY GAYLOR 588-699-930.300	50.00
38197	05/08/2012	GIL-ROYS HARDWARE	INV 1205-611278 101-351-726.000	32.47
38197	05/08/2012	GIL-ROYS HARDWARE	WORK CAMP TOOLS RAKES/WHEELE 205-301-726.050	188.69
				<u>221.16</u>
38198	05/08/2012	GORDON FOOD SERVICES	788129024 THRU 788130225 WITH 101-351-726.000	187.89
38198	05/08/2012	GORDON FOOD SERVICES	788129024 THRU 788130225 WITH 101-351-726.030	140.53
38198	05/08/2012	GORDON FOOD SERVICES	788129024 THRU 788130225 WITH 101-351-930.700	3,758.95
				<u>4,087.37</u>
38199	05/08/2012	HEIGHTS MACHINERY	HYDROLIC MOTOR SEAL KIT FOR SNC 281-537-920.400	86.76
38200	05/08/2012	HERITAGE BROADCASTING COMPANY	AIR SHOW TV ADVERTISING ON TV 9 282-537-930.300	1,700.00
38201	05/08/2012	HOLIDAY	REST PMT BY STEVEN BOSTICK 09-21 701-000-271.130	171.50
38202	05/08/2012	HOME DEPOT CREDIT SERVICES	SUPPLIES 212-430-726.050	739.82
38203	05/08/2012	HYPER ACTIVE DESIGN	BEAR SHIRTS 208-752-726.000	224.00
38204	05/08/2012	IMAGE FACTORY INC	BUSINESS CARDS - JULIE CHUDZINSK 101-131-726.000	1,327.50
38205	05/08/2012	IMPREST CASH, OTSEGO COUNTY SHE	APRIL 2012 IMPREST CASH REIMBUF 101-301-726.000	31.49

38205	05/08/2012	IMPREST CASH, OTSEGO COUNTY SHEI	APRIL 2012 IMPREST CASH REIMBUF	101-301-930.450	1.10
38205	05/08/2012	IMPREST CASH, OTSEGO COUNTY SHEI	APRIL 2012 IMPREST CASH REIMBUF	101-301-930.500	18.00
38205	05/08/2012	IMPREST CASH, OTSEGO COUNTY SHEI	APRIL 2012 IMPREST CASH REIMBUF	101-320-704.400	46.00
38205	05/08/2012	IMPREST CASH, OTSEGO COUNTY SHEI	APRIL 2012 IMPREST CASH REIMBUF	264-362-704.400	6.00
38205	05/08/2012	IMPREST CASH, OTSEGO COUNTY SHEI	APRIL 2012 IMPREST CASH REIMBUF	595-351-726.000	6.00
					<u>108.59</u>
38206	05/08/2012	INTERSTATE BATTERIES	INV #21084595 BATTERIES	261-427-726.000	2,638.16
38207	05/08/2012	JAMES F. PAGELS	CD COPY FEE REFUND 11-014200-DC	101-131-676.040	20.00
38208	05/08/2012	JIM WERNIG INC	30960 STOCK; 30978 SHOP	588-699-726.050	140.73
38208	05/08/2012	JIM WERNIG INC	CVCS63073 BUS #27	588-699-920.400	132.00
					<u>272.73</u>
38209	05/08/2012	JOHN DENISON	REST PMT BY JAMES BAILEY 08-2155	701-000-271.130	19.60
38210	05/08/2012	JOHN G ERNST	HANGAR EVALUATION	499-901-970.300-AIRPORT_	2,200.00
38211	05/08/2012	JOHN W. UJLAKY	MAACS COUNSEL APPT - ANTHONY I	101-131-801.023	1,252.55
38212	05/08/2012	JOHNSON OIL COMPANY	AIRPORT TRUCKS RUNNING FUEL	281-537-930.662	2,818.00
38213	05/08/2012	JUDICIAL MANAGEMENT SYSTEMS INC	LINK TO NEW FOC HANDBOOK TO W	101-131-940.111	120.00
38213	05/08/2012	JUDICIAL MANAGEMENT SYSTEMS INC	MODIFY BUDGET PROCESS LANGUA	101-131-970.450	25.00
					<u>145.00</u>

38214	05/08/2012	KELLY PELACH	LADIES VB REF	208-752-940.010-WM_VBAI	450.00
38215	05/08/2012	KENDRA SEWELL	REFUND FOR TREATMENT OF CAT IN 212-430-930.471		222.16
38216	05/08/2012	KENMAR COMPANY	FILE JACKETS 4/18/12	101-351-726.000	84.00
38217	05/08/2012	KMART	REC# 18075 DUCT TAPE/BULLETIN B 101-301-726.000		10.99
38217	05/08/2012	KMART	REC# 18075 DUCT TAPE/BULLETIN B 101-351-726.000		3.29
					----- 14.28
38218	05/08/2012	KOHL'S CORPORATE LOSS PREVENTION REST PMT BY NICOLE MAPES 12-252 701-000-271.130			14.64
38219	05/08/2012	LAVERN W. SCHLAUD	CONTRACTED BUILDING/ZONING IN: 249-371-801.024		1,590.00
38220	05/08/2012	LISA VANLIERE	APRIL 2012 MAGISTRATE PHONE	101-131-930.210	30.00
38221	05/08/2012	MAC TOOLS	66555; 66698 SHOP TOOLS	588-699-726.050	223.57
38222	05/08/2012	MARCY L. SMITH	TRANSCRIPT PEOPLE V JASON RYAN	101-131-801.030	128.50
38223	05/08/2012	MARY JANE DECAMP	REST PMT BY MISTI MACFARLANE 1: 701-000-271.130		15.00

38224	05/08/2012	MAURERS TEXTILE RENTAL	FOC MATS	101-141-726.000	16.12
38224	05/08/2012	MAURERS TEXTILE RENTAL	FOC MATS	215-141-726.000	2.85
					<u>18.97</u>
38225	05/08/2012	MEGA POWER SPORTS LLC	REST PMT BY MICHAEL SZOCINSKI 1:	701-000-271.130	455.69
38226	05/08/2012	MEYER ACE	6521	208-752-726.000	275.66
38226	05/08/2012	MEYER ACE	012108 SHOP	588-699-726.050	13.38
					<u>289.04</u>
38227	05/08/2012	MI COUNTIES WORKERS COMPENSATI	INV 8919 MEMBER 736 2011 FINAL	704-000-231.270	83.00
38228	05/08/2012	MICHELLE FRAKES	PROFESSIONAL SERVICES	101-648-801.020	715.00
38228	05/08/2012	MICHELLE FRAKES	PROFESSIONAL SERVICES	101-648-930.460	53.00
					<u>768.00</u>
38229	05/08/2012	MICHIGAN ASSOC. OF CERTIFIED PUBL	RACHEL FRISCH	645-201-704.400	245.00
38230	05/08/2012	MICHIGAN STATE POLICE BFS-CASHIEF	LIVESCAN FINGERPRINT FEE'S #551-	701-000-228.017	45.25
38231	05/08/2012	MICHIGAN STATE UNIVERSITY EXTENS	1ST QTE 2012	101-261-940.010	19,124.50
38232	05/08/2012	MICHIGAN SUPREME COURT FINANCE	FOC MODEL HANDBOOKS	101-141-726.000	55.26
38232	05/08/2012	MICHIGAN SUPREME COURT FINANCE	FOC MODEL HANDBOOKS	215-141-726.000	9.76
					<u>65.02</u>

38233	05/08/2012	MID NORTH PRINTING INC	JURY QUESTIONNAIRE ENVELOPES	101-145-726.000	677.00
38233	05/08/2012	MID NORTH PRINTING INC	81488 CAMPER PERMIT BOOKS	208-752-726.000	439.80
					<u>1,116.80</u>
38234	05/08/2012	MUFFLER MAN OF MICHIGAN	15524 SHERIFF #006	588-699-920.400	30.00
38235	05/08/2012	NAEMD	EMD RECERT - SPILLANE 1055165	261-427-704.400	50.00
38236	05/08/2012	NORTHERN IMAGING ASSOC PC	REST PMT BY JEFFERY OSWALD 11-2	701-000-271.130	38.05
38237	05/08/2012	NORTHERN MICHIGAN HOSPITAL	PROFESSIONAL SERVICES	101-648-930.920	888.54
38238	05/08/2012	NORTHERN PATHOLOGY ASSOCIATES	CPT 88036	101-648-930.920	925.00
38239	05/08/2012	NORTHERN TECH SUPPLY	NT12818 SHOP	588-699-726.050	195.88
38240	05/08/2012	ODS THE DOOR SPECIALIST	10666 DOOR #3	588-699-940.010	205.00
38241	05/08/2012	OSCODA REGION II ACCOUNTING	ADVANCE OF SSI	101-961-999.000	385.60
38242	05/08/2012	OTSEGO CONSERVATION DISTRICT	EDUCATION	226-528-940.010-EDUC000C	5,500.00
38243	05/08/2012	OTSEGO COUNTY	04212012-02 CPR CLASS (12) @\$45	588-699-704.400	540.00

38244	05/08/2012	OTSEGO COUNTY BUS SYSTEM	BUS TOKENS - INCENTIVE	101-133-930.500	60.00
38244	05/08/2012	OTSEGO COUNTY BUS SYSTEM	INV# 563 (\$477.78) INV# 564 (\$115.10)	101-301-726.050	757.37
38244	05/08/2012	OTSEGO COUNTY BUS SYSTEM	GMC SIERRA REPLACE BATTERY/CHE	281-537-920.400	557.32
					<u>1,374.69</u>
38245	05/08/2012	OTSEGO COUNTY EMS	ACCT# 48590 LIND MAVES -	11-2411701-000-271.130	38.05
38246	05/08/2012	OTSEGO COUNTY TREAS	REPLACE JURY FEES	101-145-930.930	810.30
38246	05/08/2012	OTSEGO COUNTY TREAS	WORK CAMP FOR MARCH 2012	INV# 212-430-920.410	180.00
					<u>990.30</u>
38247	05/08/2012	OTSEGO MEMORIAL HOSPITAL	PROFESSIONAL SERVICES	101-648-930.920	178.00
38247	05/08/2012	OTSEGO MEMORIAL HOSPITAL	ACCT #V00100466531 LIND MAVES -	701-000-271.130	38.05
					<u>216.05</u>
38248	05/08/2012	PAXTON RESOURCES	REST PMT BY JON THOMPSON	05-17701-000-271.130	118.50
38249	05/08/2012	PENGUIN COMMUNICATIONS	INV #13258 EDISPATCHES	261-427-940.010	35.00
38250	05/08/2012	QUILL CORPORATION	TONER CARTRIDGE	101-131-726.000	71.49
38251	05/08/2012	RADIO SHACK	JAIL CONTROL PANEL BUTTON #100	101-351-726.000	9.98
38252	05/08/2012	RELIABLE OFFICE SUPPLIES	TONER CARTRIDGE	101-131-726.000	87.47

38253	05/08/2012	ROB LINSTRUM	PROFESSIONAL SERVICES	101-648-801.020	467.50
38253	05/08/2012	ROB LINSTRUM	PROFESSIONAL SERVICES	101-648-930.460	22.00
					<u>489.50</u>
38254	05/08/2012	RONALD KORONKA	GRAVEL	495-901-970.300	3,337.50
38255	05/08/2012	ROTARY CLUB OF GAYLORD, MI	MEMBERSHIP	645-172-930.600	146.00
38256	05/08/2012	SCOTT PEMBERTON	REST PMT BY DANIEL HART 10-2359	701-000-271.130	281.75
38257	05/08/2012	SHRED-IT GRAND RAPIDS	4-12-12 COURT FILE DESTRUCTION	101-131-920.400	889.95
38257	05/08/2012	SHRED-IT GRAND RAPIDS	4-12-12 FOC FILE DESTRUCTION	101-141-920.400	246.87
38257	05/08/2012	SHRED-IT GRAND RAPIDS	4-12-12 FOC FILE DESTRUCTION	215-141-920.400	43.57
					<u>1,180.39</u>
38258	05/08/2012	SPARTAN STORES LLC	SPECIAL DIET GROCERY	101-351-930.700	168.22
38259	05/08/2012	SRW, INC	REST PMT BY JON THOMPSON 05-17	701-000-271.130	25.50
38260	05/08/2012	STAPLES BUSINESS ADVANTAGE	DET 1046110	101-000-106.000	173.90
38260	05/08/2012	STAPLES BUSINESS ADVANTAGE	FAX CARTRIDGES	101-131-726.000	94.92
38260	05/08/2012	STAPLES BUSINESS ADVANTAGE	DET 1046110	645-172-726.000	37.29
					<u>306.11</u>

38261	05/08/2012	STATE OF MICHIGAN	AWOS	281-537-920.410	126.00
38262	05/08/2012	STATE OF MICHIGAN	211D APRIL 2012 MONTH END	701-000-228.020	5,948.35
38262	05/08/2012	STATE OF MICHIGAN	211D APRIL 2012 MONTH END	701-000-228.030	180.00
38262	05/08/2012	STATE OF MICHIGAN	211D APRIL 2012 MONTH END	701-000-228.037	3,595.49
38262	05/08/2012	STATE OF MICHIGAN	211D APRIL 2012 MONTH END	701-000-228.042	110.00
38262	05/08/2012	STATE OF MICHIGAN	211D APRIL 2012 MONTH END	701-000-228.057	180.00
38262	05/08/2012	STATE OF MICHIGAN	211D APRIL 2012 MONTH END	701-000-228.058	3,381.00
38262	05/08/2012	STATE OF MICHIGAN	211D APRIL 2012 MONTH END	701-000-228.059	10,100.06
					<u>23,494.90</u>
38263	05/08/2012	STATE OF MICHIGAN	CIRCUIT & FAMILY COURT MONTH E	701-000-228.037	835.05
38263	05/08/2012	STATE OF MICHIGAN	CIRCUIT & FAMILY COURT MONTH E	701-000-228.042	250.00
38263	05/08/2012	STATE OF MICHIGAN	CIRCUIT & FAMILY COURT MONTH E	701-000-228.057	100.00
38263	05/08/2012	STATE OF MICHIGAN	CIRCUIT & FAMILY COURT MONTH E	701-000-228.058	833.00
38263	05/08/2012	STATE OF MICHIGAN	CIRCUIT & FAMILY COURT MONTH E	701-000-228.059	852.83
					<u>2,870.88</u>
38264	05/08/2012	STATE OF MICHIGAN	PROBATE APRIL 2012 MONTH END	701-000-228.006	1,218.00
38264	05/08/2012	STATE OF MICHIGAN	PROBATE APRIL 2012 MONTH END	701-000-228.042	280.00
38264	05/08/2012	STATE OF MICHIGAN	PROBATE APRIL 2012 MONTH END	701-000-228.058	1,345.00
38264	05/08/2012	STATE OF MICHIGAN	PROBATE APRIL 2012 MONTH END	701-000-228.059	14.00
					<u>2,857.00</u>
38265	05/08/2012	STATE OF MICHIGAN	MONTH END	701-000-228.005	2.00
38266	05/08/2012	STEVE DIEBEL	50 BUNDLES OF WOOD FOR PARK	208-752-726.000	162.50

38267	05/08/2012	STEVEN BEATY	REST PMT BY DEAN YOUNGS 11-248 701-000-271.130		316.00
38268	05/08/2012	SYSCO - GRAND RAPIDS	INV 204180252	101-351-726.030	58.29
38268	05/08/2012	SYSCO - GRAND RAPIDS	INV 204180252	101-351-930.700	605.63
					<u>663.92</u>
38269	05/08/2012	THERIAULT, REGINA	APRIL 2012 MAGISTRATE PHONE	101-131-930.210	30.00
38270	05/08/2012	THOMAS J PUDVAN	PROFESSIONAL SERVICES	101-648-801.020	520.00
38270	05/08/2012	THOMAS J PUDVAN	PROFESSIONAL SERVICES	101-648-930.210	40.00
38270	05/08/2012	THOMAS J PUDVAN	PROFESSIONAL SERVICES	101-648-930.460	24.00
					<u>584.00</u>
38271	05/08/2012	TIMOTHY MCPHERSON	APRIL COORDINATOR FEE'S \$518, RE 101-332-726.000		116.16
38271	05/08/2012	TIMOTHY MCPHERSON	APRIL COORDINATOR FEE'S \$518, RE 101-332-801.020		518.00
					<u>634.16</u>
38272	05/08/2012	TRACEY CRUZ	APRIL 2012 MAGISTRATE PHONE	101-131-930.210	30.00
38273	05/08/2012	U.S POSTAL SERVICE	POSTAGE REFILL	101-000-103.000	1,000.00
38274	05/08/2012	VERIZON	483106843-00001	101-301-930.230	59.57
38274	05/08/2012	VERIZON	483106843-00001	101-351-930.230	59.57
38274	05/08/2012	VERIZON	483106843-00001	101-721-930.230	16.64
38274	05/08/2012	VERIZON	483106843-00001	205-301-930.210	119.14
38274	05/08/2012	VERIZON	483106843-00001	208-752-930.230	249.13
38274	05/08/2012	VERIZON	483106843-00001	212-430-930.230	51.51

38274	05/08/2012	VERIZON	483106843-00001	249-371-930.230	53.76
38274	05/08/2012	VERIZON	483106843-00001	261-427-930.230	96.11
38274	05/08/2012	VERIZON	483106843-00001	281-537-930.230	66.56
38274	05/08/2012	VERIZON	483106843-00001	645-172-930.230	61.23
					<u>833.22</u>
38275	05/08/2012	VITALCARE HOME MEDICAL EQUIPME	ACCT# 0028216 WHEELCHAIR REPLA	101-131-920.400	250.00
38276	05/08/2012	WAL-MART STORES ASSET PROTECTIO	REST PMT BY DANIELLE KUCHAREK	1701-000-271.130	104.38
38277	05/08/2012	WALMART	RESTITUTION	701-000-271.000	455.37
38278	05/08/2012	WASH N GO MANAGEMENT INC	INV# 5202 VEH WASHES MAR 25 - A	101-301-920.410	60.00
38278	05/08/2012	WASH N GO MANAGEMENT INC	INV# 5202 VEH WASHES MAR 25 - A	212-430-920.410	5.00
					<u>65.00</u>
38279	05/08/2012	WASTE MANAGEMENT	7198402-1838-7 CENTER GARBAGE	208-752-920.200	108.75
38279	05/08/2012	WASTE MANAGEMENT	COUNTY BUILDING	637-265-920.410	193.46
					<u>302.21</u>
38280	05/08/2012	WATKINS ROSS & CO.	INV 5552 RETIREE HEALTH ACTUARIAL	647-851-704.110	4,500.00
38281	05/08/2012	WIELAND SALES, INC.	536977B #2; #3; #6; #7	588-699-726.050	71.24
38282	05/08/2012	WINN TELECOM	989-705-1786 APRIL	588-699-930.210	399.18

38283 05/08/2012 WMJZ

AIRSHOW RADIO ADVERT 282-537-930.300 200.00  
TOTAL OF 140 CHECKS (1 voided) 196,280.14

Fund Amount

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Total for fund 101 GENERAL FUND	48,122.42
Total for fund 205 WORK CAMP	807.83
Total for fund 208 PARKS AND RECREATION	2,982.04
Total for fund 212 ANIMAL CONTROL	1,598.49
Total for fund 215 FRIEND OF THE COUNTY	143.24
Total for fund 226 RECYCLING FUND	5,500.00
Total for fund 249 BUILDING INSPECTION	4,063.76
Total for fund 256 REGISTER OF DEEDS	1,889.38
Total for fund 260 LEGAL DEFENSE FUND	2,452.83
Total for fund 261 911 SERVICE FUNDS	3,320.14
Total for fund 264 LCL CORRECTIONS	296.15
Total for fund 281 AIRPORT	14,511.99
Total for fund 282 AIRPORT SPECIAL	5,300.00
Total for fund 292 CHILD CARE FUNDS	186.34
Total for fund 413 ANIMAL SHELTER	1,901.50
Total for fund 495 GROEN NATURE FUND	3,337.50
Total for fund 499 CAPITAL PROJECT	2,200.00
Total for fund 588 TRANSPORTATION	5,093.44
Total for fund 595 JAIL COMMISSARY	106.00
Total for fund 637 BUILDING AND GROUND	2,337.00
Total for fund 645 ADMINISTRATIVE	489.52
Total for fund 647 HEALTH CARE FUNDS	4,500.00
Total for fund 701 GENERAL AGENCY	32,413.15
Total for fund 704 PAYROLL IMPRES	52,727.42
TOTAL - ALL FUNDS	196,280.14

**OCR 12-14**  
**Proclaiming National Police Week & Police Memorial Day**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
May 8, 2012

**WHEREAS**, The Congress of the United States of America has designated the week of May 13<sup>th</sup> through May 19<sup>th</sup>, 2012 to be dedicated as "NATIONAL POLICE WEEK" and May 15<sup>th</sup> of each year to be "POLICE MEMORIAL DAY"; and

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

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

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

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

**RESOLVED**, that we proclaim the week of May 13<sup>th</sup> to May 19<sup>th</sup> 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 15<sup>th</sup> in honor of Deputy Carl L. Darling, Jr., who gave his life in the line of duty on May 3, 1986; Sergeant Larry C. Washburn, who died while on duty on May 15, 1994 and Deputy John K. Gunsell, who died in the line of duty on September 12, 2004.

## **OCR 12-15**

### **May 2011 as Social Host Liability Awareness Month**

Otsego County Board of Commissioners

May 8, 2012

**WHEREAS**, alcohol is a factor in the four leading causes of death among persons ages 10-24: motor vehicles crashes, unintentional injuries, homicide and suicide; and

**WHEREAS**, Michigan ranked 9<sup>th</sup> in the country in the average annual number of deaths attributable to fatal motor vehicle crashes in which at least one driver was aged 16-25 and had been drinking; about 51% of those vehicle crashes involved drinkers aged 16-20; and

**WHEREAS**, in Michigan, it is estimated that underage alcohol use costs \$2 billion, with youth violence and traffic crashes involving underage drinkers representing the largest costs to the state; and

**WHEREAS**, one-hundred percent of any alcohol consumed by a minor came from an adult. At one time, an adult over the age of 21 was in control of the alcohol and a minor gained access to it; and

**WHEREAS**, adults who allow, serve or provide alcohol to an underage youth anywhere on their property can be held criminally and civilly liable if that youth is killed or injured, or if that youth kills or injures someone else; now, therefore, be it

**RESOLVED**, that the Otsego County Board of Commissioners, do hereby proclaim that May 2012 is Social Host Liability Awareness Month. We also call upon all citizens, homeowners and property owners to host gatherings responsibly and take measures to eliminate access of alcohol to persons under the age of 21.

ORDINANCE NO. 2012-2

**OTSEGO COUNTY MUNICIPAL CIVIL INFRACTIONS ORDINANCE**

Adopted:

Effective:

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE AND SERVICE OF MUNICIPAL CIVIL INFRACTION CITATIONS

THE COUNTY OF OTSEGO, MICHIGAN, HEREBY ORDAINS:

**Section 1. Short title**

This Ordinance shall be known and may be cited as the “Municipal Civil Infraction Ordinance.”

**Section 2. Definitions**

As used in this Ordinance:

“Act” means Act No. 236 of the Public Acts of 1961, as amended.

“Authorized County Official” means a police officer, animal control officer, building code enforcement officer, zoning administrator, soil erosion enforcement officer, marine officer, or any other personnel of Otsego County authorized by this Ordinance, by any other ordinance or state law permitted to enforce an ordinance or state law and/or to issue municipal civil infraction citations.

“Municipal civil infraction action” means a civil action in which the defendant is alleged to be responsible for a municipal civil infraction.

“Municipal civil infraction citation” means a written complaint prepared by an authorized County Official, directing a person to appear in court regarding the occurrence or existence of a municipal civil infraction violation by the person cited.

“Municipal civil infraction” means any civil infraction issued by an authorized County Official as provided for by ordinance or state law.

**Section 3. Designation of authorized officials**

The following persons have the authority to issue municipal civil infraction citations pursuant to this Ordinance:

- (a) Otsego County Sheriff’s Department deputized law enforcement officers;
- (b) Officers of the City of Gaylord Police Department;

- (c) Officers of the Michigan State Police;
- (d) Conservation Officers of the Michigan Department of Natural Resources;
- (e) Any employee of Otsego County charged with the enforcement of the building code;
- (f) Otsego County Land Use Services Director;
- (g) Any employee of Otsego County charged with the enforcement of the Otsego County Zoning Ordinance;
- (h) Otsego County Administrator;
- (i) Any officer, employee, or agent of Otsego County charged with the enforcement of any other ordinance and/or state law.

**Section 4. Municipal civil infraction action; commencement**

A municipal civil infraction action may be commenced upon the issuance by an authorized County Official of a municipal civil infraction citation directing the alleged violator to appear in court.

**Section 5. Municipal civil infraction citations; issuance and service**

Municipal civil infraction citations shall be issued and served by authorized County officials as follows:

- (a) The time for appearance specified in a citation shall be within a reasonable time after the citation is issued.
- (b) The place for appearance specified in a citation shall be the district court.
- (c) Each citation shall be numbered consecutively and shall be in a form approved by the state court administrator. The original citation shall be filed with the district court. The County shall retain copies of the citation, and one (1) copy shall be issued to the alleged violator as provided by § 8705 of the Act.
- (d) A citation for a municipal civil infraction signed by an authorized County Official shall be treated as if made under oath, if the violation alleged in the citation occurred in the presence of the official signing the complaint, and if the citation contains the following statement immediately above the date and signature of the official: "I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge and belief."
- (e) An authorized County Official who witnesses a person commit a municipal civil infraction may prepare and subscribe, as soon as possible, and as completely as possible, an original citation and the required copies.
- (f) An authorized County Official may issue a citation to a person if:

- (i) Based upon investigation, the official had reasonable cause to believe that the person is responsible for a municipal civil infraction; or
  - (ii) Based upon investigation of a complaint by someone who allegedly witnessed the person commit a municipal civil infraction, the official has reasonable cause to believe that the person is responsible for an infraction, and if the County attorney approves in writing the issuance of the citation.
- (g) Municipal civil infraction citations shall be served by an authorized County Official as follows:
  - (i) An authorized County Official shall personally serve a copy of the citation upon the alleged violator;
  - (ii) An authorized County Official may, in lieu of personal service, serve a copy of the citation by certified mail, return receipt requested, and delivery restricted to the alleged violator;
  - (iii) If the municipal civil infraction action involves the use or occupancy of land, a building or structure, a copy of the citation does not need to be personally served upon the alleged violator, but may be served upon an owner or occupant of the land, building or structure by posting the copy of the citation on the land or attaching the copy to the building or structure. In addition, a copy of the citation shall be sent by certified mail, return receipt requested, and delivery restricted to the owner of the land, building, or structure at the owner's last known address.

**Section 6. Municipal civil infraction citations; contents**

- (a) A municipal civil infraction citation shall contain the name and last known address of the alleged violator and, in the case of a minor, shall also include the name and address of a parent or guardian of said minor; the municipal civil infraction alleged, the place where the alleged violator shall appear in court, the telephone number of the court, and the time when the appearance shall be made.
- (b) Further, the citation shall inform the alleged violator that he or she may do one of the following:
  - (i) Admit responsibility for the municipal civil infraction by mail, in person, or by representation, at or by the time specified for appearance.
  - (ii) Admit responsibility for the municipal civil infraction "with explanation"

by mail, in person, or by representation, at or by the time specified for appearance.

(iii) Deny responsibility for the municipal civil infraction by doing either of the following:

(A) Appearing in person for an informal hearing before a judge or district court magistrate, without the opportunity of being represented by an attorney, unless a formal hearing before a judge is requested by the County.

(B) Appearing in court for a formal hearing before a judge, with the opportunity of being represented by an attorney.

(c) The citation shall also inform the alleged violator of all of the following:

(i) That if the alleged violator desires to admit responsibility “with explanation” in person, or by representation, the alleged violator must apply to the court in person, by mail, by telephone, or by representation within the time specified for appearance and obtain a scheduled date and time for an appearance.

(ii) That if the alleged violator desires to deny responsibility, the alleged violator must apply to the court in person, by mail, by telephone, or by representation within the time specified for appearance, and obtain a scheduled date and time to appear for a hearing, unless a hearing date is specified on the citation.

(iii) That a hearing shall be an informal hearing, unless a formal hearing is requested by the alleged violator or the County.

(iv) That at an informal hearing, the alleged violator must appear in person before a judge or district court magistrate, without the opportunity of being represented by an attorney.

(v) That at a formal hearing, the alleged violator must appear in person before a judge, with the opportunity of being represented by an attorney.

(vi) The citation shall contain a notice in boldface type that the failure of the alleged violator to appear within the time specified in the citation, or at the time scheduled for a hearing or appearance, will result in entry of a default judgment against the alleged violator on the municipal civil infraction.

**Section 7. Failure to appear; penalty**

A person served with a municipal civil infraction citation as provided in Section 5(g), who fails to appear within the time specified in the citation or at the time scheduled for a hearing or appearance, shall have a default judgment entered against them in the amount provided by this Ordinance or any other ordinance, plus any costs, damages, expenses, and other sanctions, as authorized under the Act, including an order to show cause why the defaulted person should not be held in civil contempt.

**Section 8. Sanctions for Municipal civil infractions; repeat offenses; continuing violations; injunctive relief**

- (a) The sanction for a violation which is a municipal civil infraction shall be a civil fine in the amount as provided by this Ordinance, or any other ordinance violated, plus costs, damages, expenses and other sanctions, as authorized under the Act, and other applicable laws.
- (b) Increased civil fines may be imposed for repeat offenses by a person of any requirement or provision of any ordinance. As used in this section, “repeat offenses” means a second (or any subsequent) admission or determination of responsibility for the same municipal civil infraction made within the period as specified by the ordinance violated.
- (c) Each day on which any violation designated as a municipal civil infraction continues constitutes a separate offense and shall be subject to sanctions as a separate violation.
- (d) In addition to any remedies available at law, the County may bring an action for an injunction or other process against a person to restrain, prevent, or abate any municipal civil infraction violation.

**Section 9. Schedule of civil fines and costs**

Unless a different schedule of civil fines is provided for by an applicable ordinance, the civil fines payable upon admission or determination of responsibility by a person served with a municipal civil infraction citation, shall be determined pursuant to the following schedule:

1 <sup>st</sup> violation	\$25.00-\$50.00
2 <sup>nd</sup> violation within a 3-year period	\$50.00-\$100.00
3 <sup>rd</sup> violation within a 3-year period	\$100.00-\$200.00
4 <sup>th</sup> violation within a 3-year period	\$250.00-\$500.00

The time period for determining second (or any subsequent) violations is based upon the date of the violation.

**Section 10. Severability**

This Ordinance and the various parts, sections, and clauses thereof are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid, the remainder of the Ordinance shall not be affected thereby.

**Section 11. Repealer**

All prior ordinances addressing the same subject matter as this Ordinance are hereby repealed.

**Section 12. Effective Date**

This Ordinance shall be effective on the day when notice of its adoption is published in a newspaper of general circulation in Otsego County.

Adoption of the Ordinance was moved by \_\_\_\_\_ and supported by \_\_\_\_\_.

YEAS:

NAYS:

ORDINANCE DECLARED ADOPTED ON \_\_\_\_\_, 2012.

\_\_\_\_\_  
Paul M. Beachnau  
Its: Chairman, Otsego County Board of  
Commissioners

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF OTSEGO     )

The undersigned, being the Clerk of the County of Otsego, hereby certifies that the foregoing is a true and complete copy of the Ordinance duly adopted by the Otsego County Board of Commissioners at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2012, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that the minutes of such meeting were kept and will be or have been made available as required thereby.

Dated: \_\_\_\_\_

Susan I. DeFeyter, County Clerk

## PUBLIC NOTICE

At a regular meeting of the Otsego County Board of Commissioners held on the 10<sup>th</sup> day of August 2004, the following Ordinance was adopted:

COUNTY OF OTSEGO  
STATE OF MICHIGAN

ORDINANCE NO. 2004-2

### MUNICIPAL ORDINANCE VIOLATIONS BUREAU ORDINANCE

An Ordinance to amend the Otsego County Municipal Civil Infractions Ordinance by adopting pursuant to Chapter 87 of Act Number 236 of the Public Acts of 1961 as amended (MCLA 600.8701 et seq.) a Municipal Ordinance Violations Bureau for the purpose of accepting admissions of responsibility for ordinance violations designated as municipal civil infractions for which municipal ordinance violation notices have been issued and served by authorized officials; to collect and retain civil fines/costs for such violations as prescribed herein; and to repeal all conflicting ordinances or parts of ordinances.

#### SECTION 1

Section 2.3 "Definitions" of the Otsego County Municipal Civil Infractions Ordinance shall be amended by adding Section 2.3.5 "Otsego County Municipal Ordinance Violations Bureau" to read as follows:

2.3.5 "*Municipal Ordinance Violations Bureau*" means a designation of a department or agency of Otsego County that has been designated by the County Board of Commissioners for the purpose of accepting admissions of responsibility for ordinance violations designated as municipal civil infractions for which municipal ordinance violation notices have been issued and served by authorized officials; to collect and retain civil fines/costs for such violations.

#### SECTION 2

The Otsego County Municipal Civil Infractions Ordinance shall be amended by adding Article 2A "MUNICIPAL ORDINANCE VIOLATIONS BUREAU" to read as follows:

### ARTICLE 2A MUNICIPAL ORDINANCE VIOLATIONS BUREAU

#### Section 2A.1 ESTABLISHMENT, LOCATION AND PERSONNEL

A. Establishment. The Otsego County Municipal Ordinance Violations Bureau (hereafter "Bureau") is hereby established pursuant to 1994 Public Act 12 (MCL 600.8396), as it may be amended from time to time, for the purpose of accepting admissions of responsibility for ordinance violations designated as municipal civil infractions, and to collect and retain civil fines/costs for such violations as prescribed herein.

B. Location. The Bureau shall be located at the County Treasurer's Office; located in the County Building at 225 W. Main Street; Gaylord, Michigan or such other location in the County as may be designated by the County Board of Commissioners.

C. Personnel. All personnel of the Bureau shall be County employees. The County Board of Commissioners may by resolution designate a Bureau Clerk with the duties prescribed herein and as otherwise may be delegated by the County Commissioners.

Section 2A.2 BUREAU AUTHORITY: The Bureau shall only have authority to accept admissions of responsibility (without explanation) for municipal civil infractions for which a municipal ordinance violations notice has been issued and served, and to collect and retain the scheduled civil fines/costs for such violations specified pursuant to this Ordinance or other applicable ordinance.

The Bureau shall not accept payment of fines/costs from any person who denies having committed the alleged violation or who admits responsibility only with explanation. The Bureau shall not determine or attempt to determine the truth or falsity of any fact or matter relating to an alleged ordinance violation.

### Section 2A.3 NOTICE REQUIREMENTS, ADMISSION or DENIAL OF RESPONSIBILITY

A. Ordinance Violation Notice Requirements. Municipal civil infraction violation notices shall be issued and served by authorized County officials as provided by law. A municipal ordinance violation notice shall include, at a minimum, all of the following:

1. the violation;
2. the time within which the person must contact the Bureau for purposes of admitting or denying responsibility for the violation;
3. the amount of the scheduled fines/costs for the violation;
4. the methods by which the violation may be admitted or denied;
5. the consequences of failing to pay the required fines/costs or contact the Bureau within the required time;
6. the address and telephone number of the Bureau;
7. the days and hours that the Bureau is open.

B. Denial of Responsibility. Where a person fails to admit responsibility (without explanation) for a violation within the jurisdiction of the Bureau and pay the required civil fines/costs within the designated time period, the Bureau Clerk or other designated County employees) shall advise the complainant to issue and file a municipal civil infraction citation for such violation with the court having jurisdiction of the matter. The citation filed with the court shall consist of a sworn complaint containing, at a minimum, the allegations stated in the municipal ordinance violation notice and shall fairly inform the alleged violator how to respond to the citation. A copy of the citation may be served by first class mail upon the alleged violator at the alleged violator's last known address. The citation shall thereafter be processed in the manner required by law.

Section 2A.4 SCHEDULE OF CIVIL FINES/COSTS: The civil fines payable to the Bureau upon admissions of responsibility by persons served with municipal ordinance violation notices shall be as set forth in Section 3.4 of this ordinance.

Section 2A.5 RECORDS AND ACCOUNTING: The Bureau Clerk or other designated County official/employee shall retain a copy of all municipal ordinance violation notices, and shall account to the County Board of Commissioners once a month or at such other intervals as the County Board of Commissioners may require concerning the number of admissions and denials of responsibility for ordinance violations within the jurisdiction of the Bureau and the amount of fines/costs collected with respect to such violations. The civil fines/costs collected shall be delivered to the County Treasurer at such intervals as the Treasurer shall require, and shall be deposited in the general fund of the County.

Section 2A.6 AVAILABILITY OF OTHER ENFORCEMENT OPTIONS: Nothing in this Ordinance shall be deemed to require the County to initiate its municipal civil infraction ordinance enforcement activity through the issuance of an ordinance violation notice. As to each ordinance violation designated as a municipal civil infraction the County may, at its sole discretion, proceed directly with the issuance of a municipal civil infraction citation or take such other enforcement action as is authorized by law.

### SECTION 3

SEVERABILITY: The provisions of this Ordinance are hereby declared to be severable and if any part is declared invalid for any reason by a court of competent jurisdiction it shall not affect the remainder of the Ordinance which shall continue in full force and effect.

### SECTION 4

REPEAL: All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

### SECTION 5

EFFECTIVE DATE: This Ordinance shall take effect immediately upon publication as required by law following adoption by the County Board of Commissioners.

COUNTY OF OTSEGO

By: \_\_\_\_\_  
Lee Olsen, Chairman

By: \_\_\_\_\_  
Evelyn Pratt, County Clerk