



## 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, June 23, 2015 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 June 9, 2015 w/attachments

Consent Agenda

- A. OCR 15-22 Mortgage Discharge (Natter) - Motion to Approve
- B. OCR 15-23 Mortgage Discharge (Sefton) - Motion to Approve
- C. Personnel Committee Recommendations
  - 1. Parks and Recreation Policy - Motion to Approve
  - 2. Board/Commission/Committee Appointment Policy Update - Motion to Approve
  - 3. Employee Handbook Update - Motion to Approve
  - 4. Animal Control Request
- D. Budget & Finance Committee Recommendations
  - 1. GTP Lease Extension - Motion to Approve
  - 2. FY 2016 Budget Calendar - Motion to Approve
  - 3. Road Commission/Sales Tax - Motion to Approve
  - 4. FY 2015 (General Fund/Capital Projects) Budget Amendment - Motion to Approve
  - 5. Indigent Defense Contract - Motion to Approve
- E. Housing Committee Reappointment (Mathis) - Motion to Approve
- F. OCR 15-24 Alpenfest Honored Industry - Jay's Sporting Goods - Motion to Adopt
- G. OCR 15-25 Alpenfest der Buergermeister - Judi Doan - Motion to Adopt
- H. OCR 15-26 Alpenfest Parade Marshal - Patti Dobrzelewski - Motion to Adopt

Administrator's Report

Special Presentations

- A. Auditor's Report - Rehmann Robson

City Liaison, Township & Village Representatives

Correspondence

- A. May Financial Reports

New Business

- A. Financials
  - 1. June 16, 2015 Warrant
  - 2. June 23, 2015 Warrant
  - 3. June 19, 2015 Supplemental Warrant
- B. Commissioner Appointment
- C. Other Business

Public Comment

Closed Session

Board Remarks, Announcements, and Informal Discussions

Adjournment

June 9, 2015

The regular meeting of the Otsego County Board of Commissioners was held at the County Building, 225 West Main St., Room 100. The meeting was called to order at 9:30 a.m. by Chairman Ken Borton. Invocation by Commissioner Julie Powers-Gehman, followed by the Pledge of Allegiance led by Erma Backenstose.

Roll Call:

Present: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Lee Olsen, Erma Backenstose, Doug Johnson, Ken Borton, Bruce Brown.

Motion by Commissioner Paul Liss, to approve the regular minutes of May 26, 2015 with attachments Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to approve the appointment of Charles (Chuck) Klee to the Planning Commission with the term to expire 12-31-2017. Ayes: Unanimous. Motion carried.

Motion to approve the Freedom of Information Act Policy. Ayes: Unanimous. Motion carried. (see attached)

Special Presentation:

Brian Webber was recognized for 20 years of service to the County.

Administrator's report:

John Burt reported on the Community Center renovations; Recycling Facebook page; foreclosed property cleanup.

Motion by Commissioner Erma Backenstose, to approve the FY 2015 Tax Foreclosure budget amendment in the amount of \$3,800 as presented. Ayes: Unanimous. Motion carried. (see attached)

Department Head Report:

Kelley Hiemstra reported on Michigan State University Extension.

City Liaison, Township and Village Representative:

Commissioner Julie Powers-Gehman reported on the City Council meeting.

Correspondence: None.

New Business:

Motion by Commissioner Lee Olsen, to approve the June 2, 2015 Warrant in the amount of \$59,891.54. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, to approve the June 9, 2015 Warrant in the amount of \$197,035.72. Ayes: Unanimous. Motion carried.

Public Comment:

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Erma Backenstose discussed foreclosed properties, DHS Committee meeting.

Commissioner Paul Liss discussed property cleanup; construction at the Corwith Township Hall.

Commissioner Bruce Brown had no report.

Commissioner Doug Johnson reported on the Parks and recreation meeting; MMRMA.

Commissioner Paul Beachnau reported on the Leadership graduation; business after hours at Awakon Credit Union June 10, 2015 from 5:00pm-7:00 pm.

Commissioner Julie Powers-Gehman reported on the Health Department meeting; attended Veterans coffee gathering.

Commissioner Lee Olsen reported on the Charlton Township meeting; commended the Sheriff's department work crew for the cleanup at the Airport property.

Chairman Ken Borton reported on the Bagley Township meeting; applications being accepted to replace Commissioner Richard Sumerix.

Meeting adjourned at 10:22 a.m.

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Kenneth C. Borton Chairman

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Susan I. DeFeyter, Otsego County Clerk



## OTSEGO COUNTY BUDGET AMENDMENT

**FUND/DEPARTMENT: Foreclosure Fund**

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

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

**REVENUE**

Account Number	Decrease	Increase
617-050-400.001 Budget Use of Fund Balance	\$	\$3,800
-                    -	\$	\$
"                        -	\$	\$
"                        -	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>

**EXPENDITURE**

Account Number	Increase	Decrease
617-901-970.030 Property Improvements	\$3,800	\$
-                    "	\$	\$
-                    "	\$	\$
-                    -	\$	\$
-                    -	\$	\$
-                    -	\$	\$
<b>Total</b>	<b>\$3,800</b>	<b>\$3,800</b>

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

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

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

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



## Freedom of Information Act Policy

### OTSEGO COUNTY FREEDOM OF INFORMATION ACT PROCEDURES & GUIDELINES

#### Statement of Principles

It is the policy of Otsego County (the County) that all persons, except those who are serving a sentence of imprisonment, consistent with the Michigan Freedom of Information Act (FOIA), are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and employees. The people shall be informed so that they fully participate in the democratic process.

#### Section 1: General Policies

The Otsego County Board of Commissioners acting pursuant to the authority at MCL 15.236 designates the County Administrator as the Otsego County FOIA Coordinator. He or she is authorized to designate other County staff to act on his or her behalf to accept and process written requests for the County's and its Departments' public records and approve denials. The following County Officials are designated to act on his or her behalf to accept and process written and verbal requests for the public records from their respective departments and approve denials:

County Clerk	All public records maintained by the Clerk's office, except those records maintained solely in the Clerk's role as Clerk to the Otsego County Circuit Court.
County Treasurer	All public records maintained by the Treasurer's office
County Register of Deeds	All public records maintained by the Register of Deeds office
Prosecuting Attorney	All non-judicial public records maintained by the Prosecuting Attorney's office
Sheriff	All public records maintained by the Sheriff's Department

If a request for a public record is received by facsimile or e-mail, the request is deemed to have been received on the following business day. If a request is sent by e-mail and delivered to a spam or junk-mail folder, the request is not deemed received until one day after the FOIA Coordinator first becomes aware of the request. The FOIA Coordinator shall note in the FOIA log both the date the request was delivered to the spam or junk-mail folder and the date the FOIA Coordinator became aware of the request.

The FOIA Coordinator shall review County spam and junk-mail folders on a regular basis, which shall be no less than once a month. The FOIA Coordinator shall work with County Information Technology staff to develop administrative rules for handling spam and junk mail so as to protect County systems from computer attacks which may be imbedded in an electronic FOIA request.

The FOIA Coordinator may, in his or her discretion, implement administrative rules, consistent with State law and these Procedures and Guidelines to administer the acceptance and processing of FOIA requests.

The County is not obligated to create a new public record or make a compilation or summary of information which does not already exist. Neither the FOIA Coordinator nor other County staff are obligated to provide answers to questions contained in requests for public records or regarding the content of the records themselves.

The FOIA Coordinator shall keep a copy of all written requests for public records received by the County on file for a period of at least one year.

The County will make this Procedures and Guidelines document and the Written Public Summary publicly available without charge. If it does not, the County cannot require deposits or charge fees otherwise permitted under the FOIA until it is in compliance.

A copy of this Procedures and Guidelines document and the County's Written Public Summary must be publicly available by providing free copies both in the County's response to a written request and upon request by visitors at any County office.

This Procedures and Guidelines document and the County's Written Public Summary will be maintained on the County's website at: <http://www.otsegocountymi.gov/online-services/forms-4/>, a link to those documents will be provided in lieu of providing paper copies of those documents in the County's response to a written request.

## **Section 2: Requesting a Public Record**

A person requesting to inspect or obtain copies of public records prepared, owned, used, possessed or retained by the County must do so in writing. The request must sufficiently describe a public record so as to enable County personnel to identify and find the requested public record.

No specific form to submit a request for a public record is required. However the FOIA Coordinator may make available a FOIA Request Form for use by the public. Verbal requests for records may be documented by the County on the County's FOIA Request Form.

Written requests for public records may be submitted in person or by mail to any County office. Requests may also be submitted electronically by facsimile and e-mail. Upon their receipt, requests for public records shall be promptly forwarded to the FOIA Coordinator for processing.

A person may request that public records be provided on non-paper physical media, electronically mailed or otherwise provided to him or her in lieu of paper copies. The County will comply with the request only if it possesses the necessary technological capability to provide records in the requested non-paper physical media format.

A person may subscribe to future issues of public records that are created, issued or disseminated by the County on a regular basis. A subscription is valid for up to 6 months and may be renewed by the subscriber.

A person who makes a verbal, non-written request for information believed to be available on the County's website, where practicable and to the best ability of the employee receiving the request, shall be informed of the pertinent website address.

A person serving a sentence of imprisonment in a local, state or federal correctional facility is not entitled to submit a request for a public record. The FOIA Coordinator will deny all such requests.

### **Section 3: Processing a Request**

Unless otherwise agreed to in writing by the person making the request, within 5 business days of receipt of a FOIA request the County will issue a response. If a request is received by facsimile, e-mail or other electronic transmission, the request is deemed to have been received on the following business day.

The County will respond to the request in one of the following ways:

- Grant the request.
- Issue a written notice denying the request.
- Grant the request in part and issue a written notice denying in part the request.
- Issue a notice indicating that due to the nature of the request the County needs an additional 10 business days to respond. Only one such extension is permitted.
- Issue a written notice indicating that the public record requested is available at no charge on the County's website.

#### ***When a request is granted or granted in part:***

If the request is granted, or granted in part, the FOIA Coordinator will require that payment be made in full for the allowable fees associated with responding to the request before the public record is made available. The FOIA Coordinator shall provide a detailed Itemization of the allowable costs incurred to process the request to the person making the request. A copy of these Procedures and Guidelines shall be provided to the requestor with the response to a written request for public records, provided however, that if these Procedures and Guidelines, and its Written Public Summary are maintained on the County's website, then a website link to those documents may be provided in lieu of providing paper copies.

If the cost of processing a FOIA request is \$50 or less, the requester will be notified of the amount due and where the documents can be obtained.

If based on a good faith calculation by the County, the cost of processing a FOIA request is expected to exceed \$50, or if the requestor has not fully paid for a previously granted request, the County will require a good-faith deposit before processing the request. In making the request for a good-faith deposit the FOIA Coordinator shall provide the requestor with a detailed itemization of the allowable costs estimated to be incurred by the County to process the request and also provide a best efforts estimate of a time frame it will take the County to provide the records to the requestor. The best efforts estimate shall be nonbinding on the County, but will be made in good faith and will strive to be reasonably accurate, given the nature of the request in the particular instance, so as to provide the requested records in a manner based on the public policy expressed by Section 1 of the FOIA.

***When a request is denied or denied in part:***

If the request is denied or denied in part, the FOIA Coordinator will issue a Notice of Denial which shall provide in the applicable circumstance:

- An explanation as to why a requested public record is exempt from disclosure; or
- A certificate that the requested record does not exist under the name or description provided by the requestor, or another name reasonably known by the County; or
- An explanation or description of the public record or information within a public record that is separated or deleted from the public record; and
- An explanation of the person's right to submit an appeal of the denial to either the office of the Otsego County Board of Commissioners or seek judicial review in the Otsego County Circuit Court; and
- An explanation of the right to receive attorneys' fees, costs, and disbursements as well actual or compensatory damages, and punitive damages of \$1,000, should they prevail in Circuit Court.
- The Notice of Denial shall be signed by the FOIA Coordinator.

If a request does not sufficiently describe a public record, the FOIA Coordinator may, in lieu of issuing a Notice of Denial indicating that the request is deficient, seek clarification or amendment of the request by the person making the request. Any clarification or amendment will be considered a new request subject to the timelines described in this Section.

***Requests to inspect public records:***

The County shall provide reasonable facilities and opportunities for persons to examine and inspect public records during normal business hours. The FOIA Coordinator is authorized to promulgate rules regulating the manner in which records may be viewed so as to protect County records from loss, alteration, mutilation or destruction and to prevent excessive interference with normal County operations.

***Requests for certified copies:***

The FOIA Coordinator shall, upon written request, furnish a certified copy of a public record at no additional cost to the person requesting the public record.

**Section 4: Fee Deposits**

If the fee estimate is expected to exceed \$50.00 based on a good-faith calculation by the County, the requestor will be asked to provide a deposit not exceeding one-half of the total estimated fee.

If a request for public records is from a person who has not fully paid the County for copies of public records made in fulfillment of a previously granted written request, the FOIA Coordinator will require a deposit of 100% of the estimated processing fee before beginning to search for a public record for any subsequent written request by that person when all of the following conditions exist:

- the final fee for the prior written request is not more than 105% of the estimated fee;
- the public records made available contained the information sought in the prior written request and remain in the County's possession;
- the public records were made available to the individual, subject to payment, within the time frame estimated by the County to provide the records;
- 90 days have passed since the FOIA Coordinator notified the individual in writing that the public records were available for pickup or mailing;
- the individual is unable to show proof of prior payment to the County; and
- the FOIA Coordinator has calculated a detailed itemization that is the basis for the current written request's increased estimated fee deposit.

The FOIA Coordinator will not require an increased estimated fee deposit if any of the following apply:

- the person making the request is able to show proof of prior payment in full to the County;
- the County is subsequently paid in full for the applicable prior written request; or
- 365 days have passed since the person made the request for which full payment was not remitted to the County.

**Section 5: Calculation of Fees**

A fee will not be charged for the cost of search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to the County because of the nature of the request in the particular instance, and the County specifically identifies the nature of the unreasonably high costs.

The following factors shall be used to determine an unreasonably high cost to the County:

- Volume of the public record requested.
- Amount of time spent to search for, examine, review and separate exempt from non-exempt information in the record requested.
- Whether public records from more than one County department or various County offices is necessary to respond to the request.
- The available staffing to respond to the request.
- Any other similar factors identified by the FOIA Coordinator in responding to the particular request.

The County may charge for the following costs associated with processing a FOIA request:

- Labor costs associated with copying or duplication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- Labor costs associated with searching for, locating and examining a requested public record, when failure to charge a fee will result in unreasonably high costs to the County.
- Labor costs associated with a review of a record to separate and delete information exempt from disclosure, when failure to charge a fee will result in unreasonably high costs to the County.
- The cost of copying or duplication, not including labor, of paper copies of public records. This may include the cost for copies of records already on the County's website if you ask for the County to make copies.
- The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media. This may include the cost for copies of records already on the County's website if you ask for the County to make copies.
- The cost to mail or send a public record to a requestor.

Labor costs will be calculated based on the following requirements:

- All labor costs will be estimated and charged in 15 minute increments with all partial time increments rounded down.
- Labor costs will be charged at the hourly wage of the lowest-paid County employee capable of doing the work in the specific fee category, regardless of who actually performs work.
- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits. The County may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits, but in no case may it exceed the actual cost of fringe benefits.
- Contracted labor costs incurred in the separation and deletion of exempt from non-exempt material will be charged at 6 times the state minimum wage, as adjusted. The current rate at the time of adoption of these Policies and Guidelines is \$48.90/hour.
- Overtime wages will not be included in labor costs until agreed to by the requestor; overtime costs will not be used to calculate the fringe benefit cost.

The cost to provide records on non-paper physical media when so requested will be based on the following requirements:

- Computer disks, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.
- This cost will only be assessed if the County has the technological capability necessary to provide the public record in the requested non-paper physical media format.
- In order to ensure the integrity and security of the County's technological infrastructure, the County will procure any requested non-paper media and will not accept non-paper media from the requestor

The cost to provide paper copies of records will be based on the following requirements:

- Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper. Copies for nonstandard sized sheets of paper will reflect the actual cost of reproduction.
- The County may provide records using double-sided printing, if cost-saving and available.

The cost to mail records to a requestor will be based on the following requirements:

- The actual cost to mail public records using a reasonably economical and justified means.
- The County may charge for the least expensive form of postal delivery confirmation.
- No cost will be made for expedited shipping or insurance unless requested.

If the FOIA Coordinator does not respond to a written request in a timely manner, the County must:

- Reduce the labor costs by 5% for each day the County exceeds the time permitted under FOIA up to a 50% maximum reduction, if *any* of the following applies:
  - The late response was willful and intentional.
  - The written request, within the first 250 words of the body of a letter facsimile, e-mail or e-mail attachment conveyed a request for information
  - The written request included the words, characters, or abbreviations for "freedom of information", "information", "FOIA", "copy" or a recognizable misspelling of such, or legal code reference to MCL 15. 231 et seq or 1976 Public Act 442 on the front of an envelope or in the subject line of an e-mail, letter or facsimile cover page.
- Fully note the charge reduction in the Detailed Itemization of Costs Form

## **Section 6: Waiver of Fees**

The cost of the search for and copying of a public record may be waived or reduced if in the sole judgment of the FOIA Coordinator a waiver or reduced fee is in the public interest because such can be considered as primarily benefitting the general public. The Otsego County Board of Commissioner may identify specific records or types of records it deems should be made available for no charge or at a reduced cost.

## **Section 7: Discounted Fees**

### ***Indigence***

The FOIA Coordinator will discount the first \$20.00 of the processing fee for a request if the person requesting a public record submits an affidavit stating that they are:

- indigent and receiving specific public assistance; or
- if not receiving public assistance stating facts demonstrating an inability to pay because of indigency.

An individual is not eligible to receive the waiver if:

- the requestor has previously received discounted copies of public records from the County twice during the calendar year; or
- the requestor requests information in connection with other persons who are offering or providing payment to make the request.

An affidavit is sworn statement. The FOIA Coordinator may make a Fee Waiver Affidavit Form available for use by the public.

### ***Nonprofit organization advocating for developmentally disable or mentally ill individuals***

The FOIA Coordinator will discount the first \$20.00 of the processing fee for a request from:

- A nonprofit organization designated to by the State to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 200 and the Protection and Advocacy for Individuals with Mental Illness Act, or their successors, if the request meets all of the following requirements:
  - is made directly on behalf of the organization or its clients;
  - is made for a reason wholly consistent with the mission and provisions of those laws under Section 931 of the Mental Health Code, MCL 330.1931;
  - is accompanied by documentation of its designation by the State, if requested by the County or FOIA Coordinator.

## **Section 8: Appeal of a Denial of a Public Record**

When a requestor believes that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, he or she may file an appeal of the denial with the Office of the Otsego County Board of Commissioners. The appeal must be in writing, specifically state the word "appeal" and identify the reason or reasons the requestor is seeking a reversal of the denial. The County may create a FOIA Appeal Form that may be used.

The Board of Commissioners is not considered to have received a written appeal until the first regularly scheduled Board of Commissioners meeting immediately following submission of the written appeal.

Within 10 business days of receiving the appeal the Board of Commissioners, acting through its designee, will respond in writing by:

- reversing the disclosure denial;
- upholding the disclosure denial; or
- reverse the disclosure denial in part and uphold the disclosure denial in part.
- Under unusual circumstances, such as the need to examine or review a voluminous amount of separate and distinct public records or the need to collect the requested records from numerous facilities located apart from the office receiving or processing the request, the Board of Commissioners may issue not more than 1 notice of extension for not more than 10 business days to respond to the appeal

If the Board of Commissioners fails to timely respond to a written appeal, or if the Board of Commissioners upholds all or a apportion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commenting a civil action in the Otsego County Circuit Court.

Whether or not a requestor submitted an appeal of a denial to the Board of Commissioners, he or she may file a civil action in the Otsego County Circuit Court within 180 days after the County's final determination to deny the request.

If the court determines that the public record is not exempt from disclosure, the court will award the appellant reasonable attorneys' fees, cost and disbursements. If the court determines that the appellant prevails only in part, the court in its discretion may award all or an appropriate portion of reasonable attorneys' fees, costs and disbursements.

If the court determines that the County arbitrarily and capriciously violated the FOIA by refusing or delaying the disclosure of copies of a public record, it shall award the appellant punitive damages in the \$1,000. Court shall also order that the public body pay a civil fine of \$1000 to the general fund of the State treasury.

## **Section 9: Appeal of an Excessive FOIA Processing Fee**

"Fee" means the total fee or any component of the total fee calculated under section 4 of the FOIA, including any deposit.

If a requestor believes that the fee charged by the County to process a FOIA request exceeds the amount permitted by state law, he or she must first submit a written appeal for a fee reduction to the Office of the Board of Commissioners. The appeal must be in writing, specifically state the word "appeal" and identify how the required fee exceeds the amount permitted. The County may create a FOIA Fee Appeal Form that may be used.

Within 10 business days after receiving the appeal, the Board of Commissioners, through its designee, will respond in writing by:

- waiving the fee;
- reducing the fee and issuing a written determination indicating the specific basis that supports the remaining fee;
- upholding the fee and issue a written determination indicating the specific basis that supports the required fee; or
- issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the Board of Commissioners will respond to the written appeal.

Within 45 days after receiving notice of the Board of Commissioner's determination of a fee appeal, a requestor may commence a civil action in Otsego County Circuit Court for a fee reduction. If a civil action is filed appealing the fee, the County is not obligated to process the request for the public record until the Court resolves the fee dispute.

If a court determines that the County required a fee that exceeds the amount permitted under its publicly available procedures and guidelines or Section 4 of the FOIA, the court shall reduce the fee to a permissible amount. Failure to comply with an order of the court may be punished as contempt of court.

If the requesting person prevails in court by receiving a reduction of 50% or more of the total fee, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the County.

If the court determines that the County has arbitrarily and capriciously violated the FOIA by charging an excessive fee, the court shall order the Township to pay a civil fine of \$500.00, which shall be deposited in the general fund of the state treasury. The court may also award, in addition to any actual or compensatory damages, punitive damages in the amount of \$500.00 to the person seeking the fee reduction. The fine and any damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

## **Section 10: Conflict with Prior FOIA Policies and Procedures; Effective Date**

To the extent that these Procedures and Guidelines conflict with previous FOIA policies promulgated by the County, these Procedures and Guidelines are controlling. To the extent that any administrative rule promulgated by the FOIA Coordinator subsequent to the adoption of this resolution is found to be in conflict with any previous policy promulgated by the County, the administrative rule promulgated by the FOIA Coordinator is controlling.

To the extent that any provision of these Procedures and Guidelines or any administrative rule promulgated by the FOIA Coordinator pertaining to the release of public records is found to be in conflict with any State statute, the applicable statute shall control. The FOIA Coordinator is authorized to modify this policy and all previous policies adopted by the County and to adopt such administrative rules as he or she may deem necessary, to facilitate the legal review and processing of requests for public records made pursuant to Michigan's FOIA statute, provided that such modifications and rules are consistent with State law.

The FOIA Coordinator shall inform the Board of Commissioners of any change to these Policies and Guidelines. These FOIA Policies and Guidelines become effective July 1, 2015.

## **Section 11: Appendix of Otsego County FOIA Forms**

- Request for Public Records Form
- Notice to Extend Response Time Form
- Notice of Denial Form
- Detailed Cost Itemization Form
- Appeal of Denial of Records Form
- Appeal of Excess Fee Form

Updated: June 9, 2015



## OTSEGO COUNTY'S WRITTEN PUBLIC SUMMARY OF FOIA PROCEDURES AND GUIDELINES

It is the public policy of this state that all persons, except those persons incarcerated in state or local correctional facilities, are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and public employees.

Consistent with the Michigan Freedom of Information Act (FOIA), Public Act 442 of 1976, as amended, the following is the Written Public Summary of Otsego County's FOIA Procedures and Guidelines relevant to the general public. This is only a summary of the FOIA Procedures and Guidelines. For more details and information, copies of the FOIA Procedures Guidelines and are available at no charge at any County office and on the County's website at <http://www.otsego-county-mi.gov/online-services/forms-4/>.

### 1. How do I submit a FOIA request to Otsego County?

- A request must sufficiently describe a public record so as to enable the County to find it.
- Please include the words "FOIA" or "FOIA Request" in the request to assist the County in providing a prompt response.
- Requests to the County may be submitted on the County's FOIA Request Form, in any other form of writing (letter, fax, email, etc.), or by verbal request.
  - Any verbal request will be documented by the County on the County's FOIA Request Form.
  - No specific form to submit a written request is required. However a FOIA Request Form and other FOIA-related forms are available for your use and convenience on the County's website at <http://www.otsego-county-mi.gov/online-services/forms-4/> and at the County Clerk Office, 225 W. Main, Gaylord, MI 49735.
- Written requests may be delivered to the County in person or by mail:

FOIA Coordinator  
County Administrator's Office  
Otsego County Building  
225 W. Main  
Gaylord, MI 49735

- Requests may be faxed to: (989) 731-7529. To ensure a prompt response, faxed requests should contain the term "FOIA" or "FOIA Request" on the first/cover page.

- Requests may be emailed to: [jburt@otsegocountymi.gov](mailto:jburt@otsegocountymi.gov) or [spremo@otsegocountymi.gov](mailto:spremo@otsegocountymi.gov). To ensure a prompt response, email requests should contain the term "FOIA" or "FOIA Request" in the subject line.

## 2. What kind of response can I expect to my request?

- Within 5 business days of receipt of a FOIA request the County will issue a response. If a request is received by facsimile or e-mail the request is deemed to have been received on the following business day. The County will respond to your request in one of the following ways:
  - Grant the request.
  - Issue a written notice denying the request.
  - Grant the request in part and issue a written notice denying in part the request.
  - Issue a notice indicating that due to the nature of the request the County needs an additional 10 business days to respond.
  - Issue a written notice indicating that the public record requested is available at no charge on the County's website.
- If the request is granted, or granted in part, the County will ask that payment be made for the allowable fees associated with responding to the request before the public record is made available.
- If the cost of processing the request is expected to exceed \$50, or if you have not paid for a previously granted request, the County will require a deposit before processing the request.

## 3. What are the County's fee deposit requirements?

- If the County has made a good faith calculation that the total fee for processing the request will exceed \$50.00, the County will require that you provide a deposit in the amount of 50% of the total estimated fee. When the County requests the deposit it will provide you a non-binding best efforts estimate of how long it will take to process the request following receipt by the County of your deposit.
- If the County receives a request from a person who has not paid the County for copies of public records made in fulfillment of a previously granted written request, the County will require a deposit of 100% of the estimated processing fee before it begins to search for the public record for any subsequent written request when all of the following conditions exist:
  - the final fee for the prior written request is not more than 105% of the estimated fee;
  - the public records made available contained the information sought in the prior written request and remain in the County's possession;
  - the public records were made available to the individual, subject to payment, within the time frame estimated by the County to provide the records;
  - 90 days have passed since the County notified the individual in writing that the public records were available for pickup or mailing;
  - the individual is unable to show proof of prior payment to the County; and

- the County has calculated an estimated detailed itemization that is the basis for the current written request's increased fee deposit.
- The County will not require the 100% estimated fee deposit if any of the following apply:
  - the person making the request is able to show proof of prior payment in full to the County;
  - the County is subsequently paid in full for all applicable prior written requests; or
  - 365 days have passed since the person made the request for which full payment was not remitted to the County.

#### 4. How does the County calculate FOIA processing fees?

The Michigan FOIA statute permits the County to charge for the following costs associated with processing a request:

- Labor costs associated with copying or duplication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- Labor costs associated with searching for, locating and examining a requested public record, when failure to charge a fee will result in unreasonably high costs to the County.
- Labor costs associated with a review of a record to separate and delete information exempt from disclosure, when failure to charge a fee will result in unreasonably high costs to the County.
- The cost of copying or duplication, not including labor, of paper copies of public records. This may include the cost for copies of records already on the County's website if you ask for the County to make copies.
- The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media. This may include the cost for copies of records already on the County's website if you ask for the County to make copies.
- The cost to mail or send a public record to a requestor.

#### Labor Costs

- All labor costs will be estimated and charged in 15 minute increments with all partial time increments rounded down.
- Labor costs will be charged at the hourly wage of the lowest-paid County employee capable of doing the work in the specific fee category, regardless of who actually performs work.
- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits.
- Contracted labor costs will be charged at the hourly rate of 6 times the state minimum wage, as adjusted. This rate is currently \$48.90/hour.

A labor cost will not be charged for the search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to the County. Costs are unreasonably high when they are excessive and beyond the normal or usual amount for those services compared to the

County's usual FOIA requests, because of the nature of the request in the particular instance. The County must specifically identify the nature of the unreasonably high costs in writing.

### **Copying, Duplication and Mailing Costs**

The County must use the most economical method for making copies of public records, including using double-sided printing, if cost-saving and available.

- **Non-paper Physical Media**
  - The cost for records provided on non-paper physical media, such as computer discs, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.
  - This cost will only be assessed if the County has the technological capability necessary to provide the public record in the requested non-paper physical media format.
- **Paper Copies**
  - Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$10 per sheet of paper.
  - Copies for non-standard sized sheets will reflect the actual cost of reproduction.
- **Mailing Costs**
  - The cost to mail public records will use a reasonably economical and justified means.
  - The County may charge for the least expensive form of postal delivery confirmation.
  - No cost will be made for expedited shipping or insurance unless requested.

### **5. How do I qualify for a waiver or discount on the fee?**

#### **Waiver or reduction**

- The cost of the search for and copying of a public record may be waived or reduced in the sole discretion of the FOIA Coordinator a waiver or reduction of the fee is in the public interest because it can be considered as primarily benefiting the public. The County Board of Commissioners may identify specific records or types of records it deems should be made available for not charge or at a reduced cost.

#### **Indigence discount**

- The County will waive the first \$20.00 of fees for a request if you submit an affidavit stating that you are:
  - indigent and receiving specific public assistance; or
  - if not receiving public assistance, stating facts demonstrating an inability to pay because of indigence.
- You are not eligible to receive the \$20.00 waiver if you:
  - have previously received discounted copies of public records from the County twice during the calendar year; or

- are requesting information on behalf of other persons who are offering or providing payment to you to make the request.
- ♦ An affidavit is sworn statement. For your convenience, the County has provided an Affidavit of Indigence for the waiver of FOIA fees, which is available on the County's website.

**Nonprofit discount**

- The County will waive the fee for an nonprofit organization which meets all of the following conditions:
  - the organization is designated by the State under federal law to carry out activities under the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection and Advocacy for Individuals with Mental Illness Act;
  - the request is made directly on behalf of the organization or its clients;
  - the request is made for a reason wholly consistent with the provisions of federal law under Section 931 of the Mental Health Code; and
  - the request is accompanied by documentation of the organization's designation by the State

**6. How may I challenge the denial of a public record or an excessive fee?**

**Appeal of a Denial of a Public Record**

If you believe that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, you may file an appeal of the denial with the Otsego County Board of Commissioners. The appeal must be in writing, specifically state the word "appeal" and identify the reason or reasons you are seeking a reversal of the denial. The County may create a FOIA Appeal Form, which, if created, will be available on the County's website.

Within 10 business days of receiving the appeal the Otsego County Board of Commissioners will respond in writing by:

- reversing the disclosure denial;
- upholding the disclosure denial; or
- reverse the disclosure denial in part and uphold the disclosure denial in part.

Whether or not you submitted an appeal of a denial to the Board of Commissioners, you may file a civil action in the Otsego County Circuit Court within 180 days after the County's final determination to deny your request. Should you prevail in the civil action the court will award you reasonable attorneys' fees, costs and disbursements. If the court determines that the County acted arbitrarily and capriciously in refusing to disclose or provide a public record, the court shall award you damages in the amount of \$1000.00

**Appeal of an Excessive FOIA Processing Fee**

If you believe that the fee charged by the County to process your FOIA request exceeds the amount permitted by state law, you must first submit a written appeal for a

fee reduction to the Otsego County Board of Commissioners. The appeal must be in writing, specifically state the word "appeal" and identify how the required fee exceeds the amount permitted. The County may create a FOIA Fee Appeal Form, which, if created, will be available on the County's website.

Within 10 business days after receiving the appeal, the Otsego County Board of Commissioners will respond in writing by:

- waiving the fee;
- reducing the fee and issue a written determination indicating the specific basis that supports the remaining fee;
- upholding the fee and issue a written determination indicating the specific basis that supports the required fee; or
- Issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which Otsego County Board of Commissioners will respond to the written appeal.

Within 45 days after receiving notice of the Board of Commissioner's determination of the processing fee appeal, you may commence a civil action in Otsego County Circuit Court for a fee reduction. If you prevail in the civil action by receiving a reduction of 50% or more of the total fee, the court may award all or appropriate amount of reasonable attorneys' fees, costs and disbursements. If the court determines that the County acted arbitrarily and capriciously by charging an excessive fee, court may also award you punitive damages in the amount of \$500.00.

#### **Need more details or information?**

This is only a summary of Otsego County's FOIA Procedures and Guidelines. For more details and information, copies of the Otsego County's FOIA Procedures and Guidelines are available at no charge at any County office and on the County's website, [www.otsegocountymt.gov](http://www.otsegocountymt.gov).

County: Keep original and provide copy, along with Public Summary, to requestor at no charge.

**Otsego County**  
Otsego County Building  
225 W. Main, Gaylord, MI 49735  
Phone: (989) 731-7520 Fax: (989) 731-7529

Extension Form

**Notice to Extend Response Time for FOIA Request**  
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: \_\_\_\_\_ Date Received: \_\_\_\_\_ Check if received via:  Email  Fax  Other Electronic Method  
Date of This Notice: \_\_\_\_\_ Date delivered to junk/spam folder: \_\_\_\_\_

Name	Phone
Firm/Organization	Fax
Street	Email
City	State Zip

(Please Print or Type)

Date discovered in junk/spam folder: \_\_\_\_\_

Request for:  Copy  Certified copy  Record inspection  Subscription to record issued on regular basis  
Delivery Method:  Will pick up  Will make own copies onsite  Mail to address above  Email to address above  
 Deliver on digital media provided by the county: \_\_\_\_\_

Record(s) You Requested: (Listed here or see attached copy of original request) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

We are extending the date to respond to your FOIA request for no more than 10 business days, until \_\_\_\_\_ (month, day, year).  
Only one extension may be taken per FOIA request. If you have any questions regarding this extension, contact \_\_\_\_\_ at \_\_\_\_\_

Estimated Time Frame to Provide Records: \_\_\_\_\_ (days or date)

The time frame estimate is nonbinding upon the county, but the county is providing the estimate in good faith. Providing an estimated time frame does not relieve a public body from any of the other requirements of this act.

**Reason for Extension:**

1. The county needs to search for, collect, or appropriately examine or review a voluminous amount of separate and distinct public records pursuant to your request. Specifically, the county must:  
\_\_\_\_\_  
\_\_\_\_\_

2. The county needs to collect the requested public records from numerous field offices, facilities, or other establishments that are located apart from the county office. Specifically, the county must coordinate documents from the following locations:  
\_\_\_\_\_  
\_\_\_\_\_

3. Other (describe): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of FOIA Coordinator or designee: _____	Date: _____
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County: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

**Otsego County**  
Otsego County Building  
225 W. Main, Gaylord, MI 49735  
Phone: (989) 731-7520 Fax: (989) 731-7529

Denial Appeal Form

**FOIA Appeal Form—To Appeal a Denial of Records**  
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: \_\_\_\_\_ Date Received: \_\_\_\_\_ Check if received via:  Email  Fax  Other Electronic Method  
Date of This Notice: \_\_\_\_\_ Date delivered to junk/spam folder: \_\_\_\_\_

Name	Phone
Firm/Organization	Fax
Street	Email
City	State Zip

(Please Print or Type) Date discovered in junk/spam folder: \_\_\_\_\_  
Request for:  Copy  Certified copy  Record inspection  Subscription to record issued on regular basis  
Delivery Method:  Will pick up  Will make own copies onsite  Mail to address above  Email to address above  
 Deliver on digital media provided by the county: \_\_\_\_\_

Record(s) You Requested: (Listed here or see attached copy of original request) \_\_\_\_\_

**Reason(s) for Appeal:**

The appeal must identify the reason(s) for the denial. You may use this form or attach additional sheets:

Requestor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Board of Commissioners' Response:**

The county must provide a response within 10 business days after receiving this appeal, including a determination or taking one 10-day extension.

County Extension: We are extending the date to respond to your FOIA fee appeal for no more than 10 business days, until \_\_\_\_\_ (month, day, year). Only one extension may be taken per FOIA appeal.

Unusual circumstances warranting extension: \_\_\_\_\_

If you have any questions regarding this extension, contact: \_\_\_\_\_

**County Determination:**

Denial Reversed  Denial Upheld  Denial Reversed in Part and Upheld in Part

The following previously denied records will be released: \_\_\_\_\_

**Notice of Requestor's Right to Seek Judicial Review**

You are entitled under Section 10 of the Michigan Freedom of Information Act, MCL 15.240, to appeal this denial to the Otsego County Board of Commissioners or to commence an action in the Otsego County 46<sup>th</sup> Circuit Court to compel disclosure of the requested records if you believe they were wrongfully withheld from disclosure. If, after judicial review, the court determines that the county has not complied with MCL 15.235 in making this denial and orders disclosure of all or a portion of a public record, you have the right to receive attorneys' fees and damages as provided in MCL 15.240. (See back of this form for additional information on your rights.)

Signature of FOIA Coordinator: \_\_\_\_\_

Date: \_\_\_\_\_

## FREEDOM OF INFORMATION ACT (EXCERPT)

Act 442 of 1976

15.240.amended Options by requesting person; appeal; actions by public body; receipt of written appeal; judicial review; civil action; venue; de novo proceeding; burden of proof; private view of public record; contempt; assignment of action or appeal for hearing, trial, or argument; attorneys' fees, costs, and disbursements; assessment of award; damages.

Sec. 10.

(1) If a public body makes a final determination to deny all or a portion of a request, the requesting person may do 1 of the following at his or her option:

(a) Submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial.

(b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, the court of claims, to compel the public body's disclosure of the public records within 180 days after a public body's final determination to deny a request.

(2) Within 10 business days after receiving a written appeal pursuant to subsection (1)(a), the head of a public body shall do 1 of the following:

(a) Reverse the disclosure denial.

(b) Issue a written notice to the requesting person upholding the disclosure denial.

(c) Reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part.

(d) Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the head of the public body shall respond to the written appeal. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.

(3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a). If the head of the public body fails to respond to a written appeal pursuant to subsection (2), or if the head of the public body upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action under subsection (1)(b).

(4) In an action commenced under subsection (1)(b), a court that determines a public record is not exempt from disclosure shall order the public body to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located has venue over the action. The court shall determine the matter de novo and the burden is on the public body to sustain its denial. The court, on its own motion, may view the public record in controversy in private before reaching a decision. Failure to comply with an order of the court may be punished as contempt of court.

(5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.

(6) If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under this section, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).

(7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the public body to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

History: 1976, Act 442, Eff. Apr. 13, 1977 ;-- Am. 1978, Act 329, Imd. Eff. July 11, 1978 ;-- Am. 1996, Act 553, Eff. Mar. 31, 1997 ;-- Am. 2014, Act 563, Eff. July 1, 2015.

County: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

**Otsego County**  
Otsego County Building  
225 W. Main, Gaylord, MI 49735  
Phone: (989) 731-7520 Fax: (989) 731-7529

Fee Appeal Form

**FOIA Appeal Form—To Appeal an Excess Fee**  
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, *et seq.*

Request No.: \_\_\_\_\_ Date Received: \_\_\_\_\_ Check if received via:  Email  Fax  Other Electronic Method  
Date of This Notice: \_\_\_\_\_ Date delivered to junk/spam folder: \_\_\_\_\_

Name	Phone
Firm/Organization	Fax
Street	Email
City	State Zip

*(Please Print or Type)* Date discovered in junk/spam folder: \_\_\_\_\_  
Request for:  Copy  Certified copy  Record inspection  Subscription to record issued on regular basis  
Delivery Method:  Will pick up  Will make own copies onsite  Mail to address above  Email to address above  
 Deliver on digital media provided by the county: \_\_\_\_\_

Record(s) You Requested: *(Listed here or see attached copy of original request)* \_\_\_\_\_  
\_\_\_\_\_

**Reason(s) for Appeal:**

The appeal must specifically identify how the required fee(s) exceed the amount permitted. You may use this form or attach additional sheets:  
\_\_\_\_\_  
\_\_\_\_\_

Requestor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Board of Commissioners' Response:**

The county must provide a response within 10 business days after receiving this appeal, including a determination or taking one 10-day extension.

County Extension: We are extending the date to respond to your FOIA fee appeal for no more than 10 business days, until \_\_\_\_\_  
(month, day, year). Only one extension may be taken per FOIA appeal.

Unusual circumstances warranting extension: \_\_\_\_\_  
\_\_\_\_\_

If you have any questions regarding this extension, contact: \_\_\_\_\_

County Determination:  Fee Waived  Fee Reduced  Fee Upheld

Written basis for county determination: \_\_\_\_\_  
\_\_\_\_\_

**Notice of Requestor's Right to Seek Judicial Review**

You are entitled under Section 10a of the Michigan Freedom of Information Act, MCL 15.240a, to appeal a FOIA fee that you believe exceeds the amount permitted under the county's written Procedures and Guidelines to the county board of commissioners or to commence an action in the Otsego County 46<sup>th</sup> Circuit Court for a fee reduction within 45 days after receiving the notice of the required fee or a determination of an appeal to the county board of commissioners. If a civil action is commenced in court, the county is not obligated to complete processing the request until the court resolves the fee dispute. If the court determines that the county required a fee that exceeded the permitted amount, the court shall reduce the fee to a permissible amount. (See back of this form for additional information on your rights.)

Signature of FOIA Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_

FREEDOM OF INFORMATION ACT (EXCERPT)  
Act 442 of 1976

15.240a. *Added Fee in excess of amount permitted under procedures and guidelines or MCL 15.234.*  
Sec. 10a.

(1) If a public body requires a fee that exceeds the amount permitted under its publicly available procedures and guidelines or section 4, the requesting person may do any of the following:

(a) If the public body provides for fee appeals to the head of the public body in its publicly available procedures and guidelines, submit to the head of the public body a written appeal for a fee reduction that specifically states the word "appeal" and identifies how the required fee exceeds the amount permitted under the public body's available procedures and guidelines or section 4.

(b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, in the court of claims, for a fee reduction. The action must be filed within 45 days after receiving the notice of the required fee or a determination of an appeal to the head of a public body. If a civil action is commenced against the public body under this subdivision, the public body is not obligated to complete the processing of the written request for the public record at issue until the court resolves the fee dispute. An action shall not be filed under this subdivision unless 1 of the following applies:

(i) The public body does not provide for appeals under subdivision (a).

(ii) The head of the public body failed to respond to a written appeal as required under subsection (2).

(iii) The head of the public body issued a determination to a written appeal as required under subsection (2).

(2) Within 10 business days after receiving a written appeal under subsection (1)(a), the head of a public body shall do 1 of the following:

(a) Waive the fee.

(b) Reduce the fee and issue a written determination to the requesting person indicating the specific basis under section 4 that supports the remaining fee. The determination shall include a certification from the head of the public body that the statements in the determination are accurate and that the reduced fee amount complies with its publicly available procedures and guidelines and section 4.

(c) Uphold the fee and issue a written determination to the requesting person indicating the specific basis under section 4 that supports the required fee. The determination shall include a certification from the head of the public body that the statements in the determination are accurate and that the fee amount complies with the public body's publicly available procedures and guidelines and section 4.

(d) Issue a notice extending for not more than 10 business days the period during which the head of the public body must respond to the written appeal. The notice of extension shall include a detailed reason or reasons why the extension is necessary. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.

(3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a).

(4) In an action commenced under subsection (1)(b), a court that determines the public body required a fee that exceeds the amount permitted under its publicly available procedures and guidelines or section 4 shall reduce the fee to a permissible amount. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located. The court shall determine the matter de novo, and the burden is on the public body to establish that the required fee complies with its publicly available procedures and guidelines and section 4. Failure to comply with an order of the court may be punished as contempt of court.

(5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.

(6) If the requesting person prevails in an action commenced under this section by receiving a reduction of 50% or more of the total fee, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).

(7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by charging an excessive fee, the court shall order the public body to pay a civil fine of \$500.00, which shall be deposited in the general fund of the state treasury. The court may also award, in addition to any actual or compensatory damages, punitive damages in the amount of \$500.00 to the person seeking the fee reduction. The fine and any damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

(8) As used in this section, "fee" means the total fee or any component of the total fee calculated under section 4, including any deposit.

History: Add. 2014, Act 563, Iff. July 1, 2016

County: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

**Otsego County**  
Otsego County Building  
225 W. Main, Gaylord, MI 49735  
Phone: (989) 731-7520 Fax: (989) 731-7529

Denial Form

**Notice of Denial of FOIA Request**  
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: \_\_\_\_\_ Date Received: \_\_\_\_\_ Check If received via:  Email  Fax  Other Electronic Method  
Date of This Notice: \_\_\_\_\_ Date delivered to junk/spam folder: \_\_\_\_\_

Name	Phone
Firm/Organization	Fax
Street	Email
City	State Zip

(Please Print or Type) Date discovered in junk/spam folder: \_\_\_\_\_  
Request for:  Copy  Certified copy  Record inspection  Subscription to record issued on regular basis

Delivery Method:  Will pick up  Will make own copies onsite  Mail to address above  Email to address above  
 Deliver on digital media provided by the county: \_\_\_\_\_

Record(s) You Requested: (Listed here or see attached copy of original request) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All OR  Part of your request for records has been denied. Please refer to this form for an explanation. If you have any questions regarding this denial, contact \_\_\_\_\_ at \_\_\_\_\_

**Reason for Denial:**

1. Exempt from Disclosure: This item is exempt from disclosure under FOIA Section 13, Subsection \_\_\_\_\_ (insert number), because: \_\_\_\_\_  
\_\_\_\_\_

2. Record Does Not Exist: This item does not exist under the name provided in your request or by another name reasonably known to the county. A certificate that the public record does not exist under the name given is attached. If you believe this record does exist, provide a description that will enable us to locate the record: \_\_\_\_\_

3. Redaction: A portion of the requested record had to be separated or deleted (redacted) as it is exempt under FOIA Section 13, Subsection \_\_\_\_\_ (insert number), because: \_\_\_\_\_

A brief description of the information that had to be separated or deleted: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Notice of Requestor's Right to Seek Judicial Review**

You are entitled under Section 10 of the Michigan Freedom of Information Act, MCL 15.240, to appeal this denial to the Otsego County Board of Commissioners or to commence an action in the Otsego County 46<sup>th</sup> Circuit Court to compel disclosure of the requested records if you believe they were wrongfully withheld from disclosure. If, after judicial review, the court determines that the county has not complied with MCL 15.235 in making this denial and orders disclosure of all or a portion of a public record, you have the right to receive attorneys' fees and damages as provided in MCL 15.240. (See back of this form for additional information on your rights.)

Signature of FOIA Coordinator: \_\_\_\_\_

Date: \_\_\_\_\_

FREEDOM OF INFORMATION ACT (EXCERPT)

Act 442 of 1976

15.240.amended Options by requesting person; appeal; actions by public body; receipt of written appeal; judicial review; civil action; venue; de novo proceeding; burden of proof; private view of public record; contempt; assignment of action or appeal for hearing, trial, or argument; attorneys' fees, costs, and disbursements; assessment of award; damages.

Sec. 10.

(1) If a public body makes a final determination to deny all or a portion of a request, the requesting person may do 1 of the following at his or her option:

(a) Submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial.

(b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, the court of claims, to compel the public body's disclosure of the public records within 180 days after a public body's final determination to deny a request.

(2) Within 10 business days after receiving a written appeal pursuant to subsection (1)(a), the head of a public body shall do 1 of the following:

(a) Reverse the disclosure denial.

(b) Issue a written notice to the requesting person upholding the disclosure denial.

(c) Reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part.

(d) Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the head of the public body shall respond to the written appeal. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.

(3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a). If the head of the public body fails to respond to a written appeal pursuant to subsection (2), or if the head of the public body upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action under subsection (1)(b).

(4) In an action commenced under subsection (1)(b), a court that determines a public record is not exempt from disclosure shall order the public body to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located has venue over the action. The court shall determine the matter de novo and the burden is on the public body to sustain its denial. The court, on its own motion, may view the public record in controversy in private before reaching a decision. Failure to comply with an order of the court may be punished as contempt of court.

(5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.

(6) If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under this section, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).

(7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the public body to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

History: 1976, Act 442, Eff. Apr. 13, 1977 ;-- Am. 1978, Act 329, Imd. Eff. July 11, 1978 ;-- Am. 1996, Act 553, Eff. Mar. 31, 1997 ;-- Am. 2014, Act 563, Eff. July 1, 2015



**Records Located on Website**

If the county directly or indirectly administers or maintains an official Internet presence, any public records available to the general public on that internet site at the time the request is made are exempt from any labor charges to redact (separate exempt information from non-exempt information).

If the FOIA coordinator knows or has reason to know that all or a portion of the requested information is available on its website, the county must notify the requestor in its written response that all or a portion of the requested information is available on its website. The written response, to the degree practicable in the specific instance, must include a specific webpage address where the requested information is available. On the detailed cost itemization form, the county must separate the requested public records that are available on its website from those that are not available on the website and must inform the requestor of the additional charge to receive copies of the public records that are available on its website.

If the county has included the website address for a record in its written response to the requestor and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or other form, including digital media, the county must provide the public records in the specified format (if the county has the technological capability) but may use a fringe benefit multiplier greater than the 50%, not to exceed the actual costs of providing the information in the specified format.

**Request for Copies/Duplication of Records on County Website**

I hereby stipulate that, even if some or all of the records are located on a county website, I am requesting that the county make copies of those records on the website and deliver them to me in the format I have requested above. I understand that some FOIA fees may apply.

Requestor's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Overtime Labor Costs**

Overtime wages shall not be included in the calculation of labor costs unless overtime is specifically stipulated by the requestor and clearly noted on the detailed cost itemization form.

**Consent to Overtime Labor Costs**

I hereby agree and stipulate to the county using overtime wages in calculating the following labor costs as itemized in the following categories:

- 1.  Labor to copy/duplicate
- 2.  Labor to locate
- 3a.  Labor to redact
- 3b.  Contract labor to redact
- 6b.  Labor to copy/duplicate records already on county's website

Requestor's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Request for Discount: Indigence**

A public record search must be made and a copy of a public record must be furnished without charge for the first \$20.00 of the fee for each request by an individual who is entitled to information under the FOIA and who:

- 1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, OR
- 2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.

If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if ANY of the following apply:

- (i) The individual has previously received discounted copies of public records from the County twice during that calendar year,
- (ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.

Office Use:  Affidavit Received  Eligible for Discount  Ineligible for Discount

I am submitting an affidavit and requesting that I receive the discount for indigence for this FOIA request: \_\_\_\_\_ Date: \_\_\_\_\_

Requestor's Signature: \_\_\_\_\_

**Request for Discount: Nonprofit Organization**

A public record search must be made and a copy of a public record must be furnished without charge for the first \$20.00 of the fee for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection and Advocacy for Individuals with Mental Illness Act, if the request meets ALL of the following requirements:

- (i) Is made directly on behalf of the organization or its clients.
- (ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931.
- (iii) Is accompanied by documentation of its designation by the state, if requested by the county.

Office Use:  Documentation of State Designation Received  Eligible for Discount  Ineligible for Discount

I stipulate that I am a designated agent for the nonprofit organization making this FOIA request and that this request is made directly on behalf of the organization or its clients and is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931:

Date:

Requestor's Signature:

County: Keep original and provide copies of both sides of each sheet, along with Public Summary, to requestor at no charge.

**Otsego County**  
 Otsego County Building  
 225 W. Main, Gaylord, MI 49735  
 Phone: (989) 731-7520 Fax: (989) 731-7529

Detailed Cost Itemization

**Freedom of Information Act Request Detailed Cost Itemization**

Date: \_\_\_\_\_ Prepared for Request No.: \_\_\_\_\_ Date Request Received: \_\_\_\_\_

<p>The following costs are being charged in compliance with Section 4 of the Michigan Freedom of Information Act, MCL 15.234, according to the county's FOIA Policies and Guidelines.</p>			
<p><b>1. Labor Cost for Copying / Duplication</b></p> <p>This is the cost of labor directly associated with duplication of publication, including making paper copies, making digital copies, or transferring digital public records to be given to the requestor on non-paper physical media or through the Internet or other electronic means as stipulated by the requestor.</p> <p>This shall not be more than the hourly wage of the county's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor.</p> <p>These costs will be estimated and charged in 15-minute time increments as set by the county board of commissioners; all partial time increments must be rounded down. <i>If the number of minutes is less than 15,, there is no charge.</i></p> <p>Hourly Wage Charged: \$ _____ Charge per Increment: \$ _____  <u>OR</u>          Hourly Wage with Fringe Benefit Cost: \$ _____ <u>OR</u>          Multiply the hourly wage by the percentage multiplier: _____%          (up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.          Charge per Increment: \$ _____</p> <p><input type="checkbox"/> Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)</p>		<p>To figure the number of increments, take the number of minutes: _____, divide by _____-minute increments, and round down.          Enter below:</p> <p>Number of increments</p> <p>x _____ = \$ _____</p>	<p>1.          Labor Cost</p> <p>\$ _____</p>

**2. Labor Cost to Locate:**

This is the cost of labor directly associated with the necessary searching for, locating, and examining public records in conjunction with receiving and fulfilling a granted written request. This fee is being charged because failure to do so will result in unreasonably high costs to the county that are excessive and beyond the normal or usual amount for those services compared to the county's usual FOIA requests, because of the nature of the request in this particular instance, specifically: \_\_\_\_\_

The county will not charge more than the hourly wage of its lowest-paid employee capable of searching for, locating, and examining the public records in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in 15-minute time increments; all partial time increments must be rounded down. If the number of minutes is less than 15, there is no charge.

Hourly Wage Charged: \$ \_\_\_\_\_ Charge per Increment: \$ \_\_\_\_\_

OR

Hourly Wage with Fringe Benefit Cost: \$ \_\_\_\_\_ OR

Multiply the hourly wage by the percentage multiplier: \_\_\_\_\_% (up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.

Charge per Increment: \$ \_\_\_\_\_

Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)

To figure the number of increments, take the number of minutes: \_\_\_\_\_, divide by \_\_\_\_\_-minute increments, and round down. Enter below:

Number of increments x \_\_\_\_\_ = 2. Labor Cost \$ \_\_\_\_\_

**3a. Employee Labor Cost for Separating Exempt from Non-Exempt (Redacting):**

(Fill this out if using a county employee. If contracted, use No. 3b Instead).

The county will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to the county that are excessive and beyond the normal or usual amount for those services compared to the county's usual FOIA requests, because of the nature of the request in this particular instance, specifically: \_\_\_\_\_

This is the cost of labor of a county employee, including necessary review, directly associated with separating and deleting exempt from nonexempt information. This shall not be more than the hourly wage of the county's lowest-paid employee capable of separating and deleting exempt from nonexempt information in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in 15-minute time increments; all partial time increments must be rounded down. If the number of minutes is less than 15, there is no charge.

Hourly Wage Charged: \$ \_\_\_\_\_ Charge per Increment: \$ \_\_\_\_\_

OR

Hourly Wage with Fringe Benefit Cost: \$ \_\_\_\_\_ OR

Multiply the hourly wage by the percentage multiplier: \_\_\_\_\_% (up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.

Charge per Increment: \$ \_\_\_\_\_

Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)

To figure the number of increments, take the number of minutes: \_\_\_\_\_, divide by \_\_\_\_\_-minute increments, and round down. Enter below:

Number of increments x \_\_\_\_\_ = 3a. Labor Cost \$ \_\_\_\_\_

**3b. Contracted Labor Cost for Separating Exempt from Non-Exempt (Redacting):**

*(Fill this out if using a contractor, such as the attorney. If using in-house employee, use No. 3a instead.)*

The county will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to the county that are excessive and beyond the normal or usual amount for those services compared to the county's usual FOIA requests, because of the nature of the request in this particular instance, specifically: \_\_\_\_\_

As this county does not employ a person capable of separating exempt from non-exempt information in this particular instance, as determined by the FOIA Coordinator, this is the cost of labor of a contractor (i.e.: outside attorney), including necessary review, directly associated with separating and deploting exempt information from nonexempt information. This shall not exceed an amount equal to 6 times the state minimum hourly wage rate of \$8.15.

Name of contracted person or firm: \_\_\_\_\_

These costs will be estimated and charged in 15-minute time increments; all partial time increments must be rounded down. If the number of minutes is less than 15, there is no charge.

Hourly Cost Charged: \$ \_\_\_\_\_ Charge per increment: \$ \_\_\_\_\_

To figure the number of increments, take the number of minutes: \_\_\_\_\_, divide by \_\_\_\_\_-minute increments, and round down to: \_\_\_\_\_ increments. Enter below:

Number of Increments: \_\_\_\_\_  
 x \_\_\_\_\_ = \$ \_\_\_\_\_  
 3b. Labor Cost

**4. Copying / Duplication Cost:**

Copying costs may be charged if a copy of a public record is requested, or for the necessary copying of a record for inspection (for example, to allow for blacking out of exempt information, to protect old or delicate original records, or because the original record is a digital file or database not available for public inspection).

No more than the actual cost of a sheet of paper, up to maximum 10 cents per sheet for:

- Letter (8 1/2 x 11-inch, single and double-sided): \_\_\_\_\_ cents per sheet
- Legal (8 1/2 x 14-inch, single and double-sided): \_\_\_\_\_ cents per sheet

No more than the actual cost of a sheet of paper for other paper sizes:

- Other paper sizes (single and double-sided): \_\_\_\_\_ cents / dollars per sheet

Actual and most reasonably economical cost of non-paper physical digital media:

- Circle applicable: Disc / Tape / Drive / Other Digital Medium Cost per item: \_\_\_\_\_

The cost of paper copies must be calculated as a total cost per sheet of paper. The fee cannot exceed 10 cents per sheet of paper for copies of public records made on 8-1/2- by 11-inch paper or 8-1/2- by 14-inch paper. A county must utilize the most economical means available for making copies of public records, including using double-sided printing, if cost saving and available.

Number of Sheets: \_\_\_\_\_  
 x \_\_\_\_\_ = \$ \_\_\_\_\_  
 x \_\_\_\_\_ = \$ \_\_\_\_\_  
 x \_\_\_\_\_ = \$ \_\_\_\_\_  
 No. of Items: \_\_\_\_\_  
 x \_\_\_\_\_ = \$ \_\_\_\_\_

4. Total Copy Cost  
 \$ \_\_\_\_\_

**5. Mailing Cost:**

The county will charge the actual cost of mailing, if any, for sending records in a reasonably economical and justifiable manner. Delivery confirmation is not required.

- The county *may* charge for the least expensive form of postal delivery confirmation.
- The county *cannot* charge more for expedited shipping or insurance unless specifically requested by the requestor.\*

Actual Cost of Envelope or Packaging: \$ \_\_\_\_\_

Actual Cost of Postage: \$ \_\_\_\_\_ per stamp  
 \$ \_\_\_\_\_ per pound  
 \$ \_\_\_\_\_ per package

Actual Cost (least expensive) Postal Delivery Confirmation: \$ \_\_\_\_\_

\*Expedited Shipping or Insurance as Requested: \$ \_\_\_\_\_

\* Requestor has requested expedited shipping or insurance

Number of Envelopes or Packages:	Costs:
X _____ =	\$ _____
<b>5. Total Mailing Cost</b>	
\$ _____	

**6a. Copying/Duplicating Cost for Records Already on County's Website:**

If the public body has included the website address for a record in its written response to the requestor, and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or non-paper physical digital media, the county will provide the public records in the specified format and may charge copying costs to provide those copies.

No more than the actual cost of a sheet of paper, up to maximum 10 cents per sheet for:

- Letter (8 1/2 x 11-inch, single and double-sided): \_\_\_\_\_ cents per sheet
- Legal (8 1/2 x 14-inch, single and double-sided): \_\_\_\_\_ cents per sheet

No more than the actual cost of a sheet of paper for other paper sizes:

- Other paper sizes (single and double-sided): \_\_\_\_\_ cents / dollars per sheet

Actual and most reasonably economical cost of non-paper physical digital media:

- Circle applicable: Disc / Tape / Drive / Other Digital Medium Cost per Item: \_\_\_\_\_

Requestor has stipulated that some / all of the requested records that are already available on the county's website be provided in a paper or non-paper physical digital medium.

Number of Sheets:	Costs:
X _____ =	\$ _____
X _____ =	\$ _____
X _____ =	\$ _____
<b>No. of Items:</b>	
X _____ =	\$ _____
<b>6a. Web Copy Cost</b>	
\$ _____	

**6b. Labor Cost for Copying/Duplicating Records Already on County's Website:**

This shall not be more than the hourly wage of the county's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor. These costs will be estimated and charged in 15-minute time increments; all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Wage Charged: \$ \_\_\_\_\_

Charge per Increment: \$ \_\_\_\_\_

OR

Hourly Wage with Fringe Benefit Cost: \$ \_\_\_\_\_

OR

Multiply the hourly wage by the percentage multiplier: \_\_\_\_\_%

Charge per Increment: \$ \_\_\_\_\_

and add to the hourly wage for a total per hour rate. The county may use a fringe benefit multiplier greater than the 50% limitation, not to exceed the actual costs of providing the information in the specified format.

To figure the number of increments, take the number of minutes; \_\_\_\_\_, divide by \_\_\_\_\_-minute increments, and round down. Enter below:

Number of Increments  
x \_\_\_\_\_ = \$ \_\_\_\_\_

6b. Web Labor Cost

Overtime rate charged as stipulated by Requestor

**6c. Mailing Cost for Records Already on County's Website:**

Actual Cost of Envelope or Packaging: \$ \_\_\_\_\_

Number: x \_\_\_\_\_ = \$ \_\_\_\_\_

Actual Cost of Postage: \$ \_\_\_\_\_ per stamp / per pound / per package

x \_\_\_\_\_ = \$ \_\_\_\_\_

Actual Cost (least expensive) Postal Delivery Confirmation: \$ \_\_\_\_\_

x \_\_\_\_\_ = \$ \_\_\_\_\_

\*Expedited Shipping or Insurance as Requested: \$ \_\_\_\_\_

x \_\_\_\_\_ = \$ \_\_\_\_\_

6c. Web Mailing Cost

\* Requestor has requested expedited shipping or insurance

\$ \_\_\_\_\_

**Subtotal Fees Before Waivers, Discounts or Deposits:**

- Cost estimate
- Bill

Estimated Time Frame to Provide Records:

\_\_\_\_\_ (days or date)

The time frame estimate is nonbinding upon the county, but the county is providing the estimate in good faith. Providing an estimated time frame does not relieve the county from any of the other requirements of this act.

- 1. Labor Cost for Copying: \$ \_\_\_\_\_
- 2. Labor Cost to Locate: \$ \_\_\_\_\_
- 3a. Labor Cost to Redact: \$ \_\_\_\_\_
- 3b. Contract Labor Cost to Redact: \$ \_\_\_\_\_
- 4. Copying/Duplication Cost: \$ \_\_\_\_\_
- 5. Mailing Cost: \$ \_\_\_\_\_
- 6a. Copying/Duplication of Records on Website: \$ \_\_\_\_\_
- 6b. Labor Cost for Copying Records on Website: \$ \_\_\_\_\_
- 6c. Mailing Costs for Records on Website: \$ \_\_\_\_\_

Subtotal Fees: \$ \_\_\_\_\_

<p><b>Waiver: <u>Public Interest</u></b>  A search for a public record may be conducted or copies of public records may be furnished without charge or at a reduced charge if the county determines that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public record can be considered as primarily benefiting the general public.</p> <p><input type="checkbox"/> All fees are waived <b>OR</b> <input type="checkbox"/> All fees are reduced by: _____%</p>	<p>Subtotal Fees After Waiver:</p>	<p>\$ _____</p>
<p><b>Discount: <u>Indigence</u></b>  A public record search must be made and a copy of a public record must be furnished without charge for the first \$20.00 of the fee for each request by an individual who is entitled to information under this act and who:</p> <p>1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, OR</p> <p>2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.</p> <p>If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if ANY of the following apply:</p> <p>(i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year, OR</p> <p>(ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.</p> <p><input type="checkbox"/> Eligible for Indigence Discount</p>	<p>Subtotal Fees After Discount (subtract \$20):</p>	<p>\$ _____</p>
<p><b>Discount: <u>Nonprofit Organization</u></b>  A public record search must be made and a copy of a public record must be furnished without charge for the first \$20.00 of the fee for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the federal Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the federal Protection and Advocacy for Individuals with Mental Illness Act, if the request meets ALL of the following requirements:</p> <p>(i) Is made directly on behalf of the organization or its clients.</p> <p>(ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Michigan Mental Health Code, 1974 PA 258, MCL 330.1931.</p> <p>(iii) Is accompanied by documentation of its designation by the state, if requested by the county.</p> <p><input type="checkbox"/> Eligible for Nonprofit Discount</p>	<p>Subtotal Fees After Discount (subtract \$20):</p>	<p>\$ _____</p>
<p><b>Deposit: <u>Good Faith</u></b>  The county may require a good-faith deposit before providing the public records to the requestor if the entire fee estimate or charge authorized under this section exceeds \$50.00, based on a good-faith calculation of the total fee. The deposit cannot exceed 1/2 of the total estimated fee. Percent of Deposit: _____%</p>	<p>Date Paid:</p> <p>_____</p>	<p>Deposit Amount Required:</p> <p>\$ _____</p>

<p><b>Deposit: Increased Deposit Due to Previous FOIA Fees Not Paid In Full</b>  After a county has granted and fulfilled a written request from an individual under this act, if the county has not been paid in full the total amount of fees for the copies of public records that the county made available to the individual as a result of that written request, the county may require an increased estimated fee deposit of up to 100% of the estimated fee <u>before it begins a full public record search</u> for any subsequent written request from that individual if ALL of the following apply:</p> <p>(a) The final fee for the prior written request was not more than 105% of the estimated fee.  (b) The public records made available contained the information being sought in the prior written request and are still in the county's possession.  (c) The public records were made available to the individual, subject to payment, within the best effort estimated time frame given for the previous request.  (d) Ninety (90) days have passed since the county notified the individual in writing that the public records were available for pickup or mailing.  (e) The individual is unable to show proof of prior payment to the county.  (f) The county calculates a detailed itemization, as required under MCL 15.234, that is the basis for the current written request's increased estimated fee deposit.</p> <p>A county can no longer require an increased estimated fee deposit from an individual if ANY of the following apply:</p> <p>(a) The individual is able to show proof of prior payment in full to the county, OR  (b) The county is subsequently paid in full for the applicable prior written request, OR  (c) Three hundred sixty-five (365) days have passed since the individual made the written request for which full payment was not remitted to the county.</p>	<p>Date Paid: _____</p>	<p>Percent Deposit Required: _____ %</p> <p>Deposit Required: \$ _____</p>
<p><b>Late Response Labor Costs Reduction</b>  If the county does not respond to a written request in a timely manner as required under MCL 15.235(2), the county must do the following:</p> <p>(a) Reduce the charges for labor costs otherwise permitted by 5% for each day the county exceeds the time permitted for a response to the request, with a maximum 50% reduction, if EITHER of the following applies:</p> <p>(i) The late response was willful and intentional, OR</p> <p>(ii) The written request included language that conveyed a request for information within the first 250 words of the body of a letter, facsimile, electronic mail, or electronic mail attachment, or specifically included the words, characters, or abbreviations for "freedom of information," "information," "FOIA," "copy", or a recognizable misspelling of such, or appropriate legal code reference for this act, on the front of an envelope, or in the subject line of an electronic mail, letter, or facsimile cover page.</p>	<p>Number of Days Over Required Response Time: _____</p> <p>Multiply by 5%</p> <p>= Total Percent Reduction: _____</p>	<p>Total Labor Costs \$ _____</p> <p>Minus Reduction \$ _____</p> <p>= Reduced Total Labor Costs \$ _____</p>
<p>The Public Summary of the county's FOIA Procedures and Guidelines is available free of charge from:  Website: <a href="http://www.otssegocountymi.gov">www.otssegocountymi.gov</a>      Email: <a href="mailto:jburl@otssegocountymi.gov">jburl@otssegocountymi.gov</a> or <a href="mailto:spremo@otssegocountymi.gov">spremo@otssegocountymi.gov</a>  Phone: (989) 731-7520      Address: 225 W. Main, Gaylord, MI 49735</p> <p style="text-align: center;"><b>Request Will Be Processed,  But Balance Must Be Paid Before Copies May Be Picked Up, Delivered or Mailed</b></p>	<p>Date Paid: _____</p>	<p>Total Balance Due: \$ _____</p>



June 23, 2015  
Agenda

## **Agenda Questions**

Questions concerning anything on the Board of Commissioners agenda can be directed in advance by calling John Burt at 989-731-7520 or via email at [jburt@otsegocountymi.gov](mailto:jburt@otsegocountymi.gov), or during the Board meeting.

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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  OCR 15-22 Mortgage Discharge (Natter)	<b>AGENDA DATE:</b>  June 23, 2015
<b>AGENDA PLACEMENT:</b>  Consent Agenda, Item A.	<b>ACTION REQUESTED:</b>  Adoption of Resolution
<b>STAFF CONTACT(S):</b>  Marlene Hopp, Housing Director	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

This resolution is for the discharge of the mortgage paid off by Hubert and Diana Natter.

As a matter of process, the County issues resolutions to discharge mortgages once payment to the County is completed.

**RECOMMENDATION:**

Staff requests Board adoption of the proposed resolution OCR 15-22.

**RESOLUTION NO. OCR 15-22**  
**AUTHORIZING RESOLUTION**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
June 23, 2015

**WHEREAS**, the Otsego County Board of Commissioners is the owner of a property located at 252 West Main Street, Gaylord, Michigan 49735 and has a mortgage recorded in the office of the Register of Deeds for Otsego County Michigan, in Liber 1231, Pages 420-423 in the name Hubert Natter and Diana Natter, husband and wife and

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

**RESOLVED**, that Otsego County hereby issues a DISCHARGE OF MORTGAGE to Hubert Natter and Diana Natter, husband and wife, and be it further

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

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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  OCR 15-23 Mortgage Discharge (Sefton)	<b>AGENDA DATE:</b>  June 23, 2015
<b>AGENDA PLACEMENT:</b>  Consent Agenda, Item B.	<b>ACTION REQUESTED:</b>  Adoption of Resolution
<b>STAFF CONTACT(S):</b>  Marlene Hopp, Housing Director	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

This resolution is for the discharge of the mortgage paid off by Samuel and Natalie Sefton.

As a matter of process, the County issues resolutions to discharge mortgages once payment to the County is completed.

**RECOMMENDATION:**

Staff requests Board adoption of the proposed resolution OCR 15-23.

**RESOLUTION NO. OCR 15-23**  
**AUTHORIZING RESOLUTION**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
June 23, 2015

**WHEREAS**, the Otsego County Board of Commissioners is the owner of a property located at 7383 Wausau Trail, Gaylord, Michigan 49735 and has a mortgage recorded in the office of the Register of Deeds for Otsego County Michigan, in Liber 1162, Pages 504-517 in the name Samuel M. Sefton and Natalie L. Sefton, husband and wife and

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

**RESOLVED**, that Otsego County hereby issues a DISCHARGE OF MORTGAGE to Samuel M. Sefton and Natalie L. Sefton, husband and wife, and be it further

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

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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  Personnel Committee Recommendations Parks and Recreation Policy	<b>AGENDA DATE:</b>  June 23, 2015
<b>AGENDA PLACEMENT:</b>  Consent Agenda, Item C, 1.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  John Burt, County Administrator	<b>ATTORNEY REVIEW:</b>  Yes

**BACKGROUND/DISCUSSION:**

The Parks and Recreation Department is a regular Department of the County. The intent of this new policy is to pull together rules from existing County policies, law, and contractual agreements, to better clarify rules and operations within the Parks and Recreation Department.

The policy has been reviewed and approved by the County Attorney.

**RECOMMENDATION:**

Staff requests Board approval of the Parks and Recreation Policy.



## Parks and Recreation Policy

### PURPOSE

The purpose of this policy is to define the process and procedures involved with the management and funding of the Otsego County Parks and Recreation department.

### POLICY

#### 1. General

- a. The County Administrator shall have direct oversight and supervision over the position of Parks and Recreation Director, including, the responsibility of hiring and termination.
- b. The Parks and Recreation Director shall have the following duties:
  - i. Oversight and supervision over all other Parks and Recreation employees including the responsibility of hiring and termination.
  - ii. Serve as staff to the Parks and Recreation Commission.
  - iii. Establish Department procedures.
  - iv. Recommend policies to the Parks and Recreation Commission.
  - v. Preparation of draft budgets for the Parks & Recreation Commission.
  - vi. Approval of budget amendments not involving personnel line items or a reduction of fund balance, and those that involve only one budget.
  - vii. Approval of purchases up to \$500 if authorized in the budget.
  - viii. Uphold all financial practices and policies of the County and be responsible for protecting all incoming funds by adhering to a strong internal control system as well as physically safeguarding all monies collected.
- c. The Parks and Recreation Commission shall have the following duties:
  - i. General caretaking of parks buildings and grounds in conjunction with the County Administrator and Board of Commissioners.

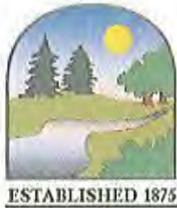
- ii. General oversight of adopted budget in conjunction with the Parks and Recreation Director.
  - iii. Recommend budgets to the County Administrator and the Board of Commissioners.
  - iv. Recommend budget amendments to the County Administrator and the Board of Commissioners.
  - v. Approval of Parks and Rec Policies that do not contradict Board Policies with Administration Department review and approval.
  - vi. Recommend fee changes to the County Administrator and the Board of Commissioners.
  - vii. The Parks and Recreation Commission does not have direct oversight over any County employee.
  - viii. Uphold all financial practices and policies of the County and be responsible for protecting all incoming funds by adhering to a strong internal control system as well as physically safeguarding all monies collected.
- d. The County Administrator shall have the following duties as it relates to Parks and Recreation:
- i. Direct oversight and supervision of the Parks and Recreation Director position including the responsibility of hiring and termination.
  - ii. Reviews and recommend changes to countywide policies prior to discussion by the Board of Commissioners.
  - iii. Approval of Department-level policies.
  - iv. Reviews and make changes to recommended budgets prior to Budget & Finance Committee review and Board of Commissioners approval.
  - v. Supervise and control over all County buildings and grounds on behalf of the Board of Commissioners including approval and management of capital projects.
  - vi. As Chief Financial Officer of the County, the Administrator, in conjunction with the Finance Director, shall establish, review, and make changes to procedures and policies regarding the financial practices of all County departments.
- e. The County Board of Commissioners shall have the following duties as it relates to Parks and Recreation:
- i. Approval of budgets.
  - ii. Approval of any budget amendments involving multiple funds, changes to fund balance, or personnel line items.

- iii. Approval of changes to staff positions and the addition of new staff positions.
- iv. Approval and revision of policies.
- v. Approval of all fees.
- vi. Approval of all new contracts, and renewal of contracts with significant changes.
- vii. Approval of grants with funding match requirements.

## 2. Louis M. Groen Nature Preserve

- a. All revenues from the Louis M. Groen Charitable Trust, as well as revenues from other sources related to the Louis M. Groen Nature preserve, shall be deposited in the Groen Nature Preserve Funds.
- b. The Groen Visioning Committee shall provide input and recommendations concerning long-range planning for the Preserve.
- c. Plans for new construction, or for repairs/alterations over \$200,000 must be presented to the Otsego County Planning Commission for input and recommendations.
- d. The Parks and Recreation Department, including its Director and Commission, shall have general oversight over expenditures from the Groen Nature Preserve Fund, subject to County Policies. Capital outlay expenditures shall be approved by the County Administrator.
- e. General management of the Louis M. Groen Nature Preserve shall be under the general direction of the Parks and Recreation Director and the Commission, subject to County Policies. The County Administrator has supervision and control over all County buildings and grounds including approval and management of capital projects.
- f. Policies related to the Nature Preserve must be approved by the County Administrator with input from the Parks and Recreation Commission.

This policy incorporates and replaces the previously approved Louis M. Groen Nature Preserve Policy.



*Otsego*  
**COUNTY**  
M I C H I G A N

**Otsego County  
Personnel Committee Minutes  
June 10, 2015**

A meeting of the Otsego County Personnel Committee was held on Wednesday, June 10, 2015, in Room 100 of the County Building. Paul Liss called the meeting to order at 11:04p.m.

PRESENT: Paul Liss, Doug Johnson, Ken Borton, John Burt  
ABSENT: None  
OTHERS: Trisha Adam, Erma Backenstose

Motion by Ken Borton to approve the Parks and Recreation Policy. Second by Doug Johnson. Ayes: Unanimous Nays: None. Motion carried.

Motion by Doug Johnson to approve the updated Board / Commission / Committee Appointment Policy. Second by Ken Borton. Ayes: Unanimous Nays: None. Motion carried.

Motion by Ken Borton to approve the salaried employee payroll clarification wording for the Employee Handbook. Second by Ken Borton. Ayes: Unanimous Nays: None. Motion carried.

Motion by Ken Borton to approve the request from Melissa Fitzgerald, Animal Control Director, to carry her personal firearm on after hours calls. Second by Doug Johnson. Ayes: Unanimous Nays: None. Motion carried.

Meeting adjourned at 11:23p.m. by call of the Chair.

Submitted by: Trisha Adam, HR Director

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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  Personnel Committee Recommendations Board/Commission/Committee Appointment Policy Update	<b>AGENDA DATE:</b>  June 23, 2015
<b>AGENDA PLACEMENT:</b>  Consent Agenda, Item C, 2.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  John Burt, County Administrator	<b>ATTORNEY REVIEW:</b>  Yes

**BACKGROUND/DISCUSSION:**

The existing Board/Commission/Committee Appointment Policy contains procedures for appointing and removing Board, Commission, and Committee members by the Board of Commissioners.

The major change to the policy is to only require a majority vote of the Board of Commissioners to remove an appointee to Board, Commission, or Committees. The policy has been reviewed and approved by the County Attorney.

**RECOMMENDATION:**

Staff requests Board approval of the updated Board/Commission/Committee Appointment Policy.



## Board / Commission / Committee Appointment Policy

### PURPOSE

Boards, Commissions and Committees (Committees) are created, either through mandate or the will of the Otsego County Board of Commissioners, to aid them in the policy development and decision-making process. It is the intent of the Board to solicit public interest and to establish a fair and equitable procedure for appointments, reappointments or replacement of members to County Committees.

### POLICY

1. The term of office for all appointments to committees shall begin on January 1, except as otherwise required by law.
2. County Commissioners may be appointed to serve on committees where such service is not prohibited by law or is mandated by law. Commissioners appointed to serve on committees shall be appointed annually and shall be deemed to serve by virtue of their position as County Commissioner. For such Commissioners, such appointment shall continue only so long as the Commissioner continues in office. At the point a Commissioner so appointed vacates the office of County Commissioner, all appointments enjoyed by virtue of that office shall also terminate.
3. Open positions, including openings due to term expirations or mid-term resignations, on committees shall be posted on the County's website for a period of four weeks prior to the Board of Commissioners taking action on a position. Such postings will list the deadline for applying for open positions. ~~Open positions will also be announced at a regular County Board meeting, four weeks prior to the Board of Commissioners taking action on a position.~~
4. Citizens who are already serving on a committee, and whose terms are expiring will be notified of the expiration of their term approximately six weeks prior to the date of term expiration. They will be required to submit a letter of interest as to whether or not they wish to continue serving on said board. If a letter is not received from the individual whose term is expiring, it will be assumed that the individual no longer wishes to serve on this committee.
5. Vacancies prior to the expiration of a term will be viewed as new appointments and the procedure outline in item 3 will be followed. The appointment of a position due to a mid-term opening will be for the remainder of the original term. All resignations should be submitted in writing to the Board of Commissioners.

6. All applications received prior to the established deadline will be forwarded to the respective committee to review for recommendation to the Board of County Commissioners. Applications received after the deadline, but before the position is filled, may be considered at the Board of Commissioner's discretion. The Board will consider the committee's recommendation and appoint an individual to serve on the committee. All appointees must be residents and registered voters in Otsego County prior to the time the appointment is made. An exception to the residency requirement may be given in the case when no County resident could be found at the time of the initial appointment to the open position. The residency requirement will be waived for additional terms for individuals appointed in these circumstances.
7. After the appointment is made, all individuals who submitted applications will receive notification from the County Administrator's office advising whether or not they were selected for the particular position for which they indicated an interest.
8. Alternate County committee members, where alternate membership slots are provided, shall be appointed in the same manner as set forth in this policy.
9. All members appointed by the Board to serve on various committees are expected to attend each and every meeting of the committee. If a member is absent from three or more meetings of the committee in a calendar year, the Board of County Commissioners may consider removal of such members.
10. A member appointed by the Board to serve on a committee may be removed by the Board for any reason via a majority vote of the Board. ~~for misfeasance, malfeasance, or nonfeasance in office upon written charges and after a public hearing. Failure of a member to disqualify himself or herself from a vote in which the member has a conflict of interest constitutes malfeasance in office. For the purposes of this policy, the following definitions shall be used:~~
  - ~~Misfeasance: Improper and unlawful execution of an act that in itself is lawful and proper.~~
  - ~~Malfeasance: The commission of a wrongful or illegal act.~~
  - ~~Nonfeasance: The intentional failure to perform a required duty or obligation.~~
11. All Appointments to the Otsego County Planning Commission shall be in compliance with MCL 125.3815 and the Otsego County Planning Commission Ordinance of 2011 being Ordinance 2011-1, in addition to this Otsego County Board/Commission/Committee Appointment Policy.
12. All Appointments to the Otsego County Zoning Board of Appeals shall be in compliance with MCL 125.3601, the Otsego County Zoning Ordinance Article 23 – Board of Zoning Appeals, in addition to this Otsego County

Board/Commission/Committee Appointment Policy.

13. All appointments to the Otsego County Parks and Recreation Commission shall be in compliance with MCL 46.351 in addition to this Otsego County Board/Commission/Committee Appointment Policy.
14. All appointments to the Otsego County Veteran's Affairs Committee shall be in compliance with MCL 35.621 in addition to this Otsego County Board/Commission/Committee Appointment Policy.
15. All appointments to the Otsego County Brownfield Redevelopment Authority shall be in compliance with MCL 125.2655 in addition to this Otsego County Board/Commission/Committee Appointment Policy.
16. All appointments to the Otsego County Construction Board of Appeals shall be in compliance with MCL 125.1514 in addition to this Otsego County Board/Commission/Committee Appointment Policy.
17. Appointment of the Otsego County Medical Examiner shall be in compliance with MCL 52.201 in addition to this Otsego County Board/Commission/Committee Appointment Policy.
18. All Appointments shall be made in accordance with any applicable laws.
19. Where there is a conflict between the Board/Commission/Appointment Policy and Michigan Law, Michigan Law shall govern and the inconsistent provision of the Policy shall be null and void and considered severed, leaving the remaining Policy in full effect.

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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  Personnel Committee Recommendations Employee Handbook Update	<b>AGENDA DATE:</b>  June 23, 2015
<b>AGENDA PLACEMENT:</b>  Consent Agenda, Item C, 3.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  John Burt, County Administrator	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

Salaried employees are paid their salary over the course of the year by pay period (usually 26).

Practices have been in place for how to handle pay when an employee starts during the year as well as leaves a position. This will put the past practices into a formalized policy.

**RECOMMENDATION:**

Staff requests Board approval of the update to the Employee Handbook concerning Salaried Employees.

## SALARIED EMPLOYEES OF OTSEGO COUNTY

Salaried employees are paid their salary over the course of 26 pays during the calendar year. Gross pay each pay period is calculated by taking the salary amount divided by 26. Gross pay is not calculated based on pay period dates or hours worked. *\*In years when there are 27 pays in a year, 27 will be used in the calculations.*

When a salaried employee is hired, his or her gross pay for each pay period is set at the salary for a full year, and the first pay is adjusted to reflect the actual percentage of the year worked.

For example, if a salaried employee is hired on May 1<sup>st</sup>, for a salary of \$40,000 per year, the first paycheck for that employee would be calculated as follows:

With a hire date of May 1<sup>st</sup>, the employee will work 245/365 days that year, or 67% of the year.  
The total salary the employee will earn is  $\$40,000 * 67\% = \$26,800$ .  
 $\$40,000/26 \text{ pays} = \$1,538.46$  gross pay each pay period.  
There would be 18 pays remaining in that year, 17 of which will have a gross pay of the \$1,538.46, which will total \$26,153.82.  
The amount of the first paycheck will be the total amount to be earned that year of \$26,800 – the amount earned on subsequent paychecks of  $\$26,153.82 = \$646.18$

When a salaried employee terminates employment with Otsego County mid-year, the employee's final paycheck is adjusted to reflect the percentage of the year worked.

For example, if a salaried employee terminates employment on March 31<sup>st</sup>, and had an annual salary of \$40,000, the final paycheck for that employee would be calculated as follows:

Through March 31<sup>st</sup>, the employee has worked 90/365 days that year, or 25% of the year.  
The total salary the employee earned is  $\$40,000 * 25\% = \$10,000$ .  
 $\$40,000/26 \text{ pays} = \$1,538.46$  gross pay each pay period.  
The employee would have received 7 paychecks through March 31<sup>st</sup>,  $\$1,538.46 * 7 = \$10,769.22$ .  
Due to the timing of the paychecks, the employee has actually been **overpaid** as of March 31<sup>st</sup> by \$769.22.  
The overpayment **will be subtracted** from any leave banks that will be paid out upon termination.

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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  Personnel Committee Recommendations Animal Control Request	<b>AGENDA DATE:</b>  June 23, 2015
<b>AGENDA PLACEMENT:</b>  Consent Agenda, Item C, 4.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  John Burt, County Administrator	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

The Animal Control Director handles the majority of after-hour/night calls. Due to the enforcement nature of the calls, the Director can be put in a life endangering positions. When trouble is potentially expected, the practice is to try to have a police officer escort the Director, but an officer is not always available, and you can't always predict what will happen in these situations.

Due to her background as a police officer, the Personnel Committee has recommended to allow Melissa Fitzgerald to carry her personal firearm on after-hour calls.

**RECOMMENDATION:**

Staff requests Board approval of the recommendation from the Personnel Committee.

Consent Agenda

C. Personnel Committee Recommendations  
4. Animal Control Request

Motion: Move to allow Melissa Fitzgerald, Animal Control Director, to carry her personal firearm on after hour's calls subject to annual certification with the Sheriff's Office and to authorize the Administrator to enter into a written agreement with her to that effect.

DATE 6-23-15

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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  Budget & Finance Committee Recommendations GTP Lease Extension	<b>AGENDA DATE:</b>  June 23, 2015
<b>AGENDA PLACEMENT:</b>  Consent Agenda, Item D, 1.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  John Burt, County Administrator	<b>ATTORNEY REVIEW:</b>  Yes

**BACKGROUND/DISCUSSION:**

Otsego County currently has a ground lease with GTP allowing a communications tower at the County's Alpine Center complex. The current lease terminates on August 31, 2031, if GTP enacts all extensions. The County received monthly payments for the lease, room on the tower, and use of the property for its Land Use Building.

GTP is interested in increasing marketing to potential users of the tower. They have requested extending the potential termination date to August 31, 2061. An escalator clause to the payments has also been added.

**RECOMMENDATION:**

Staff requests Board approval of the First Amendment to Lease Agreement with GTP Towers II, LLC.



## Budget & Finance Committee

Tuesday, June 16, 2015 at 9:30 a.m.  
Room 212 – Otsego County Building  
225 West Main Gaylord, MI 49735

### MINUTES

#### CALL TO ORDER

Mr. Beachnau called the meeting to order at 1:30 p.m.

Roll call – Present: Paul Beachnau, Ken Borton, Erma Backenstose, John Burt

Others present –Diann Axford, Rachel Frisch, Carley Chrencik

#### APPROVAL OF MINUTES

Motion by Ms. Backenstose to approve the minutes from the May 20, 2015 Budget and Finance Committee meeting. Motion passed unanimously.

#### UNFINISHED BUSINESS

None

#### NEW BUSINESS

##### A. Georgia Pacific

The Committee discussed the issue with Georgia-Pacific concerning the removal of the foundation at their property. In lieu of removing the foundation, G-P has offered 600 acres of property to the County, with 150 acres of that to be used for dewatering dredge material for Otsego Lake. They will also put up a barrier along Dickerson Road to screen the view. Beachnau directed Burt to negotiate a berm with trees as a natural buffer instead of a fence, and to ensure a reasonable amount of good quality trees are left on the property.

##### B. Tower Ground Lease Extension

Burt presented an amendment to the lease for the communications tower owned by GTP Towers to allow up to an additional 30 years, to 2061, on the lease. Their intent is to better market the tower to lease equipment space. The County will continue to receive \$589.96 per month with the addition of an escalator based on CPI for payments. The lease will also wrap in the lease with GTP that allows the County to use the land for their Land Use Building.

Motion by Borton to “recommend approval to the full Board for the Ground Lease Amendment with GTP Towers”. Motion carried unanimously.

##### C. Alpine Center Courtroom

Burt informed the Committee that he has been working with Tony Esson and Jon Ernst on the possibility of using the vacated DHS space at the Alpine Center on the fourth floor as a Circuit Courtroom. The first thing that needs to be done is to determine whether the column in the center

of the room can be moved and how much it would likely cost. The cost would be between \$5,000 and \$7,000 for the study.

Motion by Backenstose to "recommend approval of the study not to exceed \$7,000 with funds to come out of the Contingency Fund". Motion carried unanimously.

#### **D. Road Commission/Sales Tax Matter**

Ms. Frisch updated the Committee on an issue with the state involving airport fuel sales tax. There is an ongoing issue with the State incorrectly believing that they were owed additional funds originally for 2012 and 2013. The State has since sent a letter absolving the County of owing additional funds for 2012, leaving 2013 in dispute. The State reduced a payment to the Road Commission by \$4,592 to pay for what they believed still owed. Ms. Frisch met with representatives of the State and believes the issue should soon be resolved. In the meantime she recommended paying the Road Commission for the amount withheld by the State. Moving forward, the State has a new online reporting system that they will be training County staff on how to use.

Motion by Borton to "recommend to the full Board to pay the Road Commission the \$4,592 that was withheld by the State with funds to come from the Delinquent Tax Fund". Motion carried unanimously.

#### **E. Budget Calendar**

Ms. Frisch presented the FY 2016 Budget Calendar.

The Budget Calendar will be placed on the next Board agenda.

#### **F. May Credit Card Statements**

The Committee reviewed and discussed Admin credit card statement. The other statements were not yet available. They will be presented at the next meeting.

#### **G. May Financial Reports**

Ms. Frisch reviewed the May Financial Reports.

#### **H. Juror Notification System**

Judge Mertz and Suzy DeFeyter are interested in pursuing an electronic juror notification system through Courthouse Technologies and a partnership with Berrien County. The system would automate the process of notifying jurors saving staff time in the Clerk's office as well as being more accurate and user friendly for the public. The cost is \$18,600 per year for the first year with costs decreasing slightly for postage as email addresses are acquired. There will also be savings in current postage costs as well as the Jury Board.

Motion by Borton to "recommend to the full Board to enter into a contract with Courthouse Technologies for the electronic juror notification system with funds to come from the Contingency Fund". Motion carried unanimously.

#### **I. Indigent Defense Contract**

The Courts have recommended a renewal of the 3-year contract with Gary Gelow for the Indigent Defense Contract with a 1% per year price increase.

Motion by Borton to "recommend to the full Board to enter into a contract with Gary Gelow for Indigent Defense services as presented". Motion carried unanimously.

#### **J. Courthouse Doors**

Burt informed the Committee that the approximate cost to replace doors at 5 entrances for the Courthouse would be \$25,000. There should be some savings in heating/cooling efficiencies since the current doors are drafty. The Committee directed Burt to obtain bids for the project.

#### **K. Land Use Vestibule and Bathroom**

Burt informed the Committee that Land Use Services would like to get a second bathroom since the single bathroom serves not only staff and the visiting public during the day, but also the Planning Commission members and attendees. A new vestibule is needed to better control the elements at the entrance. Burt will work with Tad Latuszek on cost estimates.

Mr. Beachnau adjourned the meeting at 2:16 p.m.

## THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **County of Otsego, Michigan ("Landlord")** and **GTP Towers II, LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

### RECITALS

**WHEREAS**, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Site Lease dated October 3, 1991 and Tower Site License Agreement dated June 3, 2010 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and, if applicable, easements for guy wires and guy anchors, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Lease Term Extended.** Notwithstanding anything to the contrary contained in this Amendment or in the Lease, the Parties agree that the Lease originally commenced on October 1, 1991. Tenant shall have the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease, taking into account all existing renewal term(s) (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**") available under the Lease. Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than sixty (60) days prior to the expiration of the then current term and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the 60-day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the 60-day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.
2. **Rent and Escalation** The Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease is currently and shall remain Five Hundred Eighty-Nine and 96/100 Dollars (\$589.96) per month (the "**Rent**"). Commencing on October 1, 2015 and on each successive annual anniversary thereof (the "**Increase Date**"), Rent due under the Lease will be increased by the percent increase in the Consumer Price Index for all Urban Consumers, U.S. City Average, as published by the

United States Department of Labor Statistics (1982-1984 = 100) (the "*Index*") for the immediately preceding year. As used herein, "preceding year" means the 12-month period ending as of the last day of the full month that is three (3) months prior to the Increase Date. For example, if the rent increase is being determined in connection with an Increase Date of October 1st, then the 'preceding year' would be the 12-month period ending as of July 31st. If the Index is no longer published, then a comparable index, which measures inflationary factors, and the corresponding decrease in the purchasing power of U. S. Dollar, shall be selected by Tenant and the Index adjustment shall be based upon such index. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Otsego County**.

3. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined). If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "*Third Party Competitor*") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "*Offer*"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
4. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and

warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 225 W. Main Street, Suite 203, Gaylord, MI 49735; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
6. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
7. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
8. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

[SIGNATURES FOLLOW ON NEXT PAGE]

**LANDLORD:**

**County of Otsego, Michigan**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE]

**TENANT:**

**GTP Towers II, LLC**

a Delaware limited liability company

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A

*This Exhibit A may be replaced at Tenant's option as described below*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

**A PARCEL OF LAND ON PART OF THE SW 1/4 OF SECTION 27, T31N-R3W, LIVINGSTON TOWNSHIP, OTSEGO COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SW CORNER OF SAID SECTION 27; THENCE N00°01'03"E, 1705.32' ALONG THE WEST LINE OF SAID SECTION 27 AND CENTERLINE OF HIGHWAY US 27; THENCE S89°58'57"E, 1852.83' TO THE POINT OF BEGINNING; THENCE N00°01'03"W, 450.00'; THENCE S89°58'57"E, APPROXIMATELY 804' TO THE N-S 1/4 LINE OF SAID SECTION 27; THENCE SOUTHERLY, APPROXIMATELY 652' ALONG SAID N-S 1/4 LINE; THENCE N89°58'57"W, APPROXIMATELY 345' TO INTERSECT A PREVIOUSLY DESCRIBED EASEMENT; THENCE N00°01'03"E, 202.00'; THENCE N89°58'57"W, 458.76' TO THE POINT OF BEGINNING.**

**LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and, if applicable, easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The Square footage of the Leased Premises shall be the greater of: (i) 509 square feet; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

**ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, T31N-R3W, LIVINGSTON TOWNSHIP, OTSEGO COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 27; THENCE N00°04'32"W ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION 27 A DISTANCE OF 1,706.50 FEET; THENCE S89°55'08"W A DISTANCE OF 33.00 FEET; THENCE N84°49'39"W A DISTANCE OF 283.30 FEET; THENCE S89°47'27"W A DISTANCE OF 170.11 FEET; THENCE N00°45'16"E ALONG THE EASTERLY LINE OF AN EXISTING BUILDING AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 128.91 FEET TO THE NORTHEAST CORNER OF SAID BUILDING AND THE POINT OF BEGINNING; THENCE S00°45'16"W ALONG SAID BUILDING LINE A DISTANCE OF 20.70 FEET; THENCE N89°11'48"W A DISTANCE OF 28.75 FEET; THENCE N00°45'18"E A DISTANCE OF 13.85 FEET; THENCE S89°11'48"E A DISTANCE OF 6.50 FEET; THENCE N00°45'16"E A DISTANCE OF 6.85 FEET TO THE NORTH LINE OF SAID BUILDING; THENCE S89°11'48"E ALONG SAID NORTH LINE A DISTANCE OF 20.25 FEET TO THE POINT OF BEGINNING. DESCRIBED LEASE CONTAINS 509 SQUARE FEET OR 0.012 ACRE**

#### ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

**A THIRTY (30) FOOT WIDE EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, T31N-R3W, LIVINGSTON TOWNSHIP, OTSEGO COUNTY, MICHIGAN, HAVING A SOUTHERLY AND WESTERLY LINE DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 27; THENCE N00°04'52"W ALONG THE NORTH-SOUTH QUARTER LINE OF SAID SECTION A DISTANCE OF 1,708.50 FEET; THENCE S89°55'08"W A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST LINE OF HAYES ROAD AND THE POINT OF BEGINNING; THENCE N84°49'39"W A DISTANCE OF 283.30 FEET; THENCE S89°47'27"W A DISTANCE OF 170.11 FEET TO A POINT WHERE SAID EASEMENT BECOMES 50 FEET WIDE; THENCE N00°45'18"E ALONG THE EASTERLY LINE OF AN EXISTING BUILDING AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 126.91 FEET TO THE NORTHEAST CORNER OF SAID BUILDING AND THE POINT OF ENDING. THE SIDELINES OF SAID EASEMENT ARE LENGTHENED AND/OR SHORTENED TO BEGIN AT THE WEST RIGHT OF WAY LINE OF HAYES ROAD AND TERMINATE AT THE NORTHERLY LINE OF THE ABOVE DESCRIBED LEASE AREA AND THE EASTERLY EXTENSION THEREOF.**

**EXHIBIT B**

**FORM OF MEMORANDUM OF LEASE**

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/John J. Sullivan, Esq.  
ATC Site No: 372257  
ATC Site Name: Gaylord, MI  
Assessor's Parcel No(s): 080-027-300-005-00

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**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by and between **County of Otsego, Michigan ("Landlord")** and **GTP Towers II, LLC**, a Delaware limited liability company ("**Tenant**").

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Site Lease, dated October 3, 1991 and Tower Site License Agreement dated June 3, 2010 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and, if applicable, easements for guy wires and guy anchors, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be September 30, 2061. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Right of First Refusal.** There is a right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 225 W. Main Street, Suite 203, Gaylord, MI 49735 , To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

**LANDLORD**

**2 WITNESSES**

**County of Otsego, Michigan**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

*[SIGNATURES CONTINUE ON NEXT PAGE]*

**TENANT**

**WITNESS**

**GTP Towers II, LLC**  
a Delaware limited liability company

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

## EXHIBIT A

*This Exhibit A may be replaced at Tenant's option as described below*

### PARENT PARCEL

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  Budget & Finance Committee Recommendations FY 2016 Budget Calendar	<b>AGENDA DATE:</b>  June 23, 2015
<b>AGENDA PLACEMENT:</b>  Consent Agenda, Item D, 2.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  John Burt, County Administrator	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

The County by law must adopt the budget for the following year by December 31 of the current year.

The County Board adopts a similar Budget Calendar each year to layout the process of drafting a proposed budget.

**RECOMMENDATION:**

Staff requests Board approval of the FY 2016 Budget Calendar.



## FISCAL YEAR 2016 BUDGET CALENDAR

### 2015

June 23	Board approve calendar
July 17	Finance Director prepares budget packets for distribution to departments. Management Team members also asked to complete narratives, strategic plans, staff justification forms, and equipment request lists using designated format.
August 21	Departments submit completed budget requests, narratives, strategic plans, staff justification forms, and equipment lists to the Finance Director.
TBA	Administration staff conducts initial review of department budgets with department heads and elected officials as necessary.
September 1	Component Units Budgets Due to Finance Director (Parks, Library, U Ctr, EMS, Road Cmsn, Cmsn on Aging, Bus, Sportsplex, M-TEC)
September 22	Board Adopts budgets for September 30 year-end funds, Bus and Cmsn on Aging
October 9	Departmental budgets submitted to Board of Commissioners.
October 13	Budget & Finance Cmt Meeting, Budget Workshop – 1:30 p.m., Room 212
October 20	Budget & Finance Cmt Meeting, Budget Workshop – 1:30 p.m., Room 212
October 27	Budget & Finance Cmt Meeting, Budget Workshop – 1:30 p.m., Room 212
November 3	Budget & Finance Cmt Meeting, Budget Workshop – 1:30 p.m., Room 212
November 10	Budget & Finance Cmt Meeting, Budget Workshop – 1:30 p.m., Room 212
November 17&20	Public Hearing notices published in Gaylord Herald Times
November 18	Budget to Otsego County Clerk's Office and Online, Available for Public Review
November 24	Board holds Truth-in-Taxation hearing and Public Hearing on the Budget. Adopts General Appropriations Act resolution.

All Budget Work Sessions will be conducted in Room 212 of the downtown Courthouse, 225 West Main, Gaylord, MI 49735. In compliance with the Americans with Disabilities Act, persons requiring assistance to fully participate in the meeting should contact the County Administrator's office 12 hours prior to the meeting.

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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  Budget & Finance Committee Recommendations Road Commission/Sales Tax	<b>AGENDA DATE:</b>  June 23, 2015
<b>AGENDA PLACEMENT:</b>  Consent Agenda, Item D, 3.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  John Burt, County Administrator	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

The County collects and pays sales tax to the State on fuel sold at its Gaylord Regional Airport.

The State incorrectly believes that the County believed Otsego County owed additional taxes on the fuel for 2012 and 2013. After discussions, the State agreed the funds were not owed. They subsequently sent correspondence absolving the County of owing any funds for 2012, but left off 2013. In the meantime, the State deducted \$4,592 from a payment to the Road Commission as payment for the 2013 funds owed. The State is now in agreement that no funds are owed for 2013. They are in the process of correcting the issue. In the meantime, the County intends to transfer \$4,592 to the Road Commission so that they do not have to unduly wait for payment.

**RECOMMENDATION:**

Staff requests Board approve a transfer of \$4,592 to the Road Commission with funds to come from the Delinquent Tax Fund.

Consent Agenda

D. Budget & Finance Committee Recommendations  
3. Road Commission/Sales Tax

Motion: Move to approve the transfer of \$4,592 from the Delinquent Tax Revolving Fund (Fund 516) to the Road Commission.

DATE 6-23-15

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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  Budget & Finance Committee Recommendations FY 2015 General Fund/Sales Capital Projects Budget Amendment	<b>AGENDA DATE:</b>  June 23, 2015
<b>AGENDA PLACEMENT:</b>  Consent Agenda, Item D, 4.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  John Burt, County Administrator	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

The County provides space to the Courts for various courtrooms. There is some interest in creating a new courtroom at the Alpine Center on the fourth floor where DHS had previously leased space.

As part of the analysis of the feasibility of the project architectural and engineering assistance is needed. The intent is to transfer funds with the intent of obtaining architectural and engineering assistance.

**RECOMMENDATION:**

Staff requests Board approve a budget amendment in the amount of \$7,000 from its General Fund Contingency Fund to the Capital Projects Fund.



## OTSEGO COUNTY BUDGET AMENDMENT

### FUND/DEPARTMENT: Contingency/Capital Projects

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

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

#### REVENUE    Courtroom Study

Account Number	Decrease	Increase
499-050-699.030 Transfer In	\$	\$7,000
-                    -	\$	\$
-                    -	\$	\$
-                    -	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>

#### EXPENDITURE

Account Number	Increase	Decrease
101-941-999.990 Contingency	\$	\$7,000
101-972-999.000 Transfer to Capital Projects Fund	\$7,000	\$
499-901-970.300 Property Improvements	\$7,000	\$
-                    -	\$	\$
-                    -	\$	\$
-                    -	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Finance Department**

Entered:

By:

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

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

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

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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  Budget & Finance Committee Recommendations Indigent Defense Contract	<b>AGENDA DATE:</b>  June 23, 2015
<b>AGENDA PLACEMENT:</b>  Consent Agenda, Item D, 5.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  John Burt, County Administrator	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

The County/Courts must provide indigent defense services to individuals accused of crimes that cannot afford an attorney. The County/Courts currently contracts with Gary Gelow for these services. A new 3-year contract has been proposed with a 1% per year escalation in cost.

**RECOMMENDATION:**

Staff requests Board approve the contract with Gary Gelow for Indigent Defense services.

46<sup>th</sup> CIRCUIT COURT OTSEGO DEFENSE CONTRACT  
87-A DISTRICT COURT OTSEGO DEFENSE CONTRACT  
OTSEGO COUNTY PROBATE COURT DEFENSE CONTRACT

August 1, 2015 – July 31, 2019

The undersigned agree as follows:

1. That Gary L. Gelow, (hereinafter “Contract Administrator”) shall provide legal representation to all indigent parties charged with offenses cognizable in the Otsego County Court system (understood by all parties to include the circuit, district, and probate courts of Otsego County Michigan only) pursuant to MCR 6.101. Further, the Contract Administrator shall provide representation to all minors whose parents or guardians are indigent and who are charged with criminal offenses. Further, the Contract Administrator shall provide representation to all parties who are indigent and are involved in a matter or allegation of abuse and/or neglect of a minor child, or who are involved in protective proceedings (DD, MI, LIP, etc.). Legal representation shall be provided by and through the Contract Administrator through a series of subcontractors with various attorneys and/or law firms. The Otsego County Courts, by and through its Chief Judges, retains the right to approve or reject any of the subcontractors tendered by and through this instant agreement.
2. The Otsego County Courts, by and through its Chief Judges, does hereby agree that the Contract Administrator shall be compensated at the rate of **Eleven thousand, nine hundred, forty dollars and 67/100 (\$11,940.67)** per month for the term of August 1, 2015, through July 31, 2016, for the services provided in #1 above.
3. The Otsego County Courts, by and through its Chief Judges, does hereby agree that the Contract Administrator shall be compensated at the rate of **Twelve thousand, sixty dollars and**

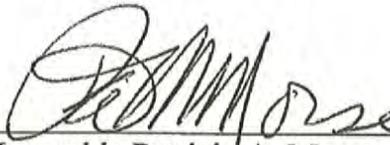
**08/100 (\$12,060.08)** per month for the term of August 1, 2016, through July 31, 2017, for the services provided in #1 above.

4. The Otsego County Courts, by and through its Chief Judges, does hereby agree that the Contract Administrator shall be compensated at the rate of **twelve thousand, one hundred, eighty dollars and 68/100 (\$12,180.68)** dollars per month for the term of August 1, 2017, through July 31, 2018, for the services provided in #1 above.
5. The Otsego County Courts, by and through its Chief Judges, does hereby agree that the Contract Administrator shall be compensated at the rate of **twelve thousand, three hundred, two dollars and 49/100 (\$12,302.49)** dollars per month for the term of August 1, 2018, through July 31, 2019, for the services provided in #1 above.
6. The monthly payment shall be made in advance, commencing on or about August 1, 2015, and continuing through each and every month thereafter during the term of the contract, based on Otsego County's warrant (check disbursement) schedule.
7. The Contract Administrator shall accept, without further compensation, representation of five indigent parties, per year, who desire to appeal a final disposition of the Otsego County Courts.
8. Court ordered appointment shall, pursuant to the provision of this contract, apply only to those circumstances where Michigan Constitution, Michigan statutes, or Michigan Rules of Court require the appointment of counsel, including probation violation charges.
9. Contract attorneys must resolve conflicts to ensure legal representation is present at the scheduled hearing so the hearing can proceed as scheduled.
10. The Contract Administrator has the affirmative obligation to review an indigent defendant's financial status and advise the appropriate presiding judge in the event the Contract

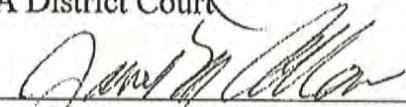
Administrator or any attorney determines that a defendant is not entitled to court appointed counsel for lack of indigency.

11. The parties agree that either party to the instant contract may be cancelled without liability upon ninety (90) days written notice.
12. The contract attorneys shall maintain professional liability insurance in an amount no less than \$400,000 per claim and \$1,000,000 aggregate throughout the term of this contract.
13. The Contract Administrator shall serve as liaison to the Chief Judges of the Otsego County Courts regarding the administration and/or procedural matters involved in the administration of this instant contract.
14. That appointments which are made during the term of this instant contract shall be completed through final disposition without additional compensation irrespective of the cancellation, revocation, or non-renewal of this instant contract.

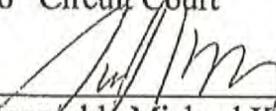
Dated: 6-15-15

  
\_\_\_\_\_  
Honorable Patricia A. Morse, Chief Judge  
87-A District Court

Dated: 6/16/15

  
\_\_\_\_\_  
Honorable Janet M. Allen, Chief Judge  
46<sup>th</sup> Circuit Court

Dated: 6-16-15

  
\_\_\_\_\_  
Honorable Michael K. Cooper, Chief Judge  
Otsego County Probate Court

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

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

Dated: 6/12/15

  
\_\_\_\_\_  
Gary L. Gelow, Contract Administrator

DECLARATIONS

Attaching To and Forming a Part of Policy No. :		Renewal Policy No. :	<b>73LPL101134-3</b>		
ITEM 1	<b>NAMED INSURED:</b> Gary L. Gelow Attorney at Law <b>ADDRESS:</b> 1229 Gornick Ave Gaylord, MI 49734-1798				
ITEM 2	<b>PREDECESSOR FIRMS:</b> N/A				
ITEM 3	<b>POLICY PERIOD:</b> From 06/01/2015 To 06/01/2016 Both days at 12:01 a.m. at the mailing address of the Named Insured as shown here.				
ITEM 4	<b>RETROACTIVE DATE:</b> 06/01/1997 This insurance will not apply to any act, error, or omission which occurred prior to the date indicated here.				
ITEM 5	<b>LIMITS OF LIABILITY:</b> PER CLAIM: \$ 500,000 AGGREGATE: \$ 1,000,000				
ITEM 6	<b>DEDUCTIBLE:</b> PER CLAIM: \$ 1,000 AGGREGATE: \$ N/A				
ITEM 7	<b>ANNUAL PREMIUM:</b> \$ 977				
ITEM 8	<b>POLICY FORM:</b> ATY-0001-00-01				
ITEM 9	<b>ENDORSEMENT SCHEDULE:</b> <table border="0"> <tr> <td><b>FORM NO.</b> ATY-9001-MI-01</td> <td><b>ENDORSEMENT NAME</b> Michigan Amendatory Endorsement</td> </tr> </table>			<b>FORM NO.</b> ATY-9001-MI-01	<b>ENDORSEMENT NAME</b> Michigan Amendatory Endorsement
<b>FORM NO.</b> ATY-9001-MI-01	<b>ENDORSEMENT NAME</b> Michigan Amendatory Endorsement				
ITEM 10	<b>PRODUCER:</b> L Squared Insurance Agency LLC 5075 Cascade Rd Ste E Grand Rapids, MI 49546-3751				
ITEM 11	IF YOU HAVE QUESTIONS, PLEASE CALL: 1-877-728-8776				

IN WITNESS WHEREOF, we have caused this Policy to be signed by our president and secretary and countersigned where required by law on the Declarations page by our duly authorized representative.

Countersigned By: \_\_\_\_\_

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

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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  Budget & Finance Committee Recommendations Housing Committee Reappointment (Mathis)	<b>AGENDA DATE:</b>  June 23, 2015
<b>AGENDA PLACEMENT:</b>  Consent Agenda, Item E.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  John Burt, County Administrator	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

Pastor Jim Mathis is a current member of the County's Housing Committee. With his current term expiring, he has indicated his desire to continue serving on the Committee. At their regular meeting on June 18, 2015, the Housing Committee recommended reappointment of Pastor Mathis.

**RECOMMENDATION:**

Staff requests Board approve the reappointment of Pastor Jim Mathis to the Housing Committee for a term ending June 30, 2018.



Term Expires on:  
06/30/2018

## APPLICATION FOR APPOINTMENT TO COMMITTEES, BOARDS AND COMMISSIONS

The information provided on this form is for the use of the Otsego County Board of Commissioners in its deliberation to fill vacancies on committees, boards and commissions. Applications may be submitted at any time and will be kept on file for a period of one (1) year. You must indicate what board or committee you are applying for and a separate application is required for each. Applicants may be asked to attend a designated meeting of the County Board of Commissioners for application review and appointment consideration.

To which committee(s), board(s) or commission(s) are you seeking appointment?

RE-APPOINTMENT TO THE OTSEGO COUNTY HOUSING COMMITTEE

*PLEASE indicate what board or committee you are applying for in the space provided above.*

**Please print or type.**

Name: Pastor Jim Mathis

Address: 2388 Castlewood Drive Zip Code 49735

Telephone: 989-732-4684 Other: \_\_\_\_\_

Email address: jmathis@gaylordefree.org

Date available for appointment 05/28/15

County Commission District #7

Are you a registered voter in Otsego County?  Yes  No

If yes, which township, city or village? Bagley

Please complete the following. You may use additional sheets as needed.

**Community Service**

List boards, commissions, committees or community service organizations that you are currently serving or have served upon, offices held and in what municipality or county.

Currently serve on the Otsego County Housing Committee.

~~Otsego County Commission on Aging~~ \_\_\_\_\_

~~Northern Michigan Region Commission on Aging~~ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Employment and Education**

List any employment experience or education that, in your opinion, best qualifies you for this appointment. List job titles, duties (current and past), level of education and any certificates or degrees you have obtained.

Taylor University-1964 BA

Asbury Theological Seminary-1968 Masters-Divinity

5 years working at Taylor University

15 years Pastor in Upland, Indiana

27+ years Pastor in Gaylord

\_\_\_\_\_

\_\_\_\_\_

Have you ever worked for Otsego County?  Yes  No

If yes, please list dates and name(s) of departments.

Currently serve/volunteer on the Otsego County Housing Committee

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Personal**

Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest?  Yes  No

If yes, please indicate potential conflicts.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Are you aware of the time commitment necessary to serve on the committee, board and/or commission to which you seek appointment and will you have such time?

Yes       No

Please provide information about specific training, education, experience or interests you possess that qualify you as an appointee to the position you seek.

Please see "Employment & Education" on previous page.

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I hereby certify that the preceding information is correct and to the best of my knowledge.



Signature

6-17-13

Date

Mail or return your completed application to:

**Otsego County  
Attn: County Administration  
225 West Main Street, Room 203  
County Building  
Gaylord, MI 49735**

You may email your completed application to:

**spremo@otsegocountymi.gov**

Thank you very much for giving us the opportunity to consider you for appointment.

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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  Budget & Finance Committee Recommendations OCR 15-24 Alpenfest Honored Industry – Jay’s Sporting Goods	<b>AGENDA DATE:</b>  June 23, 2015
<b>AGENDA PLACEMENT:</b>  Consent Agenda, Item F.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  John Burt, County Administrator	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

Each year Otsego County recognizes those honored as part of the Alpenfest Honors Luncheon Ceremony.

This resolution honors Jay’s Sporting Goods as the Alpenfest Honored Industry. The resolutions will be read aloud and presented at the Alpenfest Honor’s Luncheon on July 14.

**RECOMMENDATION:**

Staff requests Board adopt resolution OCR 15-24.

**OCR 15-24**

**Recognition of 2015 Alpenfest Honored Industry – Jay’s Sporting Goods**

Otsego County Board of Commissioners

June 23, 2015

**WHEREAS**, Jay’s Sporting Goods is a family-owned business founded in 1968 then incorporated in 1971 by Jay & Arlene Poet of Clare, Michigan; and

**WHEREAS**, they started the business on 7<sup>th</sup> Street in Clare out of the garage at their home where Jay began to invite customers to buy primarily firearms and reloading supplies; and

**WHEREAS**, Jay & Arlene spent countless hours promoting their business while raising two sons, Jeff and J.J. The business started to grow and they needed to expand; and

**WHEREAS**, Jay purchased a site two blocks from their home and by 1974 opened his first commercial storefront, an 8,400 square foot building with 16 parking spaces on East 5<sup>th</sup> Street in Clare. By the late 1980s Jay & Arlene took the next step and purchased a 29-acre hayfield just a couple miles north of downtown Clare on Old 27 near the US-10/127 interchange, where ground was broken in 1987. On July 1, 1988 the Poet family opened the sprawling 72,000 square foot store that still beckons there today; and

**WHEREAS**, after the Clare store opened its doors Jay Poet was diagnosed with cancer, to which he succumbed nine months later in the spring of 1989. Faced with the task of operating the new store without Jay was a huge undertaking for the family, but through their strength and faith they succeeded; and

**WHEREAS**, with the success and the company’s growth they opened a second location in the year 2000 located off I-75 exit 279 in Gaylord which is now located at the newest location on Otsego Avenue; and

**WHEREAS**, the Alpenfest Honors Committee has named Jay’s Sporting Goods as the 2015 Alpenfest Honored Industry; now, therefore, be it

**RESOLVED**, that the County of Otsego recognizes the importance of having a successful family-owned business in our community; and be it further

**RESOLVED**, that the Otsego County Board of Commissioners, hereby congratulates Jay’s Sporting Goods as the recipient of the 2015 Alpenfest Honored Industry.

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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  Budget & Finance Committee Recommendations OCR 15-25 Alpenfest der Buergermeister – Judi Doan	<b>AGENDA DATE:</b>  June 23, 2015
<b>AGENDA PLACEMENT:</b>  Consent Agenda, Item G.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  John Burt, County Administrator	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

Each year Otsego County recognizes those honored as part of the Alpenfest Honors Luncheon Ceremony.

This resolution honors Judi Doan as the der Buergermeister. The resolutions will be read aloud and presented at the Alpenfest Honor's Luncheon on July 14.

**RECOMMENDATION:**

Staff requests Board adopt resolution OCR 15-25.

**OCR 15-25**  
**Recognition of 2013 Alpenfest der Bürgermeister – Judi Doan**  
Otsego County Board of Commissioners  
June 23, 2015

**WHEREAS**, Judi Doan is a native of Wolverine and longtime resident of Gaylord; and

**WHEREAS**, Judi is assistant director of Community Mediation Services, she also is a mediator and teaches mediation classes; and

**WHEREAS**, for more than 25 years she has been involved with the Otsego County Food Pantry and is vice president of the board and pantry statistician; and

**WHEREAS**, Judi's volunteer activities are numerous, she is a member of the Kiwanis Club of Gaylord, where she works weekly with the Terrific Kids program during the school year, she's a past Kiwanis president – three times over, an RSVP volunteer as well as a certified hunter education instructor; and

**WHEREAS**, when Judi isn't volunteering she enjoys sewing, quilting, target shooting with her .22-caliber pistol which in 2007 she tied for eighth nationally; and

**WHEREAS**, the Gaylord Herald Times has named Judi Doan as the 2015 Alpenfest der Bürgermeister; and

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

**RESOLVED**, that the Otsego County Board of Commissioners, hereby recognizes and honors the outstanding contributions that Judi Doan continues to make in our community.

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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  Budget & Finance Committee Recommendations OCR 15-26 Alpenfest Parade Marshal – Patti Dobrzelewski	<b>AGENDA DATE:</b>  June 23, 2015
<b>AGENDA PLACEMENT:</b>  Consent Agenda, Item H.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  John Burt, County Administrator	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

Each year Otsego County recognizes those honored as part of the Alpenfest Honors Luncheon Ceremony.

This resolution honors Patti Dobrzelewski as the Alpenfest Parade Marshal. The resolutions will be read aloud and presented at the Alpenfest Honor’s Luncheon on July 14.

**RECOMMENDATION:**

Staff requests Board adopt resolution OCR 15-26.

**OCR 15-26**  
**Recognition of 2015 Alpenfest Parade Marshal – Patti Dobrzelewski**  
Otsego County Board of Commissioners  
June 23, 2015

**WHEREAS**, Patti Dobrzelewski is a lifelong resident of Gaylord, and

**WHEREAS**, Patti is an employee of the City of Gaylord and member of the Alpenfest Board and Gaylord Area Chamber of Commerce; and

**WHEREAS**, Patti is married to her husband, Mike and they have two grown children, Amanda and Patrick, and she recently became the proud grandma of granddaughter, Lucy Lynne; and

**WHEREAS**, in her spare time Patti loves spending time with her family, enjoys gardening and adores her two dogs, Stash and Blue; and

**WHEREAS**, the Alpenfest Board of Directors and the Gaylord Area Chamber of Commerce has named Patti Dobrzelewski the 2015 Alpenfest Parade Marshal; and

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

**RESOLVED**, that the Otsego County Board of Commissioners, hereby recognizes and honors the outstanding contributions that Patti Dobrzelewski has made to our community and to Alpenfest.

**BALANCE SHEET -- BOARD DISCRETIONARY FUNDS -- MAY 31, 2015**

	<u>GENERAL FUND</u>	<u>PUBLIC IMPROVEMENT</u>	<u>BUDGET STABILIZATION</u>	<u>LEGAL DEFENSE</u>	<u>EQUIPMENT FUND</u>
<b>ASSETS</b>					
CASH	483,768.66	258,278.22	997,798.31	107,323.45	127,988.04
INVESTMENTS	810,087.63	800,000.00	293,503.11	-	-
IMPREST CASH	10,815.00	-	-	-	-
TAXES RECEIVABLE	23,975.32	-	-	-	-
ACCOUNTS RECEIVABLE	23.83	146,183.26	-	-	-
DUE FROM STATE	-	-	-	-	-
DUE FROM OTHER FUNDS	-	118,857.53	200,000.00	-	-
LONG TERM ADV TO OTHER FDS	-	63,372.33	-	-	-
LONG TERM ADV TO EMS	-	389,217.31	-	-	-
POSTAGE INVENTORY	5,484.28	-	-	-	-
SUPPLIES INVENTORY	14,208.80	-	-	-	-
PREPAID EXPENSE	4,407.50	-	-	-	-
<b>TOTAL ASSETS</b>	<u>1,352,771.02</u>	<u>1,775,908.65</u>	<u>1,491,301.42</u>	<u>107,323.45</u>	<u>127,988.04</u>
<b>LIABILITIES</b>					
ACCOUNTS PAYABLE	-	-	-	-	-
ACCRUED WAGES PAYABLE	19,960.63	-	-	-	-
DUE TO OTHER FUNDS	200,000.00	-	-	-	-
DEFERRED REVENUE	128,570.32	-	-	-	-
<b>TOTAL LIABILITIES</b>	<u>348,530.95</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCE</b>					
NONSPENDABLE/ASSIGNED/RESTRICTED	74,432.88	-	-	-	-
UNASSIGNED	929,807.19	1,775,908.65	1,491,301.42	107,323.45	127,988.04
<b>TOTAL FUND BALANCE</b>	<u>1,004,240.07</u>	<u>1,775,908.65</u>	<u>1,491,301.42</u>	<u>107,323.45</u>	<u>127,988.04</u>
<b>TOTAL LIABS &amp; FUND BALANCE</b>	<u>1,352,771.02</u>	<u>1,775,908.65</u>	<u>1,491,301.42</u>	<u>107,323.45</u>	<u>127,988.04</u>

Information on these pages is intended for mangement purposes only.  
The information is unaudited and is prepared using the modified cash basis of accounting.

**BALANCE SHEET -- BOARD DISCRETIONARY FUNDS -- MAY 31, 2015**

	<u>REVENUE SHARING</u>	<u>CAPITAL PROJECTS</u>	<u>DEBT SERVICE</u>	<u>HEALTH CARE</u>
<b>ASSETS</b>				
CASH	4,958.03	333,601.09	-	425,967.48
RESERVED CASH	-	150,000.00	-	-
INVESTMENTS	-	100,000.00	-	-
IMPREST CASH	-	-	-	2,000.00
TAXES RECEIVABLE	-	-	-	-
ACCOUNTS RECEIVABLE	-	-	-	1,059.20
DUE FROM STATE	-	-	-	-
DUE FROM OTHER FUNDS	-	8,000.00	-	-
LONG TERM ADV TO OTHER FDS	-	-	-	-
LONG TERM ADV TO EMS	-	-	-	-
POSTAGE INVENTORY	-	-	-	-
SUPPLIES INVENTORY	-	-	-	-
PREPAID EXPENSE	-	-	-	6,580.28
<b>TOTAL ASSETS</b>	<u>4,958.03</u>	<u>591,601.09</u>	<u>-</u>	<u>435,606.96</u>
<b>LIABILITIES</b>				
ACCOUNTS PAYABLE	-	-	-	-
ACCRUED WAGES PAYABLE	-	-	-	-
DUE TO OTHER FUNDS	-	-	-	-
DEFERRED REVENUE	-	-	-	-
<b>TOTAL LIABILITIES</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCE</b>				
NONSPENDABLE/ASSIGNED/RESTRICTED	-	-	-	-
UNASSIGNED	4,958.03	591,601.09	-	435,606.96
<b>TOTAL FUND BALANCE</b>	<u>4,958.03</u>	<u>591,601.09</u>	<u>-</u>	<u>435,606.96</u>
<b>TOTAL LIABS &amp; FUND BALANCE</b>	<u>4,958.03</u>	<u>591,601.09</u>	<u>-</u>	<u>435,606.96</u>

**OTSEGO COUNTY - BOARD DISCRETIONARY FUNDS**  
**BUDGET REPORT**  
**YEAR TO DATE THROUGH MAY 31, 2015**

GL NUMBER	YTD BALANCE 05/31/2014	2015 AMENDED BUDGET	YTD BALANCE 05/31/2015	AVAILABLE BALANCE	% COLLECTED/ SPENT
<b>Fund 101 - GENERAL FUND</b>					
<b>REVENUES</b>					
010-PROPERTY TAXES	130,348.66	4,749,000.00	320,886.18	4,428,113.82	6.76
015-STATE UNRESTRICTED REVENUE	78,864.00	562,679.00	207,132.00	355,547.00	36.81
025-INTEREST EARNINGS	34,593.09	110,000.00	44,567.57	65,432.43	40.52
030-OTHER REVENUE	157,992.52	172,595.00	33,436.05	139,158.95	19.37
050-SPECIAL ITEMS/TRANSFERS	514,794.00	346,821.00	141,781.85	205,039.15	40.88
131-CIRCUIT COURT	67,719.44	213,900.00	65,032.27	148,867.73	30.40
132-LEIN FEES	437.50	11,800.00	1,312.50	10,487.50	11.12
133-DRUG COURT GRANT	3,012.50	138,514.00	44,898.46	93,615.54	32.41
134-RDSS TRANSPORT GRANT	1,803.61	15,000.00	1,614.18	13,385.82	10.76
136-DISTRICT COURT	201,892.82	482,784.00	193,351.80	289,432.20	40.05
145-JURY COMMISSION	0.00	8,500.00	0.00	8,500.00	0.00
148-PROBATE COURT	84,661.87	183,000.00	51,129.85	131,870.15	27.94
166-FAMILY COUNSELING SERVICES	1,433.48	4,000.00	2,585.10	1,414.90	64.63
215-COUNTY CLERK/ROD	94,105.39	256,650.00	110,238.92	146,411.08	42.95
253-TREASURER	327.00	850.00	385.00	465.00	45.29
257-EQUALIZATION	512.95	36,700.00	18,345.75	18,354.25	49.99
262-ELECTIONS	0.00	9,500.00	0.00	9,500.00	0.00
267-PROSECUTOR	12,469.65	48,350.00	14,732.11	33,617.89	30.47
268-CHILD SUPPORT SPECIALIST-PROS ATTY	0.00	40,773.00	7,812.34	32,960.66	19.16
301-SHERIFF	2,495.46	21,783.00	10,687.89	11,095.11	49.07
302-SHERIFF - CIVIL DIVISION	7,420.75	16,000.00	7,611.55	8,388.45	47.57
320-JUSTICE TRAINING	0.00	5,000.00	(1,189.77)	6,189.77	(23.80)
331-MARINE SAFETY	0.00	4,000.00	0.00	4,000.00	0.00

Information on these pages is intended for management purposes only.

The information is unaudited and is prepared using the modified cash basis of accounting.

GL NUMBER	YTD BALANCE 05/31/2014	2015 AMENDED BUDGET	YTD BALANCE 05/31/2015	AVAILABLE BALANCE	% COLLECTED/ SPENT
332-MOTORCYCLE SAFETY EDUCATION	3,400.00	75,500.00	2,638.80	72,861.20	3.50
333-SNOWMOBILE GRANT	0.00	19,217.00	0.00	19,217.00	0.00
334-SECONDARY ROAD PATROL	0.00	41,664.00	18,323.00	23,341.00	43.98
336-OFF-ROAD VEHICLE GRANT	0.00	20,178.00	0.00	20,178.00	0.00
351-JAIL	26,192.55	69,000.00	17,129.90	51,870.10	24.83
427-EMERGENCY SERVICES	(2,612.50)	10,000.00	(2,616.68)	12,616.68	(26.17)
450-REMONUMENTATION	20,187.60	47,433.00	18,973.20	28,459.80	40.00
721-PLANNING / ZONING	59,380.00	74,735.00	35,355.00	39,380.00	47.31
<b>TOTAL Revenues</b>	<b>1,501,432.34</b>	<b>7,795,926.00</b>	<b>1,366,154.82</b>	<b>6,429,771.18</b>	<b>17.52</b>
<b>EXPENDITURES</b>					
101-COMMISSIONERS	74,736.68	177,925.00	70,821.94	107,103.06	39.80
105-OTHER LEGISLATIVE	21,223.56	21,242.00	21,223.56	18.44	99.91
131-CIRCUIT COURT	408,862.14	1,114,979.00	385,893.78	729,085.22	34.61
132-LEIN FEES	1,750.00	11,800.00	1,750.00	10,050.00	14.83
133-DRUG COURT GRANT	40,884.19	131,566.00	38,785.87	92,780.13	29.48
134-RDSS TRANSPORT GRANT	2,168.95	15,000.00	2,509.52	12,490.48	16.73
136-DISTRICT COURT	29,614.09	68,919.00	26,795.43	42,123.57	38.88
145-JURY COMMISSION	2,866.03	18,850.00	4,779.37	14,070.63	25.35
148-PROBATE COURT	73,897.90	173,747.00	70,601.77	103,145.23	40.63
149-PROBATION/PAROLE	287.54	1,500.00	300.17	1,199.83	20.01
166-FAMILY COUNSELING SERVICES	775.00	4,000.00	350.00	3,650.00	8.75
172-COUNTY ADMINISTRATOR	32,203.50	131,385.00	32,846.00	98,539.00	25.00
201-FINANCE DEPARTMENT	21,625.75	86,521.00	21,630.00	64,891.00	25.00
215-COUNTY CLERK/ROD	97,134.91	266,306.00	102,374.92	163,931.08	38.44
223-EXTERNAL AUDIT	22,764.14	11,290.00	13,500.00	(2,210.00)	119.57
228-INFORMATION TECHNOLOGY	21,105.44	60,781.00	12,514.25	48,266.75	20.59
253-TREASURER	41,945.76	112,046.00	44,320.79	67,725.21	39.56
257-EQUALIZATION	98,153.27	261,138.00	100,635.30	160,502.70	38.54
261-COOPERATIVE EXTENSION	16,127.54	57,521.00	26,578.60	30,942.40	46.21
262-ELECTIONS	733.53	10,220.00	765.91	9,454.09	7.49

GL NUMBER	YTD BALANCE 05/31/2014	2015 AMENDED BUDGET	YTD BALANCE 05/31/2015	AVAILABLE BALANCE	% COLLECTED/ SPENT
265-BUILDING AND GROUNDS	91,848.00	300,000.00	75,000.00	225,000.00	25.00
267-PROSECUTOR	151,882.48	474,108.00	159,894.88	314,213.12	33.73
268-CHILD SUPPORT SPECIALIST-PROS ATTY	20,969.57	52,823.00	18,958.98	33,864.02	35.89
270-HUMAN RESOURCES	16,709.00	69,873.00	17,468.00	52,405.00	25.00
278-SURVEYOR	0.00	200.00	0.00	200.00	0.00
280-OTSEGO CONSERVATION DISTRICT	4,000.00	4,000.00	4,000.00	0.00	100.00
301-SHERIFF	333,233.40	882,485.00	291,921.94	590,563.06	33.08
302-SHERIFF - CIVIL DIVISION	14,383.50	35,950.00	16,865.80	19,084.20	46.91
306-SANE	10,000.00	20,000.00	20,000.00	0.00	100.00
320-JUSTICE TRAINING	0.00	2,500.00	1,982.03	517.97	79.28
331-MARINE SAFETY	2,032.28	9,434.00	318.07	9,115.93	3.37
332-MOTORCYCLE SAFETY EDUCATION	8,461.05	75,500.00	5,432.88	70,067.12	7.20
333-MARINE SAFETY	1,982.04	8,952.00	2,636.89	6,315.11	29.46
334-SECONDARY ROAD PATROL	27,123.56	74,504.00	30,003.40	44,500.60	40.27
336-OFF-ROAD VEHICLE GRANT	272.65	22,258.00	198.49	22,059.51	0.89
351-JAIL	364,781.57	1,042,010.00	380,742.37	661,267.63	36.54
427-EMERGENCY SERVICES	7,500.00	30,000.00	7,500.00	22,500.00	25.00
445-DRAINS	4,390.00	4,500.00	0.00	4,500.00	0.00
450-REMONUMENTATION	0.00	47,433.00	0.00	47,433.00	0.00
601-DISTRICT HEALTH	88,789.00	191,130.00	47,782.50	143,347.50	25.00
605-COMMUNICABLE DISEASES	500.00	500.00	500.00	0.00	100.00
631-SUBSTANCE ABUSE	39,432.00	129,765.00	29,405.00	100,360.00	22.66
648-MEDICAL EXAMINER	23,206.44	80,650.00	26,228.82	54,421.18	32.52
649-MENTAL HEALTH	23,500.75	94,003.00	0.00	94,003.00	0.00
681-VETERANS BURIAL	2,540.00	8,450.00	2,368.80	6,081.20	28.03
682-VETERANS AFFAIRS	17,890.03	55,031.00	18,515.80	36,515.20	33.65
721-PLANNING / ZONING	27,922.97	64,213.00	20,468.74	43,744.26	31.88
729-CHAMBER OF COMMERCE	0.00	1,050.00	0.00	1,050.00	0.00
731-ECONOMIC ALLIANCE	10,000.00	10,000.00	10,000.00	0.00	100.00
851-INSURANCE AND BONDS	0.00	263,408.00	(4,768.00)	268,176.00	(1.81)
853-HEALTH CARE RETIREES	32,006.45	85,000.00	36,639.20	48,360.80	43.10

GL NUMBER	YTD BALANCE 05/31/2014	2015 AMENDED BUDGET	YTD BALANCE 05/31/2015	AVAILABLE BALANCE	% COLLECTED/ SPENT
864-DISTRIBUTIVE SERVICES	14,139.38	32,705.00	12,898.89	19,806.11	39.44
941-CONTINGENCY	0.00	94,174.00	0.00	94,174.00	0.00
961-APPROPRIATION - HUMAN SVCS	3,380.53	8,904.00	8,904.00	0.00	100.00
962-APPROPRIATION - LGL DFS FUND	0.00	50,000.00	12,500.00	37,500.00	25.00
966-APPROPRIATION - AIRPORT	107,140.50	214,281.00	107,140.00	107,141.00	50.00
967-APPROPRIATION - CHILD CARE	58,750.00	235,000.00	58,750.00	176,250.00	25.00
968-APPROPRIATION - FOC	70,897.50	148,396.00	37,099.00	111,297.00	25.00
969-APPROPRIATION - OTHER FUNDS	0.00	30,000.00	7,500.00	22,500.00	25.00
970-APPROPRIATION - EQUIP FUND	68,800.00	60,000.00	60,000.00	0.00	100.00
971-APPROPRIATION - SLDRS SLRS	5,000.00	5,000.00	5,000.00	0.00	100.00
972-APPROPRIATION - CAP PROJ FUND	25,000.00	35,000.00	35,000.00	0.00	100.00
978-APPROPRIATION - MAPPING FUND	6,000.00	6,000.00	6,000.00	0.00	100.00
<b>TOTAL Expenditures</b>	<b>2,693,324.57</b>	<b>7,795,926.00</b>	<b>2,549,833.66</b>	<b>5,246,092.34</b>	<b>32.71</b>
<b>NET OF REVENUES/EXPENDITURES - 2014</b>			<b>193,830.69</b>	<b>193,830.69</b>	
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(1,191,892.23)</b>		<b>(1,183,678.84)</b>		
<b>FUND BALANCE - JANUARY 1</b>	<b>1,994,088.22</b>		<b>1,994,088.22</b>		
<b>FUND BALANCE - MAY 31</b>	<b>802,195.99</b>		<b>1,004,240.07</b>		
<b>Fund 245 - PUBLIC IMPROVEMENT FUND</b>					
<b>REVENUES</b>					
025-INTEREST EARNINGS	8,291.29	20,000.00	7,343.59	12,656.41	36.72
215-RENT	1,491.67	0.00	0.00	0.00	0.00
<b>TOTAL Revenues</b>	<b>9,782.96</b>	<b>20,000.00</b>	<b>7,343.59</b>	<b>12,656.41</b>	<b>36.72</b>
<b>EXPENDITURES</b>					
941-CONTINGENCY	0.00	20,000.00	0.00	20,000.00	0.00
<b>TOTAL Expenditures</b>	<b>0.00</b>	<b>20,000.00</b>	<b>0.00</b>	<b>20,000.00</b>	<b>0.00</b>
<b>NET OF REVENUES/EXPENDITURES - 2014</b>			<b>30,130.69</b>	<b>30,130.69</b>	
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>9,782.96</b>		<b>7,343.59</b>		
<b>FUND BALANCE - JANUARY 1</b>	<b>1,738,434.37</b>		<b>1,738,434.37</b>		
<b>FUND BALANCE - MAY 31</b>	<b>1,748,217.33</b>		<b>1,775,908.65</b>		

GL NUMBER	YTD BALANCE 05/31/2014	2015 AMENDED BUDGET	YTD BALANCE 05/31/2015	AVAILABLE BALANCE	% COLLECTED/ SPENT
<b>Fund 257 - BUDGET STABLIZATION</b>					
<b>REVENUES</b>					
025-INTEREST EARNINGS	0.00	7,500.00	6,114.28	1,385.72	81.52
050-SPECIAL ITEMS/TRANSFERS	100,000.00	0.00	0.00	0.00	0.00
<b>TOTAL Revenues</b>	<b>100,000.00</b>	<b>7,500.00</b>	<b>6,114.28</b>	<b>1,385.72</b>	<b>81.52</b>
<b>EXPENDITURES</b>					
941-CONTINGENCY	0.00	7,500.00	0.00	7,500.00	0.00
<b>TOTAL Expenditures</b>	<b>0.00</b>	<b>7,500.00</b>	<b>0.00</b>	<b>7,500.00</b>	<b>0.00</b>
<b>NET OF REVENUES/EXPENDITURES - 2014</b>			<b>109,504.41</b>	<b>109,504.41</b>	
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>100,000.00</b>		<b>6,114.28</b>		
<b>FUND BALANCE - JANUARY 1</b>	<b>1,375,682.73</b>		<b>1,375,682.73</b>		
<b>FUND BALANCE - MAY 31</b>	<b>1,475,682.73</b>		<b>1,491,301.42</b>		
<b>Fund 260 - LEGAL DEFENSE FUND</b>					
<b>REVENUES</b>					
025-INTEREST EARNINGS	71.72	0.00	110.29	(110.29)	100.00
050-SPECIAL ITEMS/TRANSFERS	0.00	50,000.00	12,500.00	37,500.00	25.00
<b>TOTAL Revenues</b>	<b>71.72</b>	<b>50,000.00</b>	<b>12,610.29</b>	<b>37,389.71</b>	<b>25.22</b>
<b>EXPENDITURES</b>					
130-46TH CIRCUIT TRIAL COURT	0.00	5,000.00	0.00	5,000.00	0.00
270-HUMAN RESOURCES	14,066.74	45,000.00	29,744.22	15,255.78	66.10
<b>TOTAL Expenditures</b>	<b>14,066.74</b>	<b>50,000.00</b>	<b>29,744.22</b>	<b>20,255.78</b>	<b>59.49</b>
<b>NET OF REVENUES/EXPENDITURES - 2014</b>			<b>(28,703.23)</b>	<b>(28,703.23)</b>	
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(13,995.02)</b>		<b>(17,133.93)</b>		
<b>FUND BALANCE - JANUARY 1</b>	<b>153,160.61</b>		<b>153,160.61</b>		
<b>FUND BALANCE - MAY 31</b>	<b>139,165.59</b>		<b>107,323.45</b>		

GL NUMBER	YTD BALANCE 05/31/2014	2015 AMENDED BUDGET	YTD BALANCE 05/31/2015	AVAILABLE BALANCE	% COLLECTED/ SPENT
<b>Fund 266 - EQUIPMENT FUND</b>					
<b>REVENUES</b>					
030-OTHER REVENUE	0.00	0.00	1,657.89	(1,657.89)	100.00
050-SPECIAL ITEMS/TRANSFERS	68,800.00	67,491.00	60,080.00	7,411.00	89.02
<b>TOTAL Revenues</b>	<b>68,800.00</b>	<b>67,491.00</b>	<b>61,737.89</b>	<b>5,753.11</b>	<b>91.48</b>
<b>EXPENDITURES</b>					
901-CAPITAL OUTLAY	54,922.40	67,491.00	8,410.67	59,080.33	12.46
941-CONTINGENCY	11,482.00	0.00	0.00	0.00	0.00
<b>TOTAL Expenditures</b>	<b>66,404.40</b>	<b>67,491.00</b>	<b>8,410.67</b>	<b>59,080.33</b>	<b>12.46</b>
<b>NET OF REVENUES/EXPENDITURES - 2014</b>			<b>(76,704.68)</b>	<b>(76,704.68)</b>	
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>2,395.60</b>		<b>53,327.22</b>		
<b>FUND BALANCE - JANUARY 1</b>	<b>151,365.50</b>		<b>151,365.50</b>		
<b>FUND BALANCE - MAY 31</b>	<b>153,761.10</b>		<b>127,988.04</b>		
<b>Fund 285 - REVENUE SHARING RESERVE</b>					
<b>REVENUES</b>					
010-PROPERTY TAXES	0.00	131,663.00	0.00	131,663.00	0.00
<b>TOTAL Revenues</b>	<b>0.00</b>	<b>131,663.00</b>	<b>0.00</b>	<b>131,663.00</b>	<b>0.00</b>
<b>EXPENDITURES</b>					
999-TRANSFER OUT	489,794.00	131,663.00	131,663.85	(0.85)	100.00
<b>TOTAL Expenditures</b>	<b>489,794.00</b>	<b>131,663.00</b>	<b>131,663.85</b>	<b>(0.85)</b>	<b>100.00</b>
<b>NET OF REVENUES/EXPENDITURES - 2014</b>			<b>(484,835.97)</b>	<b>(484,835.97)</b>	
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(489,794.00)</b>		<b>(131,663.85)</b>		
<b>FUND BALANCE - JANUARY 1</b>	<b>621,457.85</b>		<b>621,457.85</b>		
<b>FUND BALANCE - MAY 31</b>	<b>131,663.85</b>		<b>4,958.03</b>		

GL NUMBER	YTD BALANCE 05/31/2014	2015 AMENDED BUDGET	YTD BALANCE 05/31/2015	AVAILABLE BALANCE	% COLLECTED/ SPENT
<b>Fund 499 - CAPITAL PROJECTS FUND</b>					
<b>REVENUES</b>					
050-SPECIAL ITEMS/TRANSFERS	25,000.00	173,860.00	160,000.00	13,860.00	92.03
<b>TOTAL Revenues</b>	<b>25,000.00</b>	<b>173,860.00</b>	<b>160,000.00</b>	<b>13,860.00</b>	<b>92.03</b>
<b>EXPENDITURES</b>					
901-CAPITAL OUTLAY	19,339.76	172,860.00	83,071.24	89,788.76	48.06
941-CONTINGENCY	0.00	1,000.00	1,000.00	0.00	100.00
999-TRANSFER OUT	15,000.00	0.00	0.00	0.00	0.00
<b>TOTAL Expenditures</b>	<b>34,339.76</b>	<b>173,860.00</b>	<b>84,071.24</b>	<b>89,788.76</b>	<b>48.36</b>
<b>NET OF REVENUES/EXPENDITURES - 2014</b>			<b>246,393.11</b>	<b>246,393.11</b>	
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(9,339.76)</b>		<b>75,928.76</b>		
<b>FUND BALANCE - JANUARY 1</b>	<b>269,279.22</b>		<b>269,279.22</b>		
<b>FUND BALANCE - MAY 31</b>	<b>259,939.46</b>		<b>591,601.09</b>		
<b>Fund 569 - DEBT SERVICE</b>					
<b>REVENUES</b>					
050-SPECIAL ITEMS/TRANSFERS	260,225.00	325,388.00	286,212.50	39,175.50	87.96
215-RENT	27,166.50	0.00	0.00	0.00	0.00
<b>TOTAL Revenues</b>	<b>287,391.50</b>	<b>325,388.00</b>	<b>286,212.50</b>	<b>39,175.50</b>	<b>87.96</b>
<b>EXPENDITURES</b>					
906-DEBT SERVICE	261,590.00	325,388.00	286,212.50	39,175.50	87.96
<b>TOTAL Expenditures</b>	<b>261,590.00</b>	<b>325,388.00</b>	<b>286,212.50</b>	<b>39,175.50</b>	<b>87.96</b>
<b>NET OF REVENUES/EXPENDITURES - 2014</b>			<b>(163,812.18)</b>	<b>(163,812.18)</b>	
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>25,801.50</b>		<b>0.00</b>		
<b>FUND BALANCE - JANUARY 1</b>	<b>163,812.18</b>		<b>163,812.18</b>		
<b>FUND BALANCE - MAY 31</b>	<b>189,613.68</b>		<b>0.00</b>		

GL NUMBER	YTD BALANCE 05/31/2014	2015 AMENDED BUDGET	YTD BALANCE 05/31/2015	AVAILABLE BALANCE	% COLLECTED/ SPENT
<b>Fund 647 - HEALTH CARE FUND</b>					
<b>REVENUES</b>					
025-INTEREST EARNINGS	93.74	0.00	179.38	(179.38)	100.00
050-SPECIAL ITEMS/TRANSFERS	0.00	59,763.00	0.00	59,763.00	0.00
485-HEALTH CARE CONTRIBUTIONS	419,285.27	1,040,000.00	458,053.02	581,946.98	44.04
<b>TOTAL Revenues</b>	<b>419,379.01</b>	<b>1,099,763.00</b>	<b>458,232.40</b>	<b>641,530.60</b>	<b>41.67</b>
<b>EXPENDITURES</b>					
851-INSURANCE AND BONDS	509,675.31	1,040,000.00	522,625.44	517,374.56	50.25
999-TRANSFER OUT	0.00	59,763.00	0.00	59,763.00	0.00
<b>TOTAL Expenditures</b>	<b>509,675.31</b>	<b>1,099,763.00</b>	<b>522,625.44</b>	<b>577,137.56</b>	<b>47.52</b>
<b>NET OF REVENUES/EXPENDITURES - 2014</b>			<b>(63,573.04)</b>	<b>(63,573.04)</b>	
<b>NET OF REVENUES &amp; EXPENDITURES</b>	<b>(90,296.30)</b>		<b>(64,393.04)</b>		
<b>FUND BALANCE - JANUARY 1</b>	<b>563,573.04</b>		<b>563,573.04</b>		
<b>FUND BALANCE - MAY 31</b>	<b>473,276.74</b>		<b>435,606.96</b>		

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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  June 16, 2015 Warrant	<b>AGENDA DATE:</b>  June 23, 2015
<b>AGENDA PLACEMENT:</b>  New Business, A. Financials, Item 1	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  Rachel Frisch, Finance Director	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

The County issues a check disbursement report (Warrant) every week for County payables.

The June 16, 2015 warrant amount is \$145,528.48.

**RECOMMENDATION:**

Approval of the June 16, 2015 Warrant is request.

06/12/2015

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO  
JUNE 16, 2015 WARRANT

Check #	Check Date	Payee	Description	GL #	Amount
56959	06/09/2015	CHARLES BERLIN**VOID**	5/21/15 HOUSING MEETING PER DEIM AN	233-690-703.040	(40.00)
56959	06/09/2015	CHARLES BERLIN**VOID**	5/21/15 HOUSING MEETING PER DEIM AN	233-690-930.500	(2.85)
57112	06/08/2015	BLUE CARE NETWORK	COURT INS RENEWAL	101-131-704.110	7,519.25
57112	06/08/2015	BLUE CARE NETWORK	COURT INS RENEWAL	101-136-704.110	1,561.86
57112	06/08/2015	BLUE CARE NETWORK	COURT INS RENEWAL	101-148-704.110	1,958.50
57112	06/08/2015	BLUE CARE NETWORK	COURT INS RENEWAL	215-141-704.110	5,831.06
57112	06/08/2015	BLUE CARE NETWORK	COURT INS RENEWAL	292-662-704.110	2,769.64
57112	06/08/2015	BLUE CARE NETWORK	COURT INS RENEWAL	704-000-231.261	4,910.08
					24,550.39
57113	06/12/2015	CHARLES BERLIN	5/21/15 HOUSING MEETING PER DEIM AN	233-690-703.040	40.00
57113	06/12/2015	CHARLES BERLIN	5/21/15 HOUSING MEETING PER DEIM AN	233-690-930.500	2.85
					42.85
1343(E)	06/16/2015	CONSUMERS ENERGY	PARK AND LIBKE ELECTRIC BILLS	208-752-930.620	1,102.70
1343(E)	06/16/2015	CONSUMERS ENERGY	100060707310 4/15-5/14/2015	212-430-930.620	909.21
1343(E)	06/16/2015	CONSUMERS ENERGY	RECYCLING - OLD STATE ROAD	226-528-930.620-PROG000000	23.88
1343(E)	06/16/2015	CONSUMERS ENERGY	MULTIPLE ELECTRIC ACCOUNTS	281-537-930.620	2,242.78
1343(E)	06/16/2015	CONSUMERS ENERGY	204474379700 MAY	588-699-930.620	1,265.78
1343(E)	06/16/2015	CONSUMERS ENERGY	100000067155	637-265-930.620-ALPCT00000	319.52
1343(E)	06/16/2015	CONSUMERS ENERGY	100021190929	637-265-930.620-SILLI00000	24.10
					5,887.97
1344(E)	06/16/2015	DTE ENERGY	456939000018	637-265-930.610-ALPCT00000	4,856.16
1345(E)	06/16/2015	MUNICIPAL EMPLOYEES RETIREMEI	5-2015 COUNTY RETIREMENT	704-000-231.700	44,905.25

1346(E)	06/16/2015	MUNICIPAL EMPLOYEES RETIREME	MAY 2015 COURT MERS	704-000-231.700	10,269.30
1347(E)	06/16/2015	MUNICIPAL EMPLOYEES RETIREME	MAY 2015 COURT MERS HYBRID DEFINED	704-000-231.700	700.98
57114	06/16/2015	44NORTH	JUNE 2015 COBRA ADMIN FEES	101-131-704.110	11.66
57114	06/16/2015	44NORTH	JUNE 2015 COBRA ADMIN FEES	101-133-704.110	0.95
57114	06/16/2015	44NORTH	JUNE 2015 COBRA ADMIN FEES	101-136-704.110	0.95
57114	06/16/2015	44NORTH	JUNE 2015 COBRA ADMIN FEES	101-148-704.110	0.95
57114	06/16/2015	44NORTH	JUNE 2015 COBRA ADMIN FEES	215-141-704.110	5.70
57114	06/16/2015	44NORTH	JUNE 2015 COBRA ADMIN FEES	292-662-704.110	2.59
					<u>22.80</u>
57115	06/16/2015	44NORTH	JUNE 2015 - 18 TELADOC MEMBERSHIP FE	101-131-704.110	48.55
57115	06/16/2015	44NORTH	JUNE 2015 - 18 TELADOC MEMBERSHIP FE	101-136-704.110	6.50
57115	06/16/2015	44NORTH	JUNE 2015 - 18 TELADOC MEMBERSHIP FE	101-148-704.110	6.50
57115	06/16/2015	44NORTH	JUNE 2015 - 18 TELADOC MEMBERSHIP FE	215-141-704.110	39.00
57115	06/16/2015	44NORTH	JUNE 2015 - 18 TELADOC MEMBERSHIP FE	292-662-704.110	16.45
					<u>117.00</u>
57116	06/16/2015	AMANDA KLEE	REST PMT BY MATTHEW ANDERSON 15-3:	701-000-271.130	185.00
57117	06/16/2015	AMERICAN WASTE	REST PMT BY MARCUS OROURKE 15-3125	701-000-271.130	10.40
57118	06/16/2015	BLOSSOM MCMICHAEL	CAMPING REFUND - CANCELLATION	208-440-652.030	49.00

57119	06/16/2015	BONNY MILLER	PER DIEM, TRAVEL JUNE MEETING TRAVEL 208-752-703.040		40.00
57119	06/16/2015	BONNY MILLER	PER DIEM, TRAVEL JUNE MEETING TRAVEL 208-752-930.500		34.00
					<u>74.00</u>
57120	06/16/2015	BUTCH FLEMING	PER DIEM, TRAVEL JUNE MEETING	208-752-703.040	40.00
57120	06/16/2015	BUTCH FLEMING	PER DIEM, TRAVEL JUNE MEETING	208-752-930.500	9.00
					<u>49.00</u>
57121	06/16/2015	CHARTER COMMUNICATIONS	CABLE BILL	208-751-726.000	72.04
57122	06/16/2015	CHOICE PUBLICATIONS	EVENT ADS PARK, CENTER, GROEN	208-751-930.300	39.60
57122	06/16/2015	CHOICE PUBLICATIONS	EVENT ADS PARK, CENTER, GROEN	208-752-930.300	79.20
57122	06/16/2015	CHOICE PUBLICATIONS	EVENT ADS PARK, CENTER, GROEN	209-751-930.300	39.60
					<u>158.40</u>
57123	06/16/2015	CITIZENS INSURANCE	CLM# 14-00350931	701-000-271.000	80.00
57124	06/16/2015	CROSSROADS INDUSTRIES	RESTITUTION	701-000-271.000	75.00
57125	06/16/2015	DAVE BARAGREY	PER DIEM, TRAVEL JUNE MEETING	208-752-703.040	40.00
57125	06/16/2015	DAVE BARAGREY	PER DIEM, TRAVEL JUNE MEETING	208-752-930.500	1.00
					<u>41.00</u>
57126	06/16/2015	DE LAGE LANDEN PUBLIC FINANCE	JUNE 2015 COURT COPIER LEASE PAYMEN	101-131-920.520	104.77
57126	06/16/2015	DE LAGE LANDEN PUBLIC FINANCE	JUNE 2015 FOC COPIER LEASE PAYMENT	215-141-920.520	80.74
					<u>185.51</u>

57127	06/16/2015	DEKETO	INV#2015#05 MAY DOCUMENTS	101-215-920.410	373.33
57127	06/16/2015	DEKETO	INV#2015#05 MAY DOCUMENTS	256-215-920.410	746.67
					<u>1,120.00</u>
57128	06/16/2015	DTE ENERGY	456939000067 MAR 2015	212-430-930.610	816.70
57128	06/16/2015	DTE ENERGY	AIRPORT GAS BILL	281-537-930.610	259.27
57128	06/16/2015	DTE ENERGY	463315100024 MAY	588-699-930.610	1,133.88
57128	06/16/2015	DTE ENERGY	463311600043	637-265-930.610-ALPCT00000	258.24
57128	06/16/2015	DTE ENERGY	460634600049	637-265-930.610-INFO CTR00	39.80
57128	06/16/2015	DTE ENERGY	463313300014	637-265-930.610-SILLI00000	45.92
					<u>2,553.81</u>
57129	06/16/2015	DUNNS	MAY 2015 COURT COPY FEES & MAINTENAN	101-131-920.520	122.40
57129	06/16/2015	DUNNS	MAY 2015 CIRCUIT SECRETARY COPY FEES	101-131-940.111	30.08
57129	06/16/2015	DUNNS	ACT#247, INV#801531,801986,802199,80	101-215-726.000	260.36
57129	06/16/2015	DUNNS	MONTHLY COPIER CONTRACT FEE FOR HO	101-682-920.410	25.33
57129	06/16/2015	DUNNS	TONERS, PAPER, BINDER	208-751-726.000	360.00
57129	06/16/2015	DUNNS	TONERS, PAPER, BINDER	208-752-726.000	41.03
57129	06/16/2015	DUNNS	MAY 2015 FOC COPY FEES & MAINTENAN	215-141-920.520	64.99
57129	06/16/2015	DUNNS	MONTHLY COPIER CONTRACT FEE FOR HO	232-690-920.410	25.33
					<u>929.52</u>
57130	06/16/2015	EARTHWORKS ENTERPRISES INC	18050 SAND FOR PARK	208-752-726.000	255.00
57131	06/16/2015	FIREWORK DEPOT	RESTITUTION	701-000-271.000	15.00
57132	06/16/2015	FRANK ZAREMBA	003 FIREWOOD	208-752-726.000	125.00

57133	06/16/2015	FRONTIER	9897052645020712-5	212-430-930.210	74.86
57133	06/16/2015	FRONTIER	ACCT#269-161-8203-082208-5	261-427-930.210	115.45
					<u>190.31</u>
57134	06/16/2015	GILL ROYS HARDWARE	PARKS/REC	208-751-726.000	2.34
57134	06/16/2015	GILL ROYS HARDWARE	PARKS/REC	208-752-726.000	138.17
57134	06/16/2015	GILL ROYS HARDWARE	PARKS/REC	208-752-726.050	187.49
57134	06/16/2015	GILL ROYS HARDWARE	PARKS/REC	209-751-726.000	6.76
					<u>334.76</u>
57135	06/16/2015	GINA MARCHIO	TRAVEL EXPENSE	208-751-930.500	104.00
57135	06/16/2015	GINA MARCHIO	TRAVEL EXPENSE	209-751-930.500	24.00
					<u>128.00</u>
57136	06/16/2015	GREAT LAKES PIPE & SUPPLY	0311850 ANTI SIPHON VACUUM BREAKER	208-752-726.050	80.25
57137	06/16/2015	HOLY CROSS CHILDRENS SERVICES	14-26-NA L. CAMERON & R. CAMERON PL	292-662-930.810	2,092.44
57138	06/16/2015	HOME DEPOT # 2759	REST PMT BY MARCUS OROURKE 15-3125	701-000-271.130	10.40
57139	06/16/2015	JAMES SCOTT TURNER	CAMPING REFUND - LEFT EARLY	208-440-652.030	31.00
57140	06/16/2015	JOSEPH S KOPROWICZ	2015 AIRSHOW CLOWN	282-537-940.010	300.00
57141	06/16/2015	JUDITH JARECKI	PER DIEM, TRAVEL JUNE MEETING	208-752-703.040	40.00

57141	06/16/2015	JUDITH JARECKI	PER DIEM, TRAVEL JUNE MEETING	208-752-930.500	16.00
					-----
					56.00
57142	06/16/2015	KC AEROSPORTS LLC	2015 AIRSHOW	282-537-940.010	500.00
57143	06/16/2015	KEN HOYT	CAMPING REFUND - CANCELLATION	208-440-652.030	42.00
57144	06/16/2015	LARRY DUSSEAU	OVERPAYMENT 2013 TAXES	516-030-694.000	15.00
57145	06/16/2015	LOWES	REST PMT BY MARCUS OROURKE 15-3125	701-000-271.130	10.40
57146	06/16/2015	MAXIMUM SECURITY	8757 MONITOR RESTROOM AND STATION	209-751-726.000	209.94
57147	06/16/2015	MAXIMUS INC	FOC 2ND QTR FY 2015 (JAN-MAR) SCANTR	215-141-801.020	597.80
57148	06/16/2015	MI COUNTIES WORKERS COMPENS. 10010		704-000-231.270	16,744.00
57149	06/16/2015	MICHIGAN DEPARTMENT OF TREAS ESCHEATS		701-000-268.000	238.00
57150	06/16/2015	MICHIGAN DEPT OF AGRICULTURE	2014 QUALIFIED FOREST PAYMENT TO ST/	701-000-275.000	579.85
57151	06/16/2015	MIKE JAROSZ	6/8/15 S.S. MARIE BASIC RIDER COURSE IN	101-332-801.020	140.00
57151	06/16/2015	MIKE JAROSZ	6/8/15 S.S. MARIE BASIC RIDER COURSE IN	101-332-801.030	574.00
57151	06/16/2015	MIKE JAROSZ	6/8/15 S.S. MARIE BASIC RIDER COURSE IN	101-332-930.660	46.40
					-----

					760.40
57152	06/16/2015	NICHOLAS JAMES ANTHONY	JUNE 2015 WEEKEND DRUG TESTER: JUN (	101-133-940.010	80.00
57153	06/16/2015	NORTHERN MICHIGAN REVIEW	14112438 CLASSIFIED ADS FOR SHERIFF [	101-301-726.000	80.00
57153	06/16/2015	NORTHERN MICHIGAN REVIEW	14112438 CLASSIFIED ADS FOR SHERIFF [	101-302-726.000	133.00
57153	06/16/2015	NORTHERN MICHIGAN REVIEW	14112438 CLASSIFIED ADS FOR SHERIFF [	101-331-726.000	133.00
57153	06/16/2015	NORTHERN MICHIGAN REVIEW	14116652 REF 00447561	212-430-930.300	98.00
					<u>444.00</u>
57154	06/16/2015	OMS COMPLIANCE SERVICES INC	79541 RANDOM DRUG TEST	588-699-940.010	75.75
57155	06/16/2015	OTSEGO COUNTY BUS SYSTEM	MAY 2015 DRUG COURT BUS	101-133-930.500	68.00
57156	06/16/2015	PAUL KEPPELER	2015 AIRSHOW T-33 AIRCRAFT	282-537-940.010	900.00
57157	06/16/2015	PEPSI BEVERAGE COMPANY	2015 AIRSHOW PEPSI	282-537-726.000	1,114.00
57158	06/16/2015	PETE AWREY	PER DIEM, TRAVEL JUNE MEETING	208-752-703.040	40.00
57158	06/16/2015	PETE AWREY	PER DIEM, TRAVEL JUNE MEETING	208-752-930.500	0.50
					<u>40.50</u>
57159	06/16/2015	POINT OF PEACE COUNSELING SER\	14-63-DL A. ANDERSON COUNSELING - AP	292-662-940.010	560.00
57160	06/16/2015	PRO-BUILD	289430 BOARDS FOR STEPS, FENCE RAILS	208-752-726.050	259.92

57161	06/16/2015	PROTECTION ONE	6/28/15 TO 7/27/15 DC/FAMILY COURT W	101-131-940.010	82.59
57161	06/16/2015	PROTECTION ONE	6/28/15 TO 7/27/15 ADMIN/PA WING MC	101-267-920.410	27.53
57161	06/16/2015	PROTECTION ONE	6/28/15 TO 7/27/15 FOC WING MONITOR	215-141-940.010	44.04
					<u>154.16</u>
57162	06/16/2015	REDWOOD TOXICOLOGY LABORATORY	MAY 2015 DRUG COURT DRUG TESTING	101-133-940.010	794.15
57163	06/16/2015	REV'D UP! INC. ITINIO	3319 RESERVATION SETUP, DEVELOPMENT	208-901-970.450	8,020.00
57164	06/16/2015	RICHARD CARTER	CAMPING REFUND - CANCELLATION	208-440-652.030	43.00
57165	06/16/2015	RICHARD CILWA	RESTITUTION	701-000-271.000	50.00
57166	06/16/2015	SANE	RESTITUTION	701-000-271.000	279.50
57167	06/16/2015	SCOTT COURTERIER	PER DIEM, TRAVEL JUNE MEETING	208-752-703.040	40.00
57167	06/16/2015	SCOTT COURTERIER	PER DIEM, TRAVEL JUNE MEETING	208-752-930.500	8.00
					<u>48.00</u>
57168	06/16/2015	SOUL PURPOSE COUNSELING & CO	MAY 2015 MENTAL HEALTH GROUP COUN	101-133-940.010	1,275.00
57169	06/16/2015	SPECIAL EVENT FUN INC	2015 AIRSHOW TRAIN	282-537-940.010	2,000.00

57170	06/16/2015	STATE OF MICHIGAN	MAY 2014 MONTH END	701-000-228.037	894.76
57170	06/16/2015	STATE OF MICHIGAN	MAY 2014 MONTH END	701-000-228.042	290.00
57170	06/16/2015	STATE OF MICHIGAN	MAY 2014 MONTH END	701-000-228.057	25.00
57170	06/16/2015	STATE OF MICHIGAN	MAY 2014 MONTH END	701-000-228.058	595.00
57170	06/16/2015	STATE OF MICHIGAN	MAY 2014 MONTH END	701-000-228.059	874.09
					<u>2,678.85</u>
57171	06/16/2015	STATE OF MICHIGAN	MAY 2015 MONTH END	701-000-228.006	969.13
57171	06/16/2015	STATE OF MICHIGAN	MAY 2015 MONTH END	701-000-228.037	67.50
57171	06/16/2015	STATE OF MICHIGAN	MAY 2015 MONTH END	701-000-228.042	190.00
57171	06/16/2015	STATE OF MICHIGAN	MAY 2015 MONTH END	701-000-228.058	1,050.00
57171	06/16/2015	STATE OF MICHIGAN	MAY 2015 MONTH END	701-000-228.059	105.00
					<u>2,381.63</u>
57172	06/16/2015	STATE OF MICHIGAN	MAY 2015 MONTH END	701-000-228.005	4.00
57173	06/16/2015	STURGEON VALLEY CONSULTING LI NATURE PHOTOGRAPHY CLASS		209-751-726.000	250.00
57174	06/16/2015	TERRANCE M COTTLE	MAY 2015 MENTAL HEALTH COUNSELING	101-133-940.010	1,120.00
57175	06/16/2015	THERESA KINSINGER	RESTITUTION	701-000-271.000	31.63
57176	06/16/2015	THOMAS JOHNSON	PER DIEM, TRAVEL JUNE MEETING	208-752-703.040	40.00
57176	06/16/2015	THOMAS JOHNSON	PER DIEM, TRAVEL JUNE MEETING	208-752-930.500	15.00
					<u>55.00</u>
57177	06/16/2015	TIMOTHY MCPHERSON	6/7/2015 STUDENT REGISTRATIONS 26	101-332-801.020	260.00

57178	06/16/2015	TONYA KLEE-JURCZYK	RESTITUTION	701-000-271.000	60.00
57179	06/16/2015	TRACTOR SUPPLY CO-DEPT 30-120	TUBE FOR TIRE ON HAY WAGON	208-752-726.000	18.01
57180	06/16/2015	UCMAN	ALPINE CTR/CRTHS	101-864-930.240	800.00
57180	06/16/2015	UCMAN	1789 WIRELESS AT PARK JUNE	208-752-726.000	16.00
57180	06/16/2015	UCMAN	INV 1745 MAY 2015	212-430-920.410	400.00
57180	06/16/2015	UCMAN	1784 JUNE	588-699-940.010	59.95
					<u>1,275.95</u>
57181	06/16/2015	WASTE MANAGEMENT	REST PMT BY MARCUS OROURKE 15-3125	701-000-271.130	10.40
57182	06/16/2015	WASTE MANAGEMENT	ALPINE CENTER	637-265-920.410	188.79
57183	06/16/2015	WEST PAYMENT CENTER	MAY 2015 COURT SKIP TRACING PROGRAM	101-131-940.010	116.78
57183	06/16/2015	WEST PAYMENT CENTER	MAY 2015 TRI-COUNTY WEST LAW CONTR	101-131-940.111	577.53
					<u>694.31</u>
57184	06/16/2015	WILLIAM HOLEWINSKI	PER DIEM, TRAVEL JUNE MEETING	208-752-703.040	40.00
57184	06/16/2015	WILLIAM HOLEWINSKI	PER DIEM, TRAVEL JUNE MEETING	208-752-930.500	3.00
					<u>43.00</u>
		TOTAL - ALL FUNDS	TOTAL OF 78 CHECKS (1 VOIDED)		145,528.48
			VOIDED CHECK		(42.85)
			NET CASH DISBURSEMENT		145,485.63

Fund	Amount
<hr/>	
Total for fund 101 GENERAL FUND	18,339.92
Total for fund 208 PARKS AND RECREATIO	11,472.25
Total for fund 209 GROEN NATURE PRESEF	530.30
Total for fund 212 ANIMAL CONTROL	2,298.77
Total for fund 215 FRIEND OF THE COURT	6,663.33
Total for fund 226 RECYCLING FUND	23.88
Total for fund 232 HOUSING COMMISSION	25.33
Total for fund 233 HUD GRANT FUND	42.85
Total for fund 256 REGISTER OF DEEDS AU	746.67
Total for fund 261 911 SERVICE FUND	115.45
Total for fund 281 AIRPORT	2,502.05
Total for fund 282 AIRPORT SPECIAL EVEN	4,814.00
Total for fund 292 CHILD CARE FUND	5,441.12
Total for fund 516 DELINQUENT TAX REVO	15.00
Total for fund 588 TRANSPORTATION FUN	2,535.36
Total for fund 637 BUILDING AND GROUNI	5,732.53
Total for fund 701 GENERAL AGENCY	6,700.06
Total for fund 704 PAYROLL IMPREST FUNI	77,529.61
	145,528.48
VOIDED CHECK	(42.85)
NET WARRANT AMOUNT	145,485.63

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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  June 23, 2015 Warrant	<b>AGENDA DATE:</b>  June 23, 2015
<b>AGENDA PLACEMENT:</b>  New Business, A. Financials, Item 2	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  Rachel Frisch, Finance Director	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

The County issues a check disbursement report (Warrant) every week for County payables.

The June 23, 2015 warrant amount is \$354,812.77.

**RECOMMENDATION:**

Approval of the June 23, 2015 Warrant is requested.

06/18/2015 12:22 PM  
User: dlandrie  
DB: Otsego Co

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO  
CHECK DATE FROM 06/18/2015 - 06/18/2015

Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/18/2015	AP	57185	JOHNSON OIL COMPANY	VETERAN ASSISTANCE	294-683-930.999	485.34
			TOTAL - ALL FUNDS	TOTAL OF 1 CHECKS		485.34
--- GL TOTALS ---						
294-683-930.999		MISC OTHER SERVICES			485.34	

06/18/2015 12:22 PM  
User: dlandrie  
DB: Otsego Co

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO  
CHECK DATE FROM 06/18/2015 - 06/18/2015

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Total for fund 294 VETERANS' TRUST FUND

485.34

485.34

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO  
 CHECK DATE FROM 06/23/2015 - 06/23/2015

Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/23/2015	AP	1348 (E)	SPEEDWAY SUPERAMERICA LLC	ACCT 100181575	101-257-930.660	56.76
		1348 (E)		ACCT 100181575	101-301-930.660	1,719.20
		1348 (E)		ACCT 100181575	101-302-930.660	73.43
		1348 (E)		ACCT 100181575	101-648-930.660	85.15
		1348 (E)		ACCT 100181575	101-721-930.660	88.11
		1348 (E)		ACCT 100181575	205-301-930.660	364.04
		1348 (E)		ACCT 100181575	208-752-930.660	305.34
		1348 (E)		ACCT 100181575	210-651-700.000	3,610.67
		1348 (E)		ACCT 100181575	212-430-930.660	443.58
		1348 (E)		ACCT 100181575	249-371-930.660	29.36
		1348 (E)		ACCT 100181575	281-537-930.660	192.66
		1348 (E)		ACCT 100181575	645-172-930.660	91.70
						7,060.00
06/23/2015	AP	57186	123NET	110735	637-265-930.210	1,427.76
06/23/2015	AP	57187	21ST CENTURY MEDIA-MICHIGAN	ACCT #552989, MARKETING FLYERS FOR	233-690-930.300	339.69
06/23/2015	AP	57188	44NORTH	HRA ADMIN, COBRA, TELADOC JUNE	647-851-704.110	2,255.10
06/23/2015	AP	57189	7TH PROBATE FAMILY COURT	13-107-DL YAEGER PLACEMENT 5/1/15	292-662-930.810	3,755.00
06/23/2015	AP	57190	87- A DISTRICT	MAY 2015 CREDIT CARD FEES	101-131-930.150	636.78
06/23/2015	AP	57191	ACCU-FAX SERVICES	2015136-035 OUT OF STATE	101-267-726.000	64.50
06/23/2015	AP	57192	ALLEN & HOPE PROCESS SERVING	PERSONAL SERVICE ON JAMES	101-131-930.450	12.00
06/23/2015	AP	57193	ALPINE ANIMAL HOSPITAL	APR 2015	212-430-930.471	1,094.51
		57193		APR 2015	212-430-930.980	1,049.00
						2,143.51
06/23/2015	AP	57194	ALPINE LOCKSMITH	INV#747040 (3 DUPLICATE KEYS AAA9)	637-265-726.050	9.00
06/23/2015	AP	57195	AMERICAN FIDELITY ASSURANCE	JUNE 2015 CANCER/LIFE/DISABILITY	704-000-231.285	344.62
06/23/2015	AP	57196	ARTIC GLACIER PURE ICE CO	882513800 ICE	208-752-726.000	240.00
06/23/2015	AP	57197	AUTO VALUE GAYLORD	259-280732 STOCK; 259-280797	588-699-726.050	185.88
06/23/2015	AP	57198	BELLROC TIRE SERVICES	46589 STOCK	588-699-726.050	1,586.41
06/23/2015	AP	57199	BLAZE ALEXANDER BYERLY	BENCH TRIAL ON 5-20-15; 2 MILES +	101-267-930.940	8.50
06/23/2015	AP	57200	BLUE TOOL SERVICE LLC	50116; 50283 SHOP TOOLS	588-699-726.050	73.19
06/23/2015	AP	57201	BRUCE TILLINGER	MECHANICAL AND PLUMBING	249-371-801.027	1,440.00
06/23/2015	AP	57202	C2AE	COURTHOUSE PLAZA PROJECT INV 60136	499-901-970.300-LAWN	1,130.00
		57202		PROJ#14-0144 INV#60129	499-901-970.300-TRAIL	740.00
						1,870.00

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06/23/2015	AP	57203	CAPITAL TIRE INC	50063451 SHERIFF #6908	588-699-726.050	523.96
06/23/2015	AP	57204	CATHERINE ISBELL	14-51-DL FORMAN TRANSPORT ON	101-134-930.500	51.75
		57204		14-51-DL FORMAN TRANSPORT ON	101-134-940.010	21.00
		57204		14-51-DL FORMAN TRANSPORT ON	292-662-930.500	25.88
		57204		14-51-DL FORMAN TRANSPORT ON	292-662-930.830	12.00
						<u>110.63</u>
06/23/2015	AP	57205	CATHOLIC HUMAN SERVICES INC	MAY 2015 MENTAL HEALTH COUNSELING	101-133-940.010	35.00
06/23/2015	AP	57206	CDW GOVERNMENT INC	SAMSUNG TABLET - OTTERBOX (QUOTE -	516-253-726.000	152.75
		57206		SAMSUNG TABLET - OTTERBOX (QUOTE -	617-253-726.000	152.75
						<u>305.50</u>
06/23/2015	AP	57207	CENTURYLINK	INV#1341669689 ACCT#63357762	261-427-940.010	119.47
06/23/2015	AP	57208	CHELSEY JONES	CHAPMAN PRELIM ON 5-29-15; 26 MI,	101-267-930.940	20.50
06/23/2015	AP	57209	CHRISTOPHER COON	PRELIM ON 5-29-15; 10 MILES + 1/2	101-267-930.940	12.50
06/23/2015	AP	57210	CHUCKS ELECTRIC OF GAYLORD	OUTDOOR LIGHT AND REWIRE OF	249-371-726.050	602.00
06/23/2015	AP	57211	CITY OF GAYLORD	001254-0000-02 JUNE	588-699-920.200	64.86
06/23/2015	AP	57212	CONSUMER'S MUTUAL INSURANCE	COUNTY HEALTHCARE	647-851-704.110	78,703.16
06/23/2015	AP	57213	CORECOMM	115039078 - JUNE 2015	101-131-930.210	21.95
06/23/2015	AP	57214	COREY MILLER	MILEAGE & WITNESS FEE: ACKERMAN	101-267-930.940	14.50
06/23/2015	AP	57215	CROSSROADS INDUSTRIES	SHREDDING SERVICES	101-101-726.000	35.00
		57215		SHREDDING SERVICES	101-267-920.410	35.00
		57215		SHREDDING SERVICES	101-301-920.410	35.00
		57215		SHREDDING SERVICES	101-681-726.000	12.45
						<u>117.45</u>
06/23/2015	AP	57216	CUMMINGS, MCCLOREY, DAVIS &	INV#220032	260-270-801.020	1,755.40
06/23/2015	AP	57217	CUMMINS BRIDGEWAY LLC	INV#015-86053 GEN MAINT 3 YR	261-427-940.010	311.98
06/23/2015	AP	57218	DE LAGE LANDEN PUBLIC FINANCE	45940660 JUNE #8	588-699-940.010	218.68
06/23/2015	AP	57219	DELL MARKETING LP	MONITOR - COLLECTIONS DESK	101-131-726.000	194.99
06/23/2015	AP	57220	DELTA DENTAL OF MICHIGAN	808065 DENTAL FOR	647-851-704.110	6,125.70
06/23/2015	AP	57221	DIANNE PEFFERS	PAVILION REFUND CANCELLATION	208-440-651.060	55.00
06/23/2015	AP	57222	DTE ENERGY	460634600015	637-265-930.610-CRTHS00000	844.81
06/23/2015	AP	57223	DUNNS	CORRECTION TAPE	101-131-726.000	88.79
		57223		CLASP ENVELOPES, CD SLEEVES	101-131-940.111	19.54
		57223		5179	101-149-726.000	77.98

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		57223		INV 801907, 801009, 803124; DEPT.	101-267-726.000	181.24
		57223		802947-0	101-864-726.000	1,031.34
		57223		MSUE/CONS DISTRICT COPIER	101-864-920.410	192.00
		57223		802947-0	212-430-726.000	118.92
		57223		HIGHLIGHTERS, ADDING MACHINE TAPE,	215-141-726.000	38.91
		57223		8028830 MAY COPIES	588-699-726.000	222.89
		57223		8033910 STAPLES; GLOVES, B.	588-699-726.025	82.75
						<u>2,054.36</u>
06/23/2015	AP	57224	EARTHWORKS ENTERPRISES INC	INV#18074 DOG PARK	637-265-726.050	1,305.90
06/23/2015	AP	57225	EMMET COUNTY	RECYCLING - APRIL SERVICE	226-528-940.010-PROG000000	21,210.30
06/23/2015	AP	57226	ERICA WALLS	RESTITUTION	701-000-271.000	633.34
06/23/2015	AP	57227	ERIK SNYDER	6/14/2015 INSTRUCTED BASIC RIDER	101-332-726.000	9.52
		57227		6/14/2015 INSTRUCTED BASIC RIDER	101-332-801.020	294.00
		57227		6/14/2015 INSTRUCTED BASIC RIDER	101-332-801.030	728.00
		57227		6/14/2015 INSTRUCTED BASIC RIDER	101-332-930.500	80.00
		57227		6/14/2015 INSTRUCTED BASIC RIDER	101-332-930.660	40.00
						<u>1,151.52</u>
06/23/2015	AP	57228	FRONTIER	9897052645020712-5 JUNE 15	212-430-930.210	73.93
		57228		ALPINE ELEVATOR	637-265-930.620-ALPCT00000	48.29
						<u>122.22</u>
06/23/2015	AP	57229	GALLS INC AN ARAMARK CO	002 531928 937611 949173 954196	212-430-726.046	479.76
06/23/2015	AP	57230	GAYLORD ARFF INC	3RD QTR BILLING	637-265-940.010	56,020.25
06/23/2015	AP	57231	GAYLORD DRY CLEANERS	ME DRY CLEANING	101-648-726.000	27.50
06/23/2015	AP	57232	GAYLORD FORD	83710 FORD RANGER	212-430-726.050	751.44
06/23/2015	AP	57233	GAYLORD VETERINARY SERVICES	MAY 2015	212-430-930.471	572.80
		57233		MAY 2015	212-430-930.980	170.00
						<u>742.80</u>
06/23/2015	AP	57234	GENESEE COUNTY MEDICAL	AUTOPSY	101-648-930.920	1,230.00
06/23/2015	AP	57235	GORDON FOOD SERVICES	JAIL FOOD SUPPLIES #788182355 THRU	101-351-726.025	332.42
		57235		JAIL FOOD SUPPLIES #788182355 THRU	101-351-726.030	84.93
		57235		JAIL FOOD SUPPLIES #788182355 THRU	101-351-930.700	3,100.58
		57235		JAIL FOOD SUPPLIES #788182355 THRU	205-301-726.000	173.80
						<u>3,691.73</u>
06/23/2015	AP	57236	GRAND TRAVERSE RUBBER	250484; 250494 BUS #29	588-699-726.050	39.34
06/23/2015	AP	57237	GREG SMITH	CHAPMAN PRELIM ON 5-29-15; 60	101-267-930.940	37.50

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06/23/2015	AP	57238	HALL VETERINARY CLINIC	APRIL 2015	212-430-930.471	155.31
		57238		APRIL 2015	212-430-930.980	815.00
						<u>970.31</u>
06/23/2015	AP	57239	HEALTH DEPT OF NORTHWEST MI	APRIL-JUNE 2015	101-601-940.010	47,782.50
06/23/2015	AP	57240	HOEKSTRA TRANSPORTATION INC	X101006294:01 ;;**X101006437:01	588-699-726.050	145.50
06/23/2015	AP	57241	HOGANS JEWELERS	RESTITUTION	701-000-271.000	12.93
06/23/2015	AP	57242	HOME DEPOT CREDIT SERVICES	A/C ...2174	212-430-726.000	81.53
06/23/2015	AP	57243	HOWARD L SHIFMAN PC	12406 LEGAL SERVICES MAY 2015	260-270-801.020	379.50
06/23/2015	AP	57244	IMPREST CASH, OTSEGO COUNTY	0992, 0993, 0994 ; V. FILTERS,	588-699-726.025	58.38
06/23/2015	AP	57245	INGHAM CO SHERIFF	INV. 20153268; DATE 6-2-15;	101-268-930.450	33.50
06/23/2015	AP	57246	INSTITUTE OF CONTINUING LEGAL	2015 MI FAMILY LAW	101-131-726.200	95.50
06/23/2015	AP	57247	JAMES L HIGGINBOTTOM	6/8 & 6/15/15 INSTRUCTED BASIC	101-332-801.030	560.00
06/23/2015	AP	57248	JAMIE FITAK	PLANTS & SEEDS FOR	292-662-726.000	28.79
06/23/2015	AP	57249	JEFFERY B PROUX	BUILDING INSPECTIONS	101-721-801.020	280.00
		57249		BUILDING INSPECTIONS	249-371-801.024	1,155.00
						<u>1,435.00</u>
06/23/2015	AP	57250	JEFFREY BORST	CHAPMAN PRELIM 5-29-15; 20 MILES +	101-267-930.940	17.50
06/23/2015	AP	57251	JIM WERNIG INC	15615 BUS #31; 15642 STOCK	588-699-726.050	183.24
06/23/2015	AP	57252	JIM'S ALPINE AUTOMOTIVE	1-666890 BUS #31; STOCK	588-699-726.050	191.87
06/23/2015	AP	57253	JOHNSON OIL COMPANY	INV# 42596 BATTERY (\$198.95) INV#	101-301-726.050	249.24
		57253		156091 CHANGE TIRE RIM	212-430-726.050	18.00
		57253		CL31993 FUEL	588-699-930.660	9,498.04
						<u>9,765.28</u>
06/23/2015	AP	57254	JOSEPH SEIFERT	ELECTRICAL INSPECTIONS	249-371-801.026	2,170.00
06/23/2015	AP	57255	KENNETH GARROTT	6/9/2015 INSTRUCTED BASIC RIDER	101-332-801.030	574.00
		57255		6/9/2015 INSTRUCTED BASIC RIDER	101-332-930.500	158.00
						<u>732.00</u>
06/23/2015	AP	57256	KEVAN D FLORY	BUILDING INSPECTIONS	101-721-801.020	240.00
		57256		BUILDING INSPECTIONS	249-371-801.024	4,070.00
						<u>4,310.00</u>
06/23/2015	AP	57257	KEVIN KENNEDY	RESTITUTION	701-000-271.000	40.00
06/23/2015	AP	57258	KILPATRICK & ASSOCIATES PC	CASE 14-22602-DOB TREETOPS	516-253-801.020	275.00

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06/23/2015	AP	57259	LARRYS LANDSCAPING	2015003 START SPRINKLER SYSTEM AT	208-752-920.200	115.00
06/23/2015	AP	57260	LINCOLN FINANCIAL	JULY 2015 CICOTSEGOC-BL-954784-	101-131-704.140	385.92
		57260		JULY 2015 CICOTSEGOC-BL-954784-	101-133-704.140	30.17
		57260		JULY 2015 CICOTSEGOC-BL-954784-	215-141-704.140	191.26
		57260		JULY 2015 CICOTSEGOC-BL-954784-	292-662-704.140	68.99
						<u>676.34</u>
06/23/2015	AP	57261	LINCOLN FINANCIAL	DISABILITY, LIFE, ADD FOR JULY	704-000-231.870	3,015.91
06/23/2015	AP	57262	MAKE IT MINE DESIGN	3721 SUSAN SHIRTS	212-430-726.046	35.00
06/23/2015	AP	57263	MARGARET LARSEN	OVERPAYMENT 022-029-300-010-00	516-030-694.000	331.22
06/23/2015	AP	57264	MEAD & HUNT INC	LIBKE FIELDS	499-901-970.300-PKS_IMPVS_	2,344.95
06/23/2015	AP	57265	MEYER ACE	17469 SHOP SUPPLIES	588-699-726.050	83.93
06/23/2015	AP	57266	MI ASSN OF DISTRICT CT	2015 MEMBERSHIP DUES: TRACEY CRUZ,	101-131-930.600	225.00
06/23/2015	AP	57267	MICHELLE FRAKES	BADGE REIMBURSEMENT	101-648-726.000	31.00
06/23/2015	AP	57268	MICHIGAN ASSOCIATION OF COUNTY	COUNTY CLERKS CONF	101-215-704.400	150.00
06/23/2015	AP	57269	MICHIGAN ASSOCIATION OF	2015 COUNTY TREASURERS DIRECTORY	516-253-930.300	175.00
06/23/2015	AP	57270	MICHIGAN PUBLIC TRANSIT	2266 MNT. SEMINAR 06/23/2015	588-699-704.400	100.00
06/23/2015	AP	57271	MICHIGAN STATE	LIVESCAN FEE'S #551-445932	701-000-228.017	221.25
06/23/2015	AP	57272	MID NORTH PRINTING INC	JURY ENVELOPES, CO CLERK ENVELOPES	101-145-726.000	120.00
		57272		JURY ENVELOPES, CO CLERK ENVELOPES	101-215-726.000	169.90
		57272		INV. 83759; DATE 5-28-15;	101-267-726.000	117.65
						<u>407.55</u>
06/23/2015	AP	57273	MID STATES BOLT & SCREW CO	30570748 P. TOWELS/ GARAGE	588-699-726.025	109.50
06/23/2015	AP	57274	MIDWEST VETERINARY SUPPLY,	6177555	212-430-726.035	5.07
06/23/2015	AP	57275	NEW CENTURY SIGNS	INV#31284 & INV#31285	226-528-940.010-PROG000000	72.00
		57275		INV#31284 & INV#31285	701-000-232.004-TEAM000000	30.00
						<u>102.00</u>
06/23/2015	AP	57276	NORTH COUNTRY COMMUNITY	JAN-MAR 2015	101-649-940.010	23,500.75
06/23/2015	AP	57277	NORTHERN MICHIGAN REVIEW	ACCT#14120357	101-101-930.300	30.00
		57277		PLANNING COMMISSION PUBLIC	101-721-930.300	82.50
		57277		06546089-06619314 PRIME TIMES,	588-699-930.300	107.60
						<u>220.10</u>
06/23/2015	AP	57278	NORTHERN PUMP SERVICE INC	23665 REPLACE HOSE (SHOP)	588-699-726.025	418.50

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06/23/2015	AP	57279	OFFICE DEPOT INC	TONER	101-301-920.400	71.59
06/23/2015	AP	57280	OMH MEDICAL GROUP & MEDCAR	ACCT 60162 MAY PHYSICALS	101-267-726.000	65.00
		57280		ACCT 60162 MAY PHYSICALS	208-751-726.000	130.00
		57280		ACCT 60162 MAY PHYSICALS	588-699-940.010	123.00
						318.00
06/23/2015	AP	57281	ORKIN PEST CONTROL	JAIL PEST CONTROL #102996799	101-351-920.400	81.50
06/23/2015	AP	57282	OTSEGO COUNTY BUS SYSTEM	MAY 2015 ALTERNATIVE EDUCATION BUS	292-662-930.500	267.50
06/23/2015	AP	57283	OTSEGO COUNTY EMS	PROFESSIONAL SERVICES	101-427-940.010	7,500.00
06/23/2015	AP	57284	OTSEGO COUNTY FIRE BOARD	RESTITUTION	701-000-271.000	50.00
06/23/2015	AP	57285	OTSEGO MEMORIAL HOSPITAL	INMATE MEDICAL SERVICE WALK IN	101-351-930.470	6,486.00
06/23/2015	AP	57286	PANDO LEATHERCRAFT MFG	WORK CAMP LEATHER BELT #6598	205-301-726.046	31.99
06/23/2015	AP	57287	PATTY SMITH	PAVILION REFUND - CANCELLATION	208-440-651.060	55.00
06/23/2015	AP	57288	PROSECUTING ATTORNEYS	INV. S 0520-092; BASIC TRAINING	101-267-704.400	85.00
06/23/2015	AP	57289	PUMMILL BUSINESS FORMS	BINDERS	516-253-726.000	337.57
		57289		BINDERS	616-253-726.000	337.56
		57289		BINDERS	617-253-726.000	337.57
						1,012.70
06/23/2015	AP	57290	QUILL CORPORATION	TONER, COPY PAPER	101-131-726.000	114.16
		57290		TONER	101-131-940.111	275.78
		57290		TONER, COPY PAPER	215-141-726.000	217.95
						607.89
06/23/2015	AP	57291	REDWOOD TOXICOLOGY LABORATORY	MAY 2015 ADULT COURT	101-131-940.010	320.05
		57291		MAY 2015 JUVENILE	292-662-801.030	140.90
						460.95
06/23/2015	AP	57292	REVIVAL ANIMAL HEALTH	203194	212-430-726.035	329.92
06/23/2015	AP	57293	RICHARD CILWA	RESTITUTION	701-000-271.000	50.00
06/23/2015	AP	57294	RIGHTWAY REMEDIATION	INV#15-4478	617-901-970.300	885.00
06/23/2015	AP	57295	ROB LINSTRUM	PROFESSIONAL SERVICES	101-648-801.020	650.00
		57295		PROFESSIONAL SERVICES	101-648-930.460	7.50
		57295		PROFESSIONAL SERVICES	101-648-930.500	22.50
						680.00
06/23/2015	AP	57296	ROBIN WILLIAMS	WITN @ CHAPMAN PRELIM 5-29-15, 20	101-267-930.940	17.50
06/23/2015	AP	57297	ROTARY CLUB OF GAYLORD MI	INV#1023 J BURT	645-172-930.600	159.50

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06/23/2015	AP	57298	SAGASSER & ASSOCIATES INC	INV#1-11003-7 DOG PARK	499-901-970.300-DOG_PARK__	213.75
06/23/2015	AP	57299	SANE	RESTITUTION	701-000-271.000	180.00
06/23/2015	AP	57300	SIGNS BY DESIGN	INV#567 (3 PARKING SIGNS)	637-265-726.050	292.50
06/23/2015	AP	57301	SOUL PURPOSE COUNSELING &	13-45-DL SMITH COUNSELING - MAY	292-662-940.010	210.00
06/23/2015	AP	57302	SPARTAN SEWER & SEPTIC TANK	79188 A/C	212-430-920.200	360.00
06/23/2015	AP	57303	STANDARD ELECTRIC COMPANY	530074-00 BUILDING LIGHTS	588-699-726.025	374.84
06/23/2015	AP	57304	STAPLES BUSINESS ADVANTAGE	SUPPLIES	101-000-106.000	311.92
		57304		POST IT NOTES, AVERY MAILING	101-131-726.000	142.88
		57304		OFFICE SUPPLIES	249-371-726.000	50.94
						<hr/> 505.74
06/23/2015	AP	57305	STATE OF MICHIGAN	MAY 2015 NEW APPLICANTS	701-000-228.016	896.00
06/23/2015	AP	57306	STATE OF MICHIGAN	INV#551-445638, MAY	701-000-228.016	576.00
06/23/2015	AP	57307	STATE OF MICHIGAN	R FRISCH-CPA LICENSE	645-201-930.600	320.00
06/23/2015	AP	57308	STEPHNIE MARIE JOHNSON	GUARDIANSHIP REVIEW ON 5/20/15	101-131-930.830	30.00
06/23/2015	AP	57309	STRAIT-A-WAY AUTO & FINANCE	VETERAN ASSISTANCE	294-683-930.999	500.00
06/23/2015	AP	57310	SUNRISE CONSTRUCTION COMPANY	SHERIFF REMODEL FINAL	499-901-970.300-SHRF REMDL	1,235.00
06/23/2015	AP	57311	SUSAN M WILDS	STATE OF MICHIGAN V	101-131-801.030	18.45
06/23/2015	AP	57312	SYSKO - GRAND RAPIDS	INMATE FOOD SUPPLIES #505200272	101-351-726.030	79.74
		57312		INMATE FOOD SUPPLIES #505200272	101-351-930.700	1,302.25
						<hr/> 1,381.99
06/23/2015	AP	57313	TELE-RAD	INV#864629 JOB TKT#253086	261-901-970.435	3,245.85
		57313		864875 BUS #12 RADIO REPAIR	588-699-940.010	90.00
						<hr/> 3,335.85
06/23/2015	AP	57314	TELEPHONE SUPPORT SYSTEMS INC	TELEPHONE LINE MOVE #40868	101-351-801.020	46.00
06/23/2015	AP	57315	TERRI THOMASMA	VICTIM ADVOCATE SUPPLIES	101-267-930.983	78.58
06/23/2015	AP	57316	THE BANK OF NEW YORK MELLON	ROAD COMM BOND PAYMENT FEE FOR	569-906-990.210	750.00
06/23/2015	AP	57317	THOMAS J PUDVAN	PROFESSIONAL SERVICES	101-648-801.020	786.67
		57317		PROFESSIONAL SERVICES	101-648-930.210	40.00
		57317		PROFESSIONAL SERVICES	101-648-930.460	300.00
		57317		PROFESSIONAL SERVICES	101-648-930.500	12.00
						<hr/> 1,138.67
06/23/2015	AP	57318	THOMAS MICHAEL BOLICK	TRIAL ON 5-20-2015; 60 MILES +	101-267-930.940	37.50

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06/23/2015	AP	57319	THRIFTY PRINT OF GAYLORD	50 DRUG COURT HANDBOOKS	101-131-726.000	55.00
06/23/2015	AP	57320	THUNDER BAY ELECTRIC	DOUBLE CHARGE FOR PERMITS- REFUND	249-260-451.041	98.00
		57320		DOUBLE CHARGE FOR PERMITS- REFUND	249-260-451.042	80.00
						178.00
06/23/2015	AP	57321	TIMOTHY BURKE	6/14/2015 INSTRUCTED BASIC RIDER	101-332-801.030	560.00
		57321		6/14/2015 INSTRUCTED BASIC RIDER	101-332-940.010-DONAT00000	112.00
						672.00
06/23/2015	AP	57322	TIMOTHY MCPHERSON	6/15 BASIC RIDER COURSE GAYLORD,	101-332-726.000	36.89
		57322		6/15 BASIC RIDER COURSE GAYLORD,	101-332-801.020	1,578.00
		57322		6/15 BASIC RIDER COURSE GAYLORD,	101-332-801.030	700.00
		57322		6/15 BASIC RIDER COURSE GAYLORD,	101-332-930.660	28.00
		57322		6/15 BASIC RIDER COURSE GAYLORD,	101-332-940.010-DONAT00000	73.99
						2,416.88
06/23/2015	AP	57323	TITLE CHECK LLC	PARCEL ADMIN FEES- JUNE	516-253-920.410	2,099.90
06/23/2015	AP	57324	TOPCOMP COMPUTER	GIS/GPS MAINTENANCE	618-447-920.410	1,200.00
06/23/2015	AP	57325	UCMAN	WORK CAMP CONNECTIVITY #1744/1781	205-301-801.020	32.00
		57325		1782 A/C CONNECTION	212-430-920.410	400.00
		57325		INV#1780 911 CONNECTIVITY	261-427-920.410	200.00
						632.00
06/23/2015	AP	57326	UNEMPLOYMENT CONSULTANTS INC	Q3 2015 UNEMPLOYMENT	704-000-228.027	700.00
06/23/2015	AP	57327	VISTA MARIA	13-105-DL K.CAROEN PLACEMENT	292-662-930.810	9,762.21
06/23/2015	AP	57328	WAL-MART	RESTITUTION RE: WENDI WING, CASE	701-000-299.000	68.76
06/23/2015	AP	57329	WALMART	RESTITUTION	701-000-271.000	74.50
06/23/2015	AP	57330	WAYNE ISBELL	14-51-DL FORMAN TRANSPORT ON	101-134-940.010	21.00
		57330		14-51-DL FORMAN TRANSPORT ON	292-662-930.830	12.00
						33.00
06/23/2015	AP	57331	WEST PAYMENT CENTER	INV. 831904446; DATE 6-1-15;	101-268-726.200	183.86
		57331		MAY 2015 FOC SKIP TRACING FEES	215-141-940.010	126.51
						310.37
06/23/2015	AP	57332	WILLIAM KNAPP	GUARDIANSHIP REVIEW ON 5/19/15	101-131-930.500	10.00
		57332		GUARDIANSHIP REVIEW ON 5/19/15	101-131-930.830	30.00
						40.00
06/23/2015	AP	57333	WINN TELECOM	ACCT#9897326108	261-427-930.210	63.34

Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/23/2015	AP	57334	ZAREMBA EQUIPMENT INC	W52114 INSTALL NEW BATTERY FOR	208-752-726.050	131.51
06/23/2015	AP	57335	ZEE MEDICAL INC	0139614718 FIRST AID SUPPLIES	588-699-726.025	100.05
			TOTAL - ALL FUNDS	TOTAL OF 151 CHECKS		354,812.77
--- GL TOTALS ---						
101-000-106.000			SUPPLIES INVENTORY		311.92	
101-101-726.000			SUPPLIES - GENERAL		35.00	
101-101-930.300			ADVERTISING		30.00	
101-131-704.140			LIFE AND DISABILITY		385.92	
101-131-726.000			SUPPLIES - GENERAL		595.82	
101-131-726.200			BOOKS AND PERIODICALS		95.50	
101-131-801.030			TECHNICAL SVCS		18.45	
101-131-930.150			SERVICE CHARGES		636.78	
101-131-930.210			TELEPHONE		21.95	
101-131-930.450			SHIPPING AND MAILING		12.00	
101-131-930.500			TRAVEL		10.00	
101-131-930.600			MEMBERSHIP AND DUES		225.00	
101-131-930.830			SVCS OF CARE GIVER		60.00	
101-131-940.010			OUTSIDE CONTRACTED SERVICES		320.05	
101-131-940.111			TRI COUNTY COURT EXPENSES		295.32	
101-133-704.140			LIFE AND DISABILITY		30.17	
101-133-940.010			OUTSIDE CONTRACTED SERVICES		35.00	
101-134-930.500			TRAVEL		51.75	
101-134-940.010			OUTSIDE CONTRACTED SERVICES		42.00	
101-145-726.000			SUPPLIES - GENERAL		120.00	
101-149-726.000			SUPPLIES - GENERAL		77.98	
101-215-704.400			EDUCATION AND TRAINING		150.00	
101-215-726.000			SUPPLIES - GENERAL		169.90	
101-257-930.660			GASOLINE		56.76	
101-267-704.400			EDUCATION AND TRAINING		85.00	
101-267-726.000			SUPPLIES - GENERAL		428.39	
101-267-920.410			SERVICE CONTRACTS		35.00	
101-267-930.940			WITNESS SERVICES		166.00	
101-267-930.983			VICTIMS RIGHTS SERVICES		78.58	
101-268-726.200			BOOKS AND PERIODICALS		183.86	
101-268-930.450			SHIPPING AND MAILING		33.50	
101-301-726.050			REPAIRS AND MAINT SUPPLIES		249.24	
101-301-920.400			REPAIRS AND MAINTENANCE SVCS		71.59	
101-301-920.410			SERVICE CONTRACTS		35.00	
101-301-930.660			GASOLINE		1,719.20	
101-302-930.660			GASOLINE		73.43	
101-332-726.000			SUPPLIES - GENERAL		46.41	
101-332-801.020			PROFESSIONAL		1,872.00	
101-332-801.030			TECHNICAL SVCS		3,122.00	
101-332-930.500			TRAVEL		238.00	

Check Date	Bank Check #	Payee	Description	GL #	Amount
101-332-930.660			GASOLINE		68.00
101-332-940.010	-DONAT00000		OUTSIDE CONTRACTED SERVICES		185.99
101-351-726.025			SUPPLIES - JANITORIAL		332.42
101-351-726.030			SUPPLIES - KITCHEN		164.67
101-351-801.020			PROFESSIONAL		46.00
101-351-920.400			REPAIRS AND MAINTENANCE SVCS		81.50
101-351-930.470			INMATE HEALTH		6,486.00
101-351-930.700			ROOM AND BOARD		4,402.83
101-427-940.010			OUTSIDE CONTRACTED SERVICES		7,500.00
101-601-940.010			OUTSIDE CONTRACTED SERVICES		47,782.50
101-648-726.000			SUPPLIES - GENERAL		58.50
101-648-801.020			PROFESSIONAL		1,436.67
101-648-930.210			TELEPHONE		40.00
101-648-930.460			TRANSPORTING		307.50
101-648-930.500			TRAVEL		34.50
101-648-930.660			GASOLINE		85.15
101-648-930.920			AUTOPSIES		1,230.00
101-649-940.010			OUTSIDE CONTRACTED SERVICES		23,500.75
101-681-726.000			SUPPLIES - GENERAL		12.45
101-721-801.020			PROFESSIONAL		520.00
101-721-930.300			ADVERTISING		82.50
101-721-930.660			GASOLINE		88.11
101-864-726.000			SUPPLIES - GENERAL		1,031.34
101-864-920.410			SERVICE CONTRACTS		192.00
205-301-726.000			SUPPLIES - GENERAL		173.80
205-301-726.046			SUPPLIES - UNIFORM/ACC		31.99
205-301-801.020			PROFESSIONAL		32.00
205-301-930.660			GASOLINE		364.04
208-440-651.060			USE -RESERVATION PAVILLION		110.00
208-751-726.000			SUPPLIES - GENERAL		130.00
208-752-726.000			SUPPLIES - GENERAL		240.00
208-752-726.050			REPAIRS AND MAINT SUPPLIES		131.51
208-752-920.200			WATER/SEWAGE		115.00
208-752-930.660			GASOLINE		305.34
210-651-700.000			COMP UNIT EXPENSES		3,610.67
212-430-726.000			SUPPLIES - GENERAL		200.45
212-430-726.035			SUPPLIES - MEDICAL/PHARMACY		334.99
212-430-726.046			SUPPLIES - UNIFORM/ACC		514.76
212-430-726.050			REPAIRS AND MAINT SUPPLIES		769.44
212-430-920.200			WATER/SEWAGE		360.00
212-430-920.410			SERVICE CONTRACTS		400.00
212-430-930.210			TELEPHONE		73.93
212-430-930.471			MEDICAL		1,822.62
212-430-930.660			GASOLINE		443.58
212-430-930.980			ANIMAL STERILIZATION		2,034.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
215-141-704.140				LIFE AND DISABILITY		191.26
215-141-726.000				SUPPLIES - GENERAL		256.86
215-141-940.010				OUTSIDE CONTRACTED SERVICES		126.51
226-528-940.010			PROG000000	OUTSIDE CONTRACTED SERVICES		21,282.30
233-690-930.300				ADVERTISING		339.69
249-260-451.041				ELECTRICAL-PERMIT FEE		98.00
249-260-451.042				ELECTRICAL-INSPECTION FEE		80.00
249-371-726.000				SUPPLIES - GENERAL		50.94
249-371-726.050				REPAIRS AND MAINT SUPPLIES		602.00
249-371-801.024				PROFESSIONAL-BUILDING INSPECTIONS		5,225.00
249-371-801.026				PROFESSIONAL-ELECTRICAL INSPECTIONS		2,170.00
249-371-801.027				PROFESSIONAL-PLUMB/MECH INSPECTIONS		1,440.00
249-371-930.660				GASOLINE		29.36
260-270-801.020				PROFESSIONAL		2,134.90
261-427-920.410				SERVICE CONTRACTS		200.00
261-427-930.210				TELEPHONE		63.34
261-427-940.010				OUTSIDE CONTRACTED SERVICES		431.45
261-901-970.435				PROPERTY - MACHINERY & EQUIPMENT		3,245.85
281-537-930.660				GASOLINE		192.66
292-662-704.140				LIFE AND DISABILITY		68.99
292-662-726.000				SUPPLIES - GENERAL		28.79
292-662-801.030				TECHNICAL SVCS		140.90
292-662-930.500				TRAVEL		293.38
292-662-930.810				OTHER INSTITUTIONS		13,517.21
292-662-930.830				SVCS OF CARE GIVER		24.00
292-662-940.010				OUTSIDE CONTRACTED SERVICES		210.00
294-683-930.999				MISC OTHER SERVICES		500.00
499-901-970.300			DOG_PARK	PROPERTY - IMPROVEMENTS		213.75
499-901-970.300			LAWN	PROPERTY - IMPROVEMENTS		1,130.00
499-901-970.300			PKS_IMPVS	PROPERTY - IMPROVEMENTS		2,344.95
499-901-970.300			SHRF_REMDL	PROPERTY - IMPROVEMENTS		1,235.00
499-901-970.300			TRAIL	PROPERTY - IMPROVEMENTS		740.00
516-030-694.000				OTHER INCOME - OVER AND SHORT		331.22
516-253-726.000				SUPPLIES - GENERAL		490.32
516-253-801.020				PROFESSIONAL		275.00
516-253-920.410				SERVICE CONTRACTS		2,099.90
516-253-930.300				ADVERTISING		175.00
569-906-990.210				PAYING AGENT FEE		750.00
588-699-704.400				EDUCATION AND TRAINING		100.00
588-699-726.000				SUPPLIES - GENERAL		222.89
588-699-726.025				SUPPLIES - JANITORIAL		1,144.02
588-699-726.050				REPAIRS AND MAINT SUPPLIES		3,013.32
588-699-920.200				WATER/SEWAGE		64.86
588-699-930.300				ADVERTISING		107.60
588-699-930.660				GASOLINE		9,498.04

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
588-699-940.010				OUTSIDE CONTRACTED SERVICES	431.68	
616-253-726.000				SUPPLIES - GENERAL	337.56	
617-253-726.000				SUPPLIES - GENERAL	490.32	
617-901-970.300				PROPERTY - IMPROVEMENTS	885.00	
618-447-920.410				SERVICE CONTRACTS	1,200.00	
637-265-726.050				REPAIRS AND MAINT SUPPLIES	1,607.40	
637-265-930.210				TELEPHONE	1,427.76	
637-265-930.610-CRTHS00000				NATURAL GAS	844.81	
637-265-930.620-ALPCT00000				ELECTRICITY	48.29	
637-265-940.010				OUTSIDE CONTRACTED SERVICES	56,020.25	
645-172-930.600				MEMBERSHIP AND DUES	159.50	
645-172-930.660				GASOLINE	91.70	
645-201-930.600				MEMBERSHIP AND DUES	320.00	
647-851-704.110				HOSPITALIZATION	87,083.96	
701-000-228.016				PISTOL PERMITS	1,472.00	
701-000-228.017				FINGERPRINT FEES	221.25	
701-000-232.004-TEAM000000				STAFF DEVELOPMENT	30.00	
701-000-271.000				RESTITUTIONS PAYABLE	1,040.77	
701-000-299.000				PROSEC TRST RESTITUTION	68.76	
704-000-228.027				UNEMPLOYMENT COMPENSATION	700.00	
704-000-231.285				COURT AFA SEC 125	344.62	
704-000-231.870				INSURANCE -LIFE/DISABILITY	3,015.91	

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Total for fund 101 GENERAL FUND	107,893.85
Total for fund 205 WORK CAMP	601.83
Total for fund 208 PARKS AND RECREATION	1,031.85
Total for fund 210 AMBULANCE SERVICES	3,610.67
Total for fund 212 ANIMAL CONTROL	6,953.77
Total for fund 215 FRIEND OF THE COURT	574.63
Total for fund 226 RECYCLING FUND	21,282.30
Total for fund 233 HUD GRANT FUND	339.69
Total for fund 249 BUILDING INSPECTION FUND	9,695.30
Total for fund 260 LEGAL DEFENSE FUND	2,134.90
Total for fund 261 911 SERVICE FUND	3,940.64
Total for fund 281 AIRPORT	192.66
Total for fund 292 CHILD CARE FUND	14,283.27
Total for fund 294 VETERANS' TRUST FUND	500.00
Total for fund 499 CAPITAL PROJECTS FUND	5,663.70
Total for fund 516 DELINQUENT TAX REVOLVING	3,371.44
Total for fund 569 DEBT SERVICE	750.00
Total for fund 588 TRANSPORTATION FUND	14,582.41
Total for fund 616 HOMESTEAD AUDIT FUND	337.56
Total for fund 617 TAX FORECLOSURE FUND	1,375.32
Total for fund 618 GIS PROJECT AND AERIAL	1,200.00
Total for fund 637 BUILDING AND GROUNDS	59,948.51
Total for fund 645 ADMINISTRATIVE SERVICES	571.20
Total for fund 647 HEALTH CARE FUND	87,083.96
Total for fund 701 GENERAL AGENCY	2,832.78
Total for fund 704 PAYROLL IMPREST FUND	4,060.53
	354,812.77

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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  June 19, 2015 Supplemental Warrant	<b>AGENDA DATE:</b>  June 23, 2015
<b>AGENDA PLACEMENT:</b>  New Business, A. Financials, Item 3	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  Rachel Frisch, Finance Director	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

The County issues a check disbursement report (Warrant) every week for County payables. The County issued a supplemental warrant on June 19, 2015 for checks that missed the cutoff for the June 23, 2015 Warrant.

The June 19, 2015 Supplemental warrant amount is \$1,372.67.

**RECOMMENDATION:**

Approval of the June 19, 2015 Supplemental Warrant is requested.

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CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO  
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Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/19/2015	AP	57336	JOHNSON OIL COMPANY	AUTO REPAIRS FOR #09-2015 VETERAN	293-689-930.999	372.67
06/19/2015	AP	57337	STRAIT-A-WAY AUTO & FINANCE	AUTOMOBILE PURCHASE (PARTIAL) FOR	293-689-930.999	500.00
06/19/2015	AP	57338	TRINITY ARCHITECTURE & MGT	LAND USE ENTRANCE/LOBBY DESIGN	637-265-726.050	500.00
TOTAL - ALL FUNDS				TOTAL OF 3 CHECKS		1,372.67
--- GL TOTALS ---						
293-689-930.999			MISC OTHER SERVICES		872.67	
637-265-726.050			REPAIRS AND MAINT SUPPLIES		500.00	

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Total for fund 293 SOLDIERS' RELIEF FUND	872.67
Total for fund 637 BUILDING AND GROUNDS	500.00
	1,372.67

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



**EXECUTIVE SUMMARY**

AGENDA ITEM:  Commissioner Appointment	AGENDA DATE:  June 23, 2015
AGENDA PLACEMENT:  New Business, B.	ACTION REQUESTED:  Motion to Approve
STAFF CONTACT(S):  John Burt, County Administrator	ATTORNEY REVIEW:  No

**BACKGROUND/DISCUSSION:**

Commissioner District VI has been vacated due to the unfortunate passing of Commissioner Richard Sumerix.

MCL 46.412 requires the Board of Commissioners to appoint a replacement within 30 days after a Commissioner position is vacated. The appointee will fill the remainder of the term, being December 31, 2016.

Applications have been received from the following people: Larry Beckett, Adam Cherry, Ken Glasser, Keith Moore, and Frank Trigger

**RECOMMENDATION:**

Commissioners will discuss candidates and vote to appoint a replacement to District VI.