



## 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, April 10, 2018 beginning at 9:30 a.m., at the County Building at 225 W. Main Street, Room 100, Gaylord, Michigan 49735.

### AGENDA

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Consent Agenda

- A. Regular Minutes of March 29, 2018 w/attachments - Motion to Approve
- B. OCR 18-06 Resolution to Support Michigan Indigent Defense Act - Motion to Approve

Department Reports

- A. Equalization Report - Bill Kerr, Director
- B. Animal Control Update - Melissa FitzGerald, Director

Committee Reports

- A. Parks & Recreation Committee Recommendations
  1. C2AE Engineering Contract- Motion to Approve

Administrator's Report

City Liaison, Township & Village Representatives

Correspondence

New Business

- A. Financials
  1. April 10, 2018 Warrant
- B. Other Business

Public Comment

Board Remarks, Announcements, and Informal Discussions

Closed Session

Adjournment

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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  Regular Minutes of March 29, 2018 with attachments.	<b>AGENDA DATE:</b>  April 10, 2018
<b>AGENDA PLACEMENT:</b>  Consent Agenda, Item A.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  Rachel Frisch, County Administrator	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

The County Board places its minutes of the former meeting on the current Consent Agenda. If there is a correction needed, the minutes will be removed from the Consent Agenda for discussion at a later time during the meeting.

**RECOMMENDATION:**

Staff requests approval of the Regular Minutes of March 29, 2018 with attachments.

March 29, 2018

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 Ken Glasser, followed by the Pledge of Allegiance led by Ken Bradstreet.

Roll Call:

Present: Julie Powers, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Excused: Paul Beachnau.

Consent Agenda:

Motion by Commissioner Doug Johnson, seconded by Commissioner Julie Powers, to approve the regular minutes of March 13, 2018. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, seconded by Commissioner Julie Powers, to approve the reappointment of Charles Klee to the Otsego County Planning Commission to a term expiring on December 31, 2020. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, seconded by Commissioner Julie Powers, to approve the State of Michigan Ground Lease renewal #11031-2016 and to give the County Administrator, Rachel Frisch, authorization to sign all necessary documents regarding such lease. Ayes: Unanimous. Motion carried. (see attached)

Department Head Report: None.

Committee Reports:

Motion by Commissioner Ken Glasser, seconded by Commissioner Julie Powers to update the Otsego County Fee Schedule to eliminate permit fees for camping. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito, to approve the budget amendment for the Register of Deeds Technology Fund (Fund 256) for IT equipment and software. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Duane Switalski to approve the budget amendment for the Land Use Services Fund (Fund 249) for a full-time inspector and a part-time seasonal clerk. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito to approve the budget amendment for the Bus System (Fund 588) to purchase new LED lights for the bus garage. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito to approve the 2017 budget amendments and year-end transfers. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Rob Pallarito, seconded by Commissioner Julie Powers to approve the proposed updates to the Land Use Ordinance. Ayes: Unanimous. Motion carried. (see attached)

**Administrator's Report:**

Rachel Frisch reported dates are set for a tour of the MTECH facility; attended the MAC Conference; County Library project starting up again on 4-2-18, moving the majority of the library to the 4<sup>th</sup> floor at Alpine Center, 800 Livingston Blvd.

**City Liaison, Township, Village Representative:**

Michelle Noirot from Bagley Township thanked the Land Use Service department.

Correspondence: Commissioner Paul Liss received a thank you from Sam Bernstein.

**New Business:**

Motion by Commissioner Julie Powers, seconded by Commissioner Duane Switalski, to approve the March 20, 2018 Warrant in the total amount of \$120,340.53. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, seconded by Commissioner Rob Pallarito, to approve the March 29, 2018 Warrant in the amount of \$686,572.56. Ayes: Unanimous. Motion carried.

Chairman Ken Borton opened up the meeting for public comment.

**Board Remarks:**

Commissioner Rob Pallarito attended the MAC Conference.

Commissioner Ken Glasser reported on the Conservation District, received \$4,000.00 grant for scrap tire; attended joint land use study meeting, did not have a quorum, public meeting coming up in April; attended the MAC Conference, attended the automated cars outbreak session; presenter of opioid issue.

Commissioner Bruce Brown had no report.

Commissioner Paul Liss had no report.

Commissioner Julie Powers attended the MAC Conference, attended the Veteran's and opioid sessions.

Commissioner Duane Switalski attended the Zoning Board of Appeals training.

Commissioner Doug Johnson attended the MAC Conference, attended the Opioid presentation.

Commissioner Ken Borton attended the MAC Conference.

Motion by Commissioner Paul Liss, seconded by Commissioner Ken Glasser to enter into closed session to discuss collective bargaining and to review an attorney-client communication exempt from disclosure pursuant to Section 8 of the Open Meetings Act.

Roll Call Vote:

Ayes: Julie Powers, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Excused: Paul Beachnau

Motion carried.

Entered into closed session at 10:10 a.m.

Returned to open session at 11:06 a.m.

Motion by Commissioner Paul Liss, seconded by Commissioner Ken Glasser to ratify the tentative agreement with teamsters Bus union. Ayes: Unanimous. Motion carried.

Meeting adjourned at 11:10 a.m.

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Kenneth C. Borton, Chairman

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Susan I. DeFeyter, Otsego County Clerk



**LEASE**

State Lease #11031-2016

between

**COUNTY OF OTSEGO, as Lessor**

and

**THE STATE OF MICHIGAN, as Lessee**

**ARTICLE I - DEFINITIONS**

- 1.1 A.N.S.I.
- 1.2 Cancellation
- 1.3 Construction
- 1.4 Executive
- 1.5 Maintenance
- 1.6 Occupancy
- 1.7 Reserved
- 1.8 Possession
- 1.9 Potable Water
- 1.10 Purpose
- 1.11 Remodel
- 1.12 State Government Managed
- 1.13 State Government Owned
- 1.14 Substantial Completion
- 1.15 Tenantable
- 1.16 Tenant Improvements

**ARTICLE II - POSSESSION**

- 2.1 Square footage Leased
- 2.2 Location of Leased premises
- 2.3 Early possession
- 2.4 Initial term of possession
- 2.5 First renewal option
- 2.6 Second renewal option
- 2.7 Deleted, not applicable
- 2.8 Deleted, not applicable
- 2.9 Ninety-day holdover
- 2.10 Assignment/sublet
- 2.11 Quiet enjoyment
- 2.12 Lessor access to Leased premises
- 2.13 Lessor provides equivalent premises

**ARTICLE III - LESSOR OBLIGATIONS**

- 3.1 Lessor obligations
- 3.2 Asbestos
- 3.3 Toxic, hazardous, injurious substances
- 3.4 Defense against claims
- 3.5 Commence remodeling or construction
- 3.6 Complete remodeling or construction
- 3.7 Standards and specifications
- 3.8 Construction change orders
- 3.9 Remodeling required by future law
- 3.10 Damage to Leased premises
- 3.11 First right of refusal for adjacent
- 3.12 Discrimination prohibited
- 3.13 Structural loading
- 3.14 Notice of Ownership Transfer
- 3.15 Year 2000
- 3.16 Time Extension
- 3.17 Public Notifications
- 3.18 Energy Efficiency

**ARTICLE IV  
LESSEE OBLIGATIONS, DUTIES, AND  
OPTIONS**

- 4.1 Lessee obligations
- 4.2 Notification to maintain and repair
- 4.3 Lessee option to add/remove improvements
- 4.4 Quality of improvements by Lessee
- 4.5 Move-out condition
- 4.6 Payment for sign ordinance variances
- 4.7 Lessee repairs for damage
- 4.8 Recording of lease
- 4.9 Protection of Leased premises by Lessee
- 4.10 Lessee prohibited conduct

## **ARTICLE V - RENT CONSIDERATION**

- 5.1 Frequency of rent payment
- 5.2 Late possession - no rent
- 5.3 Rent during initial term
- 5.4 Mid Term Rent Increase
- 5.5 Rent during 1st renewal option
- 5.6 Consumer Price Index increases
- 5.7 Rent adjustment for operating expenses
- 5.8 Rent adjustment for real property taxes
- 5.9 Real property tax exemptions
- 5.10 Real property tax assessment appeals
- 5.11 Waiver of rent adjustments
- 5.12 Remodeling/get-ready costs
- 5.13 Reserved
- 5.14 Reserved
- 5.15 Remodeling/maintenance costs deduct
- 5.16 Rent reduced for documentation
- 5.17 Rent abated for untenable premises
- 5.18 Prepaid rent refunded upon damage

## **ARTICLE VI - STATE OPTION TO PURCHASE**

- 6.1 Definition of seller
- 6.2 Exclusive right to purchase
- 6.3 Duration of option
- 6.4 Written notice
- 6.5 Purchase price
- 6.6 Appraiser qualifications
- 6.7 Payment of appraisals
- 6.8 Encumbrances considered
- 6.9 Delivery of title insurance
- 6.10 Objection to title and cure
- 6.11 Restrictions, termination of option
- 6.12 Removal of title defects
- 6.13 Transfer of title free and clear
- 6.14 Lessee delivery of purchase price payment
- 6.15 Title free of other possessory interest
- 6.16 Seller payment for transfer tax
- 6.17 Payment for recording documents
- 6.18 Real Property Tax Adjustment
- 6.19 Waste to Leased premises
- 6.20 Reserved
- 6.21 Toxic, hazardous, or injurious substances

## **ARTICLE VII EMINENT DOMAIN/CONDEMNATION**

- 7.1 Lessor to notify Lessee
- 7.2 Whole taking, rents prorated
- 7.3 Taking
- 7.4 Lessor option to terminate
- 7.5 Award of damages

## **ARTICLE VIII - ESTOPPEL**

- 8.1 Timeliness, Lessee obligations

## **ARTICLE IX MANAGEMENT AGREEMENT Reserved**

## **ARTICLE X - LESSOR'S MORTGAGEE**

- 10.1 Identification of Lessor's mortgagee
- 10.2 Disclosure of mortgagees, nondisturbance
- 10.3 Mortgagee right to cure defaults
- 10.4 Attornment

## **ARTICLE XI - CANCELLATION**

- 11.1 Cancellation by Lessee
- 11.2 Cancellation by Lessee
- 11.3 Cancellation by Lessee
- 11.4 Cancellation by Lessor

## **ARTICLE XII NOTICE, APPLICATION, AND APPROVALS**

- 12.1 Notice mailing addresses and delivery
- 12.2 Application of laws
- 12.3 Binding application
- 12.4 State government approvals required
- 12.5 Supercedure and cancellation
- 12.6 Severability
- 12.7 Entire agreement and enclosures
- 12.8 Electronic Funds Transfer



## LEASE

State Lease #11031-2016

between

**COUNTY OF OTSEGO, as Lessor  
A Michigan Municipal Corporation**

and

**THE STATE OF MICHIGAN, as Lessee.**

THIS LEASE is entered into by the **County of Otsego, as Lessor, whose address is 225 West Main, Gaylord, Michigan 49735,** and the State of Michigan by the Department of Technology, Management & Budget for the **Michigan State Police, as Lessee.**

The parties, for the considerations specified in this Lease, agree to the following terms, conditions, and covenants:

**WHEREAS, the Lessor owns land Leased to the State of Michigan which serves as the physical location of a shed owned and operated by the Michigan State Police and the Michigan Public Safety Communication System (radio) tower and supporting equipment operated by the Department of Technology, Management & Budget.**

### ARTICLE I - DEFINITIONS

1.1 - A.N.S.I.: American National Standards Institute, Inc., a New York corporation that identifies public requirements for national standards and coordinates voluntary standardization activities. A.N.S.I. standards are used in calculating square footage used in this Lease.

1.2 - Cancellation: Ending all rights and obligations of the Lessor and Lessee, except for any rights and obligations that are due and owing.

1.3 - Construction: Assembling of foundation, structural, architectural, electrical, and mechanical systems, on the Leased land, where none existed prior.

1.4 - Executive: An Executive Order of the Governor pursuant to the Constitution 1963, Article 5, § 2 and 20, or a decision by the Director of the Department of Technology, Management & Budget in conjunction with the head of the principal State department or agency for whose use the Lease was entered.

1.5 - Maintenance: That effort, including repair, replacement, or removal, required to keep the Leased land and the appearance of said Leased land functioning or operating as originally designed, constructed, or installed, including but not limited to mechanical, electrical, architectural, or civil systems within the Leased land, or those systems otherwise attached thereto.

1.6 - Occupancy: Actual physical presence by the Lessee on the Leased land.

1.7 - Reserved

1.8 - Possession: Lawful availability and physical access to install the Lessee's furnishings and compliance with paragraph 4.3

1.9 - Deleted, Not Applicable

1.10 - Purpose: The purpose for this Land Lease is to allow the Lessee to maintain and operate its radio tower, shed, and parking space including the tower on said Land.

1.11 - Deleted, Not Applicable

1.12 - State Government Managed: Property management tasks and responsibilities provided or contracted for and managed by a) the State of Michigan; b) any of the several departments, boards, commissions, offices, or agencies of the executive, legislative or judicial branches of state government; c) any institution of higher learning funded in whole or in part by the State of Michigan; or d) any entity created by act of the Legislature as an instrumentality of Michigan State government.

1.13 - State Government Managed: Property management tasks and responsibilities provided by a) the State of Michigan; b) any of the several departments, boards, commissions, offices, or agencies of the executive, legislative or judicial branches of state government; c) the State Building Authority; d) any institution of higher learning funded in whole or in part by the State of Michigan; or e) any entity created by act of the Legislature as an instrumentality of Michigan State government.

1.14 - Deleted, Not Applicable

1.15 - Tenantable: Habitable for the effective conduct of the Lessee's intended business.

1.16 - Tenant Improvements: Remodeling, attachment of fixtures, erection of additions, partitions, structures or signs by the Lessee in and upon the Leased land after the Lessee has acquired possession.

## ARTICLE II - POSSESSION

2.1 - The Lessor leases to the Lessee one acre of land upon which the State-owned shed and tower are situated, referred to as the "Leased premises", which is outlined on a plan attached as Enclosure "A". This square footage is based upon the A.N.S.I. Z65.1 - 1996 method for calculating space.

2.2 - The Leased land, is the property described in Enclosure "B" (legal description- only the South One Half portion of Parcel #2, also known as 580 South Otsego Avenue (Old US 27), in the City of Gaylord, County of Otsego, State of Michigan. (Property Code #101-104-000-395-00)

2.3 - Deleted, Not Applicable

2.4 - The Lessor shall furnish the Leased land with its appurtenances to the Lessee for a ten-year term of possession beginning at 12:01 a.m. on **October 1, 2015**, and ending at 11:59 p.m. on **September 30, 2025**.

2.5 - This Lease may, at the option of the Lessee, be extended for a ten-year term beginning at 12:01 a.m. on **October 1, 2025**, and ending at 11:59 p.m. on **September 30, 2035**, provided notice be given in writing to the Lessor **thirty (30) days** before this Lease or extension expires.

2.6 - Deleted, Not Applicable

2.7 - Deleted, not applicable

2.8 - Deleted, not applicable

2.9 - The Lessee may, upon written notice to the Lessor, at least thirty (30) days prior to termination of this Lease or any extension, remain in possession of the Leased land for the period specified in the notice, not to exceed three months.

2.10 - The Lessee may assign this Lease or may sublet the Leased land in whole or in part, with prior written consent of the Lessor, which shall not be unreasonably withheld. The Lessee, through its Department of Technology, Management & Budget may assign or reassign any or all of the Leased land to any branch, department, board, agency, commission or other instrumentality of State government without the necessity of obtaining consent of the Lessor.

2.11 - The Lessee, upon payment of the rental consideration specified in Article V and upon performing all covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased land for the term of this Lease or any extension.

2.12 - Deleted, Not Applicable

2.13 - Deleted, Not Applicable

### **ARTICLE III - LESSOR OBLIGATIONS**

3.1 - The Lessor shall furnish to the Lessee and pay the cost of the following:

- a) Deleted, Not Applicable
- b) Deleted, Not Applicable
- c) Deleted, Not Applicable
- d) Deleted, Not Applicable
- e) Deleted, Not Applicable
- f) Deleted, Not Applicable
- g) Deleted, Not Applicable
- h) Deleted, Not Applicable

- i) Deleted, Not Applicable
- j) Deleted, Not Applicable
- k) Deleted, Not Applicable
- l) Deleted, Not Applicable
- m) Deleted, Not Applicable
- n) Deleted, Not Applicable
- o) Deleted, Not Applicable
- p) Deleted, Not Applicable
- q) Deleted, Not Applicable
- r) Deleted, Not Applicable
- s) Deleted, Not Applicable
- t) Deleted, Not Applicable
- u) Deleted, Not Applicable

v) General premises liability insurance for the Leased premises identified in paragraphs 2.1 and 2.2, which provides full coverage for the Lessor, the Lessee, and their respective agents and employees and which protects against all claims, demands, actions, suits, or causes of action, and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Leased premises. The Lessor agrees to maintain minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. The Lessor shall provide to the Lessee a certificate of insurance listing the Lessee, its several departments, boards, agencies, commissions, officers, and employees as additional insureds, within thirty (30) calendar days following execution and delivery of this Lease to the Lessor, and every year thereafter. The insurance policy shall provide that it may not be modified, cancelled, or allowed to expire without thirty (30) days prior written notice given to the Lessee.

w) Deleted, Not Applicable

x) A legible photocopy of the **Quit Claim deed**, or other instrument conveying current legal possession or title, with right to lease or sublease the **Leased land**, as found in paragraphs 2.1 and 2.2, to the Lessor; and copies of all other documents limiting or restricting the use of the **Leased land** or affecting title to the **land**.

y) **A certified resolution from the Otsego County Board of Commissioners Authorizing the Lease.** The resolution shall include signature authorizations indicating the signatory of this Lease is authorized to act on behalf Lessor, in this real estate transaction.

z) Deleted, Not Applicable

**3.2 - Deleted, Not Applicable**

**3.3 - a) Deleted, Not Applicable**

b) The Lessor covenants that in the event a release or the threat of a release of a hazardous substance is discovered after execution of the Lease, to exist on, in or below the Leased land, the Lessor shall:

1) Promptly notify both the State, as the Lessee, and the Michigan Department of Environmental Quality (DEQ) of the release or threatened release.

2) Report, investigate, remediate, and take all other actions consistent with Federal, State and local laws and regulations including, without limitation, Part 201 of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20101, *et seq.*

3) Inform the Lessee, the DEQ, and all other parties required to be notified under Federal, State or local law, of all actions taken under (2) above.

4) Provide the Lessee, the DEQ, and all other parties required to be notified under Federal, State or local law, with all reports, data, analyses and other documents and information related in any way to the investigation, remediation or other steps taken under (2) above.

**c) Deleted, Not Applicable**

d) The Lessor agrees to take no administrative or judicial action against the Lessee including, without limitation, any action for damages, contribution, cost recovery, or injunctive relief to compel the Lessee to investigate or take remedial action, declaratory relief, or any action associated with the Lessor's obligations to comply with Federal, State or local law as a result of asbestos or the release or threat of release of any hazardous substance on, in or below the Leased land, except if the release or threatened release is caused solely by the Lessee.

e) The Lessor and Lessee mutually agree that they shall not release on, in, or below the Leased land any hazardous substance. The Lessee assumes responsibility, to the extent provided by law, for a release or threatened release of a hazardous substance caused by the Lessee. The Lessor need not indemnify or defend the Lessee if the release or threatened release is caused solely by the Lessee.

3.4 - The Lessor is responsible for defending the Lessee against any claim whether meritorious or frivolous, by any person challenging the Lessor's right to Lease the Leased land, and shall at its sole expense satisfy any judgment against the Lessee.

**3.5 - Deleted, Not Applicable**

**3.6 - Deleted, Not Applicable**

**3.7 - Deleted, Not Applicable**

**3.8 - Deleted, Not Applicable**

**3.9 - Deleted, Not Applicable**

**3.10 - Deleted, Not Applicable**

**3.11 - Deleted, Not Applicable**

3.12 - The Lessor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this real estate contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Lessor agrees to include in every subcontract entered into for the performance of this real estate contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this real estate contract. This covenant is cross referenced in Article XI.

**3.13 - Deleted, Not Applicable**

3.14 - The Lessor shall, within forty-five (45) days after transfer of its ownership interest in the Leased land, provide notice to the Lessee of said transfer and identify the new owner.

**3.15 - Deleted, Not Applicable**

**3.16 - Deleted, Not Applicable**

**3.17 - Deleted, Not Applicable**

**3.18 - Deleted, Not Applicable**

#### **ARTICLE IV - LESSEE OBLIGATIONS, DUTIES, and OPTIONS**

4.1 - The Lessee shall furnish:

- a) **Lessee will pay for all tower lights, and bulb replacement.**
- b) **Lessee will provide lawn mowing and snow removal as required by local ordinance.**
- c) **Deleted, Not Applicable**
- d) **Deleted, Not Applicable**
- e) **Lessee will provide the snow removal necessary for access to its tower and building shed.**
- f) **Deleted, Not Applicable**
- g) **Deleted, Not Applicable**
- h) **Deleted, Not Applicable**

i) Deleted, Not Applicable

j) Deleted, Not Applicable

k) Deleted, Not Applicable

4.2 - Deleted, Not Applicable

4.3 - The Lessee shall have the option to add tenant improvements to its building and the tower during this Lease or any extension at the Lessee's expense. Lessee shall maintain the State owned shed, tower and property.

4.4 - All tenant improvements by the Lessee, made pursuant to paragraph 4.3, shall be performed in a manner customarily accepted by the skilled trades, and in accordance with all federal, state, and local rules, ordinances, laws, codes, or nationally recognized standards of good construction practice.

4.5 - Otsego County Dispatch operations are co-located with the Michigan State Police operation which has moved and relocated from this location to 931 South Otsego (Old US 27), Gaylord, Michigan.

The Michigan Department of Information Technology, Management & Budget will continue to provide service and maintenance for the shed and tower and equipment.

4.6 - The Lessee shall be responsible to request and obtain any local government sign ordinance variances and the payment of any related fees.

4.7 - Deleted, Not Applicable

4.8 - If the Lessee records this Lease with the county register of deeds, the Lessee shall record a discharge or notice of cancellation or termination of Lease within thirty (30) days after the cancellation or termination of this Lease is effective. The discharge from the public record shall include any recorded amendments to this Lease.

4.9 - Deleted, Not Applicable

4.10 - Deleted, Not Applicable

#### ARTICLE V - RENT CONSIDERATION

5.1 - Deleted, Not Applicable

5.2 - Deleted, Not Applicable

5.3 - The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. October 1, 2015, through 11:59 p.m. September 30, 2025 Zero and 00/100 dollars (\$0.00). The Lessee's rent consideration shall be mutually agreed upon quid-pro-quo supporting Lessor's Emergency 911-Dispatch operations.

5.4 - Deleted, Not Applicable

5.5 - In the event the Lessee exercises the renewal option pursuant to Article II, paragraph 2.5, the Lessee shall pay to the Lessor as rent consideration for the Leased premises from 12:01 a.m. **October 1, 2025**, through 11:59 p.m. **September 30, 2035**, the mutually agreed upon quid-pro-quo supporting Lessor's Emergency 911-Dispatch operations.

5.6 - Deleted, Not Applicable

5.7 - Deleted, Not Applicable

5.8 - Deleted, Not Applicable

5.9 - Deleted, Not Applicable

5.10 - Deleted, Not Applicable

5.11 - Deleted, Not Applicable

5.12 - Deleted, Not Applicable

5.13 - Reserved

5.14 - Reserved

5.15 - Deleted, Not Applicable

5.16 - Deleted, Not Applicable

5.17 - Deleted, Not Applicable

5.18 - Deleted, Not Applicable

#### **ARTICLE VI - Deleted, Not Applicable**

#### **ARTICLE VII - EMINENT DOMAIN/CONDEMNATION**

7.1 - The Lessor shall notify the Lessee within ten (10) days of the commencement of eminent domain/condemnation proceedings against the Leased land described in paragraphs 2.1 and 2.2 by a public agency authorized by law to condemn property. The Lessor shall timely notify the Lessee of the Lessor's intent to contest eminent domain/condemnation proceedings. The Lessor shall notify the Lessee within ten (10) days of acquisition by eminent domain/condemnation of the Leased land described in paragraphs 2.1 and 2.2 by a public agency.

7.2 - If a total taking of the Leased land by any public authority under the power of eminent domain/condemnation occurs, then the term of this Lease shall cease as of the day of possession and the rent shall be paid up to that day with a proportionate refund by the Lessor of such rent as may have been paid in advance for a period subsequent to the date of the taking. This covenant is cross referenced in Article XI.

7.3 - If a partial taking of the Leased land by any public authority under eminent domain/condemnation occurs, the Lessee shall have the right either to terminate this Lease and declare same null and void, or, subject to the Lessor's right of termination as set forth below, to

continue in possession of the remainder of the Leased land, and shall notify the Lessor in writing within ten (10) days after such taking of the Lessee's intention. In the event the Lessee elects to remain in possession, all of the terms herein provided shall continue in effect.

7.4 - If more than fifty (50%) percent of the Leased land are taken under the power of eminent domain/condemnation, the Lessor may, by written notice to the Lessee delivered on or before the date of surrendering possession to the public authority, terminate this Lease.

7.5 - All damages awarded for either a total or partial taking under the power of eminent domain/condemnation, of the Leased land, including fee title, described in paragraphs 2.1 and 2.2 shall belong to and be the property of the Lessor, except damages awarded as compensation for diminution in value to the leasehold interest which shall belong to and be the property of the Lessee. The Lessee shall be entitled to all damages and costs flowing from its loss of the leasehold interest including, but not limited to, loss of the value of the remaining terms of the Lease, the economic value of the Lease, depreciation and cost of removal of the Lessee's supplies and fixtures, and relocation cost.

#### **ARTICLE VIII - ESTOPPEL**

8.1 - The Lessee shall, within fourteen (14) days of receipt of a request by the Lessor, pursuant to paragraph 12.1, certify, to the extent the Lessee believes the information to be true and deliver to the Lessor an executed estoppel certificate (Enclosure "D"). The Lessee's failure to deliver such statement shall be conclusive upon the Lessee that:

- a) This Lease is in full force and effect without modification except as may be represented by the Lessor,
- b) There are no uncured defaults in the Lessor's performance,
- c) Not more than one (1) month's rent has been paid in advance.

#### **ARTICLE IX - Reserved**

#### **ARTICLE X - LESSOR'S MORTGAGEE**

10.1 - For purposes of this Article, the term "Lessor's mortgagee" means any party of record holding a mortgage or deed of trust on the Leased land described in paragraphs 2.1 and 2.2, or any part thereof. The Lessor shall give the Lessee written notice that such party holds such lien or deed of trust, and written evidence of the date the mortgage or deed of trust was executed, together with notice of the address of Lessor's mortgagee. A lien held by a Lessor's mortgagee on the Leased land, or any portion thereof, is herein referred to as a "Lessor's mortgage".

10.2 - Pursuant to paragraph 10.1, the Lessor has disclosed all mortgages or deeds of trust affecting the Leased land set forth in paragraphs 2.1 and 2.2 which exist as of the execution date of this Lease. If a mortgage or deed of trust exists or existed, as of the execution date of the original Lease, the Lessor shall cause each mortgagee to execute in favor of the Lessee the Nondisturbance Agreement, attached as Enclosure "E", whereby said mortgagee agrees that it will not disturb the Lessee's tenancy in the event of foreclosure or other succession to the interest of the Lessor. Enclosure "E" shall be executed before this Lease becomes effective. Any mortgage is to be subordinate to this Lease, and any future amendment thereto unless specifically provided otherwise in writing.

10.3 - If the Leased land are at any time during the term of this Lease subject to a Lessor's mortgage, then, whenever the Lessee gives notice to the Lessor alleging default by the Lessor in performance of any covenant or obligation under this Lease, the Lessee shall simultaneously give a copy of such notice to the Lessor's mortgagee (at the address of the Lessor's mortgagee provided pursuant to paragraph 10.1). Lessor's mortgagee shall have the right (but not the obligation) to cure or remedy Lessor's default during the same time period that is permitted to the Lessor hereunder for the remedying or curing of such default. Lessee will accept such curative or remedial action taken by a Lessor's mortgagee with the same effect as if such action had been taken by the Lessor. Any claims for damages by the Lessee shall not be waived by the Lessor's mortgagee's corrective or remedial action.

10.4 - In the event that the Lessor's mortgagee of record (or any other party) shall acquire title to the Leased land or shall succeed to the Lessor's interest in this Lease, whether through foreclosure of the Lessor's mortgage, conveyance in lieu of foreclosure, or otherwise (collectively, a "foreclosure"), the Lessor's mortgagee (or other such party) shall thereupon, and without the necessity of attornment or other act or agreement, be substituted as the Lessee's landlord under this Lease, and shall be subject to the obligations thereof. The rights acquired by the Lessor's mortgagee are subordinate to this Lease and all of the Lessee's rights under the Lease continue undisturbed.

#### ARTICLE XI - CANCELLATION

11.1 - This Lease may be cancelled by the Lessee during any period of possession if the Lessor is notified in writing at least **ninety (90)** days prior to the effective date of cancellation.

##### 11.2 - Deleted, Not Applicable

11.3 - This Lease may be cancelled by the Lessee provided the Lessor is notified in writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur:

a) The Lessor or any subcontractor, manufacturer or supplier of the Lessor appears in the register compiled by the State of Michigan pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.* (Employers Engaging in Unfair Labor Practices Act).

b) The Lessor or any subcontractor, manufacturer or supplier of the Lessor is found guilty of discrimination, pursuant to 1976 PA 453, as amended, MCL 37.2101 *et seq.* (Elliott-Larsen Civil Rights Act); or 1976 PA 220, as amended, MCL 37.1101 *et seq.* (Persons with Disabilities Civil Rights Act). This covenant is cross referenced in Article III.

##### c) Deleted, Not Applicable

d) The Leased land are taken for a public purpose by eminent domain/condemnation proceedings by a governmental unit. This covenant is cross referenced in Article VII.

e) The Lessee's use of the Leased land is in violation of local adopted ordinance, or recorded deed restrictions.

f) The Lessee acquires fee title to the Leased land in paragraphs 2.1 and 2.2. This covenant is cross referenced in Article VI.

g) The Lessor fails to maintain the Leased land in a tenantable condition, described in and subject to the notice provision in paragraph 3.1(s). The Lessee shall provide detailed written notice to the Lessor, of not less than thirty (30) days, to correct defaults. **Additional time to cure any defects may be allowed at the Lessee's sole discretion, if the Lessor proceeds with due diligence both during and after such thirty (30) day period.**

h) The Lessor fails to repair or restore the Leased land for damage.

i) Deleted, Not Applicable

j) Damage or destruction is so extensive as to constitute a total destruction of the Leased land or State structures upon the land.

11.4 - This Lease may be cancelled by the Lessor if the Lessee is notified in writing at least sixty (60) days prior to the effective date of cancellation and any one of the following occur:

a) The Leased land is taken by eminent domain/condemnation proceeding, as referenced in Article VII.

#### ARTICLE XII - NOTICE, APPLICATION, AND APPROVALS

12.1 - Any notice to Lessee required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail return receipt request, or by a nationally recognized overnight delivery service. Unless either party notifies the other in writing of a different mailing address, notice to the Lessor and/or Lessee shall be transmitted to:

Lessor	Lessee
Ms. Rachel Frisch County of Otsego	Robert M. Burns, Director, Real Estate Division Michigan Department of Technology, Management & Budget
225 West Main Gaylord, Michigan 49735	<u>For private carrier delivery:</u> 3111 W. St. Joseph Street Lansing, MI 48917
	<u>For U.S. Postal service delivery:</u> P.O. Box 30026 Lansing, MI 48909
E-mail: rfrisch@otsegocountymi.gov Telephone: 989-731-7520	<b>Copy to Michigan State Police</b> Kathleen Fay Department of Service Division, Management Services P.O. Box 30634 Lansing, MI 48909
	<b>Copy to Department of Technology, Management &amp; Budget</b> Troy Spitzley, Facilities Specialist 3111 W. St. Joseph Street Lansing, MI 48917

The notice shall be deemed effective as of Noon, Eastern Time on either (i) the third business day following the date of mailing, if transmitted by mail or (ii) the date on which the noticed party receives or refuses receipt of the notice, if transmitted by personal delivery, or a nationally

recognized overnight delivery service. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or successor agency, performing such function shall be conclusive evidence of the date of mailing.

12.2 - This Lease shall be interpreted in accordance with the laws of the State of Michigan.

12.3 - This Lease shall be binding upon and to the benefit of the heirs, executors, administrators, and assigns of the Lessor; and upon and to the benefit of the assignees and sublessees of the Lessee.

12.4 - This Lease shall not be binding or effective on either party until approved (and notarized as necessary) by the Lessor, Lessee, Department of the Attorney General, Department of Technology, Management & Budget, Building Committee of the State Administrative Board, and the State Administrative Board. If this Lease or any subsequent amendments to it fall within the requirements of 1984 PA 431, as amended, MCL 18.1101 *et seq.* (Management and Budget Act), this Lease and any subsequent amendments to it shall also require approval of the Joint Capital Outlay Subcommittee of the Legislature.

12.5 - This Lease supersedes and cancels a Lease between Lessor and Lessee, which was approved by the State Administrative Board, Item #10, on **September 27, 2005**, between **Otsego County**, as Lessor, and the State of Michigan, Department of **Michigan State Police**, as Lessee, for a **Land Lease** located at **580 South Otsego Avenue (Old US 27), Gaylord, Michigan**, consisting of **approximately One Half (1/2) acre of land**, which is a part of the Leased premises herein described, which said Lease shall be null and void when this Lease becomes effective.

12.6 - Should any provision of this Lease or any addenda thereto be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.

12.7 - This Lease, with all enclosures and attachments as listed below, constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed, as under paragraph 12.4.

12.8 - Electronic Funds Transfer (EFT): Public Act 533 of 2004 requires that payments under this Lease be processed by electronic funds transfer (EFT). Lessor is required to register to receive payments by EFT at the SIGMA Vendor Self Service website ([www.michigan.gov/sigmavss](http://www.michigan.gov/sigmavss)) or by calling (888) 734-9749.

\*\*\*\*\*

Enclosure "A" - 1 page, floor plan/site plan

Enclosure "B" - 3 pages, legal description

Enclosure "C" - Deleted, Not Applicable

Enclosure "C-1" - Deleted, Not Applicable

Enclosure "D" - 1 page, estoppel

Enclosure "E" - 2 pages, Nondisturbance Agreement

Enclosure "F" - Deleted, Not Applicable

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessor:

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

Print Name:  
Title:

State of Michigan, County of \_\_\_\_\_.

The forgoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,

2018, by \_\_\_\_\_  
Type or print name(s) of person(s) signing this document

the \_\_\_\_\_ for the \_\_\_\_\_,

of \_\_\_\_\_, Michigan Municipal Corporation.

\_\_\_\_\_, Notary Public in the County of \_\_\_\_\_.

Acting in the County of \_\_\_\_\_, State of Michigan.

My commission expires \_\_\_\_\_.

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee:

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

Print Name:

Title:

State of Michigan, County of \_\_\_\_\_.

The forgoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_,

2018, by \_\_\_\_\_ the \_\_\_\_\_  
Type or print name(s) of person(s) signing this document

for the Michigan State Police

\_\_\_\_\_, Notary Public in the County of \_\_\_\_\_.

Acting in the County of \_\_\_\_\_, State of Michigan.

My commission expires \_\_\_\_\_.

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee:

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

Robert M. Burns  
Director, Real Estate Division  
Department of Technology, Management & Budget

State of Michigan, County of \_\_\_\_\_

The forgoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Robert M. Burns, Director of the Real Estate Division of the Michigan Department of Technology, Management & Budget.

\_\_\_\_\_, Notary Public in the County of \_\_\_\_\_.

Acting in the County of \_\_\_\_\_, State of Michigan.

My commission expires \_\_\_\_\_.

This Lease has been approved as to legal form by the Michigan Attorney General \_\_\_\_\_

This Lease was approved by the Michigan State Administrative Board on

Item #

Form Updated: 04-21-2011

Enclosure "D" to Lease #11031-2016 by and between County of Otsego, as Lessor and the State of Michigan for the Michigan State Police, as Lessee.

**SAMPLE ESTOPPEL CERTIFICATE**

Date

Lessor Name/Mailing Address

Attn: Name of Lessor

Subject: Department of XXXXXXXXXXXX, Located at 1445 XXXXXXXXXXXX Avenue, Anytown, Michigan (#1234)

A review of the lease between XXXXXXXXXXXXXXXXXXXX and the State of Michigan for the above facility has been requested. Information obtained from this review might be used in negotiations for a possible change in ownership or financing of the facility.

The undersigned [is/is not] in possession as a tenant of certain rental space situated at [address of premises], Michigan, consisting of x,xxx square feet of [office/ warehouse/ residential/ (other)] space with a monthly rental of \$xx,xxx.xx. In connection therewith, the undersigned represents as follows:

The Leased premises [are/ will be] occupied pursuant to a certain written Lease dated [month/ day/ year] between the State of Michigan, as Lessee and [Lessor's name], a [corporation/ partnership/ trust/ estate etc.] as Lessor. Such Lease is presently in full force and effect [and has been amended "x" times].

The term of possession provided in the Lease [commenced/ commences] on [month/ day/ year] and expires on [month/ day/ year]. Renewal options are provided which can be exercised to extend possession to [month/ day/ year]. [Actual possession took place on [month/ day/ year] at which time rental payments started]. [An agreement [was/ was not] written to change the Lease dates to coincide with the date of possession].

This Lease [may] contain(s) a [lump-sum/ rental rate] adjustment clause for [liability insurance/ real property taxes/ other].

The undersigned [has/ has not] accepted possession of the Leased premises. Obligations or improvements required by the terms of said Lease, to be furnished or made by the Lessor to the premises, have been completed to date to the satisfaction of the undersigned with the exception of the following items:

1. [items listed here], 2. etc., and 3., etc.

The most recent rent paid to the Lessor or Lessor's agent was for the month of XXXXX; no rent has been paid more than thirty days in advance of its due date. There is no security deposit. The last payment of its proportionate share of real property taxes and insurance was made by the undersigned to the Lessor on [month/ day/ year] as a part of the regular monthly rental payment; no such payment has been made more than thirty days in advance of its due date.

The State [pays utilities directly with the exception of water and sewer service; proportional payment for water and sewer service made directly to the Lessor upon presentation of a billing document from the city. Common area expenses are paid as a part of the monthly rental].

The undersigned knows of no default or breach of the Lease by either the Lessor or State except obligations or improvements listed above - if any. The Lessor holds no deposit or other property of the State. There are no offsets, claims, or rent deductions except those which might be made by the State by its Department of XXXXXXXXXXXX. The Lessor should contact [name of State agency contact person] for information about rent deductions. The Lease (as amended) represents the entire agreement between the parties as to the Leased premises.

Sincerely,  
Robert M. Burns  
Director, Real Estate Division

XXX:xxx cc: Department contact person

Enclosure "E" to Lease #11031-2016 by and between County of Otsego, as Lessor and the State of Michigan for the Michigan State Police, as Lessee.

SAMPLE NONDISTURBANCE AGREEMENT

This Agreement between \_\_\_\_\_, hereinafter called "Mortgagee," the State of Michigan by the Department of Technology, Management & Budget for the Department of \_\_\_\_\_, hereinafter called "Lessee," and \_\_\_\_\_, hereinafter called "Lessor," which terms "Lessor," "Lessee," and "Mortgagee" shall include the successors and assigns of the respective parties.

THE FOLLOWING is a recital of facts underlying this Agreement:

By State Lease #\*\*\*\*\*, [as amended], which is by reference made a part of this Agreement (hereinafter the Lease), Lessor in consideration of the rents reserved therein, and of the terms, covenants, conditions, and agreements set forth in the Lease, has demised and let to Lessee, and Lessee has leased from Lessor, certain premises described in Lease paragraphs 2.1 and 2.2, located in \_\_\_\_\_, for an original term extending until (date), and for any exercised extensions.

Mortgagee is the holder of a mortgage made by (name of Lessor), dated \_\_\_\_\_ which mortgage covers the real property described in Lease paragraphs 2.1 and 2.2 and buildings thereon, and other property, rights, franchises and privileges more particularly described in the Mortgage (which collectively are herein called the "Mortgaged Property").

Lessor is the owner and holder of title to the Mortgaged Property.

Mortgagee shall recognize Lessee's rights under the Lease in the event of a foreclosure of Mortgagee's lien.

The parties agree as follow:

So long as Lessee is not in default (beyond any period given Lessee to cure such default) in the payment of rent or additional rent, or the performance of any other terms, covenants, or conditions of the Lease, Lessee's possession under the Lease and Lessee's rights and privileges thereunder, or under any extensions or renewals thereof that may be affected in accordance with any option contained in the Lease, shall not be diminished or interfered with by Mortgagee. (The term "Mortgagee" shall include any purchaser at a foreclosure sale). Lessee's occupancy shall not be disturbed by Mortgagee during the term of this Lease or any extensions or renewals thereof.

As indicated in Lease Article X, when Mortgagee is substituted as the Lessee's Lessor, Mortgagee is subject to the obligation of the Lease including any amendments to the Lease. It is the intention of the parties hereto to incorporate the Lease into this Agreement by reference with the same force and effect as if set forth fully verbatim herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Lessee: State of Michigan

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

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

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

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

\*State of Michigan, County of \_\_\_\_\_

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_, State of Michigan.

\* \_\_\_\_\_, Notary Public in the County of \_\_\_\_\_,

Notary signature

\* Acting in the County of \_\_\_\_\_, State of Michigan. My Commission expires: \_\_\_\_\_

Enclosure "E" page 2 of 2

Lessor:

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

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

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

\*State of Michigan, County of \_\_\_\_\_

\* Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_  
Name of Lessor

| the \_\_\_\_\_ of \_\_\_\_\_

\* \_\_\_\_\_, Notary Public in the County of \_\_\_\_\_

\* Notary signature

\* Acting in the County of \_\_\_\_\_, State of Michigan.

| My Commission expires: \_\_\_\_\_

Mortgagee: \_\_\_\_\_

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

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

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

\*State of Michigan, County of \_\_\_\_\_

\* Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_  
Name of Mortgagee

| the \_\_\_\_\_ of \_\_\_\_\_

\* \_\_\_\_\_, Notary Public in the County of \_\_\_\_\_

\* Notary signature

\* Acting in the County of \_\_\_\_\_, State of Michigan.

| My Commission expires: \_\_\_\_\_

Permit Application Fee 35.00

For Building Permits:

ICC Fee Schedule and type of construction is used for all permits.

Electrical, Mechanical and Plumbing Permits are calculated based upon the itemized permit applications.

Deck	.01 times the sq ft of project	
Porch	.10 times the sq ft of project	
Demolition (eliminated \$100 fees)	Permit Application Fee of \$35.00	
For projects not involving a square footage calculation		\$50.00
Residential Plan Reviews		15% of Permit Fee
Commercial Plan Reviews	.0015 times the value of the project	
Inspections		\$50.00 per inspection

**Planning & Zoning Fees:**

Zoning Permits:

Application Fee	\$35.00
Single Family Dwelling	\$45.00
Residential Addition	\$45.00
Accessory buildings	\$45.00
Decks and Porches	\$0.00
Non-residential Signs	\$45.00
Residential Signs	No charge
Shoreland Permits	\$100.00
Sheds less than 200 sf	\$35.00
Fences	\$0.00
Camping Trailers	<del>\$35.00</del> \$0.00
Home Occupations	\$30.00
Zoning Re-Inspection Fee (additional inspections)	\$50.00

Commercial Site Plan Review - In-house \$100.00

Land Divisions:

Hayes, Livingston & Chester Twps.	\$100.00
Bagley, Corwith, Doyer, Elmira & Otsego Lake Twps.	\$25.00

Planning Commission Permits:

Site Plan Review	\$500.00
Special Use Permit	\$700.00
Rezoning Request	\$700.00

Planning Commission Permits: (When Special Meeting is Required)

Site Plan Review	\$950.00
Special Use Permit	\$950.00
Rezoning Request: (1 to 5 parcels)	\$950.00
Rezoning Request: (6 to 10 parcels)	\$1,050.00
Rezoning Request: (11 or more parcels)	\$1,150.00

Zoning Board of Appeals Hearings:

Variance Request	\$400.00
Appeal-Interpretation	\$400.00

Zoning Board of Appeals Hearings: (When Special Meeting is Required)



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**FUND/DEPARTMENT:** ROD Automation

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** Technology Upgrades

**REVENUE**

Account Number	Decrease	Increase
256-050-400.001 Budgeted Use of Fund Balance	\$	\$ 10,000
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
256-215-726.000 Supplies - General	\$ 10,000	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$ 10,000	\$ 10,000

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**

Page 1 of 2

**FUND/DEPARTMENT:** Building Inspection

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** Wage adjustment

**REVENUE**

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

**EXPENDITURE**

Account Number	Increase	Decrease
249-371-703.030 Regular - Hourly	\$ 38,422	\$
249-371-703.060 Part-time/Temporary	\$ 8,107	\$
249-371-704.110 Hospitalization	\$ 12,184	\$
249-371-704.140 Life and Disability	\$ 393	\$
249-371-704.200 Social Sec Contributions	\$ 3,200	\$
249-371-704.300 Retirement Contributions	\$ 6,746	\$
<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**

Page 2 of 2

**FUND/DEPARTMENT:** Building Inspection

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** Wage adjustment

**REVENUE**

Account Number	Decrease	Increase
249-050-400.001 Budgeted Use of Fund Balance	\$	\$ 15,604
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
249-371-704.301 Post Emplmt Hlth Care Savings	\$ 400	\$
249-371-704.500 Unemployment Compensation	\$ 600	\$
249-371-704.600 Workers Compensation	\$ 291	\$
249-371-801.026 Professional - Electrical Inspections	\$	\$ 27,320
249-371-801.027 Professional - Mechanical Inspections	\$	\$ 27,419
	\$	\$
<b>Total</b>	\$ 70,343	\$ 70,343

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

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

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

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

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

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



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**FUND/DEPARTMENT:** Bus

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** Bus Garage Lights

**REVENUE**

Account Number	Decrease	Increase
588-030-676.040 Reimbursement - General	\$	\$ 2,202
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
588-699-704.110 Hospitalization	\$	\$ 1,406
588-699-726.050 Repairs and Maint Supplies	\$ 3,608	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$ 3,608	\$ 3,608

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

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

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

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

**PROPOSED BUDGET AMENDMENT FOR FISCAL YEAR 2017 ENDING BALANCES  
PERIOD ENDING 12/31/2017**

GL NUMBER	DESCRIPTION	2017		AVAILABLE BALANCE	PROPOSED AMENDMENT
		AMENDED BUDGET	YTD BALANCE 12/31/2017		
<b>Fund 101 - GENERAL FUND</b>					
<b>Dept 101 - COMMISSIONERS</b>					
101-101-704.110	HOSPITALIZATION				(8,035.00)
101-101-703.040	PER DIEM	28,750.00	30,782.00	(2,032.00)	2,035.00
101-101-704.700	PAYMENTS IN LIEU OF INSURANCE	0.00	6,000.00	(6,000.00)	6,000.00
<b>Total Dept 101 - COMMISSIONERS</b>		<b>28,750.00</b>	<b>36,782.00</b>	<b>(8,032.00)</b>	<b>0.00</b>
<b>Dept 131 - CIRCUIT COURT</b>					
101-131-704.110	HOSPITALIZATION				(1,620.00)
101-131-703.020	REGULAR - SALARIED	156,099.00	157,714.40	(1,615.40)	1,620.00
<b>Total Dept 131 - CIRCUIT COURT</b>		<b>156,099.00</b>	<b>157,714.40</b>	<b>(1,615.40)</b>	<b>0.00</b>
<b>Dept 215 - COUNTY CLERK/ROD</b>					
101-215-703.060	PART-TIME/TEMPORARY				(4,680.00)
101-215-704.110	HOSPITALIZATION	48,082.00	52,758.24	(4,676.24)	4,680.00
<b>Total Dept 215 - COUNTY CLERK/ROD</b>		<b>48,082.00</b>	<b>52,758.24</b>	<b>(4,676.24)</b>	<b>0.00</b>
<b>Dept 228 - INFORMATION TECHNOLOGY</b>					
101-228-726.000	SUPPLIES - GENERAL				(332.00)
101-228-704.301	POST EMPLMT HLTH CARE SAVINGS	(332.00)	0.00	(332.00)	332.00
<b>Total Dept 228 - INFORMATION TECHNOLOGY</b>		<b>(332.00)</b>	<b>0.00</b>	<b>(332.00)</b>	<b>0.00</b>
<b>Dept 257 - EQUALIZATION</b>					
101-257-703.030	REGULAR - HOURLY				(49,710.00)
101-257-703.020	REGULAR - SALARIED	0.00	48,283.90	(48,283.90)	48,285.00
101-257-704.600	WORKERS COMPENSATION	1,160.00	2,582.93	(1,422.93)	1,425.00
<b>Total Dept 257 - EQUALIZATION</b>		<b>1,160.00</b>	<b>50,866.83</b>	<b>(49,706.83)</b>	<b>0.00</b>
<b>Dept 301 - SHERIFF</b>					
101-301-704.110	HOSPITALIZATION				(5,055.00)
101-301-703.070	OVERTIME	17,000.00	20,611.75	(3,611.75)	3,615.00
101-301-704.301	POST EMPLMT HLTH CARE SAVINGS	2,700.00	4,136.24	(1,436.24)	1,440.00
<b>Total Dept 301 - SHERIFF</b>		<b>19,700.00</b>	<b>24,747.99</b>	<b>(5,047.99)</b>	<b>0.00</b>
<b>Dept 302 - SHERIFF - CIVIL DIVISION</b>					
101-302-703.030	REGULAR - HOURLY				(22,211.00)
101-302-704.110	HOSPITALIZATION				(425.00)
101-302-703.060	PART-TIME/TEMPORARY	27,054.00	47,547.14	(20,493.14)	20,495.00
101-302-703.070	OVERTIME	0.00	78.08	(78.08)	80.00
101-302-704.200	SOCIAL SEC CONTRIBUTIONS	2,070.00	3,594.27	(1,524.27)	1,526.00
101-302-704.500	UNEMPLOYMENT COMPENSATION	300.00	405.20	(105.20)	110.00
101-302-704.600	WORKERS COMPENSATION	700.00	1,122.96	(422.96)	425.00
<b>Total Dept 302 - SHERIFF - CIVIL DIVISION</b>		<b>30,124.00</b>	<b>52,747.65</b>	<b>(22,623.65)</b>	<b>0.00</b>
<b>Dept 331 - MARINE SAFETY</b>					

<del>101-301-704.110</del> HOSPITALIZATION				(1,880.00)
101-331-703.060 PART-TIME/TEMPORARY	4,256.00	5,852.29	(1,596.29)	1,600.00
101-331-703.070 OVERTIME	0.00	156.16	(156.16)	160.00
101-331-704.200 SOCIAL SEC CONTRIBUTIONS	331.00	448.54	(117.54)	120.00
Total Dept 331 - MARINE SAFETY	4,587.00	6,456.99	(1,869.99)	0.00

**Dept 332 - MOTORCYCLE SAFETY EDUCATION**

101-332-726.000 SUPPLIES - GENERAL				(70.00)
101-332-930.100 INSURANCE AND BONDS	1,638.00	1,706.36	(68.36)	70.00
Total Dept 332 - MOTORCYCLE SAFETY EDUCATION	1,638.00	1,706.36	(68.36)	0.00

**Dept 333 - SNOWMOBILE GRANT**

101-333-703.060 PART-TIME/TEMPORARY				(1,030.00)
101-333-703.070 OVERTIME	(500.00)	528.06	(1,028.06)	1,030.00
Total Dept 333 - SNOWMOBILE GRANT	(500.00)	528.06	(1,028.06)	0.00

**Dept 334 - SECONDARY ROAD PATROL**

<del>101-301-704.110</del> HOSPITALIZATION				(5,760.00)
101-334-703.030 REGULAR - HOURLY	49,190.00	51,328.44	(2,138.44)	2,140.00
101-334-704.110 HOSPITALIZATION	4,653.00	6,065.30	(1,412.30)	1,415.00
101-334-704.300 RETIREMENT CONTRIBUTIONS	15,841.00	17,063.14	(1,222.14)	1,225.00
101-334-930.660 GASOLINE	6,285.00	7,263.00	(978.00)	980.00
Total Dept 334 - SECONDARY ROAD PATROL	75,969.00	81,719.88	(5,750.88)	0.00

**Dept 351 - JAIL**

101-351-704.110 HOSPITALIZATION				(25,125.00)
101-351-703.070 OVERTIME	35,000.00	48,778.86	(13,778.86)	13,780.00
101-351-704.200 SOCIAL SEC CONTRIBUTIONS	37,483.00	41,546.94	(4,063.94)	4,065.00
101-351-704.300 RETIREMENT CONTRIBUTIONS	55,934.00	61,144.40	(5,210.40)	5,215.00
101-351-704.800 SICK PAY BUY OUT	3,500.00	5,560.73	(2,060.73)	2,065.00
Total Dept 351 - JAIL	131,917.00	157,030.93	(25,113.93)	0.00

**Dept 631 - SUBSTANCE ABUSE**

<del>101-853-940.110</del> HEALTHCARE RETIREES				(4,020.00)
101-631-940.010 OUTSIDE CONTRACTED SERVICES	78,421.00	82,437.48	(4,016.48)	4,020.00
Total Dept 648 - SUBSTANCE ABUSE	78,421.00	82,437.48	(4,016.48)	0.00

**Dept 648 - MEDICAL EXAMINER**

<del>101-853-940.110</del> HEALTHCARE RETIREES				(4,885.00)
101-648-704.400 EDUCATION AND TRAINING				(500.00)
101-648-726.000 SUPPLIES - GENERAL				(61.00)
101-648-726.046 SUPPLIES - UNIFORM/ACC				(800.00)
101-648-801.020 PROFESSIONAL				(250.00)
101-648-920.400 REPAIRS AND MAINTENANCE SVCS				(51.00)
101-648-930.210 TELEPHONE				(329.00)
101-648-930.460 TRANSPORTING				(2,868.00)
101-648-930.500 TRAVEL				(207.00)
101-648-930-.660 GASOLINE				(219.00)
101-648-930.920 AUTOPSIES	16,500.00	26,667.00	(10,167.00)	10,170.00
Total Dept 648 - MEDICAL EXAMINER	16,500.00	26,667.00	(10,167.00)	0.00

**Dept 721 - PLANNING / ZONING**

101-853-940.110	HEALTHCARE RETIREES				(1,473.00)
101-721-704.110	HOSPITALIZATION				(6,200.00)
101-721-703.010	REG EMP - DEPT DIR/COMM				(2,570.00)
101-721-703.040	PER DIEM				(1,000.00)
101-721-930.600	MEMBERSHIP AND DUES				(80.00)
101-721-930.500	TRAVEL				(205.00)
101-721-930.450	SHIPPING AND MAILING				(65.00)
101-721-920.400	REPAIRS AND MAINTENANCE SVCS				(200.00)
101-721-726.200	BOOKS AND PERIODICALS				(345.00)
101-721-726.000	SUPPLIES - GENERAL				(142.00)
101-721-704.500	UNEMPLOYMENT COMPENSATION				(205.00)
101-721-704.301	POST EMPLT HLTH CARE SAVINGS				(170.00)
101-721-704.300	RETIREMENT CONTRIBUTIONS				(200.00)
101-721-704.140	LIFE AND DISABILITY				(200.00)
101-721-703.030	REGULAR - HOURLY	25,715.00	26,223.24	(508.24)	510.00
101-721-703.070	OVERTIME	200.00	1,657.18	(1,457.18)	1,460.00
101-721-801.020	PROFESSIONAL	1,978.91	13,064.00	(11,085.09)	11,090.00
<b>Total Dept 721 - PLANNING / ZONING</b>		<b>27,893.91</b>	<b>40,944.42</b>	<b>(13,050.51)</b>	<b>0.00</b>

**FUND 205 - WORK CAMP**

205-301-704.110	HOSPITALIZATION				(5,385.00)
205-301-704.300	RETIREMENT CONTRIBUTIONS				(580.00)
205-301-704.301	POST EMPLMT HLTH CARE SAVINGS				(300.00)
205-301-703.030	REGULAR - HOURLY	27,624.00	29,592.74	(1,968.74)	1,970.00
205-301-703.070	OVERTIME	0.00	2,179.45	(2,179.45)	2,180.00
205-301-704.200	SOCIAL SEC CONTRIBUTIONS	4,843.00	5,351.14	(508.14)	510.00
205-301-704.800	SICK PAY BUY OUT	0.00	776.72	(776.72)	780.00
205-301-930.100	INSURANCE AND BONDS	0.00	823.00	(823.00)	825.00
<b>Total Dept 301 - SHERIFF</b>		<b>32,467.00</b>	<b>38,723.05</b>	<b>(6,256.05)</b>	<b>0.00</b>

**Fund 208 - PARKS AND RECREATION**

**Dept 751 - COUNTY PARKS**

208-751-703.060	PART-TIME/TEMPORARY				(1,280.00)
208-751-704.600	WORKERS COMPENSATION	2,173.00	3,448.51	(1,275.51)	1,280.00
<b>Total Dept 751 - COUNTY PARKS</b>		<b>2,173.00</b>	<b>3,448.51</b>	<b>(1,275.51)</b>	<b>0.00</b>

**Dept 752 - COMMUNITY CENTER**

208-752-930.660	GASOLINE				(635.00)
208-752-930.620	ELECTRICITY				(285.00)
208-752-930.610	NATURAL GAS				(535.00)
208-752-930.500	TRAVEL				(520.00)
208-752-930.450	SHIPPING AND MAILING				(90.00)
208-752-930.230	CELLULAR				(85.00)
208-752-930.210	TELEPHONE				(560.00)
208-752-930.100	INSURANCE AND BONDS				(892.00)
208-752-920.320	SNOW PLOWING				(160.00)
208-752-920.200	WATER /SEWAGE				(1,000.00)
208-752-801.020	PROFESSIONAL				(685.00)

208-752-726.050	REPAIRS AND MAINT SUPPLIES				(2,975.00)
208-752-726.040	SUPPLIES - RECREATIONAL				(270.00)
208-752-726.035	SUPPLIES - MEDICAL/PHARMACY				(580.00)
208-752-726.025	SUPPLIES - JANITORIAL				(530.00)
208-752-726.000	SUPPLIES - GENERAL				(605.00)
208-752-703.060	PART-TIME/TEMPORARY	5,967.00	13,293.38	(7,326.38)	7,330.00
208-752-704.200	SOCIAL SEC CONTRIBUTIONS	4,636.00	5,480.11	(844.11)	845.00
208-752-704.300	RETIREMENT CONTRIBUTIONS	9,662.00	11,517.34	(1,855.34)	1,860.00
208-752-704.600	WORKERS COMPENSATION	2,388.00	2,757.15	(369.15)	372.00
Total Dept 752 - COMMUNITY CENTER		22,653.00	33,047.98	(10,394.98)	0.00

**Fund 209 - GROEN NATURE PRESERVE FUND**

**Dept 751 - COUNTY PARKS**

209-751-703.060	PART-TIME/TEMPORARY				(3,550.00)
209-751-703.020	REGULAR - SALARIED	0.00	1,545.00	(1,545.00)	1,550.00
209-751-703.070	OVERTIME	300.00	2,271.25	(1,971.25)	2,000.00
Total Dept 751 - COUNTY PARKS		300.00	3,816.25	(3,516.25)	0.00

**Fund 212 - ANIMAL CONTROL**

**Dept 430 - ANIMAL CONTROL**

212-430-703.010	REG EMP - DEPT DIR/COMM				(1,755.00)
212-430-703.050	LONGEVITY				(385.00)
212-430-704.500	UNEMPLOYMENT COMPENSATION				(635.00)
212-430-704.700	PAYMENT IN LIEU OF INSURANCE				(1,845.00)
212-430-726.000	SUPPLIES - GENERAL				(600.00)
212-430-726.035	SUPPLIES - MEDICAL/PHARMACY				(875.00)
212-430-726.046	SUPPLIES - UNIFORM/ACC				(635.00)
212-430-726.050	REPAIRS AND MAINT SUPPLIES				(680.00)
212-430-930.100	INSURANCE AND BONDS				(410.00)
212-430-703.060	PART-TIME/TEMPORARY	12,833.00	13,401.34	(568.34)	570.00
212-430-704.110	HOSPITALIZATION	42,739.00	49,987.46	(7,248.46)	7,250.00
Total Dept 430 - ANIMAL CONTROL		55,572.00	63,388.80	(7,816.80)	0.00

**Fund 249 - BUILDING INSPECTION FUND**

**Dept 371 - BUILDING INSPECTION DEPT**

249-371-704.110	HOSPITALIZATION				(9,870.00)
249-371-703.030	REGULAR - HOURLY	46,153.00	48,076.04	(1,923.04)	1,925.00
249-371-704.700	PAYMENTS IN LIEU OF INSURANCE	0.00	1,942.23	(1,942.23)	1,945.00
249-371-999.000	TRANSFER OUT	0.00	6,000.00	(6,000.00)	6,000.00
Total Dept 371 - BUILDING INSPECTION DEPT		46,153.00	56,018.27	(9,865.27)	0.00

**Fund 261 - 911 SERVICE FUND**

**Dept 427 - EMERGENCY SERVICES**

261-427-940.010	OUTSIDE CONTRACTED SERVICES				(999.00)
261-427-726.000	SUPPLIES - GENERAL				(108.00)
261-427-801.020	PROFESSIONAL				(43.00)
261-427-930.100	INSURANCE AND BONDS				(3.00)
261-427-930.210	TELEPHONE				(15.00)
261-427-930.230	CELLULAR				(147.00)

261-901-970.435	PROPERTY - MACHINERY & EQUIPMENT				(3,485.00)
261-427-920.410	SERVICE CONTRACTS	26,382.00	31,181.52	(4,799.52)	4,800.00
Total Dept 427 - EMERGENCY SERVICES		26,382.00	31,181.52	(4,799.52)	0.00

**Fund 281 - AIRPORT**

**Dept 537 - AIRPORT**

281-537-704.140	LIFE AND DISABILITY				(865.00)
281-537-704.500	UNEMPLOYMENT COMPENSATION				(310.00)
281-537-704.600	WORKERS COMPENSATION				(1,370.00)
281-537-726.000	SUPPLIES - GENERAL				(460.00)
281-537-726.050	REPAIRS AND MAINT SUPPLIES				(1,420.00)
281-537-801.020	PROFESSIONAL				(75.00)
281-537-930.150	SERVICE CHARGES	10,000.00	14,495.06	(4,495.06)	4,500.00
Total Dept 537 - AIRPORT		10,000.00	14,495.06	(4,495.06)	0

**Dept 906 - DEBT SERVICE**

281-537-801.020	PROFESSIONAL				(57.00)
281-906-990.201	INTEREST PAYMENT-INTERNAL LOAN	1,500.00	1,556.99	(56.99)	57.00
Total Dept 906 - DEBT SERVICE		1,500.00	1,556.99	(56.99)	0

**Fund 645 - ADMINISTRATIVE SERVICES**

**Dept 172 - COUNTY ADMINISTRATOR**

645-172-704.300	RETIREMENT CONTRIBUTIONS				(690.00)
645-172-703.010	REG EMP - DEPT DIR/COMM	123,373.00	124,055.52	(682.52)	690.00
Total Dept 172 - COUNTY ADMINISTRATOR		123,373.00	124,055.52	(682.52)	0.00

**YEAR END TRANSFERS**

101-966-999.000	APPROPRIATION - AIRPORT				(239,281.00)
101-215-607.200	FEE - TRANSFER TAX				30,905.00
101-215-607.210	FEE - RECORDING				68,271.00
101-215-626.012	SERVICE - ONLINE COPIES				4,603.00
101-010-411.000	DELINQUENT REAL PROPERTY TAXES				109,152.00
101-853-940.110	HEALTH CARE RETIREES				(10,845.00)
101-851-930.100	INSURANCE AND BONDS				(35,660.00)
101-729-930.600	MEMBERSHIP AND DUES				(1,283.00)
101-969-999.000	TRANSFER TO OTHER FUNDS				350,000.00
499-050-699.030	OTHER SOURCE - TRANSFERS				350,000.00
101-853-704.303	RETIREMENT CONTRIBUTIONS				150,000.00
499-901-970.300	PROPERTY - IMPROVEMENTS				350,000.00

**OTSEGO COUNTY ZONING ORDINANCE  
PROPOSED AMENDMENTS**

The following changes have been recommended by the Otsego County Planning Commission at their March 15, 2018 meeting:

**Article 21 Specific Requirements for Certain Uses**

**Home Occupation, Section 21.12**

The partial use of a home for commercial or nonresidential uses by a resident thereof, which is subordinate and incidental to the use of the dwelling for residential purposes.

**Restricted Uses, Section 21.34**

**Garbage, Section 21.34**

The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food. A self-contained compost pile is not considered garbage.

**Signs & Billboards, Section 21.38**

Any publicly displayed sign, symbol or notice on premises to indicate the name of the occupant, to advertise the business there transacted, or directing to some other locale, shall be regulated, and shall be regulated and shall require permits in accordance with the terms of the County Building Code.

**SECTION 21.12  
HOME OCCUPATION**

## **Section 21.12**

### **Home Occupation**

#### **Definitions:**

**Home Occupation:** The partial use of a home for commercial or nonresidential uses by a resident thereof, which is subordinate and incidental to the use of the dwelling for residential purposes.

#### **Section 21.12.01**

##### **Home Occupation**

A Home occupation shall be permitted in all zones, provided the home occupation is clearly and obviously subordinate to the main use or dwelling unit for residential purposes. Home occupations shall be conducted wholly within the primary structure on the premises.

#### **Section 21.12.02**

##### **Permit Required**

A Home Occupation Permit is required before any activity is initiated. A Home Occupation Application shall be submitted to the Zoning Administrator who may issue such permit when all applicable provisions of this Ordinance have been met and following approval by the proper body or official.

#### **Section 21.12.03**

##### **Home Occupation Regulations:**

- Section 21.12.03.01 A Home Occupation shall not employ more than one (1) person other than those related by blood, marriage or adoption.
- Section 21.12.03.02 A Home Occupation shall not exceed fifteen (15) percent of the floor area of the primary residential structure, which can include the attached garage.
- Section 21.12.03.03 A Home Occupation Inventory and supplies shall not occupy more than fifty (50) percent of the area permitted to be used as a home occupation.
- Section 21.12.03.04 A Home Occupation operational nuisances such as noise, vibration, fumes, smoke, odors, lighting, and related shall be strictly confined to the premises and no activity shall be visible or discernible from any adjoining street or property line.
- Section 21.12.03.05 A Home Occupation major activity shall be carried on indoors.
- Section 21.12.03.06 A Home Occupation shall have no exterior display or storage of goods on said premises.
- Section 21.12.03.07 A Home Occupation sales and services to patrons shall be arranged by appointment and scheduled so that not more than two (2) patron vehicles are on the premises at the same time.
- Section 21.12.03.08 A Home Occupation shall be limited to the hours (8 a.m. to 8 p.m.) to its patrons.
- Section 21.12.03.09 A Home Occupation shall provide three (3) additional parking spaces on the premises, except only two (2) need be provided if the home occupation does not have an employee.
- Section 21.12.03.10 A Home Occupation shall not generate greater traffic volumes than normally expected in a residential neighborhood. No additional on street parking demand shall be generated.
- Section 21.12.03.11 A Home Occupation may have One (1) non illuminated sign not to exceed 2 sq. ft. if it is attached to, and is parallel with the wall of the dwelling unit.
- Section 21.12.03.12 A Home Occupation use shall not take on the operational character of a business, industrial, industrial transit or institutional use in terms of parking, truck or commercial traffic, loading and unloading, and related activities.
- Section 21.12.03.13 A Home Occupation shall not make structural alterations which are architecturally at variance with the residential dwelling or which cannot be readily and simply returned to residential use. Exterior alterations shall not be of a design to indicate or characterize the presence of a home occupation.

**Section 21.12**  
**Home Occupation**  
Current Language  
Proposed Language

**Proposed Language**

**Definitions:**

**Home Occupation:** The partial use of a home for commercial or nonresidential uses by a resident thereof, which is subordinate and incidental to the use of the dwelling for residential purposes.

**Proposed Language**

**Section 21.12.01**

**Home Occupation**

A Home occupation shall be permitted in all zoning districts, provided the home occupation is clearly and obviously subordinate to the main use or dwelling unit for residential purposes. Home occupations shall be conducted wholly within the primary structure on the premises.

**Current Language**

**SECTION 21.12 HOME OCCUPATION**

The Zoning Administrator shall provide home occupation applicant with a checklist showing which plot plan specifications of Section 25.3.3 need to be provided. Based on that application, the Zoning Administrator shall determine whether the home occupation meets the criteria of this Zoning Ordinance and if so, issue a permit.

**Proposed Language**

**Section 21.12.02**

**Permit Required**

A Home Occupation Permit is required before any activity is initiated. A Home Occupation Application shall be submitted to the Zoning Administrator who may issue such permit when all applicable provisions of this Ordinance have been met and following approval by the proper body or official.

**Section 21.12.03**

**Home Occupation Regulations:**

**Current Language**

Section: 21.12.1: Only those persons residing on the premises along with one outside employee shall engage in the occupation, which may be operated for gain.

**Proposed Language**

Section 21.12.03.01 A Home Occupation shall not employ more than one (1) person other than those related by blood, marriage or adoption.

**Proposed Language**

Section 21.12.03.02 A Home Occupation shall not exceed fifteen (15) percent of the floor area of the primary residential structure, which can include the attached garage.

Proposed Language

Section 21.12.03.03: A Home Occupation inventory and supplies shall not occupy more than fifty (50) percent of the area permitted to be used as a home occupation.

Current Language

21.12.3: All of the operational nuisances such as noise, vibration, fumes, smoke, odors, lighting, and related shall be strictly confined to the premises, and no activity shall be visible or discernible from any adjoining street or property line.

Proposed Language

Section 21.12.03.04: A Home Occupation operational nuisances such as noise, vibration, fumes, smoke, odors, lighting, and related shall be strictly confined to the premises and no activity shall be visible or discernible from any adjoining street or property line.

Current Language

Section 21.12.6: Major activity shall be carried on indoors. There shall be no visible outdoor storage.

Proposed Language

Section 21.12.03.05: A Home Occupation major activity shall be carried on indoors.

Section 21.12.03.06: A Home Occupation shall have no exterior display or storage of goods on said premises.

Proposed Language

Section 21.12.03.07: A Home Occupation sales and services to patrons shall be arranged by appointment and scheduled so that not more than two (2) patron vehicles are on the premises at the same time.

Current Language

Section 21.12.7: Business by customers shall be limited to the hours of eight (8) a.m. to eight (8) p.m.

Proposed Language

Section 21.12.03.08: A Home Occupation shall be limited to the hours (8 a.m. to 8 p.m.) to its patrons.

Section 21.12.03.09: A Home Occupation shall provide three (3) additional parking spaces on the premises, except only two (2) need be provided if the home occupation does not have an employee.

Current Language

21.12.5.1: No traffic generated by such home occupation shall be in greater volumes than normally expected in a residential neighborhood, and any need for parking shall be met off the street and other than in a required front yard, although vehicles may be parked in an existing driveway if it is of sufficient size. No additional on street parking demand shall be generated.

Proposed Language

Section 21.12.03.10: A Home Occupation shall not generate greater traffic volumes than normally expected in a residential neighborhood. No additional on street parking demand shall be generated.

Current Language

21.12.2: Signs should be avoided, but if deemed necessary, one (1) non illuminated sign not to exceed two (2) square feet in area may be approved and permitted if it is attached to, and is parallel with the wall of the dwelling unit.

Proposed Language

Section 21.12.03.11: A Home Occupation may have One (1) non illuminated sign not to exceed 2 sq. ft. if it is attached to, and is parallel with the wall of the dwelling unit.

**Current Language**

21.12.5: The use does not take on the operational character of a business, industrial, or institutional use in terms of parking, traffic (vehicular or pedestrian) loading and unloading, and related features.

**Proposed Language**

Section 21.12.03.12: A Home Occupation use shall not take on the operational character of a business, industrial, industrial transit or institutional use in terms of parking, truck or commercial traffic, loading and unloading, and related activities.

**Current Language**

21.12.4: Structural alterations which are architecturally at variance with the residential unit or which cannot be readily and simply returned to residential use shall be prohibited. Exterior alterations shall not be of a design to indicate or characterize the presence of a home occupation.

**Proposed Language**

Section 21.12.03.13: A Home Occupation shall not make structural alterations which are architecturally at variance with the residential dwelling or which cannot be readily and simply returned to residential use. Exterior alterations shall not be of a design to indicate or characterize the presence of a home occupation.

**SECTION 21.34  
RESTRICTED USES**

## **Section 21.34** **Restricted Uses**

### **Intent:**

This section shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. No parcel shall be used for the open or unenclosed storage, disposition, wrecking, dismantling, baling, salvaging, location, accumulation or abandonment, either temporarily or otherwise, of any discarded disused or dismantled vehicles, machinery, junk, or junked articles, or any parts thereof, unless located in a Zoning District that permits such use and a site plan has been approved by the Planning Commission.

### **Definitions:**

**Garbage:** The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food. A self-contained compost pile is not considered garbage.

**Junk:** Junk includes, but is not limited to, broken and/or inoperable machinery or vehicles, or parts relating to machinery or vehicles, or broken and unusable furniture, stove, refrigerators, or other appliances.

## **Section 21.34.01** **Exterior Property Areas**

### **Section 21.34.01.01**

#### **Sanitation**

Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition and shall be free from any accumulation of garbage and/or junk.

### **Section 21.34.01.02**

#### **Motor Vehicles**

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle for uses upon the highways or waterways of the State of Michigan shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled for a period of 48 continuous hours. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

#### **Exceptions**

1. A vehicle of any type is permitted to undergo major overhaul including body work, provided that such work is performed inside a structure.
2. One (1) unlicensed vehicle that is used for snow plowing purposes shall be permitted.
3. One (1) additional vehicle that is kept under cover in the rear or side yard so as to be inconspicuous to the public streets.
4. Agricultural Operations: Any vehicle or parts of vehicles that are part of a farm operation as defined by the Michigan Right to Farm Act, 1980 P.A. NO. 93, MCL 286.471, et.seq., and conducted in accordance with the State of Michigan's Generally Accepted Agricultural and Management Practices (GAAMPs) shall be exempt from the provisions of this Section 21.34 Restricted Uses.

**Section 21.34**  
**Restricted Uses**

Current Language  
Proposed Language

**Proposed Language**

**Intent:**

This section shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. No parcel shall be used for the open or unenclosed storage, disposition, wrecking, dismantling, baling, salvaging, location, accumulation or abandonment, either temporarily or otherwise, of any discarded disused or dismantled vehicles, machinery, junk, or junked articles, or any parts thereof, unless located in a Zoning District that permits such use and a site plan has been approved by the Planning Commission.

**Definitions:**

**Garbage:** The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food. A self-contained compost pile is not considered garbage.

**Current Language**

**Junk:** Junk includes, but is not limited to, broken and/or inoperable machinery or vehicles, or parts relating to machinery or vehicles, or broken and unusable furniture, stove, refrigerators, or other appliances.

**Section 21.34.01**  
**Exterior Property Areas**

**Current Language**

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

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

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

Proposed Language

Section 21.34.01.01

Sanitation

Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition and shall be free from any accumulation of garbage and/or junk.

Section 21.34.01.02

Motor Vehicles

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle for uses upon the highways or waterways of the State of Michigan shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled for a period of 48 continuous hours. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exceptions

1. A vehicle of any type is permitted to undergo major overhaul including body work, provided that such work is performed inside a structure.
2. One (1) unlicensed vehicle that is used for snow plowing purposes shall be permitted.
3. One (1) additional vehicle that is kept under cover in the rear or side yard so as to be inconspicuous to the public streets.

Current Language

4. Agricultural Operations: Any vehicle or parts of vehicles that are part of a farm operation as defined by the Michigan Right to Farm Act, 1980 P.A. NO. 93, MCL 286.471, et.seq., and conducted in accordance with the State of Michigan's Generally Accepted Agricultural and Management Practices (GAAMPs) shall be exempt from the provisions of this Section 21.34 Restricted Uses.

**SECTION 21.38**  
**SIGNS & BILLBOARDS**

**Section 21.38**  
**Signs and Billboards**

**Intent:**

The sign standards contained in this Ordinance are declared to be necessary to protect the general health, safety, and welfare of the citizens of Otsego County.

It is the intent of this regulation to insure a degree of standardization in signage throughout the county, to insure the safety of pedestrians and motorists who must drive or otherwise negotiate installed signage and motorists who depend on the visibility of a sign's message to safely arrive at an intended destination. Standardization will preserve the aesthetics, appearance and functionality of all installed signage.

Any publicly displayed sign, symbol or notice on premises to indicate the name of the occupant, to advertise the business there transacted, or directing to some other locale, shall be regulated as follows, and shall require permits in accordance with the terms of the County Building Code:

Sign plans shall be reviewed for approval, conditional approval or rejection by the Zoning Administrator. For disagreements with the rulings of the Zoning Administrator, the applicant may appeal to the Zoning Board of Appeals, who in such instances has final authority on the sign plan.

The standards in this Article are determined to be the minimum necessary to achieve the above stated purposes. Compliance with this Section does not relieve the applicant from the responsibility of compliance with other local, state or federal sign regulations, nor does the issuance of a Sign Permit grant permission to the applicant to place signs on any property, including road rights-of-way, other than property owned or otherwise legally under the control of the applicant. The issuance of a Sign Permit only assures the applicant that the sign meets the requirements of the County Zoning Ordinance.

**Section 21.38.01**  
**Signs Authorized and Requiring a Permit**

All applications for a Sign Permit shall first be submitted to the Zoning Administrator. Before any permit is granted for the erection of a sign or sign structure requiring such permit, construction documents shall be filed with the Zoning Administrator showing the dimensions, materials and required details of construction, including loads, stresses, anchorage and any other pertinent data. The permit application shall be accompanied by the written consent of the owner or lessee of the premises upon which the sign is to be erected and by engineering calculations signed by a registered design professional. The Zoning Administrator may issue such permits when all applicable provisions of this Ordinance have been met.

**Section 21.38.01.01**  
**Accessory Signs**

**Section 21.38.01.01.01**

**Districts: R1, R2, R3, RR**

Number Allowed:	1
Maximum Height:	8 ft.
Measured:	From the average grade at the base of the sign to the top of the sign support.
Maximum Size:	15 sq. ft.

**Section 21.38.01.01.02**

**Districts: AR, FR**

Number Allowed:	1
Maximum Height:	8 ft.
Measured:	From the average grade at the base of the sign to the top of the sign support.
Maximum Size:	32 sq. ft.

**Section 21.38.01.01.03**

**Districts: B1, B2, B3, HX, I**

**Number Allowed:** Two (2) with the following four (4) regulations:

- Regulation 01:** One (1) sign shall be affixed to or be within 2 feet of and be parallel with the wall of the main building.
- Maximum Size:** Signs mounted on and parallel with the wall of the main building shall not exceed a total surface area of 15% of the mounting wall. If a premise contains walls facing more than one property line or encompasses property frontage bounded by more than one street or other property usages, the sign area(s) for each building wall or property frontage will be computed separately for each building wall or property line facing a different frontage. The sign area(s) thus calculated shall be permitted to then be applied to permitted signs placed on each separate wall or property line frontage.
- Regulation 02:** One (1) Sign may be a freestanding sign.
- Maximum Height:** 12 ft.
- Maximum Size:** 56 sq. ft. and length shall not be longer than three (3) times its width.
- Regulation 03:** One (1) Sign may be a pylon sign.
- Maximum Height:** 35 ft.
- Maximum Size:** Sign Specifications must be prepared by a design professional and must comply with any Airport Zoning Ordinance and the Tall Structures Act. Pylon Signs approved and installed before the date of this ordinance change shall be allowed provided they exhibit structural integrity, are safe and well maintained.
- Regulation 04:** All businesses may display window signs in ground level windows in addition to any wall signs. Window signs shall not cover more than 20% of the total window area. Where multiple windows are installed, signage may not be aggregated to cover any window 100% restricting all visibility from the interior and exterior. Signage may cover no more than 50% of the window on the horizontal and vertical dimension. Total coverage for multiple window panels will not change.

**Section 21.38.01.01.04**

Signs for shopping centers or other commercial developments with Two (2) or more units developed as offices, office service units, research facilities, manufacturing facilities, retail spaces with multiple stores, commercial PUD's, large retail stores with a building area over 100,000 sq. ft. or other commercial developments requiring Special Use Approval and which have a common off street parking and a common entrance or entrances may install accessory signs in accordance with the following six (6) regulations:

- Regulation 01:** Signs which direct traffic movement within a property and which do not exceed 4 sq. ft. in area for each sign are permitted.
- Regulation 02:** One (1) free-standing identification sign for each street that the development faces.
- The freestanding sign shall state only the name of the shopping center or multiple use development and tenants located therein.
  - No freestanding sign face shall exceed an area of 100 sq. ft.
  - Freestanding signs shall not exceed a height of 30 feet measured from the average grade at the base of the sign to the top of the horizontal sign frame supporting the sign face.
  - Tenants of the shopping center or the owner of outlets included with the development plan or PUD shall not be permitted individual freestanding signs, except gas stations as noted below:
- Regulation 03:** Businesses within the development or PUD shall be permitted exterior wall signs; the total area of the exterior wall signs shall not exceed 20% of the area of the signage wall.
- Regulation 04:** All businesses may display window signs in ground level windows in addition to any wall signs. Window signs shall not cover more than 20% of the total window area. Where multiple windows are installed, signage may not be aggregated to cover any window 100% restricting all visibility from the interior and exterior. Signage may cover no more than 50% of the window on the horizontal or vertical dimension.

**Regulation 05:** An automobile service station located on an outlet or an individual lot within the development or PUD may have 1 freestanding sign in addition to the freestanding sign utilized for the development. The freestanding sign shall be for the purpose of advertising gasoline prices and other services provided on the premises. The service station sign shall comply with the regulations for a single business on its own lot as noted in Section 21.38.01.03 above.

**Regulation 06:** Signs proposed for installation along MDOT regulated highways designed to advertise a specific business location must be permitted in accordance with current MDOT Regulation 225. A specific time requirement for the developed site is required and is usually 2 years. A business sign is a sign designed to advertise a particular business location rather than being used for general outdoor advertising not necessarily specific to a particular business. Billboards or signage also referred to as outdoor advertising or outdoor highway advertising are permitted and controlled by MDOT under sections of MDOT Regulation 225. A valid permit and sign approval is required prior to construction of a billboard designed for general outdoor advertising

### **Section 21.38.02** **Non-Accessory Signs and Billboards**

#### **Section 21.38.02.01**

Billboards, poster boards and non-accessory signs may be permitted in B2, B3 and I Districts provided the area of the sign does not exceed an area of 200 sq. ft. in B2 and B3 Districts and 300 sq. ft. in I Districts. A non-accessory sign or billboard shall not measure longer than 3 times its width.

Signs that come under the jurisdiction of P.A. 106 of 1972 are under the jurisdiction of the Township, if the Township has adopted a sign ordinance.

### **Section 21.38.03** **Sign Lighting (also see Section 21.19 Lighting Outdoor)**

#### **Section 21.38.03.01**

Signs internally illuminated or with a light emanating surface are allowed only in the RR, FR, AR, B1, B2, B3, I, HX, MUZ-Main Street and MUZ-Town Center Districts provided they meet the other requirements of this ordinance and are set back a minimum of 10 feet from all road right-of-ways and 75 feet from any other property line.

Signs internally illuminated or if sign has a light emanating surface. All light sources and reflecting surfaces immediately adjacent to the light source shall be shielded from view. Sign luminance level, beginning 1 hour after sunrise and continuing until 1 hour before sunset, shall not exceed (10278 Lumens) (685W Incandescent light bulb) (114W Florescent/LED) per square meter, or does not exceed (342 Lumens) (25W Incandescent light bulb)(6.23W Florescent/LED) per square meter at all other times.

Signs that are externally illuminated shall have the light mounted on top of the sign, shall be directed downward onto the sign and shall be shielded so as to prevent rays of light from being directed such that reflected luminance does not exceed (342 Lumens) (25W Incandescent light bulb)(6.23W Florescent/LED) per square meter.

### **Section 21.38.04** **Signs Prohibited**

**Section 21.38.04.01** No signs or sign structure shall be erected at the intersection of any street in such a manner as to obstruct free and clear vision, nor at any location where by its position, shape or color it may interfere with or obstruct the view of or be confused with any authorized traffic sign, signal or device.

**Section 21.38.04.02** No signs shall be attached to any utility pole, light standard, street tree or any other public facility located within the public right-of-way.

**Section 21.38.04.03** No signs which blink flash or are animated by lighting in any fashion that would cause such signs to have the appearance of traffic safety signs and lights, or municipal vehicle warnings from a distance.

- Section 21.38.04.04 No signs containing flashing, intermittent or moving lights. (A sign with messages or images accomplished by instantaneous re-pixelation not more often than 1 time in 60 seconds shall not be considered flashing, intermittent or moving and shall be allowed.)
- Section 21.38.04.05 No signs with moving or revolving parts.
- Section 21.38.04.06 No signs attached to, or placed on, a vehicle or trailer parked on public or private property, except for signs meeting the following 3 Regulations:
- Regulation 01: The primary purpose of such a vehicle or trailer is not the display of signs.
- Regulation 02: The signs are magnetic, decals or painted upon an integral part of the vehicle or equipment as originally designed by the manufacturer, and does not break the silhouette of the vehicle.
- Regulation 03: The vehicle or trailer is in operating condition, currently registered and licensed to operate on public streets where applicable, and actively used or available for use in the daily function of the business to which such signs relate.
- Section 21.38.04.07 Vehicles and trailers are not to be used primarily as static displays, advertising a product or service, nor utilized as storage, shelter or distribution points for commercial products or services for the general public.
- Section 21.38.04.08 A sign that no longer advertises or identifies a use conducted on the property on which said sign is erected must have the sign covered or removed within 14 days after written notification from the Zoning Administrator.

#### Section 21.38.05

##### Signs Authorized and Not Requiring a Permit

- Section 21.38.05.01 Official notices, authorized by a court, public body or public safety official.
- Section 21.38.05.02 Directional, warning or information signs authorized by federal, state or municipal governments.
- Section 21.38.05.03 Memorial plaques, building identification signs and building cornerstones where cut or carved into a masonry surface or where made of noncombustible material and made an integral part of the building or structure.
- Section 21.38.05.04 The flag of a government or noncommercial institution, such as a school.
- Section 21.38.05.05 Religious symbols and seasonal decorations within the appropriate public holiday season.
- Section 21.38.05.06 Works of fine art displayed in conjunction with a commercial enterprise where the enterprise does not receive direct commercial gain.
- Section 21.38.05.07 Street address signs and combination nameplate and street address signs that contain no advertising copy and which do not exceed 6 sq. ft. in area.
- Section 21.38.05.08 The changing or maintenance or components of an approved existing sign that is designed for such changes, or the changing of copy, business names, lettering, sign faces, colors, display and/or graphic matter, or the content of any sign shall not be deemed a structural alteration.
- Section 21.38.05.09 Bulletin Boards that do not exceed 15 sq. ft. for churches, public and semi-public institutions and/or schools.
- Section 21.38.05.10 Temporary signs not exceeding 10 sq. ft. advertising a premises being for rent, for lease and/or for sale in any district. All such signs shall be removed within 14 days of the consummated lease or sale of the premises.
- Section 21.38.05.11 Accessory directional signs affixed to the building and not exceeding 2 sq. ft., such as but not necessarily limited to: Boiler Room, Entrance, Exit, Garage, Loading Dock, Low Clearance, Office, Service, Warehouse and the like.
- Section 21.38.05.12 Maximum of 2 accessory properties directional signs each not to exceed 2 sq. ft. identifying or directing to the following: Entrance, Exit, No Parking, Visitors Parking, Other Traffic Flow Directions, and similar Functional Signs.

- Section 21.38.05.13** Temporary advertising banners that are flexible (made of canvas, plastic composite etc.) meant to be attached to a fixed commercial building structure which is currently occupied. All banners may not exceed 32 sq. ft. and must be maintained in good condition while displayed.
- Section 21.38.05.14** Political signs shall be permitted in all zoning districts with the following 3 Regulations:
- Regulation 01:** Such signs shall follow the Accessory Signs restrictions as it relates each individual Zoning District.
- Regulation 02:** Such signs for election candidate or ballot propositions shall be displayed only for a period of 60 days preceding the election and shall be removed within 10 days after the election, provided that signs promoting successful candidates or ballot propositions in a primary election may remain displayed until not more than 10 days after the general election.
- Regulation 03:** Such signs shall not be placed in any public right-of-way or obstruct traffic visibility.

**Section 21.38.06**  
**Placement of Signs and Setbacks**

**Section 21.38.06.01**  
**Signs in rights-of-way**

No sign other than an official traffic sign shall be erected within any public right-of-way unless specifically authorized by other ordinances or regulations of this jurisdiction or by specific authorization of the code official.

**Section 21.38.06.02**  
**Sign and Setbacks**

Signs in any zoning district must be placed at least 2 feet back from any right of way and any lot line.

**Section 21.38.07**  
**Off-Premises Directory Sign – Private**

**Section 21.38.07.01**

Where a business use or tourist service facility is not located directly on a major tourist route but is dependent upon passerby traffic for support, one (1) off-premises directory sign located on a county maintained road may be permitted in business or non-business districts, on each road or link or segment of road that affords access to the use but entails a major change in the direction of travel.

Off-premises Directory signs shall not exceed an area of 15 sq. ft. Community directional signs serving more than one (1) use may be permitted to a maximum size of 32 sq. ft.

**Section 21.38.08**  
**Approval Authority**

**Section 21.38.08.01**

The Zoning Administrator shall review and act upon site plans except where a Special Use Permit is required. Site Plans for a Special Use Permit shall be forwarded by the Zoning Administrator to the Planning Commission for review and action. In addition, at the request of the Zoning Administrator or Planning Commission, a site plan for a Principal Permitted Use may be submitted for Planning Commission review before final action by the Zoning Administrator. The Zoning Administrator and Planning Commission have the authority to approve, deny or grant conditional approval for any site plan submitted under the provisions of this ordinance. The Zoning Administrator may hold or the Planning Commission may table a site plan, pending further information or addition, reasonably needed to complete a site plan or comply with requirements of this Ordinance.

**Section 21.38**  
**Signs and Billboards**

Current Language  
Proposed Language

Proposed Language

**Intent:**

The sign standards contained in this Ordinance are declared to be necessary to protect the general health, safety, and welfare of the citizens of Otsego County.

It is the intent of this regulation to insure a degree of standardization in signage throughout the county, to insure the safety of pedestrians and motorists who must drive or otherwise negotiate installed signage and motorists who depend on the visibility of a sign's message to safely arrive at an intended destination. Standardization will preserve the aesthetics, appearance and functionality of all installed signage.

Any publicly displayed sign, symbol or notice on premises to indicate the name of the occupant, to advertise the business there transacted, or directing to some other locale, shall be regulated as follows, and shall require permits in accordance with the terms of the County Building Code:

Sign plans shall be reviewed for approval, conditional approval or rejection by the Zoning Administrator. For disagreements with the rulings of the Zoning Administrator, the applicant may appeal to the Zoning Board of Appeals, who in such instances has final authority on the sign plan.

The standards in this Article are determined to be the minimum necessary to achieve the above stated purposes. Compliance with this Section does not relieve the applicant from the responsibility of compliance with other local, state or federal sign regulations, nor does the issuance of a Sign Permit grant permission to the applicant to place signs on any property, including road rights-of-way, other than property owned or otherwise legally under the control of the applicant. The issuance of a Sign Permit only assures the applicant that the sign meets the requirements of the County Zoning Ordinance.

Current Language

**SECTION 21.38 SIGNS AND BILLBOARDS**

Any publicly displayed sign, symbol or notice on premises to indicate the name of the occupant, to advertise the business there transacted, or directing to some other locale, shall be regulated as follows, and shall require permits in accordance with the terms of the County Building Code:

21.38.1 Signs Permitted

21.38.1.1 Name Plates in All Districts Residential, business or industrial name plates which are not illuminated and do not exceed a total area of two (2) square feet, may be permitted in any district, and may be permitted in addition to any other legal sign.

21.38.1.2 Accessory Signs in R1, R2, R3, RR, FR and AR Districts One (1) sign not to exceed fifteen (15) square feet may be permitted for uses other than dwelling units, in R1, R2, R3, and RR Districts. In the FR and AR Districts, one (1) sign not to exceed thirty-two (32) square feet in area and measuring not more than four (4) feet by eight (8) feet shall be permitted.

Proposed Language

Section 21.38.01

Signs Authorized and Requiring a Permit

All applications for a Sign Permit shall first be submitted to the Zoning Administrator. Before any permit is granted for the erection of a sign or sign structure requiring such permit, construction documents shall be filed with the Zoning Administrator showing the dimensions, materials and required details of construction, including loads, stresses, anchorage and any other pertinent data. The permit application shall be accompanied by the written consent of the owner or lessee of the premises upon which the sign is to be erected and by engineering calculations signed by a registered design professional. The Zoning Administrator may issue such permits when all applicable provisions of this Ordinance have been met.

**Section 21.38.01.01**  
**Accessory Signs**

**Section 21.38.01.01.01**

**Districts: R1, R2, R3, RR**

Number Allowed: 1

Maximum Height: 8 ft.

Measured: From the average grade at the base of the sign to the top of the sign support.

Maximum Size: 15 sq. ft.

**Section 21.38.01.01.02**

**Districts: AR, FR**

Number Allowed: 1

Maximum Height: 8 ft.

Measured: From the average grade at the base of the sign to the top of the sign support.

Maximum Size: 32 sq. ft.

**Current Language**

**21.38.1.3 Accessory Signs in B, HX and I Districts**

- A. **Signs for Single Business:** A single business on one (1) lot or combination of lots in the **B1, B2, B3, I** and/or **HX** District may install accessory signs in accordance with the following regulations:
1. Accessory Signs in B1, B2, B3, HX and/or I Districts may be permitted at the rate of two (2) per use, except that at least one (1) sign shall be affixed to or be within two (2) feet of and be parallel with the wall of the main building. One (1) sign may be a freestanding or pylon sign.
  2. Signs mounted on and parallel with the wall of the main building shall not exceed a total area of two and one half (2½) feet times the length of the mounting wall.
  3. Freestanding signs intended for local or passerby traffic shall not exceed a height of twelve (12) feet measured from the average grade at the base of the sign to the top of the sign. No freestanding sign shall exceed an area of thirty-two (32) square feet, and no such sign shall be longer than three (3) times its width.
  4. Pylon signs, designed and intended to attract traffic from a major expressway or highway, are approved but shall not exceed a height of thirty-five (35) feet and must be constructed and mounted by approval methods set forth in the State Construction Code provided they meet the Airport Zoning Ordinance standards.
- B. **Signs for Shopping Centers, Shopping Centers, Commercial Developments or two (2) or more stores, offices, research or manufacturing facilities, or retail developments with multiple stores or Commercial PUDs or retail stores with an area over one hundred thousand (100,000) square feet or other Commercial Developments requiring Special Use Approval which have common off street Parking and/or entrance, may install accessory signs in accordance with the following regulations:**
1. Signs which direct traffic movement within a property, and which do not exceed four (4) square feet in area for each sign are permitted.
  2. One (1) free-standing identification sign for each street that the development faces.

- a. The free standing sign shall state only the name of the Shopping Center or multiple use development and Tenants located therein.
  - b. No freestanding sign face shall exceed an area of one hundred (100) square feet.
  - c. Freestanding signs shall not exceed a height of twenty five (25) feet measured from the average grade at the base of the sign to the top of the sign face. The structure supporting the sign shall not exceed a height of thirty (30) feet measured from the average grade at the base of the structure. The height shall not exceed three (3) times the width.
  - d. Tenants of the shopping center or the owner of outlots included within the development plan or PUD shall not be permitted individual free standing signs, except gas stations as noted below.
3. Businesses within the development or PUD shall be permitted exterior wall signs; the total area of the exterior wall signs shall not exceed twenty percent (20%) of the area of the largest wall.
  4. All businesses may display window signs in ground level windows in addition to any wall signs. Window signs shall not cover more than twenty percent (20%) of the total window area.
  5. An automobile service station located on an outlot or on an individual lot within the development or PUD may have one (1) free standing sign in addition to the free standing sign utilized for the development. The free standing sign shall be for the purpose of advertising gasoline prices and other services provided on the premises. The service station sign shall comply with the regulations for a single business on its own lot as noted in Section 21.38.1.3(A) above.

Proposed Language

Section 21.38.01.01.03

Districts: B1, B2, B3, HX, I

Number Allowed: Two (2) with the following four (4) regulations:

- |                        |  |
|------------------------|--|
| <u>Regulation 01:</u>  | <u>One (1) sign shall be affixed to or be within 2 feet of and be parallel with the wall of the main building.</u>   |
| <u>Maximum Size:</u>   | <u>Signs mounted on and parallel with the wall of the main building shall not exceed a total surface area of 15% of the mounting wall. If a premise contains walls facing more than one property line or encompasses property frontage bounded by more than one street or other property usages, the sign area(s) for each building wall or property frontage will be computed separately for each building wall or property line facing a different frontage. The sign area(s) thus calculated shall be permitted to then be applied to permitted signs placed on each separate wall or property line frontage.</u> |
| <u>Regulation 02:</u>  | <u>One (1) Sign may be a freestanding sign.</u>  |
| <u>Maximum Height:</u> | <u>12 ft.</u>  |
| <u>Maximum Size:</u>   | <u>56 sq. ft. and length shall not be longer than three (3) times its width.</u>   |
| <u>Regulation 03:</u>  | <u>One (1) Sign may be a pylon sign.</u>   |
| <u>Maximum Height:</u> | <u>35 ft.</u>  |
| <u>Maximum Size:</u>   | <u>Sign Specifications must be prepared by a design professional and must comply with any Airport Zoning Ordinance and the Tall Structures Act. Pylon Signs approved and installed before the date of this ordinance change shall be allowed provided they exhibit structural integrity, are safe and well maintained.</u>   |
| <u>Regulation 04:</u>  | <u>All businesses may display window signs in ground level windows in addition to any wall signs. Window signs shall not cover more than 20% of the total window area. Where multiple windows are installed, signage may not be aggregated to cover any window 100% restricting all visibility from the interior and exterior. Signage may cover no more than 50% of the window on the horizontal and vertical dimension. Total coverage for multiple window panels will not change.</u>   |

**Section 21.38.01.01.04**

Signs for shopping centers or other commercial developments with Two (2) or more units developed as offices, office service units, research facilities, manufacturing facilities, retail spaces with multiple stores, commercial PUD's, large retail stores with a building area over 100,000 sq. ft. or other commercial developments requiring Special Use Approval and which have a common off street parking and a common entrance or entrances may install accessory signs in accordance with the following six (6) regulations:

- Regulation 01:** Signs which direct traffic movement within a property and which do not exceed 4 sq. ft. in area for each sign are permitted.
- Regulation 02:** One (1) free-standing identification sign for each street that the development faces.
- a. The freestanding sign shall state only the name of the shopping center or multiple-use development and tenants located therein.
- b. No freestanding sign face shall exceed an area of 100 sq. ft.
- c. Freestanding signs shall not exceed a height of 30 feet measured from the average grade at the base of the sign to the top of the horizontal sign frame supporting the sign face.
- d. Tenants of the shopping center or the owner of outlets included with the development plan or PUD shall not be permitted individual freestanding signs, except gas stations as noted below:
- Regulation 03:** Businesses within the development or PUD shall be permitted exterior wall signs; the total area of the exterior wall signs shall not exceed 20% of the area of the signage wall.
- Regulation 04:** All businesses may display window signs in ground level windows in addition to any wall signs. Window signs shall not cover more than 20% of the total window area. Where multiple windows are installed, signage may not be aggregated to cover any window 100% restricting all visibility from the interior and exterior. Signage may cover no more than 50% of the window on the horizontal or vertical dimension.
- Regulation 05:** An automobile service station located on an outlet or an individual lot within the development or PUD may have 1 freestanding sign in addition to the freestanding sign utilized for the development. The freestanding sign shall be for the purpose of advertising gasoline prices and other services provided on the premises. The service station sign shall comply with the regulations for a single business on its own lot as noted in Section 21.38.01.03 above.
- Regulation 06:** Signs proposed for installation along MDOT regulated highways designed to advertise a specific business location must be permitted in accordance with current MDOT Regulation 225. A specific time requirement for the developed site is required and is usually 2 years. A business sign is a sign designed to advertise a particular business location rather than being used for general outdoor advertising not necessarily specific to a particular business. Billboards or signage also referred to as outdoor advertising or outdoor highway advertising are permitted and controlled by MDOT under sections of MDOT Regulation 225. A valid permit and sign approval is required prior to construction of a billboard designed for general outdoor advertising

**Current Language**

**Section 21.38.02**  
**Non-Accessory Signs and Billboards**

**Section 21.38.02.01**

Billboards, poster boards and non-accessory signs may be permitted in B2, B3 and I Districts provided the area of the sign does not exceed an area of 200 sq. ft. in B2 and B3 Districts and 300 sq. ft. in I Districts. A non-accessory sign or billboard shall not measure longer than 3 times its width.

Signs that come under the jurisdiction of P.A. 106 of 1972 are under the jurisdiction of the Township, if the Township has adopted a sign ordinance.

Current Language

**Section 21.38.03**

**Sign Lighting (also see Section 21.19 Lighting Outdoor)**

Signs internally illuminated or with a light emanating surface are allowed only in the RR, FR, AR, B1, B2, B3, I, HX, MUZ-Main Street and MUZ-Town Center Districts provided they meet the other requirements of this ordinance and are setback a minimum of ten (10) feet from all road right-of-ways and seventy-five (75) feet from any other property line.

Signs internally illuminated or if sign has a light emanating surface, all light sources and reflecting surfaces immediately adjacent to the light source shall be shielded from view. Sign luminance level, beginning one (1) hour after sunrise and continuing until one (1) hour before sunset, shall not be greater than three thousand (3,000) nits, nor greater than one hundred (100) nits at all other times.

Signs externally illuminated, the light on the proposed sign shall be mounted on the top of the sign, shall be directed downward onto the sign and shall be shielded so as to prevent rays of light from being directed into the sky or onto any portion of a street, road, highway or adjacent properties. Illumination shall be limited such that reflected luminance does not exceed one hundred (100) nits per square meter.

Proposed Language

Section 21.38.03

Sign Lighting (also see Section 21.19 Lighting Outdoor)

Section 21.38.03.01

Signs internally illuminated or with a light emanating surface are allowed only in the RR, FR, AR, B1, B2, B3, I, HX, MUZ-Main Street and MUZ-Town Center Districts provided they meet the other requirements of this ordinance and are set back a minimum of 10 feet from all road right-of-ways and 75 feet from any other property line.

Signs internally illuminated or if sign has a light emanating surface, all light sources and reflecting surfaces immediately adjacent to the light source shall be shielded from view. Sign luminance level, beginning 1 hour after sunrise and continuing until 1 hour before sunset, shall not exceed (10278 Lumens) (685W Incandescent light bulb) (114W Florescent/LED) per square meter, or does not exceed (342 Lumens) (25W Incandescent light bulb)(6.23W Florescent/LED) per square meter at all other times.

Signs that are externally illuminated shall have the light mounted on top of the sign, shall be directed downward onto the sign and shall be shielded so as to prevent rays of light from being directed such that reflected luminance does not exceed (342 Lumens) (25W Incandescent light bulb)(6.23W Florescent/LED) per square meter.

Current Language

21.38.2	Signs Prohibited
21.38.2.1	Signs containing flashing, intermittent or moving lights. (A sign with messages or images accomplished by instantaneous re-pixilation NOT more often than one (1) time in any sixty (60) seconds shall NOT be considered flashing, intermittent or moving and shall be ALLOWED.)
21.38.2.2	Signs with moving or revolving parts.
21.38.2.3	Signs affixed to trees, rocks, shrubs or similar natural features.
21.38.2.4	Signs insecurely fixed, unclear, in need of repair, or signs which imitate official traffic signals or traffic control signs or devices.
21.38.2.5	Signs utilizing vehicles, trucks, vans, or other wheeled devices, unless such signs are used for periods of less than seven (7) consecutive days in any ninety (90) day period, or unless such signs have been approved by the Planning

- Commission as meeting a special purpose, need and/or as being appropriate for the particular use.
- 21.38.2.6 Advertising devices such as banners, balloons, flags, pennants, pinwheels, searchlights or other devices with similar characteristics, except when used temporarily for periods not to exceed seven (7) days within any ninety (90) day period.
- 21.38.2.7 Signs which overhang or extend into a dedicated public right-of-way, without the written consent of the government unit having jurisdiction.

**Proposed Language**

**Section 21.38.04**  
**Signs Prohibited**

- Section 21.38.04.01** No signs or sign structure shall be erected at the intersection of any street in such a manner as to obstruct free and clear vision, nor at any location where by its position, shape or color it may interfere with or obstruct the view of or be confused with any authorized traffic sign, signal or device.
- Section 21.38.04.02** No signs shall be attached to any utility pole, light standard, street tree or any other public facility located within the public right-of-way.
- Section 21.38.04.03** No signs which blink flash or are animated by lighting in any fashion that would cause such signs to have the appearance of traffic safety signs and lights, or municipal vehicle warnings from a distance.
- Section 21.38.04.04** No signs containing flashing intermittent or moving lights. (A sign with messages or images accomplished by instantaneous re-pixilation not more often than 1 time in 60 seconds shall not be considered flashing, intermittent or moving and shall be allowed.)
- Section 21.38.04.05** No signs with moving or revolving parts.
- Section 21.38.04.06** No signs attached to, or placed on, a vehicle or trailer parked on public or private property, except for signs meeting the following 3 Regulations:
- Regulation 01:** The primary purpose of such a vehicle or trailer is not the display of signs.
- Regulation 02:** The signs are magnetic, decals or painted upon an integral part of the vehicle or equipment as originally designed by the manufacturer, and does not break the silhouette of the vehicle.
- Regulation 03:** The vehicle or trailer is in operating condition, currently registered and licensed to operate on public streets where applicable, and actively used or available for use in the daily function of the business to which such signs relate.
- Section 21.38.04.07** Vehicles and trailers are not to be used primarily as static displays, advertising a product or service, nor utilized as storage, shelter or distribution points for commercial products or services for the general public.
- Section 21.38.04.08** A sign that no longer advertises or identifies a use conducted on the property on which said sign is erected must have the sign covered or removed within 14 days after written notification from the Zoning Administrator.

**Current Language**

- 21.38.3 Signs Not Requiring a Zoning Permit**
- 21.38.3.1 Name Plates not to exceed two (2) square feet.
- 21.38.3.2 Existing signs may be changed or altered so long as none of the provisions of the Zoning Ordinance are violated.
- 21.38.3.3 Bulletin Boards that do not exceed fifteen (15) square feet for churches, public and semi-public institutions, and/or schools.
- 21.38.3.4 Signs that have been approved in conjunction with a valid zoning permit for any principal use or use as detailed in a plot plan or site plan.

21.38.3.5	Street name signs and other signs established by state, county, or township units of government when necessary for giving proper directions or otherwise safeguarding the public in any district.
21.38.3.6	Non-advertising signs erected by any organization, person, firm, or corporation that are needed to warn the public of dangerous conditions and unusual hazards including: caving ground, drop-offs, high voltage, fire danger, explosives, severe visibility limits, etc., in any district.
21.38.3.7	Temporary signs not exceeding ten (10) square feet advertising a premises being for rent, for lease, and/or for sale in any district. All such signs shall be removed within fourteen (14) days of the consummated lease or sale of the premises.
21.38.3.8	Accessory signs on farms advertising stock, produce and other farm products produced on the premises, provided the area of sign does not exceed thirty-two (32) square feet.
21.38.3.9	Accessory directional signs each not to exceed two (2) square feet in area on buildings, such as but not necessarily limited to: entrance, exit, loading dock, low clearance, garage, office, warehouse, boiler room, service, and the like.
21.38.3.10	Up to two (2) accessory property directional signs each not to exceed two (2) square feet in area, identifying or directing to the following: entrance, exit, visitors parking, no parking, other traffic flow directions, and similar-functional signs. It is intended that accessory property directional signs be included on the site plan for approval as to location and number by the Planning Commission.
21.38.4	Placement of Signs and Setbacks, Signs in any zoning district must be placed at least ten (10) feet back from any right-of-way or lot-line.
21.38.5	Off Premises Directory Sign – Private, Where a business use or tourist service facility is not located directly on a major tourist route, but is dependent upon passerby traffic for support, one (1) off the premises directory sign located on a County maintained road may be permitted in business or non-business districts, on each road or link or segment of road that affords access to the use, but entails a major change in the direction of travel. Off premises directory signs shall not exceed an area of fifteen (15) square feet. Community directional signs serving more than one (1) use may be permitted to a maximum size of thirty-two (32) square feet.
21.38.6	Sign Variances, In order to provide relief for reasons of practical difficulty and to allow greater flexibility in property and use signing, the Zoning Board of Appeals may, after a public hearing, permit signs that:
21.38.6.1	Exceed the maximum number of signs permitted when there is more than one (1) bordering street to serve the use.
21.38.6.2	Exceed the maximum sign area for reasons of unusual setback, cooperative sign use (joint use or community type advertising), large site area, and/or natural feature limitations to attaining reasonable signing of the use.
21.38.6.3	Revolve, provided it can be demonstrated that a stationary sign would not afford reasonable notice to the use.
21.38.6.4	Have intermittent lighting in order to construct a public service time and temperature sign in those instances where the applicant can demonstrate a need or show community desire for such a sign service.
21.38.6.5	Exceed the maximum height in those instances where a taller sign is necessary to overcome natural conditions (topography, vegetation, etc.). In granting sign variances, the Zoning Board of Appeals shall consider the impact of each sign on adjoining residential districts, scenic views, out of character skyline intrusions, and obstructions to signs or uses on adjoining properties. Also the purpose of the

sign and its applicability to uses that serve tourists or passerby motorists shall be considered in granting or denying a sign exception.

**Proposed Language**

**Section 21.38.05**

**Signs Authorized and Not Requiring a Permit**

<b>Section 21.38.05.01</b>	Official notices, authorized by a court, public body or public safety official.
<b>Section 21.38.05.02</b>	Directional, warning or information signs authorized by federal, state or municipal governments.
<b>Section 21.38.05.03</b>	Memorial plaques, building identification signs and building cornerstones where cut or carved into a masonry surface or where made of noncombustible material and made an integral part of the building or structure.
<b>Section 21.38.05.04</b>	The flag of a government or noncommercial institution, such as a school.
<b>Section 21.38.05.05</b>	Religious symbols and seasonal decorations within the appropriate public holiday season.
<b>Section 21.38.05.06</b>	Works of fine art displayed in conjunction with a commercial enterprise where the enterprise does not receive direct commercial gain.
<b>Section 21.38.05.07</b>	Street address signs and combination nameplate and street address signs that contain no advertising copy and which do not exceed 6 sq. ft. in area.
<b>Section 21.38.05.08</b>	The changing or maintenance or components of an approved existing sign that is designed for such changes, or the changing of copy, business names, lettering, sign faces, colors, display and/or graphic matter, or the content of any sign shall not be deemed a structural alteration.
<b>Section 21.38.05.09</b>	Bulletin Boards that do not exceed 15 sq. ft. for churches, public and semi-public institutions and/or schools.
<b>Section 21.38.05.10</b>	Temporary signs not exceeding 10 sq. ft. advertising a premises being for rent, for lease and/or for sale in any district. All such signs shall be removed within 14 days of the consummated lease or sale of the premises.
<b>Section 21.38.05.11</b>	Accessory directional signs affixed to the building and not exceeding 2 sq. ft., such as but not necessarily limited to: Boiler Room, Entrance, Exit, Garage, Loading Dock, Low Clearance, Office, Service, Warehouse and the like.
<b>Section 21.38.05.12</b>	Maximum of 2 accessory properties directional signs each not to exceed 2 sq. ft. identifying or directing to the following: Entrance, Exit, No Parking, Visitors Parking, Other Traffic Flow Directions, and similar Functional Signs.
<b>Section 21.38.05.13</b>	Temporary advertising banners that are flexible (made of canvas, plastic composite etc.) meant to be attached to a fixed commercial building structure which is currently occupied. All banners may not exceed 32 sq. ft. and must be maintained in good condition while displayed.
<b>Section 21.38.05.14</b>	Political signs shall be permitted in all zoning districts with the following 3 Regulations:
<b>Regulation 01:</b>	Such signs shall follow the Accessory Signs restrictions as it relates each individual Zoning District:
<b>Regulation 02:</b>	Such signs for election candidate or ballot propositions shall be displayed only for a period of 60 days preceding the election and shall be removed within 10 days after the election, provided that signs promoting successful candidates or ballot propositions in a primary election may remain displayed until not more than 10 days after the general election.
<b>Regulation 03:</b>	Such signs shall not be placed in any public right-of-way or obstruct traffic visibility.

**Proposed Language**

**Section 21.38.06**

**Placement of Signs and Setbacks**

**Section 21.38.06.01**  
**Signs in rights-of-way**

No sign other than an official traffic sign shall be erected within any public right-of-way unless specifically authorized by other ordinances or regulations of this jurisdiction or by specific authorization of the code official.

**Section 21.38.06.02**

**Sign and Setbacks**

Signs in any zoning district must be placed at least 2 feet back from any right of way and any lot line.

**Proposed Language**

**Section 21.38.07**

**Off-Premises Directory Sign – Private**

**Section 21.38.07.01**

Where a business use or tourist service facility is not located directly on a major tourist route but is dependent upon passerby traffic for support, one (1) off-premises directory sign located on a county maintained road may be permitted in business or non-business districts, on each road or link or segment of road that affords access to the use but entails a major change in the direction of travel.

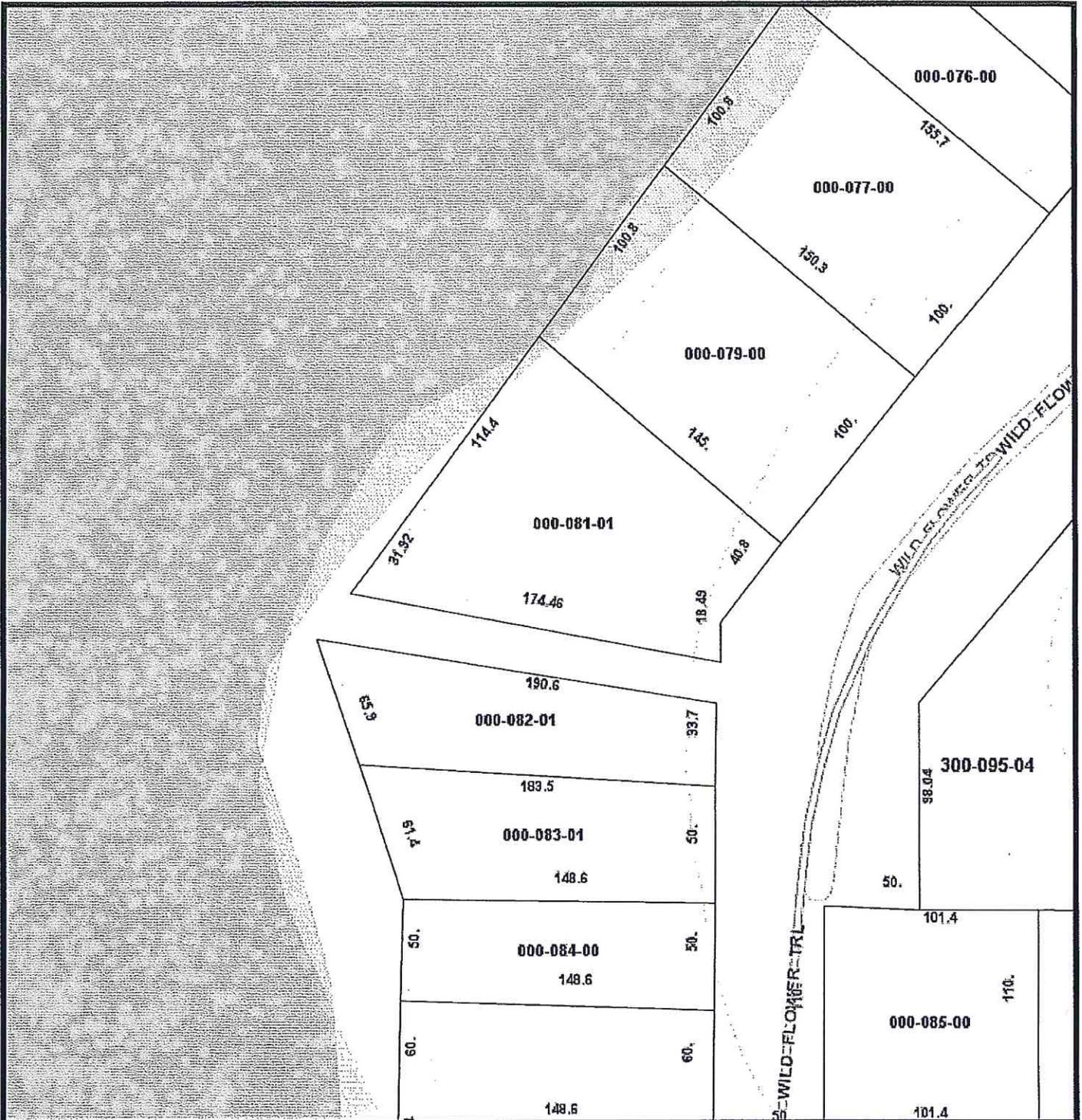
Off-premises Directory signs shall not exceed an area of 15 sq. ft. Community directional signs serving more than one (1) use may be permitted to a maximum size of 32 sq. ft.

**Section 21.38.08**

**Approval Authority**

**Section 21.38.08.01**

The Zoning Administrator shall review and act upon site plans except where a Special Use Permit is required. Site Plans for a Special Use Permit shall be forwarded by the Zoning Administrator to the Planning Commission for review and action. In addition, at the request of the Zoning Administrator or Planning Commission, a site plan for a Principal Permitted Use may be submitted for Planning Commission review before final action by the Zoning Administrator. The Zoning Administrator and Planning Commission have the authority to approve, deny or grant conditional approval for any site plan submitted under the provisions of this ordinance. The Zoning Administrator may hold or the Planning Commission may table a site plan, pending further information or addition, reasonably needed to complete a site plan or comply with requirements of this Ordinance.



Otsego County GIS

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04/05/2018 11:06 AM

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April 10, 2018  
Agenda

## **Agenda Questions**

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

**OTSEGO COUNTY  
Board of Commissioners**



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  OCR 18-06 Support of the Michigan Indigent Defense Act	<b>AGENDA DATE:</b>  April 10, 2018
<b>AGENDA PLACEMENT:</b>  Consent Agenda, Item B.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  Rachel Frisch, County Administrator	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

The State of Michigan has identified a need to address the disparity in the amount spent on protecting the rights of poor criminal defendants, and has created the Michigan Indigent Defense Act. This resolution supports the Act.

**RECOMMENDATION:**

Staff requests adoption for the support of the Michigan Indigent Defense Act resolution OCR 18-06 as presented.

**OCR 18-06**  
**Support of the Michigan Indigent Defense Act**

Otsego County Board of Commissioners

April 10, 2018

WHEREAS, studies show Michigan is among the worst states in the country at protecting the constitutional rights of poor criminal defendants; and

WHEREAS, based on the proposals sent to the Michigan Indigent Defense Commission from virtually every county across the state, Michigan counties currently paid at least \$108 million MORE on prosecuting people accused of a crime than they do on the constitutionally required public defense attorneys for Michiganders who can't afford their own lawyer; and

WHEREAS, when a defendant has inadequate legal representation it can result in wrongful convictions and quite possibly poor innocent people being sent to jail; and

WHEREAS, inadequate legal defense was a factor in nearly half of the overturned convictions in Michigan; and now, therefore, be it

RESOLVED, that the Otsego County Board of Commissioners supports the Michigan Indigent Defense Act and its efforts to insist upon fair and equal justice for low-income and indigent defendants; and recognizes not nearly enough is being spent on indigent defense in this state; and be it further

RESOLVED that Otsego County believes that just because a defendant is poor, he or she should not be denied justice afforded to rich defendants; and be it further

RESOLVED the Otsego County Board of Commissioners affirms that it is not acceptable for wealth to buy constitutional protection. Instead the government must provide the rights afforded by the Constitution to all citizens regardless of income; and be it further

RESOLVED that Otsego County recognizes that while equal access to justice is a fundamental constitutional right, the expenses related to providing these vital services must not be unfairly shifted to county and local governments.

**OTSEGO COUNTY  
Board of Commissioners**



**EXECUTIVE SUMMARY**

AGENDA ITEM:  Equalization Report	AGENDA DATE:  April 10, 2018
AGENDA PLACEMENT:  Department Reports, Item A.	ACTION REQUESTED:  Motion to Approve
STAFF CONTACT(S):  Rachel Frisch, County Administrator	ATTORNEY REVIEW:  No

**BACKGROUND/DISCUSSION:**

Bill Kerr, Equalization Director will be presenting the 2018 Equalization Report. The report contains information on State Equalized Values.

**RECOMMENDATION:**

Staff requests the approval of the 2018 Equalization Report as presented.

OTSEGO COUNTY

2018

EQUALIZATION REPORT

WILLIAM KERR, DIRECTOR  
EQUALIZATION DEPARTMENT

APRIL 10, 2018

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**TO: THE HONORABLE MEMBERS OF THE BOARD OF  
COMMISSIONERS, COUNTY OF OTSEGO, MICHIGAN**

I, WILLIAM KERR, CERTIFY THAT I HAVE EXAMINED THE REPORTS AS PREPARED BY YOUR EQUALIZATION DEPARTMENT FROM THE ASSESSMENT ROLLS OF THE VARIOUS TOWNSHIPS AND CITY WITHIN OTSEGO COUNTY AND FIND THE ROLLS RELATIVELY EQUAL AS ASSESSED.

IT IS MY RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE COUNTY OF OTSEGO THAT THEY EQUALIZE THE VALUATIONS OF TAXABLE PROPERTY, BY CLASS IN OTSEGO COUNTY FOR THE YEAR 2018, IN COMPLIANCE WITH SECTIONS 209.5 AND 211.34 MCL OF 1948 AS AMENDED, AND IN ACCORDANCE WITH THE ATTACHED SCHEDULES.

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**KEN BORTON, CHAIRMAN  
OTSEGO COUNTY BOARD OF COMMISSIONERS**

*Prepared by: OTSEGO COUNTY EQUALIZATION DEPARTMENT*

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**WILLIAM KERR, DIRECTOR**

**APPROVED APRIL 10, 2018**

Mr. Chairman,

This report is a gathering of information starting in April of 2017 and ending in October of 2017.

It is the Equalization Department's responsibility to review each class of property in each unit of government every year.

We do this with either an appraisal study or a sales study. We compare the TRUE CASH value of the studied properties against the assessors assessed value. This develops a ratio which is spread against the assessors values in each of the studied classes to bring the overall ratio within the guidelines of the STC. (49.00 – 50.00)

THESE VALUES ARE REFLECTED IN THE REPORT BEFORE YOU.

The SEV is up 1.96% for 2018 as compared to a 6.54 % increase for 2017. The 2016 SEV increased 3.03 %. (See pg 6)

#### WHY

The residential real estate market is stable.

We don't have The Wolverine power plant coming on line generating a lot of new Industrial Personal Property value.

#### WHAT NOW

With the real estate market stabilized and new construction picking up I expect another year of positive state equalized value.

# MEMO

APRIL 10, 2018

TO: OTSEGO COUNTY BOARD OF COMMISSIONERS  
FROM: WILLIAM KERR, DIRECTOR  
EQUALIZATION DEPARTMENT  
SUBJECT: THE EQUALIZATION REPORT

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2014 County Equalized Value	1,274,723,750
2015 County Equalized Value	1,284,418,510
2016 County Equalized Value	1,323,308,500
2017 County Equalized Value	1,409,885,250
2018 County Equalized Value	1,437,568,508

This represents a \$27,683,258 (1.96%) increase in County Equalized Value.  
The increase in County Equalized Value in 2017 was 6.54 %. (See page 6)

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You must read this report with the following in mind:

The County Equalization Report shows how each municipality is equalized. These figures are an assemblage of information starting in April and ending in October with the final value. This information is comprised of sales and appraisals studies. The true cash value is compared against the Assessors value for each municipality. This data is listed, checked, valued and recorded by my appraisal staff.

It is reviewed, analyzed and corrected, if necessary, and submitted to you.

Upon your approval, this report is submitted to the State Tax Commission. Upon their approval the County Equalized Value becomes the State Equalized Value for the County. This value can be adjusted, on an individual property, by the July or December Local Boards of Review, the State Tax Commission or the State Tax Tribunal.

The report you are reading is the County Equalized Value. **THIS VALUE IS NOT USED IN THE PREPARATION OF THE TAX BILL.**

1. The value used in the preparation of the Tax Bill is the Taxable Value of your property. The Taxable Value divided by 1000 and multiplied by the Millage rate equals your Tax.
2. The Taxable Value is determined in May of each year. This value is the lesser of the State Equalized Value or the Capped Value. The Capped Value is determined by State Law as the **LESSER** of the Consumer Price Index (2.01%) or 5% for 2017.

# OTSEGO COUNTY

## UNIT TOTALS

04/02/2018

2018 ASSESSED - BOARD OF REVIEW			
UNIT	REAL	PERSONAL	TOTAL
BAGLEY	234,809,400	14,861,300	249,670,700
CHARLTON	112,405,300	26,310,000	138,715,300
CHESTER	76,423,000	28,753,400	105,176,400
CORWITH	73,020,800	7,841,200	80,862,000
DOVER	38,658,700	6,727,100	45,385,800
ELMIRA	80,000,600	77,126,100	157,126,700
HAYES	121,721,700	22,624,600	144,346,300
LIVINGSTON	120,791,800	24,639,100	145,430,900
OTSEGO LAKE	175,645,100	8,534,700	184,179,800
CITY OF GAYLORD	158,939,908	27,734,700	186,674,608
COUNTY TOTAL	1,192,416,308	245,152,200	1,437,568,508

2018 COUNTY EQUALIZED VALUE			
UNIT	REAL	PERSONAL	TOTAL
BAGLEY	234,809,400	14,861,300	249,670,700
CHARLTON	112,405,300	26,310,000	138,715,300
CHESTER	76,423,000	28,753,400	105,176,400
CORWITH	73,020,800	7,841,200	80,862,000
DOVER	38,658,700	6,727,100	45,385,800
ELMIRA	80,000,600	77,126,100	157,126,700
HAYES	121,721,700	22,624,600	144,346,300
LIVINGSTON	120,791,800	24,639,100	145,430,900
OTSEGO LAKE	175,645,100	8,534,700	184,179,800
CITY OF GAYLORD	158,939,908	27,734,700	186,674,608
COUNTY TOTAL	1,192,416,308	245,152,200	1,437,568,508

OTSEGO COUNTY

**DETERMINATION OF VARIANCE BETWEEN RECOMMENDED COUNTY  
EQUALIZED VALUES AND LAST YEAR'S STATE EQUALIZED VALUES**

	2017	2018	VARIANCE	PERCENT OF COUNTY TOTAL 2017	04/02/2018 PERCENT OF COUNTY TOTAL 2018
REAL PROPERTY	1,165,512,150	1,192,416,308	2.31%	82.67%	82.95%
PERSONAL PROPERTY	244,373,100	245,152,200	0.32%	17.33%	17.05%
COUNTY TOTAL	1,409,885,250	1,437,568,508	1.96%	100.00%	100.00%
AGRICULTURAL	47,169,100	47,765,300	1.26%	3.35%	3.32%
COMMERCIAL	169,191,000	169,734,708	0.32%	12.00%	11.81%
INDUSTRIAL	26,408,000	26,268,300	-0.53%	1.87%	1.83%
RESIDENTIAL	922,744,050	948,648,000	2.81%	65.45%	65.99%
TIMBER CUTOVER	0	0	0.00%	0.00%	0.00%
DEVELOPMENTAL	0	0	0.00%	0.00%	0.00%
PERSONAL	244,373,100	245,152,200	0.32%	17.33%	17.05%

## OTSEGO COUNTY

### EQUALIZED VALUE CHANGE 2017 TO 2018

04/02/2018

UNIT	2017 S.E.V.	INCREASE(DECREASE)	2018 C.E.V.
BAGLEY	245,014,300	4,656,400	249,670,700
CHARLTON	136,060,900	2,654,400	138,715,300
CHESTER	101,806,100	3,370,300	105,176,400
CORWITH	73,793,800	7,068,200	80,862,000
DOVER	44,678,700	707,100	45,385,800
ELMIRA	154,076,600	3,050,100	157,126,700
HAYES	143,803,200	543,100	144,346,300
LIVINGSTON	145,846,450	-415,550	145,430,900
OTSEGO LAKE	180,633,400	3,546,400	184,179,800
CITY OF GAYLORD	184,171,800	2,502,808	186,674,608
COUNTY TOTAL	1,409,885,250	27,683,258	1,437,568,508

## OTSEGO COUNTY

### SEVEN YEAR EQUALIZATION COMPARISON

04/02/2018

UNIT	2012	2013	2014	2015	2016	2017	2018
BAGLEY	239,844,100	244,389,850	231,532,150	227,690,600	240,083,250	245,014,300	249,670,700
CHARLTON	140,401,889	139,130,900	131,486,400	130,755,000	133,731,750	136,060,900	138,715,300
CHESTER	108,382,050	106,669,500	102,885,250	101,395,400	104,893,200	101,806,100	105,176,400
CORWITH	81,289,394	81,558,000	81,388,950	79,558,400	74,776,300	73,793,800	80,862,000
DOVER	52,518,500	49,849,400	42,136,800	42,721,000	43,363,400	44,678,700	45,385,800
ELMIRA	80,268,450	80,494,285	76,492,600	78,614,250	97,785,200	154,076,600	157,126,700
HAYES	135,699,150	139,018,750	131,112,450	131,025,950	134,312,700	143,803,200	144,346,300
LIVINGSTON	133,050,650	134,495,450	135,625,450	139,535,300	139,440,850	145,846,450	145,430,900
OTSEGO LAKE	171,354,900	166,852,800	168,424,300	180,115,150	180,752,050	180,633,400	184,179,800
CITY OF GAYLORD	179,324,950	173,053,550	173,639,400	173,007,460	174,169,800	184,171,800	186,674,608
<b>COUNTY TOTAL</b>	<b>\$1,322,134,033</b>	<b>\$1,315,512,485</b>	<b>\$1,274,723,750</b>	<b>\$1,284,418,510</b>	<b>\$1,323,308,500</b>	<b>\$1,409,885,250</b>	<b>1,437,568,508</b>

## OTSEGO COUNTY

### EQUALIZED VALUE CHANGE BY YEAR

04/02/2018

YEAR	STATE EQUALIZED VALUE	PERCENT OF CHANGE
1975	133,826,575	0.00%
1976	146,765,753	9.67%
1977	164,001,372	11.74%
1978	207,947,587	26.80%
1979	227,939,047	9.61%
1980	253,973,699	11.42%
1981	284,896,102	12.18%
1982	307,215,311	7.83%
1983	334,509,410	8.88%
1984	347,660,350	3.93%
1985	357,992,291	2.97%
1986	366,464,855	2.37%
1987	373,224,669	1.84%
1988	382,377,000	2.45%
1989	402,486,952	5.26%
1990	433,702,451	7.76%
1991	477,198,053	10.03%
1992	509,887,587	6.85%
1993	574,469,340	12.67%
1994	606,726,105	5.62%
1995	654,404,671	7.86%
1996	724,299,869	10.68%
1997	780,693,610	7.79%
1998	860,368,916	10.21%
1999	933,851,735	8.54%
2000	1,027,910,635	10.07%
2001	1,123,214,214	9.27%
2002	1,237,637,350	10.19%
2003	1,349,292,168	9.02%
2004	1,461,185,482	8.29%
2005	1,543,635,476	5.64%
2006	1,591,354,397	3.09%
2007	1,644,410,800	3.33%
2008	1,650,508,050	0.37%
2009	1,552,425,823	-5.94%
2010	1,422,464,032	-8.37%
2011	1,362,211,600	-4.24%
2012	1,322,134,033	-2.94%
2013	1,315,512,485	-0.50%
2014	1,274,723,750	-3.10%
2015	1,284,418,510	0.76%
2016	1,323,308,500	3.03%
2017	1,409,885,250	6.54%
2018	1,437,568,508	1.96%

## OTSEGO COUNTY

### RECOMMENDED EQUALIZED VALUE BY CLASS AGRICULTURAL

04/02/2018

UNIT	2018 BOARD OF REVIEW	RATIO	FACTOR	COUNTY EQUALIZED VALUE	TRUE CASH VALUE
BAGLEY	1,792,300	49.93%	1.0000	1,792,300	3,589,436
CHARLTON	12,608,900	49.40%	1.0000	12,608,900	25,522,067
CHESTER	6,170,200	49.39%	1.0000	6,170,200	12,492,991
CORWITH	1,354,700	49.40%	1.0000	1,354,700	2,742,390
DOVER	6,501,300	49.79%	1.0000	6,501,300	13,058,481
ELMIRA	5,225,800	49.11%	1.0000	5,225,800	10,640,741
HAYES	4,309,200	49.82%	1.0000	4,309,200	8,649,868
LIVINGSTON	9,731,300	49.96%	1.0000	9,731,300	19,479,328
OTSEGO LAKE	71,600	49.98%	1.0000	71,600	143,257
CITY OF GAYLORD	0	0	1.0000	0	0
<b>COUNTY TOTAL</b>	<b>47,765,300</b>	<b>49.59%</b>		<b>47,765,300</b>	<b>96,318,559</b>

## OTSEGO COUNTY

### RECOMMENDED EQUALIZED VALUE BY CLASS COMMERCIAL

04/02/2018

UNIT	2018 BOARD OF REVIEW	RATIO	FACTOR	COUNTY EQUALIZED VALUE	TRUE CASH VALUE
BAGLEY	18,998,200	49.39%	1.0000	18,998,200	38,463,256
CHARLTON	1,584,700	49.83%	1.0000	1,584,700	3,180,521
CHESTER	1,055,200	49.74%	1.0000	1,055,200	2,121,362
CORWITH	2,943,000	49.31%	1.0000	2,943,000	5,968,236
DOVER	1,198,900	49.90%	1.0000	1,198,900	2,402,441
ELMIRA	2,980,600	49.07%	1.0000	2,980,600	6,074,124
HAYES	2,052,300	49.39%	1.0000	2,052,300	4,155,547
LIVINGSTON	26,070,500	49.32%	1.0000	26,070,500	52,856,944
OTSEGO LAKE	6,012,200	49.36%	1.0000	6,012,200	12,179,167
CITY OF GAYLORD	106,839,108	49.45%	1.0000	106,839,108	216,070,676
<b>COUNTY TOTAL</b>	<b>169,734,708</b>	<b>49.42%</b>		<b>169,734,708</b>	<b>343,472,273</b>

## OTSEGO COUNTY

### RECOMMENDED EQUALIZED VALUE BY CLASS INDUSTRIAL

04/02/2018

UNIT	2018 BOARD OF REVIEW	RATIO	FACTOR	COUNTY EQUALIZED VALUE	TRUE CASH VALUE
BAGLEY	3,319,600	49.92%	1.0000	3,319,600	6,650,124
CHARLTON	2,394,500	49.96%	1.0000	2,394,500	4,793,296
CHESTER	1,357,400	49.76%	1.0000	1,357,400	2,727,726
CORWITH	1,618,800	49.31%	1.0000	1,618,800	3,283,006
DOVER	173,900	49.19%	1.0000	173,900	353,517
ELMIRA	6,790,900	49.92%	1.0000	6,790,900	13,603,244
HAYES	1,372,500	49.77%	1.0000	1,372,500	2,757,649
LIVINGSTON	376,000	49.62%	1.0000	376,000	757,715
OTSEGO LAKE	0	0.00%	1.0000	0	0
CITY OF GAYLORD	8,864,700	49.22%	1.0000	8,864,700	18,011,251
<b>COUNTY TOTAL</b>	<b>26,268,300</b>	<b>49.62%</b>		<b>26,268,300</b>	<b>52,937,529</b>

**OTSEGO COUNTY**  
**RECOMMENDED EQUALIZED VALUE BY CLASS**  
**RESIDENTIAL**

04/02/2018

UNIT	2018 BOARD OF REVIEW	RATIO	FACTOR	COUNTY EQUALIZED VALUE	TRUE CASH VALUE
BAGLEY	210,699,300	49.14%	1.0000	210,699,300	428,750,114
CHARLTON	95,817,200	49.67%	1.0000	95,817,200	192,918,377
CHESTER	67,840,200	49.74%	1.0000	67,840,200	136,397,263
CORWITH	67,104,300	49.39%	1.0000	67,104,300	135,861,994
DOVER	30,784,600	50.00%	1.0000	30,784,600	61,574,006
ELMIRA	65,003,300	49.93%	1.0000	65,003,300	130,194,045
HAYES	113,987,700	49.49%	1.0000	113,987,700	230,306,533
LIVINGSTON	84,614,000	49.11%	1.0000	84,614,000	172,310,715
OTSEGO LAKE	169,561,300	49.62%	1.0000	169,561,300	341,741,298
CITY OF GAYLORD	43,236,100	49.68%	1.0000	43,236,100	87,028,476
<b>COUNTY TOTAL</b>	<b>948,648,000</b>	<b>49.48%</b>		<b>948,648,000</b>	<b>1,917,082,820</b>

**OTSEGO COUNTY  
RECOMMENDED EQUALIZED VALUE BY CLASS  
DEVELOPMENTAL**

04/02/2018

UNIT	2018 BOARD OF REVIEW	RATIO	FACTOR	COUNTY EQUALIZED VALUE	TRUE CASH VALUE
BAGLEY	0	0.00%	1.0000	0	0
CHARLTON	0	0.00%	1.0000	0	0
CHESTER	0	0.00%	1.0000	0	0
CORWITH	0	0.00%	1.0000	0	0
DOVER	0	0.00%	1.0000	0	0
ELMIRA	0	0.00%	1.0000	0	0
HAYES	0	0.00%	1.0000	0	0
LIVINGSTON	0	0.00%	1.0000	0	0
OTSEGO LAKE	0	0.00%	1.0000	0	0
CITY OF GAYLORD	0	0.00%	1.0000	0	0
<b>COUNTY TOTAL</b>	<b>0</b>	<b>0.00%</b>		<b>0</b>	<b>0</b>

**OTSEGO COUNTY  
RECOMMENDED EQUALIZED VALUE BY CLASS  
PERSONAL PROPERTY**

04/02/2018

UNIT	2018 BOARD OF REVIEW	RATIO	FACTOR	COUNTY EQUALIZED VALUE	TRUE CASH VALUE
BAGLEY	14,861,300	50.00%	1.0000	14,861,300	29,722,600
CHARLTON	26,310,000	50.00%	1.0000	26,310,000	52,620,000
CHESTER	28,753,400	50.00%	1.0000	28,753,400	57,506,800
CORWITH	7,841,200	50.00%	1.0000	7,841,200	15,682,400
DOVER	6,727,100	50.00%	1.0000	6,727,100	13,454,200
ELMIRA	77,126,100	50.00%	1.0000	77,126,100	154,252,200
HAYES	22,624,600	50.00%	1.0000	22,624,600	45,249,200
LIVINGSTON	24,639,100	50.00%	1.0000	24,639,100	49,278,200
OTSEGO LAKE	8,534,700	50.00%	1.0000	8,534,700	17,069,400
CITY OF GAYLORD	27,734,700	50.00%	1.0000	27,734,700	55,469,400
<b>COUNTY TOTAL</b>	<b>245,152,200</b>	<b>50.00%</b>		<b>245,152,200</b>	<b>490,304,400</b>

**OTSEGO COUNTY  
JURISDICTIONS IN SCHOOL DISTRICTS  
2018 EQUALIZED VALUE**

04/02/2018

SCHOOLS	REAL PROPERTY					TOTAL REAL	PERSONAL PROPERTY				TOTAL PERSONAL	GRAND TOTAL
	AGRICULTURAL	COMMERCIAL	INDUSTRIAL	RESIDENTIAL	DEVELOPMENTAL		COMMERCIAL	INDUSTRIAL	RESIDENTIAL	UTILITY		
69020 GAYLORD												
BAGLEY	1,792,300	18,998,200	3,319,600	210,699,300	0	234,809,400	3,878,600	501,600	0	10,481,100	14,861,300	249,670,700
CHESTER	4,591,200	872,900	1,297,200	39,910,100	0	46,671,400	286,000	3,560,500	0	11,077,100	14,923,600	61,595,000
DOVER	944,000	647,200	36,200	11,080,800	0	12,708,200	2,640,300	0	0	1,044,200	3,684,500	16,392,700
ELMIRA	5,225,800	2,980,600	6,790,900	65,003,300	0	80,000,600	1,069,800	0	0	76,056,300	77,126,100	157,126,700
HAYES	4,309,200	2,052,300	1,372,500	113,987,700	0	121,721,700	150,500	0	0	22,474,100	22,624,600	144,346,300
LIVINGSTON	8,742,400	25,968,000	376,000	81,616,600	0	116,703,000	2,245,600	230,400	0	22,094,900	24,570,900	141,273,900
OTSEGO LAKE	71,600	5,058,000	0	158,929,300	0	164,058,900	1,308,100	0	0	6,590,500	7,898,600	171,957,500
CITY OF GAYLORD	0	106,839,108	8,864,700	43,236,100	0	158,939,908	15,491,100	1,014,800	0	11,228,800	27,734,700	186,674,608
TOTALS	25,676,500	163,416,308	22,057,100	724,463,200	0	935,613,108	27,070,000	5,307,300	0	161,047,000	193,424,300	1,129,037,408
69021 GAYLORD(NO DEBT)												
OTSEGO LAKE	0	0	0	1,158,600	0	1,158,600	0	0	0	0	0	1,158,600
TOTALS	0	0	0	1,158,600	0	1,158,600	0	0	0	0	0	1,158,600
69030 JOHANNESBURG/LEWISTON												
CHARLTON	12,608,900	1,584,700	2,394,500	95,817,200	0	112,405,300	7,400	4,014,500	0	22,288,100	26,310,000	138,715,300
CHESTER	1,579,000	182,300	60,200	27,930,100	0	29,751,600	36,000	0	0	13,793,800	13,829,800	43,581,400
DOVER	4,668,600	528,200	137,700	18,213,100	0	23,547,600	800	0	0	2,887,800	2,888,600	26,436,200
TOTALS	18,856,500	2,295,200	2,592,400	141,960,400	0	165,704,500	44,200	4,014,500	0	38,969,700	43,028,400	208,732,900
69040 VANDERBILT												
CORWITH	1,354,700	2,943,000	1,618,800	67,104,300	0	73,020,800	470,900	120,200	0	7,250,100	7,841,200	80,862,000
DOVER	888,700	23,500	0	1,490,700	0	2,402,900	0	0	0	154,000	154,000	2,556,900
LIVINGSTON	988,900	102,500	0	2,997,400	0	4,088,800	0	0	0	68,200	68,200	4,157,000
TOTALS	3,232,300	3,069,000	1,618,800	71,592,400	0	79,512,500	470,900	120,200	0	7,472,300	8,063,400	87,575,900
20015 CRAWFORD\AUSABLE												
OTSEGO LAKE	0	954,200	0	9,473,400	0	10,427,600	4,900	0	0	631,200	636,100	11,063,700
TOTALS	0	954,200	0	9,473,400	0	10,427,600	4,900	0	0	631,200	636,100	11,063,700
(DEBT ONLY) OTSEGO LAKE	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	0	0	0	0	0	0	0	0	0	0	0	0
C.O.P. INTERMEDIATE												
BAGLEY	1,792,300	18,998,200	3,319,600	210,699,300	0	234,809,400	3,878,600	501,600	0	10,481,100	14,861,300	249,670,700
CHARLTON	12,608,900	1,584,700	2,394,500	95,817,200	0	112,405,300	7,400	4,014,500	0	22,288,100	26,310,000	138,715,300
CHESTER	6,170,200	1,055,200	1,357,400	67,840,200	0	76,423,000	322,000	3,560,500	0	24,870,900	28,753,400	105,176,400
CORWITH	1,354,700	2,943,000	1,618,800	67,104,300	0	73,020,800	470,900	120,200	0	7,250,100	7,841,200	80,862,000
DOVER	6,501,300	1,198,900	173,900	30,784,600	0	38,658,700	2,641,100	0	0	4,086,000	6,727,100	45,385,800
ELMIRA	5,225,800	2,980,600	6,790,900	65,003,300	0	80,000,600	1,069,800	0	0	76,056,300	77,126,100	157,126,700
HAYES	4,309,200	2,052,300	1,372,500	113,987,700	0	121,721,700	150,500	0	0	22,474,100	22,624,600	144,346,300
LIVINGSTON	9,731,300	26,070,500	376,000	84,614,000	0	120,791,800	2,245,600	230,400	0	22,163,100	24,639,100	145,430,900
OTSEGO LAKE	71,600	5,058,000	0	160,087,900	0	165,217,500	1,308,100	0	0	6,590,500	7,898,600	173,116,100
CITY OF GAYLORD	0	106,839,108	8,864,700	43,236,100	0	158,939,908	15,491,100	1,014,800	0	11,228,800	27,734,700	186,674,608
TOTALS	47,765,300	168,780,508	26,268,300	939,174,600	0	1,181,988,708	27,585,100	9,442,000	0	207,489,000	244,516,100	1,426,504,808
C.O.O.R. INTERMEDIATE												
OTSEGO LAKE	0	954,200	0	9,473,400	0	10,427,600	4,900	0	0	631,200	636,100	11,063,700
TOTALS	0	954,200	0	9,473,400	0	10,427,600	4,900	0	0	631,200	636,100	11,063,700
KIRTLAND COMMUNITY												
OTSEGO LAKE	0	954,200	0	10,632,000	0	11,586,200	4,900	0	0	631,200	636,100	12,222,300
TOTALS	0	954,200	0	10,632,000	0	11,586,200	4,900	0	0	631,200	636,100	12,222,300
STATE EQUALIZED VALUE	1,437,568,508											

# DEPARTMENT REPORT FOR COMMISSIONER'S MEETING

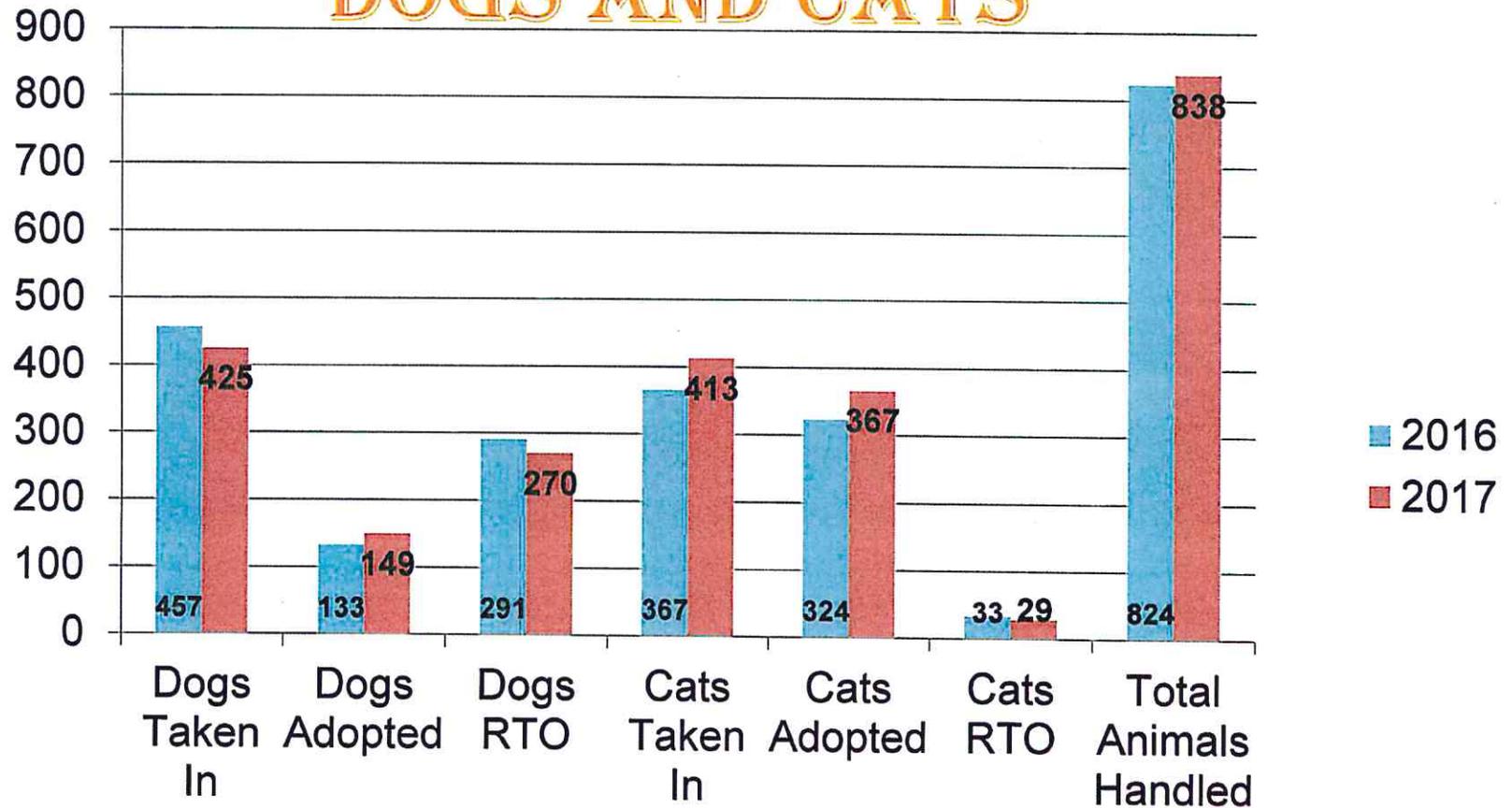
**MEETING DATE:** 04/10/2018

**DEPARTMENT:** Animal Control

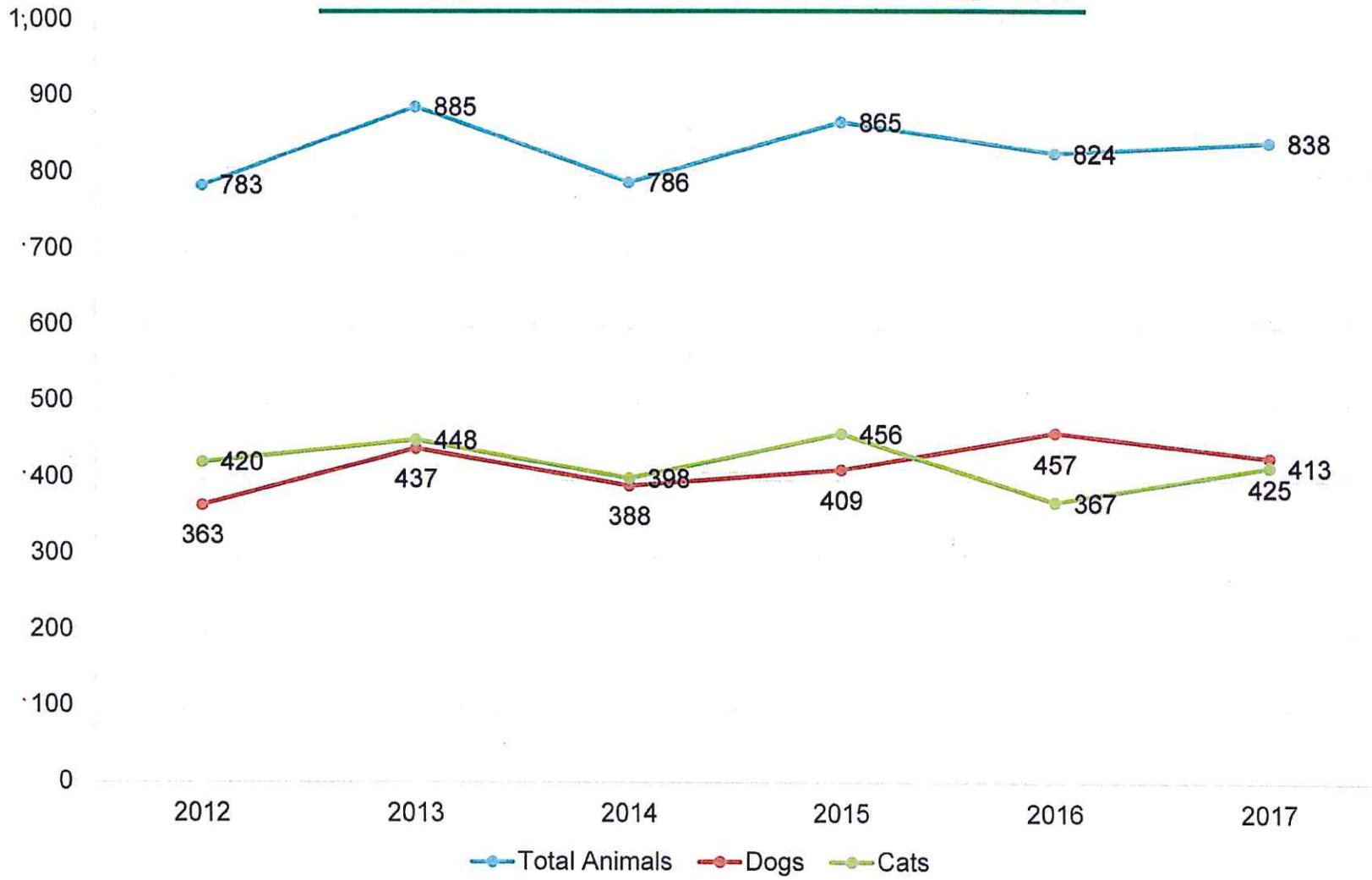
**PRESENTER:** Melissa FitzGerald

# ANIMAL SHELTER

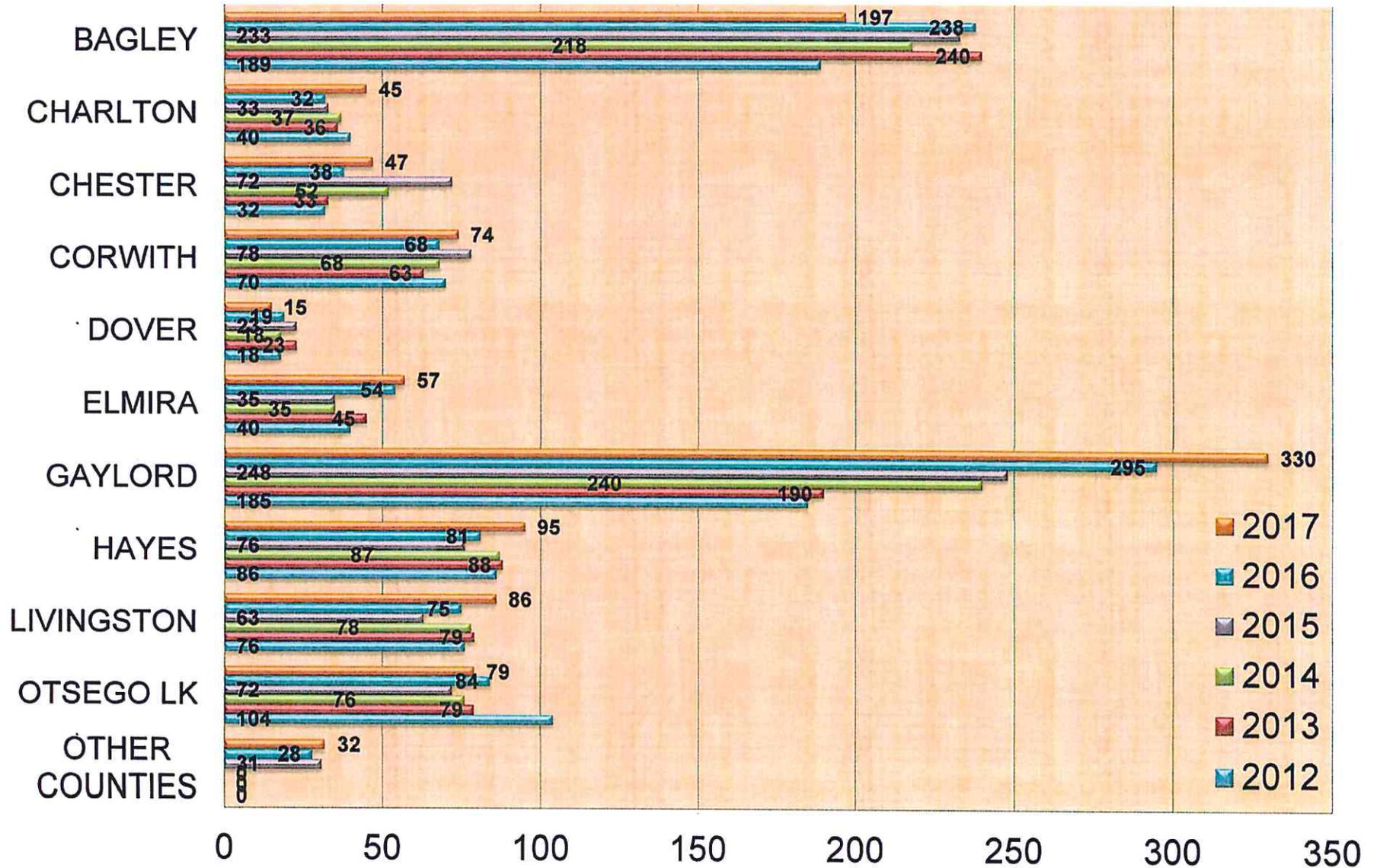
## DOGS AND CATS



# 5 Year Shelter Animal Intake Overview

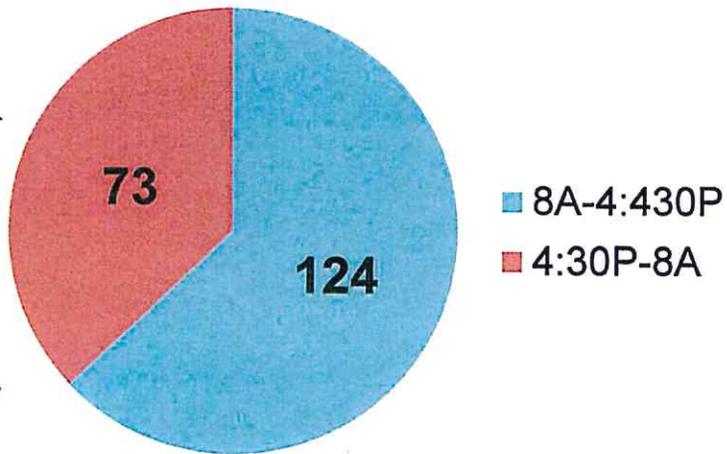


## ANIMAL CONTROL COMPLAINTS By Township 5 Year Overview

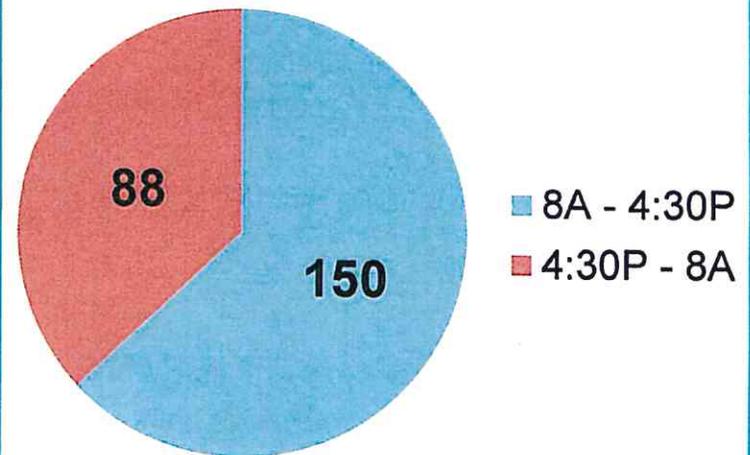


# BAGLEY TOWNSHIP

**2017 COMPLAINT  
TOTALS = 197**

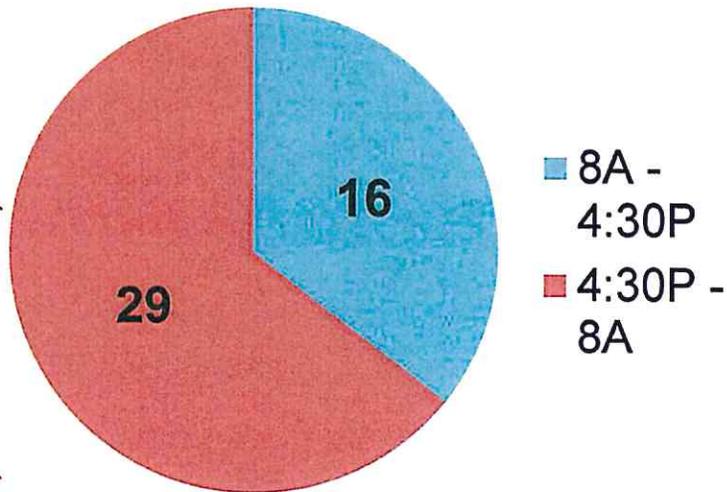


**2016 COMPLAINT  
TOTALS = 238**

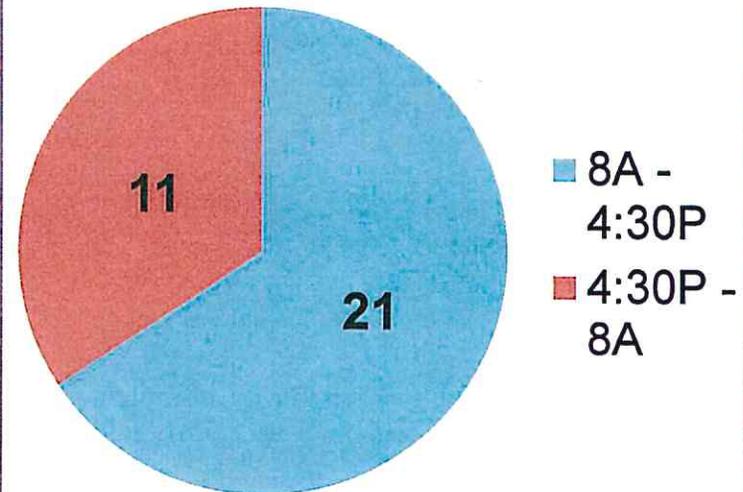


# CHARLTON TOWNSHIP

**2017 COMPLAINT  
TOTALS = 45**

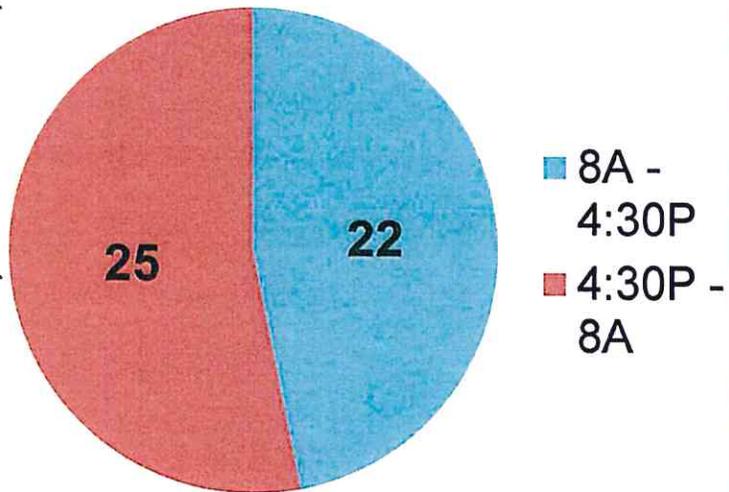


**2016 COMPLAINT  
TOTALS = 32**

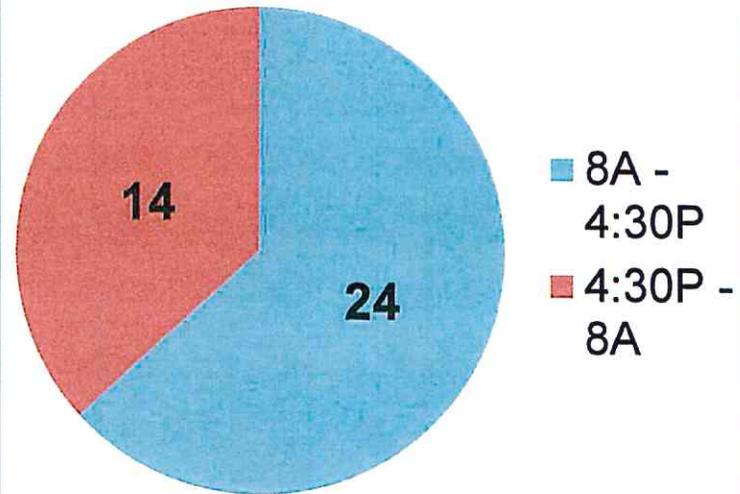


# CHESTER TOWNSHIP

**2017 COMPLAINT  
TOTALS = 47**

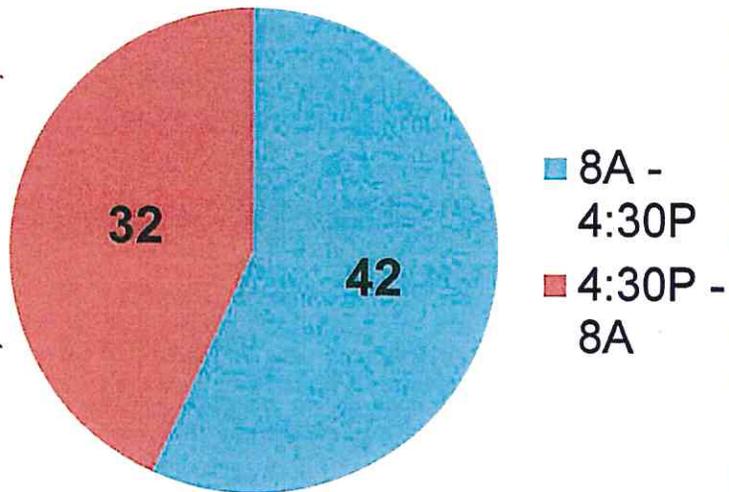


**2016 COMPLAINT  
TOTALS = 38**

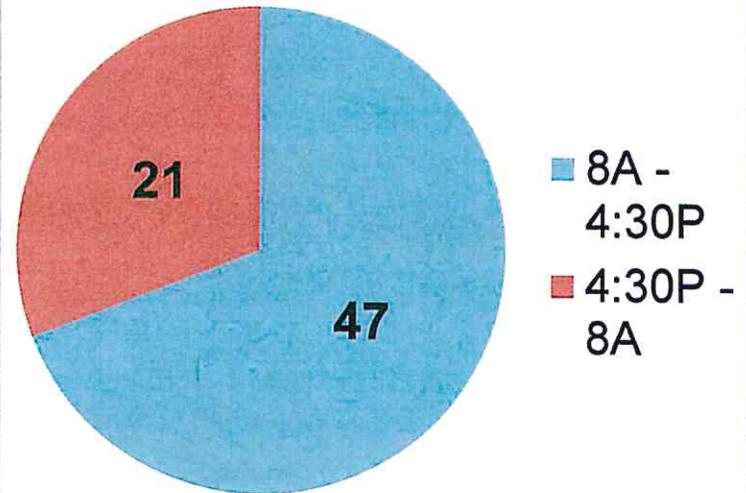


# CORWITH TOWNSHIP

**2017 COMPLAINT  
TOTALS = 74**

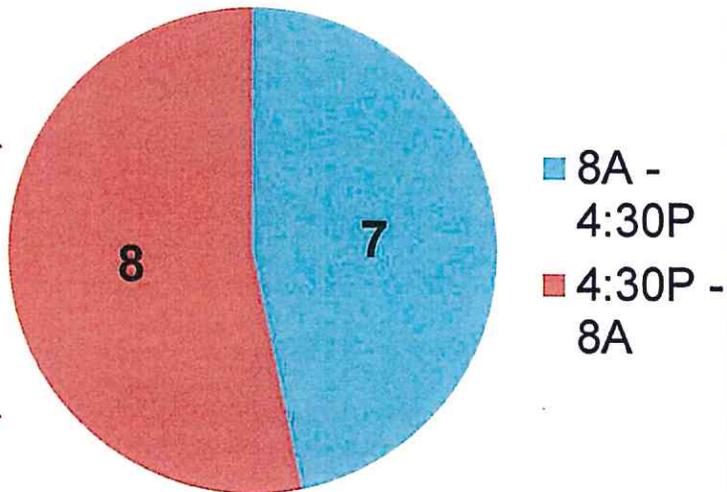


**2016 COMPLAINT  
TOTALS = 68**

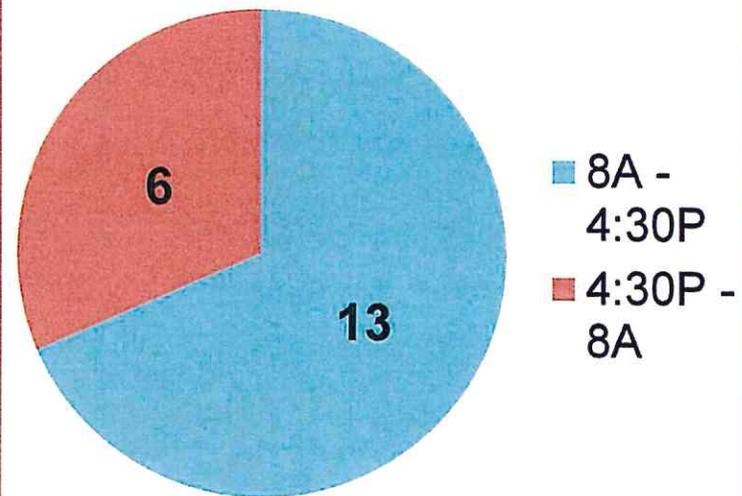


# DOVER TOWNSHIP

**2017 COMPLAINT  
TOTALS = 15**

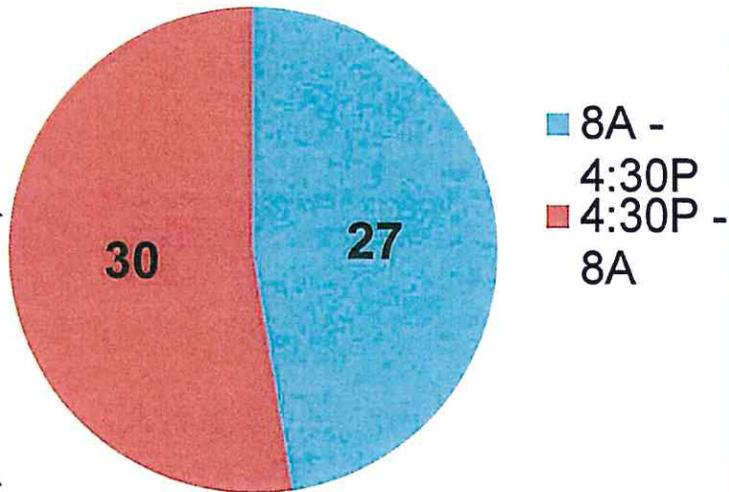


**2016 COMPLAINT  
TOTALS = 19**

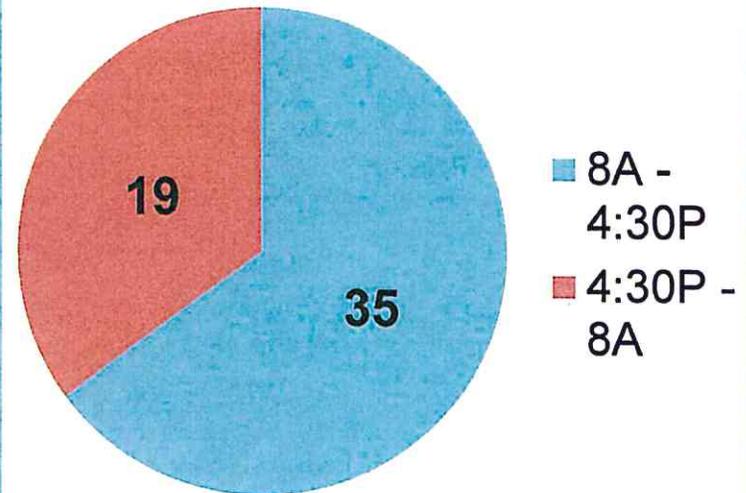


# ELMIRA TOWNSHIP

**2017 COMPLAINT  
TOTALS = 57**

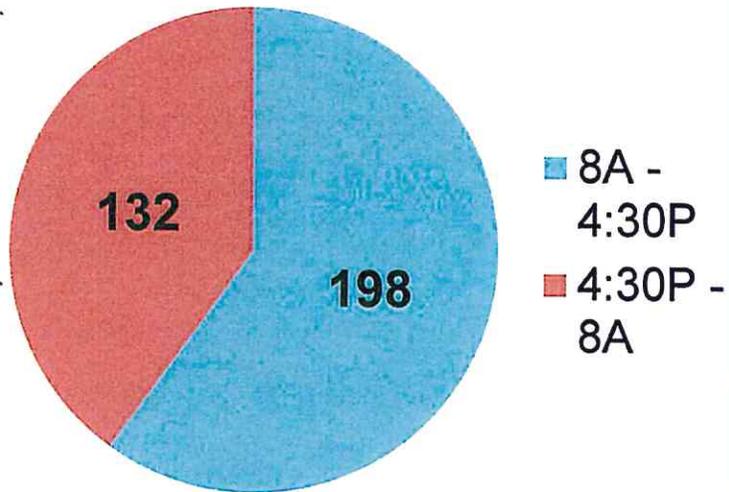


**2016 COMPLAINT  
TOTALS = 54**

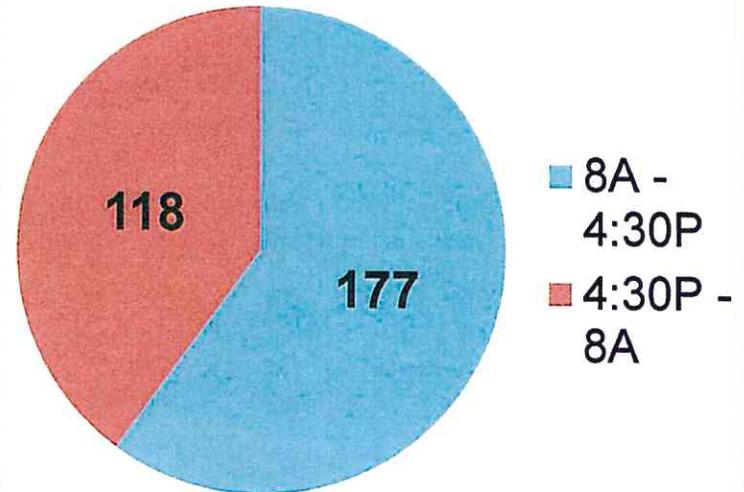


# CITY OF GAYLORD

**2017 COMPLAINT  
TOTALS = 330**

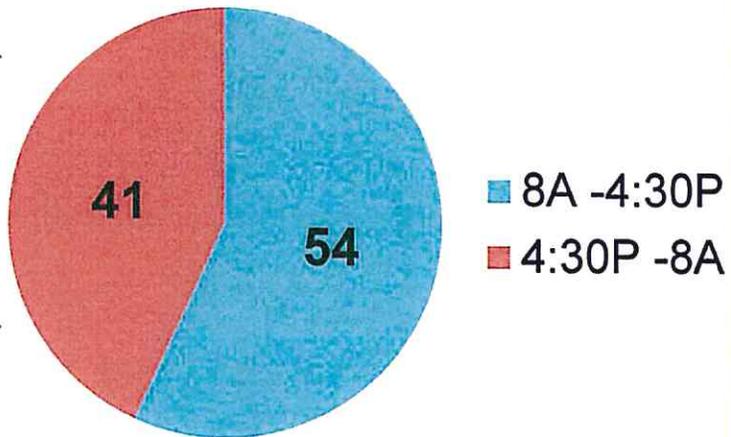


**2016 COMPLAINT  
TOTALS = 295**

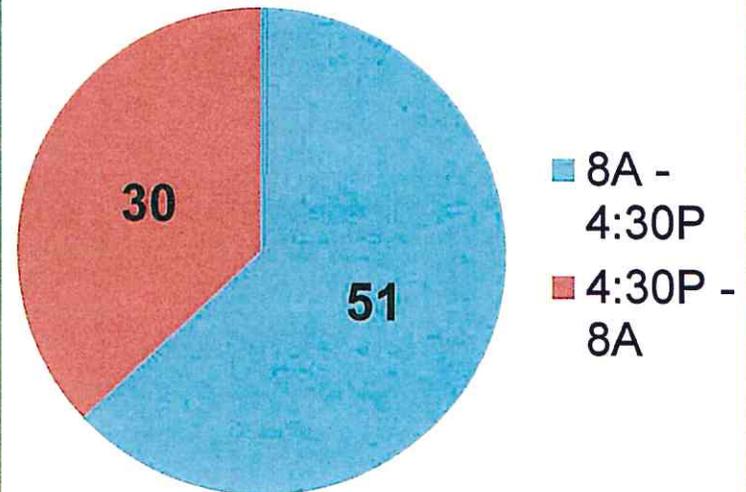


# HAYES TOWNSHIP

**2017 COMPLAINT  
TOTALS = 95**

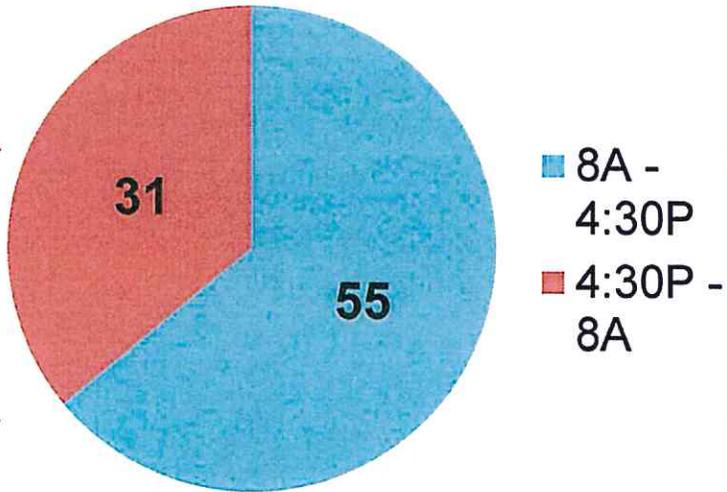


**2016 COMPLAINT  
TOTALS = 81**

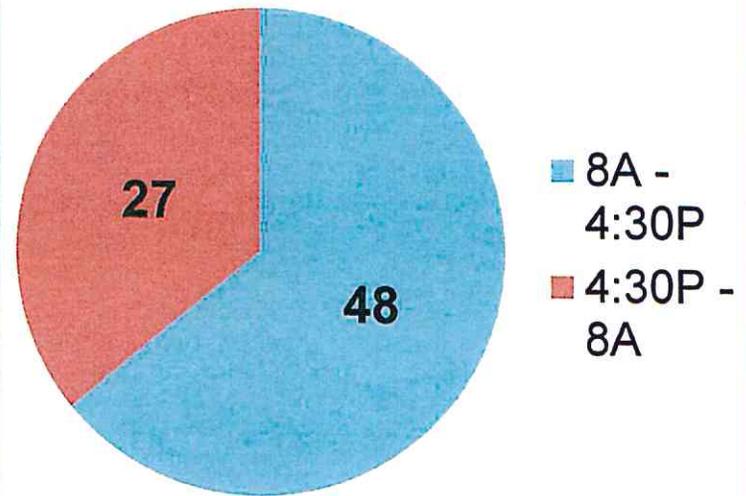


# LIVINGSTON TOWNSHIP

**2017 COMPLAINT  
TOTALS = 86**

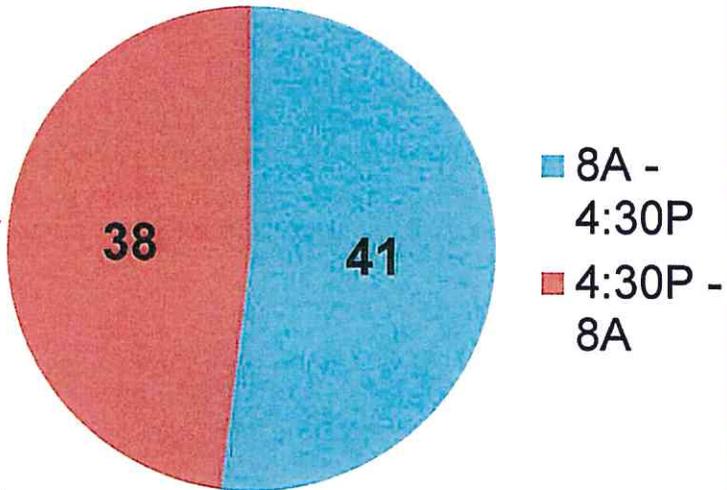


**2016 COMPLAINT  
TOTALS = 75**

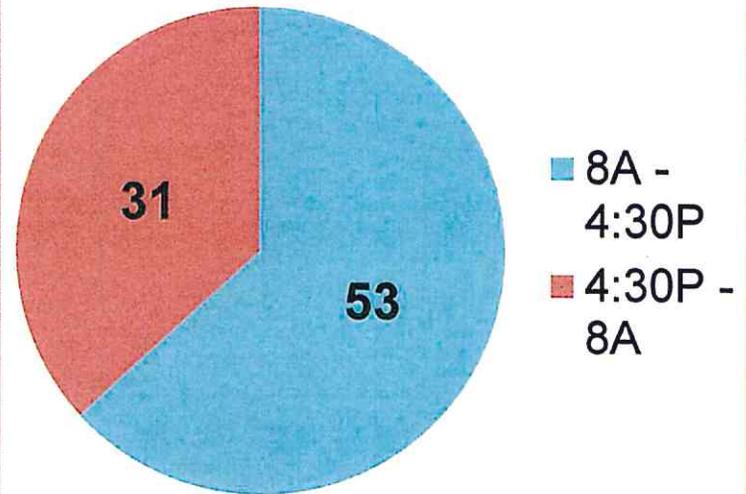


# OTSEGO LK TOWNSHIP

**2017 COMPLAINT  
TOTALS = 79**

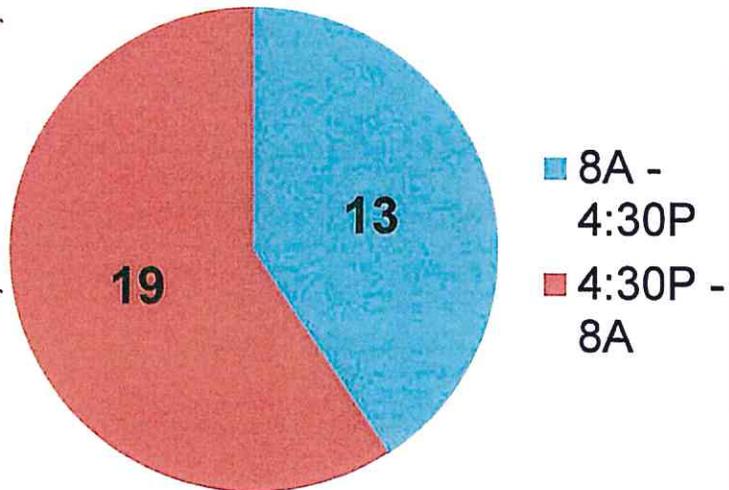


**2016 COMPLAINT  
TOTALS = 84**

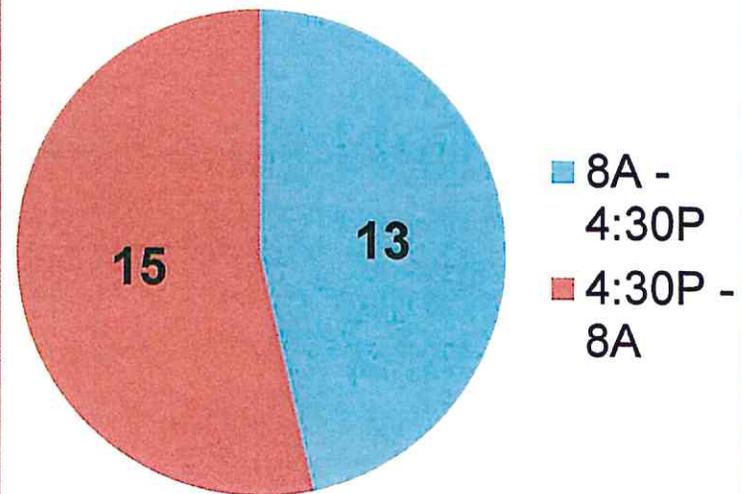


# OTHER COUNTIES

**2017 COMPLAINT  
TOTALS = 32**



**2016 COMPLAINT  
TOTALS = 28**



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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  C2AE Contract for Professional Engineering Services for the Louis M. Groen Nature Preserve's New Entrance and Parking Lot Project	<b>AGENDA DATE:</b>  April 10, 2018
<b>AGENDA PLACEMENT:</b>  Committee Reports A. Parks & Recreation Committee Recommendations, Item 1.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  Rachel Frisch, County Administrator	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

C2AE has submitted a contract proposal for the preparation of plans, specifications and bidding documents for the development of the Louis M. Groen Nature Preserve's New Entrance and Parking Lot Project.

**RECOMMENDATION:**

Staff requests approval of the contract proposal submitted by C2AE for the preparation of plans, specifications and bidding documents for the development of the Louis M. Groen Nature Preserve's New Entrance and Parking Lot Project.

March 22, 2018

Ms. Rachel Frisch, Administrator  
Otsego County  
225 West Main St  
Gaylord, MI 49735

**Re: Proposal for Professional Engineering Services: Otsego County - Louis M. Groen Nature Preserve  
New Entrance and Parking Lot Project**

Dear Rachel,

In response to your request, we are pleased to submit our proposal for the above project. We truly value our relationship with Otsego County and greatly appreciate your continued confidence in C2AE. We would be pleased to address any questions or comments that you may have.

#### PROJECT UNDERSTANDING

In June 2017, C2AE assisted Otsego County in developing a concept plan for the Louis M. Groen Nature Preserve main entrance relocation in accordance with the guidelines of the Louis M. Groen Foundation. Attached, please find a copy of the preliminary opinion of probable construction costs and the concept plan. At this time, the County has requested a proposal from C2AE to proceed with developing the concept plan into a complete set of bidding documents and also for construction administration of the work.

The main design elements of the project include:

- Crushed limestone/afton stone entrance driveway (25 feet wide) off Hetherton Road into the new parking lot.
- Crushed limestone/afton stone parking lot similar in size to what is shown on the concept plan.
- Crushed limestone/afton stone pathway (8 feet wide) from the new entrance location, extending northerly then easterly along the entrance driveway and extending to the existing building as shown on the concept plan.
- Concrete sidewalk (5 feet wide) from the existing sidewalk at the NE corner of the M-32/Hetherton Road intersection, east within the Hetherton Road right-of-way, to the new entrance location as shown on the concept plan.
- A new entrance fence/gate at the north Hetherton Road right-of-way line similar to the existing entrance on the property (existing gate photo is attached). If budget does not allow to match the existing entrance, design an entrance similar in size, but using more economical materials.
- Design proposed landscaping (trees) along the entrance driveway to create a "tunnel of trees" and a landscape buffer (trees) between the existing Elm Street right-of-way and the new entrance into the nature preserve. All trees will be native to Michigan.
- Restore (topsoil & seed) all areas disturbed by construction.
- All project elements shall be designed to meet ADA accessibility requirements.
- No electrical power is required for the project elements.
- The proposed pavilion and restroom shown on the concept plan will not be designed at this time.
- Develop a two-track trail extension (not required to be ADA accessible) to connect existing trails on the property (the location is shown on the attached trail exhibit).

## SCOPE

C2AE proposes to provide design, bidding and construction phase services for the Otsego County-Louis M. Groen Nature Preserve – New Entrance and Parking Lot Project, described above, as follows:

### Design Phase Services

1. Kick-Off Meeting: Meet with the County staff to review the project requirements, including the scope of services and schedule.
2. Topographic Survey: Prepare a topographic survey of the project area. The topographic survey will be completed with ground crews utilizing “Total Station” or GPS electronic data collection for direct input into computer software.
3. Landscape Design: Complete landscape design for the proposed improvements.
4. Construction Documents: Develop construction documents (plans and specifications) for the Otsego County-Louis M. Groen Nature Preserve – New Entrance and Parking Lot Project based on the main elements of the project listed on the previous page. Complete the structural design of the new entrance fence/gate. Preliminary plans will be provided to the County for review and comment prior to the completion of final design.
5. Opinion of Probable Construction Costs: Prepare quantities and engineers detailed itemized cost opinion for the project.
6. Final Design Package: Assemble the final design package, including plans, specifications, and opinion of probable construction cost. Complete a final design review with the County.
7. Final Revisions: Make final revisions based on the above review and comment.

### Bidding Phase Services

1. Advertisement: Advertise the project locally and at various Michigan plan rooms as chosen by the County. The costs of advertisement will be paid directly by the County.
2. Distribution of Plans and Specifications: Issue plans and specifications to requesting contractors and maintain bidders’ list.
3. Contractor Communications: Respond to contractor questions and issue addenda as necessary.
4. Attend Bid Opening/Bid Tabulation: Assist the County with the bid opening and tabulate the bid results.
5. Recommendation of Contract Award: Review the bid prices and review qualifications of the low bidder. Make recommendation to the County for award of the project.
6. Execution of Contract Documents: Prepare Contract Documents for execution by the County and the selected contractor.

### **Construction Phase Services**

1. **Pre-Construction Conference:** Schedule and conduct a pre-construction conference to review the project with the County, the contractor, sub-contractor(s), utility companies and other interested parties. Review project schedule. Record meeting minutes and distribute.
2. **Shop Drawing Review:** Provide shop drawing review in accordance with submittal requirements defined in the specifications.
3. **Construction Observation:** Provide part-time periodic observation based on the work taking place to monitor the project construction progress. Periodic observation is anticipated during concrete work, aggregate placement and for density testing. Prepare inspection reports for days on-site, record density/material testing data and record quantities of work completed. The County may also choose to provide periodic observation of construction progress and communicate the status with the Engineer.
4. **Density/Materials Testing:** Provide density and material testing services as needed (in accordance with engineer's judgment) for the project. Testing of items anticipated for footings, concrete/stone entrance and aggregate surface course.
5. **Construction Administration:** Provide office assistance for compliance with the contract documents, consult with the County during construction, review and approve estimates for progress and final payment, and provide reports and maintain such records as are required to document the work.
6. **Final Inspection and Project Closeout:** Attend the final project inspection with the County and contractor representatives. Prepare a final punch list for project completion. Complete project closeout with the County.

### **SCHEDULE**

Design phase services are expected to take 4 weeks to complete, and should begin immediately, following proposal approval. Project advertisement is expected to place in late-May or early-June, with construction starting soon after bidding is complete. Construction completion and project closeout is expected to take place mid to late summer, 2018.

### **FEE**

#### **Design and Bidding Phase Services**

C2AE proposes to provide design and bidding phase engineering services for this project on a lump sum basis, as follows:

Design Phase Services	\$11,800
Bidding Phase Services	\$1,800

#### **Construction Phase Services**

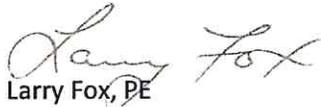
C2AE proposes to provide the scope of construction engineering services on a time and material basis with the total estimated amount of \$5,700.

The following assumptions are made for the basis for the construction fees:

- The majority of project construction will be completed in 4 weeks. However, gate construction will take more time to complete.
- Construction Administration will be on an as needed basis and is anticipated to require an average of 2 hours per week (8 hours total).
- Construction Observation and Testing will be on a periodic part-time basis, requiring an engineering technician for an average of 4 hours per week (16 hours total).

We have included our Standard Contract Provisions as part of our proposal. If the terms and conditions as stated are acceptable, please countersign and return one (1) copy to our office. Please do not hesitate to contact us should you have any questions or concerns, or if you need additional information.

Sincerely,  
C2AE



Larry Fox, PE  
Principal Owner | Project Manager

Accepted by:

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Client

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Date

The parties to this agreement, Capital Consultants, Inc., a Michigan Corporation doing business as C2AE in the State of Michigan, hereinafter called the A|E CONSULTANT and the Otsego County, Gaylord, Michigan, hereinafter called the OWNER, hereby agree to the following conditions:

- A. Limit of Scope: The services provided by the A|E CONSULTANT shall be limited to those described in the Scope of Services.
- B. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the A|E CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the A|E CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The A|E CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the A|E CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- C. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such services in writing. Additional services will be billed monthly as work progresses and invoices are due upon receipt.
- D. Standard of Care: In providing services under this Agreement, the A|E CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the A|E CONSULTANT and by mutual agreement between the parties, the A|E CONSULTANT will without additional compensation, correct those services not meeting such a standard.
- E. ADA Compliance: The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. The OWNER acknowledges that the requirement of the ADA will be subject to various and possibly contradictory interpretations. The A|E CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The A|E CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.
- F. Code Compliance: The A|E CONSULTANT shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the A|E CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
- G. Permits and Approvals: The A|E CONSULTANT shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the A|E CONSULTANT's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the A|E CONSULTANT and included in the scope of Basic Services of this Agreement.
- H. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the A|E CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the A|E CONSULTANT's opinions of probable construction costs are made on the basis of the A|E CONSULTANT's professional judgment and experience. The A|E CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the A|E CONSULTANT's opinion of probable construction cost.

- I. Schedule for Rendering Services: The A|E CONSULTANT shall prepare and submit for OWNER approval a schedule for the performance of the A|E CONSULTANT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the A|E CONSULTANT's reasonable control.
- J. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the A|E CONSULTANT in the course of and for the purpose of meeting this contract are the property of the A|E CONSULTANT, and shall remain in the possession of the A|E CONSULTANT. The OWNER shall have access to the above named material during normal business hours of the A|E CONSULTANT during and after completion of this contract. The OWNER may obtain copies of any of the above named material. Copies of electronic media may be obtained by the OWNER. (See Alteration and Reuse of CAD Information provision of this Agreement.)
- K. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the A|E CONSULTANT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the A|E CONSULTANT in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the A|E CONSULTANT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the A|E CONSULTANT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the A|E CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorneys fees arising out of the unauthorized modification of these materials.
- L. Record Documents: Upon completion of the work, the A|E CONSULTANT shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the A|E CONSULTANT shall assume will be reliable, the A|E CONSULTANT cannot and does not warrant their accuracy.
- M. Payment Terms: Invoices will be submitted by the A|E CONSULTANT monthly, are due upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- N. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the A|E CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after receipt of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the A|E CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- O. Abandonment of Work: If any work is abandoned or suspended, the A|E CONSULTANT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
- P. Errors and Omissions Insurance: The A|E CONSULTANT maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the A|E CONSULTANT's liability to the OWNER and to all Construction

Contractors and Subcontractors on the project due to the A|E CONSULTANT's negligent acts, errors, or omissions, such that the total aggregate liability of the A|E CONSULTANT to all those named shall not exceed \$19,300.

- Q. Betterment: If, due to the A|E CONSULTANT's negligence, a required item or component of the project is omitted from the A|E CONSULTANT's construction documents, the A|E CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the A|E CONSULTANT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.
- R. Indemnification: The A|E CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the A|E CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the A|E CONSULTANT is legally liable.

The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, directors, employees and subconsultants (collectively, A|E CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither the OWNER nor the A|E CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

- S. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the A|E CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the A|E CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- T. Part-Time Construction Observation: The A|E CONSULTANT shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the OWNER and the A|E CONSULTANT, in order to observe the progress and quality of the work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the A|E CONSULTANT, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

Based on this general observation, the A|E CONSULTANT shall keep the OWNER informed about the progress of the work and shall endeavor to guard the OWNER against deficiencies in the work.

The A|E CONSULTANT shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The A|E CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. The A|E CONSULTANT does not guarantee

the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

U. Jobsite Safety: Neither the professional activities of the A|E CONSULTANT, nor the presence of the A|E CONSULTANT or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The A|E CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the A|E CONSULTANT and the A|E CONSULTANT's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

V. Hazardous Materials: As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that the A|E CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the A|E CONSULTANT or any other party encounters any hazardous or toxic materials, or should it become known to the A|E CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the A|E CONSULTANT's services, the A|E CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

The OWNER agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, partners, employees and consultants (collectively, A|E CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the A|E CONSULTANT.

W. Change Orders/Stop Work Orders: The A|E CONSULTANT and the OWNER agree that any construction contract change orders or stop work orders must be approved in writing by the OWNER.

X. Agreement Not to Claim for Cost of Certain Change Orders: The OWNER recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications and other design documentation furnished by the A|E CONSULTANT or in the other professional services performed or furnished by the A|E CONSULTANT under this Agreement whether caused by professional negligence or by imperfections that are within professional standards ("Covered Change Orders"). Accordingly, the OWNER agrees not to sue and otherwise to make no claim directly or indirectly against the A|E CONSULTANT on the basis of professional negligence, breach of contract or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed 5% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of the A|E CONSULTANT for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that the OWNER would have

incurred if the Covered Change Order work had been included originally in the Contract Documents without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Drawings, Specifications and other design documents furnished by the A|E CONSULTANT or in the A|E CONSULTANT's other professional services related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, the A|E CONSULTANT is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order.

- Y. Dispute Resolution: The OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing per State law and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to a court of competent jurisdiction.



123 West Main Street  
 Suite 200  
 Gaylord, MI 49735  
 P: 989.732.8131  
 F: 989.732.2714  
 info@c2ae.com  
 www.c2ae.com

**OTSEGO COUNTY**  
**Lous M. Groen Nature Preserve**  
**New Entrance and Parking lot Project**  
**Preliminary Opinion of Probable Construction Costs**

Item #	ITEM DESCRIPTION	Estimated Quantity	Item Unit	Unit Price	Total Price
1	Mobilization, Max. 10%	1	LS	\$10,930.00	\$10,930.00
2	Parking Lot Grading	1	LS	\$10,000.00	\$10,000.00
3	Pathway Grading	19.1	Sta	\$200.00	\$3,820.00
4	Driveway Grading	10.5	Sta	\$700.00	\$7,350.00
5	Aggregate Surface Cse, 6 inch	6,280	Syd	\$8.00	\$50,240.00
6	Concrete Curb	100	Lft	\$30.00	\$3,000.00
7	HMA Entrance at Hetherton Road (3 inch)	26	Ton	\$125.00	\$3,250.00
8	Connecting Trail	1	LS	\$3,000.00	\$3,000.00
9	Landscaping Allowance	1	LS	\$0.00	\$0.00
10	Entrance Gate/Fence Allowance	1	LS	\$0.00	\$0.00
11	Restoration (3" Topsoil, Seed & Mulch)	8,160	Syd	\$3.50	\$28,560.00
<b>SUBTOTAL=</b>					<b>\$120,150.00</b>
<b>10% CONTINGENCY =</b>					<b>\$12,015.00</b>
<b>TOTAL ESTIMATED COST=</b>					<b>\$132,165.00</b>

\* Entrance Gate/Fence and Landscaping Allowances are not included in this cost opinion





ECHO VALLEY RANCH

2561

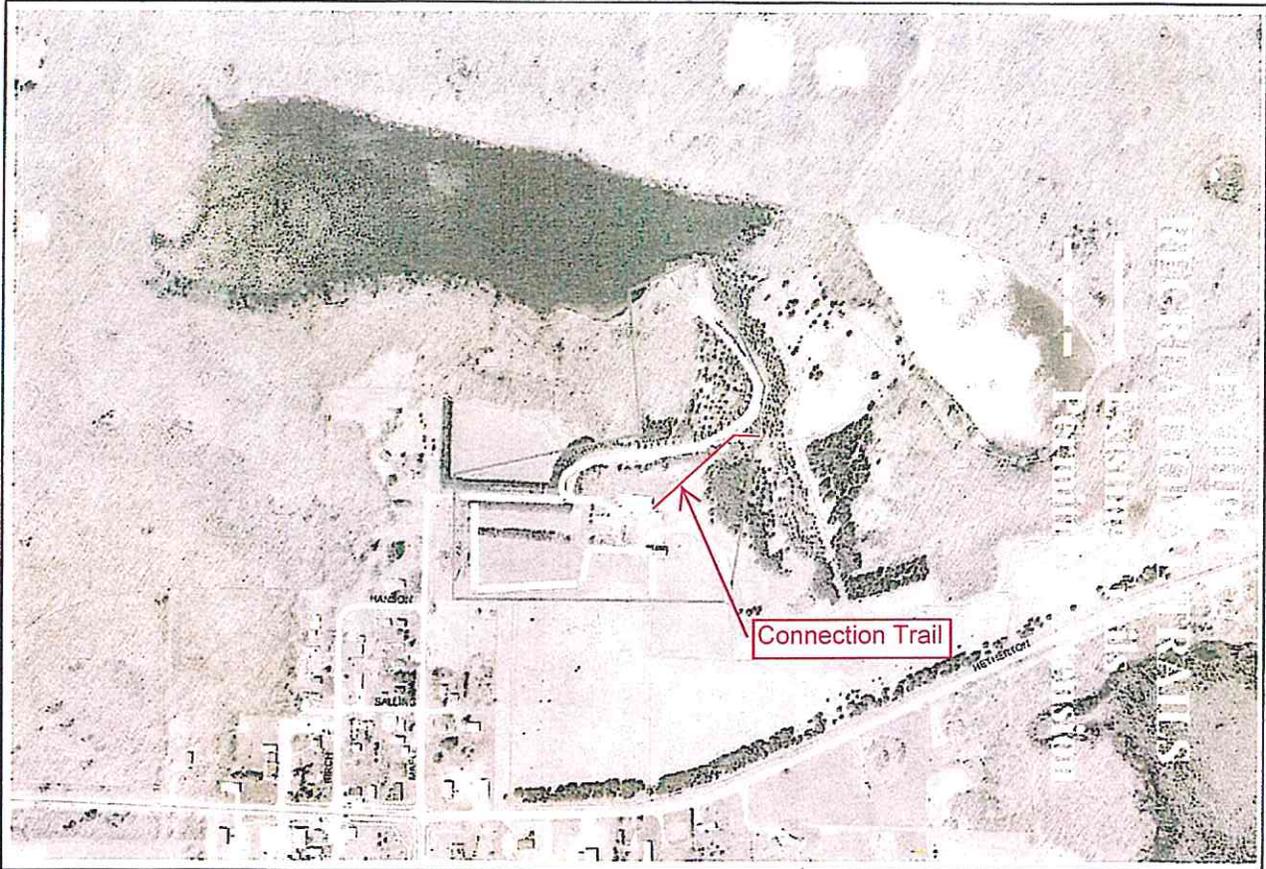
LOUIS M. GROEN

ECHO VALLEY RANCH



USE# 1449

PAGE 849



Groen Nature Preserve

Scale: 1" = 500'

Date of Photography: Spring, 2014



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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  April 10, 2018 Warrant	<b>AGENDA DATE:</b>  April 10, 2018
<b>AGENDA PLACEMENT:</b>  New Business, A. Financials, Item 1	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  Tim Hanley, Finance Director/Assistant County Administrator	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

The County issues a check disbursement report (Warrant) every week for County payables as well as occasional unavoidable supplemental warrants. The following warrant will be on the agenda.

The April 10, 2018 warrant is in the amount of \$210,678.83. Major expenditures in the warrant include:

- \$54,082.43 MERS March 2018

**RECOMMENDATION:**

Staff requests approval of the warrant detailed above with a total amount of \$210,678.83.

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO  
CHECK NUMBER 69608

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 701 GENERAL AGENCY							
01/16/2018	AP	69608	LAURA MARTIN	16-96-DL RESTITUTION PAYMENT BY KADINCE FROST		** VOIDED **	
			TOTAL - ALL FUNDS	Total for fund 701 GENERAL AGENCY			0.00 0.00

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO  
 CHECK DATE FROM 04/10/2018 - 04/10/2018

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
04/10/2018	AP	1823(A)	US POSTAL SERVICE-CAPS SVC CENTER	MAY 2018 JURY SUMMONS MAILING	930.450	145	194.00
04/10/2018	AP	70618	ADVANCED CORRECTIONAL HEALTHCARE	INMATE HEALTH CARE #74500	930.470	351	3,590.24
04/10/2018	AP	70625	BILL MARSH FORD GAYLORD	69-7 TIRE ROTATION AND BALANCE	726.050	301	39.95
				69-5 FAN / MOTOR ASSY	726.050	301	457.10
				CHECK AP 70625 TOTAL FOR FUND 101:			<u>497.05</u>
04/10/2018	AP	70627	BROCK ARTFITCH	MARCH 2018	801.020	648	705.00
				MARCH 2018	801.020	648	100.00
				MARCH 2018	930.460	648	20.00
				MARCH 2018	930.460	648	500.00
				CHECK AP 70627 TOTAL FOR FUND 101:			<u>1,325.00</u>
04/10/2018	AP	70634	COUNTY EQUALIZATION SERVICES	INV#201811 (MARCH 2018)	801.025	257	5,000.00
04/10/2018	AP	70636	CURTISS REPORTING CORP	INV 18201; TRANSCRIPT OF 17-34167 FY, 3-23-17	726.000	267	62.90
04/10/2018	AP	70637	DANIEL PHILLIPS	MARCH 2018	801.020	648	1,830.00
				MARCH 2018	801.020	648	100.00
				MARCH 2018	930.460	648	78.00
				MARCH 2018	930.460	648	350.00
				CHECK AP 70637 TOTAL FOR FUND 101:			<u>2,358.00</u>
04/10/2018	AP	70640	DMC TECHNOLOGY GROUP INC	IBM I V7 AS400 UPGRADE - DISKS	970.450	131	350.00
04/10/2018	AP	70641	DONNA A CURIK	GUARDIANSHIP REVIEW ON 3/21/18	930.500	131	22.00
				GUARDIANSHIP REVIEW ON 3/21/18	930.830	131	30.00
				CHECK AP 70641 TOTAL FOR FUND 101:			<u>52.00</u>
04/10/2018	AP	70642	DOUG KASSUBA	NETWORK DROP FOR STORAGE ROOM PHONE	920.400	131	150.00
04/10/2018	AP	70643	DOUGLAS HEMPENSTALL	MARCH 2018	801.020	648	100.00
04/10/2018	AP	70644*#	DUNNS	4 PART PAPER	726.000	131	549.95
				CASH BOX	726.000	131	35.99
				CASH BOXES	726.000	131	77.85
				WRIST KEY CHAINS	726.000	131	38.25
				KEY CHAIN	726.000	131	4.25

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO  
 CHECK DATE FROM 04/10/2018 - 04/10/2018

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
				INV 877573, 877680; DEPT 406; INV 877760, DEPT 3589	726.000	267	206.47
				INV 877573, 877680; DEPT 406; INV 877760, DEPT 3589	726.000	267	53.54
				CIVIL SUPPLIES	726.000	302	36.78
				CHECK AP 70644 TOTAL FOR FUND 101:			<u>1,003.08</u>
04/10/2018	AP	70646#	EMPIRIC SOLUTIONS INC	INVS.#7663 & 7665	801.020	131	904.15
				INVS.#7663 & 7665	801.030	228	5,321.85
				CHECK AP 70646 TOTAL FOR FUND 101:			<u>6,226.00</u>
04/10/2018	AP	70648	EXTREME POWER SPORTS	SNOWMOBILE GRANT	726.050	333	120.49
04/10/2018	AP	70656#	GAYLORD DRY CLEANERS	MARCH DRY CLEANING	920.410	301	100.00
				MARCH DRY CLEANING	920.410	302	40.00
				MARCH DRY CLEANING	920.410	334	30.00
				MARCH DRY CLEANING	920.410	351	124.50
				CHECK AP 70656 TOTAL FOR FUND 101:			<u>294.50</u>
04/10/2018	AP	70658	GENESEE COUNTY MEDICAL EXAMINER	INV#1810005 (AUTOPSY #A69-17-2031)	930.920	648	1,230.00
04/10/2018	AP	70661	HAMILTON COUNTY CLERK'S OFFICE	SERVICE RE CHILD SUPP. DOCS, 18-17146 DP LABOUEF V KING	930.450	268	60.00
04/10/2018	AP	70665#	IMAGE FACTORY INC	WINDOW ENVELOPES	726.000	131	411.49
04/10/2018	AP	70666#	IMPREST CASH-ADMINISTRATION	REPLENISH IMPREST CASH	726.000	101	13.32
04/10/2018	AP	70668	JASON CAVERSON	PLANNING COMMISSION MEETING 03/19/18	703.040	721	50.00
				PLANNING COMMISSION MEETING 03/19/18	930.500	721	15.00
				CHECK AP 70668 TOTAL FOR FUND 101:			<u>65.00</u>
04/10/2018	AP	70669	JENNIFER BOYER	INV 0108; PADGETT PRELIM TRANSC. 3-1-18	726.000	267	129.15
04/10/2018	AP	70673	JOYCE DARLENE FETROW	MARCH 2018 WEEKEND DRUG TESTER: MAR.30, 31	940.010	133	80.00
				APRIL 2018 WEEKEND DRUG TESTER: APR. 1	940.010	133	40.00
				CHECK AP 70673 TOTAL FOR FUND 101:			<u>120.00</u>
04/10/2018	AP	70674	JUDICIAL MANAGEMENT SYSTEMS INC	MSP LEIN AUDIT COMPLIANCE SOFTWARE UPDATE	970.450	131	275.00
04/10/2018	AP	70675	JUDITH JARECKI	PLANNING COMMISSION MEETING 03/19/2018	703.040	721	65.50

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO  
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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
04/10/2018	AP	70676*	JUNE ELIZABETH GREVE	APRIL 2018 COURT CLEANING	726.025	131	150.00
04/10/2018	AP	70677	JUSTIN HOLZSCHU	MARCH 2018	801.020	648	600.00
				MARCH 2018	801.020	648	100.00
				MARCH 2018	930.500	648	36.50
				CHECK AP 70677 TOTAL FOR FUND 101:			<u>736.50</u>
04/10/2018	AP	70679	KENMAR COMPANY	INMATE FILE JACKETS #80572	726.000	351	91.00
04/10/2018	AP	70680	KENNETH ARNDT	PLANNING COMMISSION MEETING 03/19/18	703.040	721	50.00
				PLANNING COMMISSION MEETING 03/19/18	930.500	721	5.00
				CHECK AP 70680 TOTAL FOR FUND 101:			<u>55.00</u>
04/10/2018	AP	70685	MARVIN CARLSON	MARCH 2018	801.020	648	945.00
				MARCH 2018	801.020	648	100.00
				MARCH 2018	930.500	648	60.50
				CHECK AP 70685 TOTAL FOR FUND 101:			<u>1,105.50</u>
04/10/2018	AP	70687*	MAXIMUS INC	CONTRACT#105315.01.04	801.020	267	1,245.00
04/10/2018	AP	70694	NEW CENTURY SIGNS	'TRAINING IN PROGRESS' SIGN	726.006	301	132.00
04/10/2018	AP	70695	NORA HOLLY CORFIS	PLANNING COMMISSION MEETING 03/19/18	703.040	721	50.00
				PLANNING COMMISSION MEETING 03/19/18	930.500	721	14.00
				CHECK AP 70695 TOTAL FOR FUND 101:			<u>64.00</u>
04/10/2018	AP	70698	NORTHERN LIGHTS COUNSELING AND CONS	MARCH 2018 MENTAL HEALTH COUNSELING	940.010	133	140.00
				MARCH 2018 MENTAL HEALTH COUNSELING	940.010	133	35.00
				CHECK AP 70698 TOTAL FOR FUND 101:			<u>175.00</u>
04/10/2018	AP	70700*	NORTHERN MICHIGAN REVIEW	PUBLIC HEARING/NOTICES	930.300	721	259.01
04/10/2018	AP	70702#	OTSEGO COUNTY BUS SYSTEM	MARCH 2018 DRUG COURT BUS	930.500	133	360.00
				69-1 L-O-F	726.050	301	36.00
				69-6 TRANS LINES, FILTER	726.050	301	347.51
				CHECK AP 70702 TOTAL FOR FUND 101:			<u>743.51</u>

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
04/10/2018	AP	70705	OTSEGO COUNTY TREASURER	46TH TRIAL COURT JUROR VOUCHERS (15) REIMBURSEMENT	930.930	145	906.80
				JURY BOX REIMBURSE 2018 (23 JUROR SLIPS)	930.930	145	422.90
				CHECK AP 70705 TOTAL FOR FUND 101:			<u>1,329.70</u>
04/10/2018	AP	70706	OTSEGO MEMORIAL HOSPITAL	V108069964	930.920	648	304.00
04/10/2018	AP	70707	PROTECTION ONE	DESK DOOR PHONE BATTERY	726.000	131	254.00
04/10/2018	AP	70708	QUILL CORPORATION	TONER, COPY PAPER	726.000	131	163.86
04/10/2018	AP	70710*#	RESERVE ACCOUNT	1ST QUARTER 2018 METER FILLS - 1ST & 3RD FLOOR METERS	930.450	131	1,983.44
				1ST QUARTER 2018 METER FILLS - 1ST & 3RD FLOOR METERS	930.450	267	115.93
				1ST QUARTER 2018 METER FILLS - 1ST & 3RD FLOOR METERS	930.983	267	78.16
				1ST QUARTER 2018 METER FILLS - 1ST & 3RD FLOOR METERS	930.450	268	166.91
				CHECK AP 70710 TOTAL FOR FUND 101:			<u>2,344.44</u>
04/10/2018	AP	70713	SECURUS TECHNOLOGIES T-NETIX	INMATE PHONE PURCHASE #IDA 46622	930.210	351	2,830.00
04/10/2018	AP	70714*#	STAPLES BUSINESS ADVANTAGE	COPY PAPER	726.000	131	149.75
04/10/2018	AP	70715*#	STAPLES BUSINESS ADVANTAGE	INV#3372300553 & 3372300555	106.000	000	59.90
04/10/2018	AP	70720	STEVE J BAUMAN	PLANNING COMMISSION MEETING 03/19/18	703.040	721	50.00
				PLANNING COMMISSION MEETING 03/19/18	930.500	721	1.00
				CHECK AP 70720 TOTAL FOR FUND 101:			<u>51.00</u>
04/10/2018	AP	70723	THOMAS J PUDVAN	MARCH 2018	801.020	648	416.67
				MARCH 2018	930.210	648	40.00
				MARCH 2018	930.500	648	6.00
				CHECK AP 70723 TOTAL FOR FUND 101:			<u>462.67</u>
04/10/2018	AP	70727	UCMAN	INV#7266 CUST.#0622 (APRIL 2018)	930.240	864	800.00
04/10/2018	AP	70729	UNIVERSITY OF MICHIGAN	TRAINING- CHILD PASSENGER SAFETY CERTIFICATION	704.400	301	50.00
04/10/2018	AP	70730	US POSTAL SERVICE	REFILL METER #41665563	103.000	000	1,500.00
04/10/2018	AP	70732*#	VERIZON WIRELESS	INV 9803456134; ACCT 842184815-00001	930.230	267	51.20

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 CHECK DATE FROM 04/10/2018 - 04/10/2018

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL FUND							
04/10/2018	AP	70733	VERIZON WIRELESS	283104123-00001 - MARCH 2018	930.210	131	15.13
04/10/2018	AP	70734*#	VERIZON WIRELESS	ACCT#483106843-00001 INV#9804102999	930.230	301	146.97
				ACCT#483106843-00001 INV#9804102999	930.230	351	48.99
				CHECK AP 70734 TOTAL FOR FUND 101:			<u>195.96</u>
04/10/2018	AP	70741	WILLARD L BROWN	PLANNING COMMISSION MEETING 03/19/18	703.040	721	50.00
04/10/2018	AP	70747*#	44NORTH	MARCH 2018 COBRA ADMIN FEES & TELADOC MEMBERSHIPS	704.110	131	59.26
				MARCH 2018 COBRA ADMIN FEES & TELADOC MEMBERSHIPS	704.110	133	0.95
				MARCH 2018 COBRA ADMIN FEES & TELADOC MEMBERSHIPS	704.110	148	7.45
				CHECK AP 70747 TOTAL FOR FUND 101:			<u>67.66</u>
04/10/2018	AP	70748	ANDREW SAMKOWIAK	MARCH 2018 WEEKEND DRUG TESTER: MAR 17, 25	940.010	133	80.00
04/10/2018	AP	70749*#	DELTA DENTAL OF MICHIGAN	MI001160001 APRIL 2018 COURT DENTAL	704.110	131	671.75
				MI001160001 APRIL 2018 COURT DENTAL	704.110	148	116.06
				CHECK AP 70749 TOTAL FOR FUND 101:			<u>787.81</u>
04/10/2018	AP	70750	JOYCE DARLENE FETROW	MARCH 2018 WEEKEND DRUG TESTER: MAR.17,18,24,25	940.010	133	160.00
04/10/2018	AP	70755	TERRANCE M COTTLE	FEBRUARY 2018 MENTAL HEALTH GROUP COUNSELING	940.010	133	160.00
				FEBRUARY 2018 MENTAL HEALTH COUNSELING	940.010	133	320.00
				FEBRUARY 2018 MENTAL HEALTH COUNSELING	940.010	133	80.00
				FEBRUARY 2018 MENTAL HEALTH COUNSELING	940.010	133	80.00
				FEBRUARY 2018 MENTAL HEALTH COUNSELING	940.010	133	80.00
				FEBRUARY 2018 MENTAL HEALTH COUNSELING	940.010	133	240.00
				FEBRUARY 2018 MENTAL HEALTH COUNSELING	940.010	133	80.00
				FEBRUARY 2018 MENTAL HEALTH COUNSELING	940.010	133	80.00
				FEBRUARY 2018 MENTAL HEALTH COUNSELING	940.010	133	80.00
				CHECK AP 70755 TOTAL FOR FUND 101:			<u>1,200.00</u>
04/10/2018	AP	70756	TIMOTHYS PUB	3-22-18	930.500	145	81.09
04/10/2018	AP	70757	WAYNE BENTLEY	MARCH 2018 WEEKEND DRUG TESTER: MAR 24	940.010	133	40.00
				Total for fund 101 GENERAL FUND			41,477.41
Fund: 205 WORK CAMP							
04/10/2018	AP	70656*#	GAYLORD DRY CLEANERS	MARCH DRY CLEANING	920.410	301	20.00

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO  
 CHECK DATE FROM 04/10/2018 - 04/10/2018

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 205 WORK CAMP							
04/10/2018	AP	70725	UCMAN	WORK CAMP CONNECTIVITY #7236	930.240	301	16.00
04/10/2018	AP	70734*#	VERIZON WIRELESS	ACCT#483106843-00001 INV#9804102999	930.230	301	97.98
Total for fund 205 WORK CAMP							133.98
Fund: 208 PARKS AND RECREATION							
04/10/2018	AP	70628	CDW GOVERNMENT INC	LOGITECH MK520 - MS OFFICE 2016 - QUOTE JQFQ717	726.000	751	88.00
				LOGITECH MK520 - MS OFFICE 2016 - QUOTE JQFQ717	726.000	751	526.00
CHECK AP 70628 TOTAL FOR FUND 208:							614.00
04/10/2018	AP	70629*#	CHARTER COMMUNICATIONS	PHONE AND INTERNET PARK	726.000	751	24.99
				PHONE AND INTERNET PARK	930.210	751	39.99
CHECK AP 70629 TOTAL FOR FUND 208:							64.98
04/10/2018	AP	70631	CHOICE PUBLICATIONS	58774,58775,58776,58777,58778 CENTER ADS	930.300	752	240.00
04/10/2018	AP	70633	CITY OF GAYLORD	WATER BILL	920.200	752	102.03
04/10/2018	AP	70678	KELLY A. FOX	CO-ED VOLLEYBALL RF JAN.1 - FEB. 15	940.010	752	1,725.00
04/10/2018	AP	70689	MEYER ACE	#6521	726.000	752	11.99
				#6521	726.000	752	77.70
CHECK AP 70689 TOTAL FOR FUND 208:							89.69
04/10/2018	AP	70703*#	OTSEGO COUNTY COMMISSION ON AGING	ADS AND TRANSPORTATION FOR WALKING GROUP	801.020	752	286.00
04/10/2018	AP	70716	STATE CHEMICAL SOLUTIONS	AIR FRESHENERS 900424282	726.025	752	281.70
04/10/2018	AP	70724*#	TOTAL AUDIO & VIDEO ENGINEERING INC	486999 NEW CABLE FOR SCORE BOARD	726.000	752	49.95
04/10/2018	AP	70734*#	VERIZON WIRELESS	ACCT#483106843-00001 INV#9804102999	930.230	751	50.06
				ACCT#483106843-00001 INV#9804102999	930.230	752	50.05
CHECK AP 70734 TOTAL FOR FUND 208:							100.11
Total for fund 208 PARKS AND RECREATION							3,553.46
Fund: 209 GROEN NATURE PRESERVE FUND							
04/10/2018	AP	70632	CHUCKS ELECTRIC OF GAYLORD	1955 REPLACE YARD LIGHT	726.050	751	262.00

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO  
 CHECK DATE FROM 04/10/2018 - 04/10/2018

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 209 GROEN NATURE PRESERVE FUND							
04/10/2018	AP	70651#	FRONTIER	PHONE BILL	930.210	751	135.78
04/10/2018	AP	70659	GILL ROYS HARDWARE	SUPPLIES	726.000	751	60.79
				SUPPLIES	726.000	751	6.49
				CHECK AP 70659 TOTAL FOR FUND 209:			<u>67.28</u>
04/10/2018	AP	70660	GREAT LAKES ENERGY	ELECTRIC BILL	930.620	751	147.70
04/10/2018	AP	70666#	IMPREST CASH-ADMINISTRATION	REPLENISH IMPREST CASH	801.020	751	11.00
04/10/2018	AP	70700#	NORTHERN MICHIGAN REVIEW	GROEN ADS	726.000	751	5.48
				GROEN ADS	930.300	751	17.50
				GROEN ADS	930.300	751	30.00
				GROEN ADS	930.300	751	70.58
				CHECK AP 70700 TOTAL FOR FUND 209:			<u>123.56</u>
04/10/2018	AP	70703#	OTSEGO COUNTY COMMISSION ON AGING	ADS AND TRANSPORTATION FOR WALKING GROUP	930.300	751	150.00
				Total for fund 209 GROEN NATURE PRESERVE FUND			897.32
Fund: 212 ANIMAL CONTROL							
04/10/2018	AP	70651#	FRONTIER	9897052645020712-5 ANIMAL CONTROL	930.210	430	77.69
04/10/2018	AP	70684	MAKE IT MINE DESIGN	5701 SHIRTS	726.046	430	48.00
04/10/2018	AP	70697	NORTH POINTE PLUMBING & HEATING	21536 211569	726.050	430	632.16
04/10/2018	AP	70711	REVIVAL ANIMAL HEALTH	381453	726.035	430	37.93
04/10/2018	AP	70724#	TOTAL AUDIO & VIDEO ENGINEERING INC	669426 QUARTERLY MONITORING	920.410	430	90.00
04/10/2018	AP	70737	WALMART COMMUNITY GEMB	ANIMAL CONTROL 2/22-3/13 2018	726.000	430	272.98
04/10/2018	AP	70745	ZOETIS	9005687731	726.035	430	216.53
				Total for fund 212 ANIMAL CONTROL			1,375.29
Fund: 215 FRIEND OF THE COURT							
04/10/2018	AP	70645	EMPIRIC SOLUTIONS INC	MAY 2018 FOC COMPASS MANAGEMENT FEE	801.020	141	379.00
04/10/2018	AP	70665#	IMAGE FACTORY INC	WINDOW ENVELOPES	726.000	141	274.34
04/10/2018	AP	70676#	JUNE ELIZABETH GREVE	APRIL 2018 FOC CLEANING FEE	726.025	141	150.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 215 FRIEND OF THE COURT							
04/10/2018	AP	70687*#	MAXIMUS INC	CONTRACT#105315.01.04	801.020	141	6,255.00
04/10/2018	AP	70692	MICHIGAN SUPREME COURT FINANCE	FOC HANDBOOKS	726.000	141	55.72
04/10/2018	AP	70710*#	RESERVE ACCOUNT	1ST QUARTER 2018 METER FILLS - 1ST & 3RD FLOOR METERS	930.450	141	1,580.71
04/10/2018	AP	70712	SCOTT T BEATTY	MARCH 2018 FOC REFEREE HEARINGS	940.010	141	2,550.00
04/10/2018	AP	70747*#	44NORTH	MARCH 2018 COBRA ADMIN FEES & TELADOC MEMBERSHIPS	704.110	141	44.70
04/10/2018	AP	70749*#	DELTA DENTAL OF MICHIGAN	MI001160001 APRIL 2018 COURT DENTAL	704.110	141	513.76
04/10/2018	AP	70752	MGT OF AMERICA, INC	1ST QTR (JAN-MAR) 2018 DHS-286 BILLINGS & TIMESHEETS	801.020	141	1,949.60
Total for fund 215 FRIEND OF THE COURT							13,752.83
Fund: 226 RECYCLING FUND							
04/10/2018	AP	1822(A)	GAYLORD ARFF INC	INV#02052018 (SNOWPLOWING)	940.010	528	500.00
04/10/2018	AP	70696	NORTH EXCAVATING & ASPHALTING	INV#OC-1217-18-04 (SNOW REMOVAL)	940.010	528	275.00
Total for fund 226 RECYCLING FUND							775.00
Fund: 233 HUD GRANT FUND							
04/10/2018	AP	70681	KEVAN D FLORY	3/6/2018 REVISION TO REBID PROJECTS #12-2017, #13-2017	940.010	690	100.00
				3/6/2018 REVISION TO REBID PROJECTS #12-2017, #13-2017	940.010	690	100.00
CHECK AP 70681 TOTAL FOR FUND 233:							200.00
Total for fund 233 HUD GRANT FUND							200.00
Fund: 260 LEGAL DEFENSE FUND							
04/10/2018	AP	70635	CUMMINGS, MCCLOREY, DAVIS & ACHO P	INV#246703 FILE#36631	801.020	270	2,511.00
04/10/2018	AP	70709	REHMANN CIS	SERVICES RENDERED	801.020	270	718.50
Total for fund 260 LEGAL DEFENSE FUND							3,229.50
Fund: 261 911 SERVICE FUND							
04/10/2018	AP	70622	ARISTATEK, INC	#OCTY-0218	920.410	427	995.00
04/10/2018	AP	70651*#	FRONTIER	ACCT#989-732-7858-011910-5	930.210	427	106.82
04/10/2018	AP	70652	FRONTIER	ACCT#231-164-4102-082208-5 & 231-189-0447-031698-5	930.210	427	58.57
				ACCT#231-164-4102-082208-5 & 231-189-0447-031698-5	930.210	427	380.47
CHECK AP 70652 TOTAL FOR FUND 261:							439.04

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 261 911 SERVICE FUND							
04/10/2018	AP	70653	FRONTIER	ACCT#269-161-8203-082208-5	930.210	427	63.81
04/10/2018	AP	70726	UCMAN	INV#7259 CUST#647 (APRIL 2018)	930.240	427	200.00
04/10/2018	AP	70742*#	WINN TELECOM	ACCT#9897326108	930.210	427	63.34
Total for fund 261 911 SERVICE FUND							1,868.01
Fund: 281 AIRPORT							
04/10/2018	AP	70734*#	VERIZON WIRELESS	ACCT#483106843-00001 INV#9804102999	930.230	537	48.99
Total for fund 281 AIRPORT							48.99
Fund: 292 CHILD CARE FUND							
04/10/2018	AP	70665*#	IMAGE FACTORY INC	WINDOW ENVELOPES	726.000	662	137.17
04/10/2018	AP	70710*#	RESERVE ACCOUNT	1ST QUARTER 2018 METER FILLS - 1ST & 3RD FLOOR METERS	930.450	662	537.53
04/10/2018	AP	70746	20TH CIRCUIT COURT	15-58-DL MEDICAL RX	930.810	662	362.44
04/10/2018	AP	70747*#	44NORTH	MARCH 2018 COBRA ADMIN FEES & TELADOC MEMBERSHIPS	704.110	662	12.54
04/10/2018	AP	70749*#	DELTA DENTAL OF MICHIGAN	MI001160001 APRIL 2018 COURT DENTAL	704.110	662	161.18
04/10/2018	AP	70751	LUTHERAN CHILD & FAMILY SERVICES	17-68-NA PLACEMENT 1/1/18 TO 1/31/18	930.810	662	534.44
04/10/2018	AP	70753	PINEVIEW HOMES	17-84-NA PLACEMENT 2/1/18 TO 2/18/18	930.810	662	6,195.28
				17-84-NA PLACEMENT 1/25/18 TO 1/31/18	930.810	662	1,548.82
CHECK AP 70753 TOTAL FOR FUND 292:							7,744.10
04/10/2018	AP	70754	RENEE EDWARDS	MARCH 2018 ALTERNATIVE EDUCATION TEACHER	940.010	662	1,200.00
Total for fund 292 CHILD CARE FUND							10,689.40
Fund: 472 LIBRARY BUILDING CONSTRUCTION BOND FUND							
04/10/2018	AP	70667	INTEGRITY CONSTRUCTION SERVICES LLC	CONTRACT#2517 LIBRARY EXPANSION/RENOV.	970.300	901	23,584.60
Total for fund 472 LIBRARY BUILDING CONSTRUCTION BOND FUND							23,584.60
Fund: 588 TRANSPORTATION FUND							
04/10/2018	AP	70629*#	CHARTER COMMUNICATIONS	0005147032718 FEBRUARY & MARCH	930.240	697	117.98
04/10/2018	AP	70644*#	DUNNS	8776780 PEN REFILL, PENCILS	726.000	697	8.87
				8774350 COIN ENV., PHONE-KLEEN	726.000	697	64.38

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 588 TRANSPORTATION FUND							
				CHECK AP 70644 TOTAL FOR FUND 588:			73.25
04/10/2018	AP	70647	ESPAR OF MICHIGAN	00030343 STOCK & BUS #24	726.050	699	314.77
04/10/2018	AP	70662	HOEKSTRA TRANSPORTATION INC	X101018028:01 STOCK & BUS #6	726.050	699	220.00
04/10/2018	AP	70670*#	JIM WERNIG INC	22786 SHERIFF 69-006	726.051	699	104.66
04/10/2018	AP	70671	JIM'S ALPINE AUTOMOTIVE	5150 OCBS 1-744210 (BUS STOCK)	726.050	699	84.20
				5150 OCBS 1-744066 SHOP SUPPLIES	726.050	699	63.21
				5150 OCBS 1-744210 (BUS STOCK)	726.051	699	26.94
				CHECK AP 70671 TOTAL FOR FUND 588:			174.35
04/10/2018	AP	70688	MCVEIGHS TRUCK SPRINGS INC	010754 STOCK	726.050	699	1,225.00
04/10/2018	AP	70731	VANESSA OSTRANDER	11/13/2017 CHAUFFEUR'S LICENSE	930.600	699	35.00
04/10/2018	AP	70732*#	VERIZON WIRELESS	9803954780 MARCH	930.210	697	6.56
04/10/2018	AP	70740	WILBER AUTOMOTIVE SUPPLY INC	101448 STOCK	726.050	699	40.27
04/10/2018	AP	70742*#	WINN TELECOM	989-705-1786 MARCH	930.210	697	258.86
04/10/2018	AP	70744	ZAREMBA EQUIPMENT INC	W 70763 BUS #12	726.050	699	14.24
				S 112413 BUS #7	726.050	699	106.01
				W 70763 BUS #12	920.400	699	212.00
				CHECK AP 70744 TOTAL FOR FUND 588:			332.25
				Total for fund 588 TRANSPORTATION FUND			2,902.95
Fund: 594 UC METROPOLITAN AREA NETWORK							
04/10/2018	AP	70646*#	EMPIRIC SOLUTIONS INC	INVS.#7663 & 7665	700.000	228	1,699.00
04/10/2018	AP	70654	GASLIGHT MEDIA	INV#56150	700.000	228	2,900.00
				Total for fund 594 UC METROPOLITAN AREA NETWORK			4,599.00
Fund: 595 JAIL COMMISSARY							
04/10/2018	AP	70629*#	CHARTER COMMUNICATIONS	INMATE CABLE THRU 5/4/18	726.000	351	148.71
04/10/2018	AP	70721	SWANSON SERVICES GROUP	INMATE COMMISSARY #1768338THRU1792493	726.000	351	1,778.19
				Total for fund 595 JAIL COMMISSARY			1,926.90

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Fund: 637 BUILDING AND GROUNDS							
04/10/2018	AP	70620	AMERICAN WASTE	INV#2437929 & INV#2437930	920.410	265	190.55
				INV#2437929 & INV#2437930	920.410	265	185.00
				CHECK AP 70620 TOTAL FOR FUND 637:			<u>375.55</u>
04/10/2018	AP	70722	TELEPHONE SUPPORT SYSTEMS INC	INV#42182	920.410	265	98.00
				Total for fund 637 BUILDING AND GROUNDS			473.55
Fund: 645 ADMINISTRATIVE SERVICES							
04/10/2018	AP	70666*#	IMPREST CASH-ADMINISTRATION	REPLENISH IMPREST CASH	930.450	201	0.11
04/10/2018	AP	70714*#	STAPLES BUSINESS ADVANTAGE	INV#3372838401	726.000	172	29.99
				INV#3372838401	726.000	270	17.99
				CHECK AP 70714 TOTAL FOR FUND 645:			<u>47.98</u>
04/10/2018	AP	70715*#	STAPLES BUSINESS ADVANTAGE	INV#3372300553 & 3372300555	726.000	172	13.99
				Total for fund 645 ADMINISTRATIVE SERVICES			62.08
Fund: 647 HEALTH CARE FUND							
04/10/2018	AP	70617	44NORTH	INV#178635 (MARCH 2018)	704.110	851	1,705.90
04/10/2018	AP	70735	VISION SERVICE PLAN (VSP)	ACCT#30 064226 0001 (APRIL 2018)	704.110	851	169.52
				Total for fund 647 HEALTH CARE FUND			1,875.42
Fund: 701 GENERAL AGENCY							
04/10/2018	AP	70619	AMERICAN WASTE	REST PMT BY MARCUS OROURKE 15-31255-FY-3	271.130	000	20.00
04/10/2018	AP	70621	ANGELA RAY	BDR LESS 10%	265.000	000	360.00
04/10/2018	AP	70623	ASHLEY DANIELLE LAND	REST PMT BY CYNTHIA LAURET 17-34777-SM-3	271.130	000	185.00
04/10/2018	AP	70624	BETTY MOORE	REST PMT BY MARCUS OROURKE 15-31255-FY-3	271.130	000	20.00
04/10/2018	AP	70626	BRADLEY J BUTCHER	REST PMT BY CONNIE JOSEPH 05-16547-FY-3	271.130	000	100.00
04/10/2018	AP	70630	CHESTER TOWNSHIP	REST PMT BY ROBERT GIRARDIN 16-33731-ON-3	271.130	000	200.00
04/10/2018	AP	70638	DENISE RICHARDS	REST PMT BY RAIF BONNER 17-34295-ST-3	271.130	000	20.00
04/10/2018	AP	70639	DENNIS CROSS	REST PMT BY JAMES TERBRUEGGEN 17-35245-SM-3	271.130	000	6.00
04/10/2018	AP	70649	FAMILY FARE	REST PMT BY GREGORY WILHOIT 18-35437-SM-3	271.130	000	73.97
04/10/2018	AP	70650	FIRST FEDERAL BANK	REST PMT BY THOMAS SYLVESTER 16-33740-FY-3	271.130	000	75.00
04/10/2018	AP	70655	GAYLORD CITY TREASURER	211D MARCH 2018 DISTRICT COURT MONTH END	221.000	000	359.70

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Fund: 701 GENERAL AGENCY							
04/10/2018	AP	70657	GAYLORD MACHINE & FABRICATION LLC	REST PMT BY MARCUS OROURKE 15-31255-FY-3	271.130	000	380.00
04/10/2018	AP	70663	HOME DEPOT	REST PMT BY MARCUS OROURKE 15-31255-FY-3	271.130	000	20.00
04/10/2018	AP	70664	ID NETWORKS	FINGERPRINT SUPPLIES #273170	228.017	000	290.00
04/10/2018	AP	70670#	JIM WERNIG INC	REST PMT BY MICHAEL MARSH 15-32123-FY-3	271.130	000	200.00
04/10/2018	AP	70672	JONATHON YANG	REST PMT BY BRITNEY MCCARTHY 17-35351-ST-3	271.130	000	200.00
04/10/2018	AP	70682	LAURA MARTIN	16-96-DL RESTITUTION PAYMENT BY KADINCE FROST	271.148	000	201.25
04/10/2018	AP	70683	M BANK	REST PMT BY JOY MILLER 06-18440-FY-3	271.130	000	20.00
04/10/2018	AP	70686	MATTHEW FUMICH	REST PMT BY CODY KIBBY 17-35258-SM-3	271.130	000	75.00
04/10/2018	AP	70690	MICHELE BURKETT	REST PMT BY NEOMA BODE 17-34440-FY-3	271.130	000	300.00
04/10/2018	AP	70691	MICHIGAN STATE POLICE BFS-CASHIERS	LIVESCAN FEE'S# 551-509226	228.017	000	712.75
				FEBRUARY 2018 SOR FEES	228.018	000	300.00
				CHECK AP 70691 TOTAL FOR FUND 701:			<u>1,012.75</u>
04/10/2018	AP	70693	N&J AUTO DIESEL REPAIR	REST PMT BY RONALD SIDES 17-34317-FY-3	271.130	000	300.00
04/10/2018	AP	70699	NORTHERN MICHIGAN LIVESTOCK	REST PMT BY TYLER PETERSEN 16-33561-FY-3	271.130	000	1,000.00
04/10/2018	AP	70701	OTSEGO COUNTY	BDU 10%	265.000	000	40.00
04/10/2018	AP	70704	OTSEGO COUNTY ROAD COMMISSION	REST PMT BY KEVIN STEVENS 16-33574-SM-3	271.130	000	200.00
04/10/2018	AP	70717	STATE OF MICHIGAN	211D MARCH 2018 DISTRICT COURT MONTH END	228.020	000	367.00
				211D MARCH 2018 DISTRICT COURT MONTH END	228.030	000	210.00
				211D MARCH 2018 DISTRICT COURT MONTH END	228.037	000	4,020.07
				211D MARCH 2018 DISTRICT COURT MONTH END	228.042	000	230.00
				211D MARCH 2018 DISTRICT COURT MONTH END	228.057	000	220.00
				211D MARCH 2018 DISTRICT COURT MONTH END	228.058	000	3,465.00
				211D MARCH 2018 DISTRICT COURT MONTH END	228.059	000	8,048.50
				211D MARCH 2018 DISTRICT COURT MONTH END	228.560	000	935.00
				CHECK AP 70717 TOTAL FOR FUND 701:			<u>17,495.57</u>
04/10/2018	AP	70718	STATE OF MICHIGAN - DHS	JOSEPH DONALD FINCH, CASE #101481494, RESTITUTION	299.000	000	1,082.00
04/10/2018	AP	70719	STATE OF MICHIGAN BUREAU OF FINANCE	REST PMT BY HELENA LEASK 04-15634-FY-3	271.130	000	100.00

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Fund: 701 GENERAL AGENCY							
04/10/2018	AP	70728	ULTA	REST PMT BY LISA MONTGOMERY 17-35126-SM-3	271.130	000	66.00
04/10/2018	AP	70736	WAL-MART STORES ASSET PROTECTION	REST PMT BY MARIAH CHEEK 17-34710-SM-3	271.130	000	100.00
				REST PMT BY KEAYR GRIFFIN 17-35125-SM-3	271.130	000	10.00
				REST PMT BY KEVIN SIDES 18-35596-SM-3	271.130	000	141.34
				REST PMT BY JUSTIN HETZEL 17-34823-SM-3	271.130	000	25.18
				CHECK AP 70736 TOTAL FOR FUND 701:			<u>276.52</u>
04/10/2018	AP	70738	WALTER DRZEWIECKI	REST PMT BY MARCUS OROURKE 15-31255-FY-3	271.130	000	20.00
04/10/2018	AP	70739	WASTE MANAGEMENT	REST PMT BY MARCUS OROURKE 15-31255-FY-3	271.130	000	20.00
04/10/2018	AP	70743	WITTOCK SUPPLY	REST PMT BY MARCUS OROURKE 15-31255-FY-3	271.130	000	20.00
				Total for fund 701 GENERAL AGENCY			24,738.76
Fund: 704 PAYROLL IMPREST FUND							
04/10/2018	AP	1816(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	MARCH 2018 COURT MERS	231.700	000	11,405.43
04/10/2018	AP	1817(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	MARCH 2018 COURT MERS HYBRID DEFINED CONT.	231.700	000	1,128.52
04/10/2018	AP	1818(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	JANUARY 2018 COURT MERS - DIVISION 17	231.700	000	1,844.00
04/10/2018	AP	1819(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	FEBRUARY 2018 COURT MERS - DIVISION 17	231.700	000	1,844.00
04/10/2018	AP	1820(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	MARCH 2018 COURT MERS - DIVISION 17	231.700	000	1,844.00
04/10/2018	AP	1821(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	INV#00081222-19 CUST#690201 (MARCH 2018)	231.700	000	54,082.43
04/10/2018	AP	70749*#	DELTA DENTAL OF MICHIGAN	MI001160001 APRIL 2018 COURT DENTAL	231.261	000	366.00
				Total for fund 704 PAYROLL IMPREST FUND			72,514.38
			TOTAL - ALL FUNDS				<u>210,678.83</u>

\*-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

#-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

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04/10/2018	AP	1816(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	MARCH 2018 COURT MERS	704-000-231.700	11,405.43
04/10/2018	AP	1817(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	MARCH 2018 COURT MERS HYBRID DEFINED CONT.	704-000-231.700	1,128.52
04/10/2018	AP	1818(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	JANUARY 2018 COURT MERS - DIVISION 17	704-000-231.700	1,844.00
04/10/2018	AP	1819(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	FEBRUARY 2018 COURT MERS - DIVISION 17	704-000-231.700	1,844.00
04/10/2018	AP	1820(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	MARCH 2018 COURT MERS - DIVISION 17	704-000-231.700	1,844.00
04/10/2018	AP	1821(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	INV#00081222-19 CUST#690201 (MARCH 2018)	704-000-231.700	54,082.43
04/10/2018	AP	1822(A)	GAYLORD ARFF INC	INV#02052018 (SNOWPLOWING)	226-528-940.010-PROG000000	500.00
04/10/2018	AP	1823(A)	US POSTAL SERVICE-CAPS SVC CENTER	MAY 2018 JURY SUMMONS MAILING	101-145-930.450	194.00
04/10/2018	AP	70617	44NORTH	INV#178635 (MARCH 2018)	647-851-704.110	1,705.90
04/10/2018	AP	70618	ADVANCED CORRECTIONAL HEALTHCARE	INMATE HEALTH CARE #74500	101-351-930.470	3,590.24
04/10/2018	AP	70619	AMERICAN WASTE	REST PMT BY MARCUS OROURKE 15-31255-FY-3	701-000-271.130	20.00
04/10/2018	AP	70620	AMERICAN WASTE	INV#2437929 & INV#2437930	637-265-920.410	375.55
04/10/2018	AP	70621	ANGELA RAY	BDR LESS 10%	701-000-265.000	360.00
04/10/2018	AP	70622	ARISTATEK, INC	#OCTY-0218	261-427-920.410	995.00
04/10/2018	AP	70623	ASHLEY DANIELLE LAND	REST PMT BY CYNTHIA LAURET 17-34777-SM-3	701-000-271.130	185.00
04/10/2018	AP	70624	BETTY MOORE	REST PMT BY MARCUS OROURKE 15-31255-FY-3	701-000-271.130	20.00
04/10/2018	AP	70625	BILL MARSH FORD GAYLORD	69-7 TIRE ROTATION AND BALANCE	101-301-726.050	497.05
04/10/2018	AP	70626	BRADLEY J BUTCHER	REST PMT BY CONNIE JOSEPH 05-16547-FY-3	701-000-271.130	100.00
04/10/2018	AP	70627	BROCK ARTFITCH	MARCH 2018	101-648-801.020	805.00
		70627		MARCH 2018	101-648-930.460	520.00
						1,325.00
04/10/2018	AP	70628	CDW GOVERNMENT INC	LOGITECH MK520 - MS OFFICE 2016 - QUOTE JQFQ717	208-751-726.000	614.00
04/10/2018	AP	70629	CHARTER COMMUNICATIONS	PHONE AND INTERNET PARK	208-751-726.000	24.99
		70629		PHONE AND INTERNET PARK	208-751-930.210	39.99
		70629		0005147032718 FEBRUARY & MARCH	588-697-930.240	117.98
		70629		INMATE CABLE THRU 5/4/18	595-351-726.000	148.71
						331.67
04/10/2018	AP	70630	CHESTER TOWNSHIP	REST PMT BY ROBERT GIRARDIN 16-33731-ON-3	701-000-271.130	200.00

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04/10/2018	AP	70631	CHOICE PUBLICATIONS	58774,58775,58776,58777,58778 CENTER ADS	208-752-930.300	240.00
04/10/2018	AP	70632	CHUCKS ELECTRIC OF GAYLORD	1955 REPLACE YARD LIGHT	209-751-726.050	262.00
04/10/2018	AP	70633	CITY OF GAYLORD	WATER BILL	208-752-920.200	102.03
04/10/2018	AP	70634	COUNTY EQUALIZATION SERVICES	INV#201811 (MARCH 2018)	101-257-801.025	5,000.00
04/10/2018	AP	70635	CUMMINGS, MCCLOREY, DAVIS & ACHO P	INV#246703 FILE#36631	260-270-801.020	2,511.00
04/10/2018	AP	70636	CURTISS REPORTING CORP	INV 18201; TRANSCRIPT OF 17-34167 FY, 3-23-17	101-267-726.000	62.90
04/10/2018	AP	70637	DANIEL PHILLIPS	MARCH 2018	101-648-801.020	1,930.00
		70637		MARCH 2018	101-648-930.460	428.00
						<u>2,358.00</u>
04/10/2018	AP	70638	DENISE RICHARDS	REST PMT BY RAIF BONNER 17-34295-ST-3	701-000-271.130	20.00
04/10/2018	AP	70639	DENNIS CROSS	REST PMT BY JAMES TERBRUEGGEN 17-35245-SM-3	701-000-271.130	6.00
04/10/2018	AP	70640	DMC TECHNOLOGY GROUP INC	IBM I V7 AS400 UPGRADE - DISKS	101-131-970.450	350.00
04/10/2018	AP	70641	DONNA A CURIAK	GUARDIANSHIP REVIEW ON 3/21/18	101-131-930.500	22.00
		70641		GUARDIANSHIP REVIEW ON 3/21/18	101-131-930.830	30.00
						<u>52.00</u>
04/10/2018	AP	70642	DOUG KASSUBA	NETWORK DROP FOR STORAGE ROOM PHONE	101-131-920.400	150.00
04/10/2018	AP	70643	DOUGLAS HEMPENSTALL	MARCH 2018	101-648-801.020	100.00
04/10/2018	AP	70644	DUNNS	4 PART PAPER	101-131-726.000	706.29
		70644		INV 877573, 877680; DEPT 406; INV 877760, DEPT 3589	101-267-726.000	206.47
		70644		INV 877573, 877680; DEPT 406; INV 877760, DEPT 3589	101-267-726.000-CVR0000000	53.54
		70644		CIVIL SUPPLIES	101-302-726.000	36.78
		70644		8776780 PEN REFILL, PENCILS	588-697-726.000	73.25
						<u>1,076.33</u>
04/10/2018	AP	70645	EMPIRIC SOLUTIONS INC	MAY 2018 FOC COMPASS MANAGEMENT FEE	215-141-801.020	379.00
04/10/2018	AP	70646	EMPIRIC SOLUTIONS INC	INVS.#7663 & 7665	101-131-801.020	904.15
		70646		INVS.#7663 & 7665	101-228-801.030	5,321.85
		70646		INVS.#7663 & 7665	594-228-700.000	1,699.00
						<u>7,925.00</u>
04/10/2018	AP	70647	ESPAR OF MICHIGAN	00030343 STOCK & BUS #24	588-699-726.050	314.77

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04/10/2018	AP	70648	EXTREME POWER SPORTS	SNOWMOBILE GRANT	101-333-726.050	120.49
04/10/2018	AP	70649	FAMILY FARE	REST PMT BY GREGORY WILHOIT 18-35437-SM-3	701-000-271.130	73.97
04/10/2018	AP	70650	FIRST FEDERAL BANK	REST PMT BY THOMAS SYLVESTER 16-33740-FY-3	701-000-271.130	75.00
04/10/2018	AP	70651	FRONTIER	PHONE BILL	209-751-930.210	135.78
		70651		9897052645020712-5 ANIMAL CONTROL	212-430-930.210	77.69
		70651		ACCT#989-732-7858-011910-5	261-427-930.210	106.82
						320.29
04/10/2018	AP	70652	FRONTIER	ACCT#231-164-4102-082208-5 & 231-189-0447-031698-5	261-427-930.210	439.04
04/10/2018	AP	70653	FRONTIER	ACCT#269-161-8203-082208-5	261-427-930.210	63.81
04/10/2018	AP	70654	GASLIGHT MEDIA	INV#56150	594-228-700.000	2,900.00
04/10/2018	AP	70655	GAYLORD CITY TREASURER	211D MARCH 2018 DISTRICT COURT MONTH END	701-000-221.000	359.70
04/10/2018	AP	70656	GAYLORD DRY CLEANERS	MARCH DRY CLEANING	101-301-920.410	100.00
		70656		MARCH DRY CLEANING	101-302-920.410	40.00
		70656		MARCH DRY CLEANING	101-334-920.410	30.00
		70656		MARCH DRY CLEANING	101-351-920.410	124.50
		70656		MARCH DRY CLEANING	205-301-920.410	20.00
						314.50
04/10/2018	AP	70657	GAYLORD MACHINE & FABRICATION LLC	REST PMT BY MARCUS OROURKE 15-31255-FY-3	701-000-271.130	380.00
04/10/2018	AP	70658	GENESEE COUNTY MEDICAL EXAMINER	INV#1810005 (AUTOPSY #A69-17-2031)	101-648-930.920	1,230.00
04/10/2018	AP	70659	GILL ROYS HARDWARE	SUPPLIES	209-751-726.000	67.28
04/10/2018	AP	70660	GREAT LAKES ENERGY	ELECTRIC BILL	209-751-930.620	147.70
04/10/2018	AP	70661	HAMILTON COUNTY CLERK'S OFFICE	SERVICE RE CHILD SUPP. DOCS, 18-17146 DP LABOUEF V KING	101-268-930.450	60.00
04/10/2018	AP	70662	HOEKSTRA TRANSPORTATION INC	X101018028:01 STOCK & BUS #6	588-699-726.050	220.00
04/10/2018	AP	70663	HOME DEPOT	REST PMT BY MARCUS OROURKE 15-31255-FY-3	701-000-271.130	20.00
04/10/2018	AP	70664	ID NETWORKS	FINGERPRINT SUPPLIES #273170	701-000-228.017	290.00
04/10/2018	AP	70665	IMAGE FACTORY INC	WINDOW ENVELOPES	101-131-726.000	411.49
		70665		WINDOW ENVELOPES	215-141-726.000	274.34
		70665		WINDOW ENVELOPES	292-662-726.000	137.17
						823.00

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04/10/2018	AP	70666	IMPREST CASH-ADMINISTRATION	REPLENISH IMPREST CASH	101-101-726.000	13.32
		70666		REPLENISH IMPREST CASH	209-751-801.020	11.00
		70666		REPLENISH IMPREST CASH	645-201-930.450	0.11
						24.43
04/10/2018	AP	70667	INTEGRITY CONSTRUCTION SERVICES LLC	CONTRACT#2517 LIBRARY EXPANSION/RENOV.	472-901-970.300	23,584.60
04/10/2018	AP	70668	JASON CAVERSON	PLANNING COMMISSION MEETING 03/19/18	101-721-703.040	50.00
		70668		PLANNING COMMISSION MEETING 03/19/18	101-721-930.500	15.00
						65.00
04/10/2018	AP	70669	JENNIFER BOYER	INV 0108; PADGETT PRELIM TRANSC. 3-1-18	101-267-726.000	129.15
04/10/2018	AP	70670	JIM WERNIG INC	22786 SHERIFF 69-006	588-699-726.051	104.66
		70670		REST PMT BY MICHAEL MARSH 15-32123-FY-3	701-000-271.130	200.00
						304.66
04/10/2018	AP	70671	JIM'S ALPINE AUTOMOTIVE	5150 OCBS 1-744210 (BUS STOCK)	588-699-726.050	147.41
		70671		5150 OCBS 1-744210 (BUS STOCK)	588-699-726.051	26.94
						174.35
04/10/2018	AP	70672	JONATHON YANG	REST PMT BY BRITNEY MCCARTHY 17-35351-ST-3	701-000-271.130	200.00
04/10/2018	AP	70673	JOYCE DARLENE FETROW	MARCH 2018 WEEKEND DRUG TESTER: MAR.30, 31	101-133-940.010	120.00
04/10/2018	AP	70674	JUDICIAL MANAGEMENT SYSTEMS INC	MSP LEIN AUDIT COMPLIANCE SOFTWARE UPDATE	101-131-970.450	275.00
04/10/2018	AP	70675	JUDITH JARECKI	PLANNING COMMISSION MEETING 03/19/2018	101-721-703.040	65.50
04/10/2018	AP	70676	JUNE ELIZABETH GREVE	APRIL 2018 COURT CLEANING	101-131-726.025	150.00
		70676		APRIL 2018 FOC CLEANING FEE	215-141-726.025	150.00
						300.00
04/10/2018	AP	70677	JUSTIN HOLZSCHU	MARCH 2018	101-648-801.020	700.00
		70677		MARCH 2018	101-648-930.500	36.50
						736.50
04/10/2018	AP	70678	KELLY A. FOX	CO-ED VOLLEYBALL RF JAN.1 - FEB. 15	208-752-940.010-VOLLEYBALL	1,725.00
04/10/2018	AP	70679	KENMAR COMPANY	INMATE FILE JACKETS #80572	101-351-726.000	91.00
04/10/2018	AP	70680	KENNETH ARNDT	PLANNING COMMISSION MEETING 03/19/18	101-721-703.040	50.00
		70680		PLANNING COMMISSION MEETING 03/19/18	101-721-930.500	5.00
						55.00

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04/10/2018	AP	70681	KEVAN D FLORY	3/6/2018 REVISION TO REBID PROJECTS #12-2017, #13-2017	233-690-940.010	200.00
04/10/2018	AP	70682	LAURA MARTIN	16-96-DL RESTITUTION PAYMENT BY KADINCE FROST	701-000-271.148	201.25
04/10/2018	AP	70683	M BANK	REST PMT BY JOY MILLER 06-18440-FY-3	701-000-271.130	20.00
04/10/2018	AP	70684	MAKE IT MINE DESIGN	5701 SHIRTS	212-430-726.046	48.00
04/10/2018	AP	70685	MARVIN CARLSON	MARCH 2018	101-648-801.020	1,045.00
		70685		MARCH 2018	101-648-930.500	60.50
						1,105.50
04/10/2018	AP	70686	MATTHEW FUMICH	REST PMT BY CODY KIBBY 17-35258-SM-3	701-000-271.130	75.00
04/10/2018	AP	70687	MAXIMUS INC	CONTRACT#105315.01.04	101-267-801.020	1,245.00
		70687		CONTRACT#105315.01.04	215-141-801.020	6,255.00
						7,500.00
04/10/2018	AP	70688	MCVEIGHS TRUCK SPRINGS INC	010754 STOCK	588-699-726.050	1,225.00
04/10/2018	AP	70689	MEYER ACE	#6521	208-752-726.000	89.69
04/10/2018	AP	70690	MICHELE BURKETT	REST PMT BY NEOMA BODE 17-34440-FY-3	701-000-271.130	300.00
04/10/2018	AP	70691	MICHIGAN STATE POLICE BFS-CASHIERS	LIVESCAN FEE'S# 551-509226	701-000-228.017	712.75
		70691		FEBRUARY 2018 SOR FEES	701-000-228.018	300.00
						1,012.75
04/10/2018	AP	70692	MICHIGAN SUPREME COURT FINANCE	FOC HANDBOOKS	215-141-726.000	55.72
04/10/2018	AP	70693	N&J AUTO DIESEL REPAIR	REST PMT BY RONALD SIDES 17-34317-FY-3	701-000-271.130	300.00
04/10/2018	AP	70694	NEW CENTURY SIGNS	'TRAINING IN PROGRESS' SIGN	101-301-726.006	132.00
04/10/2018	AP	70695	NORA HOLLY CORFIS	PLANNING COMMISSION MEETING 03/19/18	101-721-703.040	50.00
		70695		PLANNING COMMISSION MEETING 03/19/18	101-721-930.500	14.00
						64.00
04/10/2018	AP	70696	NORTH EXCAVATING & ASPHALTING	INV#OC-1217-18-04 (SNOW REMOVAL)	226-528-940.010-PROG000000	275.00
04/10/2018	AP	70697	NORTH POINTE PLUMBING & HEATING	21536 211569	212-430-726.050	632.16
04/10/2018	AP	70698	NORTHERN LIGHTS COUNSELING AND CONS	MARCH 2018 MENTAL HEALTH COUNSELING	101-133-940.010	175.00
04/10/2018	AP	70699	NORTHERN MICHIGAN LIVESTOCK	REST PMT BY TYLER PETERSEN 16-33561-FY-3	701-000-271.130	1,000.00
04/10/2018	AP	70700	NORTHERN MICHIGAN REVIEW	PUBLIC HEARING/NOTICES	101-721-930.300	259.01

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		70700		GROEN ADS	209-751-726.000	5.48
		70700		GROEN ADS	209-751-930.300	118.08
						382.57
04/10/2018	AP	70701	OTSEGO COUNTY	BDU 10%	701-000-265.000	40.00
04/10/2018	AP	70702	OTSEGO COUNTY BUS SYSTEM	MARCH 2018 DRUG COURT BUS	101-133-930.500	360.00
		70702		69-1 L-O-F	101-301-726.050	383.51
						743.51
04/10/2018	AP	70703	OTSEGO COUNTY COMMISSION ON AGING	ADS AND TRANSPORTATION FOR WALKING GROUP	208-752-801.020	286.00
		70703		ADS AND TRANSPORTATION FOR WALKING GROUP	209-751-930.300	150.00
						436.00
04/10/2018	AP	70704	OTSEGO COUNTY ROAD COMMISSION	REST PMT BY KEVIN STEVENS 16-33574-SM-3	701-000-271.130	200.00
04/10/2018	AP	70705	OTSEGO COUNTY TREASURER	46TH TRIAL COURT JUROR VOUCHERS (15) REIMBURSEMENT	101-145-930.930	1,329.70
04/10/2018	AP	70706	OTSEGO MEMORIAL HOSPITAL	V108069964	101-648-930.920	304.00
04/10/2018	AP	70707	PROTECTION ONE	DESK DOOR PHONE BATTERY	101-131-726.000	254.00
04/10/2018	AP	70708	QUILL CORPORATION	TONER, COPY PAPER	101-131-726.000	163.86
04/10/2018	AP	70709	REHMANN CIS	SERVICES RENDERED	260-270-801.020	718.50
04/10/2018	AP	70710	RESERVE ACCOUNT	1ST QUARTER 2018 METER FILLS - 1ST & 3RD FLOOR METERS	101-131-930.450	1,983.44
		70710		1ST QUARTER 2018 METER FILLS - 1ST & 3RD FLOOR METERS	101-267-930.450	115.93
		70710		1ST QUARTER 2018 METER FILLS - 1ST & 3RD FLOOR METERS	101-267-930.983	78.16
		70710		1ST QUARTER 2018 METER FILLS - 1ST & 3RD FLOOR METERS	101-268-930.450	166.91
		70710		1ST QUARTER 2018 METER FILLS - 1ST & 3RD FLOOR METERS	215-141-930.450	1,580.71
		70710		1ST QUARTER 2018 METER FILLS - 1ST & 3RD FLOOR METERS	292-662-930.450	537.53
						4,462.68
04/10/2018	AP	70711	REVIVAL ANIMAL HEALTH	381453	212-430-726.035	37.93
04/10/2018	AP	70712	SCOTT T BEATTY	MARCH 2018 FOC REFEREE HEARINGS	215-141-940.010	2,550.00
04/10/2018	AP	70713	SECURUS TECHNOLOGIES T-NETIX	INMATE PHONE PURCHASE #IDA 46622	101-351-930.210-INMT000000	2,830.00
04/10/2018	AP	70714	STAPLES BUSINESS ADVANTAGE	COPY PAPER	101-131-726.000	149.75
		70714		INV#3372838401	645-172-726.000	29.99
		70714		INV#3372838401	645-270-726.000	17.99
						197.73

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04/10/2018	AP	70715	STAPLES BUSINESS ADVANTAGE	INV#3372300553 & 3372300555	101-000-106.000	59.90
		70715		INV#3372300553 & 3372300555	645-172-726.000	13.99
						73.89
04/10/2018	AP	70716	STATE CHEMICAL SOLUTIONS	AIR FRESHENERS 900424282	208-752-726.025	281.70
04/10/2018	AP	70717	STATE OF MICHIGAN	211D MARCH 2018 DISTRICT COURT MONTH END	701-000-228.020	367.00
		70717		211D MARCH 2018 DISTRICT COURT MONTH END	701-000-228.030	210.00
		70717		211D MARCH 2018 DISTRICT COURT MONTH END	701-000-228.037	4,020.07
		70717		211D MARCH 2018 DISTRICT COURT MONTH END	701-000-228.042	230.00
		70717		211D MARCH 2018 DISTRICT COURT MONTH END	701-000-228.057	220.00
		70717		211D MARCH 2018 DISTRICT COURT MONTH END	701-000-228.058	3,465.00
		70717		211D MARCH 2018 DISTRICT COURT MONTH END	701-000-228.059	8,048.50
		70717		211D MARCH 2018 DISTRICT COURT MONTH END	701-000-228.560	935.00
						17,495.57
04/10/2018	AP	70718	STATE OF MICHIGAN - DHS	JOSEPH DONALD FINCH, CASE #101481494, RESTITUTION	701-000-299.000	1,082.00
04/10/2018	AP	70719	STATE OF MICHIGAN BUREAU OF FINANCE	REST PMT BY HELENA LEASK 04-15634-FY-3	701-000-271.130	100.00
04/10/2018	AP	70720	STEVE J BAUMAN	PLANNING COMMISSION MEETING 03/19/18	101-721-703.040	50.00
		70720		PLANNING COMMISSION MEETING 03/19/18	101-721-930.500	1.00
						51.00
04/10/2018	AP	70721	SWANSON SERVICES GROUP	INMATE COMMISSARY #1768338THRU1792493	595-351-726.000	1,778.19
04/10/2018	AP	70722	TELEPHONE SUPPORT SYSTEMS INC	INV#42182	637-265-920.410	98.00
04/10/2018	AP	70723	THOMAS J PUDVAN	MARCH 2018	101-648-801.020	416.67
		70723		MARCH 2018	101-648-930.210	40.00
		70723		MARCH 2018	101-648-930.500	6.00
						462.67
04/10/2018	AP	70724	TOTAL AUDIO & VIDEO ENGINEERING INC	486999 NEW CABLE FOR SCORE BOARD	208-752-726.000	49.95
		70724		669426 QUARTERLY MONITORING	212-430-920.410	90.00
						139.95
04/10/2018	AP	70725	UCMAN	WORK CAMP CONNECTIVITY #7236	205-301-930.240	16.00
04/10/2018	AP	70726	UCMAN	INV#7259 CUST#647 (APRIL 2018)	261-427-930.240	200.00
04/10/2018	AP	70727	UCMAN	INV#7266 CUST.#0622 (APRIL 2018)	101-864-930.240	800.00
04/10/2018	AP	70728	ULTA	REST PMT BY LISA MONTGOMERY 17-35126-SM-3	701-000-271.130	66.00

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04/10/2018	AP	70729	UNIVERSITY OF MICHIGAN	TRAINING- CHILD PASSENGER SAFETY CERTIFICATION	101-301-704.400	50.00
04/10/2018	AP	70730	US POSTAL SERVICE	REFILL METER #41665563	101-000-103.000	1,500.00
04/10/2018	AP	70731	VANESSA OSTRANDER	11/13/2017 CHAUFFEUR'S LICENSE	588-699-930.600	35.00
04/10/2018	AP	70732	VERIZON WIRELESS	INV 9803456134; ACCT 842184815-00001	101-267-930.230	51.20
		70732		9803954780 MARCH	588-697-930.210	6.56
						<u>57.76</u>
04/10/2018	AP	70733	VERIZON WIRELESS	283104123-00001 - MARCH 2018	101-131-930.210	15.13
04/10/2018	AP	70734	VERIZON WIRELESS	ACCT#483106843-00001 INV#9804102999	101-301-930.230	146.97
		70734		ACCT#483106843-00001 INV#9804102999	101-351-930.230	48.99
		70734		ACCT#483106843-00001 INV#9804102999	205-301-930.230	97.98
		70734		ACCT#483106843-00001 INV#9804102999	208-751-930.230	50.06
		70734		ACCT#483106843-00001 INV#9804102999	208-752-930.230	50.05
		70734		ACCT#483106843-00001 INV#9804102999	281-537-930.230	48.99
						<u>443.04</u>
04/10/2018	AP	70735	VISION SERVICE PLAN (VSP)	ACCT#30 064226 0001 (APRIL 2018)	647-851-704.110	169.52
04/10/2018	AP	70736	WAL-MART STORES ASSET PROTECTION	REST PMT BY MARIAH CHEEK 17-34710-SM-3	701-000-271.130	276.52
04/10/2018	AP	70737	WALMART COMMUNITY GEMB	ANIMAL CONTROL 2/22-3/13 2018	212-430-726.000	272.98
04/10/2018	AP	70738	WALTER DRZEWIECKI	REST PMT BY MARCUS OROURKE 15-31255-FY-3	701-000-271.130	20.00
04/10/2018	AP	70739	WASTE MANAGEMENT	REST PMT BY MARCUS OROURKE 15-31255-FY-3	701-000-271.130	20.00
04/10/2018	AP	70740	WILBER AUTOMOTIVE SUPPLY INC	101448 STOCK	588-699-726.050	40.27
04/10/2018	AP	70741	WILLARD L BROWN	PLANNING COMMISSION MEETING 03/19/18	101-721-703.040	50.00
04/10/2018	AP	70742	WINN TELECOM	ACCT#9897326108	261-427-930.210	63.34
		70742		989-705-1786 MARCH	588-697-930.210	258.86
						<u>322.20</u>
04/10/2018	AP	70743	WITTOCK SUPPLY	REST PMT BY MARCUS OROURKE 15-31255-FY-3	701-000-271.130	20.00
04/10/2018	AP	70744	ZAREMBA EQUIPMENT INC	W 70763 BUS #12	588-699-726.050	120.25
		70744		W 70763 BUS #12	588-699-920.400	212.00
						<u>332.25</u>
04/10/2018	AP	70745	ZOETIS	9005687731	212-430-726.035	216.53

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04/10/2018	AP	70746	20TH CIRCUIT COURT	15-58-DL MEDICAL RX	292-662-930.810	362.44
04/10/2018	AP	70747	44NORTH	MARCH 2018 COBRA ADMIN FEES & TELADOC MEMBERSHIPS	101-131-704.110	59.26
		70747		MARCH 2018 COBRA ADMIN FEES & TELADOC MEMBERSHIPS	101-133-704.110	0.95
		70747		MARCH 2018 COBRA ADMIN FEES & TELADOC MEMBERSHIPS	101-148-704.110	7.45
		70747		MARCH 2018 COBRA ADMIN FEES & TELADOC MEMBERSHIPS	215-141-704.110	44.70
		70747		MARCH 2018 COBRA ADMIN FEES & TELADOC MEMBERSHIPS	292-662-704.110	12.54
						<hr/> 124.90
04/10/2018	AP	70748	ANDREW SAMKOWIAK	MARCH 2018 WEEKEND DRUG TESTER: MAR 17, 25	101-133-940.010	80.00
04/10/2018	AP	70749	DELTA DENTAL OF MICHIGAN	MI001160001 APRIL 2018 COURT DENTAL	101-131-704.110	671.75
		70749		MI001160001 APRIL 2018 COURT DENTAL	101-148-704.110	116.06
		70749		MI001160001 APRIL 2018 COURT DENTAL	215-141-704.110	513.76
		70749		MI001160001 APRIL 2018 COURT DENTAL	292-662-704.110	161.18
		70749		MI001160001 APRIL 2018 COURT DENTAL	704-000-231.261	366.00
						<hr/> 1,828.75
04/10/2018	AP	70750	JOYCE DARLENE FETROW	MARCH 2018 WEEKEND DRUG TESTER: MAR.17,18,24,25	101-133-940.010	160.00
04/10/2018	AP	70751	LUTHERAN CHILD & FAMILY SERVICES	17-68-NA PLACEMENT 1/1/18 TO 1/31/18	292-662-930.810	534.44
04/10/2018	AP	70752	MGT OF AMERICA, INC	1ST QTR (JAN-MAR) 2018 DHS-286 BILLINGS & TIMESHEETS	215-141-801.020	1,949.60
04/10/2018	AP	70753	PINEVIEW HOMES	17-84-NA PLACEMENT 2/1/18 TO 2/18/18	292-662-930.810	7,744.10
04/10/2018	AP	70754	RENEE EDWARDS	MARCH 2018 ALTERNATIVE EDUCATION TEACHER	292-662-940.010	1,200.00
04/10/2018	AP	70755	TERRANCE M COTTLE	FEBRUARY 2018 MENTAL HEALTH GROUP COUNSELING	101-133-940.010	1,200.00
04/10/2018	AP	70756	TIMOTHYS PUB	3-22-18	101-145-930.500	81.09
04/10/2018	AP	70757	WAYNE BENTLEY	MARCH 2018 WEEKEND DRUG TESTER: MAR 24	101-133-940.010	40.00
			TOTAL - ALL FUNDS	TOTAL OF 149 CHECKS		<hr/> 210,678.83