

April 26, 2016

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

Roll Call:

Present: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Robert Harkness, Erma Backenstose, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Motion by Commissioner Paul Liss, seconded by Commissioner Robert Harkness, to approve the Regular minutes of April 12, 2016 with attachments. Ayes: Unanimous. Motion carried.

Consent Agenda;

Motion to amend the payment terms of the short-term cash advance to the Bus System to be extended to September 30, 2016. Ayes: Unanimous. Motion carried.

Motion to approve the Friend of the Court (FOC) budget amendment as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the Bus System generator budget amended as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the Tenurgy Consulting Services Agreement as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve Emmet County Recycling Agreement amendment as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve mobile laptop equipment purchase for 8 patrol vehicles budget amendment as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the DNR Declaration of restrictive covenant as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the Conservation District recycling agreement as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to adopt Resolution OC 16-14 Mortgage Discharge for William C. Luebs and Violet M. Luebs.

Roll Call Vote:

Ayes: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Robert Harkness, Erma Backenstose, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None. Motion carried/Resolution adopted. (see attached)

Motion to approve the Library Agreement as presented. Ayes: Unanimous. Motion carried. (see attached)

Special Presentations:

Kent Hilley from the Sheriff's Department was recognized for 20 years of service.

Administrator's Report:

John Burt reported on the Courthouse Plaza fountain progress; bids due Friday April 29th for doors and windows for the County Building; electronics recycling proceeding; adding another recycling container at the City location; household hazardous waste pickup is 6-11-16 at the Road Commission from 9:00 am to 2:00 p.m.; Iron Belle Trail grant completed; outside historical plaques to be cleaned and the flagpole to be painted.

Department Head Report:

Bill Kerr presented the Equalization report, residential real estate market is recovering, Elmira Township has a new power plant; 3.03% increase in County equalized value.

Motion by Commissioner Erma Backenstose, seconded by Julie Powers-Gehman, to accept the 2016 Equalization Report as presented. Ayes: Unanimous. Motion carried.

Committee Reports:

Motion by Commissioner Paul Beachnau, seconded by Commissioner Doug Johnson, move to cost share with the City of Gaylord on the downtown street project for the portion that affects the County building's Main Street frontage, at a cost of \$68,599. Ayes: Julie Powers-Gehman, Paul Beachnau, Robert Harness, Erma Backenstose, Doug Johnson, Ken Borton, Bruce Brown. Nays: Ken Glasser, Paul Liss. Motion carried. (see attached)

City Liaison, Township and Village Representative: City Manager, Joe Duff reported on the City Council meeting; moved forward with shops on Main project; settled labor agreement with the Police Officer Union and the labor department; budget session workshop in May.

Mary Sanders reported on the Michigan Township Association Meeting held at Otsego Lake Township; Representative from MTA was there and discussed changes about elections; reported on the job of the assessors, more restrictions, and more burden at the local level.

Correspondence: None.

Rachel Frisch presented the March 2016 financial reports.

New Business:

Motion by Commissioner Paul Liss, seconded by Commissioner Julie Powers-Gehman, to approve the April 15, 2016 Special Warrant and the April 19, 2016 Warrant for a total amount of \$239,514.87 Ayes: Unanimous. Motion carried.

Motion by Commissioner Bruce Brown, seconded by Commissioner Doug Johnson, to approve the April 20, 2016 Special Warrant and the April 26, 2016 Warrant for a total amount of \$357,290.71. Ayes: Unanimous. Motion carried.

Motion by Commissioner Ken Glasser, seconded by Commissioner Paul Liss, to adopt Resolution OCR 16-15 in opposition of portion of the State Consolidated Plan.

Roll Call Vote:

Ayes: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Robert Harkness, Erma Backenstose, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Chairman Ken Borton to form an ad hoc committee regarding Mbridge. Ken Glasser to be the Chair, Robert Harkness, Paul Beachnau and Ken Borton are on the Committee.

Public Comment:

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Paul Beachnau reminded the Board of the State Community Luncheon May 10th at the Otsego Club; Gary Peters will be in Gaylord, May 3rd from 9:00 a.m. to 10:00 a.m.

Commissioner Julie Powers-Gehman reported on the skate park group, working hard.

Commissioner Robert Harkness attended NEMCOG meeting, surge in tourist traffic, Wings Over Northern Michigan.

Commissioner Erma Backenstose attended the MTA meeting at Otsego Lake Township.

Commissioner Paul Liss attended Livingston Township meeting, redoing the garage south of the main building for offices, opened bids and Siwecki Construction was awarded the bid.

Commissioner Bruce Brown had no report.

Commissioner Ken Glasser reported on the Conservation District, eliminate tree sale for certain trees that may contain invasive species, could lose most of the fruit trees that are not native to Michigan.

Commissioner Doug Johnson had no report.

Chairman Ken Borton attended the MAC transportation meeting, self-driving cars.

Meeting adjourned at 10:37 a.m.

Kenneth C. Borton, Chairman

Susan I. DeFeyter, Otsego County Clerk



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: FOC Fund

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

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

DESCRIPTION Use State funds carried forward from 2015 to purchase computer equipment

REVENUE (approximately \$15,000 State funds, \$1,000 local funds)

Account Number	Decrease	Increase
215-050-400.001 Budgeted Use of Fund Balance	\$	\$ 16,000
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
215-141-970.440 Property-computers	\$ 16,000	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

Nancy A. Cruz
Department Head Signature

4-8-2016
Date

Finance Department
Entered:
By:

Administrator's Signature

Date

4/26/16

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Bus System

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)

DESCRIPTION To purchase a backup generator for Bus System

REVENUE

Account Number	Decrease	Increase
588-050-699.030 Other Source - Transfers	\$	\$ 8,500
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
588-901-970.435 Property-Machinery & Equip	\$ 8,500	\$
101-941-999.010 Contingency	\$	\$ 8,500
101-970-999.000 Appropriation to Equipment	\$ 8,500	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

Department Head Signature _____ Date _____

Administrator's Signature _____ Date _____

Finance Department
Entered: _____
By: _____

4/26/16

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

**Tenurgy
Consulting Services Agreement**

This Agreement is made and executed on this 26th day of April, 2016, by and between Otsego County, (hereinafter "Client"), (Corporate Headquarters) and Tenurgy, LLC (hereinafter "Tenurgy"), a Michigan limited liability company, of 215 W. Mitchell, Petoskey, MI 49770.

1. **Services to be Performed.** Tenurgy is engaged in the business of auditing and analyzing utility costs and other business operating expenses, including, but not necessarily limited to, telecommunication costs, natural gas, electric, water, sewer and trash removal services ("utility costs"). Tenurgy will review and analyze Client's past billings and also monitor future billings for utility costs and other expenses and make recommendations to the Client to reduce the client's utility costs. Tenurgy agrees to identify potential savings and refunds and if applicable, make recommendations for Client to realize the identified savings/refunds. In Clients sole discretion, Tenurgy further agrees to assist with implementing any identified savings and/or refunds.

2. **Materials.** Tenurgy will furnish all the materials, equipment and supplies used to provide the services required by this Agreement.

3. **Scope of Services.** Tenurgy shall analyze the following utility and telecommunication service providers:

Electric (X)	Telecommunications (X)	Waste / Trash (X)
Natural Gas (X)	Water / Sewer ()	Other () _____

Client may exclude a current utility savings initiative. The following current utility savings initiatives are excluded under this Agreement: Tenurgy will not share in any savings realized from reducing consumption. For example: New windows.

4. **Compensation.** In consideration for the services performed by Tenurgy, Client agrees to pay Tenurgy 50% of all activated savings, reductions, credits and/or refunds realized by client from any Utility Provider and/or service provider during the term of this agreement, except for Excluded Utilities. Savings and reductions will be based upon the difference between the per unit charge in effect for each utility at the date of execution of this agreement plus any subsequent increases or decreases to the per unit charge for the month prior to the date of invoice.

5. **Term of Agreement.** This Agreement will become effective when signed by both parties and shall continue for a period of 36 months. This Agreement may be extended or renewed by written agreement signed by both parties. All provisions of this Agreement shall apply to all services and all periods of time in which Tenurgy renders services for the Client.

6. **Terms of Payment.** Tenurgy will generate an invoice when savings/refunds are actually realized by Client. Each month for a period of thirty-six (36) months, which shall commence on the date savings are first realized by the client on each utility, Tenurgy will submit an invoice to the client indicating the savings, reductions, credits and refunds on which its 50% fee is based. The Client shall pay each invoice within 30 days of the date of invoice. In the event the Client fails to pay in a timely manner, Client shall pay any and all costs of collection, including but not limited to reasonable attorney fees and court costs.

7. **Confidentiality.** Tenurgy will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's written permission except to the extent necessary to perform services on the Client's behalf. Proprietary or confidential information includes

- a. The written, printed, graphic or electronically recorded materials furnished by Client for Tenurgy's use;
- b. Business plans, operating procedures, trade secrets, design formulas, processes computer programs and inventories, discoveries, and improvements or any kind; and
- c. Information belonging to customers and suppliers of the Client about whom Tenurgy gained knowledge of as a result of Tenurgy's services to Client. Tenurgy shall not be restricted in using any material that is publicly available, already in possession, or known to Tenurgy without restriction, or that is rightfully obtained by Tenurgy from sources other than Client. On termination of Tenurgy's services to Client, at the Client's request, Tenurgy shall deliver all materials in possession relating to the Client's business.

8. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan. Tenurgy shall not be responsible for any actions by a utility provider or vendor or any damages incurred by Client.

9. **Notice.** Any notice which is to be provided pursuant to this agreement must be in writing and may be (i) personally delivered or (ii) transmitted via United States Postal Service, together with transmittal of an additional copy via Federal Express, United Postal Service, Airborne Express or other nationally recognized courier service. All such notices shall be forwarded to the parties at the respective locations set forth above or such other locations that may be designated in writing by either party hereto.

10. **Exclusive Agreement.** The undersigned acknowledges and represents that he/ she has the authority to bind the client and is authorized to sign this agreement on behalf of the Client. Tenurgy shall not be responsible for any actions by a utility provider or any consequential damages incurred by Client. This agreement shall be binding on the respective successors and assigns of the Client and Tenurgy, including mergers, consolidations and acquisitions.

Signatures:

Dated: _____, 2016

CLIENT:

By: _____

Its: _____

Address: _____

Phone: _____

Fax: _____

EIN: _____

Email: _____

TENURGY

Dated: _____, 2016

By: Michael J. Harrington

Its: Managing Member

**THIRD AMENDMENT TO
AGREEMENT REGARDING RECYCLABLE MATERIALS**
between
COUNTY OF EMMET
and
COUNTY OF OTSEGO

This Amendment is made this _____ day of _____, 2016 to the Agreement for Recyclable Materials dated March 11, 2013 between the County of Emmet, Michigan, and the County of Otsego, Michigan, as previously amended, and is to be attached to and made a part of the Agreement.

NOW THEREFORE, the parties agree as follows:

1. Section 4 of the Agreement for shall be amended to state:

4. COMPENSATION/RATES FOR RECYCLABLES. Except as otherwise provided herein, Otsego County will pay to Emmet County the following rates for its acceptance of recyclable materials:

* * *

Year 3: \$60 per ton processed and \$1,440 per month for the lease of 14 recycling bins to the capped total amount of \$38,080 (formerly) revised to \$42,000, with Emmet County continuing to provide services at no additional charge to Otsego County once the capped amount is met.

Year 4: \$66 per ton processed and \$1,640 per month for the lease of 15 recycling bins to the capped total amount of \$69,400, with Emmet County continuing to provide services at no additional charge to Otsego County once the capped amount is met.

Year 5: \$68 per ton processed and \$1,640 per month for the lease of 15 recycling bins to the capped total amount of \$74,600, with Emmet County continuing to provide services at no additional charge to Otsego County once the capped amount is met.

Year 6: \$70 per ton processed and \$1,640 per month for the lease of 15 recycling bins to the capped total amount of \$78,800, with Emmet County continuing to provide services at no additional charge to Otsego County once the capped amount is met.

Until December 31, 2015, Emmet County will provide revenue sharing to Otsego

County at \$5.00 per ton on all mixed fiber based on actual weights received and marketed monthly.

For the remainder of Year 3 and for Years 4, 5, and 6, Emmet County will provide revenue sharing to Otsego County in accordance with Emmet County's Revenue Sharing Policy, a copy of which will be provided to Otsego County and adopted herein by reference. In the event that Otsego County's annual growth (in tons or in pulls) exceeds 10% in any year of this Agreement (after Year 3), Emmet County reserves the right to request an increase in the capped total amount to accommodate exceptional growth.

Except as otherwise provided herein, Otsego County will pay to Emmet County the following capped rates for the hauling of recycled materials.

* * *	
Year 3:	\$285 per bin pull to the capped total amount of \$115,500, (formerly) revised to \$132,320, with Emmet County continuing to provide services at no additional charge to Otsego County once the capped amount is met.
Year 4:	\$290 per bin pull to the capped total amount of \$155,500 with Emmet County continuing to provide services at no additional charge to Otsego County once the capped amount is met.
Year 5:	\$295 per bin pull to the capped total amount of \$172,330 with Emmet County continuing to provide services at no additional charge to Otsego County once the capped amount is met.
Year 6:	\$300 per bin pull to the capped total amount of \$184,200 with Emmet County continuing to provide services at no additional charge to Otsego County once the capped amount is met.

Emmet County reserves the right to implement a fuel surcharge (Attachment C), assessed monthly, if the Department of Energy average Midwest on-road diesel fuel price exceeds \$4.50 per gallon. Such surcharge will only be for the amount over \$4.50 per gallon.

The cap amounts will be based on the total compensation paid by Otsego County in each category (hauling and processing). Otsego County's revenue share will be credited against each monthly invoice, resulting in a net lower cost paid by Otsego County each month. These net amounts will be used to determine if the cap amounts are reached. The fuel surcharges set forth in Attachment C, entitled "FUEL SURCHARGE TABLE," will not be applied to the cap amounts.

There will be no other costs assigned to Otsego County outside of those listed above; provided, however, that in the event that Otsego County's volume/bin pulls exceeds 10% in any year of this Agreement (after Year 3), Emmet County reserves the right to request an increase in the capped total amount to share in the program's success.

3. Otsego County acknowledges that it will be responsible to actively manage the capacity of the bins to minimize pull requests. Emmet County agrees to continue to work to provide additional service as needed to maintain the Gaylord site.

4. All of the other terms and conditions contained in the Agreement will remain in full force and effect and without change or modification except as expressly provided herein.

IN WITNESS WHEREOF, the parties have executed this Second Amendment on the date first written above.

COUNTY OF OTSEGO:

Attest:

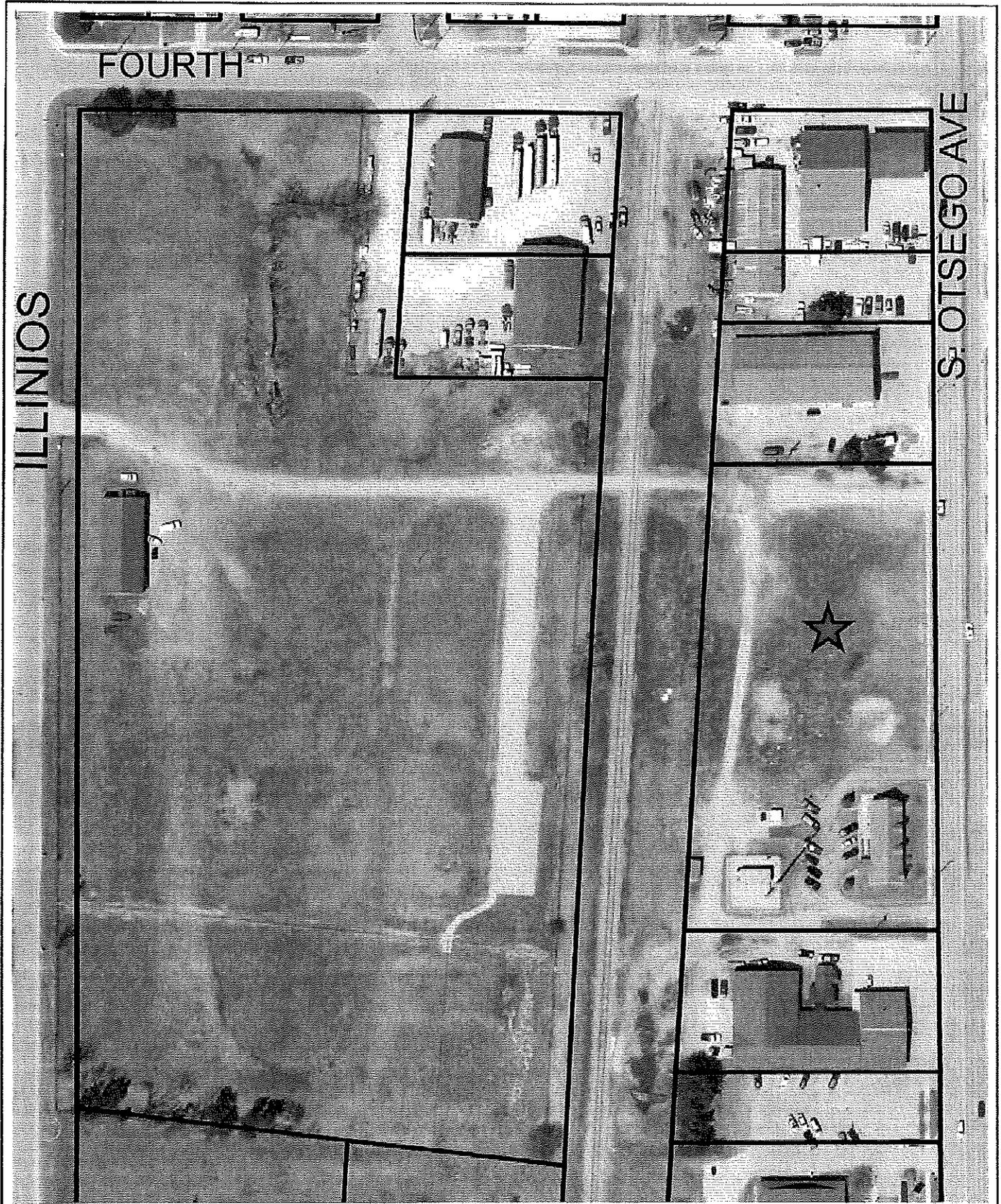
John Burt, County Administrator

COUNTY OF EMMET:

Attest:

Juli Wallin, Clerk

James E. Tamlyn, Chairperson
Emmet County Board of Commissioners



County's Former 9-1-1 Dispatch Property
Adjacent to Dog Park
Scale: 1" = 200'



Date of Photography: Spring, 2014

DECLARATION OF RESTRICTIVE COVENANT

DEQ Reference No: RC-RRD-201-16-027

This Declaration of Restrictive Covenant ("Restrictive Covenant") has been recorded with the Otsego County Register of Deeds for the purpose of protecting public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the property located at 580 South Otsego Avenue, Gaylord, Michigan 49735 and legally described in Exhibit 1 attached hereto ("Property").

The Property described contains hazardous substances in excess of the concentrations developed as the unrestricted residential criteria under Section 20120a(1)(a) or (17) of the NREPA. The DEQ recommends that prospective purchasers or users of the Property undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 20107a of the NREPA.

The response activities required the recording of this Restrictive Covenant with the Otsego County Register of Deeds to: 1) restrict unacceptable exposures to hazardous substances located on the Property; 2) assure that the use of Property is consistent with the exposure assumptions used to develop the Residential cleanup criteria under Section 20120a(1)(a) of the NREPA and the exposure control measures relied upon at the Property,

The restrictions contained in this Restrictive Covenant are based upon information available at the time the response activities were implemented. Failure of the response activities to achieve and maintain the criteria, exposure controls, and any requirements specified by the response activities; future changes in the environmental condition of the Property or changes in the Residential cleanup criteria under Section 20120a(1)(a) of the NREPA; the discovery of environmental conditions at the Property that were not accounted for during implementation of the response activities; or use of the Property in a manner inconsistent with the restrictions described herein, may result in this Restrictive Covenant not being protective of public health, safety, and welfare, and the environment.

Exhibit 2 provides a survey of the Property that is subject to the land use or resource use restrictions specified herein.

Definitions

For the purposes of this Restrictive Covenant, the following definitions shall apply:

"DEQ" means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities acting on its behalf.

"Owner" means at any given time the then current title holder of the Property or any portion thereof.

All other terms used in this document which are defined in Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules, 2002 Michigan Register; Effective December 21, 2002, shall have the same meaning in this document as in Parts 3 and 201 of the NREPA and the Part 201 Administrative Rules, as of the date of filing of this Restrictive Covenant.

Summary of Response Activities

Hazardous substances of certain petroleum constituents including acenaphthalene, sec-butylbenzene, ethylbenzene, fluorene, 2-methylnaphthalene, naphthalene, phenanthrene, n-propylbenzene, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, and xylenes, and petroleum residual light non-aqueous phase liquid exists under the central portion of the Property. Response activities consist of resource use restrictions.

Residual and mobile Light Nonaqueous-Phase Liquids (LNAPL), including fuel oil were properly characterized using a Conceptual Site Model in accordance with ASTM E 2531-06 and will remain in place. The LNAPL exists below the ground surface at a depths between 21-feet and 83 feet. The horizontal and vertical extent of the LNAPL is described in Exhibit 4. The restrictions provided for in this restrictive covenant serve to prevent unacceptable exposure to hazardous substances as a result of the conditions created by the presence of the LNAPL."

NOW THEREFORE,

1. Declaration of Land Use or Resource Use Restrictions

Michigan Department of Natural Resources with the express written permission of the Owner of the Property hereby declares and covenants that the Property shall be subject to the following restrictions and conditions:

a. Prohibited Activities to Eliminate Unacceptable Exposure to Hazardous Substances.
The Owner shall prohibit activities on the Property that may result in exposures to hazardous substances at the Property. These prohibited activities include:

The construction and use of wells or other devices on the Property to extract groundwater for consumption, irrigation, or any other purpose, except as provided below:

(a) Wells and other devices constructed as part of a response activity for the purpose of evaluating groundwater quality or to remediate subsurface contamination associated with a release of hazardous substances into the environment are permitted provided the construction of the wells or devices complies with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, or federal laws or regulations.

(b) Short-term dewatering for construction purposes is permitted provided the dewatering, including management and disposal of the groundwater, is conducted in accordance with all applicable local, state, and federal laws and regulations and does not cause or result in a new release, exacerbation of existing contamination, or any other violation of local, state, and federal environmental laws and regulations.

b. Contaminated Soil Management. The Owner shall manage all soils, media and/or debris located on the Property in accordance with the applicable requirements of Section 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the administrative rules promulgated thereunder; and all other relevant state and federal laws.

2. Access. The Owner grants to the DEQ and its designated representatives the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the response activities, including the right to take samples, inspect the operation of the response activities and inspect any records relating thereto, and to perform any actions necessary to maintain compliance with Part 201.

3. Conveyance of Property Interest. The Owner shall provide notice to the DEQ of the Owner's intent to transfer any interest in the Property at least fourteen (14) business days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the applicable provisions of Section 20116 of the NREPA. The notice required to be made to the DEQ under this Paragraph shall be made to: Chief, Remediation and Redevelopment Division, Michigan DEQ, P.O. Box 30426, Lansing, Michigan 48909-7926; and shall include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant, DEQ Reference Number **RC-RRD-201-16-027**. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest.

4. Term of Restrictive Covenant. This Restrictive Covenant shall run with the Property and shall be binding on the Owner; future owners; and their successors and assigns, lessees, easement holders, and any authorized agents, employees, or persons acting under their direction and control. This Restrictive Covenant shall continue in effect until the DEQ or its successor determines that hazardous substances no longer present an unacceptable risk to the public health, safety, or welfare, or the environment. This Restrictive Covenant may only be modified or rescinded with the written approval of the DEQ.

5. Enforcement of Restrictive Covenant. The State of Michigan, through the DEQ, and Owner may individually enforce the restrictions set forth in this Restrictive Covenant by legal action in a court of competent jurisdiction.

6. Severability. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof, and all such other provisions shall continue unimpaired and in full force and effect.

7. Authority to Execute Restrictive Covenant. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.

IN WITNESS WHEREOF, Michigan Department of Natural Resources has caused this Restrictive Covenant, RC-RRD-201-16-027 to be executed on this _____ day of April, 2016.

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

By: _____
Signature

Name: _____
Print or Type Name

Its: _____
Title

STATE OF Michigan
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____ of Michigan Department of Natural Resources, on behalf of the department.

Notary Public Signature

Print Name
Notary Public, State of _____
County of _____
My Commission Expires: _____
Acting in the County of _____

Prepared by and when recorded return to:

J. Adam Patton
PM Environmental, Inc.
3340 Ranger Road
Lansing, Michigan 48906
800-313-2966

CONSENT OF OWNER

Otsego County, the current and legal Owner of the Property, hereby consents to the recording of this Restrictive Covenant, RC-RRD-201-16-027, and authorize Michigan Department of Natural Resources to file the Restrictive Covenant with the Otsego County Register of Deeds for recording.

OTSEGO COUNTY

By: _____
Signature

Name: _____
Print or Type Name

Its: _____
Title

STATE OF Michigan
COUNTY OF Otsego

The foregoing instrument was acknowledged before me this _____ by
_____ of Otsego County, on behalf of the county.

Notary Public Signature

Print Name

Notary Public, State of _____

County of _____

My Commission Expires: _____

Acting in the County of _____

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

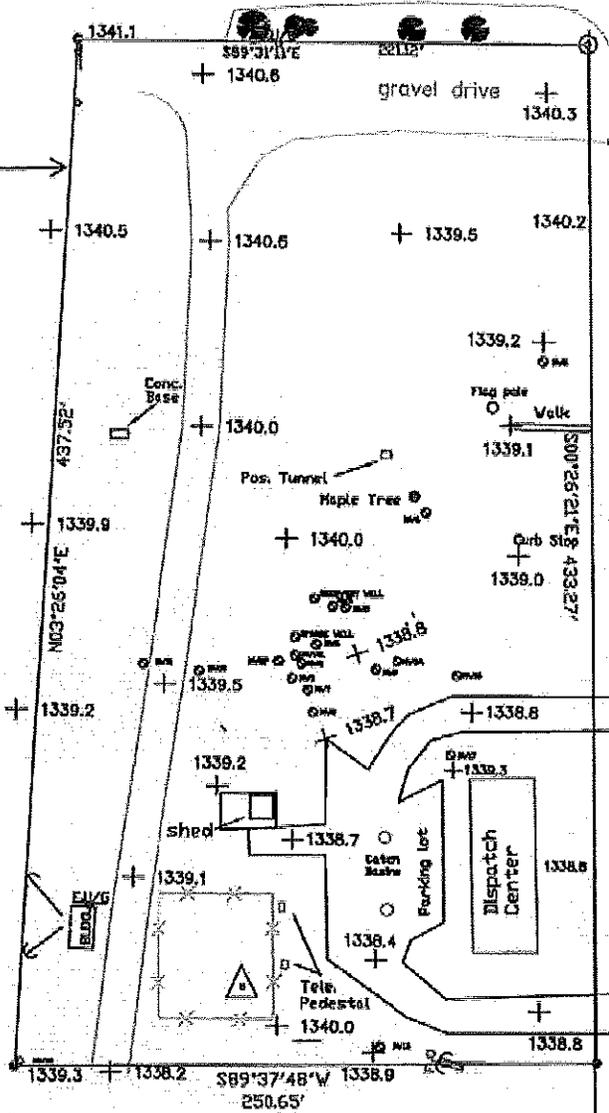
That Property in Gaylord, Otsego County described as follows:

COMM. 20 RDS. S OF S LINE OF 4TH ST. ON W LINEU. S. 27 TH W TO M.C.R.R.
RW S TO PT IN LINE WITH N LINE OF 5TH ST. E TO U.S. 27 N TOP. O.B. SEC. 4 T
30N R 3W

EXHIBIT 2

SURVEY OF THE PROPERTY

Area Of Restriction
(Entire Parcel)



LEGAL DESCRIPTION
 CORN. 20 REG. 8 OF S LINE OF 4TH ST. ONY LINES. 27TH
 W TO M.C.R.P. R/W 5 TO FT IN LINE WITH N LINE OF 6TH ST.
 E TO U.S. 27 N TOP C.B. SEC. 4 T. 30N R. 3W

I certify that the Latitude $N 45^{\circ}17'54''$ and Longitude
 $W 84^{\circ}42'10''$ are accurate to within .150 feet horizontally
 and the elevation 1340.28 feet AMSL, is accurate to within .120
 feet vertically. With a planned structure height of 130 feet AGL, the
 overall height would be 1470.28 feet AMSL. The horizontal distance
 (coordinates) are in terms of the North American Datum of 1983 (NAD83)
 and expressed as degrees, minutes, and seconds. The vertical datum
 (heights) are in terms of the National Geodetic Vertical Datum of 1928
 and are determined to the nearest foot.

Joseph C. Kapslczak
 Michigan P.S. #24468

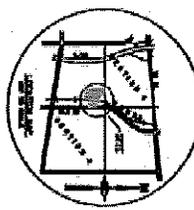


EXHIBIT 4

HORIZONTAL AND VERTICAL EXTENT OF LNAPL

This Agreement entered into this day of April 26, 2016, between the County of Otsego, a Michigan municipal corporation located at 225 West Main Street, Gaylord, Michigan 49735, hereinafter called the "County" and the Otsego Conservation District, a Michigan municipal corporation at 800 Livingston Blvd, Suite 4-A, Gaylord, Michigan 49735, hereinafter called the "District."

Witnesseth:

1. Term. The County agrees to contract with the District for the term beginning April 26, 2016 to and including September 30, 2016 to perform efforts on behalf of Otsego County and its Recycling Program.
2. Performance. The District agrees to provide and perform all services as outlined in the Description of Services, in a competent and professional manner.
3. Description of Services. The District shall provide the following services:
 - a. Preparation and placement of advertising for Otsego County's Electronics Recycling Program.
 - b. Preparation of recycling educational material as detailed in the budget contained in Appendix A.
 - c. Coordination and management of the Electronics Recycling Drop-off site.
4. Fee. The County agrees to pay the District a total fee of \$4,731.90 for its services under this Agreement. Payments to be paid as incurred and invoiced.
5. Termination and Suspension. If the District defaults or neglects to carry out its duties in accordance with the Agreement and fails within a seven (7) day period after receipt of written notice from the County correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies, correct such deficiencies and/or order the District to stop all work under the Agreement. If the District fails to correct non-compliance, or performs in a manner that is not in accordance with the requirements of the Agreement, the County, by written notice may order the District to stop all work under this Contract, or any portion thereof, until the cause for such order has been eliminated.

Either party may terminate this Agreement for any or no reason upon sixty (60) day written notice.

In the event of suspension or termination under Section 6, then in such case, as appropriate, the District shall pay to the County any funds not yet expended and any expenses made necessary by such default, neglect, or failure, if such payment, then or thereafter due the District is not sufficient to cover such amounts, the District shall pay the difference to the County.
7. Amendment. The Agreement may only be amended, modified or supplemented by written instruments signed by both parties.

This Agreement is entered into as of the day and year first written above and is executed to at least two (2) original copies of which one is to be delivered to the District and one to the County.

COUNTY:

John Burt
Otsego County Administrator

Date: _____

DISTRICT:

Jack Marlette, Chairman
Otsego Conservation District

Date: _____

APPENDIX A

OTSEGO COUNTY ELECTRONIC RECYCLING PROGRAM
April - Sept 2016

			BUDGET	HOURS	MILES
Fielding Calls, Radio				44	60
Run Program	April-Sept/2week days per month	12-6 pm		78	
	2 - Saturdays	9 am-12 pm		10	
Gaylord Herald Times					
Insert	Information Sheet			4	
Friday Paper	4,800 Copies		\$200.00	4	6
Paper	1 Case Color @ \$57.90.00 each		\$57.90		
Gaylord Herald Times	4 - 3x5 ads \$104.06 ea.		\$416.00	6	
4 Press Releases				4	
Community Events Calendar					
Weekly Choice Newspaper	4 Front page flags (\$47.00 each)		\$188.00	1	
Press Releases				1	
Our Home Town Newspaper	2 ads 4"x6" \$40 each		\$80.00	1	
Eagle 101.5					
Recycling kick-off pre-recorded ads	50 / 30-second ads for 30 days		\$250.00	3	10
Supplies					
Large Digital Bench Scale -Scale Dynasty			\$260.00		

Expenses	\$1,451.90
Hours	\$3,242.00
Miles	\$38.00
Total Budget 2016	\$4,731.90

\$1,451.90	156	76
	Wage & PICA \$20.78 per hr.	\$0.50/mile
	\$3,242.00	\$38.00

RESOLUTION NO. OCR 16-14
AUTHORIZING RESOLUTION
OTSEGO COUNTY BOARD OF COMMISSIONERS
April 26, 2016

WHEREAS, the Otsego County Board of Commissioners is the owner of a property located at 7090 Deer Run Trail North, Gaylord, Michigan 49735 and has a mortgage recorded in the office of the Register of Deeds for Otsego County Michigan, in Liber 1259, Pages 870-883 in the name William C. Luebs and Violet M. Luebs, husband and wife and

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

RESOLVED, that Otsego County hereby issues a DISCHARGE OF MORTGAGE to William C. Luebs and Violet M. Luebs, husband and wife, and be it further

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

AGREEMENT FOR OPERATING AND MAINTAINING OTSEGO COUNTY LIBRARY

THIS AGREEMENT is made on this _____ day of _____, 2016, by and between the County of Otsego, whose address is 225 W. Main Street, Gaylord, Michigan 49735 (hereafter "County" and "Commissioners") and the Otsego County Library, whose address is 700 S. Otsego Avenue, Gaylord, Michigan 49735 (hereafter "LIBRARY")

In consideration of the mutual agreement contained herein, the parties agree as follows:

I. GENERAL AGREEMENT

The Otsego County LIBRARY was established pursuant to 1917 PA 138 ("Act 138") to provide access to printed and digital media, as well as other educational services, to the public. The LIBRARY is a body corporate and has the authority granted by Act 138.

II. TERMS AND AMENDMENT

A. TERMS

This Agreement contains the entire understanding and Agreement of the parties regarding the subject matter contained herein.

B. DURATION

The terms of this Agreement shall be for five (5) years commencing with the date of execution.

C. EXTENSION

(i) This Agreement may be extended for such lengths or periods of time as the parties may mutually agree upon in writing.

D. AMENDMENT

Further, the terms and conditions of this Agreement, as provided herein, may be amended at any time during the above stated period with the express mutual written consent of the parties who are then bound by the terms hereof.

III. FINANCIAL GOVERNANCE

A. ANNUAL BUDGET

(i) LIBRARY will hold a public hearing and adopt an annual budget. The LIBRARY will transmit a copy of the annual budget to the Commissioners prior to October 1st of each year in the format required by the Finance Committee for the operations of LIBRARY for the following year beginning January 1st.

(ii) Prior to December 31st of each year, the Commissioners shall consider for approval the final budget for the operation of the LIBRARY. The Otsego County Board shall not amend the recommended budget.

(iii) BUDGET AMENDMENTS: Budget amendments must be approved by the LIBRARY Board and then forwarded to the Otsego County Finance Department. LIBRARY shall provide an updated copy of its annual budget to the Otsego County Finance Department each time the LIBRARY budget is amended, ensuring that the County has a current, updated budget at all times during the fiscal year.

B. FINANCIAL REPORTING

- (i) Beginning with the quarter ended March 2016, LIBRARY shall provide the following quarterly accounting reports to the Otsego County Finance Department:
 - (1) Balance Sheet – including all assets, liabilities, and fund equity
 - (2) Budget Report – including the amended budget and actual amounts for all revenues and expenditures.
 - (3) Quarterly reports must be submitted no later than the 15th day of the month following quarter-end or another date mutually agreed upon in writing.
 - (ii) Beginning with the month ended March 2016, LIBRARY shall provide the following monthly accounting reports to the Otsego County Treasurer:
 - (1) Report reconciling the general ledger balances in the receiving fund to the balances in the operating fund.
 - (2) Monthly reports must be submitted no later than the 15th day of the next month or another date mutually agreed upon in writing.
 - (iii) The County will rely on the reports to be complete and accurate upon submission.
 - (iv) All corporate and financial records of LIBRARY shall be available to the County or its auditors upon reasonable request, unless prohibited by law, including but not limited to the provisions of the Michigan Library Privacy Act.
 - (v) AUDITS – LIBRARY will be audited under the umbrella of the County, as a special revenue fund of the County. The County may, at its discretion, engage the auditors to perform additional procedures. LIBRARY and the County may find it desirable for LIBRARY to be audited under separate cover (still included in the County's audit report as a special revenue fund of the County).
- C. CUSTODY OF CASH AND INVESTMENTS
- (i) All LIBRARY monies shall be deposited in the Library Fund, which shall be held in a bank or trust company designated by the County and approved by LIBRARY. Monies may be deposited in more than one account within the Library Fund but shall be kept separate and apart from all other County funds. The monies may be kept in one bank account, and shall be invested as practical by the Otsego County Treasurer as authorized by law.
 - (ii) All deposits must be accompanied by supporting documentation, in the format required by the Otsego County Treasurer.
 - (iii) The Otsego County Treasurer shall provide an investment report to the Library on a quarterly basis.
 - (iv) All transfers out for LIBRARY disbursements must also be accompanied by supporting documentation, in the format required by the Otsego County Treasurer.
 - (v) LIBRARY shall be responsible for the completeness and accuracy of the supporting documentation submitted for all deposits and disbursement transfers. The County will rely on the documents to be complete and accurate upon submission. LIBRARY shall review and be responsible for the accuracy of the deposits and disbursement transfers and will ensure that they have been subject to the appropriate level of review before submission.
- D. FUNDS
- (i) Operating Fund
 - a. Any amount of operating funds, which are transferred to the LIBRARY by the Commissioners from the LIBRARY operating millage, shall be expended for daily operations or maintenance per its millage language.
 - b. All revenues raised by rates and charges of LIBRARY shall be used solely as allowed by law.
 - c. The operating fund general ledger shall be maintained by LIBRARY.

- d. The County shall not charge the Library a fee or rent to use the Library premises (the "Premises").
- (ii) Capital Outlay/Building Fund
 - a. If there are sufficient funds, there may be set aside, in a capital outlay/building fund, such sums, as LIBRARY may deem advisable. All monies currently residing in the capital outlay/building fund shall be used solely for building purchase, or building repairs and improvements.
- E. SURPLUS/DEFICIT
 - (i) Surplus
 - a. Any surplus realized by LIBRARY will be retained by LIBRARY. During the budget process, LIBRARY and the County will discuss potential uses of surplus monies (e.g. used for capital purchases, retained to enhance fund balance level, etc.).
 - (ii) Deficits
 - a. Should any year's operations result in a deficit (other than a planned reduction of fund balance that has been previously approved by the Commissioners or amended reduction of fund balance approved by the Library Board), LIBRARY agrees to:
 - i. Immediately meet with the Otsego County Budget and Finance Committee to develop a satisfactory deficit correction plan, which may include increased fees or reduced expenses.
 - ii. Should this action prove to be insufficient to correct the deficit operations, LIBRARY agrees to revise the plan, and further increase fee revenue or cut expenditures to ensure that the deficit will be repaid in the next three quarters.
 - iii. Failure to operate without a deficit may result in termination of this agreement.
- F. ASSETS
 - (i) All assets of LIBRARY are the property of the County.
 - (ii) Accordingly, LIBRARY shall follow the Otsego County Capital Asset Disposal Policy except as agreed upon in Section IX, Item A.
 - (iii) LIBRARY will provide an updated list of all Capital Assets to the Otsego County Finance Department, each January for the preceding year.
 - (iv) The County shall provide property insurance, addressed in the PROPERTY INSURANCE section of this document.
- G. LONG-TERM DEBT
 - (i) All long-term bond debt incurred for LIBRARY purposes must first be approved by the Commissioners, along with a financial plan to satisfy all debt requirements, submitted by LIBRARY.
 - (ii) In the event of default of bond payments for which the Library agreed to be responsible for repayment, refer to the EVENTS AND REMEDIES OF DEFAULT section of this document.
- H. CAPITAL IMPROVEMENT PLAN
 - (i) LIBRARY shall submit annually, along with its proposed budget, by October 1st, a five-year plan containing a list of planned building, equipment, and vehicle purchases and major repairs and maintenance on such items valued over \$200,000.
 - (ii) The plan and all such capital expenditures shall be approved by the Commissioners by December 31st, as part of the budget approval process.
- I. OPERATING YEAR

- (i) The County shall annually levy the full LIBRARY millage permitted by law unless asked in writing by the Library Board to reduce the amount collected and deposit to the Library Fund.
- (ii) LIBRARY shall have, as its operating year, one which shall coincide with the County's fiscal year which is the calendar year beginning in January. With the consent of the LIBRARY, the County may levy less than the full millage.

IV. MAINTENANCE AND REPAIRS

A. REPAIRS - PREMISES

- (i) LIBRARY shall, at its own expense, at all times during the term of this Agreement, keep the LIBRARY equipment and premises in good condition and repair, and shall make all necessary and desirable repairs, restorations and replacements, both structural and nonstructural, foreseen or unforeseen, and shall use all reasonable precautions to prevent waste, damage or injury.

B. REPAIRS - EXTERNAL

- (i) LIBRARY shall, at its own expense, also maintain in good repair and free from dirt, snow, ice, rubbish and other obstructions or encumbrances, the sidewalks, parking areas, yards, plantings, gutters and curbs in front of and adjacent to the premises.

V. OPERATION AND MAINTENANCE

A. OPERATION AND MAINTENANCE

LIBRARY shall, at its own expense, at all times during the term of this Agreement, operate and maintain the LIBRARY equipment and the premises.

VI. ALTERATIONS

A. ALTERATIONS TO THE PREMISES

LIBRARY will make such alterations, changes, additions or improvements in or to the interior or exterior of the premises as it shall determine to be beneficial. LIBRARY shall make any changes or alterations in, on or about the premises, which may be required by any applicable statute, charter, ordinance or governmental regulation or order.

B. COSTS AND EXPENSES OF ALTERATIONS

All alterations and improvements shall be at LIBRARY's sole expense.

C. OWNERSHIP OF IMPROVEMENTS

All alterations and improvements shall be the property of the County.

VII. PROPERTY/MOTOR VEHICLE LIABILITY INSURANCE

A. COST OF INSURANCE

The COUNTY shall provide, at the LIBRARY's expense, property insurance, which shall cover all real and personal property on the premises on a 100% replacement cost basis. Premiums for insurance required to be carried upon or with respect to the premises or the use thereof shall be deemed operation and maintenance expenses of the LIBRARY.

Insurance shall include motor vehicle liability coverage for any Library/County-Owned vehicles, if applicable.

B. POLICY TYPE

Such policy shall be an all risks policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without limitation, flood, theft,

vandalism, wind, lightning, act of war or terrorism, and malicious mischief. Coverage shall also include the cost of extra expense, for a period of 12 months, incurred by reason of the total or partial loss or damage to the premises caused by an insured peril.

VIII. LIABILITY/VEHICLE INSURANCE

A. COST OF INSURANCE

The COUNTY shall provide, at the LIBRARY's expense, comprehensive/commercial general liability insurance protecting LIBRARY, the County and the Commissioners of the County, the members of the Library Board and their respective agents, officers and employees.

Insurance shall include coverage for Hired Car and Non-Owned Auto.

B. POLICY TYPE

- (i) Such insurance shall provide coverage for the defense of actions brought against LIBRARY, its Board, Officers, and Employees for, including but not limited to, negligence, malfeasance, misfeasance, errors, omissions, neglect, damages, intentional acts, or other actions arising out of the operation, maintenance and activities of LIBRARY.
- (iii) Such insurance shall be in limits of not less than \$1,000,000 per occurrence for injury or death to any one person, not less than \$3,000,000 per occurrence for injury or death to more than one person, and not less than \$500,000 per occurrence for property damage.

C. NAMED INSUREDS

- (i) LIBRARY and the County shall all be named insureds on all insurance policies required hereunder and all insurance proceeds shall be payable to LIBRARY and the County according to their respective interests.
- (ii) Upon request, the County shall provide LIBRARY or the LIBRARY Board with certified copies of the insurance policies or other evidence indicating that the insurance is in effect.
- (iii) In addition, LIBRARY or the LIBRARY Board shall be notified in writing at least thirty (30) days prior to cancellation, non-renewal or any material reduction of the any coverage.
- (iv) All insurance maintained pursuant to this Agreement shall contain a clause or endorsement under which the insurer waives all rights of subrogation against any and all of the parties to this Agreement and their respective officers, commissioners, agents, and employees, with respect to losses payable under the policy.
- (v) Claims for loss due to damage to the premises under any policies maintained pursuant to this Agreement shall be adjusted with the insurance companies by the County after advice from LIBRARY or the Library Board.
- (vi) All policy forms, limits and deductibles shall be subject to approval by the County and LIBRARY.

IX. OPERATIONAL INTEGRITY

A. OPERATIONS

The County covenants and agrees with LIBRARY, subject to the performance by LIBRARY of all of the terms, covenants, and conditions of this Agreement to permit LIBRARY to operate the LIBRARY service for the County. LIBRARY may employ such persons in such capacities as it deems advisable and may make such rules and regulations as it deems advisable and necessary to assure the efficient management and operation of LIBRARY. Further, LIBRARY, with the approval of the LIBRARY Board, and the County Board, shall have the authority,

power, and ability to obtain, lease, purchase, acquire or transfer, sell, or dispose of such equipment, in compliance with the County's Capital Asset Disposal Policy, as is necessary to carry out its obligations to the citizens of Otsego County. Profits realized from the sale of capital assets shall be deposited to the Library Fund.

B. BOARD MEMBERSHIP

Recommendations for LIBRARY Board Membership shall be forwarded to the County Board for approval.

C. PERSONNEL

(i) The Otsego County Library employees are not subject to COUNTY Personnel Policies, but rather are governed by their own separate Personnel Policies.

(ii) The County Administrator (or designee(s) of the County Administrator) shall be on the hiring committee for the LIBRARY Director position in the event of a vacancy. The LIBRARY Board shall have the final approval on selecting the new Director.

(iii) If applicable, the County Administrator (or designee(s) of the County Administrator) shall take part in the union negotiation process.

D. CONTRACTING

LIBRARY, with the approval of the LIBRARY Board, shall have the exclusive authority to enter into agreements or contracts for services as deemed necessary to carry out its obligations to the citizens of Otsego County as permitted by law.

X. INSPECTION

Without notice and at reasonable times of the day, the County, through its officers, employees or agents, may enter upon the premises at any time during the term of this Agreement for the purpose of inspecting the premises and determining whether LIBRARY is complying with the covenants, Agreements, terms, and conditions of this Agreement.

XI. EVENTS AND REMEDIES OF DEFAULT

A. EACH OF THE FOLLOWING SHALL CONSTITUTE AN EVENT OF DEFAULT:

(i) LIBRARY fails to submit the budget required by Section III.

(ii) Any representation or warranty made by LIBRARY or the County in this Agreement, or which is contained in any certificate or other document delivered at any time pursuant to this Agreement proves to have been false, incorrect or incomplete in any material respect when made or deemed to be made and was a result of a willful or intentional act.

(iii) LIBRARY or the County fails to observe or perform any covenant or Agreement contained in this Agreement or in any certificate or other document delivered pursuant to this Agreement (other than those covered by clause (i) above) for ninety (90) days after written notice, as set forth herein, thereof shall have been given to LIBRARY by the County.

(iv) If involuntary proceedings under any bankruptcy law or insolvency act or for the dissolution of a corporation are instituted against LIBRARY, or if a receiver or trustee is appointed for all or substantially all of the property of LIBRARY, and such proceedings are not dismissed or such receivership or trusteeship vacated within ninety days after such institution or appointment.

(v) LIBRARY ceases to operate or indicates its intention by LIBRARY BOARD resolution to do so.

(vi) LIBRARY or the COUNTY defaults on any long-term debt covenants or payments.

B. REMEDIES IN EVENT OF DEFAULT

If any one or more of the provisions contained in this Agreement or any document, instrument or Agreement required pursuant to this Agreement should be declared invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired. The document shall be read as if the provision or provisions are null, void, non-existent, and severed from the this Agreement.

XVI. GOVERNING LAW

This Agreement, and the rights and obligations of the parties under this Agreement, shall be governed by, construed, and interpreted in accordance with the laws of the State of Michigan.

XVII. CAPTIONS

The captions contained in this Agreement are for convenience, for reference only and shall not limit or define the provisions of this Agreement, or affect the interpretation or construction thereof.

XVIII. OTHER AGREEMENTS

This Agreement, once properly executed, supersedes, replaces and abrogates all prior agreements between the parties regarding this same subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the day and year first above written.

OTSEGO COUNTY LIBRARY

By: *Diane Youngedyke*
DIANE YOUNGEDYKE

Its: Chairman

COUNTY OF OTSEGO

By: _____
KENNETH BORTON

Chairman, Otsego County Board of Commissioners



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Capital Projects Fund

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

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

DESCRIPTION Cost sharing contribution for sidewalk, curb, and other improvements on
REVENUE Main Street in front of the County building.

Account Number	Decrease	Increase
499-050-400.001 Budgeted Use of Fund Balance	\$	\$ 68,599
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
499-901-970.300SIDEWALK - Property Impvs	\$ 68,599	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$ 68,599	\$ 68,599

Department Head Signature Date

Administrator's Signature Date

Finance Department
Entered:
By:

4/26/16

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

**Construction Cost Opinion
Curb, Sidewalk and Trees Fronting Otsego County Building Property on M-32 and S. Otsego**

PayItemCode	Description	Units	Quantity	UnitPrice	Amount
2040020	Curb and Gutter, Rem	Ft	610	\$ 10.00	\$ 6,100.00
2040055	Sidewalk, Rem	Syd	309	\$ 7.75	\$ 2,394.75
2047011	Sidewalk, Conc Pavers, Rem	Syd	345	\$ 7.00	\$ 2,415.00
2057002	Sidewalk Grading	Sta	6	\$ 250.00	\$ 1,500.00
6027011	Conc Pavt, Decorative, Nonreinf, 4 inch	Syd	264	\$ 100.00	\$ 26,400.00
8020002	Curb, Conc, Det E2	Ft	120	\$ 25.00	\$ 3,000.00
8020023	Curb and Gutter, Conc, Det C4	Ft	354	\$ 17.60	\$ 6,230.40
8020038	Curb and Gutter, Conc, Det F4	Ft	283	\$ 15.00	\$ 4,245.00
8030034	Sidewalk Ramp, Conc, 4 inch	Sft	225	\$ 5.50	\$ 1,237.50
8030044	Sidewalk, Conc, 4 inch	Sft	3593	\$ 3.50	\$ 12,575.50
8150149	Acer rubrum, 2 inch	Ea	5	\$ 500.00	\$ 2,500.00
					<u>\$ 68,598.15</u>

Items not included

Percentage of Project Mobilization or Traffic Control
 Pavement Removal and Replacement for New Curb
 Street Lighting or Street Lighting Electrical Revisions
 Irrigation
 Banner Pole
 Entertainment Node
 Engineering

RESOLUTION NO. OCR 16-15

OPPOSITION TO STATE HOUSING AND COMMUNITY DEVELOPMENT CONSOLIDATED PLAN

OTSEGO COUNTY BOARD OF COMMISSIONERS

April 26, 2016

Recitals

WHEREAS, the State of Michigan has created a draft Housing and Community Development Consolidated Plan, which is currently under review; and

WHEREAS, the State is currently seeking comment from local municipalities and the public on the draft Consolidated Plan; and

WHEREAS, the Plan as written contains no future funding for single-family residential Community Development Block Grant (CDBG) Program; and

WHEREAS, the loss of single-family residential funding would have a detrimental impact on low-income families who could not otherwise afford to make emergency repairs and initiate the reduction of lead base paint hazards, which continue to be a serious concern with children six and under; and

WHEREAS, without these funding sources, many dwellings will deteriorate in our community; and

WHEREAS, counties currently collect on loans through secured mortgage payments between the Housing program and clients, generating revenue that continues to assist future housing rehabilitation and emergency projects and fund Otsego County's Housing Director and Clerk positions; and

WHEREAS, the draft Consolidated Plan may then shift the collection of loan payments to the State, eliminating an important source of income for the County as well as creating questions of how existing loans will be serviced; and, therefore, be it

RESOLVED, Otsego County requests the State update the draft Consolidated Plan by including single-family residential CDBG and increase HOME funds to better service our communities; and, be it, further

RESOLVED, that the County requests the draft plan be amended to leave the existing process of counties servicing MSF loans, and be it, further

RESOLVED, that a copy of this resolution be forwarded to Governor Snyder, Senator Stamas, Representative Cole, the Michigan Association of Counties, the Michigan State Housing Development Authority, the Michigan Strategic Fund, and the Michigan Economic Development Corporation.