



## Otsego County Board of Commissioners

225 West Main Street • Gaylord, Michigan 49735  
989-731-7520 • Fax 989-731-7529

### NOTICE OF MEETING

The Otsego County Board of Commissioners will hold a regular meeting on Tuesday, December 19, 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 28, 2006 w/attachments
6. Consent Agenda
  - a. Land Use Services Department Violations Policy
  - b. Remonumentation Policy
  - c. Tri-County Court Committee Recommendations
    1. Court Mileage Reimbursement Agreement
  - d. Airport Committee Recommendations
    1. Airport Advisory Committee Reappointments - Josh Kent & Jeff Ratcliffe
  - e. Budget & Finance Committee Recommendations
    1. IT Contract
    2. Water Infiltration Study
    3. Snowmobile Grant
    4. Snowplowing
  - f. Commission on Aging Recommendations
    1. Commission on Aging Reappointments -Rudi Edel
  - g. 2007 Salary Schedule
  - h. Budget Amendments: Treasurer, General/Drains, Planning & Zoning, Prosecutor
7. Administrator's Report
8. Report from Officers
9. Committee Reports
10. Department Head Reports
11. City Liaison, Township & Village Representatives
12. Correspondence
13. Special Presentations
  - a. Kyle Legel - Quarterly Update
  - b. November Financial Reports - Rachel Frisch
14. New Business
  - a. Financials
    1. Warrant B2006-49
    2. Warrant B2006-50
    3. Warrant B2006-51
  - b. County Administrator Contract
  - c. Housing Committee Recommendations

- 1. Housing Committee Reappointments - Clark Bates & Ken Glasser
- d. Budget Amendment Authorization
- e. 2007 Board Meeting Dates
- f. Buildings & Grounds Committee Recommendations
  - 1. Land Use Services Renovations
- g. Budget & Finance Committee Recommendations
  - 1. EMS Cash Advance
  - 2. MSU Extension/Treasurer Clerk I Position
- h. Parks & Rec Commission Reappointments - Pete Awrey & Dave Baragrey
- h. Closed Session - Union Negotiations
- i. Budget & Finance Committee Recommendations
  - 1. Pellston ARFF Contract
- 15. Public Comment
- 16. Board Remarks
- 17. Adjournment

November 28, 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 Glasser, followed by the Pledge of Allegiance led by Commissioner Backenstose.

Roll call:

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

Excused: Bentz.

The regular meeting of November 9, 2006 minutes with attachments were approved as corrected. The minutes were corrected to read on page 2 Motion by Commissioner Glasser, to adopt the 2006 Apportionment report as presented. Ayes: Unanimous. Motion carried.

The agenda was amended to add under new business, financials number 4) Building and Grounds Budget Amendment; Item D) Budget and Finance 1) Public improvement policy; 2) Sheriff Department request.

Item L) Airport Advisory Committee Reappointment-Jeff Ratcliffe was removed from the Consent Agenda and add under new business as item E).

Consent Agenda:

OCR-06-49 Brownfield Grant Support.

Roll Call Vote:

Ayes: Unanimous.

Nays: None.

Motion carried/Resolution adopted. (see attached)

OCR-06-52 Mortgage Discharge Marilyn Henderson.

Roll Call Vote:

Ayes: Unanimous.

Nays: None.

Motion carried/Resolution adopted. (see attached)

OCR-06-53 Court Employees Retirement Health Fund.

Roll Call Vote:

Ayes: Unanimous.

Nays: None.

Motion carried/Resolution adopted. (see attached)

USDA Lease was approved via unanimous consent. (see attached)

ROD Imaging Contract was approved via unanimous consent. (see attached)

Community Mental Health lease was approved via unanimous consent. (see attached)

Government Payment Services Agreement was approved via unanimous consent. (see attached)

The At Will Employment Policy was approved via unanimous consent. (see attached)

The Land Use Services 2006 Budget Amendment was approved via unanimous consent. (see attached)

The MISC Funds 2006 Budget Amendments were approved via unanimous consent. (see attached)

The Sheriff's Department 2006 Budget Amendment was approved via unanimous consent. (see attached)

OCR-06-54 Housing Grant Application.

Roll Call Vote:

Ayes: Unanimous.

Nays: None.

Motion carried/Resolution adopted. (see attached)

The Avfuel Contract was approved via unanimous consent. (see attached)

The FAA lease was approved via unanimous consent. (see attached)

The 2007 Holiday Schedule was approved via unanimous consent. (see attached)

Administrator's report:

John Burt reported he has received bids for windows on the Alpine Center; Gas cards have been switched to Superfleet; Bids for snowplowing; USDA new lease; Government Payment Services Inc. accepting credit cards for services; Community Mental Health lease.

Correspondence:

The Chairman received a memo from the Sportsplex regarding a rate increase request.

Motion by Commissioner Bates, to adopt the proposed rate increase for the Sportsplex, including raising the ice rink rates and pool usage rates by \$15.00 per hour. Ayes: Unanimous. Motion carried.

Special Presentations:

Rachel Frisch presented the Board with the financial update.

Richard Edmonds updated the Board with the progress of the master plan.

Patricia Osborn presented to the Board the 2006 plat books.

Joshua Meyerson, M.D. addressed the Board regarding the Pandemic Flu preparations.

New Business:

Motion by Commissioner Liss, to approve Warrant B2006-46 in the amount of \$93,834.47 with prepaids in the amount of \$13,399.78 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Johnson, to approve Warrant B2006-47 in the amount of \$78,104.86 with prepaids in the amount of \$848.45 presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Hyde, to approve Warrant B2006-48 in the amount of \$165,838.65 as presented.

Motion by Commissioner Backenstose, to approve the Building & Grounds/Delinquent Tax Revolving Fund 2006 Budget amendment as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Bates, to approve the 2007 Board Meeting Dates as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Bates, to approve the updated Board Rules/Bylaws as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Olsen, to adopt the Public Improvement Fund Borrowing Policy as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Glasser, to retain the current roster of Sheriff's Department Deputies as it is until the retirement of Detective Glenn Crane on January 20, 2007, with savings being placed in the Budget Stabilization Fund. Ayes: Unanimous. Motion carried.

Motion by Commissioner Hyde, to approve OCR-06-55 Airport Equipment Sale. A motion to amend above motion by Hyde to add the language of "with conditions" to have the sentence read, 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 with conditions. Vote of amendment-Ayes: None, Nays: Unanimous. Amendment failed.

Motion by Commissioner Bates, to amend OCR-06-55 to delete the words "*and the original airport terminal building*" and inserting the word "*and*" to the sentence will read, whereas, this equipment includes a fire truck and a fuel truck; and deleting the entire sentence of, *resolved, that the Otsego County Board of Commissioners authorized the sale of the original terminal building to the Experimental Aircraft Association chapter 1095 for \$2,500; and be it, further.*



**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 NO. 5	DATE 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

or \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

IN PRESENCE OF \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

UNITED STATES OF AMERICA

or Bonnie R. Kilgore

*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 of 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>			=	<u><b>\$34,352.00</b></u>

*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 Lbers 338 - 699 from Rollfilm  
November 16, 2006  
Page 3

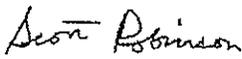
**AGREEMENT**

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 leased 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) 887-0364  
OPEN 7 DAYS

S DATE 11-8-06  
 O L NAME GAYLORD COMMUNITY MENTAL HEALTH S NAME w/ additional rooms  
 D ADDRESS 800 N. WILMINGTON BLVD P ADDRESS PO BOX 101 (SIDE NICK, ALICE HEATH)  
 T O CITY Baylors STATE MI ZIP 49735 T O CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 H # 732-10792 W # \_\_\_\_\_ Cell # \_\_\_\_\_ Fax # \_\_\_\_\_

SALESMAN	MEASURED BY	EMAIL ADDRESS	REPEAT CUST.	INSTALLATION DATE
<u>CAHERYL</u>	<u>HEATH</u>			
AREAS TO BE INSTALLED				
			QTY	PRICE
<u>CARPET</u>	<u>Stati - Tuft 3</u>			
<u>office show-out</u>	<u>12x472 5664 sq ft</u>			<u>14259.88</u>
<u>CARPET WALL LABOR</u>	<u>8504 TREASURE OCEAN</u>			
<u>GLUE DOWN LABOR</u>	<u>(NICKS OFFICE &amp; ALICE'S OFFICE) 70 sq ft</u>			<u>49.00</u>
<u>GLUE DOWN LABOR</u>	<u>5664 sq ft</u>			<u>2831.50</u>
<u>GLUE JUTE KIP &amp; HAIL</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 (BUCKENBERG/black)</u>	<u>10316 LNFT</u>			<u>569.80</u>
<u>COVERBASE LABOR</u>	<u>10316 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 &amp; 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 90 days. Lites will be filed after 90 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			
230	Bob	16	13			
231	Lynn ✓	17	17			
232	Monica	16	15			
		30	10			
	Lobby ✓	39	7.25			
		7	16			
	N Hallway ✓	49	5.5			

*ADD-ON ROOMS 11/6/06*  
*JOE*  
*NICK*  
*ALICE & KATHY*

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 R Stanley

**ESTIMATE GOOD FOR 30 DAYS**

# PROPOSAL

## STANLEY PROFESSIONAL PAINTING



Interior / Exterior  
Commercial / Residential  
Wood Finishing  
Wallpapering



Licensed & Insured

7661 Larkspur Dr. Manelona, Michigan 48660  
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 3/3/06**

**\$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. Manosoma, Michigan 49659  
Phone: (231) 685-6342

**North Country Community Mental Health**

Customer Name

Date **September 7, 2006**

**800 Livingston Blvd.**  
Address

**Same**

**Gaylord, MI 49735**

Address Where Work is To Be Performed

**(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. Manalawa, 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) 732-6292**

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 A. 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 MII12006OTSEGO 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 MI112006OTSEGOCOUNTY01**

**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.

Approved by the Board of Commissioners on \_\_\_\_\_



## 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>		\$	\$6,275.00 <i>9,705 MC</i>

**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>		\$6,275.00 <i>9,705-</i>	\$

*[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**

Page 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>212E430-703030 - Hourly wages</i>	\$ 475.00	\$
<i>" - 704200 - Soc. Sec. taxes</i>	\$ 37.00	\$
<i>" - 704300 - Retirement</i>	\$ 125.00	\$
<i>" - 930980 - Sterilization</i>	\$	\$ 637.00
-	\$	\$
-	\$	\$
<b>Total</b>	\$ 637.00	\$ 637.00

*Rachel Brown*  
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
249E311 - 703030 - Hourly Wages	\$ 517.00	\$
" - 704200 - Soc Sec taxes	\$ 40.00	\$
" - 704300 - Retirement	\$ 123.00	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$ 680.00	\$

Department Head Signature

Date

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

*[Handwritten Signature]*

Administrator's Signature

Date

11/13/06

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
645E201-703030 - Hourly wages	\$ 301.00	\$
" -7042.00 - SocSec taxes	\$ 23.00	\$
" -704300 - Retirement	\$ 64.00	\$
" -930450 - Shipping+Mail	\$ 1,200.00	\$
" -930600 - Membr+Dues	\$ 155-	\$
" -704110 - Hospitalization	\$	\$ 1,743.00
<b>Total</b>	\$ 1,743.00	\$ 1,743.00

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





**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

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

*Jh Burt*  
Administrator's Signature

*11/13/06*  
Date

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>	\$ <del>18</del> .00	\$
<i>" - 704200 - Retirement</i>	\$ 60.00	\$
<i>" - 930500 - Travel</i>	\$	\$ 314.00
-	\$	\$
-	\$	\$
<b>Total</b>	\$ 314.00	\$ 314.00

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

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 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
101E252 - 703030 - Hourly wages	\$ 241.00	\$
" - 704200 - Soc Sec Taxes	\$ 19.00	\$
" - 704300 - Retirement	\$ 60.00	\$
" - 920400 - Rept+ Maint.	\$	\$ 320.00
516E253 - 703030 - Hourly wages	\$ 292.00	\$
" - 704200 - Soc Sec Taxes	\$ 23.00	\$
<b>Total</b> <sup>61</sup> 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.

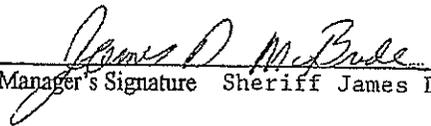
FUND:  General  Capital Improvement  Special Revenue  Debt Service

**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 1 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 - 703060 - Part-Time	\$	\$ 19,743.03
" - 703070 - Overtime	\$ 2,000.00	\$
- 704300 - Retirement	\$ 1,500.00	\$
- 704500 - Unemployment	\$ 130.00	\$
- 726000 - Supplies - General	\$ 80.00	\$
- 920520 - Rental-equip.	\$ 1,500.00	\$
<b>Total</b>	\$	\$

[Signature]  
Department Head Signature

11-22-06  
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 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 - <sup>Clothing</sup> Bedding	\$ 1,000.00	\$
- 940010 - Outside Contract	\$	\$ 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 \_\_\_\_\_

<b>Finance Department</b>	
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 \_\_\_\_\_

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

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

Date \_\_\_\_\_

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

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

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

**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

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:**

<u>Fuel Type</u>	<u>Gallons from/to</u>	<u>Rate</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**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<sup>®</sup> 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<sup>®</sup> 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.

**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

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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 1/4% 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.**

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.

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(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 Lyde  
Paul Buehner

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

Title: AIRPORT COMMITTEE CHAIRMAN

Title: REAL ESTATE CONTRACTING OFFICER

Date: 11-12-06

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

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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.

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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



## OTSEGO COUNTY BUDGET AMENDMENT

### FUND/DEPARTMENT: Building and Grounds/Delq. Tax

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
6370050   -699030   -Transfers In	\$	\$50,000
-	\$	\$
-	\$	\$
-	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$50,000</b>

#### EXPENDITURE

Account Number	Increase	Decrease
516E999   -999000   -Transfers Out	\$50,000	\$
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
<b>Total</b>	<b>\$50,000</b>	<b>\$</b>

Rachel Frisch  
Department Head Signature

11/21/06  
Date

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

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

\_\_\_\_\_  
Date

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

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

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



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## 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.



## Public Improvement Fund Borrowing Policy

### PURPOSE

The purpose of this policy is to set the procedures for loans from Otsego County's Public Improvement Fund, as established by Resolution OCR 91-46, to General Fund Departments, Special Revenue Departments (County Departments with dedicated millages), and the following Component Units: Commission on Aging, Emergency Medical Services, Bus System, Road Commission, Sportsplex, and University Center.

### POLICY

It is the policy of Otsego County that loans from the Public Improvement Fund to Component Units or Special Revenue Departments will be repaid at an interest rate that is the highest of either 4% or the investment rate of interest the Public Improvement Fund is earning on the date of the loan request (or the average rate of interest, if the Public Improvement Fund dollars have been invested in more than 1 investment medium).

Loans from the Public Improvement Fund to General Fund Departments will not be required to pay interest.

If payment is late by more than 30 days, the Otsego County Finance Department is directed to transfer the funds for the payment from the appropriate borrower's cash account.

Loans may be approved for acquiring, constructing, extending, altering, repairing or equipping public improvements or public buildings, or for purchasing major equipment. Loans for operational expenses will not be allowed.

### PROCEDURE

1. Requests for loans from the Public Improvement Fund must be in writing to the County Administrator. The request should include the reason for the loan request, duration of the loan, amount of the loan, source of replacement funds to pay back the loan, and payment terms (i.e. quarterly, monthly...). Supporting documentation may be required with the loan application.
2. The County Administrator will then present the request to the Budget & Finance Committee for their recommendation to the full Board of Commissioners.
3. The Board of Commissioners will have final approval over loan requests.

**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 and a fuel truck; 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 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.



December 19, 2006  
Agenda



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

## Land Use Services Violation Enforcement Policy

The purpose of this policy is to ensure that all violations of zoning or building codes, investigated by the Land Use Services Department, are treated in a uniform and fair manner.

### Zoning Department Procedures

The Zoning Enforcement Officer employed by the Zoning Department is responsible for working with Township and County Officials to enforce zoning ordinance violations.

Violations of the Zoning Ordinance have been designated as Municipal Civil Infractions, such violations are not criminal in nature and enforcement of such violations must follow a specific procedure.

It is not the intent of the Zoning Department to enforce violations for the sole purpose of obtaining fines. The purpose and intent of the Zoning Department is to insure that all citizens within the County know and understand the Zoning Ordinance and are provided assistance in order to comply with the rules and regulations found in the Zoning Ordinance.

It is not the policy of the Otsego County Zoning Department to patrol and look for violations of the County Zoning Ordinance. Violations of the Zoning Ordinance will be investigated based on complaints received by the Zoning Department from private citizens or from Township or County Officials. The following procedures will be followed upon receipt of a complaint.

1. Upon receipt of a complaint, the Zoning Enforcement Officer will investigate the complaint to verify that a violation does in fact exist.
2. Upon verification of a violation of the Zoning Ordinance, the Zoning Enforcement Officer will act as the complainant and all previous information regarding the complaint will be held strictly confidential.
3. The Zoning Enforcement officer will, by first class mail, notify the property owner of the property in question, of the violation and request that the violation be corrected within a specific time period. The time period will be determined by the Enforcement Officer based on the type of violation and other factors such as the weather.
4. If the property owner contacts the Zoning Enforcement Officer immediately in response to the initial letter of concern, then the Zoning Enforcement Officer shall work with the property owner to insure that the violation is corrected in a

reasonable time frame as agreed to between the property owner and the Zoning Enforcement Officer. The Zoning Enforcement Officer shall continue to monitor the property to verify that the property owner is complying with the agreed correction of the violation.

5. In the event that no action is taken by the property owner following the mailing of the written notification of the violation, the Zoning Enforcement Officer shall follow the procedures required for issuance of a Municipal Civil Infraction Citation. The Zoning Enforcement Officer shall mail to the property owner a "Notice of Violation" form advising the property owner that the property owner has two weeks to contact the Zoning Enforcement Officer and pay a fine and arrange for the correction of the violation or to deny responsibility for the violation.
6. If the property owner contacts the Zoning Enforcement Officer and pays the fine and agrees to correct the violation, the Zoning Enforcement Officer shall work with the property owner to arrange for the violation to be corrected within a reasonable time. The Zoning Enforcement Officer shall continue to monitor the property to verify that the property owner is complying with the agreed correction of the violation.
7. If the property owner does not reply to the "Notice of Violation" or if the property owner denies responsibility for the violation, the Zoning Enforcement Officer shall mail to the property owner a "Citation" form advising the property owner that the property owner must appear in Otsego County District Court regarding the violation. A copy of the 'Citation' form will be provided to the District Court Clerk and the matter will, from then on, be within the jurisdiction of the District Court

### Building Department Procedures

The Building and Construction Trades Inspectors employed by the Building Department are responsible for working with residential and business property owners, architects, engineers, building contractors, and builders to enforce the State of Michigan Residential Building Code and the Michigan Building Code.

The Michigan Building Codes are minimum requirements necessary to insure safe construction and installation of plumbing, mechanical and electrical components within residential and commercial structures. Since the Building Codes are State mandated regulations necessary to insure the health and safety of the public, it is the responsibility of all inspectors to document any violations of the Building Codes.

It is not the policy of the Otsego County Building Department that inspectors actively patrol and look for violations of the Building Codes; however, all inspectors have a duty to report any activity that appears to be in conflict with the Building Codes. In addition violations of the Building Codes will be investigated based on complaints received by the Building Department from private citizens or from Township or County Officials. The

following procedures will be followed upon receipt of a complaint.

1. Actions when an Inspector spots a suspected violation.

If an inspector, while on the road, during the performance of his normal inspection duties, spots what he believes to be a violation of the building code, such as, but not limited to construction without a permit, erection of a tent without a permit or any other similar suspected violation. The inspector shall do the following:

- A. No inspector shall stop and talk with or take any action regarding the suspected violation at the time he initially spots the suspected violation.
  - B. The inspector, upon returning to the Building Department shall prepare a typed written report stating the following:
    1. the date and time the suspected violation was seen
    2. What the inspector was doing at the time and how the inspector happened to notice the suspected violation
    3. What the suspected violation is and what caused the inspector to believe that a violation exists.
    4. The address of the suspected violation or a description suitable for use to attempt to identify the location of the suspected violation
  - C. Inspectors will submit the written report to the Building Official. If the complaint has been received from a private citizen or a Township or County Official the complaint will be submitted to the Building Official. The Building Official will research the suspected violation by checking the address to determine if any building permits have been issued and will do any other research that is required to determine if a violation has occurred.
  - D. The Building Official will prepare a typed written report detailing his research into the suspected violation and provide all of the documentation to the Land Use Services Director.
  - E. If the Building Official's report demonstrates that a violation does exist, the Director of Land Use Services will have a letter prepared to the owner of the property in question advising the owner of the violation. The letter will be signed by the Building Official and the Director of Land Use Services.
2. Upon verification of a violation the Building Official or the initial Building Inspector who spotted the violation will act as the complainant and all previous information regarding the complaint will be held strictly confidential.
  3. The letter prepared by the Director of Land Use Services and the Building Official will be mailed by first class mail, notifying the property owner of the property in question, of the violation and requesting that the property owner contact the Building Department immediately so that the violation can be corrected.
  4. If the property owner contacts the Building Department immediately in response to the initial letter of concern, the Building Official shall work with the property owner to insure that the violation is corrected in a reasonable time frame as agreed to between the property owner and the Building Official. The Building Official shall continue to monitor the property and the Building Department permitting system to

verify that the property owner is working with the Department to comply with the Building Code requirements.

5. In the event that no action is taken by the property owner, after two weeks, following the mailing of the written notification of the violation, the Building Official shall follow the procedures required for issuance of a Misdemeanor Citation. The Building Official shall mail to the property owner a "Citation" form advising the property owner that the property owner must appear in Otsego County District Court regarding the violation. A copy of the 'Citation' form will be provided to the District Court Clerk and the matter will, from then on, be within the jurisdiction of the District Court.



*Otsego*  
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## Remonumentation Program Policy

### **BACKGROUND AND PURPOSE**

The purpose of this policy is to set requirements that must be fulfilled as part of Otsego County's participation in the State Remonumentation Program.

Michigan Public Act 345 of 1990, the State Survey and Remonumentation Act coordinates the monumentation and remonumentation of property controlling corners in Michigan, and required the adoption of county remonumentation plans.

According to the Monumentation and Remonumentation Plan for Otsego County, Michigan 1992, the County Grant Administrator is appointed by the Board of Commissioners to submit and administer the annual State of Michigan's Survey and Remonumentation Grant.

It is in the best interest of the County to ensure the timeliness and integrity of the Survey and Remonumentation Program by requiring certain conditions be met in order for Otsego County to participate in the State of Michigan Survey and Remonumentation Grant Program.

### **POLICY**

The County's Grand Administrator will draft and submit proposed County/Monumentation-Surveyor and County/County Representative Contracts to the Otsego County Board of Commissioners for its approval and authorization for execution prior to participation in the annual Remonumentation Program. These Contracts will include timelines for completing contracted work, as well as monetary penalties for violations of the Contract.

COURT MILEAGE REIMBURSEMENT  
AGREEMENT

November 13, 2006

**Statement:** The 46<sup>th</sup> Circuit Trial Court and its respective funding units recognize that occasionally the need arises for employees to travel to other locations. It is important that when an employee incurs the costs of traveling to another location, in order to perform work related functions, that the employee be reimbursed. To that end, the following conditions regulating reimbursement have been set forth.

**Effective:** November 15, 2006  
**Date**

**Rate:** To be determined by the local Board of Commissioners

**Alternative Funding:**

In the event mileage reimbursement is an eligible expense that is completely covered under grant/fund funding, then the mileage reimbursement rate should be set at the reimbursement rate approved within the grant/fund. In the event the mileage rate is not 100% reimbursable, the rate shall be set at the rate contained within the grant/fund budgets. This rate may not exceed the current mileage reimbursement rate established by the State of Michigan without approval from the appropriate funding unit.

**Conditions:**

Education – Training – Conferences

Employees that are required to travel in order to receive further knowledge that will have a positive impact on their ability to perform their job responsibilities will be reimbursed for mileage traveled in their personal vehicle. The reimbursement will be paid by the county in which they work. Whenever possible and/or practical the court will encourage their employees to embrace cost sharing practices such as car pooling, using a county car or sharing of rooms in order to be eligible for reimbursement.

Supervision/Support

Occasionally, specific supervisors or skill sets will be required to travel to a location other than the “home office” of that specific employee. The mileage traveled will be reimbursed to the employee by the home funding unit, providing it is approved by the employee’s supervisor. If the reimbursement involves a tri-county employee, the payment will be processed at the tri-county rate.

Coverage

At times, the court may deem it necessary to send an employee to another county in order to cover a staffing shortage. The traveling employee will be reimbursed for mileage at a rate determined by the funding unit where the employee is working. This agreement will remain in effect as long as all three funding units and the Court agree with its purpose. Upon a thirty day written notice by the court or any of the funding units this agreement will become null and void.

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Judge Patricia Morse – Chief Judge

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Dave Stephenson – Chair  
Crawford County

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Mike Cox – Chair  
Kalkaska County

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Paul Beachnau – Chair  
Otsego County



*Otsego*  
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## 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 Sub-Committee (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.*



*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?

**Please print or type.**

**Name:** JOSH KENT

**Address:** 302 N Court **Zip Code** 49735

**Telephone:** 989-732-5577 **Other:** 989-350-5577

**Date available for appointment** anytime. Call.

**County Commission District** Towntown.

Are you a registered voter in Otsego County?  **Yes**  **No**

If yes, which township, city or village? City of Gaylord

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.

\_\_\_\_\_Graduate of Leadership Otsego County\_\_\_\_\_

\_\_\_\_\_Served as Chamber Ambassador\_\_\_\_\_

\_\_\_\_\_Previously served on Airport Advisory Board\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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.

\_\_\_\_\_Businss Owner... Kent Properties\_\_\_\_\_

\_\_\_\_\_Alpine Computers\_\_\_\_\_

\_\_\_\_\_AlpineWEB\_\_\_\_\_

\_\_\_\_\_Alpine Digital Media\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_VFR Pilot\_\_\_\_\_

\_\_\_\_\_

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.

\_\_\_\_\_  
Interested in local economic growth  
\_\_\_\_\_  
Pilot and local business owner

\_\_\_\_\_  
Also see... "Employment and Education"  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
JOSH KENT  
Signature

\_\_\_\_\_  
11-29-2006  
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.*

**EMPIRIC SOLUTIONS, INC.**  
**COMPASS MANAGEMENT SERVICE AGREEMENT**

This Agreement is made and entered into this 1st day of January 2007, (hereinafter referred to as "Effective Date") by and between EMPIRIC SOLUTIONS, INC., a Michigan corporation, of 321 East Lake Street, P.O. Box 58, Petoskey, Michigan 49770-0058 (hereinafter referred to as "ESI") and OTSEGO COUNTY, a Michigan county government of 225 West Main Street, Gaylord, Michigan 49735 (hereinafter referred to as "Client").

WITNESSETH THAT:

WHEREAS, Client desires to engage ESI to provide the Services; and

WHEREAS, ESI is interested in providing such Services; and

WHEREAS, Client and ESI mutually desire to set forth the terms applicable to such Services.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

**TERM**

1. The term of Agreement shall commence on the Effective Date hereof and shall continue for a period of one (1) year (hereinafter referred to as "Term"). Agreement with all terms and conditions set forth herein shall at the end of Term **not** automatically renew. Agreement may be terminated prior to end of Term without penalty upon written consent by both parties. Either party may terminate this agreement without penalty by providing the other party written notice of the intent to terminate no less than 90 days prior to the effective date of termination.

**SERVICES**

2. ESI shall provide Client with technology management services. ESI will provide onsite and remote technology support staff and perform network monitoring to receive advanced notification of issues related to network operational status. In general terms, ESI will provide Client with labor, expertise, and technology services sufficient to maintain the Client's technology in an effort to reduce downtime, maintain network performance and provide a technology infrastructure sufficient for the Client's daily operations. Details of Services are contained in Exhibit "A" Services - Compass Management (hereinafter referred to as "Services").
3. Unless otherwise specified in this Agreement, all equipment and software required to provide Services, whether at ESI's premises or at Client's premises and whether owned by ESI ("ESI's Technology") or Client, shall be configured and managed by ESI during the Term of Agreement. Any of ESI's Technology which is located at Client's premises during the Term of Agreement shall be returned within 15 days of the end of Term or any termination of agreement or ESI may invoice Client for the reasonable then current value of ESI's Technology.
4. ESI shall not be responsible for monitoring, supporting or maintaining technology installed or modified by Client or any third party unless ESI is involved in the technology's installation or modification to insure compatibility with Services. Furthermore, Client shall make reasonable efforts to involve ESI in all technology related decisions which directly or indirectly affect Services. Failure to involve ESI in decisions which affect Services may be considered breach of this agreement.
5. ESI shall not be responsible for any incidental costs incurred by Client as a result of Services. ESI does not guarantee continuous or uninterrupted service. Routine maintenance and periodic system repairs, upgrades, and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, and other situations, including mechanical or electronic breakdowns may result in temporary impairment or interruption of Services.

ESI Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_

6. ESI shall not be responsible for monitoring, supporting or maintaining technology which is not compatible with Services.

**COMPENSATION**

7. ESI will invoice Client two fees for Services:

**Base Management Fee:                      \$3880/month†**

Client requested fixed cost fees to be itemized as follows:

Fixed Cost – 51% Otsego County:      \$2,000/month†

Fixed Cost – 49% Otsego Court:      \$1,880/month†

**Hourly Fee:                                      \$90/hour \***

After Hours Response:      Two hours minimum charge.\*\*

† ESI reserves the right to adjust the Base Management Fee prior to the end of the Term in the event there are substantial Client approved technology changes including but not limited to: increasing or decreasing quantity of servers, replacing servers, substantial change in number of desktop systems, new or substantial changes in existing software, and new or substantial changes in physical department locations which require infrastructure changes. ESI must notify Client of new Base Management Fee before Client approved upgrades are implemented. ESI will not be permitted to adjust fees for technology changes performed by ESI without Client approval.

\*ESI's standard hourly fee is \$125/hour. However, ESI provides a discounted Hourly Fee to contracted clients.

\*\* ESI's normal business hours are Monday through Friday, 08:30 to 17:00, excluding ESI holidays.

8. During the Term, Client will pay the Base Management Fee by the first day of each Month in advance of the Month in which Services are provided.
9. ESI shall provide, and Client agrees to pay, monthly invoices for the Base Management Fee, Hourly Work, and materials consumed while supporting Services. Invoices shall include a reasonable description of all accumulated charges including department codes for Hourly Work. Client agrees to pay to ESI, all federal, state, and local taxes that may be imposed on Services.
10. Client agrees to pay ESI according to the terms stated on each invoice (Net 30 for Base Management Fee Invoices, and Net 45 for Hourly Fee Invoices). ESI may assess a late fee of 1.5 percent per month on past due balances. Any balance greater than 30 days past due may result in suspension of Services. In the event that ESI shall hire legal counsel to collect (or attempt to collect) any amount due under Agreement, Client shall be required to reimburse ESI for reasonable attorney fees and costs of collection.
11. If Agreement is breached by Client, ESI shall stop providing Services and ESI shall be entitled to immediate payment for all Hourly Work.

ESI Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_

**CONFIDENTIALITY AND NON-COMPETITION**

12. Both parties acknowledge that, in order for ESI to provide Services, ESI will have access to private, confidential and non-public Client information. ESI agrees that it will not, during or at any time after ESI ceases to provide services, use for itself or others, or disclose or divulge to others, private, confidential and non-public Client information, or any other proprietary Client information without the express written permission of Client, except as required by law or court order or as necessary to provide Services under Agreement or information which is now, or becomes in the future, public knowledge other than through acts or omissions of ESI.
13. Both parties acknowledge that, in order for Client to receive Services, Client will have access to private, confidential and non-public ESI information consisting of but not necessarily limited to: methods, processes, formulae, systems, techniques, inventions, machines, computer programs, unlisted telephone numbers, ESI passwords, encryption codes, and password change schedules. Client agrees that it will not, during or at any time after Client ceases to receive services, use for itself or others, or disclose or divulge to others, private, confidential and non-public information, or any other proprietary ESI information without the express written permission of ESI, except as required by law or court order or information which is now, or becomes in the future, public knowledge other than through acts or omissions of Client.
14. Client acknowledges that upon discontinuance of services from ESI, Client shall return to ESI all documents and property of ESI, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, computer software, computer hardware, and all other materials and all copies thereof relating in any way to ESI's confidential business practices, or in any way obtained by Client during the course of receiving services from ESI. Client further agrees that they shall not retain copies, notes or abstracts of the foregoing.
15. ESI will be entitled to obtain an injunction to prevent threatened or continued violation of Section 14 and 15, but failure to enforce these Sections will not be deemed a waiver of this Agreement.
16. ESI may list Client in ESI promotional materials and on ESI's web site and shall be free to engage in an agreement with, and provide services to, any other client.
17. Client shall not attempt to solicit for employment (or hire) or contract services directly from any employee of ESI during the term of Agreement (or for 6 months thereafter) without the express written consent of ESI. ESI shall not attempt to solicit for employment (or hire) or contract services from any employee of Client during the term of Agreement (or for 6 months thereafter) without the express written consent of Client.

**CONDITIONS OF USE**

18. ESI reserves the right to monitor Client's use of Services for the purpose of ensuring security of ESI's systems, managing resources of ESI's network, and compliance with terms of Agreement.
19. Client acknowledges that ESI's staff is authorized for unsupervised access to Client facilities and systems for the purposes of providing Services.
20. ESI acknowledges that ESI's use of Client technology is limited to providing Services to Client and accessing ESI systems for business purposes.
21. ESI will follow strict hiring guidelines to help ensure ESI staff are ethical and trustworthy. ESI will keep employee fingerprints on file.

**ACCEPTABLE USE**

22. Client agrees not to engage in any activity that would constitute a threat to the security or performance of ESI's systems or services.

ESI Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_

23. Client acknowledges their sole responsibility to maintain proper software licenses for all software installed on Client's systems. ESI will notify Client of any detected software license violations and provide technical assistance to Client in their efforts to correct any violation. Client acknowledges that failure to comply with software licenses may result in the immediate termination of Services provided by ESI.
24. Client may not transfer or sublease any Service, or portion thereof, provided under Agreement unless stipulated otherwise in attachments hereto.

**WARRANTY**

25. Client agrees that there are no express or implied warranties relating to delivery of Services, nor warranties of merchantability or fitness for any particular purpose of those Services, nor any warranty extended to equipment associated with those Services unless stipulated otherwise herein or in attachments hereto. In the event of any breach of warranty stipulated in attachments hereto, damages shall be limited to the price paid by Client to ESI for those specific Services.

**EXCLUSIONS**

26. ESI shall not be responsible for loss or recovery of any Client data, loss of profits, loss of business or goodwill, loss of use of data, interruption of business, or for any special or incidental damages, whether for breach of warranty, breach of contract, tort, negligence, failure to perform, or otherwise, even if ESI has been advised of the possibility of such loss or damage unless ESI is found grossly negligent in providing Services.

**MISCELLANEOUS**

27. Neither party may assign its rights and responsibilities under Agreement without the written consent of the other party.
28. The waiver of any breach or default under Agreement shall not constitute the waiver of any subsequent breach or default.
29. The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the Agreement or the intent of any provision thereof.
30. Client represents to ESI that the Client's Representative executing Agreement on behalf of Client is duly authorized to do so, and that Agreement will be a valid and binding obligation of Client upon acceptance by ESI. Agreement shall not be binding upon ESI until it has been duly executed by ESI's Representative and Initial Payment is received by ESI.
31. Client shall indemnify ESI, its affiliates, officers, directors, licensees and licensors from any and all claims and expenses, including, without limitation, reasonable attorney's fees, arising from Client's breach of any provision of Agreement.
32. ESI shall indemnify Client, its boards, officials, employees, and agents from any and all claims and expenses, including, without limitation, reasonable attorney's fees, arising from ESI's breach of any provision of Agreement.

ESI Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_

- 33. Michigan law shall control in the interpretation of Agreement. In the event that any of the provisions of this Agreement are found by a court or legal authority of competent jurisdiction to be illegal or invalid, said provisions shall be limited or eliminated to the minimum extent possible so that this Agreement shall otherwise remain in full force and effect.
- 34. The terms and conditions of Agreement shall prevail notwithstanding any inconsistent terms and conditions that may be contained in any purchase order or other document submitted by Client to ESI.
- 35. Neither party to Agreement shall be responsible to the other party or any third party for failure to fulfill or delay in fulfilling its obligations under Agreement due to causes beyond reasonable control.

IN WITNESS WHEREOF, the parties hereto have hereunto caused Agreement to be signed and delivered by their duly authorized agents, all as of the Effective Date stated above.

**ESI: Empiric Solutions, Inc.**

**Client: Otsego County**

X. \_\_\_\_\_

X. \_\_\_\_\_

By: Eric D. Seelye

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

Title: President

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

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

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

ESI Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_

**EXHIBIT "A"**  
**SERVICES - COMPASS MANAGEMENT**

In 1998, Empiric Solutions, Inc. began developing and testing a unique service called "Compass Management". With most clients facing increased technology dependency and the ensuing increased support costs, proactive management became fundamental for success. After several years of development, Compass Management emerged as an affordable solution, providing stability, security, scalability, and reliability. Consisting of four levels or "compass points", each point builds upon the previous. North provides basic services for small businesses while West provides for fully customized solutions. Compass Management aims at eliminating emergencies, minimizing downtime, decreasing problem resolution time, reducing costs, managing assets, and optimizing network performance. Utilizing a sophisticated array of technology and a focused, proactive business model, Compass Management enables highly efficient network support and effectively bridges the gap between cost and technology dependency. From basic technology management to complex monitoring and tracking solutions, the following is an overview of services provided through Compass Management.

**Hourly Fee Services**

ESI offers a discounted hourly fee for Compass Management clients (see Compensation section). Some tasks may be invoiced on an hourly basis ("Hourly Work") and unless otherwise noted, hourly fees apply to labor associated with each service. Hourly Work is typically less regular in nature and therefore will be logged and billed on detailed monthly invoice. This work may stem from approved upgrades requested by departments, driven by industry technology changes, notifications from remote network monitoring, or increased workload requiring Network Administrators to perform Network Technician tasks in order to meet deadlines. Due to the sophistication of the Client's network and the dynamic nature of supporting the network, Client authorizes ESI to perform Hourly Work in a self-directed and self-managed manner, provided the work is reasonable, in the best interest of the Client, and consistent with ESI billing practices. It is expected that the Client and ESI will work cooperatively to minimize excessive Hourly Work.

**Network Administration Services**

ESI designs, installs, and maintains mission critical systems such as servers, switches, routers, firewalls and security, working closely with clients to establish technology plans, define goals, and ensure goals are compatible with client budgets. ESI Administrators are highly proficient in: LAN/WAN Design, DNS, DHCP, TCP/IP, all Windows flavors, AS/400 operations, Cisco Management and Design, Firewall Management, Content Filtering, VPN, Encryption, Security, and CJIS/MSP Security.

**Strategic Planning Meetings** – Included in Base Management Fee except as noted herein

ESI will participate in department or strategic planning meetings. Hourly fees will be waived for up to three meetings per month. Meetings shall not exceed two hours in length. ESI encourages regular communication with Client, building relationships and ensuring technology goals and challenges are addressed. These meetings present an opportunity for departments to discuss ideas, technology challenges, and receive preliminary designs to help them plan technology upgrades in their respective departments, insuring compatibility with overall network design.

**24/7 Remote Network Monitoring** – Included in Base Management Fee except as noted herein

ESI's remote network monitoring is a proven system that automatically monitors Client network health and status. ESI will perform tests on critical network systems at regular intervals according to Client and system requirements. Failed tests will be classified as warnings or alerts and appropriate notifications sent to ESI staff. After-hours notifications will only be sent if Client has selected an after-hours response option. Creation of tests and responses to notifications may be classified as Hourly Work. ESI is continually adding new tests as improved testing methods become available. While monitoring may not eliminate network downtime, it drastically reduces that downtime. ESI will make reasonable efforts to insure adequate monitoring and notifications are in place to alert of known and suspected vulnerabilities. Additional fees may also apply for after-hours response to detected issues.

**Backup Monitoring and Remediation** – Included in Base Management Fee except as noted herein

ESI will perform daily analysis of backup system performance and reliability, monitor backup systems, receive notification of errors and performs regular onsite inspections. Maintenance which is beyond regular remediation may be

ESI Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_

classified as Hourly Work. For example, if a new software/hardware solution is implemented requiring a restructuring of the backup system, this labor may be considered Hourly Work.

**Network Technician Services** – Included in Base Management Fee except as noted herein

ESI will provide Client with onsite Network Technician(s) whose responsibilities include addressing typical daily issues related to desktop, user, printer and basic network server issues. The Network Technician(s) will be readily available ensuring Client has rapid access to the support they need. Additionally, the Network Technician(s) provide ESI's Network Administrators with daily activity reports and provide a front-line view of the Client's technology needs.

Network Technician(s) will provide onsite and remote technology related support for the following types of technology systems:

- Desktop/Laptop computers
- Locally attached printers
- Desktop software applications
- Backup tapes (Changing, cleaning and reviewing logs)
- Network user accounts (Add/Delete/Modify)
- Network printers (physical installation only – see below)

Network Technician(s) will not be responsible for the following types of systems:\*

- Network Server setup or maintenance (Except monitoring backup systems)
- Network infrastructure and security (e.g. Cabling, Managed Hubs/Switches/Routers/Firewalls)
- Server side configuration of network printers

Network Technician(s) may also perform any other task as assigned by Network Administrators. Work performed which is outside the scope of the above assigned duties or beyond 120 hours per month may be classified as Hourly Work. If Client has selected an after-hours response option, Network Technician(s) may be assigned to handle after-hours responses. Client may be billed for after-hours work according to the hourly rates specified in this Agreement.

*\* These systems require more highly trained personnel and will be handled on a time and material basis by qualified ESI staff or through a separate agreement with other contractors.*

**LEIN/LGNET Services:**

ESI will manage the LEIN/LGNET systems which provide services to Otsego, Crawford, and Kalkaska Court Sheriff and County personnel. ESI will be the primary point of contact for the LGNET PoP. Since this LGNET connection is utilized by additional agencies, Hourly Work performed specifically for non-Client agencies (e.g. Crawford or Kalkaska) will be invoiced directly to those respective agencies and will not be included on Client invoices.

**Biometric Authentication Systems Management:**

ESI will manage the Court Biometric Network Authentication System.

**Network Documentation**

ESI will maintain network documentation as part of its regular work on client networks. Accurate and thorough network documentation (physical and logical) is imperative and provides a reference for network upgrades, problem avoidance, and disaster recovery.

**Purchase Management**

*In order to maintain a non-biased perspective, ESI does NOT sell hardware or software.*

ESI will act as a purchasing coordinator to obtain quotes and manage technology purchases. Client may be required to issue purchase orders or provide final approval on credit card purchases initiated by ESI. ESI's purchase management service will help ensure correct products are acquired, applicable discounts are utilized (i.e. Non-Profit, Governmental or Educational pricing), and punctual deliveries are made to proper locations. In addition, ESI will coordinate staff and equipment arrival, allowing for expedited installations.

ESI Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_

**Software Assessment & Evaluation**

ESI, with client input, will maintain a list of approved software applications by which software licensing is more easily tracked, network stability is increased, and software violations eliminated. ESI recommends all software applications go through a two part approval process before purchasing:

1. Technology Approval: Is the software compatible with the existing systems? Are there "hidden" costs associated with the software (e.g. backup considerations or increased Internet bandwidth requirements?)
2. Administrative Approval: The software should be approved by non-technology personnel to ensure it meets Client needs and goals.

**Hardware Assessment & Evaluation**

ESI, with client input, will maintain a list of approved hardware standards by which network stability and security is increased, inventories are more easily tracked, compatibility issues are eliminated, and network efficiency is maintained. ESI recommends all hardware go through a two part approval process before purchasing.

1. Technology Approval: Is the hardware compatible with the existing systems? Are there "hidden" costs associated with the hardware (e.g. additional network jacks, consumable costs, maintenance costs)
2. Administrative Approval: The hardware should be approved by non-technology personnel to ensure it meets Client needs and goals.

**24/7 Response**

Included;  Not Included: ESI will respond to after-hours emergencies as detected through monitoring or Client request. Additional fees and service minimums may apply (See Compensation section).

**Network Inspection**

Regular physical inspection of network systems is also necessary to ensure a reliable network operating environment. While many of these inspections will be performed by Network Technician(s) some inspections must be performed by Network Administrators.

**Miscellaneous**

ESI staff will perform and/or coordinate with third party vendors/contractors to ensure Client technology is properly maintained, upgraded, and performing reasonably for Client.

**Methods**

**Real-Time Remote Management**

ESI has developed a highly layered, secure, remote access and management system, allowing ESI staff to monitor, diagnose, and resolve issues from basically anywhere in the world. Remote Management is also utilized within the Client's onsite network, reducing response times and travel between buildings. Whether utilized by onsite staff or a remote network administrator, ESI's remote management system provides rapid response to Client needs.

**Security Assessment**

ESI performs every technology management task with an underlying security assessment. Each upgrade, modification, and adjustment is cross-referenced with Client specific security requirements. The 46<sup>th</sup> Circuit Trial Court has strict security requirements in order to remain compliant with CJIS, MSP and LEIN regulations. ESI is well versed in these regulations and will continue to work with State security officers to keep the Client's network in compliance.

**Technical Support/Helpdesk Services**

ESI provides reliable methods to *request* support, which is equally important to *providing* support. ESI has a structured Helpdesk and issue tracking system by which requests are promptly and accurately completed. Clients may submit help requests by email, web, phone, or in-person. Additionally, phone calls are answered by a real-person during normal working hours and, during off-hours, forwarded to an on-call Network Administrator. Critical issues are usually addressed immediately and all tasks are cataloged and addressed in a timely manner based on severity of the request.

- Limitations may apply due to compatibility. Client may need to purchase additional products to fully benefit from each service item.
- Unless an after-hours response option is selected, labor associated with Services shall be provided during ESI's normal business hours (M-F 08:30 to 17:00, excluding ESI holidays)

ESI Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_

**EXHIBIT "B"**  
**DEFINITIONS**

When used in Agreement, the capitalized terms listed in shall have the following meanings:

**"Client's Representative"** – individual identified by Client on Agreement to be responsible for receiving all notices under Agreement and for all administrative matters such as invoices, payments, and amendments.

**"ESI's Representative"** – individual identified by ESI on Agreement to be responsible for receiving all notices under Agreement.

**"Server"** – A computer which provides some service for other computers connected to it via a network. The most common examples are a file server which has a local disk and services requests from remote clients to read and write files on that disk, a web server which provides http/web access to information via a web browser such as Internet Explorer, and an email server which handles the sending and receiving of email on behalf of other computers on a network.

**"Base Management Fee"** – The base fee to provide Services. This fee is based on the sophistication of the Client network and may change if there are changes to the Client network.

ESI Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_

**EXHIBIT "C"  
REPRESENTATIVES**

The following designated Representatives shall be responsible for receiving all notices under Agreement and for all administrative matters such as invoices, payments, and amendments or other authoritative communications. Client may change the name of (and all information pertaining to) Client's Representative and ESI may change the name of (and all information pertaining to) ESI's Representative upon written notice being given to the other party.

**Client's Representative shall be:**

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
FAX: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

**ESI's Representative shall be:**

Name: Eric D. Seelye  
Company: Empiric Solutions, Inc.  
Address: 321 East Lake St.  
PO Box 58  
Petoskey, MI 49770-0058  
Phone: 231.348.1035  
FAX: 231.348.1044  
E-Mail: seelye@empiricsolutions.com

**EMERGENCY CONTACTS**

In the event ESI needs to contact the Client during an after-hours emergency situation the client requests at least one of the following persons to be contacted by ESI. Client may change the following contact information upon written notice being given to ESI.

**Client Emergency Contacts shall be:**

*Please provide: Full name, phone 1, phone 2, and email address, preferred times of day (e.g. 8am to 11pm)*

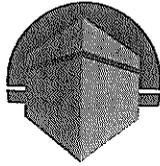
Primary: \_\_\_\_\_

Alternate 1: \_\_\_\_\_

Alternate 2: \_\_\_\_\_

ESI Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_



Bradley J. Butcher & Associates, PC  
Architecture · Planning

December 12, 2006

Mr. John Burt, Administrator  
Otsego County  
225 W. Main Street  
Gaylord, MI 49735

Re: Architectural Services – Alpine Center Building Repairs

Mr. Burt,

Bradley J. Butcher and Associates, PC is pleased to offer this proposal to provide professional services related to the preparation of design options related to the repair of the leaking window and wall systems at the Alpine Center building in Gaylord. As discussed, these services follow the written report prepared by WadeTrim summarizing the investigation of the water infiltration in the building. The services outlined are considered Phase I of a two-phase effort. The end product of this phase will include a presentation to the County of several options taking into consideration the short and long term benefits, cost implications, and aesthetic issues. Phase II, if requested, will include the preparation of construction documents and details necessary for bidding and construction of the selected option. Fees and services related to Phase II shall be covered in a separately negotiated agreement upon completion of Phase I.

The scope of work for Phase I shall be as follows:

A. Investigation/Data Gathering:

1. Review the WadeTrim report summary
2. Visit the site to observe conditions and confirm report findings
3. Review existing construction details in the existing construction plans to determine opportunities for repair or reconstruction

## B. Design Phase

1. Develop design alternatives for leak repair, reconstruction of window/wall systems, and improved building envelope thermal efficiency.
2. Present alternatives to the Client for review. Review will include cost implications for all repair and reconstruction work.
3. Determine with the Client the most appropriate solution to pursue through final design and construction.

### Project Assumptions

1. Access to the building will be provided to all areas necessary in order to prepare design solutions.
2. The Client will provide the Architect with copies of the as built plans of the building.

### Compensation

The fee for the scope of work represented above shall be billed on a time and materials basis as indicated below:

Architectural Fee:	Not to Exceed \$6,500
Construction Estimator:	Not to Exceed \$1,000
Reimbursables	Not to Exceed \$ 500

Invoices will be issued monthly based upon a percentage of the work completed. All invoices are due upon receipt.

The Architect reserves the right to suspend all work on the project in the event payment for professional services shall become delinquent. In the event that the Architect is required to retain legal counsel to resolve any damages resulting from breach of the agreement by the Client or to collect any unpaid invoices, the Client shall pay to the Architect any and all actual attorney's fees, costs, and all accrued interest at the above rates in addition to any amounts due hereunder. In addition, the Architect reserves the right to file a construction lien on the project property should the payments remain delinquent for a period in excess of 60 days.

### Reimbursable Expenses

In addition to the basic fees set forth above, the Owner will reimburse to the Architect any incidental costs which the Architect incur in providing services hereunder, including blueprinting and reproduction expenses, postage and shipping, and long distance travel.

Additional Services

Additional services beyond those indicated above shall be billed according to the following schedule:

Principal	\$150.00/hour
Project Architect	\$125.00/hour
Draftsman	\$ 60.00/hour
Clerical	\$ 35.00/hour

Limitation of Liability

The Architect maintains a professional liability insurance policy as part of normal business practice. The Owner agrees to limit the Architect's Liability to the Owner and to all Construction Contractors and Subcontractors on the project due to the Architect's negligent acts, errors, or omissions, such that the total aggregate liability of the Architect to all those named shall not exceed the amount of this contract.

Termination of Services

This agreement may be terminated by the Owner or the Architect should either fail to perform its obligations hereunder. In the event of termination, the Owner shall pay the Architect for all services rendered to the date of the termination, all reimbursable expenses, and reimbursable termination expenses.

Conditions of Agreement

This proposal shall be effective for thirty (30) days. If you have any questions regarding this proposal, please do not hesitate to contact me. Butcher and Associates, PC appreciates this opportunity and we look forward to working with you.

Sincerely,



Bradley J. Butcher, AIA  
President

Acceptance of Proposal

Please indicate your acceptance of this proposal by signing and returning one (1) copy to Butcher & Associates, PC 147 W. Main Street Suite 303, Gaylord, MI 49735. Please retain one (1) copy for your records.

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_



*mailed  
11/27/2006*

### FY 2007 SNOWMOBILE LAW ENFORCEMENT GRANT AGREEMENT

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and OTSEGO COUNTY SHERIFF DEPARTMENT ("GRANTEE"). Part 821 Snowmobiles, of the Michigan Natural Resources and Environmental Protection Act (1994 PA 451, as amended), authorizes the distribution of revenues to counties and local police departments from the Snowmobile Registration Fee Fund, for the purpose of snowmobile law enforcement and related work.

1. The Agreement period is October 1, 2006 through May 31, 2007.
2. The GRANTEE has been approved by the DEPARTMENT to receive Snowmobile Law Enforcement funding for the following scope of work:
  - a. Snowmobile law enforcement and related activities
  - b. Contractual services, supplies and materials (CSS&M); operating expenses and items such as snowmobile suits, gloves, hats, boots and first aid kits. Also included are: Boots, Snowmobile Suits and Uniforms
  - c. Purchase of the following equipment for snowmobile law enforcement purposes:

Two Helmets

3. The DEPARTMENT agrees as follows:
  - a. To grant to the GRANTEE a sum of money equal to eighty-five percent (85%) of the total eligible cost of snowmobile law enforcement and related activities, instruction of snowmobile safety courses, and CSS&M, but not to exceed  
Eleven Thousand Two Hundred Thirty-Eight Dollars ( \$11,238.00 ).
  - b. To grant to the GRANTEE a sum of money equal to eighty-five percent (85%) of the total eligible cost of equipment purchased for snowmobile law enforcement purposes and authorized under item 2.c. in this Agreement, but not to exceed  
Four Hundred Twenty-Six Dollars ( \$426.00 ).

4. This Agreement shall be administered on behalf of the DEPARTMENT through its Grants Management.
  - a. All reports, documents, or actions required of the GRANTEE are to be submitted to the Grants Specialist, Grants Management, Michigan Department of Natural Resources, P.O. Box 30425, Lansing, MI 48909-7925. Phone: (517) 373-2965.

b. The GRANTEE'S representative for this project is:

Name: Matthew J Nowicki Title Undersheriff

Mailing Address: 124 S Court Ave  
Gaylord MI 49735-1309

Phone Number: 989-731-7282 Fax Number: 989-731-7299

E-mail: usheriff69@otsegocountymi.gov

## AGREEMENT FOR SNOW REMOVAL SERVICES

1. PARTIES. This agreement made this 19<sup>th</sup> day of December 2006, by and between the County of Otsego, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter County, and Adam Corbin, an individual, presently of Gaylord, Michigan, hereafter CONTRACTOR.
2. TERM. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on January 1, 2007, and continue until December 31, 2007.
3. COMPENSATION. The CONTRACTOR shall submit month invoices for work performed to the COUNTY for payment subject to Otsego County's Purchasing Policy. The invoiced price shall be based on \$47.00 per hour for snowplowing and a flat rate of \$30.00, per instance, for snow blowing of sidewalks.

The total allowable yearly cost to provide snow removal services is \$10,000 without the prior written consent of the COUNTY.

4. Services to be Provided by CONTRACTOR. In consideration of the compensation to be paid by the COUNTY, CONTRACTOR shall perform the following services:
  - A. Snow Removal at 225 W. Main, Gaylord, MI. The CONTRACTOR will snowplow all parking areas and snow blow the sidewalks once per day, every Monday through Friday, when at least 2" of snow accumulation has occurred. These services will be completed by 6:00 a.m. Additionally, the CONTRACTOR will spread salt, supplied by the COUNTY, on the sidewalks and parking areas. The CONTRACTOR may be requested by the COUNTY to perform additional snow removal services, subject to the CONTRACTOR's availability.
  - B. Snow Removal at 214 S. Court Street and 215 S. Otsego Avenue. The CONTRACTOR will snowplow the parking lots located at 214 S. Court Street (a.k.a. Juror's parking lot) and 215 S. Otsego Avenue (First Congregational Church parking lot) once per day, every Monday through Friday, when at least 2" of snow accumulation has occurred. These services will be completed by 6:00 a.m. Additionally, the CONTRACTOR will spread salt, supplied by the County, on the parking areas.
5. Indemnification. CONTRACTOR shall indemnify, defend and hold harmless the County its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services by CONTRACTOR under this Agreement or that may be sustained in or upon the County owned or leased premises from any actions or omissions of CONTRACTOR. Such indemnification shall survive the

termination of this Agreement. By entering this Agreement, neither party waives any immunities granted by law.

6. Insurance. CONTRACTOR, shall at its sole expense, obtain and maintain in full force and effect at all times during the term of this Agreement, the following insurance coverages, in a form acceptable to the County, with responsible insurance companies licensed and admitted to do business in the State of Michigan. CONTRACTOR shall provide the COUNTY with proof of insurance prior to commencement of this Agreement.

A. General Liability Insurance. General liability insurance with limits of liability not less than \$1,000,000 per occurrence for the protection of the County against all claims, liabilities, judgments, costs, damages, and expenses for bodily injury or death, personal injury and/or damage to property that may arise out of CONTRACTOR's negligent or wrongful conduct incident to or arising out of the services provided under this Agreement, or that may be sustained in or upon the Airport premises from any actions or omissions of CONTRACTOR.

B. Motor Vehicle Liability. Motor vehicle liability insurance, including, Michigan no-fault coverages.

C. Each insurance policy shall name the County as an Additional Insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the County.

7. Sufficiency of Performance. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without willful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this Agreement. In the event of CONTRACTOR's failure to timely perform the services under this Agreement, the COUNTY may, upon notice to CONTRACTOR, seek alternative means of obtaining the services.

8. Termination. This Agreement may be terminated prior to the expiration of its term as follows:

A. By mutual written agreement of the parties; or

B. In the event of default or breach of this Agreement by either party, the other party may terminate this contract immediately.

C. Either party may terminate this Agreement, with or without cause, upon 15 days prior written notice to the party.

9. Effect of Termination. In the event of termination of this Agreement pursuant to subsection B or C of Section 8, CONTRACTOR will be entitled to the monies provided herein only through date of termination.

10. Notices. All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the County:     John Burt  
                                  Otsego County Administrator  
                                  225 West Main Street, Suite 203  
                                  Gaylord, Michigan 49735

If to Adam Corbin    Adam Corbin  
                                  489 Pine Briar  
                                  Gaylord, Michigan 49735

11. Titles; Headings. Titles and headings are inserted in this Agreement for reference purposes only, and must not be used to interpret the Agreement.

AGREED to this \_\_\_\_\_ of \_\_\_\_\_, 2006, at Gaylord, Michigan.

WITNESSES:

CONTRACTOR

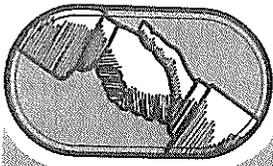
\_\_\_\_\_

By: Adam Corbin

COUNTY OF OTSEGO

\_\_\_\_\_

by: John Burt  
Its: County Administrator



*We Help.  
We Care.*

# OCCOA

## OTSEGO COUNTY COMMISSION ON AGING

120 Grandview Blvd. ♦ Gaylord, Michigan 49735

Phone: 989-732-1122 ♦ Fax: 989-731-2739 ♦ Email: [occoa@occoaonline.org](mailto:occoa@occoaonline.org)

December 13<sup>th</sup>, 2006

Mr. Paul Beachnau, Chairman  
Otsego County Board of Commissioners

Dear Sir,

On behalf of the Board of Directors of the Otsego County Commission on Aging, I am submitting the following board members of the Commission on Aging board for consideration of appointment and reappointment. The list was discussed by the OCCOA Board at their regular meeting on December 12<sup>th</sup>, 2006

The attached list shows appointments that will expire for the current members as noted. All have agreed to continue to serve on the Commission on Aging Board of Directors. Ray Mac Neil will be resigning in January and new candidates will be recruited and discussed with the appropriate Commissioner, per OCCOA By-Laws. Attached is a caricature map showing all board member districts. Terms are for three years.

**Several years ago the rotation of appointments was interrupted due to a difference in record keeping. In the past several years it has been noted by commissioners that we have been off schedule. The appointments made last year through 2009 are an effort to regain the original rotation of board members.**

Thank you for your consideration of this matter. If I can be of further service, please contact me at your earliest convenience.

For the Board,

Arnold J. Morse  
Executive Director

Cc: All Commissioners  
OCCOA Board Members

**BOARD OF DIRECTORS**

Jack Thompson..... *president*  
Mary Sanders..... *vice president*  
Mary King..... *treasurer*  
Deb Milbocker..... *secretary*

Richard Beachnau..... *member*  
Mike Crosby..... *member*  
Joe Duff..... *member*  
Rudi Edell..... *member*  
Jim Mathis..... *member*  
Margaret Richards..... *member*  
Pat Slominski..... *member*  
Lee Olsen..... *Otsego  
County Board  
of Commissioners  
representative*

Arnold Morse..... *executive  
director*  
Dona Wishart..... *assistant  
director*

The Otsego County Commission on Aging - Board Appointments 2006

Meetings held on the 2<sup>nd</sup> Wednesday, bi-monthly, 10:00 AM – University Center.

Management

Arnold Morse, Executive Director  
 Dona Wishart, Assistant Director

Seniority  
 6/15/93  
 2/24/94

Board of Directors

Term  
Expires

New Term  
Expires

Note: New and Reappointments in yellow

Richard Beachnau	District 1	12/31/2006	12/31/2010
Joseph Duff	District 2	12/31/2008	
Rudi Edel	District 3	12/31/2006	12/31/2010
Deborah Milbocker, Secretary	District 4	12/31/2009	
Ray MacNeil (New Appointment Needed)	District 5	12/31/2006	12/31/2010
Mary King, Treasurer	District 6	12/31/2007	
Jim Mathis	District 7	12/31/2008	
Mary Sanders, Vice-President	District 8	12/31/2009	
Pat Slominski, New Member	District 9	12/31/2008	
Michael Crosby	At-Large	12/31/2007	
Margret Richards	At-Large	12/31/2007	
Jack Thompson, President	At-Large	12/31/2009	

Board of Commissioners Representative

Lee Olsen District 4

Liaison

Bob Harden



## 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?

OTSEGO COUNTY COMMISSION ON AGING

**Please print or type.**

**Name:** RUDI EDEL

**Address:** 5234 Seymore Road **Zip Code** 49735

**Telephone:** 732-1244 **Other:** \_\_\_\_\_

**Date available for appointment** immediate

**County Commission District** III

Are you a registered voter in Otsego County?  Yes  No

If yes, which township, city or village? Dover

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.

- \_\_\_\_ Otsego County Commission on Aging - Present
- \_\_\_\_ University Center Board of Directors - Present
- \_\_\_\_ Rotary of Gaylord - Present
- \_\_\_\_ 4-H Challenge Leader (20 years) - Past
- \_\_\_\_ United Way Board - Past
- \_\_\_\_ Dover Township Clerk - Past
- \_\_\_\_ Church Youth Volunteer - Present
- \_\_\_\_ EMS Diver - Present

**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.

- \_\_\_\_ College Graduate
- \_\_\_\_ Volunteer at Tender Care
- \_\_\_\_ Community Awareness
- \_\_\_\_
- \_\_\_\_
- \_\_\_\_

Have you ever worked for Otsego County?       Yes       No  
If yes, please list dates and name(s) of departments.

- \_\_\_\_ Trial Courts 1977 - Present
- \_\_\_\_ Otsego County Sheriff Department 1973 - 1977
- \_\_\_\_ EMS Dive Team Member 2005 - Present (Volunteer Position)

**Personal**

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

If yes, please indicate potential conflicts.

- \_\_\_\_
- \_\_\_\_
- \_\_\_\_

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

Yes       No

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

~~Having had my grandmother live in my home for 14 years (died at age 96),~~  
~~and now having my mother in law live with us (age 90), I am sensitive to~~  
~~senior needs, concerns and problems.~~

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

  
\_\_\_\_\_  
Signature

12-12-06  
Date

**Return your completed application to:**

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

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

**2007 Otsego County Schedule of In-Range Salary Progression (Includes 2.0 % COLA as approved by the Board of Commissioners)**

<b>Pay Grade</b>	<b>Job Title</b>	<b>Minimum</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Pay Grade 1</b>	Vacant	9.21	9.63	10.06	10.52	10.99	11.49
<b>Pay Grade 2</b>	Janitor-Maint. Asst. Housing/Veteran's Clerk	9.96	10.41	10.88	11.37	11.89	12.42
<b>Pay Grade 3</b>	Maint. Tech. Comm. Center Monitor	10.78	11.27	11.78	12.32	12.88	13.46
<b>Pay Grade 4</b>	Asst. Emer. Mgt. Coord. Asst. Animal Control Officer	11.82	12.36	12.92	13.50	14.11	14.75
<b>Pay Grade 5</b>	County Park Manager Airport Maint. Worker Sr. Maint. Tech. Asst. to the Co. Administrator Office Manager-Transportation	12.90	13.48	14.10	14.73	15.40	16.10
<b>Pay Grade 6</b>	Officer Manager-Pros. Atty. Zoning Enf. Officer/Admin. Asst.	14.02	14.65	15.32	16.01	16.74	17.50
<b>Pay Grade 7</b>	Electrical/Building Inspector Plumbing/Mech. Inspector	15.26	15.96	16.68	17.43	18.22	19.05
<b>Pay Grade 8</b>	Animal Control Director Admin.-Grants & Spec. Prog.	31,749.55	33,188.61	34,691.87	36,263.45	37,905.44	39,623.00
<b>Pay Grade 8</b>	Deputy Equalization Director Operations Mgr.-Transportation	34,337.80	35,893.85	37,519.27	39,219.23	40,995.81	42,853.14
<b>Pay Grade 9</b>	Building Official	17.84	18.64	19.49	20.37	21.29	22.26
<b>Pay Grade 9</b>	Parks & Recreation Director Buildings & Grounds Director	37,098.94	38,779.23	40,536.14	42,372.76	44,292.20	46,298.62

Effective 1.1.2007 Otsego County Human Resources

Pay Grade	Job Title	Minimum	Step 1	Step 2	Step 3	Step 4	Step 5
Pay Grade 10	Asst. Prosecuting Attorney Airport Manager County Clerk/Reg. of Deeds County Treasurer 9-1-1 Director/Emer. Mgt. Coord.	39,687.19	41,485.51	43,364.58	45,328.54	47,382.58	49,528.75
Pay Grade 11	Transportation Manager	44,001.29	45,994.24	48,078.30	50,255.53	52,532.16	54,912.31
Pay Grade 12	Equalization Director Director of Land Use Services Human Resources Director Finance Director	48,746.07	50,954.36	53,263.08	55,675.33	58,198.35	60,834.23
Pay Grade 13	Chief Asst. Prosecuting Atty.	52,197.76	54,562.38	57,033.64	59,617.75	62,317.81	65,141.08
Pay Grade 14	Vacant	57,805.98	60,424.25	63,161.58	66,022.12	69,013.10	72,139.70
Pay Grade 15	Vacant	63,844.88	66,737.51	69,760.58	72,920.32	76,223.96	79,676.69
Pay Grade 16	Prosecuting Attorney County Administrator	70,229.58	73,411.05	76,736.44	80,212.97	83,845.84	87,644.36









## OTSEGO COUNTY BUDGET AMENDMENT

**FUND/DEPARTMENT:** 101E 721 - PLANNING + ZONING

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.

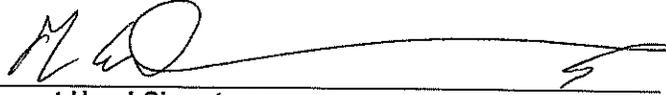
**Fund Type:**  General     Special Revenue     Debt Service     Capital Project     Business-Type (Enterprise or Internal Svc)

**REVENUE**

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

**EXPENDITURE**

Account Number	Increase	Decrease
726 - 000 - SUPPLIES	\$ 161 <sup>00</sup>	\$
726 - 000 - SUPPLIES	\$ 388 <sup>00</sup>	\$
703 - 040 - Per Diem	\$	\$ 549 <sup>00</sup>
-	\$	\$
-	\$	\$
-	\$	\$
<b>Total</b>	<b>\$ 549<sup>00</sup></b>	<b>\$ 549<sup>00</sup></b>

  
Department Head Signature

12/12/06  
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 2*

**FUND/DEPARTMENT: 101E267 / PROSECUTOR'S OFFICE**

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
101E267 - 726000 - <i>Supplies</i>	\$ 130.00	\$
101E267 - 726000 CVR - <i>CVR Supplies</i>	\$	\$
101E267 - 930450 - <i>Shipping &amp; mail</i>	\$	\$
101E267 - 930940 - <i>Witness SVCS.</i>	\$ 649.00	\$
101E267 - 920410 - <i>Sve. Contracts</i>	\$ 679.00	\$
101E267 - 726200 - <i>Books + periodicals</i>	\$ 864.00	\$
101E267 - 930500 <i>Travel</i>	\$ 500.00	
101E267 - 930210 <i>Telephone</i>	\$ 55.00	
101E267 - 920400 <i>Rep + Maint.</i>	\$ 335.00	
<b>Total</b>	<b>\$3,212.00</b>	<b>\$ 329.50</b>

*KL 7 JL*  
Department Head Signature

*12/12/06*  
Date

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

Administrator's Signature

Date



**OTSEGO COUNTY  
BUDGET AMENDMENT**

*pg 2 of 2*

**FUND/DEPARTMENT:** 101E267

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
101E267-704800 - Sick pay buyout	\$	\$ 2,881 -
10 - 930983 - CVR Sves	\$	\$ 331 -
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$ 3,212-

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

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

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

BALANCE SHEET -- BOARD DISCRETIONARY FUNDS -- NOVEMBER 30, 2006

	GENERAL FUND	BUDGET STABILIZATION	LEGAL DEFENSE	REVENUE SHARING	HEALTH CARE
<b>ASSETS</b>					
CASH	1,792,799.27	300,000.00	34,968.37	-	102,831.98
INVESTMENTS	990,000.00	-	-	-	517,476.44
IMPREST CASH	10,815.00	-	-	-	-
TAXES RECEIVABLE	1,682,661.66	-	-	-	-
DUE FROM CRAWFORD	-	-	-	-	-
DUE FROM KALKASKA	-	-	-	-	-
ACCOUNTS RECEIVABLE	12,349.00	-	-	-	-
DUE FROM OTHER FUNDS	-	-	-	1,873,396.40	-
POSTAGE INVENTORY	4,325.06	-	-	-	-
SUPPLIES INVENTORY	11,318.38	-	-	-	-
PREPAID EXPENSE	7,713.99	-	-	-	-
LONG TERM ADVANCE TO EMS	29,370.44	-	-	-	-
<b>TOTAL ASSETS</b>	<u>4,541,352.80</u>	<u>300,000.00</u>	<u>34,968.37</u>	<u>1,873,396.40</u>	<u>620,308.42</u>
<b>LIABILITIES</b>					
ACCOUNTS PAYABLE	2,444.22	-	1,711.00	-	88,289.22
ACCRUED WAGES PAYABLE	-	-	-	-	-
DUE TO OTHER FUNDS	1,873,396.40	-	-	-	-
DUE TO CRAWFORD COUNTY	42,790.01	-	-	-	-
DUE KALKASKA COUNTY	22,949.70	-	-	-	-
ADVANCE FROM CRAWFORD	-	-	-	-	-
ADVANCE FROM KALKASKA	-	-	-	-	-
RETENTION FUND LIABILITY	211,791.36	-	-	-	-
DEFERRED REVENUE	1,528,839.66	-	-	-	-
<b>TOTAL LIABILITIES</b>	<u>3,682,211.35</u>	<u>-</u>	<u>1,711.00</u>	<u>-</u>	<u>88,289.22</u>
<b>FUND BALANCE</b>					
RESERVED/DESIGNATED	94,401.76	300,000.00	33,257.37	1,873,396.40	532,019.20
UNRESERVED	764,739.69	-	-	-	-
<b>TOTAL FUND BALANCE</b>	<u>859,141.45</u>	<u>300,000.00</u>	<u>33,257.37</u>	<u>1,873,396.40</u>	<u>532,019.20</u>
<b>TOTAL LIABS &amp; FUND BALANCE</b>	<u>4,541,352.80</u>	<u>300,000.00</u>	<u>34,968.37</u>	<u>1,873,396.40</u>	<u>620,308.42</u>

GENERAL FUND - - YEAR TO DATE BUDGET REPORT - - NOVEMBER 30, 2006

REVENUES	ORIGINAL BUDGET	AMEND- MENTS	AMENDED BUDGET	YTD ACTUAL	ENCUM- BRANCES	AVAILABLE BUDGET	% COLLECTED
PROPERTY TAXES	4,500,804	-	4,500,804	4,182,002	-	318,802	92.92%
STATE UNRESTRICT	162,872	16,459	179,331	147,888	-	31,443	82.47%
INTEREST EARNINGS	60,000	-	60,000	158,897	-	(98,897)	264.83%
OTHER REVENUE	98,307	(20,310)	77,997	14,977	-	63,020	19.20%
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	1,183,952	-	436,539	73.06%
CIRCUIT COURT	256,187	-	256,187	229,038	-	27,149	89.40%
NOT SHARED COURT EXPENSES	54,956	-	54,956	30,041	-	24,915	54.66%
DISTRICT COURT	658,401	-	658,401	586,942	-	71,459	89.15%
FRIEND OF THE COURT GEN FD	778,161	-	778,161	512,153	-	266,008	65.82%
PROBATE COURT	343,355	32,148	375,503	343,604	-	31,899	91.50%
FAMILY COUNSELING	-	5,000	5,000	6,250	-	(1,250)	125.00%
CLERK	-	381,730	381,730	329,403	-	52,327	86.29%
TREASURER	-	1,300	1,300	1,909	-	(609)	146.85%
EQUALIZATION	-	42,125	42,125	42,875	-	(750)	101.78%
MSU EXTENSION	-	13,862	13,862	9,347	-	4,515	67.43%
PROSECUTOR	-	44,097	44,097	56,575	-	(12,478)	128.30%
SHERIFF	-	17,200	17,200	23,125	-	(5,925)	134.45%
CIVIL DIVISION	-	31,000	31,000	25,616	-	5,384	82.63%
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	61,511	-	1,989	96.87%
EMERGENCY SERVICES	-	50,564	50,564	45,688	-	4,876	90.36%
PLANNING AND ZONING	-	29,400	29,400	24,929	-	4,471	84.79%
ELIMINATED ORGS	745,770	(745,770)	-	-	-	-	0.00%
<b>TOTAL REVENUES</b>	<b>10,147,398</b>	<b>192,692</b>	<b>10,340,090</b>	<b>9,035,195</b>	<b>-</b>	<b>1,304,895</b>	<b>87.38%</b>

GENERAL FUND -- YEAR TO DATE BUDGET REPORT -- NOVEMBER 30, 2006

EXPENDITURES	ORIGINAL BUDGET	AMEND-MENTS	AMENDED BUDGET	YTD ACTUAL	ENCUM- BRANCES	AVAILABLE BUDGET	% SPENT
101E101 COMMISSIONERS	189,185	-	189,185	158,100	176	30,909	83.66%
101E105 OTHER LEGISLATIVE	18,981	-	18,981	18,981	-	(0)	100.00%
101E130 46TH CIRCUIT TRIAL COURT	2,705,666	-	2,705,666	2,039,010	-	666,656	75.36%
101E131 CIRCUIT COURT	252,216	-	252,216	298,388	-	(46,172)	118.31%
101E133 NOT SHARED COURT EXPEN	54,956	-	54,956	36,585	-	18,371	66.57%
101E141 FRIEND OF THE COURT	839,700	-	839,700	668,665	-	171,035	79.63%
101E145 JURY COMMISSION	11,100	-	11,100	5,395	-	5,705	48.60%
101E148 PROBATE COURT	327,003	4,832	331,835	276,726	-	55,109	83.39%
101E166 FAMILY COUNSELING SERVI	1,092	5,000	6,092	5,705	-	387	93.65%
101E172 COUNTY ADMINSTRATOR	103,643	-	103,643	103,643	-	-	100.00%
101E201 FINANCE DEPARTMENT	103,246	-	103,246	103,246	-	-	100.00%
101E215 COUNTY CLERK/ROD	325,953	-	325,953	286,662	-	39,291	87.95%
101E223 EXTERNAL AUDIT	45,000	-	45,000	40,000	-	5,000	88.89%
101E228 INFORMATION TECHNOLOG)	77,260	-	77,260	50,772	-	26,488	65.72%
101E253 TREASURER	136,942	-	136,942	117,663	50	19,229	85.96%
101E257 EQUALIZATION	244,478	4,000	248,478	210,846	-	37,632	84.85%
101E261 COOPERATIVE EXTENSION	84,281	1,500	85,781	46,593	-	39,188	54.32%
101E262 ELECTIONS	26,300	13,128	39,428	27,556	-	11,872	69.89%
101E264 JOINT BLDG AUTHORITY	-	100	100	-	-	100	0.00%
101E265 BUILDING AND GROUNDS	330,568	24,024	354,592	354,592	-	-	100.00%
101E267 PROSECUTOR	513,247	6,972	520,219	467,482	-	52,737	89.86%
101E270 HUMAN RESOURCES	31,470	-	31,470	31,470	-	-	100.00%
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	707,851	5,058	102,544	87.42%
101E302 SHERIFF - CIVIL DIVISION	52,973	-	52,973	32,470	-	20,503	61.30%
101E305 SANE	10,000	-	10,000	10,000	-	-	100.00%
101E320 JUSTICE TRAINING	6,200	-	6,200	2,276	-	3,924	36.71%
101E331 MARINE SAFETY	-	12,235	12,235	3,673	-	8,562	30.02%
101E332 MOTORCYCLE SAFETY EDUC	40,918	23,926	64,844	57,974	20	6,850	89.44%
101E334 SECONDARY ROAD PATROL	71,220	-	71,220	42,244	-	28,976	59.31%
101E351 JAIL	892,218	32,441	924,659	784,987	18,673	120,999	86.91%
101E427 EMERGENCY SERVICES	52,333	22,564	74,897	65,534	-	9,363	87.50%

**GENERAL FUND -- YEAR TO DATE BUDGET REPORT -- NOVEMBER 30, 2006**

<u>EXPENDITURES</u>	<u>ORIGINAL BUDGET</u>	<u>AMEND-MENTS</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	37,637	-	17,811	67.88%
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	69,038	-	11,242	86.00%
101E649 MENTAL HEALTH	94,003	-	94,003	70,502	-	23,501	75.00%
101E681 VETERANS BURIAL	8,000	-	8,000	5,880	560	1,560	80.50%
101E682 VETERANS AFFAIRS	24,584	-	24,584	18,930	-	5,654	77.00%
101E721 PLANNING / ZONING	97,965	(41,161)	56,804	48,218	-	8,586	84.88%
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	267,225	-	318,432	45.63%
101E853 HEALTH CARE RETIREES	125,000	-	125,000	85,830	-	39,170	68.66%
101E864 DISTRIBUTIVE SERVICES	27,600	-	27,600	31,405	-	(3,805)	113.79%
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	87,000	-	-	100.00%
101E967 APPROPRIATION - CHILD CAI	325,000	-	325,000	325,000	-	-	100.00%
101E968 APPROPRIATION - LAW LIBR,	-	-	-	-	-	-	0.00%
101E970 APPROPRIATION - EQUIP FUI	75,000	(37,500)	37,500	37,500	-	-	100.00%
101E971 APPROPRIATION - SLDRS SL	5,000	-	5,000	5,000	-	-	100.00%
101E978 APPROPRIATION - MAPPING	4,500	-	4,500	4,500	-	-	100.00%
<b>TOTAL EXPENDITURES</b>	<b>10,147,398</b>	<b>192,692</b>	<b>10,340,090</b>	<b>8,421,700</b>	<b>24,537</b>	<b>1,893,853</b>	<b>81.68%</b>

**FUND INCOME/(LOSS)**

613,495

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

151,245

**CHANGE IN FUND BALANCE**

613,495

**CURRENT FUND BALANCE, 11/30/06**

764,740

**BUDGET STABILIZATION FUND -- YEAR TO DATE BUDGET REPORT -- NOVEMBER 30, 2006**

	<u>ORIGINAL BUDGET</u>	<u>AMEND- MENTS</u>	<u>AMENDED BUDGET</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	-	11,746	95.53%
<b>FUND INCOME/(LOSS)</b>						
PRIOR FUND BALANCE, 1/1/06	551,254					
CHANGE IN FUND BALANCE	(251,254)					
CURRENT FUND BALANCE, 11/30/06	300,000					

**LEGAL DEFENSE FUND -- YEAR TO DATE BUDGET REPORT -- NOVEMBER 30, 2006**

	<u>ORIGINAL BUDGET</u>	<u>AMEND- MENTS</u>	<u>AMENDED BUDGET</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	-	99,000	15.21%
<b>EXPENDITURES</b>						
260E130 46TH CIRCUIT TRIAL CT	24,000	60,000	84,000	-	17,718	78.91%
260E270 HUMAN RESOURCES	-	32,756	32,756	-	8,148	100.00%
TOTAL EXPENDITURES	24,000	92,756	116,756	-	25,866	77.85%
<b>FUND INCOME/(LOSS)</b>						
PRIOR FUND BALANCE, 1/1/06	106,390					
CHANGE IN FUND BALANCE	(73,134)					
CURRENT FUND BALANCE, 11/30/06	33,256					

**REVENUE SHARING RESERVE FUND - - YEAR TO DATE BUDGET REPORT - - NOVEMBER 30, 2006**

	<u>ORIGINAL BUDGET</u>	<u>AMEND- MENTS</u>	<u>AMENDED BUDGET</u>	<u>YTD ACTUAL</u>	<u>ENCUM- BRANCES</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 BALNCI	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%
<b>FUND INCOME/(LOSS)</b>				(408,204)			
<b>PRIOR FUND BALANCE, 11/06</b>	2,281,600						
<b>CHANGE IN FUND BALANCE</b>	(408,204)						
<b>CURRENT FUND BALANCE, 11/30/06</b>	1,873,396						

**HEALTH CARE FUND - - YEAR TO DATE BUDGET REPORT - - NOVEMBER 30, 2006**

	<u>ORIGINAL BUDGET</u>	<u>AMEND- MENTS</u>	<u>AMENDED BUDGET</u>	<u>YTD ACTUAL</u>	<u>ENCUM- BRANCES</u>	<u>AVAILABLE BUDGET</u>	<u>YTD %</u>
<b>REVENUES</b>							
INTEREST EARNINGS	-	-	-	21,768	-	(21,768)	100.00%
CHARGES FOR SERVICES	1,745,624	-	1,745,624	1,337,930	-	407,694	76.64%
TOTAL REVENUES	1,745,624	-	1,745,624	1,359,698	-	385,926	77.89%
<b>EXPENDITURES</b>							
647E851 HEALTH INSURANCE	1,260,000	-	1,260,000	1,257,694	-	2,306	99.82%
647E941 ADDITION TO FUND BALNCI	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	1,327,679	-	417,945	76.06%
<b>FUND INCOME/(LOSS)</b>				32,019			
<b>PRIOR FUND BALANCE, 11/06</b>	500,000						
<b>CHANGE IN FUND BALANCE</b>	32,019						
<b>CURRENT FUND BALANCE, 11/30/06</b>	532,019						

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OTSEGO COUNTY  
PREPAID INVOICE LIST

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WARRANT: B2006-49 12/05/2006

VENDOR VENDOR NAME	R	INVOICE	PO	TYPE	DUE DATE	AMOUNT	VOUCHER	CHECK COMMENT
CASH ACCOUNT: 0001A 001000 CASH								
1411 BLUE CROSS BLUE	00000	12-2006		DD	11/22/2006	88,229.00	21602	14560 DEC MEDICAL INSURANCE
3728 BORDNER, TIMOTHY	00000	117		INV	11/27/2006	3,430.20	21616	16080 10/30-11/17/06 INSPECTIONS
4226 HOLLTON'S LP GAS	00000	ASSISTANCE	69000411	INV	11/27/2006	623.63	21617	16081 ACCT#890, FUEL ASSISTANCE
1223 NMCOA (NORTHERN	00000	REVIEW	37100297	INV	11/27/2006	35.00	21606	16082 CLASS TIM BORDNER
1223 NMCOA (NORTHERN	00000	WEST	37100296	INV	11/27/2006	65.00	21607	16082 MEMBERSHIP DUES AL WEST
						92,382.83	CASH ACCOUNT 0001A	001000 TOTAL

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OTSEGO COUNTY  
DETAIL INVOICE LIST

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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-49 12/05/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1091 IMPREST CASH - JURY FUND	00002			INV	12/05/2006	20.60	06-3414-FH-3	21712	
1 101E131 930940	CIRCT CT			WITNESS					
				CHECK TOTAL		20.60			
3328 ALPINE CHOCOLAT HAUS	00000			INV	11/27/2006	25.00	GRND-BKG	21631	
1 281E537 930300	AIRPORT			ADVERTISE		25.00			
				CHECK TOTAL		25.00			
2715 AUTO OWNERS INSURANCE CO.	00000			INV	11/29/2006	65.25	82-4371-03	21625	
1 0701L 271000	GEN AGENCY			RESTITUT		65.25			
2715 AUTO OWNERS INSURANCE CO.	00000			INV	11/29/2006	391.50	82-4371-030	21629	
1 0701L 271000	GEN AGENCY			RESTITUT		391.50			
				CHECK TOTAL		456.75			
1027 AVFUEL CORPORATION	0000053700142			INV	11/27/2006	20,307.16	002172264	21610	
1 281E537 930664	AIRPORT			AIRPL FUEL		20,307.16			
				CHECK TOTAL		20,307.16			
4211 BANK OF NEW YORK	00000			INV	11/21/2006	262.50	ALPINE-CTR-P	21620	
1 569E906 990210 1991	DEBT SVC			AGENT FEE		262.50			
				CHECK TOTAL		262.50			
4211 BANK OF NEW YORK	00000			INV	11/21/2006	137.50	BOND-PMT	21623	
1 569E906 990210 2000	DEBT SVC			AGENT FEE		137.50			
				CHECK TOTAL		137.50			
1411 BLUE CROSS BLUE SHIELD OF	00001			INV	11/28/2006	206.03	102006INMATE	21618	
1 101E351 930470	JAIL			INMT HEALT		206.03			
				CHECK TOTAL		206.03			
1051 CITY OF GAYLORD	0000069901160			INV	11/27/2006	68.47	ENERGY-DR100	21633	
1 588E699 920200	OPERATIONS			H2O/SEWAGE		68.47			
				CHECK TOTAL		68.47			
1059 CONSUMERS ENERGY	00000			INV	11/27/2006	137.27	048430011106	21719	
1 637E265 930620	ALPCT BLDG GRNDS			ELECTRIC		137.27			
				CHECK TOTAL		137.27			
1059 CONSUMERS ENERGY	00000			INV	11/27/2006	137.27	237510081106	21718	

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OTSEGO COUNTY  
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-49 12/05/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1059 CONSUMERS ENERGY	1 637E265 930620		ALPCT BLDG GRNDS	ELECTRIC		140.49			
	1 212E430 930620		0000043000524 ANM CTRL	ELECTRIC	11/27/2006	161.46	7730021006	21609	
						439.22			
						CHECK TOTAL			
2055 U.S. POSTAL SERVICE (POST)	1 0101A 103000		00000 GF ASSET	POST INV	11/27/2006	1,000.00	DEC-06	21716	
						CHECK TOTAL			
1860 TRACEY CRUZ	1 101E131 930210		00000 CIRCCT CT	TELEPHONE	12/05/2006	23.00	11-30-06	21709	
						CHECK TOTAL			
1962 JULIE DELANEY	1 101E131 930210		00000 CIRCCT CT	TELEPHONE	12/05/2006	23.00	11-30-06	21710	
						CHECK TOTAL			
4224 DOYLE & CARRIE EDSON	1 293E689 930999		0000069000409 SOLDIERS	OTH SVCS	11/27/2006	250.00	SOLDIERS	21701	
						CHECK TOTAL			
1551 GREAT LAKES CONSTRUCTION	1 233E690 940010		0000069000404 HOUSING	OUTSIDE	11/27/2006	12,365.00	152005	21614	
						CHECK TOTAL			
3171 MARCIA HODGE	1 101E131 930830		00000 CIRCCT CT	CARE GIVER	12/05/2006	30.00	06-7681-GA	21708	
	2 101E131 930500		00000 CIRCCT CT	TRAVEL		6.00			
						CHECK TOTAL			
2180 KIRTLAND COMMUNITY COLLEGE	1 214E806 940010		00000 ED CMLPX	OUTSIDE	11/21/2006	17,669.85	DELQ-PER-PRO	21595	
						CHECK TOTAL			
4229 LSI TAX SERVICES	1 0701L 275000		00000 GEN AGENCY	DUE TXPYR	11/21/2006	44.20	REFUND	21619	
						CHECK TOTAL			

OTSEGO COUNTY  
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-49 12/05/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
4236 MILLTOWN ELECTRIC	1 233E690 940010 5CDBG HOUSING	0000069000421	INV	11/27/2006	375.00	100460	21733		
			OUTSIDE						
					CHECK TOTAL	375.00			
1585 MSU EXTENSION	1 101E101 704400	0000017200077	INV	11/27/2006	70.00	WKSHP-06	21630		
			TRAINING						
					CHECK TOTAL	70.00			
1919 OMH MEDICAL GROUP & MEDCA	1 101E351 726000	00000	INV	11/22/2006	29.00	10-2006	21600		
	2 588E699 726000	JAIL OPERATIONS	SUPPLIES		180.00				
			SUPPLIES						
					CHECK TOTAL	209.00			
1545 OMS COMPLIANCE SERVICES I	1 212E430 726000	00000	INV	11/22/2006	73.50	40315-16	21599		
	2 101E351 726000	ANM CTRL JAIL OPERATIONS	SUPPLIES		73.50				
	3 588E699 726000	JAIL OPERATIONS	SUPPLIES		143.00				
					CHECK TOTAL	290.00			
1545 OMS COMPLIANCE SERVICES I	1 588E699 726000	00000	INV	11/22/2006	71.50	40397	21603		
			OPERATIONS						
					CHECK TOTAL	71.50			
2649 OTSEGO COUNTY TREAS	1 101E131 930930	00000	INV	11/21/2006	857.50	JURY-REIMBME	21604		
			CIRCT CT						
					CHECK TOTAL	857.50			
2649 OTSEGO COUNTY TREAS	1 101E131 930930	00000	INV	11/21/2006	685.20	JURYS-REI	21621		
			CIRCT CT						
					CHECK TOTAL	685.20			
3438 GERALD PECK	1 249E371 801020	0000037100298	INV	11/27/2006	50.00	INSP	21715		
			BUILDING						
			PROFESSNL						
					CHECK TOTAL	50.00			
4210 R & R CONSTRUCTION	1 233E690 940010 5CDBG HOUSING	0000069000408	INV	11/27/2006	12,223.00	162005	21612		
			OUTSIDE						
					CHECK TOTAL	12,223.00			
4218 SHARON RIVEST		00000	INV	11/22/2006		05-3402	21615		

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OTSEGO COUNTY  
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-49 12/05/2006

VENDOR	G/L ACCOUNTS	R	PO	GEN AGENCY	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1 0701L	271000			GEN AGENCY	RESTITUT		35.00			
							CHECK TOTAL			35.00
3787 BRUCE SCOTT										35.00
1 233E690	940010 5CDBG HOUSING			00000690000405	INV	11/27/2006	200.00	222005	21613	
					OUTSIDE					
3787 BRUCE SCOTT										200.00
1 233E690	940010 5CDBG HOUSING			00000690000420	INV	11/27/2006	100.00	FINAL-13-200	21734	
					OUTSIDE					
1278 HOWARD L SHIFMAN PC										100.00
1 260E270	801020			00000	INV	11/22/2006	300.00	10516	21601	
				HR	PROFESSNL					
							1,711.00			1,711.00
							CHECK TOTAL			1,711.00
2933 SHRED-IT GRAND RAPIDS										70.00
1 101E101	726000			00000	INV	11/27/2006	35.00	5454467613	21717	
				BOC	SUPPLIES					
2 101E301	940010				OUTSIDE		35.00			
							CHECK TOTAL			70.00
1979 THERESA'S TRANSCRIPTION S										70.00
1 101E131	801030			00000	INV	12/05/2006	61.10	7245	21711	
					TECHNICAL					
							CHECK TOTAL			61.10
4225 THOMAS PAYTON WELL DRILLI										61.10
1 233E690	940010 5CDBG HOUSING			00000690000410	INV	11/27/2006	3,650.00	222005	21611	
					OUTSIDE					
							CHECK TOTAL			3,650.00
1338 UNITED BUILDING CENTERS										3,650.00
1 101E141	726000			00000	INV	12/05/2006	208.12	163455	21713	
				FOC	SUPPLIES					
2 215E141	726000				SUPPLIES		36.73			
							CHECK TOTAL			244.85
1429 UNITED WISCONSIN GROUP										244.85
1 0704L	231870			00000	INV	11/22/2006	3,169.60	12-2006	21598	
					INS-LIFE/D					
							CHECK TOTAL			3,169.60
3955 US IMAGING										3,169.60
1 101E215	930650			00000	INV	11/22/2006	27.00	137	21605	
					FILM					
							CHECK TOTAL			27.00



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OTSEGO COUNTY  
PREPAID INVOICE LIST

PG 1  
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WARRANT: B2006-50 12/12/2006

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

CASH ACCOUNT: 0001A 001000 CASH

1946 PHARMACARE 00000 7004581-580  
2524 GAYLORD GAS 00000 VETERANS

DD 12/05/2006  
INV 12/06/2006

18,366.29 21760  
877.73 21758

14558 RX 11/16/06 - 11/30/06  
16128 VETERANS-344159

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19,244.02 CASH ACCOUNT 0001A 001000 TOTAL

OTSEGO COUNTY  
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-50 12/12/2006

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	12/12/2006	138.00	12-5-06	21752	
				CHECK TOTAL		138.00			
1091	IMPREST CASH - JURY FUND 1 101E131 930930	00002 CIRCT CT		INV JURY SVCS	12/12/2006	469.10	06-18757-SM	21750	
1091	IMPREST CASH - JURY FUND 1 101E131 930940	00002 CIRCT CT		INV WITNESS	12/20/2006	469.10	06-19165-FY	21924	
				CHECK TOTAL		9.90			
				CHECK TOTAL		479.00			
1268	7TH PROBATE/FAMILY COURT 1 292E662 930810	00000 CHILD CARE		INV OTHER INST	12/12/2006	190.00	11-29-06	21836	
				CHECK TOTAL		190.00			
1570	ALLTEL 1 588E699 930210	0000069901184 OPERATIONS		INV TELEPHONE	12/07/2006	129.59	NOV-21-06	21776	
				CHECK TOTAL		129.59			
2625	ARROW SANITATION 1 101E131 940010 2 101E267 726200	00000 CIRCT CT PROSECUTOR		INV OUTSIDE BOOKS	12/20/2006	284.00	7557	21921	
				CHECK TOTAL		284.00			
2625	ARROW SANITATION 1 281E537 940010	0000053700145 AIRPORT		INV OUTSIDE	12/07/2006	568.00	AIRPORT-1106	21773	
				CHECK TOTAL		77.00			
				CHECK TOTAL		645.00			
1377	ARROW UNIFORM RENTAL 1 588E699 940010	0000069901182 OPERATIONS		INV OUTSIDE	12/07/2006	35.21	06835608	21774	
				CHECK TOTAL		35.21			
4200	ALICIA ATCHISON 1 0701L 271130	00000 GEN AGENCY		INV RESTITUT	12/20/2006	25.00	-11-30-06	21888	
4200	ALICIA ATCHISON 1 0701L 271130	00000 GEN AGENCY		INV RESTITUT	12/20/2006	150.00	11-30-06	21887	
				CHECK TOTAL		150.00			
3111	BRADLEY BUTCHER 1 0701L 271130	00000 GEN AGENCY		INV RESTITUT	12/20/2006	55.00	11-30-06	21889	
				CHECK TOTAL		55.00			

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 3  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-50 12/12/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1341 WILLIAM L CAREY 1 101E131 801020	00000 CIRCT CT			INV PROFESSNL	12/25/2006	12,034.39	12-01-06	21749	
						CHECK TOTAL			55.00
4201 RICHARD CARTER 1 0701L 271130	00000 GEN AGENCY			INV RESTITUT	12/20/2006	25.00	11-30-06	21890	
						CHECK TOTAL			25.00
3404 CHARTER COMMUNICATIONS 1 281E537 940010	0000053700147 AIRPORT			INV OUTSIDE	12/07/2006	100.05	50200021106	21772	
						CHECK TOTAL			100.05
2344 GAIL CHECHLOWSKI 1 0701L 271148	00000 GEN AGENCY			INV RESTITUT	12/12/2006	20.00	1137	21830	
						CHECK TOTAL			20.00
1051 CITY OF GAYLORD 1 281E537 920200	0000053700150 AIRPORT			INV H2O/SEWAGE	12/07/2006	18.58	1100-ABRO-DR	21880	
						CHECK TOTAL			18.58
3756 DARRYL COLE 1 0701L 271130	00000 GEN AGENCY			INV RESTITUT	12/20/2006	.41	11-30-06	21891	
						CHECK TOTAL			.41
4082 CARLA COLLINS 1 0701L 271130	00000 GEN AGENCY			INV RESTITUT	12/20/2006	150.00	11-30-06	21892	
						CHECK TOTAL			150.00
1059 CONSUMERS ENERGY 1 281E537 930620	0000053700144 AIRPORT			INV ELECTRIC	12/07/2006	284.12	49490061106	21770	
						CHECK TOTAL			284.12
4250 DOLLY DANGLER 1 0701L 286002	00000 GEN AGENCY			INV RFND DIST	12/20/2006	30.00	11-30-06	21927	
						CHECK TOTAL			30.00

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 4  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-50 12/12/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
4178 DEQ-CASHIERS	OFFICE-WB-CG	0000053700148	INV	12/07/2006					
1 281E537	920450 AIRPORT TITLES				200.00		00007681	21780	
					CHECK TOTAL				
					200.00				
1492 DTE ENERGY	930610	0000053700152	INV	12/07/2006					
1 281E537	AIRPORT NATURL GAS				1,208.89		4000221106	21847	
1492 DTE ENERGY	930610	0000053700151	INV	12/07/2006					
1 281E537	AIRPORT NATURL GAS				54.94		6000141106	21881	
1492 DTE ENERGY	930610	00000	INV	12/07/2006					
1 637E265	CRTHS BLDG GRNDS NATURL GAS				3,162.66		6000151106	21783	
1492 DTE ENERGY	930610	00000	INV	12/07/2006					
1 208E752	REC PGMS NATURL GAS				471.30		6000271106	21782	
					CHECK TOTAL				
					4,897.79				
3989 DYE, JOHN	940110	00000	INV	12/05/2006					
1 101E853	HLTH RETIR HLTH RET				250.00		12-2006	21746	
					CHECK TOTAL				
					250.00				
1767 ENTERPRISE LEASING CO.	271130	00000	INV	12/20/2006					
1 0701L	GEN AGENCY RESTITUT				150.00		11-30-06	21894	
					CHECK TOTAL				
					150.00				
1080 FIDLAR DOUBLEDAY INC	726000	00000	INV	12/04/2006					
1 101E262	ELECT SUPPLIES				9,618.03		EM0703-IN	21740	
					CHECK TOTAL				
					9,618.03				
1105 FORWARD CORPORATION	271130	00001	INV	12/20/2006					
1 0701L	GEN AGENCY RESTITUT				500.00		11-30-03	21895	
					CHECK TOTAL				
					500.00				
1569 FORWARD SHELL	271130	00001	INV	12/20/2006					
1 0701L	GEN AGENCY RESTITUT				10.00		11-30-06	21896	
					CHECK TOTAL				
					10.00				
1548 CYNTHIA FOWLER	271130	00000	INV	12/20/2006					
1 0701L	GEN AGENCY RESTITUT				130.33		11-30-06	21897	
					CHECK TOTAL				
					130.33				

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 5  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-50 12/12/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
2694 LINDA FRANKLIN	1 101E131 801030	00000	CIRCT CT	INV	12/12/2006	61.10	03-3862-FY	21751	
				TECHNICAL		61.10			
						CHECK TOTAL			130.33
4249 RALPH FREEMAN	1 0701L 286002	00000	GEN AGENCY	INV	12/20/2006	110.00	06-Z0038-SN	21926	
				RFND DIST		110.00			
						CHECK TOTAL			110.00
1107 FUELMAN OF MICHIGAN		00000		INV	12/07/2006	75.70	NP7375245	21859	
	1 101E721 930660		PLAN ZONE	GAS		29.12			
	2 293E689 930660		SOLDIERS	GAS		41.56			
	3 645E172 930660		ADMIN	GAS		1,193.64			
	4 101E301 930660		SHERIFF	GAS		195.80			
	5 281E537 930660		AIRPORT	GAS		260.89			
	6 249E371 930660		BUILDING	GAS		137.25			
	7 212E430 930660		ANM CTRL	GAS		119.79			
	8 637E265 930660		BLDG GRNDS	GAS		1,143.44			
	9 210E651 700000		AMBULANCE	CU EXPENSE					
						CHECK TOTAL			3,197.19
									3,197.19
1054 GAYLORD CITY TREASURER	1 0701L 221000	00000	GEN AGENCY	INV	12/20/2006	1,300.20	11-30-06	21747	
				DUE CITY					
						CHECK TOTAL			1,300.20
1134 GAYLORD HERALD TIMES	1 588E699 930300	00000	OPERATIONS	INV	12/05/2006	42.63	4103668-BUS	21759	
				ADVERTISE					
						CHECK TOTAL			42.63
1078 GIL-ROYS HARDWARE	1 212E430 726050	0000043000527	ANM CTRL	INV	12/07/2006	24.98	38522203	21767	
				MAINT SUPP					
						CHECK TOTAL			24.98
									24.98
2353 GLEN'S MARKET	1 0701L 271130	00000	GEN AGENCY	INV	12/20/2006	300.00	11-30-06	21898	
				RESTITUT					
						CHECK TOTAL			300.00
									300.00
4228 BARB GOUPILL	1 0701L 255000	0000043000532	GEN AGENCY	INV	12/07/2006	25.00	REFUND	21768	
				CUST DEP					
						CHECK TOTAL			25.00





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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 8  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-50 12/12/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1234 OTSEGO COUNTY	1 0701L 271130	00000	GEN AGENCY	INV	12/20/2006	140.00	11-30-06	21909	
				RESTITUT					
				CHECK TOTAL		140.00			
						140.00			
1237 OTSEGO COUNTY ROAD COMMIS	1 0701L 271130	00001	GEN AGENCY	INV	12/20/2006	25.00	11-30-06	21910	
				RESTITUT					
				CHECK TOTAL		25.00			
						25.00			
4245 PAWLANTA, EUGENE & ILONA	1 0701L 271148	00000	GEN AGENCY	INV	12/12/2006	190.00	1135	21833	
				RESTITUT					
				CHECK TOTAL		190.00			
						190.00			
4135 MICHELLE PEARSON	1 0701L 271130	00000	GEN AGENCY	INV	12/20/2006	50.00	11-30-06	21911	
				RESTITUT					
				CHECK TOTAL		50.00			
						50.00			
1867 ROSCOMMON COUNTY	1 292E662 930810	00000	CHILD CARE	INV	12/12/2006	1,422.00	830	21835	
				OTHER INST					
				CHECK TOTAL		1,422.00			
						1,422.00			
1867 ROSCOMMON COUNTY	1 292E662 930810	00000	CHILD CARE	INV	12/12/2006	158.00	831	21834	
				OTHER INST					
				CHECK TOTAL		158.00			
						158.00			
2191 SATURN BOOKSELLERS	1 0701L 271130	00000	GEN AGENCY	INV	12/20/2006	9.39	11-30-06	21886	
				RESTITUT					
				CHECK TOTAL		9.39			
						9.39			
1544 GLORIA SAWYER	1 292E662 930830	00000	CHILD CARE	INV	12/12/2006	13.00	11-20-06	21838	
				CARE GIVER					
				CHECK TOTAL		13.00			
						13.00			
1544 GLORIA SAWYER	1 292E662 930830	00000	CHILD CARE	INV	12/12/2006	9.00	11-21-06	21837	
				CARE GIVER					
				CHECK TOTAL		9.00			
						9.00			
1544 GLORIA SAWYER	1 292E662 930830	00000	CHILD CARE	INV	12/12/2006	11.00	11-28-06	21839	
				CARE GIVER					
				CHECK TOTAL		11.00			
						11.00			
						33.00			
1432 THOMAS SAWYER	1 292E662 930500	00000	CHILD CARE	INV	12/12/2006	23.60	11-20-06	21842	
	2 292E662 930830		CHILD CARE	TRAVEL		13.00			
				CARE GIVER					
				CHECK TOTAL		36.60			
						36.60			

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 9  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-50 12/12/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1432 THOMAS SAWYER		00000		INV	12/12/2006				
1 292E662	930500		CHILD CARE	TRAVEL		13.76	11-21-06	21840	
2 292E662	930830		CHILD CARE	CARE GIVER		9.00			
1432 THOMAS SAWYER		00000		INV	12/12/2006				
1 292E662	930830		CHILD CARE	CARE GIVER		11.00	11-28-06	21841	
2 292E662	930500		CHILD CARE	TRAVEL		21.76			
				CHECK TOTAL		32.76			
						92.12			
3786 SCHIMANTOWSKI, ROBERT		00000		INV	12/12/2006				
1 0701L	271148		GEN AGENCY	RESTITUT		200.00	1138	21831	
				CHECK TOTAL		200.00			
						200.00			
3787 BRUCE SCOTT		0000069000424		INV	12/07/2006				
1 233E690	940010 5CDBG HOUSING			OUTSIDE		300.00	122005FINAL	21779	
3787 BRUCE SCOTT		0000069000426		INV	12/07/2006				
1 233E690	940010 5CDBG HOUSING			OUTSIDE		200.00	152005FINAL	21878	
				CHECK TOTAL		200.00			
						500.00			
1274 SECRETARY OF STATE		00000		INV	12/20/2006				
1 0701L	228030		GEN AGENCY	DL REINST		633.00	11-30-06	21746	
				CHECK TOTAL		633.00			
1278 HOWARD L SHIFMAN PC		00000		INV	12/20/2006				
1 101E131	801020		CIRCT CT	PROFESSNL		2,420.75	10517	21883	
1278 HOWARD L SHIFMAN PC		00000		INV	12/20/2006				
1 101E131	801020		CIRCT CT	PROFESSNL		1,972.25	10536	21928	
				CHECK TOTAL		1,972.25			
						4,393.00			
2795 ARTHUR SMITH		00000		INV	12/20/2006				
1 101E131	930830		CIRCT CT	CARE GIVER		30.00	85-4737-GA	21929	
2 101E131	930500		CIRCT CT	TRAVEL		6.30			
2795 ARTHUR SMITH		00000		INV	12/20/2006				
1 101E131	930830		CIRCT CT	CARE GIVER		30.00	96-6095-GA	21923	
2 101E131	930500		CIRCT CT	TRAVEL		19.50			
				CHECK TOTAL		49.50			
						85.80			
4248 JANICE SPREEMAN		00000		INV	12/20/2006				
							11-30-06	21925	

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 10  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-50 12/12/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1 0701L	271130	GEN AGENCY		RESTITUT		50.00			
						CHECK TOTAL			
1292 STATE OF MICHIGAN		00000		INV 12/07/2006		50.00			
1 637E265	940010	BLDG GRNDS		OUTSIDE		50.00	BLR0597747-1	21865	
						CHECK TOTAL			
1295 STATE OF MICHIGAN		00000		INV 12/04/2006		120.00			
1 0701L	228016	GEN AGENCY		PSTL PRMT		120.00	NOV-2006	21755	
						CHECK TOTAL			
1296 STATE OF MICHIGAN		00000		INV 12/20/2006		384.00			
1 0701L	228020	GEN AGENCY		CNSRVTN		112.50			
2 0701L	228037	GEN AGENCY		CRIME VICT		1,137.37			
3 0701L	228042	GEN AGENCY		ST CRT FND		250.00			
4 0701L	228057	GEN AGENCY		JUROR COMP		643.00			
5 0701L	228058	GEN AGENCY		CIVIL FILE		4,788.00			
6 0701L	228059	GEN AGENCY		JSTCE SYS		17,555.00			
						CHECK TOTAL			
1298 STATE OF MICHIGAN		00000		INV 12/04/2006		24,485.87			
1 0701L	228042	GEN AGENCY		ST CRT FND		330.00			
2 0701L	228037	GEN AGENCY		CRIME VICT		557.82			
3 0701L	228057	GEN AGENCY		JUROR COMP		200.00			
4 0701L	228058	GEN AGENCY		CIVIL FILE		2,618.00			
5 0701L	228059	GEN AGENCY		JSTCE SYS		800.68			
6 0701L	228060	GEN AGENCY		AG OPER		90.00			
						CHECK TOTAL			
1299 STATE OF MICHIGAN		00000		INV 12/04/2006		4,596.50			
1 0701L	228042	GEN AGENCY		ST CRT FND		50.00			
2 0701L	228037	GEN AGENCY		CRIME VICT		90.00			
3 0701L	228006	GEN AGENCY		PRB SH FEE		163.20			
4 0701L	228058	GEN AGENCY		CIVIL FILE		1,257.00			
5 0701L	228059	GEN AGENCY		JSTCE SYS		556.00			
						CHECK TOTAL			
1532 STATE OF MICHIGAN - DNR		00000		INV 12/20/2006		2,116.20			
1 0701L	271130	GEN AGENCY		RESTITUT		2,116.20	11-30-06	21893	
						CHECK TOTAL			
						CHECK TOTAL			

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 11  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: E2006-50 12/12/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1920 STATE OF MICHIGAN	1 0701L 228005	00000	GEN AGENCY	INV	12/04/2006	10.00	NOV-2006	21757	
				NOTARY					10.00
						CHECK TOTAL			10.00
2289 STATE OF MICHIGAN BUREAU	1 0701L 271130	00001	GEN AGENCY	INV	12/20/2006	140.00	11-30-06	21912	
				RESTITUT					140.00
						CHECK TOTAL			140.00
3866 THE BANK OF NORTHERN MICH	1 588E699 920520	0000059901187	OPERATIONS	INV	12/07/2006	876.25	DEC-06	21777	
				RENT-VEHC					876.25
						CHECK TOTAL			876.25
1315 TREETOPS SYLVAN RESORT	1 0701L 271130	00001	GEN AGENCY	INV	12/20/2006	257.50	11-30-06	21913	
				RESTITUT					257.50
						CHECK TOTAL			257.50
2113 UPPER LAKES TIRE	1 0701L 271130	00000	GEN AGENCY	INV	12/20/2006	44.00	11-30-06	21914	
				RESTITUT					44.00
						CHECK TOTAL			44.00
3319 KATHLEEN VANKIRK	1 0701L 271130	00000	GEN AGENCY	INV	12/20/2006	427.50	11-30-06	21916	
				RESTITUT					427.50
						CHECK TOTAL			427.50
3319 KATHLEEN VANKIRK	1 0701L 271130	00000	GEN AGENCY	INV	12/20/2006	5.00	9-30-06	21915	
				RESTITUT					5.00
						CHECK TOTAL			5.00
4086 SCOTT VLASSIS	1 0701L 271130	00000	GEN AGENCY	INV	12/20/2006	554.00	11-30-06	21917	
				RESTITUT					554.00
						CHECK TOTAL			554.00
1335 WALMART	1 0701L 271130	00000	GEN AGENCY	INV	12/20/2006	5.00	-7-31-06	21919	
				RESTITUT					5.00
						CHECK TOTAL			5.00
1335 WALMART	1 0701L 271130	00000	GEN AGENCY	INV	12/20/2006	50.00	11-30-06	21920	
				RESTITUT					50.00
						CHECK TOTAL			50.00
1335 WALMART	1 0701L 271130	00000	GEN AGENCY	INV	12/20/2006	2.50	7-31-06	21918	
				RESTITUT					2.50
						CHECK TOTAL			2.50



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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 1  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
3947 LAPEER, NORMAN AND VIOLET	1 292E662 930700	00000	CHILD CARE	INV	12/13/2006	527.70	11-06	22042	
				ROOM BOARD					
						527.70			
						CHECK TOTAL			
1091 IMPREST CASH - JURY FUND	1 101E131 930930	00002	CIRCT CT	INV	12/19/2006	396.80	06-186646-SM	21973	
				JURY SVCS					
						396.80			
						CHECK TOTAL			
1570 ALLTEL	1 212E430 930210	00000	ANM CTRL	INV	11/30/2006	31.88	DEC-04-06	22023	
	2 645E172 930230		ADMIN	TELEPHONE		24.68			
	3 637E265 930210		BLDG GRNDS	CELL PH		96.12			
				TELEPHONE					
						152.68			
						CHECK TOTAL			
2727 ALPINE ANIMAL HOSPITAL	1 212E430 930980	0000043000540	ANM CTRL	INV	11/30/2006	70.00	235350	21967	
				STERILIZE					
						70.00			
						CHECK TOTAL			
1019 ALPINE OIL COMPANY INC	1 281E537 930660	0000053700153	AIRPORT	INV	11/30/2006	10.08	207-NOV-06	22083	
				GAS					
						10.08			
						CHECK TOTAL			
1024 AMERICAN TOTAL SECURITY I	1 101E131 920400	00000	CIRCT CT	INV	12/19/2006	112.96	13602	21982	
				MAINT SVC					
						112.96			
						CHECK TOTAL			
3619 AMES, MARK & DARLA	1 292E662 930700	00000	CHILD CARE	INV	12/13/2006	527.70	11-06	22041	
				ROOM BOARD					
						527.70			
						CHECK TOTAL			
4277 JAMES APSEY	1 101E131 930930	00000	CIRCT CT	INV	12/19/2006	7.50	JURY-FEE	22004	
				JURY SVCS					
						7.50			
						CHECK TOTAL			
1377 ARROW UNIFORM RENTAL	1 637E265 725046	00002	BLDG GRNDS	INV	11/30/2006	68.02	06842023	22089	
				UNIFORM					
						68.02			
						CHECK TOTAL			

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PG 2  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
4232 BIENVENIDO ARROZAL JR.	1 1010332 674000 MSP	0000069000416	CONTRIB	INV	11/30/2006	25.00	REFUND	21723	
						CHECK TOTAL	25.00		
1026 ARTS AUTO ELECTRIC SERVIC	1 588E699 726050	0000069901159	OPERATIONS	MAINT SUPP	11/30/2006	177.98	938181	21678	
1026 ARTS AUTO ELECTRIC SERVIC	1 588E699 726050	0000069901173	OPERATIONS	MAINT SUPP	11/30/2006	137.52	938597	21794	
						CHECK TOTAL	137.52		
							315.50		
1713 AYRES ASSOCIATES	1 618E447 920410 AERL MAP	0000025700095	SVC CNTRCT	INV	11/30/2006	10,000.00	0114009	22025	
						CHECK TOTAL	10,000.00		
4254 MARY BABB	1 101E267 726000	0000026700279	PROSECUTOR	SUPPLIES	11/30/2006	15.00	WITNESS	22082	
						CHECK TOTAL	15.00		
2186 ERMA BACKENSTOSE	1 1010215 626030	00000	CLERK	INV	12/04/2006	100.00	FILING-FEE	21864	
						CHECK TOTAL	100.00		
2522 BENJAMIN BARTLETT	1 101E261 930500	00000	COOP EXT	TRAVEL	11/30/2006	54.00	10-4-10-7-06	21726	
						CHECK TOTAL	54.00		
1411 BLUE CROSS BLUE SHIELD OF	1 101E131 704110	00002	CIRCT CT	HOSP	12/26/2006	18,650.42	746-JAN-2007	22026	
	2 0704L 231260 COURT PAYROLL		INS-BCBS			197.35			
						CHECK TOTAL	18,847.77		
							18,847.77		
1411 BLUE CROSS BLUE SHIELD OF	1 101E853 940110	00002	HLTH RETIR	HLTH RET	12/26/2006	307.39	901-JAN-07	22022	
						CHECK TOTAL	307.39		
1034 BOB BARKER COMPANY INC	1 101E351 726015	0000035100664	JAIL	CLOTHES	11/30/2006	875.00	NC1000597119	21659	
						CHECK TOTAL	875.00		

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PG 3  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
3728 TIMOTHY BORDNER 1 249E371 801020	0000037100305 BUILDING	INV	11/30/2006	PROFESSNL	875.00	118	21943		
					2,117.40				
					CHECK TOTAL				
3469 BRIAN BOSWOOD 1 212E430 920320	00000430000541 ANM CTRL	INV	11/30/2006	SNOW FLOW	35.00	12022006	21945		
					35.00				
					CHECK TOTAL				
4258 BARBARA BRADSTREET 1 101E131 930930	00000 CIRCT CT	INV	12/19/2006	JURY SVCS	7.50	JURY-FEE	21983		
					7.50				
					CHECK TOTAL				
2119 LYNN BRANCH 1 101E145 726000	00000 JURY	INV	12/07/2006	SUPPLIES	15.15	064-8344	21930		
					15.15				
					CHECK TOTAL				
1376 BS&A SOFTWARE INC 1 101E257 920410	0000025700088 EQ	INV	11/30/2006	SVC CNTRCT	1,345.00	041472	21802		
					1,345.00				
					CHECK TOTAL				
2063 OTSEGO COUNTY BUS SYSTEM 1 249E371 726050	0000037100299 BUILDING	INV	11/30/2006	MAINT SUPP	3,597.44	BLDG-DEPT-RE	21798		
					3,597.44				
					CHECK TOTAL				
4231 ANGELINA BUSKIRK 1 1010332 674000 MSP	0000069000415 MSP	INV	11/30/2006	CONTRIB	25.00	REFUND	21722		
					25.00				
					CHECK TOTAL				
1735 TERRANCE M. COTTLE 1 101E166 940010	00000 FMLY CNSL	INV	12/19/2006	OUTSIDE	525.00	04-10628-DM	22009		
					525.00				
					CHECK TOTAL				
1735 TERRANCE M. COTTLE 1 101E166 940010	00000 FMLY CNSL	INV	12/19/2006	OUTSIDE	325.00	93-5609-DM	22010		
					850.00				
					CHECK TOTAL				
1048 CARQUEST AUTO PARTS 1 637E265 920400	00000 BLDG GRNDS	INV	11/30/2005	MAINT SVC	13.32	562016812	21828		
					13.32				

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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1711	CASE CREDIT 1 588E699 726050	0000069901168	OPERATIONS	MAINT SUPP	11/30/2006	13.32	17277	21677	
1711	CASE CREDIT 1 588E699 726050	0000069901198	OPERATIONS	MAINT SUPP	11/30/2006	96.10	17548	22056	
1711	CASE CREDIT 1 588E699 726050	0000069901199	OPERATIONS	MAINT SUPP	11/30/2006	316.48	17559	22057	
						224.09			
						636.67			
1046	CDW GOVERNMENT INC 1 101E131 726000	00000	CIRCT CT	SUPPLIES	12/19/2006	291.99	CRF7400	22007	
1047	CELLULAR ONE 1 101E267 930210	0000026700269	PROSECUTOR	TELEPHONE	11/30/2006	45.09	2102848517	22071	
2805	CHARLTON TOWNSHIP 1 0701L 274006	00000	GEN AGENCY	UND FOREST	11/30/2006	229.80	2005-COM-FOR	21705	
3326	CHARTER 1 595E351 726000	0000035100688	JAIL COMM	SUPPLIES	11/30/2006	229.80	5295801-1006	21940	
1424	CHERRY LAN SYSTEMS INC 1 256E215 920410	00000	ROD AUTO	SVC CNTRCT	12/04/2006	50.86	DEC-2006	21742	
2491	CHILD & FAMILY SERVICES 1 292E662 930810	00000	CHILD CARE	OTHR INST	12/13/2006	2,400.00	10-15-06	22045	
2491	CHILD & FAMILY SERVICES 1 292E662 930810	00000	CHILD CARE	OTHR INST	12/13/2006	1,979.67	11-06	22044	
1852	CIT	0000037100306	INV		11/30/2006	4,741.09			
						6,720.76	TRNG	21941	
						CHECK TOTAL			

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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1	249E371 704400		BUILDING	TRAINING		550.00			
						CHECK TOTAL			
						550.00			
4259	DEBORAH COKEWELL		00000	INV	12/19/2006				
	1 101E131 930930		CIRCT CT	JURY SVCS		7.50	JURY-FEE	21984	
						CHECK TOTAL			
						7.50			
4079	CONEY ISLAND CAFE		0000035100652	INV	11/30/2006				
	1 101E351 930700		JAIL	ROOM BOARD		635.25	14444	21810	
						CHECK TOTAL			
						635.25			
1059	CONSUMERS ENERGY		0000069901188	INV	11/30/2006				
	1 588E699 930620		OPERATIONS	ELECTRIC		1,672.51	32472061106	22062	
1059	CONSUMERS ENERGY		0000053700155	INV	11/30/2006				
	1 281E537 930620		AIRPORT	ELECTRIC		10.11	37910051106	22085	
1059	CONSUMERS ENERGY		0000053700156	INV	11/30/2006				
	1 281E537 930620		AIRPORT	ELECTRIC		32.20	38168021106	22086	
1059	CONSUMERS ENERGY		0000053700157	INV	11/30/2006				
	1 281E537 930620		AIRPORT	ELECTRIC		101.74	38176021106	22087	
1059	CONSUMERS ENERGY		0000053700154	INV	11/30/2006				
	1 281E537 930620		AIRPORT	ELECTRIC		2,474.45	79530091106	22084	
						CHECK TOTAL			
						2,474.45			
3800	CORPORATE TITLE AGENCY		0000069000406	INV	11/30/2006				
	1 233E690 940010 5CDBG HOUSING		HOUSING	OUTSIDE		265.00	061495	21668	
3800	CORPORATE TITLE AGENCY		0000069000407	INV	11/30/2006				
	1 233E690 940010 5CDBG HOUSING		HOUSING	OUTSIDE		210.00	061590	21667	
3800	CORPORATE TITLE AGENCY		0000069000427	INV	11/30/2006				
	1 233E690 940010 5CDBG HOUSING		HOUSING	OUTSIDE		330.00	152005TITLE	21933	
						CHECK TOTAL			
						330.00			
1865	CORRECTIONAL MANAGEMENT		00000	INV	12/13/2006				
	1 292E662 930810		CHILD CARE	OTHR INST		322.00	10940	22039	
						CHECK TOTAL			
						322.00			

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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1839 BRUCE CRANHAM,ATTY	00000			INV	12/19/2006	935.00	12-06-06	21981	
1 101E141 940010	FOC			OUTSIDE		165.00			
2 215E141 940010	FOC			OUTSIDE					
				CHECK TOTAL		1,100.00			
				CHECK TOTAL		1,100.00			
4235 CRITICAL INCIDENT MANAGEM	00000			INV	11/30/2006	500.00	111-06	21694	
1 101E427 704400	EMGR SVCS			TRAINING					
				CHECK TOTAL		500.00			
				CHECK TOTAL		500.00			
2635 LINDA CRONK	00000			INV	11/30/2006	352.80	MAY-OCT-06	21727	
1 101E261 930500	COOP EXT			TRAVEL					
				CHECK TOTAL		352.80			
				CHECK TOTAL		352.80			
1065 CROSSROADS INDUSTRIES	0000069901174			INV	11/30/2006	83.95	8269	21793	
1 588E699 726025	OPERATIONS			JANITORIAL					
				CHECK TOTAL		83.95			
				CHECK TOTAL		83.95			
1860 TRACEY CRUZ	00000			INV	12/19/2006	54.52	560877	21974	
1 101E131 726000	CIRCT CT			SUPPLIES					
				CHECK TOTAL		54.52			
				CHECK TOTAL		54.52			
4247 Citizens Bank	00000			INV	12/07/2006	3,854.48	mar-dec-06	21845	
1 0701L 271000	GEN AGENCY			RESTITUT					
				CHECK TOTAL		3,854.48			
				CHECK TOTAL		3,854.48			
4260 JOHN DALZOTTO JR	00000			INV	12/19/2006	7.50	JURY-FEE	21985	
1 101E131 930930	CIRCT CT			JURY SVCS					
				CHECK TOTAL		7.50			
				CHECK TOTAL		7.50			
4230 JAMES DAVIS	0000069000417			INV	11/30/2006	25.00	REFUND	21724	
1 1010332 674000	MSP			CONTRIB					
				CHECK TOTAL		25.00			
				CHECK TOTAL		25.00			
1071 DELL MARKETING	0000021500094			INV	11/30/2006	524.72	R85409678	21728	
1 256E215 726000	ROD AUTO			SUPPLIES					
				CHECK TOTAL		524.72			
				CHECK TOTAL		524.72			
4261 JANIE DIEBEL	00000			INV	12/19/2006		JURY-FEE	21986	

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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1 101E131	930930		CIRCT CT	JURY SVCS		7.50			
						CHECK TOTAL			
1081 DOVER TOWNSHIP						7.50			
1 0701L	274006	00001	GEN AGENCY	INV 11/30/2006		7.50			
				UND FOREST			2005-COM-FOR	21704	
						CHECK TOTAL			
1492 DTE ENERGY						105.27			
1 212E430	930610	00000430000539	ANM CTRL	INV 11/30/2006		105.27			
				NATURL GAS			30000101106	21966	
1492 DTE ENERGY						320.29			
1 588E699	930610	0000069901197	OPERATIONS	INV 11/30/2006		320.29			
				NATURL GAS			510000241106	22064	
1492 DTE ENERGY						2,181.97			
1 637E265	930610	00000	ALPCT BLDG GRNDS	INV 11/30/2006		2,181.97			
				NATURL GAS			6000431106	22015	
1492 DTE ENERGY						743.34			
1 637E265	930610	00000	ALPCT BLDG GRNDS	INV 11/30/2006		743.34			
				NATURL GAS			6000681106	22017	
1492 DTE ENERGY						514.82			
1 637E265	930610	00000	ALPCT BLDG GRNDS	INV 11/30/2006		514.82			
				NATURL GAS			8000141106	22019	
1492 DTE ENERGY						182.42			
1 637E265	930610	00000	ALPCT BLDG GRNDS	INV 11/30/2006		182.42			
				NATURL GAS			90000181106	22020	
1492 DTE ENERGY						2,898.43			
1 637E265	930610	00000	ALPCT BLDG GRNDS	INV 11/30/2006		2,898.43			
				NATURL GAS			90000341106	22021	
1492 DTE ENERGY						538.95			
1 637E265	930610	00000	LNDUS BLDG GRNDS	INV 11/30/2006		538.95			
				NATURL GAS			7,380.22		
						CHECK TOTAL			
1082 DUNNS						63.01			
1 212E430	726000	00000430000533	ANM CTRL	INV 11/30/2006		63.01			
				SUPPLIES			562923-0	21960	
1082 DUNNS						304.37			
1 101E267	726000	0000026700270	PROSECUTOR	INV 11/30/2006		304.37			
				SUPPLIES			565647	22072	
1082 DUNNS						28.89			
1 101E141	726000	00000	FOC	INV 12/19/2006		28.89			
2 215E141	726000	00000	FOC	SUPPLIES		5.10			
1082 DUNNS						67.70			
1 588E699	726000	0000069901189	OPERATIONS	INV 11/30/2006		67.70			
2 588E699	726025	00000	OPERATIONS	SUPPLIES		99.08			
				JANITORIAL			5672980	22065	
1082 DUNNS						166.78			
							567314	21824	

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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1082 DUNNS	1 0101A 106000	GF ASSET		SUPP INV		119.95			
	1 0101A 106000	00000		INV	11/30/2006	47.98	567528	21729	
	1 0101A 106000	GF ASSET		SUPP INV					
1082 DUNNS	1 101E257 726000	0000025700091		INV	11/30/2006	6.02	567870	21953	
	1 101E257 726000	EQ		SUPPLIES					
1082 DUNNS	1 0101A 106000	00000		INV	11/30/2006	71.97	568600	21971	
	1 0101A 106000	GF ASSET		SUPP INV					
1082 DUNNS	1 0101A 106000	00000		INV	11/30/2006	71.97	568863	21972	
	1 0101A 106000	GF ASSET		SUPP INV					
				CHECK TOTAL		886.04			
1082 DUNNS	1 101E131 726000	00001		INV	12/19/2006	22.23	2615-NOV2006	22012	
	2 101E131 920400	CIRCT CT		SUPPLIES		162.41			
				MAINT SVC					
1082 DUNNS	1 101E215 726000	00001		INV	12/04/2006	31.40	CUST-247	21741	
	2 256E215 726000	CLERK/ROD		SUPPLIES		453.28			
		ROD AUTO		SUPPLIES					
				CHECK TOTAL		484.68			
						669.32			
2808 ELMIRA TOWNSHIP	1 0701L 274006	00000		INV	11/30/2006	888.10	2005-COM-FOR	21703	
		GEN AGENCY		UND FOREST					
				CHECK TOTAL		888.10			
1982 EMBROIDERY TODAY	1 101E332 726000	0000069000413		INV	11/30/2006	20.00	MCPHERSON	21720	
		MOTORCYCLE		SUPPLIES					
				CHECK TOTAL		20.00			
1058 EMPIRIC SOLUTIONS INC	1 101E228 801030	00000		INV	11/30/2006	65.70	3545	21959	
	2 261E427 801020	IT		TECHNICAL		52.20			
	3 256E215 920410	EMGR SVCS		PROFESSNL		119.10			
	4 588E697 940010	ROD AUTO		SVC CNTRCT		60.30			
	5 101E131 801030	ADMIN		OUTSIDE		7.20			
		CIRCT CT		TECHNICAL					
				CHECK TOTAL		304.50			
						304.50			
1445 EVERCOM SYSTEMS INC	1 595E351 726000	0000035100689		INV	11/30/2006	3,800.00	OCT-NOV-06	21939	
		JAIL COMM		SUPPLIES					
				CHECK TOTAL		3,800.00			

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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
4060 FARM BUREAU INS 1 0701L 271000	00000 GEN AGENCY			INV RESTITUT	12/07/2006	3,800.00	R-68799	22063	
						CHECK TOTAL			
4194 FARM BUREAU INSURANC 1 0701L 271000	00000 GEN AGENCY			INV RESTITUT	12/07/2006	33.00	NOV-DEC-06	21860	
						CHECK TOTAL			
3995 FARM BUREAU INS CO 1 0701L 271000	00000 GEN AGENCY			INV RESTITUT	12/07/2006	120.00	82-4371-03	21863	
						CHECK TOTAL			
1098 FEENY 1 588E699 726050	0000069901161 OPERATIONS			INV MAINT SUPP	11/30/2006	130.50	52269	21680	
						CHECK TOTAL			
4262 PATRICIA FILECCIA 1 101E131 930930	00000 CIRCT CT			INV JURY SVCS	12/19/2006	23.74	JURY-FEE	21987	
						CHECK TOTAL			
3474 FIRST FEDERAL OF NORTHERN 1 0701L 271000	00000 GEN AGENCY			INV RESTITUT	12/07/2006	7.50	MAR-DEC-06	21846	
						CHECK TOTAL			
4249 RALPH FREEMAN 1 101E131 930930	00000 CIRCT CT			INV JURY SVCS	12/19/2006	3,100.00	JURY-FEE	21988	
						CHECK TOTAL			
1110 GALLS INC 1 212E430 726046	00000430000534 ANM CTRL			INV UNIFORM	11/30/2006	7.50	586038530002	21961	
						CHECK TOTAL			
4263 LEWIS GALLUP 1 101E131 930930	00000 CIRCT CT			INV JURY SVCS	12/19/2006	170.13	JURY-FEE	21989	
						CHECK TOTAL			

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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
4264 JENNIFER GAPINSKI 1 101E131 930930	00000 CIRCT CT			INV JURY SVCS	12/19/2006	7.50	JURY-FEE	21990	
	CHECK TOTAL					7.50 7.50			
2281 GASLIGHT MEDIA 1 588E699 940010	0000069901169 OPERATIONS OUTSIDE			INV OUTSIDE	11/30/2006	59.95	10863	21683	
2281 GASLIGHT MEDIA 1 101E864 930240	00000 DISTRIBUTE NETWORK			INV NETWORK	11/30/2006	800.00	18065	21700	
2281 GASLIGHT MEDIA 1 618E447 726000	0000025700087 MAP SUPPLIES			INV SUPPLIES	11/30/2006	30.00	18122	21790	
	CHECK TOTAL					30.00 889.95			
1113 GAYLORD DRY CLEANERS 1 101E301 920410 2 101E302 726046	0000030100509 SHERIFF CIVIL DIV			INV SVC CNTRCT UNIFORM	11/30/2006	120.00 60.00	NOV-06	21821	
	CHECK TOTAL					180.00 180.00			
1117 GAYLORD FORD 1 101E301 726050 2 101E301 920400	0000030100512 SHERIFF SHERIFF			INV MAINT SUPP MAINT SVC	11/30/2006	467.88 385.00	18668	21869	
	CHECK TOTAL					852.88 852.88			
1078 GIL-ROYS HARDWARE 1 637E265 920400	00000 BLDG GRNDS			INV MAINT SVC	11/30/2006	37.37	38520386	21873	
1078 GIL-ROYS HARDWARE 1 637E265 920400	00000 BLDG GRNDS			INV MAINT SVC	11/30/2006	134.66	38521240	21697	
1078 GIL-ROYS HARDWARE 1 212E430 726050	00000430000525 ANM CTRL			INV MAINT SUPP	11/30/2006	4.99	38521384	21663	
1078 GIL-ROYS HARDWARE 1 637E265 920400	00000 BLDG GRNDS			INV MAINT SVC	11/30/2006	74.41	38523880	21826	
	CHECK TOTAL					74.41 251.43			
1530 GORDON FOOD SERVICES 1 101E351 726025 2 101E351 726030 3 101E351 930700	0000035100680 JAIL JAIL JAIL			INV JANITORIAL KITCHEN ROOM BOARD	11/30/2006	454.66 378.24 3,434.11	110781146	21815	
	CHECK TOTAL					4,267.01			

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PG 11  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1530 GORDON FOOD SERVICES	0000035100679	INV	11/30/2006						
1 101E351 726025	JAIL	JANITORIAL			33.42	788036886	21818		
2 101E351 726030	JAIL	KITCHEN			11.97				
3 101E351 930700	JAIL	ROOM BOARD			482.63				
1530 GORDON FOOD SERVICES	0000035100676	INV	11/30/2006						
1 101E351 726025	JAIL	JANITORIAL			77.85	788036977	21816		
2 101E351 726030	JAIL	KITCHEN			1.19				
3 101E351 930700	JAIL	ROOM BOARD			50.09				
1530 GORDON FOOD SERVICES	0000035100681	INV	11/30/2006						
1 101E351 930700	JAIL	ROOM BOARD			659.57	788037336	21814		
1530 GORDON FOOD SERVICES	0000035100677	INV	11/30/2006						
1 101E351 726025	JAIL	JANITORIAL			81.26	788038119	21813		
2 101E351 726030	JAIL	KITCHEN			18.98				
3 101E351 930700	JAIL	ROOM BOARD			331.69				
1530 GORDON FOOD SERVICES	0000043000531	INV	11/30/2006						
1 212E430 726025	ANM CTRL	JANITORIAL			27.55	788039678	21785		
		CHECK TOTAL			27.55				
					6,043.21				
1785 GRACE CENTER	292E662 801030	CHILD CARE	12/13/2006	TECHNICAL					
1 292E662 801030					375.69	12-4-06	22040		
		CHECK TOTAL			375.69				
4265 BETTY HALLIDAY	101E131 930930	CIRCT CT	12/19/2006	JURY SVCS					
1 101E131 930930					7.50	JURY-FEE	21992		
		CHECK TOTAL			7.50				
					7.50				
1890 THOMAS M. HASKEL	101E133 940010	JATBG UNSHARED	11/30/2006	OUTSIDE					
1 101E133 940010					143.20	TRNG	21696		
		CHECK TOTAL			143.20				
					143.20				
4266 MICHELLE HAVILAND	101E131 930930	CIRCT CT	12/19/2006	JURY SVCS					
1 101E131 930930					7.50	JURY-FEE	21993		
		CHECK TOTAL			7.50				
					7.50				
4267 BRANDI HILLMAN	101E131 930930	CIRCT CT	12/19/2006	JURY SVCS					
1 101E131 930930					7.50	JURY-FEE	21994		
		CHECK TOTAL			7.50				
					7.50				

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PG 12  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1135 HOEKSTRA TRANSPORTATION I	0000069901163	INV	11/30/2006			167.90	C10047447	21681	
1 588E699 726050	OPERATIONS	MAINT SUPP							
1135 HOEKSTRA TRANSPORTATION I	0000069901175	INV	11/30/2006			542.50	C10047803	21792	
1 588E699 726050	OPERATIONS	MAINT SUPP				710.40			
	CHECK TOTAL								
3081 HOLY CROSS CHILDRENS SERV	00000	INV	12/13/2006			4,998.30	i-06114	22038	
1 292E662 930810	CHILD CARE	OTHR INST							
	CHECK TOTAL					4,998.30			
1145 IMAGE FACTORY INC	0000030100506	INV	11/30/2006			125.00	12086	21686	
1 101E301 726000	SHERIFF	SUPPLIES				125.00			
	CHECK TOTAL					125.00			
2065 IMPREST CASH OTSEGO COUNT	00000	INV	12/04/2006			18.94	SUPPLIES-	21753	
1 101E215 930150	CLERK/ROD	SVC CHGS				.39			
2 101E145 930450	JURY	SHIP/MAIL				5.08			
3 101E215 726000	CLERK/ROD	SUPPLIES							
	CHECK TOTAL					24.41			
						24.41	0741	21685	
2562 IMPREST CASH, OTSEGO COUN	0000069901170	INV	11/30/2006			19.84			
1 588E699 726025	OPERATIONS	JANITORIAL							
	CHECK TOTAL					19.84			
2282 IMPREST CASH, OTSEGO COUN	0000030100517	INV	11/30/2006			6.66	NOV-06	21958	
1 101E301 726000	SHERIFF	SUPPLIES				35.94			
2 101E301 726050	SHERIFF	MAINT SUPP				48.00			
3 101E301 930500	SHERIFF	TRAVEL				3.70			
4 101E351 930150	JAIL	SVC CHGS							
	CHECK TOTAL					94.30			
						94.30	NOV-06	21664	
2485 IMPREST CASH, OTSEGO COUN	0000053700143	INV	11/30/2006			315.66			
1 281E537 726000	AIRPORT	SUPPLIES							
	CHECK TOTAL					315.66			
1148 INSTITUTE OF CONTINUING L	0000026700272	INV	11/30/2006			72.50	502711	22074	
1 101E267 726200	PROSECUTOR	BOOKS							
	CHECK TOTAL					72.50			
						72.50			

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PG 13  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
4246 INTERIOR DESIGN OPTIONS	0000053700158	INV	11/30/2006						
1 481E901 970300	CAP OUTLAY	PROP-IMPRV							
						5,397.50	1550	22088	
						CHECK TOTAL			
						5,397.50			
						5,397.50			
1152 JIMS ALPINE AUTOMOTIVE	0000069901176	INV	11/30/2006						
1 588E699 726050	OPERATIONS	MAINT SUPP							
						7.93	436203	21808	
						CHECK TOTAL			
						7.93			
1152 JIMS ALPINE AUTOMOTIVE	0000069901190	INV	11/30/2006						
1 588E699 726050	OPERATIONS	MAINT SUPP							
						186.95	438010	22070	
						194.88			
						CHECK TOTAL			
						186.95			
						194.88			
1154 JOHNSON OIL COMPANY	0000069901191	INV	11/30/2006						
1 588E699 930660	OPERATIONS	GAS							
						10,630.65	747100261106	22059	
						CHECK TOTAL			
						10,630.65			
						10,630.65			
4253 ROBIN JONES	000026700278	INV	11/30/2006						
1 101E267 930450	PROSECUTOR	SHIP/MAIL							
						13.50	0619203	22080	
						CHECK TOTAL			
						13.50			
						13.50			
3426 SHARON D. JONES	00000	INV	12/19/2006						
1 101E131 801023	CIRCT CT	APP ATTY							
						1,072.19	05-3209-FH	22005	
						CHECK TOTAL			
						1,072.19			
						1,072.19			
3256 KAM'S TOWING	0000030100511	INV	11/30/2006						
1 101E301 920400	SHERIFF	MAINT SVC							
						96.40	7191	21822	
						CHECK TOTAL			
						96.40			
						96.40			
4279 KENQUEST HOUSE	00000	INV	12/13/2006						
1 292E662 930830	CHILD CARE	CARE GIVER							
						287.36	10-19-06	22035	
						CHECK TOTAL			
						287.36			
						287.36			
1415 WILLIAM KERR	0000025700089	INV	11/30/2006						
1 618E447 704400	MAP	TRAINING							
						393.28	REIMBURSE11	21844	
						CHECK TOTAL			
						393.28			
						393.28			
4268 MARJORIE KUNISCH	00000	INV	12/19/2006						
1 101E131 930930	CIRCT CT	JURY SVCS							
						7.50	JURY-FEE	21995	
						CHECK TOTAL			
						7.50			
						7.50			

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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1159 KUSTOM SIGNALS INC	000030100513	INV	11/30/2006						
1 101E301 726050	SHERIFF	MAINT SUPP			74.22	291776	21954		
2 101E301 920400	SHERIFF	MAINT SVC			247.50				
1159 KUSTOM SIGNALS INC	00000	INV	11/30/2006						
1 266E901 970420	CAP OUTLAY	PROP-VEHC			667.00	295542	21829		
					988.72				
					321.72				
					CHECK TOTAL				
3620 LATITUDE SUBROGATION SERV	00000	INV	12/07/2006						
1 0701L 271000	GEN AGENCY	RESTITUT			22.25	68435	21868		
					CHECK TOTAL				
2809 LIVINGSTON TOWNSHIP TREAS	00000	INV	11/30/2006						
1 0701L 274006	GEN AGENCY	UND FOREST			32.06	2005-COM-FOR	21702		
					CHECK TOTAL				
4222 LOSHAW BROTHERS CRANE SER	0000053700149	INV	11/30/2006						
1 481E901 970300	CAP OUTLAY	PROP-IMPRV			200.00	10617	21791		
					CHECK TOTAL				
2195 JOYCE LOSHAW	00000	INV	12/19/2006						
1 101E131 920400	CIRCT CT	MAINT SVC			141.50	1442064	21975		
					CHECK TOTAL				
1384 MAXIMUM SECURITY	00000	INV	12/19/2006						
1 101E131 920400	CIRCT CT	MAINT SVC			350.00	1133718	21977		
					CHECK TOTAL				
1384 MAXIMUM SECURITY	00000	INV	12/19/2006						
1 101E131 920400	CIRCT CT	MAINT SVC			140.00	1133719	21976		
					CHECK TOTAL				
1496 MAXIMUS INC	0000026700274	INV	11/30/2006						
1 101E267 920410	PROSECUTOR	SVC CNTRCT			1,000.00	1037789	22076		
					CHECK TOTAL				
2877 MAXONS	0000069901186	INV	11/30/2006						
1 588E699 940010	OPERATIONS	OUTSIDE			200.00	296636	21795		
					CHECK TOTAL				
2877 MAXONS	0000069901201	INV	11/30/2006						
1 588E699 940010	OPERATIONS	OUTSIDE			200.00	296640	22069		
					CHECK TOTAL				
					150.00				

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PG 15  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
4073 JOSEPH MESSENGER	1 101E648 801020	00000	MED EXAM	INV	11/30/2006	75.00	GROH	21730	
4073 JOSEPH MESSENGER	1 101E648 801020	00000	MED EXAM	INV	11/30/2006	300.00	NOV-06	21693	
						375.00			
						CHECK TOTAL			350.00
1393 METROPOLITAN UNIFORM	1 212E430 726046	0000043000528	ANM CTRL	UNIFORM	11/30/2006	193.98	241692	21784	
1393 METROPOLITAN UNIFORM	1 212E430 726046	0000043000536	ANM CTRL	UNIFORM	11/30/2006	29.99	241998	21963	
1393 METROPOLITAN UNIFORM	1 101E301 726046	0000030100515	SHERIFF	UNIFORM	11/30/2006	88.00	770736	21956	
	2 101E351 726046		JAIL	UNIFORM		12.00			
						CHECK TOTAL			100.00
									323.97
3780 MI DEPT OF LABOR & ECONOM	1 249E371 801020	0000037100301	BUILDING	PROFESSNL	11/30/2006	75.00	RENEWALWEST	21797	
						CHECK TOTAL			75.00
4237 MICHIGAN ASSOCIATION OF C	1 101E253 930600	00000	TREASURER	MEMB/DUES	11/30/2006	150.00	M.A.C.T.-DUE	21731	
						CHECK TOTAL			150.00
2773 MICHIGAN DEPT. OF LABOR &	1 249E371 930600	0000037100307	BUILDING	MEMB/DUES	11/30/2006	75.00	BOILER12	21942	
						CHECK TOTAL			75.00
1200 MICHIGAN STATE UNIVERSITY	1 101E261 801030	00000	COOP EXT	TECHNICAL	11/30/2006	15,201.00	469-PRYKUCKI	21876	
						CHECK TOTAL			15,201.00
1202 MID NORTH PRINTING INC	1 101E257 726000	0000025700092	EQ	SUPPLIES	11/30/2006	24.00	76355	21951	
1202 MID NORTH PRINTING INC	1 101E301 726000	0000030100510	SHERIFF	SUPPLIES	11/30/2006	129.90	76464	21820	
						CHECK TOTAL			129.90

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PG 16  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1202 MID NORTH PRINTING INC	1 101E267 930983		0000026700273	INV	11/30/2006	663.80	76502	22075	
			PROSECUTOR	VCTM RIGHT					
1202 MID NORTH PRINTING INC	1 588E699 726000		0000069901192	INV	11/30/2006	89.30	76531	22060	
			OPERATIONS	SUPPLIES					
			CHECK TOTAL			907.00			
1203 MID STATES BOLT & SCREW C	1 588E699 726050		0000069901164	INV	11/30/2006	80.00	916523-004	21676	
			OPERATIONS	MAINT SUPP					
1203 MID STATES BOLT & SCREW C	1 588E699 726050		0000069901177	INV	11/30/2006	24.22	919071-0004	21804	
			OPERATIONS	MAINT SUPP					
			CHECK TOTAL			104.22			
3396 MID-STATE WELDING	1 637E265 920400		00000	INV	11/30/2006	50.00	1133	21827	
			BLDG GRNDS	MAINT SVC					
			CHECK TOTAL			50.00			
4269 ROBERT MOGLE	1 101E131 930930		00000	INV	12/19/2006	7.50	JURY-FEE	21996	
			CIRCT CT	JURY SVCS					
			CHECK TOTAL			7.50			
1729 MORNING STAR PUBLISHING C	1 588E699 930300		0000069901200	INV	11/30/2006	150.74	174602	22066	
			OPERATIONS	ADVERTISE					
			CHECK TOTAL			150.74			
4252 MOYER PLUMBING & HEATING	1 588E699 726025		0000069901202	INV	11/30/2006	152.90	138138	22055	
			OPERATIONS	JANITORIAL					
			CHECK TOTAL			152.90			
2937 MICHIGAN STATE HOUSING DE	1 233E690 940010		0000069000419	INV	11/30/2006	215.40	100460PIP	21787	
			HOUSING	OUTSIDE					
			CHECK TOTAL			215.40			
4241 BOB AND PAT NEFF	1 0701L 255000		0000043000542	INV	11/30/2006	25.00	REFUND	21970	
			GEN AGENCY	CUST DEP					
			CHECK TOTAL			25.00			
1215 CAROL NELSON SNYDER			00000	INV	11/30/2006		NOV-06	21692	

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CASH ACCOUNT: 0001A 001000 CASH WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1 101E648	801020	MED EXAM		PROFESSNL		300.00			
				CHECK TOTAL		300.00			
1218 NELSONS DRUG STORE		0000035100665	INV	11/30/2006			OCT-2006	21658	
1 101E351	801020	JAIL		PROFESSNL		4,791.58			
				CHECK TOTAL		4,791.58			
1217 NELSONS FUNERAL HOME		000000	INV	11/30/2006			COMBS	21691	
1 101E648	920530	MED EXAM		RENT-MRGE		250.00			
1217 NELSONS FUNERAL HOME		0000069000403	INV	11/30/2006			MARKERS-NOV	21666	
1 101E681	930960	VET BURIAL		VET BURIAL		560.00			
				CHECK TOTAL		810.00			
1749 NORTH COUNTRY COMMUNITY M		000000	INV	11/30/2006			2224	21825	
1 101E649	940010	MNPL HLTH		OUTSIDE		23,500.75			
				CHECK TOTAL		23,500.75			
2476 NORTHERN CREDIT BUREAU		0000069000423	INV	11/30/2006			20378-PRE029	21809	
1 233E690	930150	5CDBG HOUSING		SVC CHGS		5.00			
2476 NORTHERN CREDIT BUREAU		0000069000414	INV	11/30/2006			7295	21721	
1 233E690	930150	5CDBG HOUSING		SVC CHGS		28.80			
				CHECK TOTAL		28.80			
1531 NORTHERN MICHIGAN KENWORT		000000	INV	12/13/2006			1140	22048	
1 0701L	271148	GEN AGENCY		RESTITUT		65.00			
				CHECK TOTAL		65.00			
1227 NORTHWEST MICHIGAN COMMUN		0000035100670	INV	11/30/2006			092006	21652	
1 101E351	930470	JAIL		INMT HEALT		124.00			
1227 NORTHWEST MICHIGAN COMMUN		0000035100667	INV	11/30/2006			092606	21649	
1 101E351	930470	JAIL		INMT HEALT		239.00			
1227 NORTHWEST MICHIGAN COMMUN		0000035100675	INV	11/30/2006			092606-DURRA	21657	
1 101E351	930470	JAIL		INMT HEALT		233.00			
1227 NORTHWEST MICHIGAN COMMUN		0000035100672	INV	11/30/2006			100306	21654	
1 101E351	930470	JAIL		INMT HEALT		31.00			
				CHECK TOTAL		31.00			

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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1227 NORTHWEST MICHIGAN COMMUN	0000035100673	JAIL	INV	INMT HEALT	11/30/2006	155.00	100306-wells	21655	
1 101E351	930470								
1227 NORTHWEST MICHIGAN COMMUN	0000035100674	JAIL	INV	INMT HEALT	11/30/2006	87.00	100406	21656	
1 101E351	930470								
1227 NORTHWEST MICHIGAN COMMUN	0000035100671	JAIL	INV	INMT HEALT	11/30/2006	104.00	101106	21653	
1 101E351	930470								
1227 NORTHWEST MICHIGAN COMMUN	0000035100668	JAIL	INV	INMT HEALT	11/30/2006	459.00	101806	21650	
1 101E351	930470								
1227 NORTHWEST MICHIGAN COMMUN	0000035100669	JAIL	INV	INMT HEALT	11/30/2006	228.00	102606	21651	
1 101E351	930470								
1227 NORTHWEST MICHIGAN COMMUN	0000035100666	JAIL	INV	MEDICAL	11/30/2006	211.00	110806	21648	
1 101E351	726035								
1227 NORTHWEST MICHIGAN COMMUN	00000	SUB ABUSE	INV	OUTSIDE	11/30/2006	9,714.35	1983	21725	
1 101E631	940010								
CHECK TOTAL						9,714.35			
4240 NORTHWOODS BUILDERS	0000037100302	P/S CHG/SV	INV	BLDG PRMTS	11/30/2006	583.00	REFUND	21800	
1 2490260	451010								
CHECK TOTAL						583.00			
1367 OFFICE DEPOT INC	0000025300036	TREASURER	INV	SUPPLIES	11/30/2006	49.99	361343219-1	21688	
1 101E253	726000								
1367 OFFICE DEPOT INC	0000017200073	BOC	INV	SUPPLIES	11/30/2006	20.92	361744708	21669	
1 101E101	726000								
1367 OFFICE DEPOT INC	0000069000393	4HOME HOUSING	INV	SUPPLIES	11/30/2006	62.95	361745234	21674	
1 233E690	726000								
1367 OFFICE DEPOT INC	0000017200075	BOC	INV	SUPPLIES	11/30/2006	56.39	361839715	21670	
1 101E101	726000								
1367 OFFICE DEPOT INC	0000069000399	4HOME HOUSING	INV	SUPPLIES	11/30/2006	66.18	362730444	21673	
1 233E690	726000								
1367 OFFICE DEPOT INC	0000017200076	BOC	INV	SUPPLIES	11/30/2006	18.99	362799117	21671	
1 101E101	726000								
CHECK TOTAL						18.99			
CHECK TOTAL						275.42			





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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
2323 QUIZNOS OF GAYLORD 1 0701L 271000	00000 GEN AGENCY			INV RESTITUT	12/07/2006	346.53	68707-68647	21867	
CHECK TOTAL						983.76			
1912 QWEST 1 637E265 930210	00000 BLDG GRNDS			INV TELEPHONE	11/30/2006	236.23	797113450	22024	
CHECK TOTAL						346.53			
1260 RAINBOW PLAQUE CO 1 101E101 726000	0000017200074 BOC			INV SUPPLIES	11/30/2006	236.23	COLOR-LOGO	21672	
CHECK TOTAL						79.75			
1554 REDWOOD TOXICOLOGY LABORA 1 292E662 930999	00000 CHILD CARE			INV OTH SVCS	12/13/2006	199.00	012259200611	22036	
CHECK TOTAL						199.00			
4270 ROBERT RENKIEWICZ 1 101E131 930930	00000 CIRCT CT			INV JURY SVCS	12/19/2006	7.50	JURY-FEE	21997	
CHECK TOTAL						7.50			
1265 RONS WRECKER 1 588E699 940010	0000069901178 OPERATIONS			INV OUTSIDE	11/30/2006	105.50	95994	21806	
CHECK TOTAL						105.50			
1867 ROSCOMMON COUNTY 1 292E662 930810	00000 CHILD CARE			INV OTHR INST	12/13/2006	158.00	838	22037	
CHECK TOTAL						158.00			
4271 CHRISTINE ROSS 1 101E131 930930	00000 CIRCT CT			INV JURY SVCS	12/19/2006	7.50	JURY-FEE	21998	
CHECK TOTAL						7.50			
1818 FRED & SHIRLEY ROSS 1 0701L 271000	00000 GEN AGENCY			INV RESTITUT	12/07/2006	237.00	R-68797	22051	
CHECK TOTAL						237.00			

OTSEGO COUNTY  
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
2993 GREG & KIMBERLY ROSS	1 0701L 271000	00000	GEN AGENCY	INV	12/07/2006	30.00	R-68798	22054	
				RESTITUT		30.00			
						CHECK TOTAL			
1275 SCIENTIFIC BRAKE & EQUIPM	1 588E699 726050	0000069901179	OPERATIONS	MAINT SUPP	11/30/2006	89.95	2263350055	21807	
1275 SCIENTIFIC BRAKE & EQUIPM	1 588E699 726050	0000069901194	OPERATIONS	MAINT SUPP	11/30/2006	95.51	2263380043	22061	
1275 SCIENTIFIC BRAKE & EQUIPM	1 588E699 726050	0000069901195	OPERATIONS	MAINT SUPP	11/30/2006	788.90	2263410044	22068	
1275 SCIENTIFIC BRAKE & EQUIPM	1 637E265 920400	00000	BLDG GRNDS	MAINT SVC	11/30/2006	313.48	2263420020	21872	
						313.48			
						CHECK TOTAL	1,287.84		
4272 GEORGE SHOFF	1 101E131 930930	00000	CIRCT CT	INV	12/19/2006	7.50	JURY-FEE	21999	
				JURY SVCS		7.50			
						CHECK TOTAL			
3152 SIMMONS & SON BUILDERS	1 2490260 451010	0000037100300	P/S CHG/SV	BLDG PRMTS	11/30/2006	46.00	060535	21799	
						46.00			
						CHECK TOTAL			
4273 BARBARA SNIDER	1 101E131 930930	00000	CIRCT CT	INV	12/19/2006	7.50	JURY-FEE	22000	
				JURY SVCS		7.50			
						CHECK TOTAL			
4238 BRIAN SOPER	1 233E690 940010	0000059000422	SCDBG HOUSING	OUTSIDE	11/30/2006	807.00	100460	21786	
						807.00			
						CHECK TOTAL			
3063 SPARTAN STORES LLC	1 101E351 930700	0000035100682	JAIL	ROOM BOARD	11/30/2006	715.57	10-19-11-14-	21819	
3063 SPARTAN STORES LLC	1 101E351 930700	0000035100687	JAIL	ROOM BOARD	11/30/2006	150.44	126894	21949	
3063 SPARTAN STORES LLC	1 101E351 930700	0000035100650	JAIL	ROOM BOARD	11/30/2006	471.59	SEPT-OCT-06	21812	
						471.59			

OTSEGO COUNTY  
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
4257 SPEEDWAY SUPERAMERICA LLC	00000			INV	11/30/2006				
1 281E537	930660	AIRPORT		GAS		40.58	NOV-06	21980	
2 212E430	930660	ANM CTRL		GAS		99.68			
3 249E371	930660	BUILDING		GAS		212.88			
4 101E301	930660	SHERIFF		GAS		1,147.77			
5 293E689	930660	SOLDIERS		GAS		47.33			
6 210E651	700000	AMBULANCE		CU EXPENSE		869.12			
				CHECK TOTAL		1,337.60			
3465 SPICY BOB'S ITALIAN EXPRE	0000035100683	JAIL		ROOM BOARD	11/30/2006				
1 101E351	930700					868.40	10-22-11-050	21817	
3465 SPICY BOB'S ITALIAN EXPRE	0000035100651	JAIL		ROOM BOARD	11/30/2006				
1 101E351	930700					1,856.00	SEPT-OCT-06	21811	
				CHECK TOTAL		1,856.00			
3006 SAULT STE MARIE TRIBE - C	00000	CHILD CARE		OTHER INST	12/13/2006				
1 292E662	930810					1,560.00	11-30-06	22043	
				CHECK TOTAL		1,560.00			
1998 STATE ASSESSORS BOARD	0000025700086	EQ		MEMB/DUES	11/30/2006				
1 101E257	930600					200.00	SANDY-MARK	21789	
				CHECK TOTAL		200.00			
1874 STATE ELECTRONICS	0000042700260	EMGR SVCS		MAINT SUPP	11/30/2006				
1 261E427	726050					364.70	98-100432	21871	
1874 STATE ELECTRONICS	0000030100516	SHERIFF		MAINT SUPP	11/30/2006				
1 101E301	726050					7.50	98215	21957	
2 101E301	920400	SHERIFF		MAINT SVC		267.50			
				CHECK TOTAL		364.70			
3132 STATE OF MICHIGAN	0000042700259	EMGR SVCS		SVC CNTRCT	11/30/2006				
1 261E427	920410					9,393.33	551253062	21661	
				CHECK TOTAL		9,393.33			
1838 STEVEN R SELLA DPM, FACFA	0000035100678	JAIL		INMT HEALT	11/30/2006				
1 101E351	930470					340.00	12-15	21936	
				CHECK TOTAL		340.00			

OTSEGO COUNTY  
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
						CHECK TOTAL			
4251 RUSSELL SUITER III	1 1010302 626060	0000030100518	CIVIL	SRV PAPERS	11/30/2006	50.00	REIMBURSE	21947	
						CHECK TOTAL			
1307 TARGET INFORMATION MANAGE	1 101E131 726000	00000	CIRCT CT	INV 12/19/2006		102.63	243744	22018	
				SUPPLIES		102.63			
						CHECK TOTAL			
1778 TEAM FINANCIAL GROUP, INC	1 232E690 920410	00000690000418	HOUSING	SVC CNTRCT	11/30/2006	133.00	505286-NOV	21788	
						CHECK TOTAL			
1347 TELEPHONE SUPPORT SYSTEMS	1 101E257 726000	0000025700094	EQ	SUPPLIES	11/30/2006	488.95	33956	21950	
1347 TELEPHONE SUPPORT SYSTEMS	1 101E131 920400	00000	CIRCT CT	INV 12/19/2006		22.25	35202	21978	
				MAINT SVC		22.25			
						CHECK TOTAL			
1963 THERIAULT, REGINA	1 101E131 930210	00000	CIRCT CT	INV 12/19/2006		23.00	11-30-06	22011	
				TELEPHONE		23.00			
						CHECK TOTAL			
4274 J.A. THOMPSON II	1 101E131 930930	00000	CIRCT CT	INV 12/19/2006		7.50	JURY-FEE	22001	
				JURY SVCS		7.50			
						CHECK TOTAL			
1312 TOPCOMP COMPUTER SOFTWARE	1 618E447 920410	0000025700093	MAP	SVC CNTRCT	11/30/2006	1,379.75	200689	21952	
						CHECK TOTAL			
1683 TRACTOR SUPPLY CO-DEPT 30	1 588E699 726025	0000069901167	OPERATIONS	JANITORIAL	11/30/2006	16.98	2208504527	21679	
	2 588E699 726050	OPERATIONS	MAINT SUPP			31.19			
						CHECK TOTAL			
1683 TRACTOR SUPPLY CO-DEPT 30	1 588E699 726025	0000069901172	OPERATIONS	JANITORIAL	11/30/2006	48.17	2713565567	21684	
						68.95			
						CHECK TOTAL			

OTSEGO COUNTY  
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
						CHECK TOTAL			
1318 TRIPLE M TIRE INC	1 645E172 920400	00000	ADMIN	INV MAINT SVC	11/30/2006	407.80	2-76414	21689	
						CHECK TOTAL			
1529 UNIVERSITY CENTER AT GAYL	1 595E351 726000	0000035100663	JAIL COMM	INV SUPPLIES	11/30/2006	100.00	GED	21660	
						CHECK TOTAL			
1529 UNIVERSITY CENTER AT GAYL	1 595E351 726000	00000	JAIL COMM	INV SUPPLIES	11/30/2006	75.00	125-1	22027	
						CHECK TOTAL			
1529 UNIVERSITY CENTER AT GAYL	1 261E427 704400	00000	EMGR SVCS	INV TRAINING	11/30/2006	205.85	2631A	22028	
						CHECK TOTAL			
2454 UP RENTAL	1 0701L 271148	00000	GEN AGENCY	INV RESTITUT	12/13/2006	10.00	1139	22046	
2454 UP RENTAL	1 0701L 271148	00000	GEN AGENCY	INV RESTITUT	12/13/2006	235.00	1140	22047	
						CHECK TOTAL			
1122 VERIZON NORTH	1 637E265 930210	00000	BLDG GRNDS	INV TELEPHONE	11/30/2006	89.13	0401301106	22013	
1122 VERIZON NORTH	1 637E265 930210	00000	BLDG GRNDS	INV TELEPHONE	11/30/2006	990.92	0411151106	22014	
1122 VERIZON NORTH	1 101E267 920410	000026700271	PROSECUTOR	INV SVC CNTRCT	11/30/2006	37.90	200502021106	22073	
1122 VERIZON NORTH	1 637E265 930210	00000	BLDG GRNDS	INV TELEPHONE	11/30/2006	210.00	9403011106	21969	
						CHECK TOTAL			
2406 VILLAGE MARKET	1 0701L 271000	00000	GEN AGENCY	INV RESTITUT	12/07/2006	19.50	68425-686961	21862	
						CHECK TOTAL			

12/14/2006  
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OTSEGO COUNTY  
DETAIL INVOICE LIST

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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
						CHECK TOTAL			
1331 WADE TRIM INC	1 637E265 920400	00000	BLDG GRNDS	INV MAINT SVC	11/30/2006	209.50	32602	21698	
						CHECK TOTAL			
1332 WAGAR MOTOR SALES INC	1 588E699 726050	0000069901196	OPERATIONS	INV MAINT SUPP	11/30/2006	63.90	43146	22058	
						CHECK TOTAL			
4275 CYNTHIA WAGNER	1 101E131 930930	00000	CIRCT CT	INV JURY SVCS	12/19/2006	7.50	JURY-FEE	22002	
						CHECK TOTAL			
2529 WAL MART	1 101E267 726000	0000026700277	PROSECUTOR	INV SUPPLIES	11/30/2006	87.74	PROS-1106	22079	
	2 101E267 726000		CVR	PROSECUTOR SUPPLIES		39.88			
						CHECK TOTAL			
4255 SUE WALKER	1 101E267 726000	0000026700280	PROSECUTOR	INV SUPPLIES	11/30/2006	44.00	MILEAGE	22081	
						CHECK TOTAL			
1335 LAW OFFICES OF BENNETT &	1 0701L 271000	00001	GEN AGENCY	INV RESTITUT	12/07/2006	34.87	R-68650	21866	
						CHECK TOTAL			
4278 WALTER CURTIS CO., LLC	1 101E131 726000	00000	CIRCT CT	INV SUPPLIES	12/19/2006	48.50	39812	22006	
						CHECK TOTAL			
1381 WASH N GO MANAGEMENT INC	1 101E301 920410	0000030100514	SHERIFF	INV SVC CNTRCT	11/30/2006	95.00	NOV-06	21955	
						CHECK TOTAL			
1413 WASTE MANAGEMENT	1 212E430 920200	0000043000538	ANM CTRL	INV H2O/SEWAGE	11/30/2006	72.82	039166218386	21965	
						CHECK TOTAL			

OTSEGO COUNTY  
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2006-51 12/14/2006

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1869 WEST PAYMENT CENTER 1 101E267 920410	000026700275 INV			PROSECUTOR SVC CNTRCT	11/30/2006	410.82	812454067	22077	
				CHECK TOTAL		410.82			
1339 WILBER AUTOMOTIVE SUPPLY 1 588E699 726050	000069901181 INV			OPERATIONS MAINT SUPP	11/30/2006	73.99	648301	21796	
				CHECK TOTAL		73.99			
1330 WMJZ 1 588E699 930300	000069901180 INV			OPERATIONS ADVERTISE	11/30/2006	180.00	06110868	21805	
				CHECK TOTAL		180.00			
1914 XEROX CORPORATION 1 101E267 726000 CVR	000026700276 INV			PROSECUTOR SUPPLIES	11/30/2006	257.00	021545477	22078	
				CHECK TOTAL		257.00			
1509 YOUNG GRAHAM & ELSENHEIME 1 260E130 801025	00000 TRIAL CT			PROFSLVCS	11/30/2006	2,007.80	9734	21695	
				CHECK TOTAL		2,007.80			
4276 DENNIS YOUNGS 1 101E131 930930	00000 CIRCT CT			JURY SVCS	12/19/2006	7.50	JURY-FEE	22003	
				CHECK TOTAL		7.50			

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279 INVOICES  
=====  
WARRANT TOTAL 240,342.86  
CASH ACCOUNT BALANCE 4,801,488.28  
=====



## 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?

OTSEGO COUNTY PARKS & RECREATION

Please print or type.

Name Pete Awrey

Address 320 E. 1st Gaylaw Zip Code 49735

Telephone: Home 989 - 705-8274 Other \_\_\_\_\_

Date available for appointment 12-31-06 - 12-31-09 County Commission District \_\_\_\_\_

Are you a registered voter in Otsego County?  Yes  No

If yes, which township, city or village?

City

Please complete the following. You may use the 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.

Eagle 1825 Trustee  
SECRETARY PARKS & REC BOARD

**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.

BEEN PART OF COMMUNITY SINCE 1972  
OWNED BUSINESSES, WORKED FOR COUNTY

Have you ever worked for Otsego County?

Yes       No

If yes, please list dates and names of departments.

TRANSIT COORDINATOR 1984 TO 1995

**Personal**

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

If yes, please indicate potential conflicts.

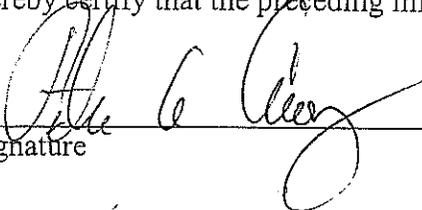
Are you aware of the time commitment necessary to serve on the committee, board and/or commission to which you seek appointment, and will you have such time?

Yes                       No

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

BEEN ON THE COMMITTEE FOR AWHILE GET ALONG WELL WITH EVERYONE  
I ENJOY BEING ON THE COMMITTEE

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

  
\_\_\_\_\_  
Signature

12.11.06  
\_\_\_\_\_  
Date

*Mail or return your completed application to:*

**Otsego County  
Attn: County Administrator  
225 West Main Street  
Gaylord, MI 49735**

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



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?

OTSEGO COUNTY PARKS & RECREATION

Please print or type.

Name: Dave Baragrey

Address: 974 Herpes RD Zip Code 49735

Telephone: 989-732-3622 Other: \_\_\_\_\_

Date available for appointment 12-31-06 - 12-31-09

County Commission District Livingston Twp.

Are you a registered voter in Otsego County?  Yes  No

If yes, which township, city or village? Livingston

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.

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None

**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.

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None

Have you ever worked for Otsego County?       Yes       No  
If yes, please list dates and name(s) of departments.

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**Personal**

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

If yes, please indicate potential conflicts.

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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.

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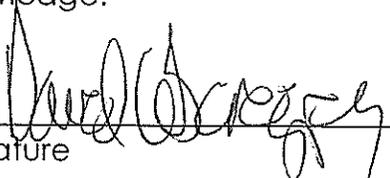
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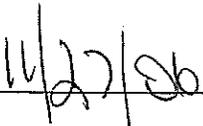
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I hereby certify that the preceding information is correct and to the best of my knowledge.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
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.

**AGREEMENT FOR SERVICES AT GAYLORD REGIONAL AIRPORT**

PARTIES:

COUNTY: County of Otsego, a Michigan municipal corporation  
Gaylord Regional Airport  
1100 Aero Drive  
Gaylord, Michigan 49735

AARF: Gaylord ARFF, Inc., a Michigan corporation  
P.O. Box 467  
Pellston, Michigan 49769.

**Recitals**

The County is the owner of certain property located in Otsego County, Michigan, that is commonly referred to as the Gaylord Regional Airport of Otsego County ( the "Airport"); and

The County operates the Airport at said location; and

The County wishes to contract for services at the Airport to include certain cleaning services, snow plowing/removal, grounds/equipment maintenance, and UNICOM services; and

ARFF represents that it is qualified and willing to provide these services.

THEREFORE, the parties agree as follows:

1. **PARTIES.** The County and ARFF are the appropriate parties to this Agreement.

2. **TERM.** Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on January 1, 2007, and continue for a period of three years. The contract is renewable for successive additional terms of five years each, at ARFF's option. No notice of renewal shall be required. Either party may, at any time, and without cause, terminate this contract on 120 days' written notice.

3. **COMPENSATION; PAYMENT.** The County shall pay to ARFF for its services under this Agreement the annual sum of \$186,700.00 in four (4) equal installments of \$46,675.00 each on or before January 1, April 1, July 1, and October 1 of each year of this Agreement.

In addition, ARFF shall be entitled to a fee in the amount of 50% of the after-hours call-in fee (as established by the Airport Manager) for any call-in for fueling services outside of ARFF's normal hours of operation as set forth in this Agreement.

Revised 12/08/2006

rlb

4. SERVICES TO BE PROVIDED BY ARFF. In consideration of the compensation to be paid by the County, as well as the covenants and conditions contained in this Agreement, ARFF shall perform the following services on Saturdays and Sundays from 8:a.m. to 8:00 p.m., Mondays 5:30 a.m. to 8:00 p.m., Tuesdays through Fridays 7:00 a.m. to 8:00 p.m., but not on Thanksgiving, Christmas, and New Years:

A. Cleaning of Aero-Center Building. ARFF shall maintain the cleanliness of the Aero-Center Building on a daily basis under a maintenance schedule established by the Airport Manager, including, but not limited to:

(1) The Administrative Offices, Charter Office, Baggage Room, Pilot's Day Room, Flight Planning-Weather Briefing Room, FBO Offices, waiting lounge area, hallways, and other areas within the facility shall be serviced as follows:

- (a) Furnishings shall be dusted and wiped down as needed.
- (b) Window sills, ledges and baseboards shall be dusted and wiped down as needed.
- (c) Walls shall be wiped down as needed.
- (d) Light fixtures shall be dusted and bulbs replaced as needed.
- (e) Floors shall be swept and mopped as needed.
- (f) Trash/disposal receptacles shall be emptied and liners changed, and trash shall be removed to a specified area.
- (g) Entrance glass doors shall be cleaned as needed.
- (h) Drinking fountains shall be cleaned, disinfected and sanitized.
- (i) Carpets shall be vacuumed. In addition, the carpets shall be spot cleaned as needed, and cleaned overall at a minimum of twice per year (once each in the spring and fall.)
- (j) Windows (and other glass) shall be washed as needed.
- (k) The outside entrance area, including curb area, shall be swept.
- (l) Outside entrance lights shall be kept clean of insects and webs.
- (m) Public and office telephones shall be cleaned and sanitized.
- (n) Aero-Center floors shall be stripped and waxed at least once per year.

(2) The lavatories shall be serviced as follows:

- (a) Sinks, bowls, urinals and fixtures shall be cleaned and sanitized.
- (b) Mirrors shall be cleaned.

- (c) Partitions shall be cleaned as needed.
- (d) Walls shall be washed as needed.
- (e) Floors shall be swept and washed.
- (f) Trash/disposal receptacles shall be emptied and liners changed, and trash shall be removed to a specified area.
- (g) Hand soap and tissue/paper dispensers shall be filled.
- (h) Light bulbs shall be replaced as needed.

(3) The supply closet and boiler room shall be maintained in a clean, neat and orderly condition.

(4) Entryways shall be kept clean and free of litter and debris. This includes the east, west, north and south doors and all areas within twenty (20) feet of these entryways.

B. **Snow and Ice Removal.** ARFF shall remove snow and ice, on an as needed basis, from the entrances and exits of the Aero-Center Building and the building used for aircraft fire control and crash rescue services; from the east and west entryways, sidewalks and porticos of the Airport Main Terminal Building; and from runways, taxiways, driveways, and parking lots at the Airport. In addition, ARFF shall spread sand, or the like, where/when necessary, and shall test the runways and taxiways for braking conditions.

C. **Maintenance of Landscaped Areas.** ARFF shall, on an as-needed basis, mow and rake all lawn areas and generally maintain all landscaped areas, including the removal and disposal of debris.

D. **Aircraft Fueling and Certain Other Services.** ARFF shall perform the following services:

- (1) Servicing of aircraft with fuels, lubricants and consumables.
- (2) Maintenance of Airport fuel supplies; handling of payments to the County. for fuel, oil, landing fees and other such services.
- (3) Inspection and maintenance of field, runways, taxiways, and lighting. including replacement of light bulbs, transformers, and regulators.
- (4) Inspection and general and preventative maintenance on Airport equipment, machinery and systems.
- (5) Assistance to aircraft in parking using handheld radio(s); taking fuel orders from pilots; assistance in ferrying pilots and passengers to and from requested airport locations.
- (6) Other related services deemed necessary by the Airport Manager.

E. **UNICOM Services.** ARFF shall provide an adequate number of UNICOM staff at the Airport to perform as follows:

- (1) UNICOM staff shall communicate with all aircraft when requested:
  - (a) To provide local airport advisory information.
  - (b) To turn on/turn off runway lights.
  - (c) To provide additional information as requested.

(2) UNICOM staff shall prepare and maintain daily flight logs and provide the same to the Airport Manager on a monthly basis.

(3) UNICOM staff shall provide personal services and information for pilots and/or passengers that may include, without limitation, the following:

- (a) To arrange transportation.
- (b) To arrange motel/hotel accommodations
- (c) To arrange for fueling and ground support of aircraft.

(4) In the event that an aircraft pilot, crew member and/or passenger becomes ill or injured in flight, ARFF shall, if requested, arrange for an ambulance crew, inform the hospital of the problem or dispatch whatever agency may be required.

(5) ARFF shall answer FBO telephone and respond appropriately.

(6) ARFF and the Airport Manager may also jointly designate additional services to be provided under this Agreement.

5. COUNTY'S DUTIES. The County shall provide all equipment, repair parts, and fuel and supplies (gas, oil, and diesel fuel) necessary to complete required duties. Major repairs cost will be the responsibility of the County. ARFF will provide ground communication between employees (portable radios), and will provide work uniforms for its ground personnel.

6. APPEARANCE AND CONDUCT OF EMPLOYEES.

A. ARFF shall require that its employees dress in uniforms identifying them as ARFF employees at all times while rendering services under this Agreement.

B. ARFF shall require that its employees be neat, clean and courteous at all times while rendering services under this Agreement, and shall not permit its employees to conduct its business in a loud, noisy, boisterous, offensive or objectionable manner at any time.

C. ARFF shall strictly prohibit its employees from rendering services under this agreement while consuming alcoholic beverages or using controlled substances, except as prescribed by a physician, or while under the influence of alcoholic beverages or controlled substances.

7. INDEMNIFICATION. ARFF shall indemnify, defend and hold harmless the County its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services by ARFF under this Agreement or that may be sustained in or upon the Airport premises from any actions or omissions of ARFF. Such indemnification shall survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities granted by law.

8. INSURANCE. ARFF shall, at its sole expense, obtain and maintain in full force and effect at all times during the term of this Agreement, the following insurance coverages, in a form acceptable to the County, with responsible insurance companies licensed

and admitted to do business in the State of Michigan. AARF shall provide the County with proof of insurance.

A. **Commercial General Liability Insurance.** Commercial general liability insurance with limits of liability not less than \$2,000,000.00 per occurrence and \$4,000,000.00 in the aggregate for the protection of the County against all claims, liabilities, judgments, costs, damages, and expenses for bodily injury or death, personal injury and/or damage to property that may arise out of ARFF's negligent or wrongful conduct incident to or arising out of the services provided under this Agreement, or that may be sustained in or upon the Airport premises from any actions or omissions of ARFF.

B. **Workers' Disability Compensation Insurance.** Workers' disability compensation insurance, including employer's liability coverage, in accordance with applicable statutes of the State of Michigan.

C. **Motor Vehicle Liability.** Motor vehicle liability insurance, including, Michigan no-fault coverages.

For purposes of this Section, "responsible" means having a high insurance rating, such as A- or better (Excellent) with A.M. Best Company.

ARFF shall further obtain and maintain, at its sole expense, other insurance in such amounts as may from time to time be reasonably required by the County against other insurable risks and hazards which at the time are commonly insured against in the circumstances.

Such insurances shall name the County, its elected and appointed officials, employees and volunteers, as additional insureds, and ARFF shall provide certificates of such insurance to the County as evidence that it has met the requirements in this Agreement. The certificates must require the insurance companies to provide the County with not less than thirty (30) days advance written notice of cancellation, non-renewal, reduction or material changes.

Notwithstanding, approval of said insurance by the County will not in any way relieve or decrease the liability of ARFF, and it is expressly understood by the parties that the County does not represent that the insurance or limits of liability will be sufficient to protect ARFF's interest or liabilities.

9. **INDEPENDENT CONTRACTOR.** ARFF is an independent contractor, and no statement contained in this Agreement will be construed to find the ARFF or any of its employees, volunteers or agents as an employee, partner or agent of the County. ARFF and its employees, volunteers and agents will be entitled to none of the privileges, rights or benefits of County employees. ARFF shall comply with all applicable laws, including, but not limited to, those laws regarding withholding taxes and maintenance of workers' disability compensation insurance.

10. **NONEXCLUSIVE.** This Agreement is nonexclusive, and is subordinate to the provisions of any existing or future agreement between the County and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds.

11. SUFFICIENCY OF PERFORMANCE. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without wilful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this Agreement. In the event of ARFF's failure to timely perform the services under this Agreement, the County may, upon notice to AARF, seek alternative means of obtaining the services.

12. RECORD KEEPING; AUDITS. ARFF shall keep complete and accurate fiscal records and shall furnish the County with copies of such fiscal records, including ARFF's audited financial reports, as well as any other relevant records and reports, as the County may request.

In addition, the County shall have the right at any time to require an appropriate audit of ARFF's use of funds paid by the County under this Agreement.

With regard to audits and record keeping related to any contract between the County and any other governmental agency, ARFF agrees that it will establish and maintain accurate records to facilitate any audit or inspection conducted by that governmental agency or its representative to assure compliance with the contract.

13. DISCLOSURE OF CONFLICTS OF INTEREST. ARFF shall disclose any actual or potential conflict of interest between ARFF, its key employees, or their family, business or financial interests and the services to be provided under this Agreement.

14. MODIFICATION. No amendment or modification of this Agreement will be valid or binding unless expressed in writing and executed by the parties in the same manner as this Agreement, or by changes in applicable law that mandate alteration of a term or terms of this Agreement.

15. TERMINATION. This Agreement may be terminated prior to the expiration of its term as follows:

A. By mutual written agreement of the parties; or

B. In the event of default or breach of this Agreement by either party, the other party may give the defaulting party written notice of each claimed default or breach and a date after receipt of such notice by which the default or breach must be remedied. If such default or breach is not remedied by this date, the non-defaulting party may terminate this Agreement by giving written notice of the same, and the defaulting party may also be liable for all damages sustained by the other party by reason of the default or breach; or

C. Either party may terminate this Agreement, with or without cause, upon 120 days prior written notice to the other party.

16. EFFECT OF TERMINATION. In the event of termination of this Agreement pursuant to subsection B or C of Section 14, ARFF will be entitled to the monies provided herein only through the date of termination.

17. WAIVER. The waiver by the County of any default in the performance by ARFF of any of the terms, covenants or conditions contained herein will not be deemed a continuing waiver of that default or any subsequent default.

18. SEVERABILITY. Whenever possible, each provision of this Agreement will be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited or invalid under applicable law, it will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

19. ASSIGNMENT. No assignment of this Agreement or of any right or obligation under this Agreement shall be made by either party without the prior written consent of the non-assigning party.

20. COMPLIANCE WITH LAW; ASSURANCES. ARFF shall comply with all applicable federal, State and local laws, ordinances, rules and regulations, as well as any applicable Airport policies.

It is understood and agreed that the County, in securing federal aid for the development of the Airport, has entered into certain agreements with the Federal Aviation Administration, and in such agreements has undertaken certain obligations and assurances (referred to as "sponsor assurances") and that a copy of the assurances shall be considered a part of this Agreement. In the event that any part or parts of such assurances shall be in conflict with any of the terms of this Agreement, the provisions of such assurances shall be considered as if specifically set forth in this Agreement. A copy of the assurances will be provided by the Airport Manager upon request. It is further understood and agreed that anything in this Agreement to the contrary notwithstanding, the undertaking or enforcement by the County of any of such assurances shall not be grounds for cancellation or termination of this Agreement by ARFF

ARFF acknowledges that the provisions of Title 49 of the Code of Federal Regulations, Part 23, regarding Minority Business Enterprises (MBE), and Title 14 of the Code of Federal Regulations, Part 152, regarding Affirmative Action Employment Programs, may be applicable to its activities under the terms of this Agreement, unless exempted by said regulations, and ARFF agrees, if such provisions are applicable, to comply with all requirements of the County, the Federal Aviation Administration, and the U.S. Department of Transportation. These requirements may include, but not be limited to, compliance with MBE and/or Affirmative Action Employment Program participation goals, the keeping of certain records of good faith compliance efforts that would be subject to review by the various agencies, the submission of various reports, and including, if directed by the County, the contracting of specified percentages of goods and services contracts to MBE.

The ARFF further covenants that it shall comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to this Act.

In all performance under this Agreement, ARFF covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or

privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or protected activity, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of these covenants may be regarded as a material breach of this Agreement.

21. **NOTICES.** All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the County:            John Burt  
   Otsego County Administrator  
   225 West Main Street  
   Gaylord, Michigan 49735

If to ARFF:                    Randolph L. Bricker, Sr.  
   Gaylord ARFF, Inc.  
   P.O. Box 467  
   Pellston, Michigan 49769

22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any prior discussions, negotiations, agreements and understandings.

23. **TITLES; HEADINGS.** Titles and headings are inserted in this Agreement for reference purposes only, and must not be used to interpret the Agreement.

AGREED to this \_\_\_\_\_ of \_\_\_\_\_, 2006, at  
\_\_\_\_\_, Michigan.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

GAYLORD ARFF, INC.

\_\_\_\_\_

By: Randolph L. Bricker, Sr.  
Its: President

COUNTY OF OTSEGO

\_\_\_\_\_

By:  
Its: