

## NOTICE OF MEETING

The Otsego County Board of Commissioners will hold a regular meeting on Tuesday, November 28, 2006 beginning at 9:30 a.m., in the Multi-Purpose Room of the J. Richard Yuill Alpine Center, Gaylord, Michigan 49735.

### AGENDA

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes
  - a. Regular Meeting of November 9, 2006 w/attachments
6. Consent Agenda
  - a. OCR 06-49 Brownfield Grant Support
  - b. OCR 06-52 Mortgage Discharge
  - c. Tri-County Court Committee Recommendations
    1. OCR 06-53 Court Employees Retirement Health Fund
  - d. USDA Lease
  - e. ROD Imaging Contract
  - f. Buildings & Grounds Committee Recommendations
    1. Community Mental Health Lease
  - g. Budget & Finance Committee Recommendations
    1. Government Payment Services Agreement
  - h. Personnel Committee Recommendation:
    1. At Will Employment Policy
  - i. Land Use Services 2006 Budget Amendment
  - j. MISC Funds 2006 Budget Amendment
  - k. Sheriff's Dept 2006 Budget Amendments
  - l. Airport Advisory Committee Reappointment - Jeff Ratcliffe
  - m. OCR 06-54 Housing Grant Application
  - n. Airport Committee Recommendations
    1. AvFuel Contract
    2. OCR 06-55 Airport Equipment Sale
  - o. FAA Lease
  - p. 2007 Holiday Schedule
7. Administrator's Report
8. City Liaison, Township & Village Representatives
9. Correspondence
  - a. Sportsplex Rate Increase Request
10. Special Presentations
  - a. Rachel Frisch - Financial Update
  - b. Richard Edmonds - Master Plan Update
  - c. Patricia Osborn - Otsego Conservation District Plat Books
  - d. Gerry Chase - Pandemic Flu Preparations Update
11. New Business
  - a. Financials
    1. Warrant B2006-46
    2. Warrant B2006-47
    3. Warrant B2006-48
  - b. 2007 Board Meeting Dates
  - c. Board Rules/Bylaws Update
12. Public Comment
13. Board Remarks
14. Adjournment

November 9, 2006

The Regular meeting of the Otsego County Board of Commissioners was held in the Multi-Purpose Room of the J. Richard Yuill Alpine Center. The meeting was called to order at 9:30 a.m. by Chairman Beachnau. Invocation by Commissioner Bates, followed by the Pledge of Allegiance led by Commissioner Backenstose.

Roll call:

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

Excused: Glasser, Johnson.

The regular meeting of October 24, 2006 minutes with attachments were approved as presented. The Special meeting of November 6, 2006 minutes with attachments were approved as presented.

Commissioners Glasser and Johnson arrived at 9:35 a.m.

Consent Agenda:

Otsego County Ordinance #04-Text Amendment approved via unanimous consent. (see attached)  
Otsego County Ordinance #04-Text Amendment approved via unanimous consent. (see attached)  
Otsego County Ordinance #04-Text Amendment approved via unanimous consent. (see attached)  
Otsego County Ordinance #03-Zoning Map approved via unanimous consent. (see attached)

OCR-06-51 ROD Data Agreement

Roll Call Vote:

Ayes: Unanimous.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Administrator's report:

John Burt reported on the acceptance of credit cards contract; Alpine Center repairs; Building and Grounds meeting November 20, 2006; Gas cards; Introduced Angel Oppermann as the new Animal Control Director; DHS to vacate by the end of the month.

Correspondence:

The chairman received a request from Habitat for Humanity for fees to be waived for moving a house.

Special Presentations:

Bill Kerr reported on Millage report.

Motion by Commissioner Glasser, to adopt the 2006 Apportionment report as presented.

Dona Wishart from the Otsego County Commission on Aging reported on the Elder friendly program.

New Business:

Motion by Commissioner Backenstose, to approve Warrant B2006-44 in the amount of \$46,469.74 with prepaids in the amount of \$49,469.14 as presented. A motion to amend above motion by Backenstose to the amount of \$42,469.74 with prepaids in the amount of \$49,469.14. Vote on amendment-Unanimous, Vote on amended motion-Unanimous. Motion carried.

Motion by Commissioner Hyde, to approve Warrant B2006-45 in the amount of \$261,499.78 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Johnson, to approve the Parks and Recreation Fund (208) 2006 Budget Amendment as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Liss, to approve the Equipment/Contingency/Buildings & Grounds/Administration 2006 Budget Amendment as presented. Ayes: Unanimous with Commissioner Backenstose voting nay. Motion carried. (see attached)

Gerald Chase addressed the Board regarding the Sanitary Regulations.

Motion by Commissioner Bentz, to approve Resolution OCR-06-47 Sanitary Regulations as presented.

Roll Call Vote:

Ayes: Unanimous.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Glasser, to approve Resolution OCR-06-50 requesting Legislation to reorganize the 87<sup>th</sup> District Court into three separate divisions.

Roll Call Vote:

Ayes: Unanimous.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Bates, to set the fee for Marriages performed by the County Clerk, per MCL 551.7, at \$20.00., with fees collected to be deposited in the County's General Fund. Ayes: Unanimous. Motion carried.

Motion by Commissioner Bentz, to purchase a 2007 Ford Ranger Supercab from Gaylord Ford Lincoln Mercury in the amount of \$16,008.78 plus any title, plate and/or transfer fees payable by a County Government. Ayes: Unanimous. Motion carried.

Motion by Commissioner Liss, to approve OCR-06-48 Program "E" Increase excluding the increase for the Courts Divisions.

Roll Call Vote:

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

Nays: Glasser, Bentz.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Olsen, to contract with Mutual of Omaha to provide Life, Accidental Death & Dismemberment and Disability Insurance. Ayes: Unanimous. Motion carried.

Motion by Commissioner Johnson, to change our mail order prescription program through Pharmacare to two co-pays for a 90 day supply for our non-union and retiree groups. Ayes: Unanimous. Motion carried.

Public Comment:

Sheriff James McBride reported that 9&10 News spent the night in the County Jail.

Board Remarks:

Commissioner Johnson: Parks and Recreation Commission.

Commissioner Backenstose: Task force meetings.

Commissioner Glasser: Jail Committee meeting.

Commissioner Hyde: Lockdown at St. Mary's School.  
Tabletop critical incident meeting held.

Meeting adjourned at 10:49 a.m. at the call of the Chair.

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Paul M. Beachnau, Chairman

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Susan I. DeFeyer, County Clerk

# Otsego County Land Use Services

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

October 23, 2006

## MEMORANDUM

TO: Paul Beachnau, Chairman Otsego County Board of Commissioners  
FROM: Richard Edmonds, Director of Land Use Services  
SUBJ: Zoning Ordinance Text Amendment

The purpose of this memo is to provide the County Board of Commissioners with the Recommendation of the County Planning Commission regarding the following Zoning Ordinance Text Amendment.

### GENERAL INFORMATION

Following discussion with the Zoning Administrator, the Land Use Services Director and the Zoning Enforcement Officer the Planning Commission determined that the Zoning Ordinance definitions for "Restricted Yard Uses" was ambiguous and difficult to enforce.

The Planning Commission is recommending that the County Board adopt an ordinance to amend the regulations for Restricted Yard Uses currently found in the Zoning Ordinance at Section 18.34 so that Section 18.34 will be changed to read as follows:

### SECTION 18.34 RESTRICTED USES

No parcel shall be used for the open or unenclosed storage, disposition, wrecking, dismantling, baling, salvaging, location, accumulation or abandonment, either temporarily or otherwise, of any discarded, disused or dismantled vehicles, machinery, junk, or junked articles, or any parts thereof, unless located in a Zoning District that permits such use and a site plan has been approved by the Planning Commission.

As used in this Section the following terms shall have the meanings as prescribed in this section.

- A. "discarded, disused vehicle" includes, but is not limited to, any vehicle which has remained on private property for a period of 48 continuous hours, or more, without the consent of the owner or occupant of the property, or for a period of 48 continuous hours, or more, after the consent of the owner or occupant of the property has been revoked.
- B. "discarded, disused or dismantled Vehicle" includes, any vehicle that is not licensed for use upon the highways or waterways of the State of Michigan, and shall also include, whether licensed or not, any vehicle that is inoperable, except that one (1) unlicensed vehicle that is used for snow plowing purposes shall be permitted and one (1) vehicle that is inoperable or unlicensed in addition to the snow plowing vehicle, may be permitted so long as that vehicle is repaired and licensed within thirty (30) days of notice by the Zoning Administrator, and one (1) additional vehicle that is kept under cover and where the grass around the vehicle is kept mowed and where the owner can show on going progress toward restoration.

- C. "Junk" includes, but is not limited to, broken and/or inoperable machinery or vehicles, or parts relating to machinery or vehicles, or broken and unusable furniture, stoves, refrigerators, or other appliances.

Exemption - Agricultural Operations. Any vehicle or parts of vehicles that are part of a farm operation as defined by the Michigan Right to Farm Act, 1980 P.A. No. 93, MCL 286.471, et. seq., and conducted in accordance with the State of Michigan's Generally Accepted Agricultural and Management Practices (GAAMPs) shall be exempt from the provisions of this Section 18.34.

OTSEGO COUNTY  
ORDINANCE NUMBER: 4

AN ORDINANCE TO AMEND THE TEXT OF THE OTSEGO COUNTY ZONING ORDINANCE ARTICLE 18 "SPECIFIC REQUIREMENTS FOR CERTAIN USES" SECTION 18.34 "RESIDENTIAL RESTRICTED YARD USES" BY CHANGING THE HEADING OF THE SECTION SO THAT IT APPLIES TO ALL PARCELS AND BY ADDING DEFINITIONS OF 'JUNK' SO THAT THERE IS NO CONFUSION REGARDING THAT TERM FOR THE HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF THE COUNTY.

OTSEGO COUNTY, STATE OF MICHIGAN ORDAINS:

Section 1. The text of the Otsego County Zoning Ordinance Article 18 "Specific Requirements for certain uses" Section 18.34 "Residential Restricted Yard Uses" shall be amended by changing the heading of the Section and by adding definitions of junk so there is no confusion regarding that term so that Section 18.34 shall read as follows:

SECTION 18.34 RESTRICTED USES

No parcel shall be used for the open or unenclosed storage, disposition, wrecking, dismantling, baling, salvaging, location, accumulation or abandonment, either temporarily or otherwise, of any discarded, disused or dismantled vehicles, machinery, junk, or junked articles, or any parts thereof, unless located in a Zoning District that permits such use and a site plan has been approved by the Planning Commission.

As used in this Section the following terms shall have the meanings as prescribed in this section.

- A. "discarded, disused vehicle" includes, but is not limited to, any vehicle which has remained on private property for a period of 48 continuous hours, or more, without the consent of the owner or occupant of the property, or for a period of 48 continuous hours, or more, after the consent of the owner or occupant of the property has been revoked.
- B. "discarded, disused or dismantled Vehicle" includes, any vehicle that is not licensed for use upon the highways or waterways of the State of Michigan, and shall also include, whether licensed or not, any vehicle that is inoperable, except that one (1) unlicensed vehicle that is used for snow plowing purposes shall be permitted and one (1) vehicle that is inoperable or unlicensed in addition to the snow plowing vehicle, may be permitted so long as that vehicle is repaired and licensed within thirty (30) days of notice by the Zoning Administrator, and one (1) additional vehicle that is kept under cover and where the grass around the vehicle is kept mowed and where the owner can show on going progress toward restoration.
- C. "Junk" includes, but is not limited to, broken and/or inoperable machinery or vehicles, or parts relating to machinery or vehicles, or broken and unusable furniture, stoves, refrigerators, or other appliances.

Exemption - Agricultural Operations. Any vehicle or parts of vehicles that are part of a farm operation as defined by the Michigan Right to Farm Act, 1980 P.A. No. 93, MCL 286.471, et. seq., and conducted in accordance with the State of Michigan's Generally Accepted Agricultural and Management Practices (GAAMPs) shall be exempt from the provisions of this Section 18.34.

Section 2. Validity.

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

Section 3. Effective Date.

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

OTSEGO COUNTY

By: \_\_\_\_\_  
Paul Beachnau, County Board Chairman

By: \_\_\_\_\_  
Susan DeFeyer, County Clerk

October 23, 2006

MEMORANDUM

TO: Paul Beachnau, Chairman Otsego County Board of Commissioners  
FROM: Richard Edmonds, Director of Land Use Services  
SUBJ: Zoning Ordinance Text Amendment

The purpose of this memo is to provide the County Board of Commissioners with the Recommendation of the County Planning Commission regarding the following Zoning Ordinance Text Amendment.

**GENERAL INFORMATION**

Following adoption of the Michigan Zoning Enabling Act (PA 110 of 2006) the State revised the regulations for notice requirements in zoning matters. The Planning Commission determined that the Zoning Ordinance notice regulations should be updated to comply with current State regulations.

The Planning Commission is recommending that the County Board adopt an ordinance to amend the notice requirements found in various parts of the Zoning Ordinance and to correct all references to the County Zoning Act which has been repealed by the Michigan Zoning Enabling Act. The proposed ordinance with the necessary changes is attached.

OTSEGO COUNTY  
ORDINANCE NUMBER: 4

AN ORDINANCE TO AMEND THE TEXT OF THE OTSEGO COUNTY ZONING ORDINANCE SO THAT NOTICE REQUIREMENTS FOR VARIOUS ZONING MATTERS ARE IN COMPLIANCE WITH THE MICHIGAN ZONING ENABLING ACT (PA 110 OF 2006) AND SO THAT ALL REFERENCES TO THE COUNTY ZONING ACT WHICH HAS BEEN REPEALED ARE CHANGED TO READ "MICHIGAN ZONING ENABLING ACT" FOR THE HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF THE COUNTY.

OTSEGO COUNTY, STATE OF MICHIGAN ORDAINS:

Section 1. The title of the Otsego County Zoning Ordinance shall be amended to read as follows:

TITLE

AN ORDINANCE enacted under Public Act 110 of 2006, as amended, governing the lands and waters lying outside the limits of incorporated cities and villages within Otsego County, Michigan, to regulate and restrict the location and use of buildings, structures and land for trade, industry, residence, and for public and semipublic or other specified uses; and to regulate and limit the height and bulk of buildings and other structures; to regulate and to determine the size of yards and open spaces; to regulate and limit the density of population; to encourage resource protection, farming, and forestry activities; and for said purposes to divide the County into districts and establish the boundaries thereof; providing for changes in this Ordinance; defining certain terms; providing for enforcement; establishing a Board of Appeals; and imposing penalties for the violation of Ordinance.

Section 2. The Otsego County Zoning Ordinance Article 2 "Definitions" "Uses Subject to Special Conditions" shall be amended to read as follows:

USES SUBJECT TO SPECIAL CONDITIONS: Refers to special land uses pursuant to PA 110 of 2006, as amended, and also pursuant to uses referred to in this ordinance as Special Approvals, Special Uses, Special Land Uses or Conditional Uses authorized by special permit.

Section 3. The Otsego County Zoning Ordinance Article 3 "Zoning Districts and Maps" Section 3.7 "Structure of Uses and Information" shall be amended to read as follows:

SECTION 3.7 STRUCTURE OF USES AND INFORMATION

3.7.1 The structure of uses in this Ordinance is as follows:

Uses are allowed only in specified zoning districts. Where allowed, uses are either by right or they are special land uses.

**Uses by right** often have specific requirements which must be met, as spelled out in various local, state and federal laws and the provisions of this Ordinance, principally Article 18 but also including the definitions section of Article 2 and the zoning district articles themselves.

**Special land uses** shall be permitted in a zoning district only after review and approval. Such decisions are considered discretionary under the state enabling legislation (MCLA 125.3502). All discretionary decisions are governed by Article 16, which spells out criteria and procedures, including giving notice to property owners.

Section 4. The Otsego County Zoning Ordinance Article 16 "Permitted Uses Subject to Special Conditions" Section 16.5 "Public Hearing Requirements" shall be amended to read as follows:

## SECTION 16.5 – PUBLIC HEARING REQUIREMENTS

Following receipt of a complete special use permit application, the Planning Commission shall hold a public hearing. The notices for all public hearings before the planning commission concerning requests for special use permits and planned unit developments shall comply with all of the following:

- A. The content of the notice shall include all of the following information:
  1. A description of the nature of the proposed special use or planned unit development request.
  2. A description of the property on which the proposed special use or planned unit development will be located. The notice shall include a listing of all existing street addresses within the property. Street addresses, however, do not need to be created and listed if no such addresses currently exist within the property. If there are no street addresses, other means of identification may be used, such as using tax parcel identification numbers or including a map showing the location of the property.
  3. The time, date, and place the proposed special use or planned unit development request will be considered.
  4. The address where and the deadline when written comments will be received concerning the proposed special use or planned unit development request.
- B. The notice shall be published in a newspaper of general circulation within the County not less than 15 days before the scheduled public hearing.
- C. The notice shall be sent by first-class mail or personal delivery to the owners of the property or properties proposed for Special Use or Planned Unit Development not less than 15 days before the scheduled public hearing.
- D. The notice shall also be sent by first-class mail or personal delivery to all persons to whom real property is assessed within 300 feet of the property on which the proposed special use or planned unit development will be located and to the occupants of all structures within 300 feet of the property on which the proposed special use or planned unit development will be located not less than 15 days before the scheduled public hearing, regardless of whether the property or occupant is located in the County. If the name of the occupant is not known, the term "occupant" may be used in making notification under this subsection.

Section 5. The Otsego County Zoning Ordinance Article 18 "Specific Requirements for Certain Uses" Section 18.9 "Discretionary Approval Conditions" shall be amended to read as follows:

### SECTION 18.9 DISCRETIONARY APPROVAL CONDITIONS

Whenever the Planning Commission, Zoning Board of Appeals, Zoning Administrator, or other official or body with authority to make a discretionary decision as provided for in The Michigan Zoning Enabling Act (PA 110 of 2006 as amended) determines that a fence, greenbelt, berm, landscaping or other buffering or screening device or land use arrangement shall be necessary, said body or official may require such condition per the requirements of the applicable section of this Ordinance. This includes the lighting requirements of Section 18.19, the outdoor speaker requirements of Section 18.41, and the fencing requirements of Section 18.10.

Section 6. The Otsego County Zoning Ordinance Article 21 "Planned Unit Development (PUD)" Section 21.2 "Procedure", paragraph 21.2.4 "A Hearing" shall be amended to read as follows:

A hearing by the Planning Commission in accord with the requirements of the special use procedure established in Article 16; Section 16.5 shall be initiated after review of the preliminary site plan by the County Planning Commission.

Section 7. The Otsego County Zoning Ordinance Article 22 "Administration and Enforcement" Section 22.7 "Changes and Amendments" shall be amended to read as follows:

SECTION 22.7 CHANGES AND AMENDMENTS

The County may from time to time, on recommendation from the Planning Commission, or on petition, amend, supplement or change the District boundaries or the regulations herein, or subsequently established herein, pursuant to the authority and procedure established in Public Act 110 of 2006, as amended. The notices for all public hearings before the planning commission or County Board of Commissioners concerning proposed zoning ordinance amendments (zoning text or map amendments) shall comply with all of the following applicable provisions:

- A. For a proposed amendment to the text of the zoning ordinance, the notice shall comply with all of the following:
  - 1. The content of the notice shall include all of the following information:
    - a. A description of the nature of the proposed zoning ordinance amendment.
    - b. The time, date, and place the proposed zoning ordinance will be considered.
    - c. The places and times at which the proposed zoning ordinance amendment may be examined.
    - d. The address where and the deadline when written comments will be received concerning the proposed zoning ordinance amendment.
  - 2. The notice shall be published in a newspaper of general circulation within the County not less than 15 days before the scheduled public hearing.
  - 3. The notice shall be given by first-class mail to each electric, gas, and pipeline public utility company, each telecommunication service provider, each railroad operating within the district or zone affected, and the airport manager of each airport, that registers its name and mailing address with the County clerk for the purpose of receiving the notice of public hearing.
- B. For a proposed zoning ordinance amendment rezoning an individual property or 10 or fewer adjacent properties, the notice shall comply with all of the following:
  - 1. The content of the notice shall include all of the following information:
    - a. A description of the nature of the proposed zoning ordinance amendment.
    - b. A description of the property or properties proposed for rezoning. The notice shall include a listing of all existing street addresses within the property or properties. Street addresses, however, do not need to be created and listed if no such addresses currently exist within the property or properties. If there are no street addresses, other means of identification may be used, such as using tax parcel identification numbers or including a map showing the location of the property or properties.
    - c. The time, date, and place the proposed zoning ordinance will be considered.
    - d. The places and times at which the proposed zoning ordinance amendment may be examined.
    - e. The address where and the deadline when written comments will be received concerning the proposed zoning ordinance amendment.
  - 2. The notice shall be published in a newspaper of general circulation within the County not less than 15 days before the scheduled public hearing.
  - 3. The notice shall be sent by first-class mail or personal delivery to the owners of the property or properties proposed for rezoning not less than 15 days before the scheduled public hearing.

- 4 The notice shall also be sent first-class mail or personal delivery to all persons to whom real property is assessed within 300 feet of the property or properties proposed for rezoning and to the occupants of all structures within 300 feet of the property or properties proposed for rezoning not less than 15 days before the scheduled public hearing, regardless of whether the property or occupant is located in the County. If the name of the occupant is not known, the term "occupant" may be used in making notification under this subsection.
  - 5 The notice shall be given by first-class mail to each electric, gas, and pipeline public utility company, each telecommunication service provider, each railroad operating within the district or zone affected, and the airport manager of each airport, that registers its name and mailing address with the County clerk for the purpose of receiving the notice of public hearing.
- C. For a proposed zoning ordinance amendment rezoning 11 or more adjacent properties, the notice shall comply with all of the following:
1. The content of the notice shall include all of the following information:
    - a. A description of the nature of the proposed zoning ordinance amendment.
    - b. The time, date, and place the proposed zoning ordinance will be considered.
    - c. The places and times at which the proposed zoning ordinance amendment may be examined.
    - d. The address where and the deadline when written comments can be sent concerning the proposed zoning ordinance amendment.
  - 2 The notice shall be published in a newspaper of general circulation within the County not less than 15 days before the scheduled public hearing.
  - 3 The notice shall be sent by first-class mail or personal delivery to the owners of the property or properties proposed for rezoning not less than 15 days before the scheduled public hearing.
  - 4 The notice shall be given by first-class mail to each electric, gas, and pipeline public utility company, each telecommunication service provider, each railroad operating within the district or zone affected, and the airport manager of each airport, that registers its name and mailing address with the County clerk for the purpose of receiving the notice of public hearing.

Section 8. The Otsego County Zoning Ordinance Article 23 "Board of Appeals" Section 23.7 "Notice of Hearing" shall be amended to read as follows:

SECTION 23.7 NOTICE OF HEARING

The Board of Appeals shall make no recommendation except in a specific case and after a public hearing conducted by said board. The notices for all public hearings before the zoning board of appeals concerning appeals, interpretations, and variances shall comply with all of the following:

1. The content of the notice shall include all of the following information:
  - a. A description of the nature of the appeal or interpretation request or variance request.
  - b. For a Variance request or if the appeal or interpretation request involves a specific parcel, then the notice shall describe the property involved. The notice shall also include a listing of all existing street addresses within the property. Street addresses, however, do not need to be created and listed if no such addresses currently exist within the property. If there are no street addresses, other means of identification may be used, such as using tax parcel identification numbers or including a map showing the location of the property.
  - c. The time, date, and place the appeal or interpretation request or variance request will be considered.

- d. The address where and the deadline when written comments will be received concerning the appeal or interpretation request or variance request.
- 2 The notice shall be published in a newspaper of general circulation within the County not less than 15 days before the scheduled public hearing.
- 3 The notice shall be sent by first-class mail or personal delivery to the person filing the appeal or requesting the interpretation or requesting the variance and, for a variance request or if the appeal or interpretation request involves a specific parcel, to the owners of the property involved not less than 15 days before the scheduled public hearing.
- 4 For a variance request or if the appeal or interpretation request involves a specific parcel, then the notice shall also be sent by first-class mail or personal delivery to all persons to whom real property is assessed within 300 feet of the property involved and to the occupants of all structures within 300 feet of the property involved not less than 15 days before the scheduled public hearing, regardless of whether the property or occupant is located in the County. If the name of the occupant or tenant is not known, the term "occupant" may be used in making notification under this subsection.

Section 9. The Otsego County Zoning Ordinance Article 26 "Conflicting Regulations and Repeal of Prior Ordinances" shall be amended to read as follows:

ARTICLE 26 CONFLICTING REGULATIONS AND REPEAL OF PRIOR ORDINANCES

Whenever in the county there are provisions in two or more laws or ordinances that have conflicting provisions, the law or ordinance with the more stringent requirements or regulations shall govern, except where a township has a validly enacted zoning ordinance under the provisions of Public Act 110 of 2006, The Michigan Zoning Enabling Act, then for as long as such zoning ordinance remains lawful and in effect, its regulations shall govern the use of land within that township.

Section 10. Validity.

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

Section 11. Effective Date.

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

OTSEGO COUNTY

By: \_\_\_\_\_  
Paul Beachnau, County Board Chairman

By: \_\_\_\_\_  
Susan DeFeyter, County Clerk

October 23, 2006

MEMORANDUM

TO: Paul Beachnau, Chairman Otsego County Board of Commissioners  
FROM: Richard Edmonds, Director of Land Use Services  
SUBJ: Zoning Ordinance Text Amendment

The purpose of this memo is to provide the County Board of Commissioners with the Recommendation of the County Planning Commission regarding the following Zoning Ordinance Text Amendment.

**GENERAL INFORMATION**

Following review of the Zoning Ordinance it was noticed that the Zoning Ordinance had never been updated to note the new name of the Land Division Act. The Planning Commission determined that the Zoning Ordinance should be amended to correct this information.

The Planning Commission is recommending that the County Board adopt an ordinance to amend the Section 18.14 "Land Division" so that references to the "Subdivision Control Act" are corrected to read "Land Division Act" so that the specific paragraphs within Section 18.14 will be changed to read as follows:

18.14.1 Approval Required. For the purposes of this Ordinance, the County shall not recognize any lot which was not either a lot of record as of the effective date of this Amendment or which has not been subsequently approved by the Approving Authority as designated by the municipality in accordance with the provisions of the Land Division Act, P.A. 288 of 1967, as amended.

18.14.4.4 No Land Divisions shall be granted which are contrary to, or in violation of, the State of Michigan P.A. 288 of 1967, as amended, The Land Division Act, or this Ordinance.

OTSEGO COUNTY  
ORDINANCE NUMBER: 4

AN ORDINANCE TO AMEND THE TEXT OF THE OTSEGO COUNTY ZONING ORDINANCE ARTICLE 18 "SPECIFIC REQUIREMENTS FOR CERTAIN USES" SECTION 18.14 "LAND DIVISIONS" TO CORRECT REFERENCES TO THE SUBDIVISION CONTROL ACT BY CHANGING THE REFERENCE TO READ "LAND DIVISION ACT" FOR THE HEALTH, SAFETY AND WELFARE OF THE CITIZENS OF THE COUNTY.

OTSEGO COUNTY, STATE OF MICHIGAN ORDAINS:

Section 1. The text of the Otsego County Zoning Ordinance Article 18 "Specific Requirements for certain uses" Section 18.14 "Land Divisions" Paragraph 18.14.1 shall be amended to correct references to the Subdivision Control Act so that they reference the Land Division Act so that paragraph 18.14.1 shall read as follows:

- 18.14.1 Approval Required. For the purposes of this Ordinance, the County shall not recognize any lot which was not either a lot of record as of the effective date of this Amendment or which has not been subsequently approved by the Approving Authority as designated by the municipality in accordance with the provisions of the Land Division Act, P.A. 288 of 1967, as amended.

Section 2. The text of the Otsego County Zoning Ordinance Article 18 "Specific Requirements for certain uses" Section 18.14 "Land Divisions" Paragraph 18.14.4.4 shall be amended to correct references to the Subdivision Control Act so that they reference the Land Division Act so that paragraph 18.14.4.4 shall read as follows:

- 18.14.4.4 No Land Divisions shall be granted which are contrary to, or in violation of, the State of Michigan P.A. 288 of 1967, as amended, The Land Division Act, or this Ordinance.

Section 2. Validity.

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

Section 3. Effective Date.

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

OTSEGO COUNTY

By: \_\_\_\_\_  
Paul Beachnau, County Board Chairman

By: \_\_\_\_\_  
Susan DeFeyter, County Clerk

# Otsego County Land Use Services

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

October 23, 2006

## MEMORANDUM

TO: Paul Beachnau, Chairman Otsego County Board of Commissioners

FROM: Richard Edmonds, Director of Land Use Services

SUBJ: Rezoning request for property located at the intersection of Matelski Road and Old 27 North on the North side of Matelski Road and on the West side of Old 27 North Livingston Township Parcel Number 080-003-300-030-00

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

## GENERAL INFORMATION

The above referenced request is for the Rezoning of .34 acres of vacant land located as noted above. The property in question is currently zoned B-2 "General Business" and the request is for the parcel to be Rezoned to R-2 "General Residential"

### *Site Location*

The property is vacant land with no address. The property is just north of the intersection of Matelski Road and Old 27 North. The tax ID number for the parcel is: 080-003-300-030-00. The legal description for the parcel is:

Part of Section 3 Livingston Township desc as: beginning 150' North of the intersection of S line of Section 3 and W line of US 27 ROW, then N 100' alg W line of US 27 ROW, then W 200', the S 100' parallel with the west Section Line of Section 3, then E to POB.

### *Natural Features*

The property is flat vacant land with some scrub vegetation remaining on the property. The property has had a dwelling in the past which was removed several years ago. There are no special natural features on the property at this time.

### *Contours*

The property is flat, there is no significant change in elevation.

## PLANNING COMMISSION REVIEW

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

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

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

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

Based on the Future Land Use Map the property in question is designated as "Residential" along Old 27 North.

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

#### RECOMMENDATION

The Planning Commission voted unanimously to recommend that this request be approved and advised that other similar property along Old 27 North be reviewed for rezoning in the immediate future.

The Planning Commission reviewed the following factors.

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

The Planning Commission determined that:

- The site is zoned commercial and it can not currently be used for residential purposes.
- There is commercial property in the area that could better handle the commercial needs.
- Rezoning of this property at this time would help reduce sprawl
- The site is not served by adequate public facilities for commercial development.
- The site is Master Planned for Residential Use.

Based on the above noted criteria the Planning Commission has recommended approval of the Rezoning from B-2 General Business to R-2 General Residential.

OTSEGO COUNTY  
ORDINANCE NUMBER: 3

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

OTSEGO COUNTY, STATE OF MICHIGAN ORDAINS:

Section 1. The current Otsego County Zoning Map shall be amended so that the following described parcel of land shall be Rezoned as indicated:

Common Address:	5042 Old 27 North
General Location:	150' north of intersection of Matelski Road and Old 27 North
Township:	Livingston Township
Tax ID Number:	080-003-300-030-00
Legal Description:	Part of Section 3 Livingston Township desc as: beginning 150' North of the intersection of S line of Section 3 and W line of US 27 ROW, then N 100' alg W line of US 27 ROW, then W 200', the S 100' parallel with the west Section Line of Section 3, then E to POB.
Existing Zoning:	B-2 "General Business"
New Zoning:	R-2 "General Residential"

Section 2. Validity.

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

Section 3. Effective Date.

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

OTSEGO COUNTY

By: \_\_\_\_\_  
Paul Beachnau, County Board Chairman

By: \_\_\_\_\_  
Susan DeFeyter, County Clerk

**RESOLUTION NO. OCR 06-51**  
**Register of Deeds Data Agreement**

OTSEGO COUNTY BOARD OF COMMISSIONERS  
November 9, 2006

**WHEREAS**, the Otsego County Register of Deeds is a statutory sub division of Otsego County which is the statutory repository of all documents of record pertaining to real property located within the County of Otsego; and

**WHEREAS**, the Register of Deeds receives requests for documents of record in an electronic data transfer medium as defined in MCL 24.401 or paper copies of all pages of all documents of record recorded by the Otsego County Register of Deeds; and

**WHEREAS**, the Register of Deeds occasionally wishes to enter into agreements with parties requesting these documents of record that detail the ownership rights to the data; now, therefore, be it

**RESOLVED**, that at the request of the Register of Deeds, the County Administrator is authorized to sign Agreements (form attached) for the distribution of the documents of record requested from the Register of Deeds.

## AGREEMENT

THIS AGREEMENT("Agreement") is made effective this \_\_\_\_ day of \_\_\_\_\_ 200\_\_, by and between \_\_\_\_\_ ("the party of the first part"), and The County of Otsego, a Michigan Municipal Corporation("Otsego") and the Otsego County Register of Deeds. Pursuant to the provisions of MCL 600.2567, 600.2567a, 565.551, 24.401, et seq.

In consideration of the mutual promises, covenants, and agreements hereinafter set forth, and for other good and valuable consideration, the parties agree as follows:

WHEREAS, Otsego County Register of Deeds is a statutory sub division of Otsego which is the statutory repository of all documents of record pertaining to real property located within the County of Otsego, State of Michigan; and

WHEREAS, the party of the first part, desires to acquire all pages of all documents of record in an electronic data transfer medium as defined in MCL 24.401 or paper copies of all pages of all documents of record recorded by the Otsego County Register of Deeds; and

WHEREAS, the parties agree that they will mutually benefit from an agreement whereby the party of the first part will agree to purchase copies of all pages of all documents recorded by Otsego County Register of Deeds during the effective term of this agreement.

NOW THEREFORE:

1. Term. The term of this agreement shall be for a period of one year, commencing on the effective date of this Agreement.
2. Renewal. This agreement shall not be automatically renewed for an additional term(s) unless one of the parties notifies the other party, in writing, of its intention to extend this Agreement upon mutually agreed terms and conditions at least Thirty (30) days prior to the end of the term.
3. Fees. The party of the first part shall receive all pages of all documents of record in a data transfer medium as defined in MCL 24.401 or paper copies of all pages of all documents of record recorded by the Otsego County Register of Deeds at the price of twenty-five cents(.25) per page. The parties shall confer on the type of electronic data transfer medium and the final selection of the medium is by the Register of Deeds. If obtaining copies by paper, the party of the first party agrees to supply their own paper.
4. Payment. Payment in full will be made for all copies within fifteen (15) days of invoice or this contract will be considered terminated. The Register of Deeds shall send a monthly invoice by the 10<sup>th</sup> of each month.

5. Use of Copies. The party of the first part agrees to use any copies acquired during the effective term of this agreement only for internal insurance underwriting purposes unless otherwise agreed to by Otsego County and the Register of Deeds in advance and in writing. The parties agree that any other use or dissemination to any third party shall be prohibited. If any other use or dissemination to any third party occurs, this Agreement is automatically terminated and any moneys due and owing shall be immediately paid.  
Otsego County reserved the right to seek all legal and/or equitable remedies available for any violations of this provision.

6. Assignment. This Agreement is not assignable or transferable to any third party caused by any reason. Any assignment or transfer or attempt shall automatically terminate this Agreement.

7. Specific Performance – Incidental, Consequential and Punitive Damages Prohibited. In no event shall either party be liable to the other party for specific performance of the terms hereof or for any incidental, consequential, speculative or punitive damages. The sole and exclusive obligation of the County and the Register of Deeds is limited to providing all pages of all documents of record in an electronic data transfer medium as defined in MCL 24.401 or paper copies of all pages of all documents of record recorded by the Otsego County Register of Deeds.

8. General Provisions.

A. Captions. The captions, headings, and arrangements used in this agreement are for convenience only and do not in any way affect, limit, simplify, or modify the terms and provisions of this agreement.

B. Number and Gender of Words. Whenever the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

C. Notices. All notices, demands, and requests and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered, whether actually received or no, when sent; (i) by personal delivery; or (ii) by facsimile transmission to the following address:

Susan I. DeFeyter  
Otsego County Clerk/Register of Deeds  
225 W. Main Street  
Gaylord, MI 49735  
Telephone: 989-731-7550  
Facsimile: 989-731-7519

- D. Governing Law. It is intended by the parties that the laws of the State of Michigan shall govern the validity, construction, enforcement and interpretation of this agreement, Otsego County shall be the proper venue for any such actions.
- E. Entirety and Amendments. This agreement embodies the entire agreement between the parties and supersedes all prior agreements, understandings, warranties and representations, if any, whether verbal or written, relating in any way to this agreement. This agreement may be amended or supplemented only by an instrument in writing executed by both parties hereto.
- F. Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision shall be fully severable; the remainder of the agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the agreement; and the remaining provisions of the agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from the agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this agreement a provision as may be possible which is and shall be legal, valid and enforceable.
- G. No Third Party Beneficiaries. Except as otherwise specifically provided herein, nothing expresses or implied in this agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation other than THE PARTY OF THE FIRST PART and OTSEGO COUNTY and the Register of Deeds, any rights or remedies under or by reason of this Agreement.
- H. Authority. The party of the first party represents and warrant to Otsego County and the Register of Deeds that it has full legal and statutory powers under relevant internal by-laws or rules and regulation to enter into this Agreement.
- I. Survival of Representations. The representations, warranties, covenants and agreements contained in this agreement shall forever survive the termination of this Agreement.
- J. Effective Date. As used herein, the term "Effective Date" shall be the date as first written above. The parties hereto have executed this agreement effective as of the date first above written.

\_\_\_\_\_  
 By:  
 Its:

\_\_\_\_\_  
 Susan I. DeFeyter, County Clerk/Register

\_\_\_\_\_  
 County Administrator



OTSEGO COUNTY  
BUDGET AMENDMENT

FUND/DEPARTMENT: Parks

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
Regular Hourly	\$	\$
Part Time - Temp	\$	\$
uniforms -	\$	\$
gasoline -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
208E - 751 - 703030	\$ 4,400.00	\$
- - 703060	\$	\$ 2,400.00
- - 726046	\$	\$ 1,000.00
- - 930660	\$	\$ 1,000.00
- -	\$	\$
- -	\$	\$
Total	\$ 4,400.00	\$ 4,400.00

Department Head Signature

11-2-06  
Date

Finance Department	
Entered:	
By:	

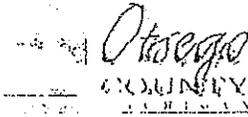
Administrator's Signature

11-8-06  
Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY  
BUDGET AMENDMENT**

FUND/DEPARTMENT: \_\_\_\_\_

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

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

**REVENUE**

Account Number	Decrease	Increase
OVERTIME.	\$	\$
Insurance Bonds	\$	\$
- supplies General	\$	\$
- -	\$	\$
Total	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
208E - 751 - 703070	\$ 6,236.24	\$
- - 930100	\$	\$ 4,392.24
- - 726000	\$	\$ 1,844.00
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$ 6,236.24	\$ 6,236.24

*M. H. [Signature]*

Department Head Signature

Date

**Finance Department**

Entered:

By:

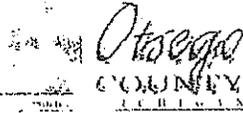
Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY  
BUDGET AMENDMENT**

FUND/DEPARTMENT: \_\_\_\_\_

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

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

**REVENUE**

Account Number	Decrease	Increase
Retirement	\$	\$
Supplies General	\$	\$
- " Janitorial	\$	\$
- -	\$	\$
Total	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
208E - 751 - 704300	\$ 4,000.00	\$
- - 726000	\$	\$ 1,400.00
- - 726025	\$	\$ 2,600.00
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$ 4,000.00	\$ 4,000.00

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

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

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

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



**OTSEGO COUNTY  
BUDGET AMENDMENT**

FUND/DEPARTMENT: \_\_\_\_\_

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

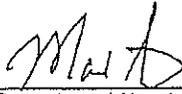
Fund Type:  General     Special Revenue     Debt Service     Capital Project     Business-Type (Enterprise or Internal Svc)

**REVENUE**

Account Number	Decrease	Increase
Social Sec.	\$	\$
Rep & Maint -	\$	\$
WWBT OUTSIDE	\$	\$
- -	\$	\$
Total	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
208E - 751 - 704200	\$ 1,927.00	\$
- - 726050	\$	\$ 1,000.00
- - 946010	\$	\$ 927.00
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$ 1,927.00	\$ 1,927.00

  
Department Head Signature

\_\_\_\_\_ Date

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

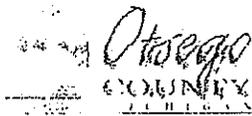
\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_ Date

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

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

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



**OTSEGO COUNTY  
BUDGET AMENDMENT**

FUND/DEPARTMENT: \_\_\_\_\_

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

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

**REVENUE**

Account Number	Decrease	Increase
Life & Dis	\$	\$
Advertise -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
20BE - 751 - 704140	\$ 300.00	\$
- - 930800	\$	\$ 300.00
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$ 300.00	\$ 300.00

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

\_\_\_\_\_  
Date

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

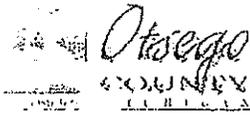
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Date

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

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

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

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



## OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: \_\_\_\_\_

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

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

**REVENUE**

Account Number	Decrease	Increase
unemployment	\$	\$
ship & mail	\$	\$
-	\$	\$
-	\$	\$
Total	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
208E - 751 - 704500	\$ 100.00	\$
- - 930450	\$	\$ 100.00
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
Total	\$ 100.00	\$ 100.00

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

\_\_\_\_\_ Date

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

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

\_\_\_\_\_ Date

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

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

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



**OTSEGO COUNTY  
BUDGET AMENDMENT**

FUND/DEPARTMENT: \_\_\_\_\_

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

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

**REVENUE**

Account Number	Decrease	Increase
WORK comp-	\$	\$
MEDICAL supply	\$	\$
-	\$	\$
-	\$	\$
Total	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
208E - 751 - 704600	\$ 250.00	\$
- - 726035	\$	\$ 250.00
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
Total	\$ 250.00	\$ 250.00

Department Head Signature

11-2-6  
Date

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

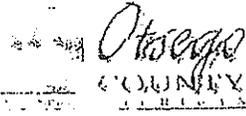
Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY  
BUDGET AMENDMENT**

FUND/DEPARTMENT: \_\_\_\_\_

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

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

**REVENUE**

Account Number	Decrease	Increase
- Hosp. -	\$	\$
- Ligb. Insurance	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
208E 751 - 704110	\$ 13,000.00	\$
- Fund Balance	\$	\$ 13,000.00
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$ 13,000.00	\$ 13,000.00

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

11-2-6  
\_\_\_\_\_  
Date

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

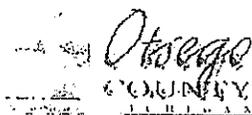
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Administrator's Signature

\_\_\_\_\_  
Date

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

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

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



## OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: \_\_\_\_\_

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

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

**REVENUE**

Account Number	Decrease	Increase
- OVERTIME	\$	\$
- Part Time Temp	\$	\$
- OVERTIME	\$	\$
- INSURANCE	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>

**EXPENDITURE**

Account Number	Increase	Decrease
JOBE - 752 - 703070	\$ 1,000.00	\$
- 703060	\$	\$ 1,000.00
- 703070	\$ 1,000.00	\$
- 930100	\$	\$ 1,000.00
INCREASE OVERTIME	\$	\$
↳ Part Time & Insurance	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>

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

Date \_\_\_\_\_

**Finance Department**

Entered: \_\_\_\_\_

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

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

Date \_\_\_\_\_

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

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

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



# OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: \_\_\_\_\_

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

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

### REVENUE

Account Number	Decrease	Increase
- -	\$	\$
- Per Diem	\$	\$
- Telephone	\$	\$
- -	\$	\$
Total	\$	\$

### EXPENDITURE

Account Number	Increase	Decrease
208E - 752 - 703040	\$ 300.00 ✓	\$
- - 930210	\$	\$ 300.00 ✓
- -	\$	\$
- -	\$	\$
> Per Diem -	\$	\$
< Telephone -	\$	\$
Total	\$	\$

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_

Finance Department	
Entered:	
By:	

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

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

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



# OTSEGO COUNTY BUDGET AMENDMENT

**FUND/DEPARTMENT:** \_\_\_\_\_

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

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

**REVENUE**

Account Number	Decrease	Increase
- Reg. Hourly	\$	\$
- Repairs -	\$	\$
- Hospital	\$	\$
- Repairs -	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>

**EXPENDITURE**

Account Number	Increase	Decrease
208E - 752 - 703030	\$ 3,000.00 ✓	\$
- - 726050	\$	\$ 3000.00 ✓
- -	\$	\$
208E - 752 - 704110	\$ 4,000.00 ✓	\$
- - <del>726050</del>	\$	\$ 4000.00 ✓
> Reg. & Hospital 7940010	\$	\$
<b>Total &amp; Repairs &amp; Maint</b>	<b>\$ 7000</b>	<b>\$ 7000.00</b>

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

Date \_\_\_\_\_

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

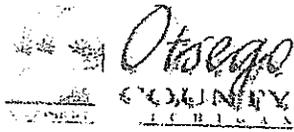
Date \_\_\_\_\_

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

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

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

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



# OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: \_\_\_\_\_

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

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

**REVENUE**

Account Number	Decrease	Increase
- Insurance	\$	\$
- gasoline	\$	\$
-	\$	\$
-	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>

**EXPENDITURE**

Account Number	Increase	Decrease
208E - 752 - 930100	\$ <del>200.00</del>	\$ 200.00 ✓
- - 930660	\$ 200.00 ✓	\$
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
7 gasoline / Insurance	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>

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

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

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

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

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

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





**OTSEGO COUNTY  
BUDGET AMENDMENT**

Pg 2 of 2

FUND/DEPARTMENT: Various

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
2660050-400000 - From Fund Bal.	\$	\$ 4,445.30
6370050-699030 - Transfer In	\$	\$ 4,445.30
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
266E941-999000 - Transfer out	\$ 4,445.30	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$ 46,390.60	\$ 46,390.60

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

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

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

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

**RESOLUTION NO. OCR 06-47**  
Northwest Michigan Community Health Agency  
New & Amended Regulations

WHEREAS, Michigan Law, being 1978 PA 368, Sec.2441(1), requires that a regulation of a district health department be approved by the governing entity of each of its members; and

WHEREAS, this county is a member of the Northwest Michigan Community Health Agency which is a district health department and the Board of Commissioners is the governing entity of this county; and

WHEREAS, the Board of Health of the district health department has recommended approval of the proposed amendment to the Emmet County Sanitary Code and the proposed District Sanitary Code for the Counties of Antrim, Charlevoix and Otsego; and

WHEREAS, this county desires to approve the District Sanitary Code and the amendment to the Emmet County Sanitary Code that are described below; therefore, be it

RESOLVED, that:

1. the attached regulation adopted by the Board of Health of the Northwest Michigan Community Health Agency known as the District Sanitary Code and applicable to the Counties of Antrim, Charlevoix and Otsego is approved; and
2. the attached regulation adopted by the Board of Health of the Northwest Michigan Community Health Agency known as the Amendment of the Emmet County Sanitary Code is approved.

**RESOLUTION NO. OCR 06-50**  
**Support for Reorganization of the 87<sup>th</sup> District Court**

OTSEGO COUNTY BOARD OF COMMISSIONERS  
November 9, 2006

**WHEREAS**, the Probate Judges of Crawford and Kalkaska Counties have statutory District Court authority; and

**WHEREAS**, those judges handle all District Court cases in their respective counties and 87<sup>th</sup> District Court Judge Patricia A. Morse handles cases only in Otsego County; and

**WHEREAS**, the court staff of the district court is allocated and funded based on county lines and no longer a shared expense; now, therefore, be it

**RESOLVED**, that the Otsego County Board of Commissioners request the State Court Administrator to seek legislation to reorganize the 87<sup>th</sup> District Court into three separate district courts; and be it further

**RESOLVED**, that this legislation is requested to be effective by the end of the 2007 term of the Legislature.



OCR 06-48

MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN

UNIFORM RESOLUTION FOR ADOPTING BENEFIT PROGRAM "E" INCREASE TO BE EFFECTIVE ON ADJUSTMENT DATE JANUARY 1, 2007

Must be filed with MERS by November 22, 2006, to be effective for Calendar 2007

Note: Numbers 1 and 2 must be completed.

1. As authorized by Section 20 of the MERS Plan Document as revised the Otsego County (Participating Municipality) 6902-1 (Municipality No.) adopts for the following (circle only A or B):

A. All retirees and beneficiaries.

or

B. Retirees and beneficiaries in Divisions: 01, 02, 10, 11, 12, 13, 14, 20 Specify Division Number(s)

2. The increase will be (Traditional E or Flexible E—choose either A or B):

A. Traditional E (For all who retired on or before December 31, 2005, as computed in the actuary's cost analysis.)

Two percent (2%) of the retirement allowance payable immediately prior to the adjustment date, for each complete calendar year since the last adjustment date for which Benefit E was adopted, or effective date of retirement allowance, whichever is shorter.

or

B. Flexible E (Complete the following.)

1) Type of increase \_\_\_% or flat dollar amount per month \$ \_\_\_\_\_.

2) Increase applies in the following manner:

(a) Only those retired on or before \_\_\_\_\_.

(b) Number of years for adjustment \_\_\_\_\_.

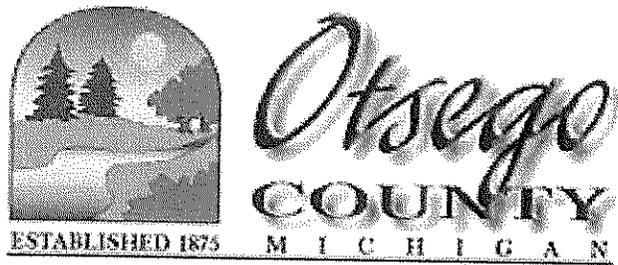
I certify that this Resolution was adopted by the Otsego County Board of Commissioners at its meeting held on November 9, 2006. Governing Body

Dated: 11-9-06

Signature of Authorized Official

Chair, Board of Commissioners

Title



November 28, 2006  
Agenda

## **RESOLUTION NO. OCR 06-49**

### **Resolution in Support of an Application for U.S. EPA Brownfield Redevelopment Grant by the Otsego County Brownfield Redevelopment Authority Otsego County, Michigan**

**Whereas**, the U.S. Environmental Protection Agency (EPA) provides grants and loans to communities through its Brownfield Grant Program to encourage reuse of brownfield properties by funding environmental assessment and response activities;

**Whereas**, Otsego County has formed the Otsego County Brownfield Redevelopment Authority (OCBRA) under Act 381, PA 1996 as amended that seeks to redevelop brownfields throughout Otsego County; and

**Whereas**, The Otsego County Brownfield Redevelopment Authority is actively identifying potential brownfield redevelopment opportunities and is working to remove barriers to redevelopment; and

**Whereas**, EPA Brownfield Assessment Grant funds can be used to remove unknowns regarding the environmental conditions of property that can be a barrier to its redevelopment; and

**Whereas**, Local governments, agencies, and the private sector have developed strong cooperative partnerships to meet community development goals, including encouraging investment and reuse of contaminated sites; and

**Whereas**, the Otsego County Board of Commissioners supports the Otsego County Brownfield Redevelopment Authority in its efforts to encourage investment on brownfield properties and supports the submittal of a grant application to the EPA; and

**Whereas**, the Otsego County Brownfield Redevelopment Authority intends to submit a brownfield grant application to the EPA and to use those funds to benefit the community and stimulate private investment; now, therefore, be it

**Resolved**, that the Otsego County Board of Commissioners supports the Otsego County Brownfield Redevelopment Authority in the submittal of a grant application to the U.S. Environmental Protection Agency for a community-wide brownfield assessment grant.

**RESOLUTION NO. OCR 06-52**  
**AUTHORIZING RESOLUTION**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
November 28<sup>th</sup>, 2006

**WHEREAS**, the Otsego County Board of Commissioners is the owner of a property located at 2939 Birch St. Johannesburg, Michigan 49751 and has a mortgage recorded in Liber 885, Pages 363-376, Loan Modification in Liber 896, Pages 422-423 in the name of Marilyn Henderson, a single woman, and

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

**RESOLVED**, that Otsego County hereby issue a DISCHARGE OF MORTGAGE to, Marilyn Henderson, a single woman; and be it further

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

**RESOLUTION NO. OCR 06-53**  
**Court Employees Retirement Health Fund**

OTSEGO COUNTY BOARD OF COMMISSIONERS  
November 28, 2006

**WHEREAS**, the Court Employees Retirement Health Fund (737) was created to fund health benefits for retired employees of the 46<sup>th</sup> Circuit Trial Court; and

**WHEREAS**, Otsego County, Crawford County, Kalkaska County, and certain 46<sup>th</sup> Circuit Trial Court employees and judges contributed to the fund; and

**WHEREAS**, on November 13, 2006 the Tri-County Court Committee voted unanimously to dissolve the Court Employees Retirement Health Fund and disburse the funds back to the appropriate contributing parties with interest; now, therefore, be it

**RESOLVED**, that the Otsego County Board of Commissioners authorizes the disbursement of all funds within the Court Employees Retirement Health Fund to the contributing parties based on the pro-rata percentage paid by each contributing party; and, be it, further

**RESOLVED**, that Kalkaska County will be reimbursed approximately \$129,179.93; Crawford County will be reimbursed approximately \$96,884.95; and Otsego will be reimbursed approximately \$177,622.40; and be it, further

**RESOLVED**, that the disbursement of funds not be made until authorized, via resolution, by all participating counties, and subsequently authorized by Judge Kolenda.

United States  
Department of Agriculture  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT

DATE

NO. 5

November 9, 2006

TO LEASE NO.

57-5D21-98-1

ADDRESS OF PREMISES

800 Livingston Blvd.  
Gaylord, MI 49735

THIS AGREEMENT, made and entered into this date by and between Otsego County

whose address is 225 West Main Street, Gaylord, MI 49735

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective December 1, 2006, as follows:

Effective December 1, 2006 through February 28, 2007 the monthly cost for rent will be \$481.00 per month with a charge of \$160.00 per month to cover the costs of the prorated share of utility costs for the NRCS space for a total of \$641.00 per month.

A new lease will be entered into effective March 1, 2007.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR

BY

(Signature)

(Title)

IN PRESENCE OF

(Signature)

(Address)

UNITED STATES OF AMERICA

BY Bonnie R. Kilgore

(Signature)

Contracting Officer

(Official Title)

# US★Imaging

Suzy DeFeyter  
Clerk/Register of Deeds  
Otsego County  
225 W. Main  
Gaylord, MI 49735

November 16, 2006

US Imaging is please to submit the following quote to scan your recorded documents from microfilm into digital images for importing into your Cherry Lan System. Additional services and/or changes may be added to this quote once they are clearly documented and signed by both parties to ensure a mutual understanding of the services provided.

## Scan Libers 338 thru 699 from Microfilm

### Requirements of Otsego County

- **Index Data** – Provide US Imaging with an ASCII Text File from your computer index containing the liber and page number of the first page of each document for the entire range of images to be scanned.
- **Hardware** – Install 100GB of hard drive storage for scanned images.
- **Import** – Obtain software and/or services from system vendor to import images into Cherry Lan system.

### Project Specifications – US Imaging

- **Pickup & Return** – US Imaging will pickup film from Underground Security with our own bonded and insured drivers. Film will be returned once the entire project is complete.
- **Transportation Procedure** – We will utilize our own driver and our own vehicle to transport the original rolls of microfilm. A manifest of the contents of each roll will be created and verified as each roll is loaded into a box. A copy of the manifest will be signed by both parties. The box will be sealed. Our driver will transport the film directly to our conversion center in Saginaw, Michigan. The truck will be locked at all times. The return trip will be completed in the same manner. All drivers are experienced, have passed safety tests and we perform financial and criminal background checks on all drivers.
- **Storage Procedure** - The box which contains the rolls will be assigned a unique barcode label. The boxes location will be tracked in our facility during inspection, scanning, editing, rescanning and return delivery. The film will remain in a climate controlled facility at all times while in our possession.
- **Inspection** – Each roll will be inspected for splices and consistent density throughout each roll. An electronic densitometer will be utilized at each splice to obtain the exact grayscale of each section of film. Exact grayscale readings will be utilized to determine the optimum scanner settings for each section of film. Microfilm will be cleaned, if necessary, to minimize the amount of dust particles on the film prior to scanning. Splices will be replaced if necessary.
- **Scanning** – Each microfilm image will be scanned at 300 dpi and saved as black and white group IV TIFF image and a grayscale JPEG image. Each TIFF image will be logically named by a corresponding 4 digit Book and 4 digit Page #. (example: Book 1234 Page 1 = 12340001.001.tif, Page 2 = 12340001.002, etc.)
- **Image Cleanup** - All images will be automatically deskewed and manually cropped for optimum image quality and file compression.
- **Excess Border Removal** – Some microfilm contains camera backgrounds, shadows, lines and excess white and gray borders. These excess items can be removed to leave just the original document the way it was intended to be recorded. **NOTE: Libers 476 through 486 DO NOT required Excess Border Removal**

- **Editing** – Every TIFF image will be visually inspected at full size for sequential order, missing pages, duplicate pages, “A” pages and image quality. Particular attention is given to the party names, legal description, document numbers, signatures and time date stamps during this process. If any part of the image is illegible it will be added to a rescan report.
- **Rescan Report** – We can provide you with an Excel spreadsheet that identifies the liber and page number of every image that requires rescanning. This report will also describe why the image was rescanned: too light, too dark, blurred, missing or Poor Quality Film. This report will also identify A pages.
- **Rescans** – Images from the rescan report will be rescanned and adjustments to contrast are made to provide optimum legibility. Our Microfilm contains 256 shades of gray and TIFF images are simply black and white, rescanning images is critical to obtain the most legible images possible. Unfortunately, poor quality microfilm images will appear as poor quality TIFF images. If documents had been refilmed, spliced onto the beginning or end or a roll of film, we will scan the retakes and replace the original images on the roll of film at the rescan rate. The investment for retakes is \$.40 per image. Sample rolls can be scanned at no charge to determine retake percentages.
- **Indexing/Formatting** – Images will be logically named by a 4 digit liber and a 4 digit page and will match the liber and page number of the original images. (example: Book 1234 Page 1 = 12340001.001.tif, Page 2 = 12340001.002, etc.)
- **Media** – Three sets of DVD's will be created for the TIFF images, 1 set to Otsego County, 1 set to Underground Security and 1 set will be stored at US Imaging. Two sets of DVD's will be created for the JPEG images, 1 will be shipped to Underground Security and 1 will be stored at US Imaging.
- **JPEG Images** - JPEG images with 256 shades of gray can be saved and stored at US Imaging for backup. If you would like any black and white TIFF images adjusted at anytime in the future, we can do so and e-mail you the corrected image without having to physically rescan the film. Image enhancement is \$30.00/hour.
- **Shipments** – DVDs will be returned via UPS as the project is completed.
- **Timeframe** – The project will begin in January 2007 and will be completed by the end of March 2007.

Liber 338	-	Liber 699	=	362 Libers
362 Libers	@	1000 Images Per Liber	=	362,000 Images
362,000 Images	@	4% Images Require Rescanning	=	14,480 Images
362,000 Images	@	70000 Images Per DVD	=	6 DVD's
362,000 Images	@	\$0.01 Per Image for Scanning & Film Inspection	=	\$3,620.00
362,000 Images	@	\$0.02 Per Image for Editing & Reporting	=	\$7,240.00
351,000 Images	@	\$0.02 Per Image for Excess Border Removal	=	\$7,020.00
14,480 Rescans	@	\$0.40 Per Rescanned Image	=	\$5,792.00
362,000 Images	@	\$0.01 Per Image for Stapling & Checking for Sync	=	\$3,620.00
362,000 Images	@	\$0.01 Per Image for Grayscale Capture & DVD's	=	\$3,620.00
77 DVD's	@	\$20.00 Per DVD @ 2 Sets per JPEG DVD	=	\$3,080.00
6 DVD's	@	\$20.00 Per DVD @ 3 Sets per TIFF DVD	=	<u>\$360.00</u>
<b>Total Investment</b>			=	<b><u>\$34,352.00</u></b>

*The above pricing is an estimate. All invoicing will reflect actual quantities incurred and unit pricing will not change. Invoices will be issued with each shipment and will be determined by the quantity of work actually returned.*

**US Imaging will not reproduce or distribute Otsego County images and/or indexes to any other entity except Otsego County. US Imaging requires a signed agreement and purchase order be provided prior to any document or film pickup.**

Confidential  
Otsego County ROD  
Scan Libers 338 – 699 from Rollfilm  
November 16, 2006  
Page 3

**AGREEMENT**

Otsego County may designate acceptance of this proposal by signature of a duly authorized officer of the company. Total costs for initial implementation and ongoing costs have been described herein.

In exchange for products and services outlined in this proposal, Otsego County agrees to pay US Imaging the total amount due within 30 days from the date of invoice. Any amounts outstanding will be assessed a finance charge of 1 1/2 percent per month on the unpaid balance.

US Imaging also reserves the right to collect monies owed in the event of nonpayment. This contract is considered the whole contract and will be governed under the laws of the State of Michigan.

Scott Robinson, CDIA+  
President & CEO  
US Imaging, Inc.  
400 S. Franklin  
Saginaw, MI 48607

Signature 

Date \_\_\_\_\_

**Accepted by:**  
Suzy DeFeyter, Otsego County Clerk/Register  
225 W. Main Street  
Gaylord, MI 49735

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

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

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

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

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

AN AGREEMENT

between

COUNTY OF OTSEGO  
A Body Corporate

At 225 West Main Street, Gaylord, Michigan 49735

and

NORTHERN MICHIGAN COMMUNITY MENTAL HEALTH

An agreement made and entered into this 9<sup>th</sup> day of September in the year of 2006 by and between County of Otsego, as Lessor and the Northern Michigan Community Mental Health.

1. **Premised Land.** The Lessor hereby agrees to lease to the Lessee 9,678 square feet of the Premises located at 800 Livingston Boulevard commonly known as the Alpine Center in the Township of Livingston, County of Otsego, State of Michigan (the "Premises").

The rooms as designate and show on DEM Project Plan 442-11-90, dated 6/28/91; as follows: Corridor 007, units 008, 010, 011, 012, 013, 014, 015, 017, 018, 019, 020, 021, 022, 023, on the "Ground Floor" and Corridor 101, 111, 135, units 102, 103, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 121, 122, 123, 124, 125, 126, 127, 129, 130, 131, 132, 133, 134, 136 137, 138, 139, 140, 141, 143, 144, 145, 157, 148, 149, 151, 152, 153, 154, 155 on the "1<sup>st</sup> Floor" of the Main Building of the Alpine Center located at 800 Livingston Blvd., Gaylord, Mi 49735.

2. **Term.** To have and to hold said Premises with all appurtenances for a term of three (3) years beginning on the 1<sup>st</sup> day of December, 2006 and ending on November 30, 2009.
3. **Holding Over.** The Lessor has the absolute right to withhold its consent to any proposed holdover. If Tenant remains in possession of the Premises after the Termination Date with Landlord's consent, it will occupy the Premises as a holdover tenant on a month-to-month basis. Tenant will be subject to all the terms of this Lease to the extent they can be applied to a month-to-month tenancy.
4. **Rent.** Lessee shall pay Lessor rent in the amount of Ninety-nine Thousand One Hundred Ninety-Nine and 56/100 dollars per year, payable in installments of Eight Thousand Two Hundred Sixty-Six and 63/100 dollars (\$8,266.63) per month, with monthly payments due on the first of each month.
5. **Cancellation.** Upon any willful breach, or upon default of any of the terms and conditions herein, or upon any willful breach or default of any of the terms and

conditions located within all agreements between Lessor and Lessee, this Lease shall be deemed forfeited by Lessee and cancelled by the Lessor; provided, however, that the Lessor shall give notice to Lessee of any breach or default, and Lessee shall have thirty (30) days in which to cure any defaults.

Should this Lease be terminated, cancelled or forfeited due to the willful breach by the Lessee, the Lessee shall peaceably give up to the Lessor the leases Premises in as good a condition as at the beginning of the term hereof, reasonable use and wear thereof and damage by the elements excepted. Improvements, additions or other construction made thereon by the Lessee shall become the property of the Lessor; however, Lessee may remove personal property and trade fixtures which can be removed without causing material damage to the Premises.

6. **Services Provided by Lessor.** The Lessor shall furnish the following services:
  - a. Ground Maintenance including all upkeep and cleaning of grounds as necessary
  - b. Parking Lot including the cleaning and maintenance of parking area, and for snow removal and lawn maintenance in a reasonable and timely manner.
  - c. Landlord shall furnish heat, sewer service and water services, said cost to be prorated among tenants.
  - d. The Landlord shall paint and recarpet the areas specified in the cost estimates included in Attachment A.
  
7. **Services Provided by the Lessee.** The Lessee shall furnish at its own expense the following services:
  - a. Electric – Tenant shall pay for electric service, with separate meters being provided.
  - b. Janitorial Services – Each tenant shall be responsible for cleaning service of their unit(s).
  
8. **Other Lessor Obligations.** Upon signing of the Agreement by both parties, the Lessor shall proceed with the replacement of the existing carpeting of the unit, and will have the hallways painted.
  
9. **Obligation to Maintain and Repair.** The Lessee shall reimburse the Lessor for any repairs to the premises from damage, which exceeds normal wear and tear to be expected from lawful and proper use of the premises and the sole cause of which was the negligent acts or omissions of Lessee's employees.

The Lessee shall notify the Lessor or his agent of the need for any repairs or replacements, which are not the responsibility of the Lessee. The Lessor may enter upon the premises at any reasonable time for the purpose of inspection thereof to determine

whether repairs or replacements are required and for the purpose of making such repairs and replacements.

10. **Alterations**. Tenant shall make no alterations, decorations, additions or improvements in or to demised premises without the written consent of the landlord first had and obtained, except those changes required by Tenant to accommodate necessary equipment to be installed at Tenant's expense.
11. **Signage**. Unit signs shall be limited to the Register located in building lobby.

Tenant will not cause or permit to be placed on the doors, windows, wall, fronts or sides of said building, or said demised premises or elsewhere in said building, any signs, placards, pictures, displays or other reading or advertising matter without the written consent of Landlord; and Tenant agrees that Landlord may, without notice, remove and destroy such signs, placards, pictures, etc. so placed without its consent.
12. **Insurance**. Tenant shall maintain and furnish proof of the following insurance: liability insurance covering both property damage and personal injury with minimum coverage of \$1,000,000 per occurrence, and shall name the Lessor as a named additional insured. Lessee shall furnish a copy of the insurance policy to Lessor on Lessor's request. Landlord agrees to maintain fire insurance on the building of the demised premises, and tenant agrees to maintain fire insurance on the contents of the demised premises.
13. **Mutual Indemnification**. Tenant will indemnify and defend Landlord against all claims for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the Premises; (b) the use or misuse of the Premises or common areas by Tenant or its agents, contractors, or invitees; or (c) any event on the Premises or common areas, whatever the cause. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or for Landlord's intentional misconduct. Landlord will indemnify and defend Tenant against all claims for bodily injury or property damage relating to the common areas of the Property. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the common areas; (b) the use or misuse of the common areas by Landlord or its agents, contractors, or invitees.
14. **Successors and Assigns**. The covenants, conditions, and agreements made and entered into by the parties hereto, are hereby declared binding upon the successors and assigns of the Lessor, and upon their heirs, administrators, executors, and assigns of the Lessee.
15. **Transfer of Interest**. It is further agreed that the Lessee shall not assign or transfer this Lease, nor sublet any of the Premises, including the buildings or improvements thereon, except as herein provided, without the written consent and approval of the Lessor, which shall not be unreasonably withheld.

16. **Use of the Premises.** Tenant will not use the Premises in any matter which violates the Building Rules or Applicable Laws. The Building Rules may be amended by Landlord in its sole discretion.
17. **Notices.** Notices required under this Agreement shall be deemed proper if duly sent by United States First Class mail or via facsimile and addressed to the parties at the following address:

LESSOR: Otsego County  
Attn: John Burt  
County Administrator  
225 W. Main Street  
Gaylord, MI 49735

LESSEE: Northern Michigan Community Mental Health  
Attn: Alexis Kaczynski  
One MacDonald Drive, Suite A  
Petoskey, MI 49770

18. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Lessor and the Lessee superseding all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Lessor and the Lessee. Nothing contained in this Agreement, nor the performance of the parties hereunder, shall inure to the benefits of any third party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the \_\_\_\_\_ Day of \_\_\_\_\_, 2006.

**LESSOR:**  
**OTSEGO COUNTY**  
BY: \_\_\_\_\_

Its: \_\_\_\_\_

**LESSEE:**  
**NORTHERN MICHIGAN COMMUNITY  
MENTAL HEALTH**  
BY: \_\_\_\_\_

Its: \_\_\_\_\_

## **Attachment A**



# KISS CARPET

#1 in Customer Service  
www.kisscarpet.com

7152 U.S. 131  
Mancelona, Michigan 49659  
(231) 587-9450  
(800) 352-5936  
Fax (231) 587-0364  
OPEN 7 DAYS

S DATE 11-8-06  
 S O L NAME GAYLORD COMMUNITY MENTAL HEALTH S H NAME W/Additional Rooms  
 D ADDRESS 800 N. WINGSTON BLVD P ADDRESS POOLED ON (SIDE, NICK, ALICEY, KATHA)  
 T CITY AYLORS STATE MI ZIP 49735 T O CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 H # 732-0292 W # \_\_\_\_\_ Cell # \_\_\_\_\_ Fax # \_\_\_\_\_

SALESMAN	MEASURED BY	EMAIL ADDRESS	REPEAT CUST.	INSTALLATION DATE
<u>CHERYL</u>	<u>HEATH</u>			
AREAS TO BE INSTALLED			QTY	PRICE
<u>CARPET</u>	<u>Stati - Tuft 3</u>			
<u>same 4000-021</u>	<u>12x472 5664 sq ft</u>			<u>14259.88</u>
<u>CARPET WALL LABOR</u>	<u>8544 TREASURE CARPET</u>			
<u>GLUENWALL LABOR</u>	<u>(NICKS OFFICE &amp; ALICEY, KATHA)</u>		<u>70 sq ft</u>	<u>49.00</u>
<u>GLUED Jute Rip &amp; Haul</u>	<u>5664 sq ft</u>			<u>2831.50</u>
	<u>5664 sq ft</u>			<u>906.24</u>
<u>Standard Adhesive</u>	<u>17-4 gallon pails</u>			<u>543.83</u>
<u>COVERBASE (BURKE MOWER/black)</u>	<u>1036 LNFT</u>			<u>569.80</u>
<u>COVERBASE LABOR</u>	<u>1036 LNFT</u>			<u>466.20</u>
<u>COVERBASE ADHESIVE</u>	<u>11 TUBES</u>			<u>43.89</u>
<u>21 LNFT TRACK W/INSERT (BLACK)</u>				<u>42.00</u>
<u>3 LNFT CLAMP W/PIN (SILVER)</u>				<u>0</u>
<u>FURNITURE</u>	<u>EQV to 31 ROOMS</u>			<u>1085.00</u>
<u>* CUSTOMERS MOVING ELECTRONICS + EMPTYING BOOKCASES *</u>				
<u>* PAINTERS TO REMOVE COVERBASE *</u>				

**PLEASE READ & SIGN**  
 Thank you for your recent purchase. Because you are a valued customer, we would like to install your flooring with a minimum disruption to your normal daily routine.  
 However, our installers are not licensed plumbers, electricians, or carpenters. We are not responsible for chips, dents, or conditions of existing moldings, doors, jams, or fixtures. Seller is not responsible for cutting doors. Seller is not responsible for customer measurements or for manufacturer or shipper delays. Any unforeseen structural additions upon installation may change the current amount due on this invoice. Also as in accordance with Federal Truth-in Lending Laws, interest will be computed at 2% per month on all accounts past 30 days. Liens will be filed after 60 days.  
 All workmanship is guaranteed for 1 year.  
**"ANYTHING NOT SPECIFICALLY IDENTIFIED IN THIS PROPOSAL IS NOT INCLUDED!"**

SUB TOTAL	
TAX	
TOTAL	<u>20797.34</u>
DEPOSIT	
BALANCE	

Room#	Room Name	L	W	SIZE	COST	NOTES
201	N Restroom	7	16			
202	Linda & Deb	16	18			
203	Sue P & Karen	16	13			
204	Andrea	12	24			
205	Conf Rm B ✓	20	15			
	Conf Rm B Restroom	5	16			
206	Sue B & Christine	16	19			
207	Alison & Holly	16	18			
208	Conf Rm A	18	25			
210	Copy Room ✓	11	8			
211	Renee <i>Separate</i>	10	11			
212	Renee Restroom	3.5	8			
213	Center Restroom	5.5	6			
214	Jennifer ✓	16	12			
215	Anita & contract	16	17			
216	Margaret	8.5 6.5	13 8.5			
217	Kitchen	16	21			
218	Kitchen Restroom	4.5	7.5			
219	Mary Beth	15	15			
220	Mens Restroom	11	8			
221	Edith	11	9			
222	Patty	11	13			
223	Susan S	11	13			
224	Don	11	11			
225	Bobbi & Katy ✓	16	9			
226	Craig	16	10			
227	Yvonne	16	15			
228	Janelle & Nancy ✓	16	12			<i>ADD-ON ROOMS 11/6/06</i>
230	Bob	16	13			<i>JOE</i>
231	Lynn ✓	17	17			<i>NICK</i>
232	Monica	16	15			<i>ALICE &amp; KATHY</i>
	Lobby ✓	30 39 7	10 7.25 16			
	N Hallway ✓	49	5.5			
	S Hallway ✓	49	5.5			

Andrea -  
 I got this bid  
 Clarified on  
 Friday night.  
 See below -

**TO: NORTH COUNTRY COMMUNITY MENTAL HEALTH**  
**ATTENTION: MONICA**

**FROM: STANLEY PROFESSIONAL PAINTING**

**DATE: SEPTEMBER 7, 2006**

**RE: PAINTING AND DRYWALL REPAIR PROPOSAL**

Drywall repair 1st floor	# 1360.00
Drywall repair 2nd floor	# 1920.00
Painting GAW + MI	# 7357.00
Painting DD	# 8835.00
	<hr/>
	#19472.00 Total Bid

**PROPOSAL**

**STANLEY PROFESSIONAL PAINTING**

Interior / Exterior  
Commercial / Residential  
Wood Finishing  
Wallpapering

Licensed & Insured



7681 Larkspur Dr. Mancelona, Michigan 49659  
Phone: (231) 585-6342

Customer Name: North Country Community Mental Health Date: 3/31/06

Address: 800 Livingston Blvd. Suite B  
2nd Floor  
Hayward MI 49735

Address Where Work Is To Be Performed: Same

Phone Number: (989) 732-6292

Job Description

*Price includes:*

*2 coats paint*  
*Caulk where necessary*  
*Paint 51 doors, 2 coats - no trim*

*Price includes labor and materials \$8,835.00*

*If we remove vinyl baseboard - \$800.00 extra*

*\* See attachment for itemized list of rooms for services to be performed*

Any alterations or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate.

**Terms of Payment: 50% Down, Balance upon completion**

Acceptance of Proposal

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

Respectfully submitted by

David X Stanley

**ESTIMATE GOOD FOR 30 DAYS**

# PROPOSAL

## STANLEY PROFESSIONAL PAINTING



Interior / Exterior  
Commercial / Residential  
Wood Finishing  
Wallpapering



Licensed & Insured

7661 Larkspur Dr. Manelona, Michigan 49658  
Phone: (231) 585-8342

### North Country Community Mental Health

Customer Name

Date September 7, 2006

800 Livingston Blvd  
Address

2nd Floor Suite B  
Address Where Work Is To Be Performed

Gaylord, MI 49735

(989) 732-6292  
Phone Number

Fax: (989) 732-0780

Job Description

**Interior**

**Drywall repair to be added to original bid of 3/31/06**

**\$1920.00**

**Price includes material and labor**

Any alterations or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate.

Acceptance of Proposal

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

Respectfully submitted by

*David K Stanley*

**ESTIMATE GOOD FOR 30 DAYS**

**PROPOSAL**

**STANLEY PROFESSIONAL PAINTING**



Interior / Exterior  
Commercial / Residential  
Wood Finishing  
Wallpapering



Licensed & Insured

7681 Larkspur Dr. Mancelona, Michigan 49659  
Phone: (231) 685-6342

**North Country Community Mental Health**

Customer Name

Date **September 7, 2006**

**800 Livingston Blvd.**

Address

Same

Address Where Work is To Be Performed

**Gaylord, MI 49735**

**(989) 732-6282**

Phone Number

Fax: **(989) 732-0780**

Job Description

**Interior**

**Drywall repair 1st Floor**

**\$1360.00**

**Price includes material and labor**

Any alterations or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate.

Acceptance of Proposal

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

Respectfully submitted by

*Edward Stanley*

**ESTIMATE GOOD FOR 30 DAYS**

# PROPOSAL

## STANLEY PROFESSIONAL PAINTING

Interior / Exterior  
Commercial / Residential  
Wood Finishing  
Wallpapering



Licensed & Insured

7681 Larkspur Dr. Manassas, Michigan 49859  
Phone: (231) 585-6342

### North-Country Community Mental Health

Customer Name

Date **September 7, 2006**

**800 Livingston Blvd.**

Address

**Same**

Address Where Work is To Be Performed

**Gaylord, MI 49735**

**(989) 732-6282**

Phone Number

Fax: **(989) 732-0780**

Job Description

**Interior**

**2 coats paint on walls**

**Caulk where necessary**

**Paint doors & trim, 2 coats**

**\$7357.00**

**Price includes material and labor**

Any alterations or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate.

Acceptance of Proposal

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_

Respectfully submitted by

*David R. Stanley*

**ESTIMATE GOOD FOR 30 DAYS**

## AGREEMENT

### Agreement Number MI112006OTSEGO COUNTY01

THIS AGREEMENT is made by and between OTSEGO COUNTY (Hereinafter THE AGENCY) and GOVERNMENT PAYMENT SERVICE, INC. (Hereinafter GPS) Wherein GPS and THE AGENCY agree as follows:

1. **SYSTEM DESCRIPTIONS.** GPS has developed a service for the purpose of processing payments by credit or debit card for Cash Bail, Fines and Costs, Restitution, Taxes and Other Fees for THE AGENCY. GPS is a cash facilitator and not a bail bond company. The Cash Bail, Fines and Costs, Restitution, Taxes and Other Fees received by THE AGENCY is money belonging to the Cardholder and is not GPS money. The GPS System will provide the service from a remote location 24 hours per day/seven days per week. The person wanting to pay Cash Bail, Fines and Costs, Restitution, Taxes and Other Fees to THE AGENCY by credit or debit card may do so by calling the GPS office for instructions or by accessing the GPS website.  
  
GPS will charge the Payee a fee for the Service as outlined in Attachments "A" and/or "B" attached hereto and made a part hereof.  
  
GPS agrees to provide the Service described herein, pay the necessary telephone service costs and all training costs in accordance with the terms and conditions of this Agreement.
2. **AUTHORIZATION TO BEGIN.** THE AGENCY grants GPS authorization to begin a remote pay service, as outlined in this Agreement for a period of one (1) year, beginning on the 1st day of December, 2006, and ending on November 30, 2007. THE AGENCY further agrees to direct anyone wishing to pay Cash Bail, Fines and Costs, Restitution, Taxes and Other Fees by credit or debit card, of the GPS telephone number or website address and allow GPS to place signage at the location describing the Services, subject to approval by THE AGENCY, which approval shall not be unreasonably withheld.
3. **REPRESENTATION OF THE PARTIES.** GPS represents that it is qualified by training and experience to perform the Services as outlined in this Agreement.
4. **COMPENSATION FOR GPS.** GPS shall not be entitled to any compensation with respect to the Service other than that set forth in Attachments "A" and/or "B" which is paid by the Payee and not THE AGENCY. It is hereby agreed and understood that there are no fees paid by THE AGENCY to GPS.
5. **COSTS.** GPS shall provide toll free telephone numbers for all communications between THE AGENCY and GPS and between the Payee and GPS. GPS will provide complete training for THE AGENCY at no cost to THE AGENCY.
6. **STATE AND FEDERAL TAXES.** THE AGENCY shall not be responsible for paying any state or federal taxes on GPS's behalf.
7. **RECONCILIATION.** GPS will send a reconciliation report to THE AGENCY each business day for all transactions completed the previous business day(s). After the report is agreed to, THE AGENCY will review and approve the reconciliation report and send it back to GPS. The agreed upon amount will be forwarded directly to THE AGENCY or THE AGENCY account within two business days after GPS receives the approved reconciliation report.
8. **INDEPENDENT CONTRACTOR.** GPS shall perform all the Services under this Agreement as an independent contractor and not as an employee of THE AGENCY. GPS understands and acknowledges that it shall not be entitled to any of the benefits of an AGENCY employee. THE AGENCY has the right to rely and does rely upon the expertise of GPS to perform the Services in a skillful and professional manner. GPS agrees to perform the Services in such a manner.
9. **RESPONSIBILITIES OF THE AGENCY.** THE AGENCY shall provide a fax number and the equipment to receive transaction documents. THE AGENCY will follow the GPS procedures for all transactions.

10. **CONFIDENTIALITY AND NONDISCLOSURE.** GPS agrees that any information or data obtained, documents produced, or any other material which is required by law or regulation, will be kept confidential and shall not be disclosed without the prior written approval of **THE AGENCY** or as required by law or regulation.

11. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail or by facsimile delivered to:

**THE AGENCY:**

Mr. John Burt, County Administrator  
Otsego County  
225 West Main Street  
Gaylord, MI 49735  
Fax #: (989) 731-7529

**GPS:**

Ms. Debby Conrad, VP-Director of Marketing  
Government Payment Service, Inc.  
5555 West 73<sup>rd</sup> Street  
Indianapolis, IN 46268  
Fax #: (317) 876-9757

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. Notices and consents under this section, which are sent by facsimile, shall be deemed to be received when such facsimile is transmitted to the facsimile number specified in this section and a confirmation of such facsimile has been received by the sender.

12. **EXCLUSIVE AGREEMENT.** **THE AGENCY** agrees that **GPS** will be its only provider for this type of service during and for the term of this agreement.

13. **TERMINATION.** **THE AGENCY** may terminate this Agreement at any time if **THE AGENCY** determines that **GPS** is unable or unwilling to provide the Services described in this Agreement or **GPS** fails to promptly correct any problems with the remote pay program after notice from **THE AGENCY**. **THE AGENCY** may also terminate this Agreement without cause if **THE AGENCY** discontinues this type of program.

14. **MICHIGAN LAW.** This Agreement shall be governed by the laws of the State of Michigan. Any litigation regarding this Agreement or its content shall be filed in Otsego County, Michigan, if in State Court, or in the appropriate District, if in Federal Court.

Agreement between: **OTSEGO COUNTY** and **GOVERNMENT PAYMENT SERVICE, INC.** dated November 20, 2006.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by **THE AGENCY**.

Reviewed and Approved:

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

\_\_\_\_\_  
Elaine D. Bolle, CEO  
Government Payment Service, Inc.

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

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

**ATTACHMENT "A"**  
**Agreement Number MI12006OTSEGO COUNTY01**

**GPS Transaction Payment Fee Schedule  
 FOR CASH BAIL**

<u>CHARGE AMOUNT</u>	<u>SERVICE FEE</u>
\$1.00 - \$200.00	\$20.00
\$200.01 - \$300.00	\$30.00
\$300.01 - \$400.00	\$40.00
\$400.01 - \$500.00	\$50.00
\$500.01 - \$750.00	\$75.00
\$750.01 - \$1,000.00	\$95.00
\$1,000.01 - \$1,500.00	\$110.00
\$1,500.01 - \$1,750.00	\$125.00
\$1,750.01 - \$2,000.00	\$145.00
\$2,000.01 - AND UP	8%

**RECONCILIATION**

**TIME LINE FOR RECONCILIATION OF PAYMENTS**

GPS will send a reconciliation report to **THE AGENCY** each business day for all transactions completed the previous business day(s). After the report is agreed to, **THE AGENCY** will review and approve the reconciliation report and send it back to **GPS**. The agreed upon amount will be forwarded directly to **THE AGENCY** or **THE AGENCY** account within two business days after **GPS** receives the approved reconciliation report.

**ATTACHMENT "B"**  
**Agreement Number MI112006OTSEGO COUNTY01**

**GPS Transaction Payment Fee Schedule**  
**FOR FINES, COSTS, RESTITUTION, TAXES & OTHER FEES**

<u>CHARGE AMOUNT</u>	<u>SERVICE FEE</u>
ALL	5%

**Payments Made Via the Internet**

<u>CHARGE AMOUNT</u>	<u>SERVICE FEE</u>
ALL	3-1/2%

**RECONCILIATION**

**TIME LINE FOR RECONCILIATION OF PAYMENTS**

**GPS** will send a reconciliation report to **THE AGENCY** each business day for all transactions completed the previous business day(s). After the report is agreed to, **THE AGENCY** will review and approve the reconciliation report and send it back to **GPS**. The agreed upon amount will be forwarded directly to **THE AGENCY** or **THE AGENCY** account within two business days after **GPS** receives the approved reconciliation report.

## At-Will Employment

---

Otsego County employees serve at the will of the County. The County issues personnel policies and this handbook to acquaint employees with the benefits, philosophies, procedures and policies of the County. The language in this handbook is not intended to create, nor is it to be construed to constitute, a contract between the County and any of its employees for either employment or the providing of any benefit.

The County Board of Commissioners reserves the right to alter, modify, amend, or discontinue any policy and benefit in any manner, at any time. In addition, both the County and its employees retain the right to terminate the employment relationship at any time, for any reason, with or without cause or notice.

Nothing contained in any document published by the County shall in any way modify the above provisions nor can these terms be modified in any way by any oral or written representations other than an action taken by the Board of Commissioners.



## OTSEGO COUNTY BUDGET AMENDMENT

**FUND/DEPARTMENT: Land Use Services**

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
2490050 -400001 -Budgeted use of fund bal	\$	\$6,275.00 <i>9,705 MC</i>
-	\$	\$
-	\$	\$
-	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$6,275.00 <i>9,705 MC</i></b>

**EXPENDITURE**

Account Number	Increase	Decrease
249E371 -726050 -Supplies/Rep+maint	\$3,575.00	\$
249E371 -703070 -Overtime	\$ 500.00	\$
249E371 -704500 -Unemployment	\$ 200.00	\$
249E371 -801020 -Professional	<del>\$2,000.00</del> <i>5430.00</i>	\$
-	\$	\$
-	\$	\$
<b>Total</b>	<b>\$6,275.00 <i>9,705-</i></b>	<b>\$</b>

*[Signature]*  
 \_\_\_\_\_  
 Department Head Signature

*11/16/06*  
 \_\_\_\_\_  
 Date

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

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

\_\_\_\_\_  
 Date

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

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

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



**OTSEGO COUNTY  
BUDGET AMENDMENT**

*Pg 1 of 8*

**FUND/DEPARTMENT: Clerical Union Budget Amendment**

General, Animal Control, Land Use, & Admin Funds

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

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

**REVENUE**

*Animal Control*

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

**EXPENDITURE**

Account Number	Increase	Decrease
<i>21ZE430-763030 - Hourly wages</i>	\$ <i>475.00</i>	\$
<i>" - 704200 - Soc. Sec. taxes</i>	\$ <i>37.00</i>	\$
<i>" - 764300 - Retirement</i>	\$ <i>125.00</i>	\$
<i>" - 930980 - Sterilization</i>	\$	\$ <i>637.00</i>
-	\$	\$
-	\$	\$
<b>Total</b>	\$ <i>637.00</i>	\$ <i>637.00</i>

*Rachel Truok*  
Department Head Signature

*11/13/06*  
Date

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

*[Signature]*  
Administrator's Signature

*11/13/06*  
Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY  
BUDGET AMENDMENT**

Pg 2 of 8

**FUND/DEPARTMENT: Clerical Union Budget Amendment**

General, Animal Control, Land Use, & Admin Funds

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

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

REVENUE *Land Use Services*

Account Number	Decrease	Increase
2490050 - 400001 - Fund Bal Use	\$	\$ 680.00
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$ 680.00

**EXPENDITURE**

Account Number	Increase	Decrease
249E371 - 703030 - Hourly wages	\$ 517.00	\$
" - 704200 - Soc Sec taxes	\$ 40.00	\$
" - 704300 - Retirement	\$ 123.00	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$ 680.00	\$

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

Date \_\_\_\_\_

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

11/13/06  
Date \_\_\_\_\_

Finance Department	
Entered:	
By:	

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

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

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



**OTSEGO COUNTY  
BUDGET AMENDMENT**

*Pg 3 of 8*

**FUND/DEPARTMENT: Clerical Union Budget Amendment**

General, Animal Control, Land Use, & Admin Funds

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

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

**REVENUE**

*Admin. Services*

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

**EXPENDITURE**

Account Number	Increase	Decrease
<i>645E201-703030 - Hourly wages</i>	\$ 301.00	\$
<i>" - 704200 - Soc Sec taxes</i>	\$ 23.00	\$
<i>" - 704300 - Retirement</i>	\$ 64.00	\$
<i>" - 930450 - Shipping + Mail</i>	\$ 1,200.00	\$
<i>" - 930600 - Membr + Dues</i>	\$ 155 -	\$
<i>" - 704110 - Hospitalization</i>	\$	\$ 1,743.00
<b>Total</b>	\$ 1,743.00	\$ 1,743.00

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

Date \_\_\_\_\_

**Finance Department**

Entered:

By:

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

*11/13/06*  
Date \_\_\_\_\_

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

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

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



**OTSEGO COUNTY  
BUDGET AMENDMENT**

Pg 4 of 8

**FUND/DEPARTMENT: Clerical Union Budget Amendment**

General, Animal Control, Land Use, & Admin Funds

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

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

**REVENUE**

*General - Clerk*

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

**EXPENDITURE**

Account Number	Increase	Decrease
101 E215 - 703030 - Hourly Wages	\$ 1,050.00	\$
" - 704200 - Soc Sec Taxes	\$ 81.00	\$
" - 704300 - Retirement	\$ 246.00	\$
" - 930210 - Telephone	\$	\$ 459.00
" - 930500 - Travel	\$	\$ 500.00
" - 930650 - Film Processing	\$	\$ 202.00
<b>Total</b> " 920410 - Service Contr.	\$	\$ 216.00

**TOTAL**

1,377.00

1,377.00

Department Head Signature

Date

*Jh Burt*

11/13/06

Administrator's Signature

Date

**Finance Department**

Entered:

By:

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY  
BUDGET AMENDMENT**

PG 5 of 8

**FUND/DEPARTMENT: Clerical Union Budget Amendment**

General, Animal Control, Land Use, & Admin Funds

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

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

REVENUE *General - Equalization*

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

**EXPENDITURE**

Account Number	Increase	Decrease
<i>101E257 - 703030 - Hourly Wages</i>	\$ <i>819.00</i>	\$
<i>" - 704200 - Soc Sec Taxes</i>	\$ <i>63.00</i>	\$
<i>" - 704300 - Retirement</i>	\$ <i>187.00</i>	\$
<i>" - 726000 - Supplies</i>	\$	\$ <i>1,069.00</i>
-	\$	\$
-	\$	\$
<b>Total</b>	\$ <i>1,069.00</i>	\$ <i>1,069.00</i>

Department Head Signature

Date

**Finance Department**

Entered:

*Jh Burt*  
Administrator's Signature

*11/13/06*  
Date

By:

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY  
BUDGET AMENDMENT**

*PG 6 of 8*

**FUND/DEPARTMENT: Clerical Union Budget Amendment**

General, Animal Control, Land Use, & Admin Funds

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

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

**REVENUE**

*General - MSU Extension*

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

**EXPENDITURE**

Account Number	Increase	Decrease
<i>101E261-703030 - Hourly wages</i>	\$ 236.00	\$
<i>" - 704200 - Soc Sec Taxes</i>	\$ 18.00	\$
<i>" - 704300 - Retirement</i>	\$ 60.00	\$
<i>" - 930500 - Travel</i>	\$	\$ 314.00
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$ 314.00	\$ 314.00

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

Date \_\_\_\_\_

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

*11/13/06*  
Date \_\_\_\_\_

Finance Department	
Entered:	
By:	

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

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

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



**OTSEGO COUNTY  
BUDGET AMENDMENT**

*PG 7 of 8*

**FUND/DEPARTMENT: Clerical Union Budget Amendment**

General, Animal Control, Land Use, & Admin Funds

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

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

REVENUE *General - Prosecutor*

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

**EXPENDITURE**

Account Number	Increase	Decrease
<i>101E267-703030 - Hourly wages</i>	\$ <i>977.00</i>	\$
<i>" - 704200 - Soc Sec taxes</i>	\$ <i>75.00</i>	\$
<i>" - 704300 - Retirement</i>	\$ <i>240.00</i>	\$
<i>" - 704110 - Hospitalization</i>	\$	\$ <i>1,292.00</i>
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$ <i>1,292.00</i>	\$ <i>1,292.00</i>

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

Date \_\_\_\_\_

**Finance Department**

Entered: \_\_\_\_\_

*J. RA*  
Administrator's Signature \_\_\_\_\_

*11/13/06*  
Date \_\_\_\_\_

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

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

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

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



**OTSEGO COUNTY  
BUDGET AMENDMENT**

PG 8 of 8

**FUND/DEPARTMENT: Clerical Union Budget Amendment**

General, Animal Control, Land Use, & Admin Funds

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

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

REVENUE *General - Treasurer*

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

**EXPENDITURE**

Account Number	Increase	Decrease
101E253 - 703030 - Hourly wages	\$ 241.00	\$
" - 704200 - Soc Sec Taxes	\$ 19.00	\$
" - 704300 - Retirement	\$ 60.00	\$
" - 920400 - Rep+ Maint.	\$	\$ 320.00
516E253 - 703030 - Hourly wages	\$ 292.00	\$
" - 704200 - Soc Sec Taxes	\$ 23.00	\$
<b>Total</b> " 704300 Retirement	\$ 64.00	\$

TOTALS *726000 supplies*

699.00

379.00  
699.00

Department Head Signature

Date

*[Signature]*  
Administrator's Signature

*11/13/06*  
Date

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

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

Attachment (1)

**OTSEGO COUNTY  
BUDGET AMENDMENT**

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

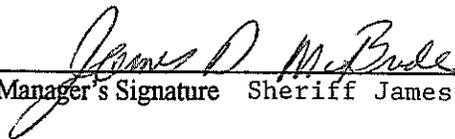
FUND:     General     Capital Improvement     Special Revenue     Debt Service

**REVENUE**

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

**EXPENDITURE**    TRANSFER TO COVER FUEL EXPENSES FOR PATROL FLEET

Account Number	Increase	Decrease
101E301-704110 HOSPITALIZATION	\$	\$ 10,000.00
	\$	\$
101E301-9306600 GASOLINE	\$ 10,000.00	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$ 10,000.00	\$ 10,000.00

  
 \_\_\_\_\_  
 Manager's Signature    Sheriff James D McBride

11/07/2006  
 \_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Date

Finance Committee Approval Date (if necessary) \_\_\_\_\_

Filing date \_\_\_\_\_

\_\_\_\_\_  
 Treasurer's Signature

B.A. Number \_\_\_\_\_

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





**OTSEGO COUNTY  
BUDGET AMENDMENT**

PG 2 of 3

**FUND/DEPARTMENT:** JAIL

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
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
101E351 - 930700 - Room & Board	\$ 16,000.00	\$
- 930470 - Inmate Health	\$ 13,100.00	\$
- 726015 - Supplies - Clothing Bedding	\$ 1,000.00	\$
- 940010 - Outside Contracts	\$	\$ 1,500.00
- 930210 - Telephone	\$	\$ 2,600.00
- 920410 - Svc. Contracts	\$	\$ 3,600.00
<b>Total</b>	\$	\$

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

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

Finance Department	
Entered:	
By:	

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



OTSEGO COUNTY  
BUDGET AMENDMENT

Pg 3 of 3

FUND/DEPARTMENT: JAIL

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
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101E351-920400-Rep+maint	\$	\$ 3,000.00
- 801020 - Professional	\$	\$ 800.00
- 726030 - Supplies-Kitchen	\$	\$ 500.00
- 726025 - Supplies-Janitorial	\$	\$ 1,000.00
- 703080 - Holiday Pay	\$	\$ 2,566.97
- -	\$	\$
<b>Total</b>	\$ 35,310.00	\$ 35,310.00

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

Date \_\_\_\_\_

Finance Department	
Entered:	
By:	

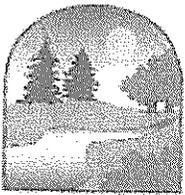
Administrator's Signature \_\_\_\_\_

Date \_\_\_\_\_

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

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

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



ESTABLISHED 1873

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

## 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. 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?

Airport Advisory Committee

**Please print or type.**

Name: Jeff Ratcliffe

Address: OCEA, 800 Livingston Blvd. Ste. 1-D, Gaylord, MI Zip Code 49735

Telephone: (989) 731-0288 Other: \_\_\_\_\_

Date available for appointment Immediately

County Commission District VIII - Hyde

Are you a registered voter in Otsego County?  Yes  No

If yes, which township, city or village? Hayes Township

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.

**Secretary**, Gaylord Regional Airport Advisory Committee (2005). **Recording Secretary**, Otsego County Brownfield Redevelopment Authority (2005). **President** of the Michigan Economic Developers Association (2004). **Director** on the Michigan Economic Developers Association Board of Directors (2002-Present). **Director** on the Otsego County Library Board Board of Directors (2002-2004). **Secretary** of the Otsego County Affordable Housing Alliance (2002-2004). **Member** of the Shore to Shore M-TEC Grant Match Committee (2002-2003). **Chairperson Elect** Upper Peninsula Economic Development Alliance (1999-2001). **Secretary** of the Luce County Planning Commission (1998-2000). **Treasurer** of the Hiawatha Land Habitat for Humanity Board of Directors (1996-2001). **Director** on the Eastern U.P. Workforce Development Board of Directors (1997-1998). **Member** of the Tahquamenon Falls Invitational Nordic Ski Race Committee (1996-2001). **Director** on the Newberry Area Chamber of Commerce Board of Directors (1995-1998). **Chairperson** of the Lansing Enterprise Community Economic Development Finance Subcommittee (1994).

### 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.

#### **Employment**

**Executive Director** of the Otsego County Economic Alliance, Gaylord, MI (June 2001–Present) **Executive Director** of the Luce County Economic Development Corporation, Newberry, MI (September 1995-June 2001). **Consultant** with NBB/Newbridge & Associates, Lansing, MI (February-August 1995). **Economic Development Specialist** with the Ingham County Department Of Development, Mason, MI (December 1992-April 1995).

#### **Education**

**Economic Development Finance Professional** certification from the **National Development Council**, 1994 - 1996. **Economic Development Institute**, University of Oklahoma, Norman, OK, 1993 - 1995. **M.A.** from **George Washington University**, Washington, D.C., July 1991, with concentrations in Public Administration, International Economics, and U.S. Foreign Policy. **B.A.** in Political Science with a minor in Economics from **Northern Michigan University**, Marquette, MI, May 1985.

Have you ever worked for Otsego County?                      \_\_\_ Yes                       X  No

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

### 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                       X  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.

See employment and education. In addition to economic development and finance training and experience, I have direct experience in a previous position with the development of a General Aviation facility. My profession requires that I be able to plan and implement plans.

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

  
Signature

11/8/06  
Date

**Mail or return your completed application to:**

**Otsego County  
Attn: County Administrator  
225 West Main Street, Room 213  
County/City Building  
Gaylord, MI 49735**

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

**RESOLUTION NO. OCR 06-54**  
**AUTHORIZING RESOLUTION**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
November 28<sup>th</sup>, 2006

**WHEREAS**, the County of Otsego is interested in the continuing effort to rehabilitate housing conditions for its low income residents; and

**WHEREAS**, The County has demonstrated a need for this assistance with data outlined in the application; and

**WHEREAS**, The County intends to meet this need by submission of an application to Michigan State Housing Authority (MSHDA) 2007 Housing Resource Fund (HRF) County Allocation Community Development Block Grant and by leveraging with USDA, Rural Development, MSHDA Property Improvement Program (PIP), Northeast Michigan Community Service Agency (NEMCSA) Weatherization Program and local Department of Human Services (DHS) Emergency Services Fund thus meeting more needs; and

**WHEREAS**, The County Board of Commissioners accepts the recommendation of the Housing Committee to apply for \$175,000.

**RESOLVED**, that the Otsego County Administrator, on behalf of the Otsego County Board of Commissioners, John M. Burt be the Authorized Official to sign and submit said MSHDA's HRF Application and Marlene K. Hopp, Director of the Otsego County Housing Committee be the Agency Administrator to prepare the grant and submit other documents as required; and

## ***OTSEGO COUNTY HOUSING COMMITTEE***

### ***2007 HRF CDBG County Allocation Funds Homeowner Rehabilitation –Program Summary***

#### **Project Description**

The Otsego County Housing Committee will be requesting a grant through Michigan State Housing Development Authorities (MSHDA's) Housing Resource Funding (HRF) of Community Development Block Grant (CDBG) County Allocation funds of \$175,000. These funds will assist 10 very-low to modest income individuals and families not exceeding 80% of the county median income, by assisting rehabilitation and lead-based paint reduction to single-family residential dwellings in Otsego County. This geographic area contains 23,301 persons, with 8,995 housing units of which 7,351 are owner-occupied, according to the 2000 Census.

MSHDA Property Improvement Program, NEMCSA Weatherization, USDA Rural Development 502/504 and Department of Human Services local emergency service funds are potential leveraging funds to utilize with the CDBG funds during the twenty-four month period. The program is countywide in nature and qualified homeowners from within Otsego County will be considered on an equal opportunity basis. The following CDBG activities that will be promoted are listed below.

#### **Homeowner Assistance Rehabilitation (\$143,000)**

**Activity Description:** The homeowner assistance rehabilitation program will assist 10 very-low to modest income individuals and families with rehabilitation and reduction of lead-based paint to their existing dwelling. Repairs performed to the dwelling will meet Housing Quality Standards and local codes, ordinances and standards. Funds will be secured by a mortgage at a 0% interest deferred loan or 0 - 3% interest loan with payments. Potential homeowners will apply for the program based on qualifications and program guidelines.

**Activity Classifications:** This project does not require an Environmental Assessment, as it is classified as exempt.

#### **Administration (\$32,000)**

A total of twenty percent (20%) administration will be collected throughout the duration of the grant to administer the rehabilitation program. These funds will be used to address the daily operational aspects of the Otsego County Housing Program such as; contractual inspector fee's, advertising, supplies, mileage, per diems, staff wages, and etc . . .

To be eligible for the Otsego County CDBG Housing Program, household incomes will not exceed 80% of the Counties median income. Eligible dwellings are single-family residential which will be the primary residence. Potential clients are required six month occupancy, ownership of dwelling, have good credit, current property taxes, home owner hazard insurance and current mortgage payments to qualify. The applicant must sign a mortgage, promissory note and all related closing documents for the entire loan amount. Credit reports, all household income, assets and expenses are verified per program requirements and prior to closing.

This is a first-come-first serve program. However, clients that provide required documentation will be served as soon as the necessary paperwork is received. All applicants will have access to the county's Complaint Policy and Discrimination Policy.

A licensed and insured contractor will complete all work to the dwelling. No homeowner labor is allowed. A contractual housing inspector will inspect all work. An initial inspection will take place to specify all HQS, local code violations and rehabilitation work to be performed. This bid specification will be mailed to all contractors registered with the Otsego County Housing Program and three are given to applicant to further contractors not listed with the program. Ideally 3 bids will be received. The lowest bid will be accepted, however, the homeowner has the option to choose a higher bid and pay the difference. All work will carry an 18 month warranty.



**AVIATION FUEL SUPPLY AGREEMENT**

**GENERAL TERMS AND CONDITIONS**

**1. PURCHASE AND SALE:** Subject to the terms and conditions contained herein, throughout the entire term of this Agreement, Avfuel agrees to sell and deliver, and Customer agrees to purchase and pay for, the Customer's entire requirements for Products and all products to be handled, stored, used, distributed or sold by Customer or its affiliates at each airport represented by the Delivery Addresses listed in the Special Terms and Conditions. If, at any time during the term of the AFSA Customer, or any entity controlled by or in common control with Customer, operates any other facility at the Airport that sells aviation fuels (a "Supplemental FBO"), then Customer will, or will cause such other entity to, enter into a new AVIATION FUEL SUPPLY AGREEMENT with Avfuel (on the same terms and for the same duration as the AFSA) for the supply of 100% of the requirements of the Supplemental FBO for aviation fuel. Customer represents and warrants that all products and services purchased hereunder will be for the purpose of conducting its business. Avfuel has relied on this representation in entering into this Agreement.

**2. TERM:** The initial term of this Agreement is five (5) years, beginning on the Effective Date specified in the Summary. The term shall be automatically renewed for successive three (3) year terms until one Party delivers a Notice to the other Party of its intent to terminate at the end of the then current term. Such notice shall be delivered at least ninety (90) but not more than one hundred twenty (120) days prior to the expiration of the current term.

**3. PRICE AND PAYMENT:**

3.1. Unless otherwise agreed in writing the price per gallon for Products delivered to Customer shall be as established by Avfuel from time to time in its discretion based upon market and other conditions that it deems pertinent based on the date and time that Avfuel loads the Products into delivery trucks. Prices shall be F.O.B. the Delivery Address(es) and shall be exclusive of all taxes, fees, surcharges and other charges.

3.2. Unless otherwise agreed in writing or otherwise required by the state law where the Product is delivered, the standard unit of measurement of quantities of Products purchased and delivered shall be the Net Gallon. The term "Net Gallon" shall mean the volumetric measurement, in U.S. gallons, of a Product actually loaded and measured at the point of shipment, adjusted to the number of U.S. gallons that would have been loaded at a temperature of sixty degrees Fahrenheit (60°F). The conversion ratio shall be from the current American Society for Testing and Materials ("ASTM") IP Petroleum Measurement Tables.

3.3. Unless otherwise agreed in writing by the Parties, Customer agrees to pay in advance by bank wire transfer for all Products purchased hereunder. Failure to pay in advance shall be construed as a credit transaction and shall be subject to the Terms and Conditions of the Customer Credit Program set forth below.

**4. TAXES AND OTHER CHARGES:**

4.1. Customer shall pay all taxes, assessments, fees and other charges (the "Taxes") which are imposed by any federal, state or local governmental agency or by any airport authority (collectively, the "Taxing Authorities") based upon the delivery, sale, importation, inspection, storage or use of the Products purchased by or leased to Customer, excepting Taxes which are imposed upon Avfuel based upon its net income or revenues.

4.2. If the Taxing Authorities collect the Taxes directly from Customer, then Customer shall pay all such Taxes on or before their due dates. If the Taxing Authorities require that Avfuel collect the Taxes from Customer at the time of sale, Avfuel will use its best efforts to include all such Taxes in its invoices to Customer and Customer shall pay all such invoices on or before their due dates. (In its invoices, Avfuel will identify those Taxes as separate items.) If Customer is entitled to an exemption from any Taxes which the Taxing Authorities require be collected by Avfuel, then, in order to permit Avfuel not to collect those Taxes, Customer shall obtain and provide to Avfuel current and valid exemption certificates relating to those Taxes. If, subsequent to the issuance of any invoice, the Taxing Authorities or Avfuel advise Customer of additional Taxes payable with respect to the Products covered by that invoice, then Customer shall promptly pay such additional Taxes.

**4.3. CUSTOMER ACKNOWLEDGES THAT IT REMAINS SOLELY RESPONSIBLE FOR ALL SUCH TAXES, AND WILL INDEMNIFY AVFUEL AGAINST ANY LIABILITY**

**FOR SUCH TAXES EVEN IF AVFUEL FAILS FOR ANY REASON TO INCLUDE ANY SUCH TAXES IN ITS INVOICES TO CUSTOMER. HOWEVER, AVFUEL WILL INDEMNIFY CUSTOMER AGAINST ANY LATE CHARGES, PENALTIES OR OTHER CHARGES THAT CUSTOMER INCURS IF AVFUEL'S FAILURE TO INCLUDE ANY TAXES IN ITS INVOICE IS DUE TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

4.4. Customer's obligation to indemnify Avfuel shall extend to any Taxes which are assessable against Customer as a result of any subsequent change or reinterpretation of the laws relating to those Taxes or any exemptions from those Taxes and to any Taxes for which an exemption had been claimed but which are subsequently assessed by Taxing Authorities based upon its rejection of the claimed exemption for the Products or Customer.

**5. DELIVERY:**

5.1. Deliveries shall be made to the Delivery Address(es) listed in the Special Terms and Conditions. Avfuel or its authorized shipping agent ("Shipping Agent") shall be provided access to Customer's storage facilities during normal business hours, or at such other times as may be approved by Customer's authorized representative, for the purpose of unloading the Products. Unless otherwise agreed in writing, the minimum delivery of Jet A fuel will be a full standard transport tanker load which is equivalent to 7,500 Gross Gallons, and the minimum delivery for Avgas fuel will be a full standard transport tanker load which is equivalent to 8,500 Gross Gallons. Avfuel reserves the right to impose a surcharge for deliveries of less than a full tanker load.

5.2. Delivery shall be into tanks designated by Customer. Such designation shall be construed as a warranty that the designated tanks and containment areas have been inspected and approved by the appropriate regulatory agencies. Customer shall be responsible for all unloading operations including the placement of hoses into the proper storage tanks. Customer shall specifically designate and gauge the available capacity of the tanks into which the Product shall be unloaded, and shall bear all responsibility of spillage or contamination of the Product after it leaves the end of any properly operating hose provided by Avfuel or its Shipping Agent. Access to Customer's tanks shall be furnished in such a manner that Avfuel or its Shipping Agent can safely and conveniently reach Customer's storage facility with the hoses available, and Avfuel or its Shipping Agent may refuse to complete any delivery which Avfuel or the Shipping Agent determines, in its sole discretion, cannot be made safely.

5.3. Any claim by Customer of any discrepancy in the quantity of the Product delivered shall be effective only if made by written notice delivered to Avfuel within twenty-four (24) hours after the Product is delivered to Customer. **GIVEN THE NATURE OF THE PRODUCTS, TIME IS OF THE ESSENCE WITH RESPECT TO SUCH CLAIMS AND NO CLAIM SHALL BE PERMITTED OR EFFECTIVE UNLESS DELIVERED WITHIN THE SPECIFIED PERIOD.**

**6. FORCE MAJEURE:** Except as provided below, neither Party shall be responsible for any failure to comply with the terms of this Agreement due to causes beyond its reasonable control for the period the effects of such causes continue. These causes shall include but shall not be restricted to: fire, storm, flood, earthquake, explosion, accident, acts of any local, state or federal authority or agency or of a public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restrictions, labor disputes, transportation embargoes or delays, acts of God and unavailability of the Product. For purposes of this Agreement, the term "unavailable" shall mean that Avfuel, for any reason whatsoever, including but not limited to government action, reduced or allocated fuel supplies, lack of transportation or the like, is unable to procure and deliver a specific Product on a commercially reasonable basis within two (2) days of the specific time requested by Customer. In that event, and only to the extent of such unavailability, the Parties hereto shall be relieved of their obligations under the applicable provisions of this Agreement. If and as applicable, Avfuel will comply with any governmental statute or regulation mandating the allocation of available supplies of Products. The provisions of this Section shall not apply to the failure of a Party to pay any monetary amounts when due under this Agreement.

**7. LIMITED WARRANTY:**

7.1. Avfuel warrants that all products delivered pursuant to this agreement, regardless of whether title transfers at that time, will, at the time of delivery, conform to the then latest revision of following specifications: Aviation Gasoline will conform to the ASTM Specification D910; and Jet Fuel will conform to the ASTM Specification D1655. Avfuel retains the right to revise the applicable specifications upon written notice to Customer.

7.2. **THE LIMITED WARRANTY STATED ABOVE IS THE ONLY WARRANTY GIVEN BY AVFUEL REGARDING THE PRODUCTS. AVFUEL DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

7.3. Customer shall sample and test each shipment of Product prior to delivery using industry standard test procedures. If Customer determines or suspects non-conformity then Avfuel must be immediately notified, while the Shipping Agent is still present, and the delivery shall not be completed until either Customer accepts the Product, acknowledging conformity, or Avfuel replaces the Product. Customer will permit Avfuel access to Customer's premises and records during normal business hours and upon four (4) hours' telephonic or written notice to Customer for purposes of investigating any claim of non-conformity. If it is determined that the Product is non-conforming, Avfuel's sole obligation shall be either (1) replacement of the non-conforming Product with conforming Product, or (2) removal of the non-conforming Product and cancellation of the invoice for that Product or refund of the amount paid for that Product, as determined by Avfuel. Avfuel will be reasonably prompt in its actions hereunder. **TIME IS OF THE ESSENCE AND ANY FAILURE TO FOLLOW THE ABOVE PROCEDURE SHALL VOID THE LIMITED WARRANTY.**

**8. COMPLIANCE WITH LAWS:**

8.1. Each Party shall, at all times and in all respects, comply with all federal, state, county or municipal laws, ordinances, rules and regulations governing its actions in the purchase, storage, handling and sale of the Products and all industry standards pertaining thereto, including those that may contain tetraethyl lead or lead alkyl. Further, each of the Parties agree to use its reasonable best efforts to assist the other Party in complying with such laws, ordinances, rules and regulations which the other Party may be required to observe in the performance of its obligations under this Agreement. Each Party reserves the right to terminate those portions of this Agreement governing the purchase of a Product if the other Party violates the provisions of this subsection with respect to that Product. In such event, the remaining provisions of this Agreement shall continue in full force and effect.

8.2. Each Party shall properly instruct its employees, agents and contractors with regard to compliance with all applicable laws, ordinance, rules, regulations and standards governing the sale and distribution of the Products that are the subject of this Agreement.

9. **INDEPENDENT STATUS:** Each Party shall at all times function as an independent contractor and not as a subcontractor, employee or other agent of the other Party. Neither Party shall have the authority to and shall not purport to make any commitments or representations on behalf of the other Party or otherwise to take any actions on behalf of the other Party.

**10. RECIPROCAL INDEMNIFICATION: EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, EACH PARTY (THE "INDEMNIFYING PARTY") AGREES TO INDEMNIFY AND TO HOLD HARMLESS THE OTHER PARTY AND THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF THE OTHER PARTY (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, COSTS OR EXPENSES (INCLUDING ATTORNEY'S FEES) OF WHATSOEVER NATURE WHICH ARE ASSERTED AGAINST OR INCURRED BY ANY INDEMNIFIED PARTY AS A RESULT OF THE BREACH BY THE INDEMNIFYING PARTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR AS A RESULT OF ANY**

**WRONGFUL ACT OR OMISSION OF THE INDEMNIFYING PARTY OR OF ANY OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OF THE INDEMNIFYING PARTY. ANY AMOUNT PAYABLE BY THE INDEMNIFYING PARTY UNDER THIS SECTION 10 SHALL BE DUE WITHIN TEN (10) DAYS AFTER WRITTEN DEMAND AND ANY SUCH AMOUNT WHICH IS NOT PAID WHEN DUE SHALL BEAR INTEREST FROM THE DUE DATE TO THE DATE OF PAYMENT AT THE RATE OF 16% PER ANNUM (OR, IF LESS, AT THE MAXIMUM RATE OF INTEREST PERMITTED UNDER THE LAWS OF THE STATE IN WHICH THE INDEMNIFYING PARTY HAS ITS PRINCIPAL PLACE OF BUSINESS). WITHOUT LIMITING THE ABOVE PROVISIONS, THE OBLIGATION OF THE INDEMNIFYING PARTY UNDER THIS SECTION 10 SHALL INCLUDE ANY REASONABLE ATTORNEY'S FEES OR OTHER COSTS INCURRED BY THE INDEMNIFIED PARTIES IN ENFORCING THE OBLIGATION OF INDEMNITY UNDER THIS SECTION. EACH PARTY'S OBLIGATION TO INDEMNIFY SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE LAPSE OF ALL APPLICABLE STATUTES OF LIMITATIONS OR SIMILAR TIME PERIODS WITHIN WHICH AN ACTION FOR INDEMNITY OR CONTRIBUTION MUST BE BROUGHT.**

**11. BREACH AND TERMINATION:**

11.1. Failure of a Party to comply with the provisions of this Agreement shall constitute a breach of the Agreement by the non-complying Party. Except as otherwise permitted under this Agreement, the non-breaching Party shall provide Notice of that breach to the other Party in the manner set forth in Section 14. The Notice shall specify the alleged breach and the period within which the breach must be cured which, except as provided in Section 11.2, shall be at least ten (10) business days. The Party receiving such Notice shall respond thereto in writing within three (3) business days. If the breach is not cured or the dispute resolved within the period specified in the Notice, the Party claiming breach, by further written Notice, at its election, may affirm this Agreement and initiate appropriate legal actions to require the other Party to remedy that breach or may immediately terminate this Agreement. In either instance, the Party claiming the breach may by appropriate legal proceedings seek and secure recovery of any damages resulting from that breach.

11.2. The provisions of Section 11.1 to the contrary notwithstanding, if the breach is of the Customer's obligation to make a payment to Avfuel when due, then Avfuel may declare all amounts owed to it immediately due and payable, and Avfuel, in addition to all other rights hereunder, may suspend its performance or terminate this Agreement forthwith and without giving Customer Notice or the opportunity to cure. Avfuel shall also have the right to offset any amount that Avfuel then or thereafter owes to Customer, to any guarantor of the Customer's obligations under this Agreement or to any affiliate entity that owns, is owned by or is under common ownership with the Customer against any amounts owed by Customer to Avfuel. Customer warrants that it is authorized to make this commitment with respect to amounts owed by Avfuel to such guarantors and affiliate entities. In addition, Avfuel or its agents or employees may, without further notice and without legal process enter onto any facility of Customer for the purpose of repossessing any item of Equipment or any personal property of any description owned by Avfuel, and Customer shall use its best efforts to assist Avfuel in such repossession. Pursuit of the foregoing shall not preclude pursuit of any other remedies provided by law, nor constitute a waiver of any amount due by Customer hereunder or of any damages accruing by reason of the breach of any of the terms or conditions contained herein. Aviation fuels on board repossessed Equipment will become the property of Avfuel, and credited against any amount owed Avfuel by Customer at that day's market price.

11.3. The Party claiming a breach may waive that breach by giving Notice to the other party in the manner set forth in Section 14 below. The waiver of any

breach shall not constitute a waiver of any subsequent breach of the same or any other term or condition. Any failure of either Party to enforce rights or seek remedies arising out of any breach by the other Party shall not prejudice or affect the rights and remedies of that Party in the event of any subsequent breach by the other Party.

11.4. Except as set forth in Section 11.2 above, any dispute that arises under this Agreement, pursuant to Section 11.1 above or otherwise, shall be submitted to a senior officer or other person having the authority to negotiate the resolution of such disputes for each Party. Those persons shall attempt, in good faith, to resolve the dispute, and no action in law or equity shall lie until the process set forth herein shall have run its course. If the dispute involves the payment of money, all undisputed amounts shall be paid when due regardless of whether the undisputed amount is only part of an invoice.

11.5. The exercise of a Party's right to terminate the Agreement as aforesaid or to seek any other remedy shall not be deemed an election of remedies and shall be without prejudice to the Terminating Party's rights to seek any other remedy afforded to it by this Agreement or by law or equity. In any action related to the enforcement or breach of this Agreement, the prevailing Party shall have the right to recover its reasonable attorney's fees and costs actually incurred.

## 12. INSURANCE:

12.1. Prior to the Effective Date stated in the Summary, Customer shall submit proof that it holds, or, if it does not so hold, shall secure, at its cost, the following insurance and furnish Avfuel a Certificate of Insurance evidencing: (1) aviation general liability insurance, including products and completed operations liability, with limits not less than one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage; and (2) automobile liability insurance with limits not less than one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage; (3) workers compensation covering all employees of Customer and (4) physical damage coverage covering the value of any leased Equipment. Insurance policies shall be issued by insurance companies acceptable to Avfuel (whose acceptance may not be unreasonably withheld), shall name Avfuel, or its subsidiary, as applicable, as an additional insured and/or loss payee, and shall provide for at least thirty (30) days' written notice to Avfuel prior to cancellation or modification. Customer shall maintain such policies in full force and effect throughout the term of this Agreement. Customer may, if it chooses, apply for this insurance through Avfuel's subsidiary, Avsurance Corporation.

12.2. Avfuel currently maintains an excess aviation products liability policy under which its qualified customers may be named as additional insureds. For so long as Avfuel elects to continue to maintain that insurance and permit customers to be additional insureds, upon the written request of Customer and to the extent that Customer qualifies for such coverage, Customer shall be added as an additional insured under that policy upon payment by Customer of any additional premium required by Avfuel's insurer for such coverage. If Avfuel no longer offers this product liability insurance program, or the product liability insurance is no longer free to Customer, Avfuel will notify Customer with thirty (30) days' written notice of this change or Avfuel's intent to terminate the product liability insurance program.

13. **ASSIGNMENT:** Customer shall not assign its rights or delegate its obligations under this Agreement, in whole or in part, unless with the prior written consent of Avfuel, which consent will not be unreasonably withheld. Any transfer of a controlling interest in Customer shall be deemed an assignment requiring the consent of Avfuel.

14. **NOTICES:** All notices permitted or required under this Agreement shall be in writing. Notices by facsimile shall be deemed "delivered" on the date of confirmed transmission, without error, to the fax number designated in the Summary. Notices by mail shall be deemed delivered three (3) business days following the date deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed to the Party at the address of the principal office. Notices sent by overnight courier shall be effective on the next business day following deposit with the overnight courier for overnight delivery with the delivery fee prepaid, addressed to the Party at the address of the principal office, and with instructions to obtain the signature of the addressee.

15. **GOVERNING LAW:** This Agreement shall be construed as having been made in the State of Michigan, and all rights and obligations under it shall be governed by the laws of the State of Michigan without regard to its Conflict of Laws provisions. All litigation arising hereunder shall be brought in the State of Michigan, and exclusive jurisdiction shall lie with the courts located in Washtenaw County, Michigan and each Party hereby submits to the exclusive

jurisdiction of those courts.

16. **SEVERABILITY:** In the event that any court of competent jurisdiction shall determine that any provision of this Agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.

17. **ENTIRE AGREEMENT TERMS:** This Agreement, including all of its parts, sets forth the entire agreement between Avfuel and Customer with respect to the subject matter hereof and there are no other terms or conditions, oral or written, express or implied, relating to or otherwise affecting such subject matter. No term or condition of this Agreement shall be changed, supplemented, cancelled or waived unless in writing and signed by both Avfuel and Customer. If Avfuel and Customer have, prior to the effective date, been parties to any other agreement relating directly to the sale of Products to Customer (a "Prior Agreement"), such Prior Agreement, except for guarantees, shall be superseded as of the effective date and all rights and obligations between Avfuel and Customer with respect to the supply of Products from and after the effective date shall be governed by the terms of this Agreement. The terms and conditions of such Prior Agreement shall, however, remain in full force and effect with respect to rights and obligations relating to the supply of Products prior to the effective date and nothing contained in this Agreement shall be construed as terminating or otherwise affecting any such rights or obligations.

## CUSTOMER CREDIT PROGRAM:

IN THE EVENT THAT AVFUEL CHOOSES TO DELIVER GOODS OR SERVICES THAT HAVE NOT BEEN PAID FOR IN FULL BY WIRE TRANSFER PRIOR TO THE TIME OF THAT DELIVERY, AVFUEL SHALL BE CONSTRUED AS HAVING EXTENDED CREDIT TO CUSTOMER AND THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY.

1. Credit terms may not be used during any period in which the Customer is in default of this Agreement. In addition to the provisions of Section 11 of the General Terms and Conditions, for the specific purposes of this Customer Credit Program, the Customer will be in default if (1) any amount charged to the Customer's account is not paid in accordance with the agreed upon payment terms; (2) if and for so long as the Customer is in breach of any of its obligations under any Agreement with Avfuel or any of its subsidiaries; or (3) if Avfuel determines that there is any misrepresentation or breach of a warranty by the Customer under or with respect to any Agreement with Avfuel. Use of credit is limited to the amount specified in the Special Terms and Conditions of this Agreement. No purchase may be made which would cause the total amount owed under this Agreement to exceed that credit limit.

2. Upon termination of this Agreement, Customer shall have no right to credit terms for new purchases, but all obligations incurred prior to the termination, as well as all remedies provided for default or breach, shall survive. If Avfuel, intentionally or unintentionally, permits any purchases on credit after termination, then the terms of this Agreement shall pertain to those charges.

3. Subject to the approval by Avfuel at its offices in Michigan, all purchases by Customer for which Avfuel does not receive payment at or prior to the time of delivery to Customer shall be charged as principal to Customer's account. Avfuel may require Customer or Customer's authorized representative, as a condition of delivery or at any time thereafter, to give receipt for all deliveries in writing and to sign sales slips and other documents in Avfuel's opinion necessary to record or substantiate any or all transactions resulting in a charge to Customer's account.

4. Avfuel shall invoice Customer for all Fuel products delivered to Customer or to Customer's designees. Invoices shall include the selling price of the product delivered, taxes, duties, and any other charges as separate line items. Invoices are payable on or before that due date specified in the invoice. Unless otherwise determined by Avfuel in its discretion, all payments received will be applied by Avfuel (subject to collection of remittance if other than cash) first to interest, if any, accrued on Customer's account, then to the unpaid principal balance owed upon such account in direct calendar order of due date. Customer agrees to pay to Avfuel upon demand a fee of \$50.00 for each check, draft or other form of remittance that is not honored by the drawee upon due presentment by Avfuel or its agents. From time to time, Avfuel may send Customer a statement of Customer's account for Customer's information showing in summary, or in such detail as Avfuel may deem appropriate, current transactions Avfuel posted to Customer's account to date thereof, the amount of interest (if any) which has accrued, and the balance owing thereon; however, the failure of Avfuel to furnish any such statement shall not relieve Customer of the obligation to make payment against invoices when due in accordance with the other terms of this Agreement. Customer agrees to review all statements promptly after receipt, and shall have

fifteen (15) days from date of receipt to notify Avfuel in writing of any discrepancies. If no such notice is given, such statement shall be conclusively presumed correct.

5. In the event that any invoice is not paid in full by the due date stated therein, the unpaid amount of the invoice shall bear interest until paid at the lower of 18% per annum or the highest rate which may lawfully be contracted for, charged and received according to applicable law for business purchases at the time of delivery. Notwithstanding anything in this Agreement to the contrary, Customer shall never be obligated to pay and Avfuel shall never be entitled to receive any interest upon any indebtedness incurred by Customer pursuant hereto in excess of the maximum contract rate of interest authorized by applicable law for business purposes, and it is expressly understood and agreed that if Avfuel shall render any charge for the payment of usurious interest, such charge shall be automatically and unconditionally reduced to the maximum non-usurious amount, and the excess, if paid, shall be applied as credit to Customer's account. If such application results in a credit balance in Customer's said account, such balance shall be refunded to Customer or applied to the next due amount in such account as Customer shall direct.

6. If, at any time during the term of this Agreement, the financial responsibility of Customer becomes impaired or unsatisfactory to Avfuel, in the sole judgment of Avfuel, Avfuel, effective immediately upon delivery of Notice to Customer, may require the advance cash payment or other security satisfactory to Avfuel for any shipment of fuel and shipment may be withheld until such payment or security is received.

7. For the purpose of securing a payment of all indebtedness of Customer to Avfuel from time to time outstanding (including, without limitation, any amounts due under this Agreement or any other agreement or instrument between Avfuel and the Customer) grants to Avfuel a purchase money security interest in and to all of Customer's inventory of aviation fuels and other products of similar type or description as are purchased from Avfuel, and all accounts, contract rights and other proceeds from such inventory, whether now owned or hereafter acquired. Customer warrants that the purchase money security interest granted herein is and shall remain superior to any other security interests granted by Customer to any other entity. For so long as this Agreement is in effect, all of Customer's inventory of aviation fuels will be presumed to be merchandise purchased pursuant to the Agreement and subject to the purchase money security interest granted by this Agreement. Customer hereby authorizes Avfuel to sign and record all financing statements and other instruments which Avfuel may reasonably require in order to create, perfect and continue in force said security interest and first priority lien. Customer authorizes Avfuel to file a true copy of this Agreement in lieu of any financial statement. The rights and obligations of Avfuel and the Customer under and with respect to the security interest and first priority lien created by this Section shall be interpreted in accordance with the Uniform Commercial Code in effect in the state of the Billing Address of the Customer as stated in the Summary.

8. THIS PARAGRAPH APPLIES ONLY TO THOSE PERSONS WHO'S SIGNATURES APPEAR AS GUARANTORS ON THE SIGNATURE PAGE OF THIS AGREEMENT. PERSONS SIGNING AS GUARANTORS SHALL BE CONSTRUED AS PERSONAL GUARANTORS REGARDLESS OF ANY OTHER DESIGNATION. In consideration of the extension of credit by Avfuel to Customer, each of the parties signing as Guarantors on the signature page of this Agreement agrees to guarantee the prompt payment of all amounts owed to Avfuel by Customer whether such amounts are existing at the time that this Guarantee is signed or are incurred at any time during the life of this Guarantee. Avfuel may demand payment from a Guarantor under this Guarantee at any time that it deems itself insecure with respect to any amount owed by Customer. Each Guarantor hereby waives notice of acceptance of this Guarantee by Avfuel, notice of default by Customer, and all other notices that the Guarantor may otherwise be entitled to receive. Failure on the part of Avfuel to give any such notice shall not discharge any obligation of any Guarantor under this Guarantee. Each Guarantor also hereby waives any requirement that Avfuel proceed against Customer before making a demand for payment hereunder, and agrees to pay all attorney's fees and court costs incurred by Avfuel in the enforcement of its rights hereunder. This is a continuing Guarantee and shall not be revoked by the death of any individual party or by the dissolution of any corporate party or any other entity that is a party hereto, and shall remain in force until Avfuel receives written notice to extend no further credit to Customer on the security of this Guarantee. Such notice shall not discharge any obligation of any Guarantor as to any then existing indebtedness or obligation of Customer arising out of a transaction that took place prior to the receipt of such notice, regardless of the time for determination, maturity, or performance thereof. Each Guarantor agrees to provide periodic statements of financial condition to Avfuel upon request. This Guarantee shall survive the termination of this Agreement until all amounts due Avfuel under this Agreement have been paid in full.

**BRAND PROGRAM:**

**IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S BRAND PROGRAM, THE FOLLOWING WILL APPLY.**

1. Customer has been invited and has elected to participate in Avfuel's Brand Program. Accordingly, Avfuel hereby licenses Customer as a dealer ("Branded Dealer") to use Avfuel's Brand Names and Trademarks subject to the provisions set forth herein. All trade names, trademarks, service marks, logos and other commercial symbols that Avfuel either owns or has the right to sub-license (the "Intellectual Property") shall be and remain the property of Avfuel. Further all signs, decals, graphic materials and other tangible property supplied by Avfuel which bear or are imprinted with any of the Intellectual Property or are used to imprint or display the same (the "Branded Property") and all replacements thereof shall be and remain the property of Avfuel. Any use of the Intellectual Property or the Branded Property by the Customer otherwise than as expressly authorized by this Agreement is hereby expressly prohibited. Upon termination of Customer's participation in the Brand Program Customer shall, at its expense, de-install and return to Avfuel all salvageable signage and return or destroy all other items that identify Customer as a branded Avfuel dealer.

2. Avfuel agrees to supply to Customer, for Customer's use and possession during the term of this Agreement such signs, decals, credit card imprinters and other graphic materials as Avfuel deems necessary in order to identify Customer as an Avfuel Branded Dealer. Unless otherwise agreed in writing, Avfuel will bear all costs of such materials. Customer agrees to honor all Avfuel charge cards, subject to the provisions of the Credit and Charge Card Acceptance Program set forth below, during Customer's participation in Avfuel's Brand Program.

3. Customer shall be responsible for obtaining all necessary permits and for installation of all Branded Property including (without limitation) all electrical and other connections, and shall make sure that all installations shall comply with all brand specifications and with all applicable state and local codes, ordinances and governmental regulations (if any). Unless otherwise agreed in writing, the Customer will bear all costs of installation. No signage shall be installed so as to become a fixture upon real property. The use of color schemes and Intellectual Property painted on facilities and equipment owned by Customer or others and used in the conduct of Customer's business, shall comply with particular and displayed specifications. Customer shall be responsible for maintenance and upkeep of Branded Property and Paint-ons, and agrees to keep and maintain the same at all times in a good, clean, safe, operative and first class condition, neatly painted and displayed. If any of such installation or maintenance is performed by Avfuel, Customer agrees to remit upon demand all costs thereof, including (without limitation) all expenditures for labor, materials and the like. If any Branded Property is damaged, lost or destroyed while in Customer's use, possession or control, or if Customer shall deliver any of such property to anyone not herein expressly authorized to use or possess it, Customer agrees to repair, recover or replace such property forthwith, at Customer's expense.

4. Customer shall keep all Branded Property insured at all times against loss, theft, fire or physical damage, up to the full replacement cost thereof, designating Avfuel as the loss payee. The Customer shall pay when due all personal property taxes and assessments assessed against the Branded Property and shall neither suffer nor permit any lien or encumbrance or any attachment against any of such Branded Property.

5. Customer agrees that it will not use or display any Branded Property or Intellectual Property: (1) in a manner which causes or is calculated to cause confusion among patrons of Customer or the general public as to the type, characteristics, quality, manufacture or sponsorship of any fuel or other product which Customer offers for sale; (2) for the purpose of selling or promoting the sale of aviation fuel other than fuels supplied by Avfuel; or (3) for the purpose of selling or offering for sale any product which has been diluted or adulterated, whether intentionally or not. Customer further agrees that it will at all times maintain its facilities and conduct its operations in compliance with those standards and procedures established from time to time by Avfuel and applicable to aviation fixed base operators displaying any of the Intellectual Property. Such standards and procedures may include (without limitation) image quality standards for the brand displayed, quality control and refueling procedures for products bearing such brand, and standards for services offered and facilities utilized by Customer in conjunction with such products. Avfuel may, but shall be under no obligation to conduct periodic tests and inspections as it may deem appropriate to evaluate compliance with this Agreement. Copies of all test and inspection reports shall be given to Customer. It is expressly understood that the purpose of any such tests or inspections is to assist Customer in complying with the standards set for a Branded Dealer. By performing such tests or inspections

Avfuel assumes no responsibility for Customer's failure to comply with the Standards or for safety hazards, latent or patent, created or maintained by Customer. If Avfuel determines, in its sole discretion, that Customer is or has violated this provision, then Avfuel may suspend or terminate Customer's right to use Avfuel's Brands and or Trademarks.

Avfuel reserves the right to amend, suspend, or terminate the program at any time. Customer may withdraw from this Program upon 60 days Notice to Avfuel. See Section 14 of the General Terms and Conditions regarding Notices. Termination of Customer's participation in this Program shall not be construed as terminating the Agreement or Customer's participation in another Program.

**AVTRIP PROGRAM:**

**IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S AVTRIP PROGRAM, THE FOLLOWING WILL APPLY.**

1. Customer has been invited and has elected to participate in Avfuel's AVTRIP Program a marketing incentive program intended to reward pilots who choose to purchase fuel and services from participating Avfuel dealers.
2. Customer will:
  - 2.1. Use its best efforts to enroll pilots in the AVTRIP Program;
  - 2.2. Award all participating pilots two AVTRIP Points for each U.S. gallon of fuel purchased from Customer and, at Customer's discretion, a minimum of one point for each U.S. dollar, or part thereof, spent by a participating pilot for parts and services at Customer's facilities;
  - 2.3. Pay to Avfuel, by deduction from amounts due to Customer or in cash if no amounts are due Customer, \$.01 for each AVTRIP point awarded;
  - 2.4. Maintain complete records of all points earned by participating pilots;
  - 2.5. Train its personnel in the operation of the AVTRIP Program, and prominently post written materials relating to AVTRIP in and around its facilities in order to encourage pilot participation in the program; and
  - 2.6. Promptly send all enrollments to Avfuel so that the enrollee can be added to the list of AVTRIP participants. Not less frequently than every two weeks, Customer will send Avfuel copies of all records pertaining to points earned by pilots that have not been previously reported via POS transmission, and remit to Avfuel all sums due hereunder.
3. Avfuel will:
  - 3.1. Act as the administrator of the AVTRIP Program; and
  - 3.2. Include the AVTRIP Program in its local, national and international marketing and advertising efforts as it deems appropriate to encourage pilot participation in the AVTRIP Program.
4. The price charged to any pilot for fuel, parts or service shall not be based on whether a pilot participates in the AVTRIP Program.
5. Avfuel reserves the right to amend, suspend, or terminate the AVTRIP Program at any time. Avfuel also reserves the right to terminate any individual's participation at any time for misuse of the AVTRIP card, violation of the rules of the program, or inactivity for a period of 12 consecutive months. Customer may withdraw from this Program upon 90 days Notice to Avfuel. See Section 14 of the General Terms and Conditions regarding Notices. Termination of Customer's participation in this Program shall not be construed as terminating the Agreement or Customer's participation in any other program.

**CREDIT AND CHARGE CARD ACCEPTANCE PROGRAM:**

**IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S CREDIT CARD ACCEPTANCE PROGRAM, THE FOLLOWING WILL APPLY.**

1. Customer has been invited and has elected to participate in Avfuel's Credit and Charge Card Acceptance Program. Accordingly, Customer may honor any valid credit or charge card listed in the most current Accounts Receivable Discounts Schedule ("ARDS") issued by Avfuel ("Acceptable Cards") for the purchase of products and services if the purchase has been specifically approved

by Avfuel. Avfuel's ARDS is subject to change upon five (5) days prior written notice.

2. Customer may also choose to participate in the Avfuel Honor All Program. The Honor All Program permits Customer to extend credit to any customer that has a billing address within the United States or its Territories or Canada and that presents a valid credit card from any nationally recognized oil company on Avfuel's approved Honor All list if: (1) Customer does not have a merchant agreement with the issuer of the card or any processor of such accounts other than Avfuel; and (2) the purchase has been specifically approved by Avfuel. The discount schedule for Honor All transactions will generally be higher than the discounts applied under the ARDS. If Customer chooses to participate in the Honor All program, then all Honor All invoices must contain the current telephone number and current billing address of both the cardholder and the Authorized User, and Customer shall inform the presenter that cardholder will be billed directly by Avfuel and not by the card issuer. Honor All transactions are limited to a total of \$250 for miscellaneous services such as tie downs, catering, aircraft storage, pilot supplies, charts, repairs and other services, and to an aggregate total of \$2,000.00 for a single transaction.

3. Customer shall prepare a voucher for each credit card, charge card or Honor All transaction and shall promptly submit those vouchers to Avfuel. The term "voucher" means a machine imprinted credit card slip or other written record of a credit sale in form acceptable to Avfuel that has been fully completed by Customer manually or electronically by a Point of Sale (POS) machine in accordance with the instructions contained in the then current edition of Avfuel's manual and signed by the Authorized User. If the voucher is prepared manually, the Customer is responsible to make sure that the voucher is complete and legible. The Customer is also responsible for making sure that the card presented is not expired and that the person signing the voucher is an Authorized User. If imprinted and hand written amounts on invoices do not agree the lesser amount shall be presumed to be correct. Customer shall make a manual imprint of all cards electronically processed but requiring that the card number be entered manually, in order to prove that the card was present at the time of sale. "Promptly" means, in the case of POS transmissions, batches should be submitted at least once per day and by 11:00 PM Central Time but in no case any less frequently than once every 72 hours, and in the case of manually prepared vouchers, weekly, but not later than ten days after transaction date. Customer must keep copies of vouchers and summaries for a period of seven (7) years and supply Avfuel with duplicates if requested.

4. Upon receipt from Customer of a properly prepared voucher- together with any necessary summaries thereof on forms prescribed by Avfuel, Avfuel shall remit to Customer or, as Avfuel may elect, credit Customer's fuel purchase account with Avfuel, in an amount equal to the total face amount of all such vouchers less such discounts as applicable according to Avfuel's then current ARDS or the Honor All discount schedule, and any fees for AVTRIP point awards.

5. Customer acknowledges receipt of, and agrees to observe, Avfuel's current instructions for recording and processing credit transactions. Avfuel reserves the right to amend any and all instructions and to add new instructions from time to time, and Customer agrees to be bound by all such amendments and new instructions. Avfuel also reserves the right to issue new or revised forms, POS equipment, software and imprinters from time to time, and to issue instructions regarding their use to be effective upon five (5) days prior written notice.

6. Customer shall be solely liable and responsible for remittance of all taxes to the proper authorities regardless of whether charged to purchaser. Avfuel does not assume responsibility for the payment of any tax applicable to sales or other transactions resulting in credit card accounts receivable and Customer shall defend, indemnify and hold harmless Avfuel from any such claims.

7. Without limiting the generality of other provisions of this Agreement pertaining to charge backs, it is specifically understood and agreed that Avfuel may decline to accept or, if accepted, may subsequently charge back to Customer any voucher:

- 7.1. Where any of the required information is omitted or illegible;
- 7.2. That is imprinted or processed with an expired credit card;
- 7.3. Covering a purchase not authorized by the cardholder or involving fraud or any misuse of a credit card by the purchaser with or without Customer's knowledge;
- 7.4. Covering a transaction that has not been authorized by Avfuel or

does not carry a valid authorization code;

7.5. Covering a transaction or series of related transactions (constituting in the reasonable opinion of Avfuel a single sale transaction) the aggregate face amount of that exceeds any of the single sale limitations to which the parties hereto may agree;

7.6. That becomes the subject of a dispute between Customer and purchaser;

7.7. Where the Authorized User has not received his copy of the voucher;

7.8. For which Customer has received or will receive any payment or reimbursement from any person other than Avfuel;

7.9. Where Customer has granted any right of ownership or security interest to any person other than Avfuel unless the invoice is accompanied by a written waiver of such interest;

7.10. Presented by Customer to Avfuel more than ten (10) days after the transaction date;

7.11. If the transaction occurred after the date of expiration or termination of this Agreement;

7.12. Created by any person other than Customer, or in any transaction other than a transaction in which Customer has sold merchandise or services to a purchaser presenting his credit card for use in payment therefor;

7.13. For Honor All transactions, bearing a billing address for the cardholder or Authorized User that is outside the territorial limits of the United States or the Dominion of Canada;

7.14. Representing Honor All transactions not paid by the cardholder within ninety (90) days after assignment to Avfuel;

7.15. That are charged back to Avfuel by a card issuer for any reason at all; or

7.16. That in any other manner does not conform to this Agreement or with Avfuel's instructions for recording and processing credit card transactions.

8. In the event that a charge back exceeds the credit balance in Customer's fuel purchase account then carried by Avfuel, Customer agrees to pay such amounts within three (3) days after notice that such amounts are due. Upon reimbursement, title to the subject voucher and all indebtedness represented thereby shall pass to Customer. If any funds come into Avfuel's possession for any voucher that has previously been charged back to Customer, Avfuel will promptly credit the full amount thereof to Customer's account. Avfuel's charge back rights and rights of recourse against Customer shall survive the termination of this Agreement.

9. Cash advances may not be charged on any card. Lessons, aircraft rental, charters, and aircraft parts and accessories not incorporated in repairs or mounted upon the aircraft may not be charged under the Honor All program. A single sale to any one purchaser resulting in one or more than one credit card voucher shall be specifically limited to quantities of fuel and lubricants not greater than the useful capacity of the aircraft, and shall only include fuels from stocks delivered by and purchased from Avfuel.

10. From time to time, Avfuel will send Customer a Credit Card Remittance Summary for Customer's information showing in such detail as Avfuel may deem appropriate the transactions and amounts that have been credited to Customer's account or paid to Customer during the period since the last report. The failure of Avfuel to furnish any such Report shall not relieve Customer of any obligations hereunder. Customer agrees to review all such Reports promptly after receipt. In any event, Customer shall be solely responsible for making sure that it has received proper payment for each transaction submitted. Customer shall have forty-five (45) days from the date of a transaction to provide Avfuel Notice that the transaction has not been properly accounted for or that payment has not been received. If no such notice is given, such transaction shall be conclusively presumed to have been settled and closed.

11. Avfuel reserves the right to amend, suspend, or terminate the program at any time. Customer may withdraw from this Program upon 60 days Notice to Avfuel. See Section 14 of the General Terms and Conditions regarding Notices. Termination of Customer's participation in this Program shall not be construed as terminating the Agreement or Customer's participation in any other Program.

## CONTRACT FUEL DEALER PROGRAM:

### IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S CONTRACT FUEL DEALER PROGRAM, THE FOLLOWING WILL APPLY.

1. Customer has been invited and has elected to participate in Avfuel's Contract Fuel Dealer Program (the "CFD Program"). Accordingly, Customer agrees to sell and deliver to clients who participate in Avfuel's Contract Fuel Program (the "CFCs" or a CFC" as the context may require) aviation fuel supplied by Avfuel and other products and services supplied by the Customer. A CFC is a person or entity that has executed a Contract Fuel User's Agreement with Avfuel or that is specifically authorized in writing, in accordance with authorization procedures established from time to time by Avfuel, to purchase aviation fuel and other products and services. The Customer will secure authorization from Avfuel before completing a sale to a CFC and the failure to obtain such authorization may result in Avfuel's dishonor of the invoice for that sale.

2. Subject to agreement between Customer and Avfuel, Products supplied hereunder shall be supplied from either Avfuel inventory on site or from Customer inventory. If, as a convenience to Customer, Avfuel maintains inventory at Customer's facility then Customer agrees to the following: a) Customer shall measure Avfuel's inventory and reconcile that inventory at least monthly. Reconciliation reports, in a form satisfactory to Avfuel, shall be delivered to Avfuel no later than the 5<sup>th</sup> day following the end of each month. b) Gains and losses shall be allocated proportionally to the parties sharing the storage facility based on receipts of fuel during the month and losses shall be limited to no more than ¼% of total receipts for per annum. Book inventory shall be adjusted to coincide with actual inventory each month. c) Unless the Products are contaminated by an act or omission of Dealer, Avfuel will be liable if the Products do not conform to specifications. If the Products are supplied from the Customer's inventory, the Customer will be liable if the Products do not conform to specifications. d) Customer shall maintain Avfuel's inventory level in accordance with Avfuel's guidelines and shall specify when ordering fuel whether that fuel is for Customer's or Avfuel's inventory (which is subject to approval by Avfuel).

3. Under the CFD Program, all aviation fuel delivered by the Customer to a CFC will be deemed sold by Avfuel and will be at the prices and terms independently established between Avfuel and the CFC. If Avfuel maintains an inventory of aviation fuel at the Customer's facilities, then aviation fuel supplied by the Customer to CFCs will be drawn from Avfuel's inventory. If Avfuel does not maintain an inventory of aviation fuel at the Customer's facilities, then aviation fuel supplied to a CFC is drawn from the Customer's inventory and Avfuel will account for that aviation fuel by issuing a credit to the Customer equal to the Customer's cost for that aviation fuel, including applicable taxes, based upon the Customer's cost for the last load of aviation fuel purchased from Avfuel prior to the date of supply to the CFC.

4. The charges for all aviation fuel supplied to the CFC will be payable solely to Avfuel. Avfuel will be responsible for collecting and remitting any taxes imposed thereon by any local, state or federal taxing authority. Avfuel will invoice and collect those charges and taxes from the CFC.

5. In all sales of aviation fuel drawn from Avfuel's inventory, title to that aviation fuel will be retained by Avfuel until the point in time that the aviation fuel enters into the aircraft of the CFC, at which point in time title will pass to the CFC. In all sales of aviation fuel drawn from Customer's inventory, title to that aviation fuel will be retained by the Customer until the point in time that the aviation fuel enters into the aircraft of the CFC, at which point in time title will pass instantaneously first to Avfuel and then to the CFC. The risk of loss or contamination of aviation fuel will be borne at each point in time by the party who or which holds title to that aviation fuel at that point in time. If, while Avfuel holds title, any aviation fuel is lost or contaminated as a result of the acts or omissions of the Customer, then the Customer will be liable to Avfuel for that loss or contamination.

6. If the Customer provides any services or products other than aviation fuel to the CFC for which a fee is charged, such other products and services will be deemed sold by the Customer and will be at the Customer's normally established rates. Such other products may include, without limitation, lubricants, spare parts, food and other amenities. Such other services may include, without limitation, flowage fees, tie-down services, into-wing services, catering services and similar services that expedite deliveries and facilitate arrangements for the CFC. No cash advances will be permitted as "other products or services". The Customer will supply all such other products or services as an independent contractor to the CFC and not as an agent or a subcontractor of Avfuel.

7. All other products and services that are supplied by Customer to CFCs will be provided in accordance with procedures and quality standards that are commercially reasonable and that comply with all legal requirements in the jurisdiction where the Customer's facilities are located. Customer will be solely liable if such other products and services do not conform to such standards, procedures or requirements.

8. The charges for all other products and services supplied by the Customer to the CFC will be payable solely to the Customer. The Customer will be responsible for collecting and remitting any taxes imposed thereon by any local, state or federal taxing authority. Customer may directly invoice and collect such charges from the CFC. Alternatively, at the Customer's option, Customer may assign to Avfuel for collection the account receivable from the CFC for other products and services supplied by the Customer (a "CFC Receivable"). If the Customer assigns a CFC Receivable to Avfuel, then Avfuel will issue a credit to the Customer's account for the amount of that CFC Receivable and Avfuel will thereafter invoice, collect and retain those charges from the CFC.

9. Any fees for any services supplied by the Customer in the delivery of aviation fuel to a CFC, including, without limitation any flowage fees or into-wing fees, will be earned by the Customer only after it has completed delivery of the entire load of aviation fuel into the aircraft of the CFC and title to that aviation fuel has passed to the CFC. Initial into-wing fees are established in the Special Terms and Conditions and Customer may change those fees upon seven (7) days written notice to Avfuel.

10. Customer will generate a written record (a "Ticket") of all aviation fuel supplied to a CFC at the Customer's facility. Each Ticket will include the following information: the CFC's name; the authorization number; pilot's name; aircraft registration number; flight or ID number provided by the CFC if applicable, transaction date(s); and type and quantity of fuel products provided, as measured in U.S. gallons. In addition, if the Customer assigns to Avfuel the CFC Receivable for other products and services supplied by the Customer to the CFC, the Customer will include in the Ticket the type and quantity of such other products or services and the charges payable by the CFC for such other products or services. Any charges for such other products or services must be separately stated and clearly identified as fees charged by the Customer that are separate from and independent of the amounts charged by Avfuel for aviation fuel. The pilot or other responsible representative of the CFC shall sign and be given a copy of the completed Ticket.

11. The Ticket (or all information required to be shown on the Ticket) for each sale to a CFC shall be delivered to Avfuel by POS Transmission or facsimile within twenty-four (24) hours following the completion of that sale. The original Tickets shall be kept on file by Customer for a period of five (5) years from the invoice date and will be sent to Avfuel upon request. Avfuel will from time to time provide Customer with instructions for processing these transactions and may provide the forms for doing so. Avfuel reserves the right to change these procedures upon seven (7) days written notice to Customer.

12. The total amount due with respect to each Ticket shall be paid or credited to Customer's by Avfuel within 10 days following Avfuel's receipt of the Ticket.

13. Except as provided herein, all Tickets will be accepted by Avfuel without recourse. The exceptions are: a) Customer warrants the validity of all charges, and any charge that is disputed by the CFC, correctly or incorrectly, on grounds that the charge is invalid or inaccurate or that the aviation fuel, products or services supplied were unsatisfactory may be charged back to Customer at Avfuel's option; b) charges not previously authorized by Avfuel may be charged back to Customer at Avfuel's option; and c) any Ticket that is incomplete, illegible, or is otherwise not prepared in accordance with Avfuel's processing instructions may be charged back to Customer at Avfuel's option.

14. Avfuel reserves the right to amend, suspend, or terminate the CFD Program at any time. Customer may withdraw from the CFD Program at any time upon 60 days Notice to Avfuel. See Section 14 of the General Terms and Conditions regarding Notices. Termination of Customer's participation in this Program shall not be construed as terminating the Agreement or Customer's participation in any other Program.

**AVSURANCE PRIMARY COMMERCIAL INSURANCE PROGRAM:**

**IF CUSTOMER HAS ELECTED TO PARTICIPATE IN THE AVSURANCE PRIMARY COMMERCIAL INSURANCE PROGRAM, THE FOLLOWING WILL APPLY.**

1. Customer has been invited to, and has elected to, participate in the Avsurance Primary Commercial Insurance Program.

2. Customer agrees to file an application and request for a quote for all insurance policies related to its aviation business. All price quotes from Avsurance contain Avsurance proprietary information, are confidential, and may not be disclosed to any person other than employees and agents of Customer with a bona fide need to have such information and that have signed a non-disclosure agreement that is satisfactory to Avsurance.

3. Customer may accept or reject any quote for an individual policy, and the acceptance of any specific quote shall not be conditioned on the acceptance of any other quote.

4. Upon Customer's acceptance, Avsurance will bind the coverage and have the policy issued in due course.

5. Avfuel reserves the right to amend, suspend, or terminate the program at any time. Termination of this Program shall not be construed as terminating the Agreement or Customer's participation in any other Program.

**EQUIPMENT LEASE:**

**IF CUSTOMER HAS ELECTED TO PARTICIPATE IN AVFUEL'S EQUIPMENT LEASING PROGRAM, THE FOLLOWING WILL APPLY.**

1. Customer has elected to participate in Avfuel's Equipment Lease Program. Accordingly, Avfuel, either for its own account or through one of its subsidiaries, agrees to deliver and lease the equipment identified in the Special Terms and Conditions (the "Equipment") at the lease rates shown in the Special Terms and Conditions to Customer for its sole use. All additional equipment or replacement equipment delivered to Customer but not listed in the Special Terms and Conditions shall also constitute Equipment subject to the provisions of this section. For example, Customer may lease POS equipment from Avfuel at the then current lease price. Customer hereby agrees to pay Avfuel in advance the monthly lease payments prorated for any partial month. Avfuel may increase the rent during the term of the Lease upon 30 days written notice. Customer shall be permitted to notify Avfuel within the first 15 days of that notice period of its intention to terminate the lease effective on the date that the increase goes into effect. If Avfuel rescinds the rate increase, the lease shall continue in effect at the then current rates. If it does not rescind the increase, the lease shall expire on the date the increase goes into effect. Unless otherwise agreed, the term of the lease of each item of Equipment (a "Lease") shall correspond to the term of this Agreement.

2. Customer shall inspect the Equipment and shall make a written note as to any defects that are observed. A copy of all such notes shall be faxed to Avfuel within forty eight (48) hours of delivery. Upon termination of a Lease, Customer shall return the Equipment, freight prepaid to Avfuel's place of business in Ann Arbor, Michigan in as good condition as when Customer received it, normal wear and tear accepted. Failure to return the Equipment shall be deemed a breach of this Agreement and Customer will be billed for necessary repairs and the replacement of missing equipment.

3. Avfuel warrants that it has all necessary rights to lease said Equipment to Customer. Further, the parties agree that as between themselves, Avfuel has title to the Equipment and Customer shall keep the Equipment free of liens and shall not do or permit anything to be done that will prejudice the title of Avfuel, or its rights in the Equipment. Each item of Equipment shall bear a legend denoting it as the property of Avfuel and Customer shall not remove or deface that legend under any circumstances. Customer also agrees and understands that Avfuel may file such evidence of its ownership of the equipment as may be necessary in the state where the equipment is located.

**AVFUEL MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING DEFECTS IN MATERIAL, WORKMANSHIP, DESIGN, CAPACITY, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT FOR ANY PURPOSE, OR WHICH EXTEND BEYOND THE DESCRIPTION OF THE EQUIPMENT THAT APPEARS IN THE SPECIAL TERMS AND CONDITIONS.**

4. Any of the Equipment that is used to store or transport Products shall be used solely for storing or transporting Products supplied to Customer under this Agreement. The Equipment shall not be moved from the facility to which it was delivered nor operated on any public road without the prior written consent of Avfuel. Customer will comply with all laws, ordinances and regulations

applicable to the possession, operation or use of the Equipment and will demonstrate compliance upon request.

5. The maintenance obligations with regard to the Equipment are as follows.

5.1. Except as set forth in Section 5.2 below, Customer will maintain the Equipment in as good a condition as it was on the day of delivery, normal wear and tear excepted. Customer shall, at its sole expense, provide all preventative maintenance (including but not limited to lubrication, oil and filter changes, etc.), repairs, and replacement parts as are necessary to preserve the Equipment in good operating condition and in compliance and in conformity with all laws, rules, regulation, and industry standards which are applicable to the operation of the Equipment. Customer shall also be responsible for all tire maintenance, repair, and replacement. **CHANGING A TIRE ON A REFUELER TRUCK IS VERY DANGEROUS AND MUST NOT BE ATTEMPTED BY UNTRAINED PERSONNEL. CUSTOMER AGREES THAT IT WILL PERMIT TIRES TO BE CHANGED ONLY BY AN OUTSIDE CONTRACTOR WHO IS PROFESSIONALLY TRAINED TO DO SUCH WORK.** Customer shall keep complete and accurate maintenance records and Avfuel is entitled to inspect the Equipment and the maintenance records at any time during regular business hours. At Avfuel's option, any item of repair or maintenance that would be the responsibility of Customer may be performed by Avfuel and billed back to Customer as additional rent. Customer shall not make any alterations or modifications to the Equipment of any kind including but not limited to painting, mounting of radios or antennas, applying decals or lettering without the prior express written consent of Avfuel.

5.2 Avfuel shall be responsible for the following refueler truck repairs when, in its opinion, repair is necessary: overhauls or replacement of the engine, transmission, differential, or belly valve. Avfuel shall be permitted access to the Equipment at any reasonable time in order to perform the repairs and modifications, which are its obligation hereunder. Repairs and maintenance to be performed by Avfuel shall be completed within a reasonable time after it learns of the need for such repairs. Avfuel assumes no responsibility for loss of use or any other items of ancillary damage, which may be caused by, or result to Customer by reason of the fact that the Equipment becomes inoperable. If any such repair or maintenance is required as the result of intentional conduct, negligence, or failure to perform repair or maintenance on the part of Customer or any of Customer's agents or employees, Customer shall be liable for all costs associated with performing such repairs and/or maintenance.

6. Customer shall be responsible for all Federal, State, and Local taxes, fees, etc. that are assessed on the use or value of the Leased Equipment, including but not limited to, personal property, sales, and use taxes.

**7. CUSTOMER AGREES TO INDEMNIFY AND HOLD AVFUEL AND/OR THE OWNER OF THE EQUIPMENT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, EXPENSES (INCLUDING ATTORNEY'S FEES), OBLIGATIONS AND CAUSES OF ACTION FOR INJURY TO OR DEATH OF ANY AND ALL PERSONS, OR FOR DAMAGE TO OR DESTRUCTION OF ANY OR ALL PROPERTY ARISING OUT OF OR RESULTING FROM THE CONDITION, EXISTENCE, USE OR MAINTENANCE OF THE EQUIPMENT.**

Customer Code: \_\_\_\_\_



**AVFUEL CORPORATION  
FIXED BASE OPERATOR  
AVIATION FUEL SUPPLY AGREEMENT**

Reference Date: **November 20, 2006**

Effective Date: **December 15, 2006**

**SUMMARY**

This Agreement is between Avfuel Corporation and its affiliates and subsidiaries all of which have principal offices at 47 West Ellsworth Road, Ann Arbor, MI 48108 USA, hereinafter referred to, individually or collectively as "Avfuel", and **Gaylord Regional Airport**, having its principal office at (Street address only) **1100 Aero Drive, Gaylord MI 49735**, hereinafter called "Customer", collectively called "the Parties", and is effective on the Effective Date or, if no Effective Date is specified then on the Reference Date noted above.

**THIS IS AN INTEGRATED AGREEMENT CONSISTING OF SEVERAL PARTS, ALL OF WHICH SHALL BE READ TOGETHER AND INTERPRETED AS ONE AGREEMENT.** The parts shall include this Summary, the Special Terms and Conditions, and the General Terms and Conditions. In the event of any inconsistencies between the Special Terms and Conditions and the General Terms and Conditions, the Special Terms and Conditions shall govern. Avfuel offers other programs that it believes are of benefit to Customer. Customer chooses to participate in those programs that are checked below and agrees that the applicable provisions of the Special and General Terms and Conditions govern those programs. Additions or deletions to this agreement are governed by the Changes Provision set forth in Section 17 of the General Terms and Conditions.

Applicable Certificates of Insurance are attached hereto, Insurance Company Name \_\_\_\_\_

- Customer Credit Program
- Brand Program
- AVTRIP Program
- Credit and Charge Cards Acceptance Program
- Contract Fuel Dealer Program
- Avsurance Primary Commercial Insurance Program
- Equipment Lease Agreement
- Addendums: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**CUSTOMER FEIN:** 38-6004882

**TYPE OF BUSINESS:** \_\_\_\_\_  
(i.e. C-corp, S-corp, Partnership, LLC, Sole Prop, or other)

**STATE ID NUMBER:** \_\_\_\_\_

**STATE OF INCORPORATION:** \_\_\_\_\_

**FOR AVFUEL CORPORATION:**  
(for all purposes except Section B of Special Terms and Conditions)

**FOR GAYLORD REGIONAL AIRPORT:**

By: \_\_\_\_\_  
William B. Light, Vice President, Administration

By: \_\_\_\_\_  
(Signature)

**FOR AVTANK CORPORATION:**  
(for purposes of Section B of Special Terms and Conditions only)

\_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
William B. Light, Secretary

Title: \_\_\_\_\_  
(Print Title)

The undersigned hereby guarantee(s) payment and performance of this Agreement by Customer.

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

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Social Security Number

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

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Social Security Number

**FIXED BASE OPERATOR  
AVIATION FUEL SUPPLY AGREEMENT**

**SPECIAL TERMS AND CONDITIONS**

**CUSTOMER NAME:** Gaylord Regional Airport

**BILLING ADDRESS:** 1100 Aero Drive  
*(if different than street address)* Gaylord, MI 49735

**DELIVERY ADDRESS:** 1100 Aero Drive  
*(if different than street address)* Gaylord, MI 49735

**AIRPORT ID (IATA CODE):** KGLR

**PRODUCT (s):**  Jet-A  Jet-A with Anti-ice  Avgas/100LL  Other \_\_\_\_\_

**PAYMENT TERMS:** \$50,000 limit, net due 15 days

**EQUIPMENT LEASED:**

<u>Description</u>	<u>SN or VIN</u>	<u>Lease Rate</u>
_____	_____	_____
_____	_____	_____

**CONTRACT FUEL DEALER:**

	<u>Rate</u>
Airport Flowage Fee: <input type="checkbox"/> YES <input type="checkbox"/> NO _____	\$/g (i.e. \$0.03)
Storage Fee: <input type="checkbox"/> YES <input type="checkbox"/> NO _____	c/g

**Into wing Fee:**

Fuel Type	Gallons from/to	Rate
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**OTHER SPECIAL TERMS AND CONDITIONS:**

A. The following changes will be made to the Aviation Fuel Supply Agreement, General Terms and Conditions:

2. **Term:** The wording in this section is deleted and replaced with the following: "The initial term of this Agreement is seven (7) years, beginning on the Effective Date specified in the Summary. The term shall be automatically renewed for successive thirty (30) day terms until one Party delivers a Notice to the other Party of its intent to terminate at the end of the then current term. Such notice shall be delivered at least thirty (30) days prior to the expiration of the current term. The term may also be extended pursuant to the terms of Section B.3 of the Aviation Fuel Supply Agreement Special Terms and Conditions."

B. The Customer and Avtank Corporation ("Avtank") agree as follows:

1. **PURCHASE AND SALE.** Subject to the terms and conditions contained herein, Customer agrees to purchase and pay for, and Avtank agrees to sell and deliver to Customer (1) an above-ground, refurbished cabinet and pumping system for use with the Customer's avgas fuel storage system, (2) FuelMaster® Plus credit card reader for self-serve operation to be connected to Customer's avgas fuel storage system, and (3) FBO Manager Fuel Farm Lite® fuel and credit card processing software system (collectively, the "Equipment"), to be installed at the delivery address set forth above (the "Location").

2. **INSTALLATION OF EQUIPMENT.** Avtank shall be responsible for retaining, and shall bear the cost of, qualified contractors to install the Equipment at the Location. In no event shall Avtank or any of its affiliates install any Equipment. Customer shall be solely responsible for arranging for and paying all costs associated with, and Avtank is not providing under this Agreement, any permitting, surveying, site work or engineering, grading, containment, fencing, collision protection, site electrical or lighting required for installation or operation of the Equipment. Customer represents and warrants to Avtank that all necessary permits for the installation and use of the Equipment at the Location have been obtained. Neither Avtank nor any of its affiliates shall be responsible for any violation of environmental laws resulting from the installation or use of the Equipment at the Location.

3. **PRICE AND PAYMENT.** The purchase price for the Equipment shall be paid by the Customer by means of: (a) the fulfillment of the entire term of the Aviation Fuel Supply Agreement ("AFSA") as defined in Section 2 of the AFSA, and (b) payment of a flow fee (the "Flow Fee") equal to \$0.0210 for each gallon of aviation fuel purchased by the Customer from Avfuel Corporation ("Avfuel") and/or distributed through the Customer's Fuel Farm(s), payable in the invoice for each load of fuel delivered by Avfuel to the Customer or under separate invoice. If Customer requests and Avtank agrees to make other capital improvements to the Customer's fuel system prior to the expiration of the Aviation Fuel Supply Agreement, Avtank reserves the right to amend the flow fee assessed under this Section B.3 to account for costs incurred for such purposes. If the Aviation Fuel Supply Agreement is terminated prior to the expiration of the initial seven (7) year term, or if Customer ceases to operate a fueling facility at the Location, or Customer's fuel purchases drop materially below the amounts purchased in 2005 from Avfuel, Avtank reserves the right to require, and if so required Customer shall make, payment of the purchase price for the Equipment in cash in an amount equal to \$53,800 multiplied by the percentage of the seven (7) year term remaining. If Avtank requires a lump sum payment pursuant to the immediately preceding sentence, the Flow Fee shall terminate.

4. **TAXES AND OTHER CHARGES.** Customer shall pay all taxes, assessments, fees and other charges (the "Taxes") which are imposed by any federal, state or local governmental authority or by any airport authority (collectively, the "Taxing Authorities") based upon the delivery, sale or operation of the Equipment, excepting Taxes which are imposed upon Avtank based upon its net income or revenues. Customer shall pay all costs associated with permitting, site work or engineering, transportation of Equipment to the Location from the point of manufacture, grading, containment, fencing, collision protection, site electrical and lighting (the "Other Charges") which are imposed by any third party (the "Third Parties") in connection with the delivery, sale or operation of the Equipment.

5. **LIMITED WARRANTY.** Avtank warrants that the Equipment delivered pursuant to this Agreement will, at the time of delivery, conform to the specifications set forth in Section B.1 of this Agreement and be in compliance with all applicable laws. **THE LIMITED WARRANTY SET FORTH IN THIS SECTION B.5 IS THE ONLY WARRANTY GIVEN BY AVTANK REGARDING THE EQUIPMENT AND THE INSTALLATION THEREOF. AVTANK DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.** If Customer determines or suspects non-conformity, then Customer must notify Avtank immediately. If it is determined that any Equipment is non-conforming, Avtank's sole obligation shall be, at Avtank's sole election, either (1) replacement of the non-conforming Equipment with conforming Equipment, (2) repair of the non-conforming Equipment to eliminate the non-conformity, or (3) removal of the non-conforming Equipment and refund of the amount paid for such Equipment. Avtank will be reasonably prompt in its actions hereunder. No claims may be made by Customer unless made within ninety (90) days after the date that Avtank notifies Customer that the installation is substantially complete.

**RESOLUTION NO. OCR 06-55**  
**Airport Equipment Sales**

OTSEGO COUNTY BOARD OF COMMISSIONERS  
November 28, 2006

- WHEREAS**, the Gaylord Regional Airport is in possession of several surplus pieces of equipment; and
- WHEREAS**, this equipment includes a fire truck, a fuel truck and the original airport terminal building; and
- WHEREAS**, it is fiscally responsible to dispose of unneeded equipment via advertised sale; and
- WHEREAS**, the Airport Manager did advertise that the surplus equipment is for sale; and
- WHEREAS**, the Airport Manager did receive bids on each of the surplus items; now, therefore, be it
- RESOLVED**, that the Otsego County Board of Commissioners authorizes the sale of the fire truck to Everett Tillotson for \$5,000; and be it, further
- RESOLVED**, that the Otsego County Board of Commissioners authorizes the sale of the original terminal building to the Experimental Aircraft Association chapter 1095 for \$2,500; and be it, further
- RESOLVED**, that the Otsego County Board of Commissioners authorizes the sale of the fuel truck to North Country Aviation for \$10,000; and be it, further
- RESOLVED**, that the proceeds from the sale of the surplus equipment be deposited in the Airport Capital Projects Fund.

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

MEMORANDUM OF AGREEMENT

Agreement Number DTFAGL-06-A-00005

This agreement is made and entered into by the Otsego County Airport Board, Gaylord, Michigan for the Gaylord Regional Airport, 1100 Aero Drive, Gaylord, MI. 49735, hereinafter referred to as Airport, for itself, its successors and assigns, and the Federal Aviation Administration, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement ; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Gaylord Regional Airport NOW, THEREFORE, the parties mutually agree as follows:

**1. TERMS AND CONDITIONS (Jun-04):**

It is mutually understood and agreed that the Airport requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on October 1, 2006 and continuing through September 30, 2026. The FAA can terminate this agreement, in whole or part at any time by giving at least (60) day's notice in writing. Said notice shall be sent by certified or registered mail.

ORIGINAL

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or under ground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all right-of-ways to be over the area referred to as Gaylord Regional Airport, Gaylord, MI., to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

(b) And the right to grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

(c) And the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

(d) And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

## **2. CONSIDERATION (Aug- 02):**

The FAA shall pay the Airport no monetary consideration, it is mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

## **3. PURPOSE (Apr-05):**

It is understood and agreed that the use of the herein described premises, known as, Gaylord Regional Airport, Gaylord, MI. shall be related to the FAA's activities in support of Air Traffic operations.

## **4. FAA FACILITIES (Apr-05)**

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that is made part of this agreement by reference and shown on the attached FAA "List of Facilities".

**5. TITLE TO IMPROVEMENTS (Apr-05):**

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

**6. HAZARDOUS SUBSTANCE CONTAMINATION (May-00):**

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this agreement. The Airport agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Airport also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities on the attached FAA "List of Facilities."

**7. INTERFERENCE WITH FAA OPERATIONS (Oct-96):**

The Airport agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Airport or the FAA.

**8. FUNDING RESPONSIBILITY FOR FAA FACILITIES (Oct-96):**

The Airport agrees that any relocation, replacement, or modification of any existing or future FAA's navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Airport, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

**9. NON-RESTORATION (Oct-96):**

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Airport.

**10. NOTICES (Oct-96):**

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

Airport Manager  
Gaylord Regional Airport  
1100 Aero Drive  
Gaylord, MI. 49735

FEDERAL AVIATION ADMINISTRATION  
ATTN: REAL ESTATE, AGL-52R  
2300 EAST DEVON AVENUE  
DES PLAINES, IL 60018

**11. Previous Lease(s)/Agreement(s)**

Lease No. DTFA14-81-L-R046, Supplements 1,2,and 3.

**12. The following clauses are incorporated by reference:** The full text of these clauses can be found via Internet at Land On-Airport Lease <http://fast.faa.gov>

1. OFFICIALS NOT TO BENEFIT (10/96)
2. COVENANT AGAINST CONTINGENT FEES (8/02)
3. ANTI-KICKBACK (10/96)

**13. SIGNATURES (Apr-04):**

The Airport and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

Otsego County Airport Board  
Gaylord, MI.

UNITED STATES OF AMERICA,  
FEDERAL AVIATION ADMINISTRATION

By: Mike Dyas  
Paul Buchanan

By: \_\_\_\_\_  
Donald C. Gould

Title: AIRPORT COMMITTEE CHAIRMAN

Title: REAL ESTATE CONTRACTING OFFICER

Date: 11-12-06

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

ORIGINAL

Dated \_\_\_\_\_

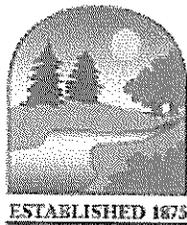
List of Facilities

MEMORANDUM OF AGREEMENT  
 DTFAGL-07-A-00005  
 Gaylord Regional Airport, Gaylord, MI.

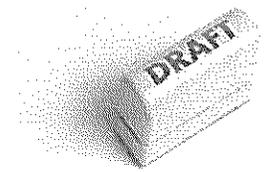
<u>Number</u>	<u>Facility</u>	<u>R/W Number</u>	<u>GSA Control Number</u>	<u>Comments</u>
	LOCALIZER (LOC)	RWY 9		Localizer shelter centered 260' N of RWY 9-27 extended centerline and 910' E of the approach end of RWY 27. Drawing No. GL-D-1028AT1 and GL-D-1028-1-1 showing localizer and its critical area.
	VERY HIGH FREQUENCY OMNIDIRECTIONAL RANGE (VOR)			VOR Building center point located 730' S of RWY 9/27 and 555' W of RWY 18/36. Drawing No. GL-D-1028A-T and GL-D-2303.
	AUTOMATED SURFACE OBSERVING SYSTEM (ASOS)		26101	Combined Sensor Group is located 785' N of the RWY 09-27 extended centerline and 435' E of the end of RWY 27. ACU relocated to a room in the NW corner of the maintenance building.
	RUNWAY END IDENTIFICATION LIGHTS (REIL)	RWY 27		Both REIL units are 50' E of RWY 27 threshold and 82.5' N for Unit #1 and 82.5' S for Unit #2. Drawing No. GL-D-1029.
	OUTER MARKER AND COMPASS LOCATOR (COMLO)	RWY 9		Drawing No. GL-D-1024-4-1, Real estate rights are also requested for all land for this off airport OM to serve RWY 9 at Otsego County Airport.
	DISTANCE MEASURING EQUIPMENT (DME)			DME is housed in VOR. VOR Building center point located 730' S of RWY 9/27 and 555' W of RWY 18/36.
	GLIDE SLOPE (GS)	RWY 9		Glide Slope antenna mast at 900' E of the approach end of RWY 9 and 450' S of RWY 9 centerline. Drawing No. GL-D-1028AT1 and GL-D-1028-1-1 showing glide slope and its critical area.
	MEDIUM INTENSITY APPROACH LIGHTING SYSTEM with RUNWAY ALIGNMENT INDICATOR LIGHTS (MALSR)	RWY 9		MALSR approach light plane complex is 400' wide centered on RWY 9 centerline extending from threshold to 2600' W of RWY 9 threshold. Airport is responsible to keep light plane complex clear of obstructions. Drawing No. GL-D-1028AT1, GL-D-1028-5, sheets 1 and 2, and GL-D-1028-5-1.
	REMOTE COMMUNICATIONS OUTLET (RCO)			RCO is collocated within the VOR site.

ORIGINAL





*Otsego*  
C O U N T Y  
M I C H I G A N



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## 2007 Holiday Schedule

Monday, January 1	New Year's Day
Tuesday, January 2	New Year's Eve Observance
Monday, February 19	President's Day
Friday, April 6	Good Friday
Monday, May 28	Memorial Day
Wednesday, July 4	Independence Day
Monday, September 3	Labor Day
Monday, November 12	Veterans' Day Observance
Thursday, November 22	Thanksgiving Day
Friday, November 23	Friday after Thanksgiving
Monday, December 24	Christmas Eve
Tuesday, December 25	Christmas Day
Monday, December 31	New Year's Eve
Tuesday, January 1 (2008)	New Year's Day

# MEMO

**To:** Paul Beachnau  
**From:** Bill Michaels  
**Date:** November 9, 2006  
**Subject:** Request for Rate Increase

The Sportsplex Board met on Wednesday, November 8, 2006 and voted to request a rate increase of \$15/hour on ice usage and \$15/hr on pool usage.

- Ice Rink Rate from \$135/hr residents (\$160 non-residents) to \$150/hr and \$175/hr respectively
- Pool Rate from \$95/hr residents (\$105/hr non-residents) to \$110/hr and \$120/hr respectively.

This increase will go into effect as of 1/1/07. Any contract signed prior to 11/10/06 will be honored at the price quoted on the contract.

No increase is requested at this time in the public swim and open skate rates.

Signed Thomas Buckingham

Signed Bill Michaels

- Reply Requested:** When action is taken by the County Board of Commissioners

BALANCE SHEET - BOARD DISCRETIONARY FUNDS - OCTOBER 31, 2006

	GENERAL FUND	BUDGET STABILIZATION	LEGAL DEFENSE	REVENUE SHARING	HEALTH CARE
<b>ASSETS</b>					
CASH	2,169,362.71	300,000.00	36,686.67	-	102,923.65
INVESTMENTS	990,000.00	-	-	-	515,246.56
IMPREST CASH	10,815.00	-	-	-	-
TAXES RECEIVABLE	1,682,661.66	-	-	-	-
DUE FROM CRAWFORD	-	-	-	-	-
DUE FROM KALKASKA	-	-	-	-	-
ACCOUNTS RECEIVABLE	24,086.00	-	-	-	86.63
DUE FROM OTHER FUNDS	-	-	-	1,873,396.40	-
POSTAGE INVENTORY	4,263.72	-	-	-	-
SUPPLIES INVENTORY	10,910.55	-	-	-	-
PREPAID EXPENSE	1,290.00	-	-	-	-
LONG TERM ADVANCE TO EMS	33,274.24	-	-	-	-
<b>TOTAL ASSETS</b>	<u>4,926,663.88</u>	<u>300,000.00</u>	<u>36,686.67</u>	<u>1,873,396.40</u>	<u>618,256.84</u>
<b>LIABILITIES</b>					
ACCOUNTS PAYABLE	145,778.35	-	1,305.80	-	-
ACCRUED WAGES PAYABLE	-	-	-	-	-
DUE TO OTHER FUNDS	1,873,396.40	-	-	-	-
DUE TO CRAWFORD COUNTY	32,842.35	-	-	-	-
DUE KALKASKA COUNTY	25,448.09	-	-	-	-
ADVANCE FROM CRAWFORD	-	-	-	-	-
ADVANCE FROM KALKASKA	-	-	-	-	-
RETENTION FUND LIABILITY	224,320.69	-	-	-	-
DEFERRED REVENUE	1,528,839.66	-	-	-	-
<b>TOTAL LIABILITIES</b>	<u>3,830,625.54</u>	<u>-</u>	<u>1,305.80</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCE</b>					
RESERVED/DESIGNATED	94,401.76	300,000.00	35,380.87	1,873,396.40	618,256.84
UNRESERVED	1,001,636.58	-	-	-	-
<b>TOTAL FUND BALANCE</b>	<u>1,096,038.34</u>	<u>300,000.00</u>	<u>35,380.87</u>	<u>1,873,396.40</u>	<u>618,256.84</u>
<b>TOTAL LIABS &amp; FUND BALANCE</b>	<u>4,926,663.88</u>	<u>300,000.00</u>	<u>36,686.67</u>	<u>1,873,396.40</u>	<u>618,256.84</u>

GENERAL FUND -- YEAR TO DATE BUDGET REPORT -- OCTOBER 31, 2006

REVENUES	ORIGINAL BUDGET	AMEND- MENTS	AMENDED BUDGET	YTD ACTUAL	ENCUM- BRANCES	AVAILABLE BUDGET	% COLLECTED
PROPERTY TAXES	4,500,804	-	4,500,804	3,977,369	-	523,435	88.37%
STATE UNRESTRICT	162,872	16,459	179,331	147,883	-	31,448	82.46%
INTEREST EARNINGS	60,000	-	60,000	137,860	-	(77,860)	229.77%
OTHER REVENUE	98,307	(20,310)	77,997	14,981	-	63,016	19.21%
TRANSFERS IN FROM OTHER FUNDS	810,778	90,039	900,817	889,466	-	11,351	98.74%
46TH TRIAL COURT	1,647,807	(27,316)	1,620,491	1,166,380	-	454,111	71.98%
CIRCUIT COURT	256,187	-	256,187	223,526	-	32,661	87.25%
NOT SHARED COURT EXPENSES	54,956	-	54,956	30,041	-	24,915	54.66%
DISTRICT COURT	658,401	-	658,401	538,894	-	119,507	81.85%
FRIEND OF THE COURT GEN FD	778,161	-	778,161	486,277	-	291,884	62.49%
PROBATE COURT	343,355	32,148	375,503	317,039	-	58,464	84.43%
FAMILY COUNSELING	-	5,000	5,000	6,220	-	(1,220)	124.40%
CLERK	-	381,730	381,730	300,900	-	80,830	78.83%
TREASURER	-	1,300	1,300	1,781	-	(481)	137.00%
EQUALIZATION	-	42,125	42,125	30,404	-	11,721	72.18%
MSU EXTENSION	-	13,862	13,862	9,347	-	4,515	67.43%
PROSECUTOR	-	43,497	43,497	55,745	-	(12,248)	128.16%
SHERIFF	-	17,200	17,200	21,888	-	(4,688)	127.26%
CIVIL DIVISION	-	31,000	31,000	23,131	-	7,869	74.62%
REMONUMENTATION	30,000	25,448	55,448	22,179	-	33,269	40.00%
MOTORCYCLE SAFETY EDUCATION	-	66,981	66,981	58,959	-	8,022	88.02%
MARINE SAFETY	-	12,235	12,235	-	-	12,235	0.00%
SECONDARY ROAD PATROL	-	63,000	63,000	47,869	-	15,131	75.98%
JAIL	-	63,500	63,500	49,927	-	13,573	78.63%
EMERGENCY SERVICES	-	50,564	50,564	45,688	-	4,876	90.36%
PLANNING AND ZONING	-	29,400	29,400	23,107	-	6,293	78.60%
ELIMINATED ORGS	-	(745,770)	-	-	-	-	0.00%
<b>TOTAL REVENUES</b>	<b>10,147,398</b>	<b>192,092</b>	<b>10,339,490</b>	<b>8,626,861</b>	-	<b>1,712,629</b>	<b>83.44%</b>

**GENERAL FUND -- YEAR TO DATE BUDGET REPORT -- OCTOBER 31, 2006**

<u>EXPENDITURES</u>	<u>ORIGINAL BUDGET</u>	<u>AMENDMENTS</u>	<u>AMENDED BUDGET</u>	<u>YTD ACTUAL</u>	<u>ENCUMBRANCES</u>	<u>AVAILABLE BUDGET</u>	<u>% SPENT</u>
101E101 COMMISSIONERS	189,185	-	189,185	145,222	-	43,963	76.76%
101E105 OTHER LEGISLATIVE	18,981	-	18,981	18,981	-	(0)	100.00%
101E130 46TH CIRCUIT TRIAL COURT	2,705,666	-	2,705,666	2,011,341	567	693,758	74.36%
101E131 CIRCUIT COURT	252,216	-	252,216	234,195	-	18,021	92.85%
101E133 NOT SHARED COURT EXPEN	54,956	-	54,956	39,614	-	15,342	72.08%
101E141 FRIEND OF THE COURT	839,700	-	839,700	648,039	-	191,661	77.18%
101E145 JURY COMMISSION	11,100	-	11,100	5,136	-	5,964	46.27%
101E148 PROBATE COURT	327,003	4,832	331,835	264,666	-	67,169	79.76%
101E166 FAMILY COUNSELING SERVIK	1,092	5,000	6,092	5,705	-	387	93.65%
101E172 COUNTY ADMINSTRATOR	103,643	-	103,643	77,732	-	25,911	75.00%
101E201 FINANCE DEPARTMENT	103,246	-	103,246	77,435	-	25,811	75.00%
101E215 COUNTY CLERK/ROD	325,953	-	325,953	266,150	251	59,552	81.73%
101E223 EXTERNAL AUDIT	45,000	-	45,000	40,000	-	5,000	88.89%
101E228 INFORMATION TECHNOLOGY	77,260	-	77,260	49,092	-	28,168	63.54%
101E253 TREASURER	136,942	-	136,942	109,511	-	27,431	79.97%
101E257 EQUALIZATION	244,478	4,000	248,478	193,281	-	55,197	77.79%
101E261 COOPERATIVE EXTENSION	84,281	1,500	85,781	42,097	-	43,684	49.07%
101E262 ELECTIONS	26,300	13,128	39,428	27,343	-	12,085	69.35%
101E264 JOINT BLDG AUTHORITY	-	100	100	-	-	100	0.00%
101E265 BUILDING AND GROUNDS	330,568	24,024	354,592	273,176	-	81,416	77.04%
101E267 PROSECUTOR	513,247	6,372	519,619	437,975	-	81,644	84.29%
101E270 HUMAN RESOURCES	31,470	-	31,470	23,603	-	7,867	75.00%
101E278 SURVEYOR	200	-	200	-	-	200	0.00%
101E280 SOIL CONSERVATION DISTRI	4,000	-	4,000	-	-	4,000	0.00%
101E301 SHERIFF	815,453	-	815,453	664,886	-	150,567	81.54%
101E302 SHERIFF - CIVIL DIVISION	52,973	-	52,973	29,573	-	23,400	55.83%
101E305 SANE	10,000	-	10,000	10,000	-	-	100.00%
101E320 JUSTICE TRAINING	6,200	-	6,200	2,258	-	3,942	36.42%
101E331 MARINE SAFETY	-	12,235	12,235	3,673	-	8,562	30.02%
101E332 MOTORCYCLE SAFETY EDUC	40,918	23,926	64,844	57,959	-	6,885	89.38%
101E334 SECONDARY ROAD PATROL	71,220	-	71,220	42,244	-	28,976	59.31%
101E351 JAIL	892,218	32,441	924,659	732,110	1,716	190,833	79.36%
101E427 EMERGENCY SERVICES	52,333	22,564	74,897	63,412	-	11,485	84.67%

**GENERAL FUND - - YEAR TO DATE BUDGET REPORT - - OCTOBER 31, 2006**

<u>EXPENDITURES</u>	<u>ORIGINAL BUDGET</u>	<u>AMENDMENTS</u>	<u>AMENDED BUDGET</u>	<u>YTD ACTUAL</u>	<u>ENCUMBRANCES</u>	<u>AVAILABLE BUDGET</u>	<u>% SPENT</u>
101E445 DRAINS--PUBLIC BENEFIT	2,500	-	2,500	-	-	2,500	0.00%
101E450 REMONUMENTATION	30,000	25,448	55,448	10,553	-	44,895	19.03%
101E601 DISTRICT HEALTH	176,248	-	176,248	176,248	-	-	100.00%
101E605 COMMUNICABLE DISEASES	500	-	500	500	-	-	100.00%
101E631 SUBSTANCE ABUSE	67,766	6,176	73,942	73,942	-	-	100.00%
101E648 MEDICAL EXAMINER	80,280	-	80,280	64,332	-	15,948	80.13%
101E649 MENTAL HEALTH	94,003	-	94,003	47,001	-	47,002	50.00%
101E681 VETERANS BURIAL	8,000	-	8,000	5,880	-	2,120	73.50%
101E682 VETERANS AFFAIRS	24,584	-	24,584	17,696	-	6,888	71.98%
101E721 PLANNING / ZONING	97,965	(41,161)	56,804	43,713	-	13,091	76.95%
101E729 CHAMBER OF COMMERCE	1,000	-	1,000	1,000	-	-	100.00%
101E731 ECONOMIC ALLIANCE	-	-	-	-	-	-	0.00%
101E851 INSURANCE AND BONDS	444,150	141,507	585,657	253,281	-	332,376	43.25%
101E853 HEALTH CARE RETIREES	125,000	-	125,000	81,629	-	43,371	65.30%
101E864 DISTRIBUTIVE SERVICES	27,600	-	27,600	29,968	-	(2,368)	108.58%
101E941 CONTINGENCY	100,000	(70,256)	29,744	-	-	29,744	0.00%
101E961 APPROPRIATION TO HUMAN	3,500	-	3,500	3,500	-	-	100.00%
101E962 APPROPRIATION TO LGL DFS	-	17,756	17,756	17,756	-	-	100.00%
101E966 APPROPRIATION - AIRPORT	87,000	-	87,000	65,250	-	21,750	75.00%
101E967 APPROPRIATION - CHILD CAI	325,000	-	325,000	243,750	-	81,250	75.00%
101E968 APPROPRIATION - LAW LIBR,	-	-	-	-	-	-	0.00%
101E970 APPROPRIATION - EQUIP FUJ	75,000	(37,500)	37,500	37,500	-	-	100.00%
101E971 APPROPRIATION - SLDRS SL	5,000	-	5,000	3,750	-	1,250	75.00%
101E978 APPROPRIATION - MAPPING	4,500	-	4,500	2,811	-	1,689	62.47%
<b>TOTAL EXPENDITURES</b>	<b>10,147,398</b>	<b>192,092</b>	<b>10,339,490</b>	<b>7,776,469</b>	<b>2,534</b>	<b>2,560,487</b>	<b>75.24%</b>

**FUND INCOME/(LOSS)**

**850,392**

**PRIOR FUND BALANCE, 1/1/06**

**151,245**

**CHANGE IN FUND BALANCE**

**850,392**

**CURRENT FUND BALANCE, 10/31/06**

**1,001,637**

**BUDGET STABILIZATION FUND - - YEAR TO DATE BUDGET REPORT - - OCTOBER 31, 2006**

	<u>ORIGINAL BUDGET</u>	<u>AMEND-AMENTS</u>	<u>AMENDED BUDGET</u>	<u>YTD ACTUAL</u>	<u>ENCUM- BRANCES</u>	<u>AVAILABLE BUDGET</u>	<u>YTD %</u>
<b>REVENUES</b>							
BUDGETED USE OF FUND BALANCE	263,000	-	263,000	-	-	263,000	0.00%
<b>EXPENDITURES</b>							
257E999 TRANSFER OUT	263,000	-	263,000	251,254	-	11,746	95.53%
<b>FUND INCOME/(LOSS)</b>				<b>(251,254)</b>			
PRIOR FUND BALANCE, 1/1/06	551,254						
CHANGE IN FUND BALANCE	<u>(251,254)</u>						
CURRENT FUND BALANCE, 10/31/06	300,000						

**LEGAL DEFENSE FUND - - YEAR TO DATE BUDGET REPORT - - OCTOBER 31, 2006**

	<u>ORIGINAL BUDGET</u>	<u>AMEND-AMENTS</u>	<u>AMENDED BUDGET</u>	<u>YTD ACTUAL</u>	<u>ENCUM- BRANCES</u>	<u>AVAILABLE BUDGET</u>	<u>YTD %</u>
<b>REVENUES</b>							
BUDGETED USE OF FUND BALANCE	24,000	92,756	116,756	17,756	-	99,000	15.21%
<b>EXPENDITURES</b>							
260E130 46TH CIRCUIT TRIAL CT	24,000	60,000	84,000	65,869	-	18,131	78.42%
260E270 HUMAN RESOURCES	-	32,756	32,756	22,897	-	9,859	100.00%
TOTAL EXPENDITURES	24,000	92,756	116,756	88,766	-	27,990	76.03%
<b>FUND INCOME/(LOSS)</b>				<b>(71,010)</b>			
PRIOR FUND BALANCE, 1/1/06	106,390						
CHANGE IN FUND BALANCE	<u>(71,010)</u>						
CURRENT FUND BALANCE, 10/31/06	35,380						

**REVENUE SHARING RESERVE FUND -- YEAR TO DATE BUDGET REPORT -- OCTOBER 31, 2006**

	<u>ORIGINAL BUDGET</u>	<u>AMENDMENTS</u>	<u>AMENDED BUDGET</u>	<u>YTD ACTUAL</u>	<u>ENCUMBRANCES</u>	<u>AVAILABLE BUDGET</u>	<u>YTD %</u>
<b>REVENUES</b>							
PROPERTY TAXES	1,462,159	-	1,462,159	-	-	1,462,159	0.00%
<b>EXPENDITURES</b>							
285E941 ADDITION TO FUND BALANCE	1,054,350	-	1,054,350	-	-	1,054,350	0.00%
285E999 TRANSFER OUT	407,809	395	408,204	408,204	-	-	100.00%
TOTAL EXPENDITURES	1,462,159	395	1,462,554	408,204	-	1,054,350	27.91%

**(408,204)**

**PRIOR FUND BALANCE, 1/1/06** 2,281,600  
**CHANGE IN FUND BALANCE** (408,204)  
**CURRENT FUND BALANCE, 10/31/06** 1,873,396

**HEALTH CARE FUND -- YEAR TO DATE BUDGET REPORT -- OCTOBER 31, 2006**

	<u>ORIGINAL BUDGET</u>	<u>AMENDMENTS</u>	<u>AMENDED BUDGET</u>	<u>YTD ACTUAL</u>	<u>ENCUMBRANCES</u>	<u>AVAILABLE BUDGET</u>	<u>YTD %</u>
<b>REVENUES</b>							
INTEREST EARNINGS	-	-	-	17,780	-	(17,780)	100.00%
CHARGES FOR SERVICES	1,745,624	-	1,745,624	1,317,681	-	427,943	75.48%
TOTAL REVENUES	1,745,624	-	1,745,624	1,335,461	-	410,163	76.50%
<b>EXPENDITURES</b>							
647E851 HEALTH INSURANCE	1,260,000	-	1,260,000	1,147,220	-	112,780	91.05%
647E941 ADDITION TO FUND BALANCE	415,639	-	415,639	-	-	415,639	0.00%
647E999 TRANSFER OUT	69,985	-	69,985	69,985	-	-	100.00%
TOTAL EXPENDITURES	1,745,624	-	1,745,624	1,217,205	-	528,419	69.73%
<b>FUND INCOME/(LOSS)</b>				118,256			
<b>PRIOR FUND BALANCE, 1/1/06</b>	500,000						
<b>CHANGE IN FUND BALANCE</b>	118,256						
<b>CURRENT FUND BALANCE, 10/31/06</b>	618,256						

11/14/2006  
08:21 MAF

OTSEGO COUNTY  
PREPAID INVOICE LIST

PG 1  
apwarrnt

WARRANT: B2006-46 11/14/2006

VENDOR VENDOR NAME R INVOICE PO TYPE DUE DATE AMOUNT VOUCHER CHECK COMMENT

CASH ACCOUNT: 0001A 001000 CASH

1946 PHARMACARE 00000 7004581-576  
3434 NORTHWESTERN BAN 00000 SEPT-OCT-06

DD 11/03/2006  
INV 11/06/2006

11,747.19 21145  
1,652.59 21146

14511 EX 10/16/06 - 10/31/06  
15618 SEPT 16-OCT 16, 2006

-----  
13,399.78 CASH ACCOUNT 0001A 001000 TOTAL

11/14/2006  
08:21 MAF

OTSEGO COUNTY  
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH WARRANT: B2006-46 11/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
2058	IMPREST CASH-OTSEGO GARN 1 101E131 726000	00002 CIRCT CT		INV SUPPLIES	11/14/2006	564.00	11-09-06	21362	
2058	IMPREST CASH-OTSEGO GARN 1 101E131 726000	00002 CIRCT CT		INV SUPPLIES	11/14/2006	180.00	11-13-06	21365	
2058	IMPREST CASH-OTSEGO GARN 1 101E131 726000	00002 CIRCT CT		INV SUPPLIES	11/14/2006	480.00	11-2-06	21193	
				CHECK TOTAL		1,224.00			
1091	IMPREST CASH - JURY FUND 1 101E131 930940	00002 CIRCT CT		INV WITNESS	11/14/2006	49.30	06-19088-FY	21142	
1091	IMPREST CASH - JURY FUND 1 101E131 930930	00002 CIRCT CT		INV JURY SVCS	11/09/2006	18.10	10-31-06	21138	
				CHECK TOTAL		67.40			
1091	46TH CIRCUIT TRIAL COURT 1 1010136 606010	00006 DISTCT		INV COURT CST	11/20/2006	15.00	06-3666-GC1	21213	
				CHECK TOTAL		15.00			
1477	ACCURINT 1 101E131 940010 2 101E141 940010 3 215E141 940010	00000 CIRCT CT FOC FOC		INV OUTSIDE OUTSIDE OUTSIDE	11/14/2006	8.50 3.61 .64	1006988-1006	21191	
				CHECK TOTAL		12.75			
1570	ALLTEL 1 261E427 726000	0000042700250 EMGR SVCS		INV SUPPLIES	11/06/2006	74.63	OCT-21-06	21179	
				CHECK TOTAL		74.63			
1570	ALLTEL 1 101E131 930210	00001 CIRCT CT		INV TELEPHONE	11/14/2006	117.68	11-04-06	21360	
				CHECK TOTAL		117.68			
1828	ALPINE COMPUTERS 1 0701L 271000	00000 GEN AGENCY		INV RESTITUT	11/03/2006	2,268.91	64014	21130	
				CHECK TOTAL		2,268.91			
1485	ALS MARKET	00000		INV	11/03/2006		64637	21133	

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 3  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-46 11/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1549 ANDYS BP	1 0701L 271000	00000	GEN AGENCY	RESTITUT		30.00			
						CHECK TOTAL			
1549 ANDYS BP	1 0701L 271000	00000	GEN AGENCY	INV 11/03/2006 RESTITUT		23.00	63907	21137	
						CHECK TOTAL			
1549 ANDYS BP	1 0701L 271000	00000	GEN AGENCY	INV 11/03/2006 RESTITUT		50.00	66757-68343	21116	
						CHECK TOTAL			
2863 ANGEL OPPERMAN	1 212E430 940010	0000043000514	ANM CTRL	OUTSIDE	11/06/2006	300.00	10-24-31-06	21247	
						CHECK TOTAL			
4195 ARBYS RESTAURANT	1 0701L 271000	00000	GEN AGENCY	INV 11/03/2006 RESTITUT		692.33	60529-61439	21121	
						CHECK TOTAL			
1412 ARCH WIRELESS	1 101E131 920520	00000	CIRCT CT	RENT-VEHC	11/02/2006	34.76	P7381820K	21187	
						CHECK TOTAL			
2625 ARROW SANITATION	1 637E265 940010	00000	BLDG GRNDS	OUTSIDE	11/06/2006	344.25	OCT-EXTRA06	21184	
						CHECK TOTAL			
1377 ARROW UNIFORM RENTAL	1 588E699 940010	0000169901129	OPERATIONS	OUTSIDE	11/06/2006	35.21	06804780	21150	
						CHECK TOTAL			
4200 ALICIA ATCHISON	1 0701L 271130	00000	GEN AGENCY	RESTITUT	11/20/2006	25.00	10-31-06	21214	
						CHECK TOTAL			
2464 AUTO OWNERS INSURANCE COM	1 0701L 271000	00000	GEN AGENCY	RESTITUT	11/03/2006	935.23	THRU-102606	21136	
						CHECK TOTAL			

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 4  
apwarrnt

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-46 11/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
2715	AUTO OWNERS INSURANCE CO. 1 0701L 271000	00000	GEN AGENCY	INV RESTITUT	11/02/2006	65.25	68426	21354	
				CHECK TOTAL		65.25			
1027	AVFUEL CORPORATION 1 281E537 930664	0000053700121	AIRPORT	INV AIRPL FUEL	11/06/2006	15,038.19	002161243	21147	
				CHECK TOTAL		15,038.19			
3687	ANN BERRY 1 0701L 271000	00000	GEN AGENCY	INV RESTITUT	11/02/2006	5.00	68344	21090	
				CHECK TOTAL		5.00			
1980	JACQUELINE BONKOWSKI 1 737E130 940110	00000	COURT	INV HLTH RET	11/14/2006	220.00	11-08-06	21292	
				CHECK TOTAL		220.00			
1001	SHARI L BUKOWSKI 1 737E130 940110	00000	COURT	INV HLTH RET	11/14/2006	220.00	11-08-06	21291	
				CHECK TOTAL		220.00			
3370	BUSY BEE 1 0701L 271130	00000	GEN AGENCY	INV RESTITUT	11/20/2006	40.00	10-31-06	21215	
				CHECK TOTAL		40.00			
3111	BRADLEY BUTCHER 1 0701L 271130	00000	GEN AGENCY	INV RESTITUT	11/20/2006	50.00	10-31-06	21216	
				CHECK TOTAL		50.00			
4201	RICHARD CARTER 1 0701L 271130	00000	GEN AGENCY	INV RESTITUT	11/20/2006	50.00	10-31-06	21217	
				CHECK TOTAL		50.00			
3326	CHAPTER 1 281E537 940010	0000053700126	AIRPORT	INV OUTSIDE	11/06/2006	100.05	OCT-06-AIRPT	21182	
				CHECK TOTAL		100.05			
1888	CHUDZINSKI, JULIE L 1 101E131 726000	00000	CIRCT CT	INV SUPPLIES	11/14/2006	20.94	11-07-06	21285	
				CHECK TOTAL		20.94			

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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-46 11/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1793 ROBERT CISZEWSKI	1 0701L 271130	00000	GEN AGENCY	INV	11/20/2006	50.00	10-31-06	21218	
				RESTITUT		50.00			
						50.00			
1059 CONSUMERS ENERGY	1 588E699 930620	0000069901125	OPERATIONS	INV	11/06/2006	1,448.33	2472061006	21149	
				ELECTRIC		1,448.33			
2055 U.S. POSTAL SERVICE (POST)	1 0101A 103000	00000	GF ASSET	INV	11/06/2006	1,000.00	41665563-100	21151	
				POST INV		1,000.00			
1364 DELAGE LANDEN FINANCIAL S	1 101E131 920520	00001	CIRCT CT	INV	12/01/2006	342.40	06121587575	21359	
				RENT-VEHC		342.40			
1962 JULIE DELANEY	1 101E131 930210	00000	CIRCT CT	INV	11/14/2006	23.00	10-31-06	21355	
				TELEPHONE		23.00			
1930 DOUBLE G DRYWALL	1 0701L 271130	00000	GEN AGENCY	INV	11/20/2006	20.00	10-31-06	21223	
				RESTITUT		20.00			
1492 DTE ENERGY	1 637E265 930610	00000	ALPCT BLDG GRNDS	INV	11/06/2006	4,103.36	0000181006	21154	
				NATURL GAS		4,103.36			
1492 DTE ENERGY	1 637E265 930610	00000	ALPCT BLDG GRNDS	INV	11/06/2006	740.46	0000341006	21153	
				NATURL GAS		740.46			
1492 DTE ENERGY	1 212E430 930610	0000043000510	ANM CTRL	INV	11/06/2006	214.53	30000101006	21248	
				NATURL GAS		214.53			
1492 DTE ENERGY	1 281E537 930610	0000053700125	AIRPORT	INV	11/06/2006	19.28	4000141006	21181	
				NATURL GAS		19.28			
1492 DTE ENERGY	1 637E265 930610	00000	CRTHS BLDG GRNDS	INV	11/06/2006	3,303.37	6000151006	21185	
				NATURL GAS		3,303.37			

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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-46 11/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1492 DTE ENERGY	930610 ALPCT BLDG GRNDS	00000		INV	11/06/2006	468.55	6000681006	21152	
1 637E265				NATURL GAS					
1492 DTE ENERGY	930610 ALPCT BLDG GRNDS	00000		INV	11/06/2006	153.15	8000141006	21155	
1 637E265				NATURL GAS					
				CHECK TOTAL		9,002.70			
1082 DUNNS		00001		INV	11/02/2006	166.85	2615-OCT-06	21092	
1 101E131	726000	CIRCT CT		SUPPLIES		206.84			
2 101E131	920400	CIRCT CT		MAINT SVC					
				CHECK TOTAL		373.69			
3989 DYE, JOHN		00000		INV	11/03/2006	250.00	11-2006	21144	
1 101E853	940110	HLTH RETIR		HLTH RET					
				CHECK TOTAL		250.00			
1058 EMPIRIC SOLUTIONS INC		00000		INV	11/14/2006	150.90	3510	21189	
1 101E131	940010	CIRCT CT		OUTSIDE					
1058 EMPIRIC SOLUTIONS INC		00000		INV	11/06/2006	128.70	3513	21186	
1 101E101	726000	BOC		SUPPLIES		119.70			
2 249E371	920400	BUILDING		MAINT SVC		180.00			
3 208E751	726050	PARKS		MAINT SUPP		225.90			
4 588E699	940010	OPERATIONS		OUTSIDE		74.70			
5 101E228	920400	IT		MAINT SVC		90.00			
6 101E301	940010	SHERIFF		OUTSIDE					
				CHECK TOTAL		819.00			
1058 EMPIRIC SOLUTIONS INC		00000		INV	11/06/2006	1,605.00	3514	21183	
1 101E228	801020	IT		PROFESSNL		1,605.00			
2 101E130	801030	TRIAL CT		TECHNICAL					
				CHECK TOTAL		3,210.00			
4060 FARM BUREAU INS		00000		INV	11/03/2006	472.87	THRU103006	21123	
1 0701L	271000	GEN AGENCY		RESTITUT					
				CHECK TOTAL		472.87			
4194 FARM BUREAU INSURANC		00000		INV	11/02/2006	1,990.00	11-02-06	21094	
1 0701L	271000	GEN AGENCY		RESTITUT					
				CHECK TOTAL		1,990.00			
1080 FIDLAR DOUBLEDAY INC		00000		INV	11/02/2006		MI15134	21293	
				CHECK TOTAL		1,990.00			
				CHECK TOTAL		1,990.00			

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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-46 11/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1	101E262 726000	ELECT		SUPPLIES		52.44			
				CHECK TOTAL		52.44			
1802	FIFTH THIRD BANK	00000	GEN AGENCY	INV	11/20/2006	50.00	-10-31-06	21225	
1	0701L 271130			RESTITUT					
1802	FIFTH THIRD BANK	00000	GEN AGENCY	INV	11/20/2006	40.00	10-31-06	21224	
1	0701L 271130			RESTITUT					
				CHECK TOTAL		90.00			
1099	FIRST NATIONAL BANK OF GA	00001	GEN AGENCY	INV	11/03/2006	11.73	63812	21135	
1	0701L 271000			RESTITUT					
				CHECK TOTAL		11.73			
1107	FUELMAN OF MICHIGAN	00000		INV	11/06/2006		NP7124811	21156	
1	101E721 930660		PLAN ZONE	GAS		116.24			
2	645E172 930660		ADMIN	GAS		80.83			
3	101E301 930660		SHERIFF	GAS		1,780.30			
4	208E752 930660		REC PGMS	GAS		111.30			
5	281E537 930660		AIRPORT	GAS		163.25			
6	249E371 930660		BUILDING	GAS		520.55			
7	212E430 930660		ANM CTRL	GAS		186.43			
8	637E265 930660		BLDG GRNDS	GAS		32.90			
9	210E651 700000		AMBULANCE	CU EXPENSE		1,794.00			
				CHECK TOTAL		4,785.80			
						4,785.80			
1054	GAYLORD CITY TREASURER	00000	GEN AGENCY	INV	11/20/2006	640.20	10-31-06	21211	
1	0701L 221000			DUE CITY					
				CHECK TOTAL		640.20			
1054	GAYLORD CITY TREASURER	00001	GEN AGENCY	INV	11/20/2006	50.00	-10-31-06	21219	
1	0701L 271130			RESTITUT					
				CHECK TOTAL		50.00			
2106	MARGARET GEE	00000	COURT	INV	11/14/2006	220.00	11-08-06	21290	
1	737E130 940110			HLTH RET					
				CHECK TOTAL		220.00			
1730	STEPHANY GODDARD	00000	CIRCT CT	INV	11/14/2006	220.00	92-5863-GA	21188	
1	101E131 930830			CARE GIVER					
				CHECK TOTAL		30.00			

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CASH ACCOUNT: 0001A 001000 CASH WARRANT: B2006-46 11/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
2	101E131 930500		CIRCT CT	TRAVEL		16.80			
				CHECK TOTAL		46.80			
4199	GREAT LAKES OIL FIELD SER	00000	GEN AGENCY	INV	11/20/2006		06-37465-SI	21212	
	1 0701L 286002			RFND DIST		10.00			
				CHECK TOTAL		10.00			
1937	HOPS & SCHNAPPS	00000	GEN AGENCY	INV	11/03/2006		PD-IN-FULL	21126	
	1 0701L 271000			RESTITUT		494.61			
1937	HOPS & SCHNAPPS	00000	GEN AGENCY	INV	11/02/2006		R-68344	21089	
	1 0701L 271000			RESTITUT		8.25			
				CHECK TOTAL		502.86			
1145	IMAGE FACTORY INC	00000	CIRCT CT	INV	11/30/2006		12083	21361	
	1 101E131 726000			SUPPLIES		825.00			
				CHECK TOTAL		825.00			
3809	JETS SUBSURFACE PUMP	00000	GEN AGENCY	INV	11/02/2006		68422	21352	
	1 0701L 271000			RESTITUT		50.00			
				CHECK TOTAL		50.00			
1152	JIMS ALPINE AUTOMOTIVE	00001	GEN AGENCY	INV	11/20/2006		10-31-06	21226	
	1 0701L 271130			RESTITUT		20.00			
				CHECK TOTAL		20.00			
1154	JOHNSON OIL COMPANY	00001	GEN AGENCY	INV	11/20/2006		--10-31-06	21229	
	1 0701L 271130			RESTITUT		15.45			
1154	JOHNSON OIL COMPANY	00001	GEN AGENCY	INV	11/20/2006		-10-31-06	21228	
	1 0701L 271130			RESTITUT		50.00			
1154	JOHNSON OIL COMPANY	00001	GEN AGENCY	INV	11/20/2006		10-31-06	21227	
	1 0701L 271130			RESTITUT		50.00			
				CHECK TOTAL		115.45			
1935	KOHL'S	00000	GEN AGENCY	INV	11/20/2006		-10-31-06	21231	
	1 0701L 271130			RESTITUT		15.00			
1935	KOHL'S	00000		INV	11/20/2006		10-31-06	21230	

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DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-46 11/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1 0701L	271130	GEN AGENCY		RESTITUT		35.10			
						50.10			
				CHECK TOTAL					
3645 DANIELLE KOWALSKI	271130	00000		INV 11/20/2006		25.00	10-31-06	21232	
1 0701L	271130	GEN AGENCY		RESTITUT		25.00			
						25.00			
				CHECK TOTAL					
4206 TERRI LEGG	286002	00000		INV 11/14/2006		21.00	06-586579-SI	21286	
1 0701L		GEN AGENCY		RFND DIST		21.00			
						21.00			
				CHECK TOTAL					
4202 ADAM MEAD	271130	00000		INV 11/20/2006		200.00	10-31-06	21233	
1 0701L		GEN AGENCY		RESTITUT		200.00			
						200.00			
				CHECK TOTAL					
1620 KEITH MIYAMOTO, M.D	271000	00000		INV 11/03/2006		639.00	64013	21131	
1 0701L		GEN AGENCY		RESTITUT		639.00			
						639.00			
				CHECK TOTAL					
1206 MOORE POWER ELECTRIC	271130	00000		INV 11/20/2006		60.00	10-31-06	21234	
1 0701L		GEN AGENCY		RESTITUT		60.00			
						60.00			
				CHECK TOTAL					
1367 OFFICE DEPOT INC	726000	00000		INV 11/09/2006		209.77	359298997	21140	
1 101E131		CIRCT CT		SUPPLIES		209.77			
						209.77			
				CHECK TOTAL					
1367 OFFICE DEPOT INC	726000	00001		INV 11/09/2006		469.95	359287289	21141	
1 101E131		CIRCT CT		SUPPLIES		469.95			
						469.95			
				CHECK TOTAL					
1367 OFFICE DEPOT INC	726000	00001		INV 11/30/2006		261.80	360318506	21363	
1 101E131		CIRCT CT		SUPPLIES		261.80			
						731.75			
				CHECK TOTAL					
1234 OTSEGO COUNTY CLERKS OFFI	271130	00004		INV 11/20/2006		175.00	10-31-06	21235	
1 0701L		GEN AGENCY		RESTITUT		175.00			
						175.00			
				CHECK TOTAL					

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PG 10  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-46 11/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
2649 OTSEGO COUNTY TREAS	00000			INV	11/02/2006		EXPENSES	21093	
1 617E253 726000	TAX FORECL			SUPPLIES		99.29			
2 101E253 726000	TREASURER			SUPPLIES		4.24			
				CHECK TOTAL		103.53			
				CHECK TOTAL		103.53			
4135 MICHELLE PEARSON	00000			INV	11/20/2006		10-31-06	21236	
1 0701L 271130	GEN AGENCY			RESTITUT		50.00			
				CHECK TOTAL		50.00			
				CHECK TOTAL		50.00			
3688 ANGIE PERRY	00000			INV	11/02/2006		68344	21091	
1 0701L 271000	GEN AGENCY			RESTITUT		11.75			
				CHECK TOTAL		11.75			
				CHECK TOTAL		11.75			
1456 PRESTON FEATHER BUILDING	00001			INV	11/20/2006		10-31-06	21237	
1 0701L 271130	GEN AGENCY			RESTITUT		20.00			
				CHECK TOTAL		20.00			
				CHECK TOTAL		20.00			
2992 RED WING PRODUCTS	00000			INV	11/03/2006		61335-64142	21122	
1 0701L 271000	GEN AGENCY			RESTITUT		180.00			
				CHECK TOTAL		180.00			
				CHECK TOTAL		180.00			
1792 DARREN RIVARD	00000			INV	11/20/2006		10-31-06	21238	
1 0701L 271130	GEN AGENCY			RESTITUT		20.00			
				CHECK TOTAL		20.00			
				CHECK TOTAL		20.00			
1818 FRED & SHIRLEY ROSS	00000			INV	11/03/2006		THRU-103006	21125	
1 0701L 271000	GEN AGENCY			RESTITUT		820.81			
				CHECK TOTAL		820.81			
				CHECK TOTAL		820.81			
2993 GREG & KIMBERLY ROSS	00000			INV	11/03/2006		THRU-103006	21124	
1 0701L 271000	GEN AGENCY			RESTITUT		663.90			
				CHECK TOTAL		663.90			
				CHECK TOTAL		663.90			
2060 SANE	00000			INV	11/03/2006		59449-68038	21118	
1 0701L 271000	GEN AGENCY			RESTITUT		302.29			
				CHECK TOTAL		302.29			
				CHECK TOTAL		302.29			
2060 SANE	00000			INV	11/03/2006		59694-61738	21128	
1 0701L 271000	GEN AGENCY			RESTITUT		60.00			
				CHECK TOTAL		60.00			
				CHECK TOTAL		60.00			

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 11  
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CASH ACCOUNT: 0001A 001000 CASH WARRANT: B2006-46 11/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
2060 SANE	1 0701L 271000	0000	GEN AGENCY	INV	11/03/2006	105.00	63422-63777	21127	
				RESTITUT					
2060 SANE	1 0701L 271000	0000	GEN AGENCY	INV	11/03/2006	340.00	63963-64220	21129	
				RESTITUT					
2060 SANE	1 0701L 271000	0000	GEN AGENCY	INV	11/03/2006	120.00	66107	21132	
				RESTITUT					
2060 SANE	1 0701L 271000	0000	GEN AGENCY	INV	11/03/2006	30.00	66693	21120	
				RESTITUT					
				CHECK TOTAL		957.29			
2191 SATURN BOOKSELLERS	1 0701L 271130	0000	GEN AGENCY	INV	11/20/2006	3.09	10-31-06	21245	
				RESTITUT					
2191 SATURN BOOKSELLERS	1 0701L 271130	0000	GEN AGENCY	INV	11/20/2006	1.20	5-31-06	21242	
				RESTITUT					
2191 SATURN BOOKSELLERS	1 0701L 271130	0000	GEN AGENCY	INV	11/20/2006	3.60	6-30-06	21243	
				RESTITUT					
2191 SATURN BOOKSELLERS	1 0701L 271130	0000	GEN AGENCY	INV	11/20/2006	2.70	9-30-06	21244	
				RESTITUT					
				CHECK TOTAL		10.59			
1274 SECRETARY OF STATE	1 0701L 228030	00000	GEN AGENCY	INV	11/20/2006	652.00	10-31-06	21210	
				DL REINST					
				CHECK TOTAL		652.00			
3152 SIMMONS & SON BUILDERS	1 233E690 940010 5CDBG HOUSING	00000690000390	HOUSING	INV	11/06/2006	7,139.86	142005	21148	
				OUTSIDE					
				CHECK TOTAL		7,139.86			
2795 ARTHUR SMITH	1 101E131 930830	00000	CIRCT CT	INV	11/14/2006	30.00	06-7686-GA	21284	
	2 101E131 930500		CIRCT CT	CARE GIVER TRAVEL		7.20			
				CHECK TOTAL		37.20			
				CHECK TOTAL		37.20			
4209 SONIC TECHNOLOGY PRODUCTS	1 101E131 726000	00000	CIRCT CT	INV	11/30/2006	120.06	2437	21358	
				SUPPLIES					
				CHECK TOTAL		120.06			

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OTSEGO COUNTY  
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-46 11/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
3063 SPARTAN STORES LLC	1 101E131 930930	00000	CIRCT CT	INV JURY SVCS	11/14/2006	13.27	489322	21294	
3063 SPARTAN STORES LLC	1 101E131 930930	00000	CIRCT CT	INV JURY SVCS	11/14/2006	11.98	489707	21295	
				CHECK TOTAL		120.06			
1296 STATE OF MICHIGAN	1 0701L 228020	00000	GEN AGENCY	INV CNSRVTN	11/20/2006	20.00	10-30-06	21209	
	2 0701L 228037	00000	GEN AGENCY	CRIME VICT		1,792.45			
	3 0701L 228042	00000	GEN AGENCY	ST CRT FND		260.00			
	4 0701L 228057	00000	GEN AGENCY	JUROR COMP		662.00			
	5 0701L 228058	00000	GEN AGENCY	CIVIL FILE		4,606.00			
	6 0701L 228059	00000	GEN AGENCY	JSTCE SYS		19,282.50			
				CHECK TOTAL		26,622.95			
1532 STATE OF MICHIGAN - DNR	1 0701L 271130	00000	GEN AGENCY	INV RESTITUT	11/20/2006	60.00	10-31-06	21222	
				CHECK TOTAL		60.00			
2289 STATE OF MICHIGAN BUREAU	1 0701L 271130	00001	GEN AGENCY	INV RESTITUT	11/20/2006	100.00	-10-31-06	21221	
				CHECK TOTAL		100.00			
2289 STATE OF MICHIGAN BUREAU	1 0701L 271130	00002	GEN AGENCY	INV RESTITUT	11/20/2006	200.00	10-31-06	21220	
				CHECK TOTAL		200.00			
4192 DALE STIELER	1 0701L 271000	00000	GEN AGENCY	INV RESTITUT	11/03/2006	1,357.58	58806-60147	21117	
				CHECK TOTAL		1,357.58			
1307 TARGET INFORMATION MANAGE	1 101E131 726000	00000	CIRCT CT	INV SUPPLIES	11/14/2006	27.58	243372	21143	
				CHECK TOTAL		27.58			
1347 TELEPHONE SUPPORT SYSTEMS	1 101E131 920400	00000	CIRCT CT	INV MAINT SVC	11/14/2006	44.50	35108	21190	
				CHECK TOTAL		44.50			

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 13  
apwarrnt

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-46 11/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1979 THERESA'S TRANSCRIPTION S	1 101E131 801030	00000	CIRCT CT	INV	11/14/2006	91.65	7216	21349	
				TECHNICAL					
						44.50			
						91.65			
						91.65			
3071 TITLE CHECK LLC	1 0516L 228051 TAX04 DELQ TAX	00000		INV	11/02/2006	1,540.00	PROP-INSPEC	21157	
				TLT SRCH					
						1,540.00			
						1,540.00			
1315 TREETOPS SYLVAN RESORT	1 0701L 271130	00001	GEN AGENCY	INV	11/20/2006	175.00	10-31-06	21239	
				RESTITUT					
						175.00			
						175.00			
1321 US POSTAL SERVICE	1 0701L 271000	00001	GEN AGENCY	INV	11/02/2006	25.00	68431	21351	
				RESTITUT					
						25.00			
						25.00			
2113 UPPER LAKES TIRE	1 0701L 271130	00000	GEN AGENCY	INV	11/20/2006	55.00	10-31-06	21240	
				RESTITUT					
						55.00			
						55.00			
1870 UPS	1 101E215 930450	00000	CLERK/ROD	INV	11/02/2006	8.77	424006436	21115	
				SHIP/MAIL					
						8.77			
						8.77			
1122 VERIZON NORTH	1 261E427 930210	0000042700249	EMGR SVCS	INV	11/06/2006	833.66	998900988116	21180	
				TELEPHONE					
						833.66			
						833.66			
2406 VILLAGE MARKET	1 0701L 271000	00000	GEN AGENCY	INV	11/02/2006	9.75	68425	21353	
				RESTITUT					
						9.75			
2406 VILLAGE MARKET	1 0701L 271000	00000	GEN AGENCY	INV	11/03/2006	139.77	THRU-102006	21119	
				RESTITUT					
						139.77			
						149.52			
4197 TROY AND THERSA WARDEN	1 0701L 255000	0000043000516	GEN AGENCY	INV	11/06/2006	25.00	REFUND	21246	
				CUST DEP					
						25.00			

OTSEGO COUNTY  
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH WARRANT: B2006-46 11/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1413 WASTE MANAGEMENT	1 212E430 940010	00000430000509	ANM CTRL	INV OUTSIDE	11/06/2006	71.65	0386159-1838	21249	
						CHECK TOTAL	25.00		
							71.65		
						CHECK TOTAL	71.65		
1869 WEST PAYMENT CENTER	1 269E145 726200	00000	LAW LIB	INV BOOKS	12/03/2006	400.00	812486754	21357	
1869 WEST PAYMENT CENTER	1 269E145 726200	00000	LAW LIB	INV BOOKS	12/03/2006	200.00	812486886	21356	
						CHECK TOTAL	400.00		
							200.00		
						CHECK TOTAL	600.00		
1795 WICKES	1 0701L 271130	00000	GEN AGENCY	INV RESTITUT	11/20/2006	290.00	10-31-06	21241	
						CHECK TOTAL	290.00		
							290.00		
124 INVOICES						CHECK TOTAL			
WARRANT TOTAL						93,834.47			
CASH ACCOUNT BALANCE						4,625,947.68			

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OTSEGO COUNTY  
PREPAID INVOICE LIST

PG 1  
apwarrrnt

WARRANT: B2006-47 11/21/2006

VENDOR VENDOR NAME	R	INVOICE	PO	TYPE	DUE DATE	AMOUNT VOUCHER	CHECK COMMENT
CASH ACCOUNT: 0001A	001000	CASH					
1059 CONSUMERS ENERGY	00000	9530091006	53700123	INV	11/17/2006	848.45 21472	15905 1616037953009
						848.45 CASH ACCOUNT 0001A	001000 TOTAL

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 2  
apwarrnt

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-47 11/21/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1570 ALLTEL	00000			INV	11/16/2006		NOV-04-2006	21406	
1 637E265	930210		BLDG GRNDS	TELEPHONE		84.98			
2 212E430	930210		ANM CTRL	TELEPHONE		28.16			
3 645E201	930230		FINANCE	CELL PH		193.78			
1570 ALLTEL	0000037100295		INV	11/16/2006		306.92	NOV-4-06	21531	
1 249E371	930230		BUILDING	CELL PH		225.78			
1570 ALLTEL	000072000371		INV	11/16/2006		22.89	NOVEMBER4-06	21532	
1 101E721	930230		PLAN ZONE	CELL PH		22.89			
				CHECK TOTAL		555.59			
1027 AVFUEL CORPORATION	0000053700131		INV	11/16/2006		32,805.64	002167607	21387	
1 281E537	930664		AIRPORT	AIRPL FUEL		32,805.64			
				CHECK TOTAL		32,805.64			
3476 BOB MITCHELL & ASSOCIATES	0000069000394		INV	11/16/2006		6,797.50	11562	21390	
1 101E450	940010		REMONUMEN	OUTSIDE		6,797.50			
				CHECK TOTAL		6,797.50			
1051 CITY OF GAYLORD	00000		INV	11/16/2006		44.08	7TH-ST-10-11	21394	
1 212E430	920200		ANM CTRL	H2O/SEWAGE		44.08			
1051 CITY OF GAYLORD	00000		INV	11/16/2006		44.96	CENTER-10-11	21395	
1 208E752	920200		REC PGMS	H2O/SEWAGE		44.96			
1051 CITY OF GAYLORD	00000		CRTHS BLDG GRNDS	H2O/SEWAGE		709.62	CTHS-10-11-0	21393	
1 637E265	920200		ALPCT BLDG GRNDS	H2O/SEWAGE		709.62			
1051 CITY OF GAYLORD	00000		INV	11/16/2006		519.98	LVSTN-D-10-1	21396	
1 637E265	920200		ALPCT BLDG GRNDS	H2O/SEWAGE		519.98			
1051 CITY OF GAYLORD	00000		INV	11/16/2006		135.56	LVSTNA-10-11	21397	
1 637E265	920200		ALPCT BLDG GRNDS	H2O/SEWAGE		135.56			
1051 CITY OF GAYLORD	00000		INV	11/16/2006		20.24	SILLI-10-11-	21391	
1 637E265	920200		SILLI BLDG GRNDS	H2O/SEWAGE		20.24			
1051 CITY OF GAYLORD	00000		INV	11/16/2006		382.50	X-ST-10-11-0	21392	
1 637E265	920200		LANDUS BLDG GRNDS	H2O/SEWAGE		382.50			
				CHECK TOTAL		1,856.94			
1057 COMMERCIAL EQUIPMENT COMP	00001		INV	11/15/2006		221625	221625	21374	





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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 5  
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CASH ACCOUNT: 0001A 001000 CASH WARRANT: B2006-47 11/21/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1	0516L	228051	TAX04	DEIQ TAX	TLT SRCH	1,085.00			
						CHECK TOTAL			1,085.00
1122	VERIZON NORTH	00000	BLDG GRNDS	INV	11/16/2006	85.29	0401301006	21401	
1	637E265	930210		TELEPHONE					
1122	VERIZON NORTH	00000	BLDG GRNDS	INV	11/16/2006	35.01	0403081006	21471	
1	637E265	930210		TELEPHONE					
1122	VERIZON NORTH	00000	BLDG GRNDS	INV	11/16/2006	992.28	0411151006	21402	
1	637E265	930210		TELEPHONE					
1122	VERIZON NORTH	00000	BLDG GRNDS	INV	11/16/2006	78.00	8507191006	21400	
1	637E265	930210		TELEPHONE					
1122	VERIZON NORTH	00000	BLDG GRNDS	INV	11/16/2006	1,443.60	8712281006	21495	
1	637E265	930210		TELEPHONE					
						CHECK TOTAL			1,443.60
									2,634.18

=====  
42 INVOICES  
=====  
WARRANT TOTAL 78,104.86  
CASH ACCOUNT BALANCE 4,808,902.18  
=====

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 2  
apwarnt

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-48 11/21/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
3947 LAPEER, NORMAN AND VIOLET	00000 CHILD CARE	INV	11/28/2006	ROOM BOARD	545.29		ROBINSON-10-	21548	
	1 292E662 930700					545.29			
					CHECK TOTAL				
1091 IMPREST CASH - JURY FUND	00002 CIRCT CT	INV	11/28/2006	WITNESS	8.50		06-19173-FY	21576	
	1 101E131 930940					8.50			
1091 IMPREST CASH - JURY FUND	00002 CIRCT CT	INV	11/28/2006	WITNESS	34.00		06-1987-FY	21577	
	1 101E131 930940					34.00			
					CHECK TOTAL	42.50			
4161 AIRNAV, LLC	0000053700122 AIRPORT	INV	11/06/2006	ADVERTISE	269.00		601159	21168	
	1 281E537 930300					269.00			
					CHECK TOTAL	269.00			
2727 ALPINE ANIMAL HOSPITAL	0000043000512 ANM CTRL	INV	11/06/2006	STERILIZE	70.00		100706	21265	
	1 212E430 930980					70.00			
					CHECK TOTAL	70.00			
3328 ALPINE CHOCOLAT HAUS	0000053700140 AIRPORT	INV	11/06/2006	ADVERTISE	50.00		249	21491	
	1 281E537 930300					50.00			
					CHECK TOTAL	50.00			
4215 ALPINE FENCE COMPANY	0000043000520 ANM CTRL	INV	11/06/2006	MAINT SUPP	112.64		1242	21464	
	1 212E430 726050					112.64			
					CHECK TOTAL	112.64			
1504 AMERICAN FIDELITY ASSURAN	00000 231280 COURT PAYROLL	INV	12/01/2006	AMER FID	39.00		88809-DEC-06	21593	
	1 0704L					39.00			
					CHECK TOTAL	39.00			
3619 AMES, MARK & DARLA	00000 CHILD CARE	INV	11/28/2006	ROOM BOARD	545.29		COBB-OCT-06	21539	
	1 292E662 930700					545.29			
					CHECK TOTAL	545.29			
3764 ANDERSON, TACKMAN & CO.	00000 GF ASSET	INV	11/06/2006	PRPD EXP	6,423.99		96860	21448	
	1 0101A 123000					6,423.99			
					CHECK TOTAL	6,423.99			

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OTSEGO COUNTY  
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH WARRANT: B2006-48 11/21/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1607 ARGUS SUPPLY	1 101E427 940010 04HS	0000042700253	EMGR SVCS	INV	11/06/2006	14.23	109543601	21333	
				OUTSIDE		14.23			
						CHECK TOTAL			
1026 ARTS AUTO ELECTRIC SERVIC	1 588E699 726050	0000069901134	OPERATIONS	INV	11/06/2006	53.64	934035	21274	
				MAINT SUPP					
1026 ARTS AUTO ELECTRIC SERVIC	1 588E699 726050	0000069901153	OPERATIONS	INV	11/06/2006	309.32	936865	21419	
				MAINT SUPP					
						CHECK TOTAL			
1033 CONSTANCE BLOTSKE	1 101E262 703040	00000	ELECT	INV	11/15/2006	35.00	11-7-06	21373	
	2 101E262 930500		ELECT	PER DIEM		.60			
				TRAVEL					
						CHECK TOTAL			
1411 BLUE CROSS BLUE SHIELD OF	1 101E131 704110	00002	CIRCT CT	INV	11/28/2006	14,764.40	000-DEC-06	21588	
	2 101E130 704110		OTCCF TRIAL CT	HOSP		1,848.89			
	3 101E141 704110		FOC	HOSP		4,757.94			
	4 215E141 704110		FOC	HOSP		839.64			
	5 101E148 704110		PROBATE	HOSP		1,140.74			
	6 0704L 231260		COURT PAYROLL	INS-BCBS		216.11			
						CHECK TOTAL			
1411 BLUE CROSS BLUE SHIELD OF	1 737E130 940110	00002	COURT	INV	11/28/2006	307.39	901-DEC-06	21587	
				HLTH RET					
						CHECK TOTAL			
1376 BSEA SOFTWARE INC	1 101E257 704400	0000025700084	TRAIN EQ	INV	11/06/2006	3,150.00	040397	21337	
				TRAINING					
						CHECK TOTAL			
1048 CARQUEST AUTO PARTS	1 588E699 726025	0000069901154	OPERATIONS	INV	11/06/2006	74.57	562015925	21418	
				JANITORIAL					
						CHECK TOTAL			
1711 CASE CREDIT	1 588E699 726050	0000069901151	OPERATIONS	INV	11/06/2006	13.89	17011	21427	
				MAINT SUPP					
						CHECK TOTAL			

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 4  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-48 11/21/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1711 CASE CREDIT		0000069901150	INV	11/06/2006					
1 588E699	726050	OPERATIONS	MAINT SUPP		591.03	17100	21428		
1711 CASE CREDIT		0000069901157	INV	11/06/2006					
1 588E699	726050	OPERATIONS	MAINT SUPP		44.87	17192	21417		
2 588E699	920400	OPERATIONS	MAINT SVC		48.30				
		CHECK TOTAL			93.17				
					698.09				
1046 CDW GOVERNMENT INC		0000022800028	INV	11/06/2006					
1 101E261	726000	COOP EXT	SUPPLIES		749.30	CMH8743	21438		
		CHECK TOTAL			749.30				
					749.30				
2064 CENTURYTEL		0000042700258	INV	11/06/2006					
1 261E427	930210	EMGR SVCS	TELEPHONE		40.00	30045160111	21530		
		CHECK TOTAL			40.00				
					40.00				
1424 CHERRY LAN SYSTEMS INC		00000	ROD AUTO	11/15/2006					
1 256E215	726000				8,000.00	2620	21537		
		CHECK TOTAL			8,000.00				
					8,000.00				
4221 CARL CHRISTOPH		00000	CIRCT CT	11/30/2006					
1 101E131	801023		APP ATTNY		1,042.87	05-3316-FH	21579		
		CHECK TOTAL			1,042.87				
					1,042.87				
3800 CORPORATE TITLE AGENCY		0000069000396	INV	11/06/2006					
1 233E690	940010	5CDBG HOUSING	OUTSIDE		240.00	GA061540	21436		
		CHECK TOTAL			240.00				
					240.00				
1865 CORRECTIONAL MANAGEMENT		00000	CHILD CARE	11/28/2006					
1 292E662	930810		OTHR INST		2,415.00	10845	21542		
		CHECK TOTAL			2,415.00				
					2,415.00				
1839 BRUCE CRANHAM,ATTY		00000	FOC	11/30/2006					
1 101E141	940010		OUTSIDE		935.00	11-01-06	21583		
2 215E141	940010		OUTSIDE		165.00				
		CHECK TOTAL			935.00				
					165.00				
1065 CROSSROADS INDUSTRIES		00000	GEN AGENCY	11/21/2006					
1 0701L	271000		RESTITUT		296.00	67639-68410	21565		
		CHECK TOTAL			296.00				
					296.00				

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 5  
apwarnt

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-48 11/21/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1065 CROSSROADS INDUSTRIES	0000072000363	INV	11/06/2006						
1 101E721 930450	PLAN ZONE	SHIP/MAIL			223.14	8197	21346		
					519.14				
		CHECK TOTAL							
3350 DABECK ENTERPRISES	0000053700141	INV	11/06/2006						
1 281E537 920400	AIRPORT	MAINT SVC			350.00	474	21489		
		CHECK TOTAL			350.00				
1069 LEONARD DEFENBAUGH	00000	INV	11/15/2006						
1 101E262 703040	ELECT	PER DIEM			35.00	11-7-06	21372		
2 101E262 930500	ELECT	TRAVEL			7.80				
		CHECK TOTAL			42.80				
		CHECK TOTAL			42.80				
2547 DELL PREFERRED ACCOUNT	0000022800024	INV	11/06/2006						
1 101E261 970440	COOP EXT	PROP-CMPTR			1,245.00	P96429485	21289		
		CHECK TOTAL			1,245.00				
1490 DERMATEC DIRECT	0000035100640	INV	11/06/2006						
1 101E351 801020	JAIL	PROFESSNL			101.08	951567	21251		
		CHECK TOTAL			101.08				
1082 DUNNS	0000025700080	INV	11/06/2006						
1 101E257 726000	EQ	SUPPLIES			4.99	561598	21196		
1082 DUNNS	0000042700254	INV	11/06/2006						
1 261E427 726000	EMGR SVCS	SUPPLIES			64.99	562639-1	21526		
1082 DUNNS	0000043000504	INV	11/06/2006						
1 212E430 726050	ANM CTRL	MAINT SUPP			63.01	562923	21273		
1082 DUNNS	0000026700266	INV	11/06/2006						
1 101E267 726000	PROSECUTOR	SUPPLIES			29.97	563349	21441		
1082 DUNNS	0000072000377	INV	11/06/2006						
1 101E721 726000	PLAN ZONE	SUPPLIES			64.99	564274	21513		
1082 DUNNS	0000072000376	INV	11/06/2006						
1 101E721 726000	PLAN ZONE	SUPPLIES			75.94	564345	21512		
1082 DUNNS	0000069901126	INV	11/06/2006						
1 588E699 726000	OPERATIONS	SUPPLIES			117.04	565018	21164		
2 588E699 726025	OPERATIONS	JANITORIAL			46.49				
					163.53				

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 6  
apwarnt

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-48 11/21/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1082 DUNNS	1 0101A 106000	00000		INV SUPP INV	11/06/2006	95.96	565089	21174	
1082 DUNNS	1 0101A 106000	00000		INV SUPP INV	11/06/2006	47.98	565255	21173	95.96
1082 DUNNS	1 588E699 726000	0000069901139		INV SUPPLIES	11/06/2006	9.29	5653150	21338	47.98
	2 588E699 726025	OPERATIONS JANITORIAL				346.57			
1082 DUNNS	1 0101A 106000	00000		INV SUPP INV	11/06/2006	47.98	565400	21208	355.86
1082 DUNNS	1 0101A 106000	00000		INV SUPP INV	11/06/2006	47.98	565488	21288	47.98
1082 DUNNS	1 0101A 106000	00000		INV SUPP INV	11/06/2006	95.96	565568	21447	47.98
1082 DUNNS	1 0101A 106000	00000		INV SUPP INV	11/06/2006	71.97	565651	21446	95.96
1082 DUNNS	1 588E699 726000	0000069901143		INV SUPPLIES	11/06/2006	7.59	5656680	21424	71.97
	2 588E699 726025	OPERATIONS JANITORIAL				134.58			
1082 DUNNS	1 588E699 726000	0000069901155		INV SUPPLIES	11/06/2006	20.00	5662550	21422	142.17
		OPERATIONS							
						20.00			20.00
						1,393.28			1,393.28
1082 DUNNS	1 101E215 726000	00001		INV SUPPLIES	11/15/2006	7.96	562272-0	21368	7.96
		CLERK/ROD							
4094 DYNAMIC PHYSICAL THERAPY	1 101E351 726035	0000035100643		INV MEDICAL	11/06/2006	174.00	101106	21257	174.00
		JAIL							
4180 E-K HYDRAULICS, INC	1 281E537 920400	0000053700127		INV MAINT SVC	11/06/2006	580.46	802944001	21201	174.00
		AIRPORT							580.46
1088 JOHN G ERNST		0000072000367		INV	11/06/2006		NOV-06	21514	

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 7  
apwarnt

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: E2006-48 11/21/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1 101E721	703040			PER DIEM		35.00			
2 101E721	930500			TRAVEL		12.00			
				CHECK TOTAL		47.00			
						47.00			
1445 EVERCOM SYSTEMS INC									
1 595E351	726000		0000035100647	INV	11/06/2006	1,520.00	101606	21260	
			JAIL COMM	SUPPLIES					
				CHECK TOTAL		1,520.00			
4194 FARM BUREAU INSURANC									
1 0701L	271000		00000	INV	11/16/2006	80.00	68456-68520	21377	
			GEN AGENCY	RESTITUT					
				CHECK TOTAL		80.00			
1099 FIRST NATIONAL BANK OF GA									
1 0701L	271000		00001	INV	11/21/2006	50.00	68514	21569	
			GEN AGENCY	RESTITUT					
				CHECK TOTAL		50.00			
4118 KRISTINE FOGUTH									
1 212E430	726046		000043000521	INV	11/06/2006	186.70	06-ALLOWANCE	21509	
			ANM CTRL	UNIFORM					
				CHECK TOTAL		186.70			
3680 GALLMEIER, MICHAEL									
1 292E662	930830		00000	INV	11/28/2006	12.00	11-7-06	21557	
			CHILD CARE	CARE GIVER					
				CHECK TOTAL		12.00			
2281 GASLIGHT MEDIA									
1 212E430	940010		000043000511	INV	11/06/2006	59.95	17717	21268	
			ANM CTRL	OUTSIDE					
				CHECK TOTAL		59.95			
2281 GASLIGHT MEDIA									
1 618E447	726000		0000025700082	INV	11/06/2006	30.00	17774	21197	
			MAP	SUPPLIES					
				CHECK TOTAL		30.00			
1113 GAYLORD DRY CLEANERS									
1 101E301	920410		0000030100501	INV	11/06/2006	60.00	OCT-2006	21167	
2 101E302	726046		SHERIFF	SVC CNTRCT					
			CIVIL DIV	UNIFORM					
				CHECK TOTAL		60.00			
				CHECK TOTAL		60.00			
3207 GAYLORD ELECTRIC									
1 588E699	726025		0000069901133	INV	11/06/2006	788.00	70288	21163	
			OPERATIONS	JANITORIAL					
				CHECK TOTAL		788.00			

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 8  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-48 11/21/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1355 GAYLORD FAMILY PRACTICE	1 101E351 726035	0000035100649	JAIL	INV	11/06/2006	72.00	1558851143	21264	
				MEDICAL					
1117 GAYLORD FORD	1 588E699 726050	000006901144	OPERATIONS	INV	11/06/2006	53.66	10153	21429	
				MAINT SUPP					
1134 GAYLORD HERALD TIMES	1 212E430 930300	0000043000506	ANM CTRL	INV	11/06/2006	14.30	01634286	21271	
				ADVERTISE					
1134 GAYLORD HERALD TIMES	1 101E101 930300	00000	BOC	INV	11/06/2006	54.30	01635792	21280	
				ADVERTISE					
1134 GAYLORD HERALD TIMES	1 233E690 930150	0000069000391	HOUSING	INV	11/06/2006	292.32	04101677-100	21435	
				5CDBG SVC CHGS					
1134 GAYLORD HERALD TIMES	1 212E430 930300	00000	ANM CTRL	INV	11/17/2006	97.44	11-2006	21462	
				ADVERTISE					
1134 GAYLORD HERALD TIMES	1 281E537 930300	0000053700128	AIRPORT	INV	11/06/2006	16.00	3400138910	21432	
				ADVERTISE					
1134 GAYLORD HERALD TIMES	1 212E430 930400	0000043000505	ANM CTRL	INV	11/06/2006	48.00	RENEW-SBU	21272	
				PRINTING					
2862 GAYLORD VETERINARY SERVIC	1 212E430 930980	0000043000517	ANM CTRL	INV	11/06/2006	75.00	101306	21465	
				STERILIZE					
2862 GAYLORD VETERINARY SERVIC	1 212E430 930980	0000043000513	ANM CTRL	INV	11/06/2006	66.00	102406	21267	
				STERILIZE					
1078 GIL-ROYS HARDWARE	1 637E265 920400	00000	BLDG GRNDS	INV	11/06/2006	127.74	38519198	21332	
				MAINT SVC					
1078 GIL-ROYS HARDWARE	1 212E430 726050	0000043000518	ANM CTRL	INV	11/06/2006	69.88	38521137	21466	
				MAINT SUPP					
						788.00			
						72.00			
						72.00			
						53.66			
						53.66			
						14.30			
						54.30			
						292.32			
						97.44			
						16.00			
						48.00			
						522.36			
						75.00			
						66.00			
						141.00			
						127.74			
						69.88			
						197.62			

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OTSEGO COUNTY  
DETAIL INVOICE LIST

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apwarrnt

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-48 11/21/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1885 GERALD F GLIWA	000042700252	INV	11/06/2006			33.84	1006	21198	
1 261E427 726000	EMGR SVCS			SUPPLIES		77.83			
2 261E427 940010	FLSAL EMGR SVCS			OUTSIDE					
				CHECK TOTAL		111.67			
						111.67			
1530 GORDON FOOD SERVICES	00000	INV	11/06/2006			142.62	78803668	21178	
1 637E265 920400	BLDG GRNDS			MAINT SVC					
1530 GORDON FOOD SERVICES	00000	INV	11/06/2006			97.94	788039222	21444	
1 637E265 920400	BLDG GRNDS			MAINT SVC					
				CHECK TOTAL		97.94			
						240.56			
1785 GRACE CENTER	00000	INV	11/28/2006			375.69	ODELL-OCT-06	21540	
1 292E662 801030	CHILD CARE			TECHNICAL					
				CHECK TOTAL		375.69			
						375.69			
4219 GUNSELL, JOSHUA	00000	INV	11/28/2006			50.00	1131	21560	
1 0701L 271148	GEN AGENCY			RESTITUT					
				CHECK TOTAL		50.00			
						50.00			
4158 HANOVER INSURANCE	00000	INV	11/21/2006			25.00	68406	21567	
1 0701L 271000	GEN AGENCY			RESTITUT					
				CHECK TOTAL		25.00			
						25.00			
4122 HARKNESS, PATRICIA	0000072000375	INV	11/06/2006			105.00	NOV-06	21521	
1 101E721 703040	PLAN ZONE			PER DIEM		17.40			
2 101E721 930500	PLAN ZONE			TRAVEL					
				CHECK TOTAL		122.40			
						122.40			
3621 HAYWORTH, RODNEY	00000	INV	11/28/2006			23.79	1132	21561	
1 0701L 271148	GEN AGENCY			RESTITUT					
				CHECK TOTAL		23.79			
						23.79			
4220 GARY HENDERSHOT	00000	INV	11/15/2006			20.95	PICTURES	21562	
1 101E215 930150	CLERK/ROD			SVC CHGS					
				CHECK TOTAL		20.95			
						20.95			
3654 HERALD TIMES	0000072000366	INV	11/06/2006			203.78	ADV	21344	
1 101E721 930300	PLAN ZONE			ADVERTISE					
				CHECK TOTAL		203.78			
						203.78			

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DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-48 11/21/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
						CHECK TOTAL			
1135 HOEKSTRA TRANSPORTATION I	0000069901127	INV	11/06/2006			203.78			
1 588E699 726050	OPERATIONS MAINT SUPP						C10046999	21159	
						245.95			
						CHECK TOTAL			
3081 HOLY CROSS CHILDRENS SERV	00000	INV	11/28/2006			5,164.00			
1 292E662 930810	CHILD CARE OTHR INST						i-05971	21550	
						5,164.00			
						CHECK TOTAL			
2282 IMPREST CASH, OTSEGO COUN	0000030100500	INV	11/06/2006				OCT-06	21170	
1 101E301 726000	SHERIFF SUPPLIES					19.33			
2 101E301 930500	SHERIFF TRAVEL					36.00			
3 101E320 704400	JSTCE TRN TRAINING					18.00			
						73.33			
						CHECK TOTAL			
1148 INSTITUTE OF CONTINUING L	00000	INV	11/30/2006			72.50			
1 101E131 726200	CIRCT CT BOOKS						502710	21573	
						CHECK TOTAL			
1152 JIMS ALPINE AUTOMOTIVE	0000069901146	INV	11/06/2006			154.03			
1 588E699 726050	OPERATIONS MAINT SUPP						435846	21425	
						CHECK TOTAL			
1152 JIMS ALPINE AUTOMOTIVE	0000069901135	INV	11/06/2006			351.62			
1 588E699 726050	OPERATIONS MAINT SUPP						435917	21275	
						CHECK TOTAL			
1152 JIMS ALPINE AUTOMOTIVE	0000069901136	INV	11/06/2006			709.60			
1 588E699 726050	OPERATIONS MAINT SUPP						435954	21276	
						CHECK TOTAL			
1152 JIMS ALPINE AUTOMOTIVE	0000069901137	INV	11/06/2006			124.40			
1 588E699 726050	OPERATIONS MAINT SUPP						436004	21277	
						CHECK TOTAL			
1152 JIMS ALPINE AUTOMOTIVE	0000069901145	INV	11/06/2006			93.32			
1 588E699 726050	OPERATIONS MAINT SUPP						436076	21426	
						CHECK TOTAL			
1152 JIMS ALPINE AUTOMOTIVE	0000069901156	INV	11/06/2006			317.31			
1 588E699 726050	OPERATIONS MAINT SUPP						436100b	21421	
						CHECK TOTAL			
1154 JOHNSON OIL COMPANY	0000069901140	INV	11/06/2006			1,750.28			
1 588E699 930660	OPERATIONS GAS						74710026-100	21339	
						CHECK TOTAL			
						11,394.68			

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 11  
apwarrnt

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-48 11/21/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1154 JOHNSON OIL COMPANY 1 101E301 920400	000030100504 SHERIFF MAINT SVC	INV	11/06/2006		59.90	Q277875	21334		
	CHECK TOTAL				59.90				
1625 JOHNSON, ROSATI, LABARGE, 1 260E130 801025	00000 TRIAL CT INV PROFSLSVCS	INV	11/06/2006		412.50	1048448	21449		
	CHECK TOTAL				412.50				
3256 KAM'S TOWING 1 101E301 920400	0000030100503 SHERIFF MAINT SVC	INV	11/06/2006		250.00	2165-06	21165		
3256 KAM'S TOWING 1 101E301 920400	0000030100502 SHERIFF MAINT SVC	INV	11/06/2006		65.00	4417	21166		
	CHECK TOTAL				65.00				
1415 WILLIAM KERR 1 101E257 704400 2 101E257 930500	0000025700085 EQ TRAINING EQ TRAVEL	INV	11/06/2006		367.20 327.60	REIMBURSE10	21433		
	CHECK TOTAL				694.80 694.80				
1369 CHARLES KLEE 1 101E721 703040 2 101E721 930500	0000072000370 PLAN ZONE PER DIEM PLAN ZONE TRAVEL	INV	11/06/2006		35.00 9.90	NOV-06	21517		
	CHECK TOTAL				44.90 44.90				
1156 KMART 1 0701L 271000	00001 GEN AGENCY RESTITUT	INV	11/16/2006		538.99	X3	21380		
	CHECK TOTAL				538.99				
1162 LAPPANS OF GAYLORD INC 1 637E265 920400	00000 BLDG GRNDS MAINT SVC	INV	11/06/2006		34.63	104974	21279		
	CHECK TOTAL				34.63				
3620 LATITUDE SUBROGATION SERV 1 0701L 271148	00000 GEN AGENCY RESTITUT	INV	11/28/2006		180.00	1133	21563		
	CHECK TOTAL				180.00				
4212 LEITZ SPORTS CENTER, INC. 1 101E332 726050	0000069000398 MOTORCYCLE MAINT SUPP	INV	11/06/2006		14.97	MSG	21437		
	CHECK TOTAL				14.97				

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OTSEGO COUNTY  
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-48 11/21/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
4213 WILLIAM LIGHT	00000			INV	11/15/2006	14.97			
1 101E262 703040	ELECT			PER DIEM		35.00	11-7-06-ELEC	21370	
2 101E262 930500	ELECT			TRAVEL		9.00			
				CHECK TOTAL		44.00			
1174 JAMES L. MADDIX	0000072000368			INV	11/06/2006	44.00	NOV-06	21515	
1 101E721 703040	PLAN ZONE			PER DIEM		35.00			
2 101E721 930500	PLAN ZONE			TRAVEL		9.60			
				CHECK TOTAL		44.60			
2459 MANAGEMENT & BEHAVIOR CON	00000			INV	11/17/2006	1,300.00	10-11-2006	21455	
1 101E351 801020	JAIL			PROFESSNL		1,300.00			
				CHECK TOTAL		1,300.00			
4196 MEGAN MATELSKI	0000043000515			INV	11/06/2006	25.00	REFUND	21266	
1 0701L 255000	GEN AGENCY			CUST DEP		25.00			
				CHECK TOTAL		25.00			
4198 MAURER'S TEXTILE RENTAL	00000			INV	11/06/2006	79.74	972737	21177	
1 637E265 726046	BLDG GRNDS			UNIFORM		79.74			
				CHECK TOTAL		79.74			
3622 MAYER, JAMES	00000			INV	11/28/2006	90.00	1134	21564	
1 0701L 271148	GEN AGENCY			RESTITUT		90.00			
				CHECK TOTAL		90.00			
4073 JOSEPH MESSENGER	00000			INV	11/06/2006	375.00	OCT-06	21205	
1 101E648 801020	MED EXAM			PROFESSNL		375.00			
				CHECK TOTAL		375.00			
1612 MICHIGAN ASSOCIATION OF E	0000025700081			INV	11/06/2006	225.00	07-MEMBERSHI	21195	
1 101E257 930600	EQ			MEMB/DUES		225.00			
				CHECK TOTAL		225.00			
1202 MID NORTH PRINTING INC	0000043000507			INV	11/06/2006	63.60	76369	21270	
1 212E430 930400	ANM CTRL			PRINTING		63.60			
				CHECK TOTAL		63.60			



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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 14  
apwarrnt

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-48 11/21/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1217 NELSONS FUNERAL HOME	00000			INV	11/06/2006	825.00	CODDINGTON	21204	
1 101E648 930460	MED EXAM			TRANSPORT		825.00			
						CHECK TOTAL			
1749 NORTH COUNTRY COMMUNITY M	00000			INV	11/06/2006	23,500.75	2219	21281	
1 101E649 940010	MNTL HLTH			OUTSIDE		23,500.75			
						CHECK TOTAL			
2138 NORTHERN ENERGY, INC	0000069901132			INV	11/06/2006	682.86	957934	21160	
1 588E699 930660	OPERATIONS			GAS		682.86			
2138 NORTHERN ENERGY, INC	0000053700139			INV	11/06/2006	1,530.20	958252	21488	
1 281E537 930640	AIRPORT			LUBRICANTS		1,530.20			
2138 NORTHERN ENERGY, INC	0000069901131			INV	11/06/2006	125.82	958309	21161	
1 588E699 930660	OPERATIONS			GAS		125.82			
						CHECK TOTAL			
3386 NORTHERN IMAGING ASSOCIAT	0000035100642			INV	11/06/2006	124.60	10-02-06	21258	
1 101E351 726035	JAIL			MEDICAL		124.60			
3386 NORTHERN IMAGING ASSOCIAT	0000035100662			INV	11/06/2006	56.38	9636405-1	21416	
1 101E351 930470	JAIL			INMT HEALT		56.38			
3386 NORTHERN IMAGING ASSOCIAT	0000035100648			INV	11/06/2006	755.38	963900801	21259	
1 101E351 726035	JAIL			MEDICAL		755.38			
						CHECK TOTAL			
1226 NORTHERN PUMP SERVICE	0000053700137			INV	11/06/2006	286.00	19126	21490	
1 281E537 920400	AIRPORT			MAINT SVC		286.00			
						CHECK TOTAL			
3434 NORTHWESTERN BANK-CARDMEM	00000			INV	11/06/2006	17.50	BURT1106	21590	
1 645E172 726000	ADMIN			SUPPLIES		17.50			
2 281E537 930210	AIRPORT			TELEPHONE		60.05			
3 0701L 232004	GEN AGENCY			STFDVLPMT		121.90			
4 101E267 930500	PROSECUTOR			TRAVEL		129.90			
5 637E265 920400	BLDG GRNDS			MAINT SVC		380.88			
6 101E267 930500	PROSECUTOR			TRAVEL		-3.90			
						CHECK TOTAL			
						706.33			
						706.33			

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 15  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-48 11/21/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1367 OFFICE DEPOT INC	1 101E215 726000	0000021500092	CLERK/ROD	INV	11/06/2006	19.10	358538263001	21439	
				SUPPLIES					
1367 OFFICE DEPOT INC	1 101E215 726000	00000	CLERK/ROD	INV	11/06/2006	47.20	360862497001	21591	
				SUPPLIES					
1367 OFFICE DEPOT INC	1 101E215 726000	0000021500093	CLERK/ROD	INV	11/06/2006	50.52	361058359001	21592	
				SUPPLIES					
1367 OFFICE DEPOT INC	1 101E253 726000	0000025300035	TREASURER	INV	11/06/2006	27.99	361311630001	21486	
				SUPPLIES					
				CHECK TOTAL		144.81			
1367 OFFICE DEPOT INC	1 101E131 726000	00001	CIRCT CT	INV	12/13/2006	135.40	360667382	21574	
				SUPPLIES					
1367 OFFICE DEPOT INC	1 101E131 726000	00001	CIRCT CT	INV	12/13/2006	83.65	361195025	21575	
				SUPPLIES					
				CHECK TOTAL		219.05			
1545 OMS COMPLIANCE SERVICES I	1 101E351 726000	00000	JAIL	INV	11/17/2006	73.50	40573-75-78	21461	
	2 588E699 726000		OPERATIONS	SUPPLIES					
	3 261E427 726000		EMGR SVCS	SUPPLIES					
				CHECK TOTAL		220.50			
4217 OTSEGO CONSERVATION DISTR	1 617E253 726000	00000	TAX FORECL	INV	11/17/2006	26.50	PLAT-BK	21473	
				SUPPLIES					
1872 OTSEGO COUNTY	1 212E430 940010	0000043000519	ANM CTRL	INV	11/06/2006	340.74	228	21463	
				OUTSIDE					
1872 OTSEGO COUNTY	1 292E662 801030	00000	CHILD CARE	INV	11/28/2006	8.50	70708	21541	
				TECHNICAL					
1872 OTSEGO COUNTY	1 101E721 920400	0000072000381	PLAN ZONE	INV	11/06/2006	430.18	WO-6177	21524	
				MAINT SVC					
				CHECK TOTAL		779.42			
1235 OTSEGO COUNTY EMS	1 101E648 930460	00000	MED EXAM	INV	11/06/2006	380.00	BEUSCHELEIN	21505	
				TRANSPORT					

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CASH ACCOUNT: 0001A 001000 CASH WARRANT: B2006-48 11/21/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
2	101E648 726000	MED EXAM		SUPPLIES		35.00			
1235	OTSEGO COUNTY EMS	00000		INV	11/06/2006		HARRIS	21504	
1	101E648 930460	MED EXAM		TRANSPORT		360.00			
2	101E648 726000	MED EXAM		SUPPLIES		35.00			
1235	OTSEGO COUNTY EMS	00000		INV	11/06/2006		MCKEAWN	21503	
1	101E648 930460	MED EXAM		TRANSPORT		410.00			
2	101E648 726000	MED EXAM		SUPPLIES		35.00			
1235	OTSEGO COUNTY EMS	00000		INV	11/06/2006		MORAVANSKY	21283	
1	101E648 930460	MED EXAM		TRANSPORT		355.00			
2	101E648 726000	MED EXAM		SUPPLIES		35.00			
1235	OTSEGO COUNTY EMS	00000		INV	11/06/2006		SINES	21282	
1	101E648 930460	MED EXAM		TRANSPORT		385.00			
2	101E648 726000	MED EXAM		SUPPLIES		35.00			
1235	OTSEGO COUNTY EMS	00000		INV	11/06/2006		ULERY	21502	
1	101E648 930460	MED EXAM		TRANSPORT		355.00			
2	101E648 726000	MED EXAM		SUPPLIES		35.00			
						CHECK TOTAL			
						2,455.00			
1243	OTSEGO MEMORIAL HOSPITAL	0000035100636	JAIL	INV	11/06/2006	292.63	007-10-06	21253	
1	101E351 726035	JAIL		MEDICAL					
1243	OTSEGO MEMORIAL HOSPITAL	0000035100644	JAIL	INV	11/06/2006	1,718.53	100106	21263	
1	101E351 726035	JAIL		MEDICAL					
1243	OTSEGO MEMORIAL HOSPITAL	0000035100639	JAIL	INV	11/06/2006	47.50	17472	21255	
1	101E351 930470	JAIL		INMT HEALT					
1243	OTSEGO MEMORIAL HOSPITAL	00000	MED EXAM	INV	11/06/2006	130.62	9633771-1	21450	
1	101E648 930920	MED EXAM		AUTOPSIES					
1243	OTSEGO MEMORIAL HOSPITAL	0000035100653	JAIL	INV	11/06/2006	192.55	9636405-1	21407	
1	101E351 930470	JAIL		INMT HEALT					
1243	OTSEGO MEMORIAL HOSPITAL	0000035100638	JAIL	INV	11/06/2006	81.21	9637720-01	21252	
1	101E351 930470	JAIL		INMT HEALT					
1243	OTSEGO MEMORIAL HOSPITAL	0000035100645	JAIL	INV	11/06/2006	2,448.18	9639008-001	21262	
1	101E351 930470	JAIL		INMT HEALT					
1243	OTSEGO MEMORIAL HOSPITAL	0000035100637	JAIL	INV	11/06/2006	492.93	963910101	21254	
1	101E351 930470	JAIL		INMT HEALT					

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OTSEGO COUNTY  
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-48 11/21/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1243 OTSEGO MEMORIAL HOSPITAL/ 1 101E351 930470	JAIL	0000035100646	INV	11/06/2006	1,718.53	9639108	21261		
		JAIL	INMT	HEALT	7,122.68				
					CHECK TOTAL				
2746 OTSEGO MEMORIAL HOSPITAL/ 1 101E351 930470	JAIL	0000035100654	INV	11/06/2006	7.00	38494	21408		
		JAIL	INMT	HEALT					
2746 OTSEGO MEMORIAL HOSPITAL/ 1 101E351 930470	JAIL	0000035100661	INV	11/06/2006	40.00	38494-092506	21415		
		JAIL	INMT	HEALT					
2746 OTSEGO MEMORIAL HOSPITAL/ 1 101E351 930470	JAIL	0000035100656	INV	11/06/2006	40.00	38494-100206	21409		
		JAIL	INMT	HEALT					
2746 OTSEGO MEMORIAL HOSPITAL/ 1 101E351 930470	JAIL	0000035100658	INV	11/06/2006	40.00	38494-101606	21412		
		JAIL	INMT	HEALT					
2746 OTSEGO MEMORIAL HOSPITAL/ 1 101E351 930470	JAIL	0000035100660	INV	11/06/2006	62.00	38494-103006	21414		
		JAIL	INMT	HEALT					
2746 OTSEGO MEMORIAL HOSPITAL/ 1 101E351 930470	JAIL	0000035100659	INV	11/06/2006	62.00	38494-110606	21413		
		JAIL	INMT	HEALT					
2746 OTSEGO MEMORIAL HOSPITAL/ 1 101E351 930470	JAIL	0000035100655	INV	11/06/2006	79.00	38494-92206	21410		
		JAIL	INMT	HEALT					
2746 OTSEGO MEMORIAL HOSPITAL/ 1 101E351 930470	JAIL	0000035100657	INV	11/06/2006	13.50	38494-92506	21411		
		JAIL	INMT	HEALT	343.50				
					CHECK TOTAL				
3967 OVERHEAD DOOR SPECIALIST 1 0701L 271000	GEN AGENCY	00000	INV	11/16/2006	25.00	68381	21378		
			RESTITUT						
					CHECK TOTAL				
1745 PAK MAIL CENTERS OF AMERI 1 101E131 930450	CIRCT CT	00000	INV	11/28/2006	32.65	55218	21589		
			SHIP/MAIL						
					CHECK TOTAL				
1745 PAK MAIL CENTERS OF AMERI 1 516E253 930450	TRS DELQ	00000	INV	11/17/2006	15.39	FORECLOSURES	21454		
			SHIP/MAIL		32.65				
					CHECK TOTAL				
3438 GERALD PECK		0000037100292	INV	11/06/2006	15.39	11012006	21171		
					15.39				
					CHECK TOTAL				

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OTSEGO COUNTY  
DETAIL INVOICE LIST

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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: E2006-48 11/21/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1	249E371 801020	BUILDING		PROFESSNL		50.00			
						CHECK TOTAL			
2544	PITNEY BOWES PURCHASE POW	0000072000383	INV	11/06/2006			0988-0455-11	21523	
1	101E721 930450	PLAN ZONE	SHIP/MAIL		100.00				
2544	PITNEY BOWES PURCHASE POW	0000072000364	INV	11/06/2006			POSTAGE	21342	
1	101E721 930450	PLAN ZONE	SHIP/MAIL		56.00				
					156.00				
					CHECK TOTAL				
3450	PMP PERSONNEL SERVICE	0000072000365	INV	11/06/2006			00065505	21345	
1	101E721 801020	PLAN ZONE	PROFESSNL		104.40				
					104.40				
					CHECK TOTAL				
1950	BETHANY PRYKUCKI	00000	INV	11/06/2006			9-21-11-06	21348	
1	101E261 930500	COOP EXT	TRAVEL		80.23				
					80.23				
					CHECK TOTAL				
1257	THOMAS J PUDVAN	00000	INV	11/06/2006			NOV-06	21492	
1	101E648 930460	MED EXAM	TRANSPORT		600.00				
2	101E648 930210	MED EXAM	TELEPHONE		20.00				
3	101E648 801020	MED EXAM	PROFESSNL		75.00				
					695.00				
					695.00				
					CHECK TOTAL				
1572	JIM QUANDT	0000072000372	INV	11/06/2006			NOV-06	21518	
1	101E721 703040	PLAN ZONE	PER DIEM		35.00				
2	101E721 930500	PLAN ZONE	TRAVEL		11.40				
					CHECK TOTAL				
1912	QWEST	0000042700257	INV	11/06/2006			789866706	21529	
1	261E427 930210	EMGR SVCS	TELEPHONE		5.25				
					5.25				
					CHECK TOTAL				
1260	RAINBOW PLAQUE CO	0000017200072	INV	11/06/2006			COMMISSIONER	21172	
1	101E101 726000	BOC	SUPPLIES		66.00				
					66.00				
					CHECK TOTAL				
4205	CLOYD RAMSEY	0000037100294	INV	11/06/2006			REFUND	21343	
1	2490260 451010	P/S CHG/SV	BLDG PRMTS		164.00				

OTSEGO COUNTY  
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH WARRANT: B2006-48 11/21/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
2686 RANDY STULTS						CHECK TOTAL	164.00		
1 101E721 703040	0000072000373	INV		PER DIEM	11/06/2006	35.00	NOV-06	21519	
2 101E721 930500	PLAN ZONE			TRAVEL		1.80			
						CHECK TOTAL	36.80		
							36.80		
1554 REDWOOD TOXICOLOGY LABORA						CHECK TOTAL	243.00		
1 292E662 930999	00000	INV		OTH SVCS	11/28/2006	243.00	012259200610	21547	
						CHECK TOTAL	243.00		
2840 RICHARD WOJTOWIAK						CHECK TOTAL	38.60		
1 101E721 703040	0000072000374	INV		PER DIEM	11/06/2006	35.00	NOV-06	21520	
2 101E721 930500	PLAN ZONE			TRAVEL		3.60			
						CHECK TOTAL	38.60		
4218 SHARON RIVEST						CHECK TOTAL	265.00		
1 0701L 271000	00000	INV		RESTITUT	11/21/2006	265.00	68223-68326	21554	
						CHECK TOTAL	265.00		
1867 ROSCOMMON COUNTY						CHECK TOTAL	1,264.00		
1 292E662 930810	00000	INV		OTHER INST	11/28/2006	1,264.00	818	21546	
						CHECK TOTAL	1,264.00		
2060 SANE						CHECK TOTAL	60.00		
1 0701L 271000	00000	INV		RESTITUT	11/16/2006	60.00	68446-68478	21379	
						CHECK TOTAL	60.00		
1544 GLORIA SAWYER						CHECK TOTAL	10.00		
1 292E662 930830	00000	INV		CARE GIVER	11/28/2006	10.00	10-31-06	21558	
						CHECK TOTAL	10.00		
1544 GLORIA SAWYER						CHECK TOTAL	36.00		
1 292E662 930830	00000	INV		CARE GIVER	11/28/2006	36.00	11-5-06	21559	
						CHECK TOTAL	36.00		
							46.00		
1432 THOMAS SAWYER						CHECK TOTAL	21.76		
1 292E662 930500	00000	INV		TRAVEL	11/28/2006	21.76	10-31-06	21555	
2 292E662 930830	CHILD CARE			CARE GIVER		10.00			
						CHECK TOTAL	31.76		
1432 THOMAS SAWYER						CHECK TOTAL	31.76		
							11-5-06	21553	

OTSEGO COUNTY  
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-48 11/21/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1	292E662 930500	CHILD CARE		TRAVEL		78.00			
2	292E662 930830	CHILD CARE		CARE GIVER		36.00			
1432 THOMAS SAWYER									
1	292E662 930500	CHILD CARE		INV 11/28/2006		31.20	11-7-06	21551	
2	292E662 930830	CHILD CARE		TRAVEL		12.00			
				CARE GIVER					
1432 THOMAS SAWYER									
1	292E662 930500	CHILD CARE		INV 11/28/2006		10.88	11-8-06	21552	
2	292E662 930830	CHILD CARE		TRAVEL		5.00			
				CARE GIVER					
1432 THOMAS SAWYER									
1	292E662 930830	CHILD CARE		INV 11/28/2006		10.50	HEIDMAN-11-8	21556	
2	292E662 930500	CHILD CARE		CARE GIVER		31.12			
				TRAVEL					
				CHECK TOTAL		41.62			
						246.46			
1952 SARA SCHMIDT									
1	101E267 930450	PROSECUTOR		SHIP/MAIL	11/06/2006	13.61	POSTAGE1106	21442	
3801 SERVPRO									
1	637E265 920400	BLDG GRNDS		INV 11/06/2006		1,538.16	DFD2020	21445	
				MAINT SVC					
				CHECK TOTAL		1,538.16			
4119 HOLLY SHIMEL									
1	212E430 726046	ANM CTRL		INV 11/06/2006		200.00	2006	21508	
				UNIFORM					
				CHECK TOTAL		200.00			
2933 SHRED-IT GRAND RAPIDS									
1	101E101 726000	BOC		INV 11/06/2006		35.00	5454467612	21176	
2	101E301 940010	SHERIFF		SUPPLIES		35.00			
				OUTSIDE					
				CHECK TOTAL		70.00			
						70.00			
3006 SAULT STE MARIE TRIBE									
1	292E662 930810	CHILD CARE		INV 11/28/2006		240.00	0149-10-06	21543	
				OTHR INST					
3006 SAULT STE MARIE TRIBE									
1	292E662 930810	CHILD CARE		INV 11/28/2006		600.00	10-06-SCHMID	21549	
				OTHR INST					
3006 SAULT STE MARIE TRIBE									
1	292E662 930810	CHILD CARE		INV 11/28/2006		120.00	4004-10-06	21545	
				OTHR INST					
				CHECK TOTAL		120.00			





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OTSEGO COUNTY  
DETAIL INVOICE LIST

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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-48 11/21/2006

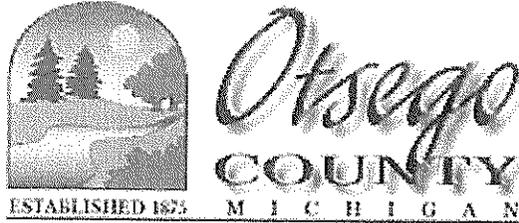
VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1316 TRAVERSE CITY RECORD EAGL	0000026700267	INV	11/06/2006						
1 101E267	930300	PROSECUTOR	ADVERTISE			40.30	394813	21440	
						CHECK TOTAL			
						40.30			
						40.30			
1318 TRIPLE M TIRE INC									
1 588E699	726050	OPERATIONS	MAINT SUPP	11/06/2006		70.61	276619	21430	
2 588E699	920400	OPERATIONS	MAINT SVC			144.95			
						CHECK TOTAL			
						215.56			
						215.56			
1429 UNITED WISCONSIN GROUP									
1 101E131	704140	CIRCT CT	INV	12/01/2006		527.19	800268-DEC06	21571	
2 101E130	704140	OTCCF TRIAL CT	LIFE/DISAB			76.66			
3 101E130	704140	JAIAB TRIAL CT	LIFE/DISAB			19.69			
4 101E141	704140	FOC	LIFE/DISAB			212.22			
5 215E141	704140	FOC	LIFE/DISAB			37.45			
						CHECK TOTAL			
						873.21			
						873.21			
1529 UNIVERSITY CENTER AT GAYL	0000035100641	INV	11/06/2006						
1 595E351	726000	JAIL COMM	SUPPLIES			75.00	125	21256	
1529 UNIVERSITY CENTER AT GAYL	0000042700255	INV	11/06/2006						
1 261E427	704400	EMGR SVCS	TRAINING			205.85	2631a	21527	
						CHECK TOTAL			
						205.85			
						280.85			
1331 WADE TRIM INC									
1 637E265	920400	BLDG GRNDS	MAINT SVC	11/06/2006		961.07	32391	21536	
						CHECK TOTAL			
						961.07			
						961.07			
1400 WALMART COMMUNITY BRC									
1 212E430	726050	ANM CTRL	MAINT SUPP	11/06/2006		214.02	110206	21269	
						CHECK TOTAL			
						214.02			
						214.02			
1381 WASH N GO MANAGEMENT INC									
1 101E301	920410	SHERIFF	SVC CNTRCT	11/06/2006		45.00	3626	21451	
2 249E371	930660	BUILDING	GAS			5.00			
						CHECK TOTAL			
						50.00			
						50.00			
1339 WILBER AUTOMOTIVE SUPPLY									
1 281E537	726050	AIRPORT	MAINT SUPP	11/06/2006		369.92	102806	21469	
						CHECK TOTAL			
						369.92			

OTSEGO COUNTY  
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-48 11/21/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1339 WILBER AUTOMOTIVE SUPPLY 1 588E699 726050	000069901148 INV OPERATIONS MAINT SUPP				11/06/2006	14.78	647140	21431	
						384.70			
						CHECK TOTAL			
1330 WMJZ 1 233E690 930150 5CDBG HOUSING	000069000392 INV HOUSING SVC CHGS				11/06/2006	100.00	0570-HOUSING	21434	
1330 WMJZ 1 588E699 930300	000069901138 INV OPERATIONS ADVERTISE				11/06/2006	180.00	06100958	21278	
						180.00			
						CHECK TOTAL			
=====									
235 INVOICES						165,838.65			
						165,838.65			
						4,648,963.54			
=====									



## BOARD OF COMMISSIONERS 2007 MEETING SCHEDULE

**Second and fourth Tuesdays of each month, beginning at 9:30 a.m.  
in the Multi-Purpose Room of the J. Richard Yuill Center‡**

**January 9**

**January 23**

**February 15\*** (Thursday)

**February 27 ‡** Livingston Twp. Hall – 7:00 p.m.

**March 13**

**March 27**

**April 10**

**April 24**

**May 8**

**May 22**

**June 12**

**June 26 ‡** Charlton Twp. Hall 7:00 p.m.

**July 10**

**July 24**

**August 14**

**August 28 ‡** Hayes Twp. Hall – 7:00 p.m.

**September 11**

**September 25**

**October 9**

**October 23**

**November 8\*** (Thursday)

**November 27 ‡** Otsego Lake Twp. Hall – 7:00 p.m.

**December 18\*\*** (Third Tuesday)

**\*Thursday**

**\*\*Third Tuesday**

‡ Different Time and/or Location

# OTSEGO COUNTY BOARD RULES/BYLAWS

## 1. AUTHORITY

These rules/bylaws are adopted by the Board of Commissioners of Otsego County (hereafter referred to as the Board) pursuant to Section 46.11 of the Compiled Laws of Michigan as amended.

## 2. ORGANIZATION

### 2.1. BOARD

The Board has nine (9) commissioners elected for two (2) year terms. Generally, the Board may be defined as the legislative, policy making branch of County government.

### 2.2. DUTIES OF THE CHAIRPERSON

- 2.2.1. The Chairperson, if present, shall preside at all meetings of the Board, preserve order, and decide questions of order subject to appeal to the Board which may reverse the Chairperson by a majority vote of those present and voting.
- 2.2.2. The Chairperson shall be the agent for the Board in the signing of contracts, orders, resolutions, determinations and minutes of the Board.
- 2.2.3. The Chairperson shall serve in such capacities and make appointments as the law shall require or allow.
- 2.2.4. The Chairperson shall serve as an ex-officio member on all Board committees. As such, he shall not be a voting member except cases where he/she is a regular member of the committee.
- 2.2.5. The Chairperson or the appointed replacement shall represent the Board and County at various functional and ceremonial activities.
- 2.2.6. The Chairperson, subject to the disapproval of a majority of those voting, shall appoint all standing, special or ad hoc committees. He/she shall designate the chairperson of each committee.
- 2.2.7. The Chairperson shall have the power to administer an oath to any person concerning any matter being considered by the Board.
- 2.2.8. The Chairperson, when appropriate, shall refer matters coming before the Board to a committee.

### 2.3. VICE-CHAIRPERSON

He/she shall be elected at the organizational meeting of the Board and shall assume all the duties and responsibilities of the Chairperson when the Chairperson is absent.

### 2.4. COUNTY CLERK DUTIES

- 2.4.1. Preside, until a Chairperson or temporary chairperson is elected.
- 2.4.2. Record all proceedings of the Board and house the records in a safe place.
- 2.4.3. Make regular entries of all Board resolutions and decisions.
- 2.4.4. Record the vote on all questions and where required indicate the vote of each commissioner.
- 2.4.5. Perform such other duties as the Board by resolution may require.
- 2.4.6. Appoint a deputy to attend Board meeting when unable to attend.

## 2.5 COUNTY ADMINISTRATOR

The County Administrator is hereby designated as the official signatory of Board approved leases, contracts and other legal documents. However, this designation does not diminish the authority of the Chairperson.

## 3. MEETINGS

### 3.1. Organizational meeting.

3.1.1. The first meeting of each calendar year shall be for the purpose of organizing. If needed, the County Clerk shall preside until a chairperson is elected. However, the first order of business shall be to administer the oath of office to commissioner(s) if the oath has not been given.

3.1.2. In odd years the second item of business shall be to decide if the term of office shall be for one (1) or two (2) years and if the vote shall be an open or closed ballot.

3.1.3. In needed, the next item of business is to select, by majority vote of all members, an elected commissioner to serve as Chairperson of the Board. The elected Chairperson shall take and assume the duties upon election.

3.1.4. The next item of business shall be the election of a Vice-Chairperson.

### 3.2. Regular meetings

The Board shall meet according to the schedule adopted pursuant to Section 5 of the Open Meetings Act (P.A. 267 of 1976 as Amended being MCL 15.265), normally the second and fourth Tuesday of each month. The time and place shall be determined by the Board.

### 3.3. Special meetings

3.3.1. The Board shall meet in special sessions upon the written petition to the County Administrator, signed by one third (1/3) or more of the members. The petition shall specify the time, date, place and purpose of the meeting.

3.3.2. The Chairperson may also call an unscheduled meeting at his/her discretion.

3.4. Emergency meetings may be called with the consent of two thirds (2/3) of the members of the Board and only if delay would threaten/endanger the health, safety and welfare of the public. An emergency meeting does not require public notice.

### 3.5. Change in schedule

A change in schedule shall not be made unless a majority of the Board concurs. In the event the Board shall meet and a quorum is not present, the Board with the approval of a majority of those present, may adjourn the meeting to another time provided that notice is given to members and the public.

### 3.6. Work sessions

Work sessions of the Board may be held at a date, time and place established by the Board. However, formal action may not be taken at a work session.

## 4. PUBLIC NOTICE OF MEETINGS

4.1. The County Clerk or Administrator shall provide notice for all meetings of the Board. Such notice shall include but is not necessarily limited to the following.

### 4.1.1. Regular meetings

The Clerk or Administrator shall post within ten (10) days after the first meeting in the calendar year a list of scheduled meetings indicating the date, time and place.

- 4.1.2. Schedule change  
Proper and timely notice shall be posted as mandated in Section 4.1.3.
- 4.1.3. Special and emergency meetings  
Notice shall be posted immediately and delivered to the residence of each commissioner by direct delivery or mail. No meeting, except emergency, shall be held until the notice shall have been posted at least eighteen (18) hours.
- 4.1.4. Notification of media and others  
If a request has been filed the Clerk or Administrator shall notify, with out charge, any newspaper or radio or television station of the Board's meeting schedule, schedule changes or emergency meetings.
- 4.1.5. Upon request, individuals will be notified of meetings but must reimburse the County for all reasonable costs.

5. QUORUM

- 5.1. A majority of commissioners, elected and serving, shall constitute a quorum for the transaction of ordinary business.
- 5.2. No member of the Board may absent himself/herself without the consent of the Board. Leave may be revoked by the Board at any time.
- 5.3. Call of the Board  
The Board, by majority vote of those present and voting, may call the Board. Upon such a vote, the Board empowers the Sheriff to assure that commissioners who are absent without leave will promptly attend.

6. AGENDA FOR REGULAR MEETINGS

- 6.1. The Administrator after reviewing pending business and consulting with the Chairperson will draft an agenda for regularly scheduled meetings. Commissioners interested in placing an item on the agenda will notify the Administrator by the close of the business on the Tuesday preceding the next regular meeting. Items not on the agenda may be introduced as new business.
- 6.2. Resolutions to be considered by the Board must be included with the agenda packet forwarded by the Administrator to each commissioner prior to the scheduled regular meeting. Any resolution not included in the packet will require six (6) votes to be adopted.
- 6.3. The following will be the usual agenda format for regular meetings of the Board.
  - Call to Order
  - Invocation
  - Pledge of Allegiance
  - Roll Call
  - Approval and Correction of Minutes
  - Consent Agenda (If Any)
  - Administrator's Report
  - Reports from Officers
  - Committee Reports
  - Reports from Department Heads (If Any)
  - Scheduled Presentations (If Any)

City Liaison & Township & Village Representatives  
Correspondence  
Special Orders (as defined in RONR) (If Any)  
Unfinished Business and General Orders (If Any)  
New Business  
Public Comment  
Board remarks, Announcements, and informal discussions  
Closed Session/Executive Meeting (If Ordered)  
Adjournment

- 6.4. Agenda for special meetings  
The agenda shall be included in the notice of the meeting and no other matter shall be considered except when all members are present and a majority concurs.
- 6.5. Distribution of agenda material  
Upon completion of an agenda packet, the Administrator shall immediately distribute and post copies with reports, explanations, etc., that relate to agenda items. Commissioners shall receive materials no later than the Saturday preceding the next regularly scheduled meeting.
- 6.6. Consent agenda - Define/Procedure
- 6.6.1 The consent calendar/agenda shall consist of motions by any commissioner or the administrator with which the Board usually concurs. The Chairperson must allow commissioners to remove any motion where there is a question or a desire to discuss more fully. These items will be added at the appropriate place on the agenda.
- 6.6.2 Motions on the consent agenda shall be numbered consecutively for easy identification.
- 6.6.3 Motions not removed per section 6.6.1 or section 8.1 shall be adopted en bloc by unanimous consent.
- 6.6.4 A resolution may be placed on the consent agenda and when thus included, consideration shall be the same as and concurrent with the other items.

## 7. CONDUCT OF MEETINGS

- 7.1. The Chairperson shall preside at all meetings of the Board. In the Chairperson's absence the Vice Chairperson shall preside. In the event both Chair and Vice Chair are absent, the Clerk shall preside until the commissioners present elect a commissioner to preside.
- 7.2. Board members wishing to be heard shall first obtain the approval of the Chairperson and each person who speaks shall address the Chairperson. Individuals attending the meeting shall not speak unless recognized by the Chairperson.
- 7.3 A second shall not be required to place a motion before the Board.
- 7.4. Disorderly conduct
- 7.4.1. The Chairperson shall call to order any person who is disorderly by speaking or otherwise disrupting the proceedings by failing to be germane, by speaking longer than the allotted time or interfering with the scheduled agenda. Said person shall be ruled out of order and not allowed to participate except upon special leave of a majority of the commissioners present. If the person continues to be disorderly, the Chairperson may call a recess or have the person removed from the meeting. However, no person shall be removed from a public meeting except for an actual breach of the peace committed at the meeting.
- 7.4.2. Failure to place a pager and/or a cell phone on the silent mode during a meeting is hereby

deemed to be a breach of peace as defined by section 7.4.1.

- 7.5 If a motion to adjourn is adopted prior to "Public Comment", the meeting shall immediately be open for public comments prior to execution of the motion. Public comment under this sub-section is limited to thirty (30) minutes.
- 7.6 A negative motion shall be considered the same as if the motion had been made in a positive form. A negative motion is a motion which (a) if adopted has the same result as not adopting any motion, and (b) if defeated leaves everyone confused as to the board's intent. A motion to 'not approve the petition' shall be stated as a motion to 'approve the petition.'

## 8. PUBLIC PARTICIPATION IN MEETINGS

- 8.1. Public comment on the consent agenda shall be limited to requesting the removal of a motion from the consent agenda. This request shall indicate the speakers desire to speak against the motion.
- 8.2. Participation during debate on a motion.  
After a question has been opened for debate by the chairperson, a member of the public, when recognized by the chairperson, may speak on the question once for up to three (3) minutes, providing the remarks conform to rules of proper debate and are germane to the question. Germane is defined as having a bearing on whether the pending motion should be adopted or rejected.
- 8.3 A motion to close public debate  
The subsidiary motion to close public debate shall rank between the motion to limit or extend limits of debate and the motion of the previous question. This motion shall require a majority vote, shall not be debated or amended, but may be reconsidered under the same rules as the previous question.
- 8.4. During "Public Comment" after New Business or under provisions of section 7.5, Members of the public are invited to bring before the Board any concern that is with in the providence of the Board. The speaker must use language that is appropriate for debate.

## 9. VOTING

- 9.1. Majority vote is the usual manner for deciding procedural and other questions arising at a meeting. However, there may be exceptions wherein decisions require, by statute, a higher than majority vote. Also, a majority of the members elected and serving is required for final passage or adoption of resolutions or allowance of claims, or other routine business.
- 9.2. A two thirds (2/3) vote shall be required on the following procedural motions.
  - Suspend the rules
  - Limit or extend debate
  - Object to consideration
  - Move the previous question
  - Hold a closed session pursuant to the Open Meetings Act
- 9.3. A roll call vote requires the name and vote of each member be recorded on any action taken by the Board. Unanimous consent shall be recorded as each member voting in favor of the proposed action.

- 9.4. No vote may be taken by secret ballot except on the question of electing a Chairperson.
- 9.5. Mandatory voting on all issues shall be required unless a member is recused, due to conflict of interest, by a majority of the Board.
- 9.6. A question may be reconsidered and decided by a roll call vote if called for by a member who voted with the majority on the roll call. Any member may ask for reconsideration if the matter was decided viva voce. However, a matter may not be reconsidered more than once.
- 9.7. Conflict of interest suggests that a commissioner has a direct or indirect interest in a contract or other business transaction. Members are encouraged to vote after making public the possible conflict.

## 10. RECORD OF MEETINGS

- 10.1. The County Clerk shall be the Clerk of the Board and will be responsible for maintaining the official records and minutes of Board meetings. The minutes shall include all actions and decisions made by the Board and shall indicate the name of the mover of motions and resolutions. Resolutions will be considered by roll call vote and each commissioner's vote indicated.
- 10.2. Record of discussion  
The Clerk shall not be responsible for maintaining a written record or summary written record of the discussions and comments made by Board members or comments made by members of the public. However, the Clerk shall be responsible for making an electronic tape recording of each meeting of the Board. These tapes shall be maintained in the office of the Clerk for a period of six (6) months. The tapes will not leave the office of the Clerk.
- 10.3. Request for remarks to be included.  
A commissioner may have his/her comments printed as part of the minutes upon the concurrence of a majority of the members present. Such comments to be included in the record shall be provided to the clerk in writing.
- 10.4. Public access to meeting records  
The Clerk shall make available to the public the records of Board meetings in accordance with the Freedom of Information Act. Board minutes prepared but not approved by the Board shall be made available for public inspection not more than seven working days following the meeting. Approved minutes shall be available the day following the meeting of the Board wherein approval was given.

## 11. COMMITTEES

- 11.1. Appointment  
Each year, following the election of the Board Chairperson, the Chairperson shall appoint commissioners to standing committees and other assignments as appropriate.
- 11.2. Committee Chairperson  
The person first listed on the roster of each committee shall be Chairperson. In the absence of the chairperson, the next listed commissioners shall act as Chairperson.
- 11.3. Standing Committees of this Board are:
  - 11.3.1 Planning/Budget/Finance
  - 11.3.2 Personnel

- 11.3.3 Building and Grounds
- 11.3.4 Bus
- 11.3.5 Airport
- 11.3.6 Animal Control
- 11.3.7 Veterans
- 11.4. Committee meetings
  - 11.4.1. A majority of the members of a committee shall constitute a quorum. Committee meetings shall be open to the public unless closed by a two thirds (2/3) vote pursuant to the Open Meetings Act.
  - 11.4.2. The committee shall maintain a written record of meetings and shall present records to the Board at a regular meeting. These records shall constitute a public record and shall be made available to any person as required by law.
- 11.5. Exercise of Governmental function
  - A committee shall not exercise a government function in a meeting that is not open to the public unless the Open Meetings Act permits a session to be closed to the public. The committee will make recommendations to the Board and report matters considered and rejected as well as those considered and recommended.
- 11.6 A special, select or ad hoc committee may be formed by the chairperson with consent of the Board or by direction of the Board. Any committee formed under this section shall cease to exist upon completion of its assignment.
- 11.7. Committee of the Whole
  - 11.7.1. Whenever the Board shall meet in “working meetings” the Board shall meet as a committee of the whole and the Chairperson, Vice-Chairperson or another member shall preside.
  - 11.7.2. Meetings of the whole shall comply with the provisions of the Open Meetings Act with respect to public notice except when the Board shall devolve into a committee of the whole at one of its regular meetings.
  - 11.7.3. The rules of the Board shall be observed in committee of the whole meetings except for limiting debate, moving to vote immediately and taking a roll call vote.
  - 11.7.4. Upon request of two thirds (2/3) of the Board, resolutions, ordinances and other matters shall be read aloud by the Clerk and considered and acted upon by sections. When the committee of the whole completes its deliberations, a member shall move that the committee rise and report to the Board.
- 12. EXECUTIVE MEETINGS/CLOSED SESSIONS
  - 12.1. A motion to hold an executive meeting/closed session may be made at any time during the meeting. If the motion passes, the meeting shall be held as provided for in rule 6.3. If rule 7.5 is in effect, then the closed session shall be between public comment and adjournment. The vote on a motion to hold an executive meeting shall be recorded in the minutes. Executive sessions must comply with the Open Meetings Act.
  - 12.2. Minutes of Executive meetings shall be maintained separate and sealed. The minutes shall indicate clearly the topics discussed. The record shall not be disclosed to the public except on order of a court. The clerk shall destroy the minutes after one (1) year and one (1) day after the meeting at which the Board approved the minutes.

13. **PARLIAMENTARY AUTHORITY**  
Robert's Rules of Order Newly Revised (RONR) shall govern all questions of procedure not otherwise provided by these rules, or by State or Federal law. A person so designated by the Board shall serve as the Board's parliamentarian and shall advise the presiding officer regarding rules of procedure.
14. **ADMINISTRATIVE RESOLUTIONS**
  - 14.1. **Definitions**  
Any action regarding the operation or administration of a department of County government or containing policies of the Board applicable to more than one (1) department, and not adopted by ordinance, shall be an administrative policy.
  - 14.2. Any commissioner may introduce an administrative resolution at a regular or special meeting.
15. **PROCEDURE FOR FILLING VACANCIES ON BOARDS AND COMMISSIONS**
  - 15.1. The Administrator shall notify the Board regarding the expiration of term of office on any board or commission where vacancies are filled by the Board.
  - 15.2. The Administrator shall prepare public notice of vacancies. Such action shall not require Board approval. Public notices must be given whenever a vacancy occurs on a board or commission, which the Board has the authority to fill.
16. **BOARD VACANCIES**  
When a vacancy occurs in the office of commissioners by death, resignation, moving from the district or removal from office the vacancy shall be filled by appointment within thirty (30) days by the Board with a resident and registered voter of that district. The person appointed to fill a vacancy which occurs in an odd numbered year shall serve until the vacancy is filled by a special election. The person appointed to fill a vacancy which occurs in an election year shall serve the remainder of the unexpired term. If the Board fails to fill a vacancy within thirty (30) days, the vacancy shall be filled by special election regardless of the year. A person appointed under this section shall, for the purpose of these rules/bylaws, be considered to be elected and serving.
17. **PER DIEM**
  - 17.1. Per Diem for each commissioner shall be \$35.00 for each authorized meeting attended. If the meeting lasts longer than 4 hours, the per diem shall be \$70.00.
  - 17.2. Authorized meetings are meetings of committees to which the commissioner has been appointed, meetings of organizations to which the commissioner is a liaison, and other Board approved events.
  - 17.3. No Per Diem shall be paid for regular and/or special board meetings, committee of the whole meetings, board workshops, or other events which the full board is expected to attend. No per diem shall be paid for attending a committee meeting as an ex-officio member.
18. **ADOPTION AND AMENDMENT OF RULES**  
These rules having been adopted by not less than a two-thirds (2/3) vote of all the

members of the Board, may be amended or rescinded by a two-thirds (2/3) vote of all the members of the Board. They shall remain in effect until amended or rescinded. Any proposed amendment of these rules, properly presented to the Board of Commissioners, shall take immediate effect when adopted, unless the Board at the time of adoption stipulates otherwise.

19. PREVIOUS RULES/BYLAWS

These Otsego County Rules/Bylaws supersede any and all rules/bylaws and amendments adopted prior to this date.

Adopted 1/11/05

5/23/06 copies of this document given to chair & vice chair.