Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

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, July 30, 2019 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 July 9, 2019, with attachments - Motion to Approve
- B. Planning Commission Appointment - (Maxwell) as the representative of Bagley Township to the Otsego County Planning Commission - Motion to Approve
- C. American Tower Lease Agreement - Motion to Approve
- D. Iron Belle Trail and Gaylord Gateway Trailhead Lease Agreement PRD-T-008-2019 - Motion to Approve
- E. Iron Belle Trail Operating Agreement #MISC-PRD-019-2019 - Motion to Approve
- F. Vacation Policy Update - Motion to Approve

Special Presentations
- A. Presentation of Otsego County 2018 Audit - Annette Eustice, CPA, CGFM, Principal - Rehmann

Committee Reports
- A. Budget and Finance Committee
  1. Motorcycle Transfer
  2. Parks and Rec Bid Award
  3. OCR 19-20 Deficit Elimination Plan
- B. Planning Commission
  1. Zoning Ordinance Text Amendment to Article 21, Section 21.1
  2. Zoning Ordinance Text Amendment to Article 21, Section 21.26
- C. Housing Commission
  1. Public Hearing for proposed Program Year 2018 Funding and Closeout of Program Year 2017 CDBG Grants with the MEDC Strategic Fund Agency:
     - a. OCR 19-21 Resolution Authorizing MEDC Program Year 2018 CDBG Program Income Funding
     - b. OCR 19-22 Fair Housing Resolution
     - c. CDBG Citizen Participation Plan
     - d. CDBG Certifying Officer Designation

Administrator's Report
Department Head Reports
- A. Marlene Hopp, Director of Veterans Affairs, Housing, and Special Grants/Programs

City Liaison, Township & Village Representatives
Correspondence
New Business
- A. Financials
  1. July 16, 2019 Warrant
  2. July 23, 2018 Warrant
  3. July 30, 2019 Warrant
- B. Other Business

Public Comment
Board Remarks, Announcements, and Informal Discussions
Adjournment

In compliance with the Americans with Disabilities Act, persons with physical limitations that may tend to restrict access to or participation in this meeting should contact the County Administrator's office (989-731-7520) at least twelve (12) hours prior to the scheduled start of the meeting.

OTSEGO COUNTY
Board of Commissioners

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

EXECUTIVE SUMMARY

AGENDA ITEM:	AGENDA DATE:
Regular Minutes of July 9, 2019, with attachments	July 30, 2019
AGENDA PLACEMENT:	ACTION REQUESTED:
Consent Agenda, Item A.	Motion to Approve
STAFF CONTACT(S):	ATTORNEY REVIEW:
Rachel Frisch, County Administrator	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 July 9, 2019.

July 9, 2019

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

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

Commissioner Ken Glasser requests item B), Contract Extension be removed from the consent agenda and placed under New Business.

Consent Agenda:

Motion by Commissioner Doug Johnson, seconded by Commissioner Julie Powers, to approve the Regular minutes of June 25, 2019 with attachments. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, seconded by Commissioner Julie Powers, to approve the Board of Commissioners meeting date change from July 23, 2019 to July 30, 2019. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, seconded by Commissioner Julie Powers, to adopt OCR 19-13, Alpenfest Honored Industry-Gaylord Regional Airport.
Roll Call Vote:
Ayes: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.
Nays: None.
Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Doug Johnson, seconded by Commissioner Julie Powers, to adopt OCR 19-14 Alpenfest der Buergermeister-Paul Gunderson.
Roll Call Vote:
Ayes: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.
Nays: None.
Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Doug Johnson, seconded by Commissioner Julie Powers, to adopt OCR 19-15 Alpenfest Parade Marshal-Ed Tholl.
Roll Call Vote:
Ayes: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.
Nays: None.
Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Doug Johnson, seconded by Commissioner Julie Powers, to adopt OCR 19-16 Alpenfest Dar Mongeau Award-Barb Switalski.
Roll Call Vote:
Ayes: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.
Nays: None.
Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Doug Johnson, seconded by Commissioner Julie Powers, to adopt OCR 19-17 Alpenfest Pam Duczkowski/Unsung Hero Award-Sandy Glasby.
Roll Call Vote:
Ayes: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.
Nays: None.
Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Doug Johnson, seconded by Commissioner Julie Powers, to adopt OCR 19-18 Alpenfest Patti Dobrzelewski/Pontresina Award- Pat Lynch Goebel.
19-17 Alpenfest Pam Duczkowski/Unsung Hero Award-Sandy Glasby.
Roll Call Vote:
Ayes: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.
Nays: None.
Motion carried/Resolution adopted. (see attached)

Special Presentations:
Christine Gebhard, CEO reported on North Country Community Mental Health annual report; in 2018 served just over 4,000 residents; May is mental Health month.

Committee Reports:
Motion by Commissioner Ken Glasser, seconded by Commissioner Paul Liss, to adopt OCR 19-19 North Country Community Mental Health Funding.
Roll Call Vote:
Ayes: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.
Nays: None.
Motion carried/Resolution adopted. (see attached)

Administrator's Report:
Rachel Frisch reported the County is a big supporter of the Alpenfest; use of the County parking lot; county lawn; allow dog park for parade set up; fair grounds for the carnival trailers; county park offers free admission on Wednesday; County bus to provide free shuttle services to the Alpenfest events; attended DDA meeting, approved to put out for bid the painting of the pavilion; July 23, 2019 Board of Commissioners meeting has been moved to July 30, 2019; Community Mental Health transports with the Sheriff; 2018 Audit completed and filed, auditor's will be here at the July 30th meeting; energy study to come in the fall and do an assessment then prepare a report; indigent defense requirement compliance, new requirements coming out, hosted a regional meeting to decide; Library update, Keith Wells has volunteered to build the children's portal; City road projects, county takes an opportunity to extend fiber when the streets are tore up, fiber has been extended down court street; Trail is open, ribbon cutting ceremony sometime in September.

Department Head Reports: None.

City Liaison, Township & Village Representative: Michelle Noirot reported on the Bagley Township meeting; honored Ken Arndt for his 30+ years of service with Bagley Township and Otsego County Planning Commissions.

Correspondence: None.

New Business:
Motion by Commissioner Rob Pallarito, seconded by Commissioner Henry Mason, to approve the June 28, 2019 Warrant in the amount of $472,434.19. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, seconded by Commissioner Duane Switalski, to approve the July 2, 2019 Warrant in the amount of $150,282.12. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, seconded by Commissioner Julie Powers, to approve the July 9, 2019 Warrant in the amount of $252,347.81. Ayes: Unanimous. Motion carried.

Motion by Commissioner Ken Glasser, seconded by Commissioner Julie Powers, to extend the three-year employment agreement with Rachel Frisch until 2022. Ayes: Unanimous. Motion carried.

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:
Commissioner Doug Johnson attended the Parks and Recreation meeting; fireworks went well; 2020 camping around the 4th of July is already almost full; day passed sold are up; ranger station move completed; meet with the Lake Association to renew the agreement for fireworks; updating the community center flooring; bids received for electrical upgrade-Chucks Electric lowest bid; Kelly Parker resigned from the board.

Commissioner Rob Pallarito had no report.
Commissioner Ken Glasser had no report.
Commissioner Bruce Brown had no report.
Commissioner Paul Liss reported the Trail head in Vanderbilt is progressing.
Commissioner Duane Switalski attending Elmira Township meeting 7-9-19 at 6:00 p.m.; Camp Grayling schedule.
Commissioner Julie Powers had no report.
Commissioner Henry Mason had no report.
Commissioner Ken Borton attending the NACO Conference in Clark County, Nevada.

Meeting adjourned at 10:25 a.m.

_____
Kenneth C. Borton, Chairman

_____
Susan I. DeFeyter, Otsego County Clerk

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in Room 100 at the County Building, 225 W. Main St., Gaylord, Michigan on the 9TH day of July, 2019 beginning at 9:30 a.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Commissioner:

_____.

OCR 19-13
RESOLUTION
RECOGNIZING THE 2019 ALPENFEST HONORED INDUSTRY – THE GAYLORD REGIONAL AIRPORT

Otsego County Board of Commissioners
July 9, 2019

WHEREAS, Gaylord Regional Airport provides a location for all emergency medical flights, corporate, business, recreational, and cargo aircraft while providing excellent service to all of their customers;

WHEREAS, Gaylord Regional Airport had 8,030 Air Operations which accommodated 16,720 people as of the 2016 Michigan Department of Transportation Office of Aeronautics' Community Benefits Assessment, solidifying the Gaylord Regional Airport as the "Aviation Gateway" to Otsego County and the region;

WHEREAS, the Alpenfest Honors Committee has named Gaylord Regional Airport as the 2019 Alpenfest Honored Industry;

WHEREAS, Gaylord Regional Airport is a department of Otsego County; as such, the Otsego County Board of Commissioners is especially proud of this honor and thankful to the Alpenfest Committee for this recognition. The Board of Commissioners and the County Transportation Committee support the airport by keeping the staffing, facilities, and grounds at the highest level possible. This is also made possible through the strong leadership, dedication, and talents of the Airport staff, under the direction of Airport Director Matt Barresi. Now, therefore, be it

RESOLVED, that the County of Otsego recognizes the importance of having a successful airport and resource for emergency medical flights, just-in-time cargo and all-weather fast access for a variety of travel missions supporting local business and enhancing tourism in our community; and be it further

RESOLVED, that the Otsego County Board of Commissioners, hereby congratulates Gaylord Regional Airport as the recipient of the 2019 Alpenfest Honored Industry.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES: _____

_____

NO: _____

ABSTAIN: _____

THE RESOLUTION WAS DECLARED ADOPTED.

_____
Kenneth C. Borton, Chairman

_____
Susan I. DeFeyter, County Clerk

STATE OF MICHIGAN)
§
COUNTY OF OTSEGO)

The undersigned, being the duly qualified and acting Clerk of the County of Otsego, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the Otsego County Board of Commissioners at its regular meeting held on the 9th day of July, 2019, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that the minutes of such meeting were kept and will be or have been made available as required thereby.

_____
Susan I. DeFeyter, County Clerk
DATED: _____, 2019

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in Room 100 at the County Building, 225 W. Main St., Gaylord, Michigan on the 9TH day of July, 2019 beginning at 9:30 a.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Commissioner:

_____.

OCR 19-14
RESOLUTION
RECOGNIZING THE 2019 ALPENFEST DER BUERGERMEISTER – PAUL GUNDERSON

Otsego County Board of Commissioners
July 9, 2019

WHEREAS, Paul Gunderson is an active community member in the County of Otsego. He lives near Otsego Lake and has three children and seven grandchildren, all of whom also live in Gaylord.

WHEREAS, Paul worked at the Herald Times for a decade as general manager before leaving this past February. He plans to continue working elsewhere and maintaining his active participation within the community.

WHEREAS, Paul's current and former involvement in the community has landed him a list of titles: past grand knight of the Knights of Columbus, past president of Gaylord Jaycees, past president and current public relations for Gaylord Rotary, past chair of the Muscular Dystrophy Marathon, past chair of the Gaylord Area Chamber of Commerce, past board member of Big Brothers Big Sisters, and member of the Gaylord Eagles Club.

WHEREAS, Paul has most recently joined the committee organizing Wings over Northern Michigan air show, in addition to having served four years on the Airport Advisory Committee.

WHEREAS, the Gaylord Herald Times has named Paul Gunderson as the 2019 Alpenfest der Buergermeister; and

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

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

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES: _____

_____

NO: _____

ABSTAIN: _____

THE RESOLUTION WAS DECLARED ADOPTED.

_____
Kenneth C. Borton, Chairman

_____
Susan I. DeFeyter, County Clerk

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COUNTY OF OTSEGO)

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Susan I. DeFeyter, County Clerk
DATED: _____, 2019

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PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Commissioner:

_____.

OCR 19-15
RESOLUTION
RECOGNIZING THE 2019 ALPENFEST PARADE MARSHALL – ED THOLL

Otsego County Board of Commissioners
July 9, 2019

WHEREAS, Ed Tholl is a dedicated member of our community. He is very dedicated to the work he does for the community for the City of Gaylord Department of Public Works.

WHEREAS, Ed is very family oriented. He has four children total, three sons and one daughter. He also enjoys having lunch with his parents nearly every day.

WHEREAS, Ed is especially fond of the elk and Elk Park here in Gaylord.

WHEREAS, the Alpenfest Board of Directors and the Gaylord Area Chamber of Commerce has named Ed Tholl the 2019 Alpenfest Parade Marshal; and

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

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

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES: _____

_____

NO: _____

ABSTAIN: _____

THE RESOLUTION WAS DECLARED ADOPTED.

_____
Kenneth C. Borton, Chairman

_____
Susan I. DeFeyter, County Clerk

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Susan I. DeFeyter, County Clerk
DATED: _____, 2019

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in Room 100 at the County Building, 225 W. Main St., Gaylord, Michigan on the 9TH day of July, 2019 beginning at 9:30 a.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Commissioner:

_____.

OCR 19-16
RESOLUTION
RECOGNIZING THE 2019 ALPENFEST DAR MONGEAU RECIPIENT – BARB SWITALSKI

Otsego County Board of Commissioners
July 9, 2019

WHEREAS, Barb Switalski is a resident of Gaylord. She and her husband have four children and four grandchildren.

WHEREAS, Barb served the community as a school teacher for Gaylord Schools for several decades. She was also a coach for the Gaylord High girls' varsity swim team.

WHEREAS, now that Barb is retired, she serves as a volunteer at the Otsego County Historical Museum.

WHEREAS, in addition to volunteering, Barb enjoys spending her time picking berries to make and can jams during the summer months.

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

RESOLVED, that the Otsego County Board of Commissioners, hereby recognizes and honors the outstanding contributions that Barb Switalski has made in our community.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES: _____

_____

NO: _____

ABSTAIN: _____

THE RESOLUTION WAS DECLARED ADOPTED.

_____

Kenneth C. Borton, Chairman

_____

Susan I. DeFeyter, County Clerk

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Susan I. DeFeyter, County Clerk

DATED: _____, 2019

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PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Commissioner:

_____.

OCR 19-17
RESOLUTION
RECOGNIZING THE 2019 ALPENFEST UNSUNG HERO AWARD RECIPIENT (IN HONOR OF THE LATE PAM DUCZKOWSKI) – SANDY GLASBY AND THE RETIRED SENIOR VOLUNTEER PROGRAM (RSVP) OF OTSEGO COUNTY

Otsego County Board of Commissioners
July 9, 2019

WHEREAS, Sandy Glasby and the Retired Senior Volunteer Program of Otsego County are recognized with the "Unsung Hero Award, in honor of the late Pam Duczkowski.

WHEREAS, Sandy has been an active member of the community for years. Significantly, Sandy is very active in Gaylord Community Productions, which dates back to 1995.

WHEREAS, Sandy also serves the community as a pen-pal with children from North Ohio and South Maple schools and enjoys participating in holiday donation programs such as Toys for Tots and Coats for Kids.

WHEREAS, the Retired Senior Volunteer Program of Otsego County, which Sandy is a member of, was formed in Otsego County in 1981 and links the skills and interests of volunteers with volunteering opportunities in our community. The organization has about 325 volunteers that are placed at 57 different non-profit agencies and local events like Alpenfest.

WHEREAS, the Alpenfest Board has named Sandy Glasby and the Retired Senior Volunteer Program the 2019 recipients for the Unsung Hero Award (in honor of the late Pam Duczkowski); and

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

RESOLVED, that the Otsego County Board of Commissioners, hereby recognizes and honors the outstanding contributions that Sandy Glasby has made in our community.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES: _____

_____

NO: _____

ABSTAIN: _____

THE RESOLUTION WAS DECLARED ADOPTED.

_____

Kenneth C. Borton, Chairman

_____

Susan I. DeFeyter, County Clerk

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Susan I. DeFeyter, County Clerk

DATED: _____, 2019

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in Room 100 at the County Building, 225 W. Main St., Gaylord, Michigan on the 9TH day of July, 2019 beginning at 9:30 a.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Commissioner:

_____.

OCR 19-18
RESOLUTION
RECOGNIZING THE 2019 ALPENFEST PONTRESINA AWARD RECIPIENT (IN HONOR OF THE LATE PATTI DOBRZELEWSKI) – PAT LYNCH GOEBEL

Otsego County Board of Commissioners
July 9, 2019

WHEREAS, Pat Lynch Goebel has lived in Gaylord since the early 1990's. She is deeply committed to the Gaylord area. Pat sits on the Bagley Township board of review to assist home owners with tax issues and questions.

WHEREAS, Pat enjoys organizing children's games and activities for Alpenfest each July. She also enjoys dogs and real estate.

WHEREAS, Pat has volunteered for the Otsego County United Way, Gaylord JayCee's, and Boy Scouts.

WHEREAS, the Alpenfest Board has named Pat Lynch Goebel the 2019 recipient for the Pontresina Award (in honor of the late Patti Dobrzelewski); and

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

RESOLVED, that the Otsego County Board of Commissioners, hereby recognizes and honors the outstanding contributions that Pat Lynch Goebel has made in our community.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES: _____

_____

NO: _____

ABSTAIN: _____

THE RESOLUTION WAS DECLARED ADOPTED.

_____
Kenneth C. Borton, Chairman

_____
Susan I. DeFeyter, County Clerk

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Susan I. DeFeyter, County Clerk
DATED: _____, 2019

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in Room 100 at the County Building, 225 W. Main St., Gaylord, Michigan on the 9TH day of July, 2019 beginning at 9:30 a.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Commissioner:

_____.

OCR 19-19
RESOLUTION
OPPOSING USING LOCAL FUNDS AS A MATCH FOR MEDICAID FUNDING FOR THE REGIONAL NORTH COUNTRY COMMUNTY MENTAL HEALTH AGENCY

Otsego County Board of Commissioners
July 9, 2019

WHEREAS, the Otsego County Commission having entered into an enabling resolution to create the North Country Community Mental Health Authority pursuant to Section 100 et seq. and Section 205 of the Mental Health Code, 1974 PA 258, as amended (MCL330.1100 et seq; MCL330.1205) with Antrim, Charlevoix, Cheboygan, Emmet and Kalkaska Counties; and

WHEREAS, North Country Community Mental Health (NCCMH) is a community mental health authority of the counties of Antrim, Charlevoix, Cheboygan, Emmet, Kalkaska and Otsego, organized under the terms of Section 204(a) of the Michigan Mental Health Code (the Code), (MCL330.1204[a]); and

WHEREAS, Section 116(b) of the Code (MCL330.1116[b]) requires that the Department of Community Health shift primary responsibility for the direct delivery of public mental health services from the state to a community mental health services program whenever the community mental health services program has demonstrated a willingness and capacity to provide an adequate and appropriate system of mental health services for the citizens of that service area; and

WHEREAS, NCCMH has demonstrated such willingness and capacity to provide community mental health services for over the past 40 years and is properly certified as a community mental health services program under the terms of Section 232(a) of the Code (MCL330.1232[a]); and

WHEREAS, Section 202(1) of the Code (MCL330.1202[1]) requires that the state shall financially support, in accordance with chapter 3, community mental health

services programs that have been established and that are administered according to the provisions of this chapter; and

WHEREAS, there are also established in the state entities known as Prepaid Inpatient Health Plans (PIHPs), which receive Medicaid funds and distribute them to Community Mental Health Services Programs and other Medicaid providers; and

WHEREAS, Appropriations Bill Public Act 207 of 2018, Article X, Part 2 Provisions Concerning Appropriations, General Sections, Behavioral Health Services, Section 928 (1) states, "Each PIHP shall provide, from internal resources, local funds to be used as a bona fide part of the state match required under the Medicaid program in order to increase capitation rates for PIHPs. These funds shall not include either state funds received by a CMHSP for services provided to non-Medicaid recipients or the state matching portion of the Medicaid capitation payments made to a PIHP."; and;

WHEREAS, NCCMH and the counties that it represents are not a state designated PIHP; and

WHEREAS, the county of Otsego having a strong desire to keep local funding at the local level to meet the financial liability of the county pursuant to Section 302(1) of the Code (MCL330.1301[1]) and to respond to the behavioral health needs in this county; and so,

NOW THEREFORE BE IT RESOLVED, that the Otsego County Commissioners strongly supports the withholding of local Otsego County funding from the PIHP for the purposes of increasing the Medicaid capitation rate of the PIHP and strongly supports the use of local county funds for local community mental health services as provided for under the Michigan Constitution and Michigan Mental Health Code; and

BE IT FURTHER RESOLVED, that the Otsego County Commissioners strongly urges its State Senate and House of Representatives members to eliminate similar language mentioned above in future State funding appropriations; and

BE IT FURTHER RESOLVED, that the Otsego County Commissioners strongly urges its State Senate and House of Representatives members to ensure that the current level of Medicaid funding is no negatively impacted by the removal of section 928; and

BE IT FURTHER RESOLVED, that copies of this resolution be provided to Governor Gretchen Whitmer, Senator Jim Stamas, Representative Tristan Cole, Michigan Department of Health and Human Services Director Robert Gordon, Behavioral Health and Developmental Disabilities Administration Deputy Director Dr. George Mellos, and the Michigan Association of Counties.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES: _____

_____

NO: _____

ABSTAIN: _____

THE RESOLUTION WAS DECLARED ADOPTED.

_____
Kenneth C. Borton, Chairman

_____
Susan I. DeFeyter, County Clerk

STATE OF MICHIGAN)
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COUNTY OF OTSEGO)

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_____
Susan I. DeFeyter, County Clerk
DATED: _____, 2019

Otsego COUNTY

ESTABLISHED 1875 MICHIGAN

July 30, 2019
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, or during the Board meeting.

OTSEGO COUNTY
Board of Commissioners

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

EXECUTIVE SUMMARY

AGENDA ITEM:	AGENDA DATE:
Planning Commission Appointment – Bagley Township Representative (Maxwell)	July 30, 2019
AGENDA PLACEMENT:	ACTION REQUESTED:
Consent Agenda, Item B.	Motion to Approve
STAFF CONTACT(S):	ATTORNEY REVIEW:
Rachel Frisch, County Administrator Chris Churches, Planning & Zoning, Capital Projects Director	Yes

BACKGROUND/DISCUSSION:

The Planning Commission is recommending appointment of Mr. Peter Maxwell to replace Ken Arndt as Bagley Township's representative on the Otsego County Planning Commission.

RECOMMENDATION:

The Planning Commission recommends appointment of Mr. Peter Maxwell to the Otsego County Planning Commission.

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

Department of Land Use Services
1322 Hayes Rd • Gaylord, MI 49735
Phone: 989.731.7400 • Fax: 989.731.7419
www.otsegocountymi.gov

To: Otsego County Board of Commissioners

RE: PC Recommendation / Bagley Township

Motion made by Mr. Hartmann to recommend the appointment of Mr. Peter Maxwell as Bagley Township's representative to the Otsego County Board of Commissioners; Seconded by Mr. Caverson.

Motion approved unanimously.

Otsego COUNTY MICHIGAN
ESTABLISHED 1875

APPLICATION FOR APPOINTMENT TO COMMITTEES, BOARDS AND COMMISSIONS

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

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

Otsego County Planning Commission

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

Please print or type.

Name: Peter Maxwell

Address: 1929 Ramona Trail, Gaylord, MI **Zip Code** 49735

Telephone: 734-846-4162 **Other:**

Email address: pmaxwell@tomia247.com

Date available for appointment Now

County Commission District 7

Are you a registered voter in Otsego County? ☒ Yes ☐ No

If yes, which township, city or village? Bagley

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

Community Service

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

Currently Bagley Township Planning Commission, Bagley Township Board of Review, Oscoda Rotary

Prior Oscoda Township Board of Review, Trustee Oscoda Friends of Wrestling

Employment and Education

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

Producer, Top O' Michigan Insurance Solutions, CISR (Certified Insurance Services Representative)

Summer Help Supervisor, Oscoda Township Department of Public Works

Assistant Wrestling Coach for 10 years

BA in Education from the University of Michigan, Ann Arbor

Have you ever worked for Otsego County? ☐ Yes ■ No

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

Personal

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

If yes, please indicate potential conflicts.

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

☒ Yes ☐ No

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

I've attended several Board of Review training sessions, also attended the Planning Commission training session in Grayling last month.

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

Signature

06/21/2019

Date

Mail or return your completed application to:

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

You may email your completed application to: ***appt_boc@otsegocountymi.gov***

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

OTSEGO COUNTY
Board of Commissioners

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

EXECUTIVE SUMMARY

AGENDA ITEM:	AGENDA DATE:
American/Global Tower Lease Agreement, Second Amendment to Land Site Lease	July 30, 2019
AGENDA PLACEMENT:	ACTION REQUESTED:
Consent Agenda, Item C.	Motion to Approve
STAFF CONTACT(S):	ATTORNEY REVIEW:
Rachel Frisch, County Administrator	No

BACKGROUND/DISCUSSION:

American Tower (formerly Global Tower) has rented space on the tower located at the Alpine Center Complex, with the original lease dating October 3, 1991, for the purpose of providing internet-based television capabilities to the area. The lease was first amended on July 27, 2015 for the purpose of extending the lease agreement and establishing the rental rate. This proposed amendment serves the same purpose.

RECOMMENDATION:

Staff recommends approving the second amendment for the Land Site Lease.

THE SECOND AMENDMENT TO LAND SITE LEASE

This Second Amendment to Land Site Lease (this "***Amendment***") is made effective as of the latter signature date hereof (the "***Effective Date***") by and between **County of Otsego, Michigan, ("*Landlord*")** and **Global Tower Assets III, LLC**, a Delaware limited liability company ("***Tenant***") (Landlord and Tenant being collectively referred to herein as the "***Parties***").

RECITALS

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

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Site Lease dated October 3, 1991 (the "***Original Lease***"); as amended by that certain First Amendment to Lease Agreement dated July 27, 2015 (the "***First Amendment***"; the Original Lease and First Amendment, collectively, the "***Lease***"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and easements for guy wires and guy anchors, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Leased Premises***"), which Leased Premises are also described on **Exhibit A** ; and

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

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

1. **One-Time Payment**. Tenant shall pay to Landlord a one-time payment in the amount of **Two Thousand and No/100 Dollars ($2,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before July 15, 2019; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.

2. **Lease Term Extended**. Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on October 1, 1991 and, without giving effect to the terms of this Amendment but assuming exercise by Tenant of all remaining renewal options contained in the Lease (each an "***Existing Renewal Term***" and, collectively, the "***Existing Renewal Terms***"), the Lease is otherwise scheduled to expire on September 30, 2061. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "***New Renewal Term***" and, collectively, the "***New Renewal Terms***"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty (60) day cure period) to

effect the cure. References in this Amendment to "***Renewal Term***" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "***Memorandum***") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation**. Commencing with the second rental payment due following the Effective Date, the rent payable from Tenant to Landlord is hereby reduced to Three Hundred Twenty-Five and No/100 Dollars ($325.00) per month (the "***Rent***"). Commencing on October 1, 2019 and on each successive annual anniversary thereof, Rent due under the Lease, as amended hereby, shall increase by an amount equal to **two percent (2%)** of the then current Rent. In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Otsego County.** The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.

4. **Revenue Share**.

   a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord an amount equal to Two Hundred and No/100 Dollars ($200.00) per month for each sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant and a third party subsequent to the Effective Date (any such party, the "***Additional Collocator***" and any such amount, the "***Collocation Fee***"). The Collocation Fee shall not be subject to the escalations to Rent as delineated in this Amendment and/or the Lease.

   b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant of the first Collocation Fee paid by the Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant, if such sublease or transfer does not result in additional equipment being located or installed on the tower on the Leased Premises (such tower, the "***Tower***").

   c. Landlord hereby acknowledges and agrees that Tenant has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Tenant deems advisable, in Tenant's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.

5. **Landlord and Tenant Acknowledgments**. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from

Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent and/or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Notwithstanding the foregoing, Tenant shall require Landlord's consent (which consent shall not be unreasonably denied, withheld, or conditioned) for subleasing and licensing to additional customers. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

6. **Non-Compete**. During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of the Lease, as amended hereby, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "***Third Party Competitor***") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.

7. **Landlord Statements**. Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or

Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease (and if the existing Tower is a guyed tower, then the Leased Premises also consists of 10 feet on both sides of each guy wire and extends 20 feet beyond each guy anchor). The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.

9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

10. **Tenant's Securitization Rights; Estoppel**. Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee (***"Tenant's Mortgagee"***) of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.

11. **Conflict/Capitalized Terms**. The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

County of Otsego, Michigan,

Signature: _____
Print Name: _____
Title: _____
Date: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

Global Tower Assets III, LLC,
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT A

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

PARENT PARCEL

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

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

Part of the SW 1/4 of Section 27, T 31 N, R 3 W, Livingston Township, Otsego County, Michigan being more particularly described as follows:

Beginning at the SW corner of said Section 27 and proceeding N 0°01'03" E 2627.57 feet along the West line of said Section 27 to the W 1/4 corner of said Section 27; thence S 88°59'13" E 2625.07 feet along the East and West 1/4 line of said Section 27 to the center 1/4 corner of said section 27; thence S 0°09'02" W 2609.89 feet along the North and South 1/4 line of said Section 27 to the South 1/4 corner of said Section 27; thence N 89°22'16" W 534.00 feet along the South line of said section 27; thence N 0°37'44" E 350.00 feet; thence N 89°22'16" W 400.00 feet; thence S 0°37'44" W 350.00 feet; thence N 89°22'16" W 835.75 feet; thence N 0°37'44" E 350.00 feet; thence N 89°22'16" W 450.00 feet; thence S 0°37'44" W 350.00 feet; thence N 89°22'16" W 400.00 feet to the point of beginning, containing 154.23 acres of land, more or less, excepting the W 100.00 feet thereof,

Being Otsego County APN 080-027-300-005-00 and 088-027-300-005-01.

EXHIBIT A (Continued)

LEASED PREMISES

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

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

A PARCEL OF LAND ON PART OF THE SW 1/4 OF SECTION 27, T31N–R3W, LIVINGSTON TOWNSHIP, OTSEGO COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE SW CORNER OF SAID SECTION 27; THENCE N00°01'03"E, 1705.32' ALONG THE WEST LINE OF SAID SECTION 27 AND CENTERLINE OF HIGHWAY US 27; THENCE S89°58'57"E, 1852.83' TO THE POINT OF BEGINNING; THENCE N00°01'03"W, 450.00'; THENCE S89°58'57"E, APPROXIMATELY 604' TO THE N–S 1/4 LINE OF SAID SECTION 27; THENCE SOUTHERLY, APPROXIMATELY 652' ALONG SAID N–S 1/4 LINE; THENCE N89°58'57"W, APPROXIMATELY 345' TO INTERSECT A PREVIOUSLY DESCRIBED EASEMENT; THENCE N00°01'03"E, 202.00'; THENCE N89°58'57"W, 458.76' TO THE POINT OF BEGINNING.

ACCESS AND UTILITIES

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

A THIRTY (30) FOOT WIDE EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, T31N–R3W, LIVINGSTON TOWNSHIP, OTSEGO COUNTY, MICHIGAN, HAVING A SOUTHERLY AND WESTERLY LINE DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 27; THENCE N00°04'52"W ALONG THE NORTH–SOUTH QUARTER LINE OF SAID SECTION A DISTANCE OF 1,708.50 FEET; THENCE S89°55'08"W A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST LINE OF HAYES ROAD AND THE POINT OF BEGINNING; THENCE N84°49'39"W A DISTANCE OF 283.30 FEET; THENCE S89°47'27"W A DISTANCE OF 170.11 FEET TO A POINT WHERE SAID EASEMENT BECOMES 50 FEET WIDE; THENCE N00°45'16"E ALONG THE EASTERLY LINE OF AN EXISTING BUILDING AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 126.91 FEET TO THE NORTHEAST CORNER OF SAID BUILDING AND THE POINT OF ENDING. THE SIDELINES OF SAID EASEMENT ARE LENGTHENED AND/OR SHORTENED TO BEGIN AT THE WEST RIGHT OF WAY LINE OF HAYES ROAD AND TERMINATE AT THE NORTHERLY LINE OF THE ABOVE DESCRIBED LEASE AREA AND THE EASTERLY EXTENSION THEREOF.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Site No: 372257
Site Name: Gaylord MI

Prepared by and Return to:
American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Alexander T. Maur, Esq.
ATC Site No: 372257
ATC Site Name: Gaylord MI
Assessor's Parcel No(s): 080-027-300-005-00

Prior Recorded Lease Reference:
Liber 1381, Page 827
State of Michigan
County of Otsego

MEMORANDUM OF LEASE

This Memorandum of Lease (the "***Memorandum***") is entered into on the _____ day of _____, 201___ by and between **County of Otsego, Michigan,** ("***Landlord***") and **Global Tower Assets III, LLC**, a Delaware limited liability company ("***Tenant***").

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

1. **Parent Parcel and Lease**. Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Site Lease, dated October 3, 1991 (as the same may have been amended from time to time, collectively, the "***Lease***"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities and easements for guy wires and guy anchors, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Leased Premises***"), which Leased Premises is also described on **Exhibit A**.

2. **Expiration Date**. Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be September 30, 2091. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

3. **Leased Premises Description**. Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Right of First Refusal**. There is a right of first refusal in the Lease.

5. **Effect/Miscellaneous**. This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 225 W. Main Street, Room 203, Gaylord, MI 49733, To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

LANDLORD

County of Otsego, Michigan,

Signature: _____
Print Name: _____
Title: _____
Date: _____

2 WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

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

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT

Global Tower Assets III, LLC,
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

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

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

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

PARENT PARCEL

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

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

Part of the SW 1/4 of Section 27, T 31 N, R 3 W, Livingston Township, Otsego County, Michigan being more particularly described as follows:

Beginning at the SW corner of said Section 27 and proceeding N 0°01'03" E 2627.57 feet along the West line of said Section 27 to the W 1/4 corner of said Section 27; thence S 88°59'13" E 2625.07 feet along the East and West 1/4 line of said Section 27 to the center 1/4 corner of said section 27; thence S 0°09'02" W 2609.89 feet along the North and South 1/4 line of said Section 27 to the South 1/4 corner of said Section 27; thence N 89°22'16" W 534.00 feet along the South line of said section 27; thence N 0°37'44" E 350.00 feet; thence N 89°22'16" W 400.00 feet; thence S 0°37'44" W 350.00 feet; thence N 89°22'16" W 835.75 feet; thence N 0°37'44" E 350.00 feet; thence N 89°22'16" W 450.00 feet; thence S 0°37'44" W 350.00 feet; thence N 89°22'16" W 400.00 feet to the point of beginning, containing 154.23 acres of land, more or less, excepting the W 100.00 feet thereof,

Being Otsego County APN 080-027-300-005-00 and 088-027-300-005-01.

EXHIBIT A (Continued)

LEASED PREMISES

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

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

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

ACCESS AND UTILITIES

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

A THIRTY (30) FOOT WIDE EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 27, T31N–R3W, LIVINGSTON TOWNSHIP, OTSEGO COUNTY, MICHIGAN, HAVING A SOUTHERLY AND WESTERLY LINE DESCRIBED AS COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 27; THENCE N00°04'52"W ALONG THE NORTH–SOUTH QUARTER LINE OF SAID SECTION A DISTANCE OF 1,706.50 FEET; THENCE S89°55'08"W A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST LINE OF HAYES ROAD AND THE POINT OF BEGINNING; THENCE N84°49'30"W A DISTANCE OF 283.30 FEET; THENCE S89°47'27"W A DISTANCE OF 170.11 FEET TO A POINT WHERE SAID EASEMENT BECOMES 50 FEET WIDE; THENCE N00°45'16"E ALONG THE EASTERLY LINE OF AN EXISTING BUILDING AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 126.91 FEET TO THE NORTHEAST CORNER OF SAID BUILDING AND THE POINT OF ENDING. THE SIDELINES OF SAID EASEMENT ARE LENGTHENED AND/OR SHORTENED TO BEGIN AT THE WEST RIGHT OF WAY LINE OF HAYES ROAD AND TERMINATE AT THE NORTHERLY LINE OF THE ABOVE DESCRIBED LEASE AREA AND THE EASTERLY EXTENSION THEREOF.

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by ***ALL*** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but ***ONE HUNDRED PERCENT (100%)*** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Site No: 372257
Site Name: Gaylord MI

Prepared by and Return to:
American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Alexander T. Maur, Esq.
ATC Site No: [Site Entry]
ATC Site Name: [Site Name Entry]
Assessor's Parcel No(s): 080-027-300-005-00

RESOLUTION AND CONSENT AFFIDAVIT

County of Otsego, Michigan,

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "***Affiants***") of the above referenced entity (the "***Landlord***"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to Global Tower Assets III, LLC, a Delaware limited liability company (the "***Tenant***") under a Land Site Lease originally dated October 3, 1991 (as the same may have been amended, renewed, extended, restated or otherwise modified, collectively, the "***Lease***").

2. Landlord and Tenant desire to enter into an amendment of the Lease (the "***Amendment***") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment, a copy of which is attached hereto as **Exhibit A** and by this reference made a part hereof.

3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.

4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions

contemplated in the Amendment and other Transaction Documents have been completed.

5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and Affiants have the full authority to execute any and all of the Transaction Documents on behalf of Landlord and to nominate individuals to act on Landlord's behalf.

6. The Affiants hereby nominate the below listed individual (the "***Nominee***") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the "Transaction Documents"), on behalf of Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

NOMINEE: (Print Name) _____
(Address) _____
_____
_____

7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.

8. Affiants hereby acknowledge and agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.

9. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[*SIGNATURE AND NOTARY PAGES TO FOLLOW*]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

Signature: _____
Print Name: _____
Date: _____

WITNESS

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

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

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

Signature: _____
Print Name: _____
Date: _____

WITNESS

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

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

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

Signature: _____
Print Name: _____
Date: _____

WITNESS

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

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

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

Signature: _____
Print Name: _____
Date: _____

WITNESS

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

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

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

Signature: _____
Print Name: _____
Date: _____

WITNESS

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

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

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

Signature: _____
Print Name: _____
Date: _____

WITNESS

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

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

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

OTSEGO COUNTY
Board of Commissioners

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

EXECUTIVE SUMMARY

AGENDA ITEM:	AGENDA DATE:
Gaylord Gateway Trailhead Lease Agreement PRD-T-008-2019	July 30, 2019
AGENDA PLACEMENT:	ACTION REQUESTED:
Consent Agenda, Item D.	Motion to Approve
STAFF CONTACT(S):	ATTORNEY REVIEW:
Rachel Frisch, County Administrator	Yes

BACKGROUND/DISCUSSION:

The Gaylord Gateway Trailhead and related land, located between Mitchell Street and Main Street on the Otsego County Iron Belle Corridor, is owned by the State of Michigan Department of Natural Resources. The purpose of the lease is to allow Otsego County to construct, operate, and maintain a trailhead on the Otsego County Iron Belle Trail.

RECOMMENDATION:

Staff recommends approving Lease Agreement PRD-T-008-2019.

Michigan Department of Natural Resources

LEASE

PRD-T-008-2019

BETWEEN

THE STATE OF MICHIGAN, AS LESSOR

AND

OTSEGO COUNTY, AS LESSEE

This Lease is entered into by the State of Michigan through its Department of Natural Resources (DNR), hereinafter called "DNR" and/or "Lessor," and **Otsego County,** hereinafter called "Lessee," whose address is 225 West Main, Gaylord, MI 49735.

WHEREAS, pursuant to Section 503 (1) of Public Act 451 of 1994 (1994 PA 451), as amended, MCL 324.503 (1), the DNR is required to: protect and conserve the natural resources of the State; provide and develop facilities for outdoor recreation; prevent the destruction of timber and other forest growth by fire or otherwise; promote the reforesting of forest lands belonging to the State; prevent and guard against the pollution of lakes and streams within the State and enforce all laws provided for that purpose with all authority granted by law; and foster and encourage the protection and propagation of game and fish; and create, maintain, operate, preserve, and protect Michigan's significant natural and historic resources.

WHEREAS, the Purpose of this Lease is to allow Lessee to construct, operate and maintain a trailhead on the **Otsego County Iron Belle Trail**.

WHEREAS, the Director of the DNR, or his or her lawful designated Representative, has determined that the purpose of this Lease is necessary to implement Part 5 of 1994 PA 451, as amended, because the construction, operation, and maintenance of the trailhead will protect and conserve the natural resources and provide facilities for outdoor recreation.

WHEREAS, Lessee is willing to construct, operate, and maintain the Premises which is located within Otsego County.

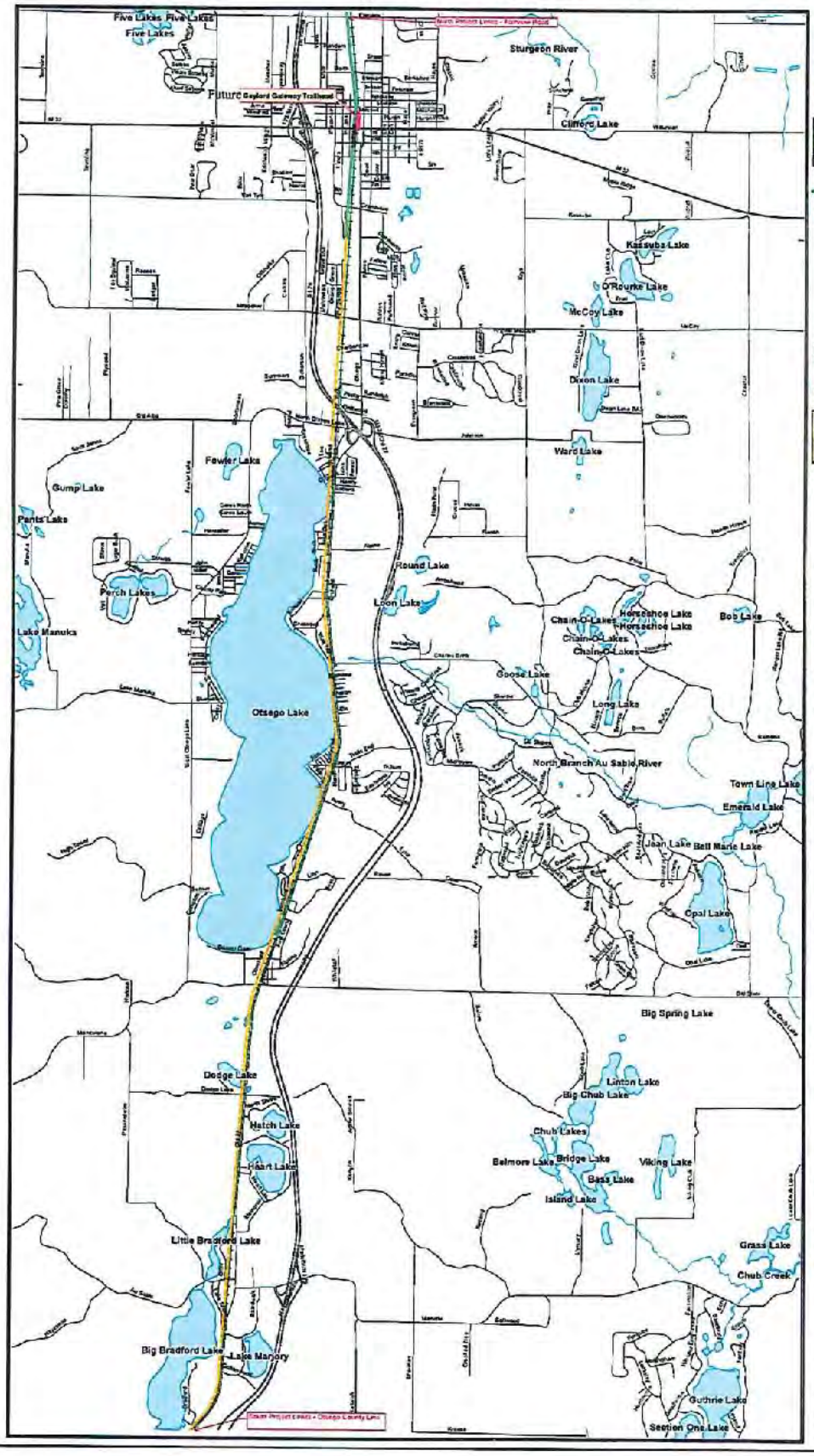
THEREFORE, Lessor and Lessee, for consideration specified in this Lease, agree to the following terms and conditions:

1. **DESCRIPTION OF PREMISES -** Lessor hereby leases to Lessee the Premises, located between Michell Street and Main Street on the Otsego

_____ INIT

ATTACHMENT A

Otsego County Iron Belle Trail



Legend

Otsego County

MDOT

Bagley Township
Otsego Co., MI

GAYLORD
The Alpine Village

OTSEGO LAKE TOWNSHIP

c2ae

PROPOSED CONCEPT PLAN
Otsego County Iron Belle Trail

Otsego County Iron Belle Stats

- 12.5 miles of new surface trail along railroad corridor in Otsego County
- 1.3 miles of new surfaced trail within Gaylord City limits
- 11.2 miles of new surface trail elsewhere within the County

Two routes, one great trail.

County Iron Belle Trail corridor, located within the County of Otsego, State of Michigan (see **Attachment A**).

This Lease is subject to the DNR's public notice process.

2. USE OF PREMISES

A. Lessee hereby acknowledges that the use and occupancy of the Premises shall be subject to the provisions of 1994 PA 451, as amended, and confined to the following specific uses:

1) To utilize a portion of the Otsego County Iron Belle Trail for the following improvements associated with construction, operation, and maintenance of a trailhead. Lessee acknowledges such construction, operation, and maintenance of the Premises includes, but is not limited to:

- Lessee shall construct, maintain and operate the Gaylord Gateway Trailway. Construction shall be based upon concept as presented in the 2019 Michigan Natural Resources Trust Fund Application including lighting, lawn/landscape area, trailhead entry sign, barrier-free parking, pavilion with restrooms, gas fire pit, bench, bike racks, bike repair station, interpretive signage, arbor, crushed limestone pathway, and landscaping (see **Attachment B**).
- Lessee shall submit engineering plans to Lessor for approval prior to construction.
- Development of site shall not impact the improved gravel trail tread unless approved by Lessor. The site must be American's with Disabilities Act (ADA) accessible.
- Site amenities shall provide ADA accessibility.
- Lessee shall design and construct interpretative signage based on State Trails signage criteria (**Attachment C**). Lessor agrees to work cooperatively with Lessee to achieve approval.
- Lessee shall be responsible to maintain the public trailhead including but not limited to lawn maintenance, trash pick-up and disposal, restroom cleaning, snow plowing, and facility maintenance.
- Landscaping shall meet the standards as outlined in Lessor's Vegetation Restoration Policy (see **Attachment D**).
- Lessee shall be responsible to develop and submit an annual Maintenance Plan to Lessor for approval. Maintenance Plan should include both short-term and long-term maintenance.
- Lessee shall be responsible for all utility service payments.
- Lessee assumes all liability for infrastructure damage that may occur over the life of the Lease.

_____ INIT

- Lessee shall be responsible to secure all inspections/permits required and provide copies of approved permits to Lessor within seven (7) business days of receipt.

2) Any other use which is agreed to in writing by both parties.

B. Lessee shall obtain Lessor's prior consent, in writing, signed by Lessor, to use the Premises for any purpose not listed in this Section. Lessor may terminate this Lease, as provided in Section 23, if at any time, Lessee uses the Premises, without express written permission by Lessor, for purposes other than those enumerated in this Section.

C. Lessee covenants that its use of the Premises shall, at no time, interfere with the operations of the Lessor or Public use of the Premises or any State land that may be adjacent to the Premises.

D. **PROHIBITED ACTIVITIES -** The following activities on the Premises are prohibited:

1) Authorizing public use of Premises in violation of any State law, order or regulation.
2) Use of non-native species in any re-vegetation effort on the Premises.
3) Any planting of plants, removal of plants, landscaping or earthmoving on the Premises without the prior written consent of Lessor.
4) Outside storage of equipment, placement of signs other than as provided in this Lease, or use of camping trailers or tents without prior written approval of Lessor. Overnight camping is not permitted at any time. Event space tents can be permitted as part of an approved event.
5) Dumping or disposal of garbage/trash, spare parts, hazardous material, scrap metal and other waste onto the Premises.
6) Disposal of trees, tree tops, branches, roots, stumps, and other vegetative debris onto the Premises.
7) Removal of any surface or sub-surface materials (e.g. sand, gravel, etc.).
8) Modifications to the Premises unless specifically authorized in writing by the Lessor.
9) Committing, or allowing to be committed, any waste or nuisance on the Premises; using, or permitting use of the Premises for any unlawful purpose.
10) Motorized vehicles will not be allowed to operate off of the parking lot or driveway, except for emergency service and trail maintenance/construction.
11) Authorization of "Naming Rights" for any portion of the Premises without prior Lessor approval.

E. Lessor may terminate this Lease, as provided in Section 23, if prohibited activities occur on the Premises at any time during the term of this Lease.

3. **WASTE -** Lessee agrees not to commit, or allow to be committed, any waste or nuisance on the Premises and will not use, or permit to be used, the Premises for any unlawful purpose.

_____ INIT

4. **LESSOR'S OPERATIONS** - Lessee covenants that its use of the Premises shall, at no time, interfere with the uses or operations of Lessor or the Public on the Premises. Lessee covenants that its use of the Premises shall, at no time, interfere with the Public's use of any State land that may be adjacent to the Premises. Lessee shall not prevent Lessor, its agents, or the public from crossing the Premises to access the adjoining State lands.

5. **ADMINISTRATION** - The **Parks and Recreation Division, Northern Lower Trails Coordinator**, or his/her designated representative, is the DNR Administrator of this Lease (collectively, DNR Representative). The Lessee shall designate in writing to Lessor one (1) person and one (1) alternate person responsible to be the contact person for the Lessee regarding the administration of the Lease. This person shall be authorized to make decisions regarding the maintenance and operation of the Premises.

6. **CONDITION OF PREMISES** - Lessee stipulates, represents and warrants that Lessee has examined the Premises, and that it is taking possession of the Premises in "as is" condition. Lessee acknowledges that it has not made an independent environmental assessment of the Premises, and agrees to maintain the Premises in its present condition.

7. **TERM** - Lessor shall lease the Premises to Lessee for a **twenty (20)** year initial term of possession beginning upon actual possession at 12:01 a.m. on **May 1, 2019**, and ending at midnight on **April 30, 2039,** or such later date as provided in Section 9. The beginning and ending Lease term dates may be altered by mutual written consent to reflect the actual date of occupancy.

8. **OPTION TO RENEW** - The initial term of this Lease may be extended for three (3) additional five (5) year terms, or such term as shall be agreed to between the parties, if Lessee gives Lessor One Hundred Twenty (120) days written notice before this Lease or any extension expires, and agrees to any additional terms and rent modifications proposed by Lessor. Lessor's written consent is necessary for any Lease term extension. Lessor's rental rate for the Premises during an extended term will be re-negotiated prior to renewal.

9. **RENT** - In lieu of payment, Lessee is responsible for all costs associated with operation and maintenance of the Premises.

10. **SERVICES BY LESSEE** - Lessee shall furnish the following services at its own expense:

    A. Lessee will operate and maintain the Premises as provided for in Section 2A above at its sole expense.

    B. Lessee will manage public events held within the public park, however Lessor will manage public events held on the trail proper. Appropriate DNR event permit must be issued for events held on the trail proper.

    C. Lessee will be responsible for the enforcement of all state laws and local ordinances on the property.

    D. Lessee shall maintain standards of cleanliness that will reflect favorable public opinion on the Lessee and Lessor. If Lessor determines that Lessee has failed to maintain an acceptable standard of cleanliness, and, if after forty-eight (48) hours or two (2) business days, following verbal and written notification by the Lessor, the problem is not rectified to the

_____ INIT

satisfaction of Lessor, Lessor may perform or have the duties of the Lessee performed by others at Lessee's sole expense.

E. Lessee is responsible to immediately investigate and report to the Lessor all instances of suspected trespass.

F. In performing services under this Lease, Lessee must comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, Lessee must comply with any applicable state agency rules that the Lessor provides to Lessee.

11. FEES - Lessee shall not charge a fee or request donations but may apply for grants in connection with Lessee's use of the Premises.

All fees and/or donations shall have prior approval of Lessor, if permitted. Differences in admission or use of the Premises may not be instituted on the basis of residence. Any fee and/or donation that might be charged will be used to operate, restore, maintain and enhance the Premises.

Furthermore, where snowmobiling is permitted, trails will continue to be operated under a separate snowmobile maintenance and grooming agreement. Lessee may not charge any fee for snowmobile use of the trails.

Lessee shall keep accurate books, records and accounting of its operations under this Lease distinctly separate and apart from Lessee's other operations. Lessee shall make all reports concerning the operation available to the Lessor at such time as the Lessor may require upon reasonable written notice.

Lessor, upon thirty (30) days' written notice, shall have the right to audit books, records and accounting of Lessee's operations for this Lease.

12. ASSIGNMENT AND SUBLEASE - Lessee shall not sell, mortgage, rent, assign, or parcel out the Lease hereby granted, or any interest therein, or allow or permit any other person or party to use or occupy any part of the Premises, building, or spaces, covered by this Lease for any purpose whatsoever without first obtaining the prior written consent of Lessor. Such action by Lessee without the prior written approval of Lessor shall be cause for the immediate termination of this Lease. Lessee may, however, enter into maintenance agreements with third parties to fulfill Section 10 above.

13. ALTERATIONS - No alterations, modifications, or improvements shall be made to the Premises without the prior written consent of Lessor, which Lessee shall request at least sixty (60) days in advance of such alteration, modification, or improvement.

At the expiration or cancellation of the Lease the Parties agree that all alterations, modifications, and improvements to the Premises shall become the property of Lessor, unless otherwise agreed in writing by Lessor.

In the event that Lessor requires Lessee to remove all facility improvements, Lessee shall be responsible for all associated costs, and shall restore the Premises to its original condition.

14. LAWS, CODES AND PERMITS - Lessee shall comply with all applicable federal, state or local regulations, including, but not limited to, all environmental laws, and codes and will obtain any necessary permits in connection with its use of the Premises.

_____ INIT

Furthermore, Lessee shall comply with all acquisition and development grant obligations existing at the time of this Lease.

15. **DAMAGE and REPAIRS** - Lessee shall make repairs to the Premises resulting from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Premises.

16. **INSPECTION of PREMISES** - Lessor and Lessor's agents and employees shall have the right at all reasonable times and upon forty-eight (48) hours written notice during the term of this Lease, and any renewal thereof, to enter the Premises for the purposes of making any inspections, repairs, additions, or alterations as may be deemed appropriate by Lessor for the preservation of the Premises.

17. **INDEMNIFICATION** - Lessee hereby covenants and agrees to indemnify and save harmless, the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this Lease; (2) the activities authorized by this Lease; and (3) the use or occupancy of the Premises which are the subject of this Lease by the Lessee, its employees, contractors, or its authorized representatives.

18. **LIABILITY** - Lessee hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to Lessee, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of Lessee, its officers, employees or agents, in reference to the activities authorized by this Lease and not resulting from the negligence or intentional misconduct of Lessor, its officers, agents and employees.

    Lessee shall report to the Lessor any incident that may result in personal injury or property damage. Lessee shall make complete reports in writing to Lessor on forms provided by Lessor, (see **Attachment E**), within 24 hours of any such incident. Incidents resulting in serious personal injury, death, or property damage estimated to exceed $100 are to be reported to Lessor immediately, by telephone or in person. A written report is to follow as described above.

19. **INSURANCE:** Lessee shall provide certificates of insurance listing the **State of Michigan, its departments, boards, agencies, commissions, officers, and employees as additional insureds**, to Lessor within thirty (30) calendar days following the execution and delivery of this Lease to Lessee, and every year thereafter, for the following insurance coverage. The insurance policies shall provide that they may not be modified, canceled, or allowed to expire without thirty (30) days' prior written notice given to Lessor.

    A. Lessee shall obtain General Liability Insurance, naming Lessor, its officers and employees as additional insureds and protecting against all claims, demands, suits, actions or causes of action and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Premises, or arising in connection with or as a direct or indirect result of the Lessee's use and occupancy of the Premises or its exercise of the right

_____ INIT

and privileges granted in the Lease. Lessee agrees to maintain a minimum policy limit, in the amount of:

$ 500,000 per occurrence for property damage

$1,000,000 per occurrence for bodily injury

$2,000,000 aggregate

B. Lessee covenants that it will, during the continuance of the term of this Lease, keep the buildings and improvements now or hereafter located on the Premises, insured by an insurance company or companies that has a rating of A- (A minus) or better, as listed by AM Best Co., against loss or damage for all risks as are currently embraced in the standard extended coverage endorsement in the State of Michigan, and in an amount equal to the full replacement value of said buildings and improvements.

C. If required by law, Lessee shall obtain Workers' Compensation Insurance for Lessee's employees' claims under Michigan Workers' Compensation Act or similar employee benefit act or any other state act applicable to an employee, along with Employer's Liability Insurance for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when Workers Compensation may not be an exclusive remedy, subject to a limit of liability of not less than $100,000 each accident.

D. If required by law, Lessee shall maintain automobile no-fault coverage for vehicles used under the course of this Lease.

E. Lessor reserves the right to reassess the minimum policy limits requirement set forth above every five (5) years, or as determined necessary by Lessor.

20. NON-DISCRIMINATION - Lessee, its agents, employees and subcontractors shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453 as amended, MCL 37.2101 *et seq.*; MSA 3.548 (101) *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101; MSA 3.550 (101) *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 Lease, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his/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. Lessee agrees to include in every subcontract entered into for the performance of this Lease, this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Lease.

21. UNFAIR LABOR PRACTICES - Lessee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*; MSA 17.458 (21) *et seq.* Under Section 4 of 1980 PA 278, MCL 423.324, the State may void a Contract or Lease, if after award, the name of the Lessee as an employer or the name of a Subcontractor, manufacturer, or supplier of Lessee appears in the register.

_____ INIT

22. **DISPUTES** - Except as otherwise provided for in this agreement, any dispute among any multiple Lessees that have executed Leases with Lessor to maintain and operate portions of the contiguous Premises, that concern obligations and benefits arising under this agreement, which is not disposed of by this agreement, shall be decided by the Parks and Recreation Division (PRD) Chief, who shall make a written decision and mail or otherwise furnish a copy of the decision to all of the parties.

A. The written decision of the PRD Chief provided for above shall be binding upon the parties and shall constitute a final decision of the agency.

B. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in the dispute subparagraph above. Nothing in this agreement, however, shall be construed as making final the decision of any administrative official, representative or board on the question of law.

23. **CANCELLATION** -

A. Lessor may cancel this Lease provided Lessee is notified in writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur:

1) The Premises are no longer being used for the purposes identified in this Lease.

2) Lessee provided Lessor with information, in its application for this Lease or at any time during the Lease term, that was false or fraudulent.

3) Lessee fails to perform any of its obligations under this Lease, and such failure is not cured within ninety (90) calendar days after written notice of default to Lessee.

4) Lessee or any subcontractor, manufacturer or supplier of Lessee appears in the register compiled by the Michigan Department of Labor and Economic Growth, pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.*; MSA 17.458 (21) *et seq.* (Employers Engaging in Unfair Labor Practices Act). This covenant is cross-referenced in Section 21.

B. Either party may cancel this Lease provided the other party is notified, in writing, at least ninety (90) days prior to the effective date of cancellation, if either party deems cancellation is in the best interest of the State of Michigan or County of Otsego.

C. Lessor may also cancel this Lease for non-appropriation of funding. The Michigan Constitution prohibits spending money out of the State Treasury without a valid appropriation. Lessee may cancel this Lease for non-appropriation of funding by the Otsego County Board of Commissioners.

24. **QUIET ENJOYMENT** - Upon payment of the rent and the performance of the conditions outlined herein, Lessee may peacefully and quietly have, hold, and enjoy the Premises, provided that the use of the Premises by Lessee is maintained open to the general public.

25. **RESERVATION** - Lessor reserves the right to grant rights-of-way and easements of any kind and nature over and across said Premises and to grant

_____ INIT

or exercise all other rights and privileges of every kind and nature not herein specifically granted.

26. **HOLDOVER TENANCY** - If Lessee remains in possession of the Premises after the natural expiration of this Lease, with the consent of Lessor but without a renewal of this Lease, pursuant to Section 9, a new tenancy from year-to-year shall be created between Lessor and Lessee. The new tenancy shall be subject to all of the terms and conditions of this Lease, except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

27. **NOTICES** - Any notice(s) to Lessor or 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 requested. Unless either party notifies the other in writing of a different mailing address, notices to Lessor and Lessee shall be transmitted to the addresses listed below:

To Lessor:

Land Administering Division (LAD)

State of Michigan
Department of Natural Resources
Chief, Parks and Recreation Division
P.O. Box 30257
Lansing, MI 48909

and LAD Administrator

State of Michigan
Department of Natural Resources
Gaylord Customer Service Center
1732 M-32, West
Gaylord, MI 49735
Attn: PRD District Supervisor

(989) 732-3541

To Lessee:

Otsego County
225 West Main
Gaylord, MI 49735

Attn: Rachel Frisch, CPA
(989) 731-7520

and Lessee Alternate

28. **NOTICES – EFFECTIVE TIME/DATE** - Notices shall be deemed effective as of 12:00 noon, Eastern Standard Time (EST) on the third (3rd) business day following the date of mailing, if sent by mail. Business day is defined as any day other than a Saturday, Sunday, or legal holiday. A receipt from the U.S. Postal Service, or comparable agency performing such function, shall be conclusive evidence of the date of mailing.

29. **INTERPRETATION** - This Lease shall be interpreted in accordance with the laws of the State of Michigan.

30. **NO UNNAMED ENTITIES/ PARTNERS** - Lessee covenants that there are no unnamed entities or partners having authority over the operation or management of

_____ INIT

the Premises and further represents that Lessee is the only entity responsible for carrying out Lessee's responsibilities.

31. **MODIFICATION** – This Lease shall not be modified by or interpreted by reference to any course of dealing or usage of trade and shall not be modified by any course of performance. No modifications of this Lease are effective unless in writing, signed by the parties, and executed in the same manner as this Lease was originally executed. A party may waive or release the other party's breach or default only in writing.

32. **SEVERABILITY** - 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.

33. **GOVERNING LAW** – This Lease is governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising under this Lease must be resolved in the Michigan Court of Claims.

34. **REQUIRED APPROVALS** - This Lease shall not be binding or effective on either party until executed (and witnessed and notarized as necessary) by Lessor and Lessee.

35. **WAIVER OF DEFAULT** – The failure of a party to insist upon strict adherence to any term of this Lease does not deprive the party of the right to insist upon strict adherence to that term, or any other term, of this Lease.

36. **ENTIRE AGREEMENT AND ENCLOSURES** - This Lease 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. This Lease supersedes all proposals or other prior agreements and all other communications between the parties relating to this transaction.

_____ INIT

LESSOR
WITNESS(ES) TO LESSOR

Witness(es)

Witness Signature _____ Date _____

Diane Munson
(please print name)

Witness(es)

Witness Signature _____ Date _____

(please print name)

STATE OF MICHIGAN
BY THE
DEPARTMENT OF NATURAL RESOURCES

Ronald A. Olson, Chief
DNR Parks and Recreation Division _____ Date _____

STATE OF MICHIGAN, COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____, day of _____, 2019 by Ronald A. Olson, Parks and Recreation Division Chief, for the Michigan Department of Natural Resources.

_____

Diane Marie Munson, Notary Public
(please print name)

My Commission Expires: 07/04/2022

Acting in the County of: Ingham

_____ INIT

LESSEE – OTSEGO COUNTY

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

WITNESS TO LESSEE

Witness

_____
(please print)

_____ _____
Witness Signature *Date*

Lessee

_____
(please print)

_____ _____
Lessee Signature *Date*

Title: _____

Federal ID No. _____

Witness

_____
(please print)

_____ _____
Witness Signature *Date*

Lessee

_____
(please print)

_____ _____
Lessee Signature *Date*

Title: _____

Federal ID No. _____

State of Michigan, County of _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2019, by _____, for Lessee.

_____

_____, Notary Public

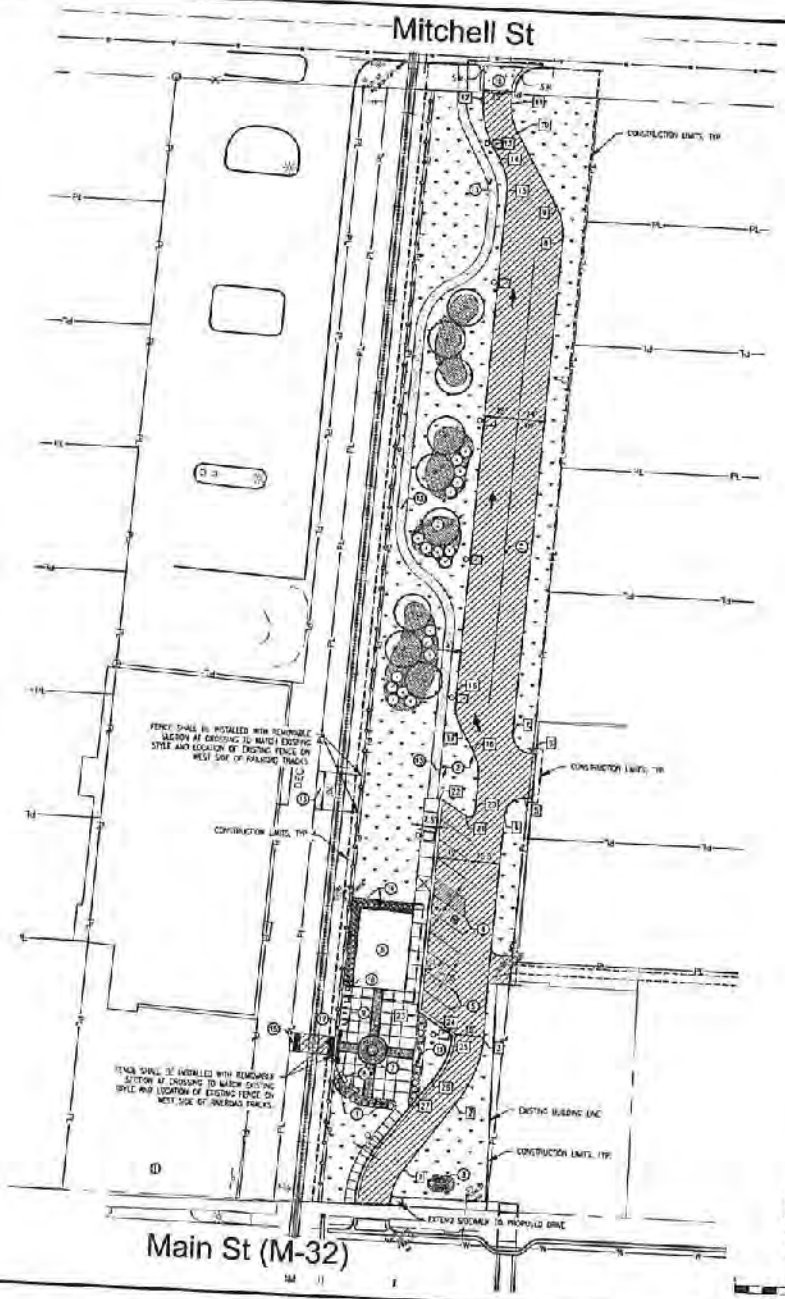
State of Michigan, County of _____

My Commission expires: _____

Acting in the County of _____

_____ INIT

ATTACHMENT B



BENCHMARKS
BM #1 – [illegible]
ELEV. 1348.30'

SITE IMPROVEMENT LEGEND

- CONSTRUCTION LIMITS
- PL — PROPERTY LINE
- ORNAMENTAL FENCE — 1/C-501
- HMA PAVEMENT — 1/C-501
- CONCRETE SIDEWALK — 2/C-501
- DECORATIVE STAMPED CONCRETE — 3/C-501
- PARKING LOT LIGHTING. REFER TO ELECTRICAL DRAWINGS
- MODIFY CURB AND GUTTER

SITE IMPROVEMENT NOTES

1. ALL AREAS SHOWN NOT HAVE PAVED OR OTHERWISE COVERED BY CONSTRUCTION SHALL BE HYDROMULCH SEEDED. REFER TO LANDSCAPE SHEETS
2. ALL AREAS DISTURBED BY CONSTRUCTION WHICH ARE OUTSIDE THE CONSTRUCTION LIMITS SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS
3. THE SITE CONTRACTOR SHALL COORDINATE THEIR WORK WITH ALL ADJACENT CONSTRUCTION BY OTHERS

SITE IMPROVEMENT KEY

1. LOCKED SITE BOLLARD. REFER TO SHEET C-101 FOR MORE INFORMATION. (TYP. OF 6) — 1/C-101
2. LANDSCAPE AREA. REFER TO LANDSCAPE SHEETS FOR REQUIREMENTS
3. TRAILHEAD ENTRY SIGN — 1/C-501
4. 4" WIDE BLUE PAVEMENT MARKING. PLACE AT 3' O.C. FOR BARRIER-FREE AISLE WITH. INSTALL BARRIER FREE SYMBOL PAVEMENT MARKING AT EACH SPACE AND 12"x18" BARRIER FREE SIGN MOUNTED ON 82" LONG STEEL POST. INSTALL VAN ACCESSIBLE SIGN BEHIND SIDEWALK AT SPACE TO LEFT OF 8' AISLE
5. 4" WIDE YELLOW PAVEMENT MARKING. REFER TO DWG SECTION 5/9/02.
6. PAVILION/RESTROOM BUILDING. REFER TO ARCHITECTURAL DRAWINGS.
7. GAS FIRE PIT WITH 50A" WALL SURROUNDS — 1/C-501
8. SITE SIGNS. FIELD ROCK RIVERVIEW SERIES, MODEL SIG-6, 8' LENGTH, BLACK POWDER COAT FINISH, SURFACE MOUNT. TYPICAL OF (2). INSTALL PER MANUFACTURERS RECOMMENDATIONS.
9. BIKE RACKS. DERO "LOOP RACK" OR APPROVED EQUAL. SURFACE MOUNTED, SPACED 2' ON CENTER. POWDERCOAT BLACK FINISH. TYPICAL OF (8). INSTALL PER MANUFACTURERS RECOMMENDATIONS
10. BIKE REPAIR STATION. DERO "FIXIT" OR APPROVED EQUAL. SURFACE MOUNTED POWDERCOAT BLACK FINISH. INSTALL PER MANUFACTURERS RECOMMENDATIONS
11. INTERPRETIVE SIGNAGE — 1/C-501
12. ANCHOR — 1/C-501
13. CRUSHED LIMESTONE PATHWAY — 1/C-501
14. BUILDING MAINTENANCE STRIP — 1/C-101
15. CONTRACTOR TO PLACE FIBER BETWEEN RAILS AND 6" MIN. EACH SIDE BEYOND RAILS. FIBER DEPTH TO BE 6 INCHES AND TO BE PLACED IN 2 INCH LIFTS. PROVIDE CONCRETE RAMPS WITH DETECTABLE WARNING PLATES ON BOTH SIDES OF FIBER
16. TYPE M DRIVEWAY OPENING — 1/C-501

Point Table			
Point #	Northing	Easting	New Description
1	625895.0805	1960448.9799	EOP
2	625831.1578	1960509.6317	EOP
3	625910.2073	1960523.3917	EOP
4	624086.6438	1960410.2196	EOP
5	624095.0429	1960433.6629	EOP
6	624110.0000	1960454.3643	EOP
7	624120.5755	1960461.8432	EOP
8	624398.8626	1960542.6212	EOP
9	624410.7318	1960542.6187	EOP
10	624488.8537	1960421.4306	EOP
11	624464.3409	1960411.2424	EOP
12	624454.3745	1960402.2426	EOP
13	624444.2998	1960408.4976	EOP
14	624438.6552	1960412.9205	EOP
15	624418.7660	1960438.9490	EOP
16	624410.2375	1960400.9630	EOP
17	624331.1636	1960450.8262	EOP
18	624118.6942	1960411.3124	EOP
20	624005.3455	1960432.6135	EOP
21	624084.2284	1960428.7722	EOP

Point Table			
Point #	Northing	Easting	New Description
22	624012.1093	1960448.2448	BC
23	623979.4401	1960418.1391	BC
24	623933.8387	1960446.8938	EC
25	623967.8865	1960406.2005	EC
26	623943.7581	1960407.3060	EC
27	623923.9105	1960404.2005	EC

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OTSEGO COUNTY FACILITIES ADMINISTRATION

OTSEGO COUNTY
GAYLORD GATEWAY TRAILHEAD

SITE IMPROVEMENTS AND GEOMETRICS

C-102

ATTACHMENT C

Michigan Department of Natural Resources

www.michigan.gov/dnr

MICHIGAN MOTORIZED TRAIL MAINTENANCE AND SIGNING HANDBOOK

Guidelines for Signing and Maintenance of Snowmobile Trails and Off-Road Vehicle (ORV) Trails

Trails System and Services Section
Parks and Recreation Division

IC3602 (Rev. 05/16/2018)

Michigan Department of Natural Resources Mission Statement

"The Michigan Department of Natural Resources is committed to the conservation, protection, management, use and enjoyment of the State's natural and cultural resources for current and future generations."

Natural Resources Commission Statement

The Natural Resources Commission (NRC), has the exclusive authority to regulate the taking of game and sportfish, and is authorized to designate game species and authorize the establishment of the first open season for animals. The NRC holds monthly, public meetings throughout Michigan, working closely with its constituencies in establishing and improving natural resources management policy.

The Michigan Department of Natural Resources provides equal opportunities for employment and access to Michigan's natural resources. Both State and Federal laws prohibit discrimination on the basis of race, color, national origin, religion, disability, age, sex, height, weight or marital status under the U.S. Civil Rights Acts of 1964 as amended, 1976 MI PA 453, 1976 MI PA 220, Title V of the Rehabilitation Act of 1973 as amended, and the 1990 Americans with Disabilities Act, as amended.

If you believe that you have been discriminated against in any program, activity, or facility, or if you desire additional information, please write: Human Resources, Michigan Department of Natural Resources, PO Box 30028, Lansing MI 48909-7528, *or* Michigan Department of Civil Rights, Cadillac Place, 3054 West Grand Blvd, Suite 3-600, Detroit, MI 48202, *or* Division of Federal Assistance, U.S. Fish and Wildlife Service, 4401 North Fairfax Drive, Mail Stop MBSP-4020, Arlington, VA 22203.

For information or assistance on this publication, contact the Parks and Recreation Division, Michigan Department of Natural Resources, PO Box 30257, Lansing, MI 48909-7757.

This publication is available in alternative formats upon request.

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INTRODUCTION

The Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, mandates the Michigan Department of Natural Resources (DNR) to develop and provide facilities for outdoor recreation. Including snowmobile and off-road vehicle (ORV) trails. The DNR is responsible for assuring the motorized trail system is appropriately signed.

The purpose of posting trail signs is to control and regulate the flow of traffic, inform users of trail characteristics, and provide information necessary for a safe and enjoyable experience.

This handbook is intended to assist trail sponsors, DNR, United States Department of Agriculture, and Forest Service employees with trail signing responsibilities in developing trail facilities. Proper trail signing is for the benefit and convenience of the public.

GENERAL GUIDELINES

- All trail signs shall conform to the guidelines and principles of the Manual on Uniform Traffic Control Devices (MUTCD) https://mutcd.fhwa.dot.gov/ and the Sign and Poster Guidelines for the Forest Service https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprd3810021.pdf
- Before you dig contact MISS DIG 811- IT IS THE LAW! http://www.missdig.org/
- All trail signs shall be reflective.
- Signs that are located on an improved shared use trail may use metal signs with reflective lettering. Signs will be available at regional offices as needed.
- All trail signs shall be placed on wooden posts no larger than 4 x 4 inches, flexible composite type posts or "yielding" type metal posts as defined in the MUTCD. Posts shall be appropriate for sign holding purposes. Signs that are being replaced on an improved shared use non-motorized/snowmobile trail shall use the same type of post that previously existed.
- All regulatory and warning signs shall have a minimum size of 18 inches.
- All signs shall be placed on the right side of the trail. Exception to this guideline will be discussed in the handbook.
- The minimum sign height is 5 feet from the ground measured to the bottom of the sign (exception ORV reassurance markers).
- Signs and posts should be placed no more than 3 to 5 feet from the **right side** of the trail or groomed surface.
- All signs placed on state funded trails shall be approved by the DNR.
- Signs provided by the DNR are to be used only on designated state funded trails and facilities.
- Signs not needed for the safe use of a trail during the non-snowmobiling season may be taken down at the end of each season. Signs may be left up at the discretion of the land owner. If a sign is removed the post shall also be removed.
- Avoid overuse of all signs.
- **NO** other signs are to be placed on the STOP sign. The only exceptions are for confidence markers approved by the DNR on the BACK of the post visible to oncoming traffic. Road identification signs may be placed on the front of the post below the stop sign.
- **NO** signs shall be placed in between the STOP AHEAD and STOP signs. The only exception would be the LARGE DIRECTIONAL ARROW sign between the STOP and STOP AHEAD Signs as needed, see illustration pages 20 and 31.

- If two signs are placed on one post, the sign with the message of highest importance shall be placed on top.
- Brush shall be removed from around all signs to ensure clear visibility in all seasons and from all reasonable angles.
- No signs shall be placed on utility poles. Object markers may be placed if within one foot of the groomed trail and with permission of the utility company.
- No signs shall be posted on trees on state trails.

MEANING OF STANDARD, GUIDANCE, OPTION, AND SUPPORT

In this handbook sections dealing with design and application of traffic control devices the words "Standard," "Guidance, "Option," and "Support" are used to describe specific conditions concerning the use of signs. To clarify the meanings intended in this handbook the following definitions are given and are based on the MUTCD.

Excerpt:

1. Standard - a statement of required, mandatory or specifically prohibitive practice regarding a traffic control device. All standards are labeled, and the text appears in bold type. The verb "shall" is typically used. Standards are sometimes modified by Options.
2. Guidance - a statement of recommended but not mandatory practice in typical situations. All Guidance statements are labeled, and the text appears in un-bold type. The verb "should" is typically used. Guidance statements are sometimes modified by Options.
3. Option - a statement of practice that is a permissive condition and carries no requirement or recommendation. Options may contain allowable modifications to a Standard or Guidance. All Option statements are labeled, and the text appears in un-bold type. The verb "may" is typically used.
4. Support - an informational statement that does not convey any degree of mandate, recommendation, authorization, prohibition or enforceable condition. Support statements are labeled, and the text appears in un-bold type. The verbs "shall," "should," and "may" are not used in Support statements.

Standard:
This handbook describes the application of traffic control devices but shall not be a legal requirement of their installation.

TRAIL CLEARANCE STANDARDS

- **Trails/routes shall be cleared of brush, branches, and obstructions within dimensions according to the diagrams under illustrations at the back of this manual.**
- **ORV trails include three categories: *Motorcycle Trails* are to be cleared to 24 inches width at ground level and 40 inches at handlebar level up to 8 feet. *ATV Trails* are to be cleared to 50 inches width up to 8 feet. *ORV Routes* are to be cleared to 72 inches width up to 8 feet.**
- **Snowmobile trails are to be cleared to a minimum groomed surface width of 8 feet, with a width of 12 feet to 16 feet desirable and a minimum height of 12 feet above the expected groomed trail snow depth.**
- **Each program (ORV and Snowmobile Trail Grant Sponsors) is responsible for meeting the highest common denominator for Trail Clearance Standards.**
- **Clear trails of all trees, brush, stumps, and rocks within one foot of either side of the groomed surface. The trail sponsor is responsible for removing all obstructions located within the above clearance specifications. No brush or debris shall protrude into the trail so that they may cause injury. Trees, logs, foliage, branches, brush and other debris shall be pruned back flush to the main branch, trunk, or cut flush with ground level. Fallen trees and logs shall be removed to maintain specified trail width. Ground logs shall be cut "bucked" at 30 degrees, or as otherwise directed by the jurisdictional agency. All debris resulting from the clearing activity shall be removed from the trail and disposed of in a manner that will not cause harm. The trail sponsor shall brush all trail intersections to maintain clear view of all traffic control devices.**

Guidance:

- Cut branches flush with the trunk or main branch as not to leave projecting pickets.

Support:

- Personal Protective Equipment (PPE) is recommended when operating equipment.
- Cutting during dormant season and disinfecting tools for reducing the spread of invasive species is recommended.

AUTHORIZED TRAIL SIGNS

TRAIL REASSURANCE MARKERS

Support:
Trail reassurance markers are essential to identify designated state motorized trail facilities.

Guidance:

- No signs shall be posted on trees on state trails.
- When ORV trails, routes, and Snowmobile trails are combined, confidence markers for each will be posted at regular spacing intervals and appropriately on directional arrows. Snowmobile will be above ORV on multi-use trails.
- Trail reassurance markers and travel management signs should be used to designate all state funded motorized trail facilities. All trail reassurance markers and travel management signs should be installed on wooden posts not larger than 4 x 4 inches or on approved flexible type composite posts.

- Combination Snowmobile and ORV routes shall utilize plastic backed reassurance markers placed under snowmobile reassurance marker and stand-alone ORV trail and routes shall utilize decals on composite posts as provided by the DNR.
- All trailheads should have travel management signs clearly displayed and follow the responsible agencies manual direction on proper wording, icons, abbreviations, and layout/design.

SNOWMOBILE TRAIL REASSURANCE MARKER

Standard:

Snowmobile trail reassurance markers are 9 x 7 inches, reflectorized orange diamonds. A diamond marker is used to reassure the snowmobiler that they are on a designated snowmobile trail or community snowmobile route.

Guidance:
Snowmobile trail reassurance markers should be placed at intervals of 1/4 to 1/2 mile along the trail, except on multi-use linear trails where they can be placed at ½ mile intervals. On improved multi-use non-motorized trails, it is suggested that the markers be co-located on the existing mile marker posts (under the mile number)

Option:
Snowmobile trail reassurance markers may be placed at closer intervals on both sides of the trail when entering, leaving or crossing open areas or farm fields to identify a clear line-of-sight trail corridor.

SNOWMOBILE TRAIL NUMBER MARKER

Snowmobile trail number markers are 9 x 7 inches, reflectorized orange diamonds with black trail numbers. This marker is used to inform the snowmobiler of the specific trail they are on.

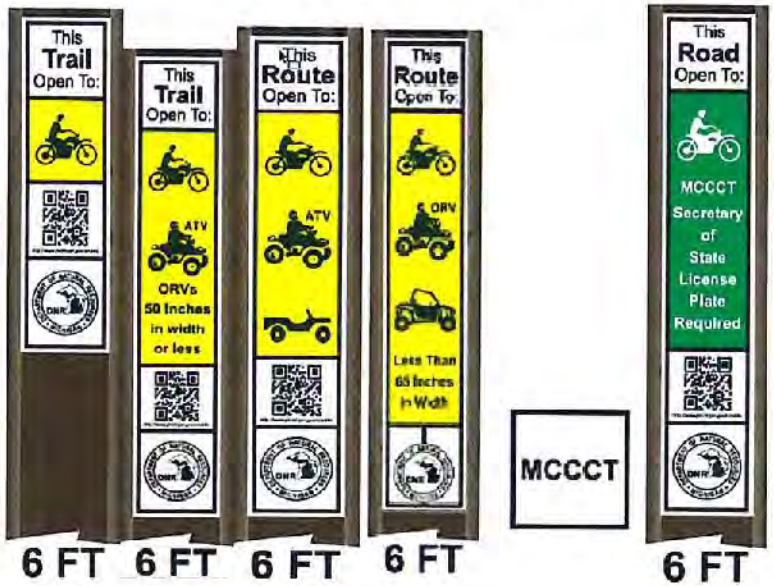
Guidance:
Snowmobile trail number markers should be spaced at approximate two-mile intervals along the trail. The snowmobile trail number markers should correspond to maps showing the same trail numbers. This marker should also be used at all trail junctions and intersections, and should be posted within a clear sight distance from the junction or intersection.

SNOWMOBILE COMMUNITY ROUTE MARKER

Snowmobile community route markers are 5 x 7 inches, reflectorized green diamonds with white borders. This marker is used to inform the snowmobiler of local snowmobile routes within a community.

Guidance:
Snowmobile community route markers should only be used within the limits of cities, towns, and villages to designate locally approved community snowmobile routes.

OFF-ROAD VEHICLE (ORV) TRAIL AND ROUTE REASSURANCE MARKERS



Standard:

1. **ORV trail and route reassurance marker icons shall be 3 x 3 inches, displayed vertically at various lengths, reflective black on yellow using federal recreational symbols.**
2. **To show the travel modes allowed, the words "Open To" shall be placed above the appropriate recreational symbol or combination of symbols.**
3. **ORV trail and route reassurance markers shall be placed on the same sign post as snowmobile trail reassurance markers on state trails designated for both motorized trail uses. The snowmobile trail reassurance marker shall be placed above the ORV trail or route reassurance marker for shared trails.**

Guidance:
ORV trail reassurance markers should be placed at intervals of 1/4 mile along the trail or route. They should also be placed immediately beyond points of intersection with roads or other trails, within a clear sight distance from the intersection or point where the ORV operator is expected to stop.

Options:
1. In dense woods ORV trails may require more frequent line-of-sight reassurance marking interval.

(SPECIFICATIONS: From left to right in above illustration)

Motorcycle Trail Reassurance Marker

This sign shall be posted on designated state trails open to motorcycle travel where secretary of state license is not required.

- Mark trails at 1/4-mile intervals or 0.1-mile intervals in dense cover areas or as recommended by DNR.

Motorcycle / All-Terrain Vehicle (ATV) Trail Reassurance Marker

This sign shall be posted on designated state trails open to both motorcycle and ATV travel.

- Mark trails at 1/4-mile intervals or 0.1-mile intervals in dense cover areas or as recommended by DNR.

ORV Route Reassurance Marker

This sign shall be posted on designated state forest roads or other road open to ORVs of all sizes including but not limited to trucks, side-by-side utility vehicles (UTV), motorcycles, and ATVs.

- Mark routes at 1/4-mile intervals, however; on railroad grades, reassurance markers may be placed at ½ mile intervals.

Michigan Cross Country Cycle Trail (MCCCT) ORV Route Reassurance Marker

This sign shall be used in conjunction of other posted ORV reassurance markers on a state designated motorcycle/ATV route. Place stickers where needed over the QR code or under DNR or USFS logo on composite post to assure long distance riders that they are on the MCCCT.

MCCCT Road Reassurance Marker

This sign shall be posted on state designated county roads or other roads where a Secretary of State license is required.

- On designated ORV routes located on roads, reassurance markers may be placed at intervals of 1/2 mile along the Cycle Touring route.

Regulatory Signs

Standard:

Regulatory signs shall be used to inform trail users of selected traffic laws or regulations and indicate the applicability of the legal requirements.

Regulatory signs shall be installed at or near where the regulations apply. The signs shall clearly indicate the requirements imposed by the regulations and shall be designed and installed to provide adequate visibility and legibility to obtain compliance.

STOP SIGN

Stop signs are intended for use where trail traffic is required to stop.

Standard:
Stop signs shall be placed at all trail intersections with improved state roads, county roads, plowed roads or other locations that warrant stopping. Stop signs shall be placed only on the right side of the trail.

Guidance:

- **NO** other signs are to be placed on the STOP sign. The only exceptions are for confidence markers approved by the DNR on the BACK of the post visible to oncoming traffic. Road identification signs may be placed on the front of the post below the stop sign.
- Stop signs should be placed as close as possible to the intended stopping point.

Option:

1. Larger stop signs may be used.
2. Stop signs may be placed on both the right and left side of the trail, by exception for added emphasis. Exception to be approved by DNR.
3. Stop ahead signs may be used temporarily in an emergency situation where needed to inform riders of an upcoming temporary obstacle, i.e., washout, accident on trial, or large trail obstruction has occurred.
4. Diligent monitoring will be required, and signs removed when emergency situation is corrected.

YIELD SIGN

Yield signs should be used where trail traffic is required to yield to cross traffic.

Standard:
Yield signs shall be a used where trail traffic should be cautioned to slow down and be prepared to stop.

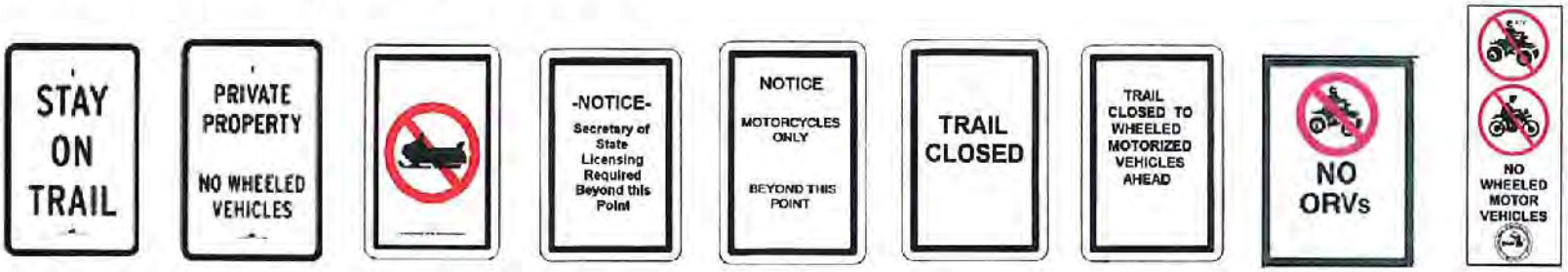
Guidance:
If used, yield signs should be used where cross traffic is present and a stop sign is not warranted

Option:

1. Larger yield signs may be used.
2. Yield signs may be used on ORV trails where they cross forest roads that have minimal use with approval of the DNR.
3. Yield signs may be used on heavily used driveways with approval of the DNR. In instances where there are multiple driveways within a relatively short distance, the Private Drives Ahead sign should be used in conjunction with a Yield sign.

Support:
The YIELD sign assigns right-of-way to traffic on certain approaches to an intersection. Vehicles controlled by a YIELD sign need to slow down or stop when necessary to avoid interfering with conflicting traffic.

REGULATORY/SELECTIVE EXCLUSION SIGNS



Regulatory and selective exclusion signs convey to the trail user specific restrictions on the trail, road or support facilities such as trailheads. Selective exclusion signs are typically 12 x 18 inches, reflective white signs with black lettering or symbols, or recreation symbol with red slash. Exception: 6 x 18-inch ORV selective exclusion signs may be used.

Support:
The figures above illustrate some examples of the use of the word text and prohibitive slashes.

Standard:
Regulatory and Selective Exclusion signs shall be used along or adjacent to the trail or road where there is a need to restrict use. Where it is necessary to indicate a restriction, word text or a red diagonal slash shall be used to indicate that an activity is prohibited.

STAY ON TRAIL SIGN
If used, Stay on Trail signs should be posted on designated state trails where there is demonstrated evidence of off-trail operation by motorized vehicles.

PRIVATE PROPERTY NO WHEELED VEHICLES SIGN
If needed, this sign should be posted on designated state snowmobile trails located on private property where public ORV operation is prohibited.

SNOWMOBILE PROHIBITION SIGN
If needed, this sign should be posted in locations where snowmobile operation is prohibited.

SECRETARY OF STATE LICENSING NOTICE SIGN
This sign shall be posted to emphasize when a street license from the Secretary of State is required. This sign shall be posted just prior to the point where the Michigan Cross County Cycle Trail (MCCCT) enters a public road upon which vehicular use requires such licensing.

Motorcycle Only Notice Sign

This sign may be posted to emphasize state trails designated and maintained for motorcycle use only.

Guidance:
If used, this sign should be posted at trailheads and road intersections as directed by the DNR.

Trail Closed Sign

This sign shall be posted on designated state trails that are temporally closed to public use.

Guidance:
If used, these signs will be furnished by the DNR.

Trail Closed to Wheeled Motorized Vehicles Ahead

This sign should be placed on state or federal land prior to the point where a designated state snowmobile trail enters private property where wheeled motorized vehicle use is prohibited.

Guidance:
If used, it is preferable to install this sign at an intersection where the trail user can turn or turn around prior to entering the private property where wheeled motorized use is prohibited.

No ORVs Sign

If needed, these signs should be posted in locations where ORV operation is prohibited. Examples of where this sign may be used include ORV damage restoration sites or nonmotorized trails where illegal ORV use is a continuous problem.

No Wheeled Motor Vehicles

On all snowmobile/non-motorized trail corridors which prohibit wheeled motorized use, this sign shall be placed on the back side of every stop sign.

Guidance:
If used, these signs shall be approved and furnished by the DNR.

Warning Signs

Support:
Warning signs call attention to unexpected conditions on or adjacent to a trail, and to situations that might not be readily apparent to trail users. Warning signs alert trail users to conditions that might call for a reduction of speed or an action in the interest of safety.

Guidance:
The use of warning signs should be kept to a minimum as the unnecessary use of warning signs tends to breed disrespect for all signs. In situations where the condition or activity is seasonal or temporary, the warning sign should be removed or covered when the condition or activity does not exist.

When used, warning signs should be placed to provide the trail user sufficient time to react to a hazard or unexpected condition.

STOP AHEAD SIGN

Standard:

1. **Stop Ahead signs shall be installed approximately 350 feet in advance of all Stop signs on all snowmobile trails and combined use ORV routes**
2. **Stop Ahead signs shall be placed on an approach to a Stop sign <u>that is not visible for a sufficient distance</u> to permit the trail user to respond to the stop sign on designated state ORV trails.**
3. **A STOP sign shall follow ALL Stop Ahead signs, but all STOP signs <u>may not</u> require a Stop Ahead**

Support:
Permanent obstructions causing limited visibility might include trail alignment or structures. Intermittent obstructions might include foliage and vegetation.

Guidance: For permanent obstructions, consult with DNR.

Option:

1. On ORV trails and routes, Stop Ahead signs may be used only in special cases for additional emphasis before a Stop sign, even when the visibility distance to the stop sign is satisfactory.
2. Stop Ahead sign may be used above the Trail-Railroad Grade Crossing Advance Warning signs when STOP is being used at the crossing.
3. Stop Ahead may be used above Sharp Turn, CHAS and intersection signs as long as the lower sign remains at 5'
4. Stop Ahead signs may be used temporarily in an emergency situation where needed to inform riders of an upcoming <u>temporary</u> obstacle, i.e., washout, accident on trail, or large trail obstruction has occurred.
5. Diligent monitoring will be required, and signs removed when emergency situation is corrected.

OBJECT MARKER

Object markers may be used to mark obstructions within or adjacent to the trail. Object markers are 6 x 24 inches, reflectorized yellow signs with black diagonal markings.

Support:
Object markers with stripes that begin at the upper right side and slope downward to the lower left side are designated as right object markers.
Object markers with stripes that begin at the upper left side and slope downward to the lower right side are designated as left object markers.

Standard:

1. **Object markers shall be used to mark the four (4) corners of a bridge located on designated trails. The inside edge of the marker shall be in line with the inner edge of the object, and the black diagonals shall always slope down and inward towards the trail.**
2. **When a potential hazard is located on one side of the trail, an object marker shall be placed on each side of the hazard with the black diagonals sloping down and inward towards the trail.**

Option:
Object markers may also be used to mark the ends of culverts, culvert headwalls, utility poles and guide wires or other obstructions within one foot of the trail.

SHARP TURN ARROW SIGN (LEFT AND RIGHT)

Sharp Turn Arrow (Left and Right) signs shall be used on snowmobile trails and combined use ORV routes to give notice of changes in horizontal trail alignment of 90 degrees or greater. These signs are not used to sign curves that may reach 90 degrees or greater over a longer distances. The key in determining whether a curve or turn is that a turn is an immediate change of direction.

Standard:

1. **The Sharp Turn Arrow (Left and Right) sign shall be installed approximately 350 feet in advance of all 90 degree or greater turns on snowmobile trails.**
2. **The Sharp Turn Arrow (Left and Right) sign shall be used in conjunction with the One-Direction (Left and Right) sign.**
3. **The Sharp Turn Arrow (Left and Right) shall not be used on corners or sweeping curves of less than 90 degrees.**

Guidance:
If used, Sharp Turn Arrow sign should be placed approximately 350 feet in advance of the turn and be visible for a sufficient distance to provide the snowmobile trail user with adequate time to react to the change in alignment. Snowmobile trail reassurance markers should also be placed within line of sight upon completion of the turn.
*see illustration page 22

COMBINATION HORIZONTAL ALIGNMENT/INTERSECTION SIGN (LEFT AND RIGHT)

Combination Horizontal Alignment/Intersection (Left and Right) signs may be used on snowmobile trails and combined use ORV routes to give notice of changes in horizontal trail alignment less than 90 degrees where an intersection occurs within or immediately adjacent to a turn. Examples include where a snowmobile trail exits a public roadway, power line right-of-way or other travel corridor open to vehicular traffic.

Standard:

1. **The Combination Horizontal Alignment/Intersection (Left and Right) sign shall be installed approximately 350 feet in advance of all turns where an intersection occurs within or immediately adjacent to a turn on snowmobile trails.**
2. **The Combination Horizontal Alignment/Intersection (Left and Right) sign shall be used in conjunction with the One-Direction (Left and Right) sign.**

Guidance:
If used, the Combination Horizontal Alignment/Intersection (Left and Right) sign should be placed where an intersection occurs within or immediately adjacent to a turn. It should be visible for a sufficient distance to provide the snowmobile trail user with adequate time to react to the change in alignment. Snowmobile trail reassurance markers should be placed within line of sight upon completion of the turn.

ONE-DIRECTION LARGE ARROW SIGN (LEFT AND RIGHT)

One-Direction Large Arrow signs (Left and Right) shall be used on snowmobile trails and combined use ORV routes to give notice of changes in horizontal trail alignment of 90 degrees or greater. One-Direction Large Arrow signs are 10 x 20 inches, yellow reflective sign with black arrow and border.

Standard:

1. **The One-Direction Large Arrow sign may be a horizontal rectangle with an arrow pointing to the left or right.**
2. **The One-Direction Large Arrow sign shall be installed on the outside of a turn in line with and at approximately a right angle to approaching traffic.**
3. **The One-Direction Large Arrow sign may be used in conjunction with the Turn Arrow (Left and Right) sign.**

Guidance:
If used, the One-Direction Large Arrow sign should be visible for a sufficient distance to provide the snowmobile trail and/or ORV user with adequate time to react to the change in alignment. The One Direction Large Arrow sign should be used in conjunction with Turn Arrow sign. Snowmobile trail and/or ORV reassurance markers should also be placed within line of sight upon completion of the turn. If used, the One-Direction Large Arrow sign should be rotated so that the arrow points in the appropriate direction, but NOT be posted upward or downward.

OFF-ROAD VEHICLE (ORV) DIRECTIONAL GUIDE ARROW SIGN

This is an 8 x 8-inch reflectorized white sign with black arrow and border. This sign may be used to direct ORV riders at trail junctions, intersections, 90 degree turns, and trailheads. This sign may be labeled "ORV TRAIL," "ORV ROUTE," "CYCLE TRAIL," or "MCCCT" according to which facility they apply. This label will be a 1 x 6-inch adhesive decal attached at the time of posting. Use of hand written legends is not acceptable.

Standard:

1. **The OFF-ROAD Vehicle (ORV) Directional Guide Arrow Sign shall be used on ORV 50" trails, motorcycle trails and some individual ORV routes.**

Guidance:

1. This sign may be used to direct ORV riders at trail junctions, intersections, turns, and trailheads.
2. If used, ORV Directional Guide Arrow signs should be rotated so that the arrow points in the appropriate direction, generally NOT be posted upward or downward. ORV Directional Guide Arrow signs may **only** be used in the upward position when used with the 1X6 label at intersections. When trails, routes and/or MCCCT are combined, directional arrows should be posted in the following hierarchy: Trail above Route, and Route above MCCCT.

SINGLE SIDE INTERSECTION SIGN (RIGHT OR LEFT)

This intersection sign should be used whenever there are designated snowmobile trails and combined use ORV route junctions from either the right or the left.

Standard:
Single Side Intersection signs shall be placed approximately 350 feet in advance of all single side intersections on all designated snowmobile and combined use ORV routes.

Guidance;
A Snowmobile Trail Number Sign reassurance marker should be placed at all trail junctions and intersections and should be posted within a clear sight distance from the junction or intersection. The Single Side Intersection sign should not be used when the designated snowmobile trail makes a T intersection with another trail or road, since a Stop and Stop Ahead sign would be used in this instance.

Option:
Congested area signs may be used at side trail intersections where traffic congestion warrants.
Snowmobile trail number markers may be placed on this sign to specify trail number direction.

CONGESTED AREA SIGN

Congested area signs may be used on snowmobile trails and combined use ORV routes in areas that require special precautions on the part of trail users.

Guidance:
If used, congested area signs may be used in cities, villages, towns or other locations where the occurrence of vehicular traffic, and/or pedestrians warrant slowing motorized vehicles to slow down. Congested area signs may also be used at staging areas, trailheads or other congregation points where traffic congestion warrants.

TRAIL-RAILROAD GRADE CROSSING ADVANCE WARNING SIGN

Trail-Railroad Grade Crossing Advance Warning signs is used on snowmobile trails and combined use ORV routes to give notice to all active railroad crossings.

Standard:
Except as noted in the option, the Trail-Railroad Grade Crossing Advance Warning sign shall be placed approximately 350 feet in advance of every active trail-railroad grade crossing. If the active trail-railroad grade crossing does not have any other warning device a Stop sign shall be placed at the crossing.

Option:

1. If the active trail-railroad grade crossing has standard "highway" warning lights and barricades or other traffic control device, the Trail-Railroad Grade Advance Warning sign may not be necessary.
2. STOP AHEAD sign may be used in conjunction with this sign underneath when STOP is being used at the crossing.

LOGGING AHEAD SIGN

Logging ahead signs may be used on trails to give notice to trail users of active logging operations along or adjacent to the trail.

Guidance:
Logging ahead signs should be used whenever an active logging operation is being conducted along, adjacent to or which crosses a trail. The sign should be placed at a reasonable distance in advance of the logging operation to allow trail user to react to conditions.

MIXED TRAFFIC SIGN

Mixed Traffic signs may be used where a state designated ORV trail or route share a road open to conventional highway traffic (i.e. where concurrent coincident use occurs simultaneously and is managed for mixed traffic). Mixed Traffic signs are 24 x 24 inches with a yellow reflective background and black recreational symbol, lettering, and border.

Standard:
Mixed Traffic signs shall be placed at the beginning of a road designated open to multiple modes of motorized travel.

PRIVATE DRIVE SIGN, PRIVATE DRIVES AHEAD SIGN, AND SUPPLEMENTAL PLAQUE

Private Drive and Private Drives Ahead signs may be used to warn trail users where driveways cross snowmobile trails and combined use ORV routes.

Guidance:
If used, Private Drive and Private Drives Ahead signs should be placed at a reasonable distance (suggested 350 feet) in advance of a driveway crossing to allow trail users to react to conditions. A Yield sign may be used at the individual crossing. However, in instances where there are multiple driveways within a relatively short distance, the Private Drives Ahead sign should be used in place of multiple Private Drive or Yield signs.

Option:
A supplemental plaque with legend NEXT XX MILES may be installed below a Private Drives Ahead sign.

WET AREA SIGN

This sign may be used in areas where low swampy areas adjacent to the trail do not freeze up. It should also be used in areas where early and late winter weather would cause wet holes or low spots on or adjacent to the trail.

NOTICE GROOMED SNOWMOBILE TRAIL

This sign may be used at trailhead, trail entrance locations, trail junctions and intersections as a courtesy reminder to non-snowmobile traffic who may be entering the trail unaware that it is a designated seasonal snowmobile trail.

GUIDE/INFORMATION SIGNS

SNOWMOBILE AND COMBINED USE (ORV) TRAILS AND ROUTES

INFORMATION ARROW/GUIDE SIGN

This is a 10 x 20-inch reflectorized orange sign with black arrowhead. This sign may be used for directing users to cities, towns, villages, and other points of interest. The name of the city, town, village or point of interest and mileage shall be stenciled, adhesive labeled, or painted on the sign. Use of hand written legends is not acceptable. Individual business names shall not be identified on this sign.

Guidance:
If used, Information Arrow/Guide signs should be placed along the trail to inform trail users of destinations such as cities, towns, and villages. When applicable, Information Arrow/Guide signs should be used in conjunction with Service Information signs. Service information signs are not necessary if wayfinding signs are in a place on multiuse (motorized/non-motorized) linear trails.

SERVICE INFORMATION SIGNS

Guidance:
Standard recreation symbols may be used to show gas, food, and lodging locations. These signs shall be reflectorized blue with white lettering and border and shall be 12 x 12 inches. Since these signs are for the information and convenience of the trail user, they should be used in conjunction with the Information Arrow/Guide sign and/or ORV Directional Guide Arrow sign. Service information signs are not necessary if wayfinding signs are in a place on multiuse (motorized/non-motorized) linear trails.

ROAD IDENTIFICATION SIGN (NOT A REQUIRED PROGRAM SIGN.)

Road Identification Signs may be used to identify roads at trail crossing points. This sign should be no larger than necessary for the road name or number but should not exceed 6 x 18 inches. The road name/number may be routed into wood or stenciled on sign approved sign backing. Use of hand written legends is not acceptable. Due to variation in road names around the state, the DNR will not furnish these signs. Material for constructing these signs will be considered under special maintenance grant requests and funded on a case by case basis if funds are available. If needed the road name signs shall be replaced using the same existing sign format on the trail system.

Guidance:
If used, these signs should be used to identify primary roads with regional significance. The sign may be placed on the same post of a Stop sign, as long as it is posted either below the Stop sign or on the back side of the Stop sign. Road Identification signs may be placed on a separate post.

SNOWMOBILE/ORV TRAIL SPONSOR RECOGNITION SIGN (NOT A REQUIRED PROGRAM SIGN.)

Trail Sponsor Recognition signs may be used on trails to acknowledge the trail sponsor responsible for maintaining the trail. These signs shall be reflectorized green with white lettering and border and shall be 12 x 18 inches.

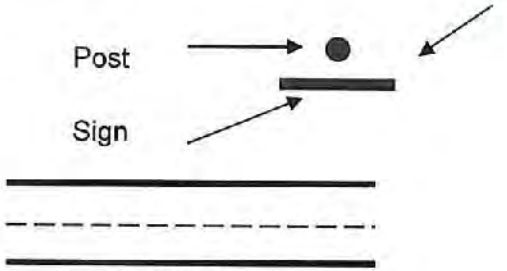
Guidance:
If used, Trail Sponsor Recognition signs may be placed at trailheads, staging areas, and at locations along the trail where there is a change in trail maintainer responsibility.

ILLUSTRATIONS

LEGEND

Type of sign and orientation

Example:



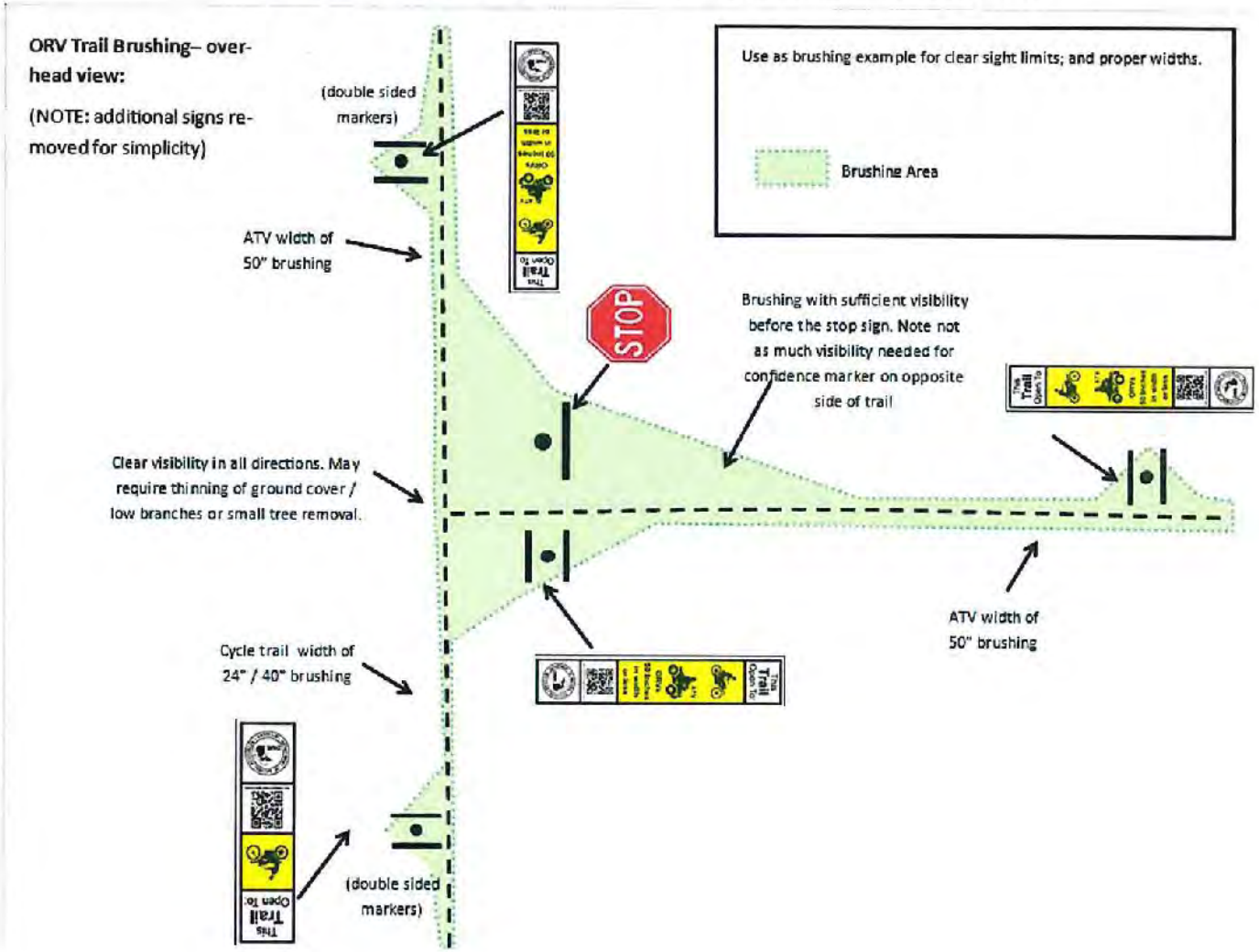
Plowed Road

Snowmobile Trail or ORV Trail / Route.

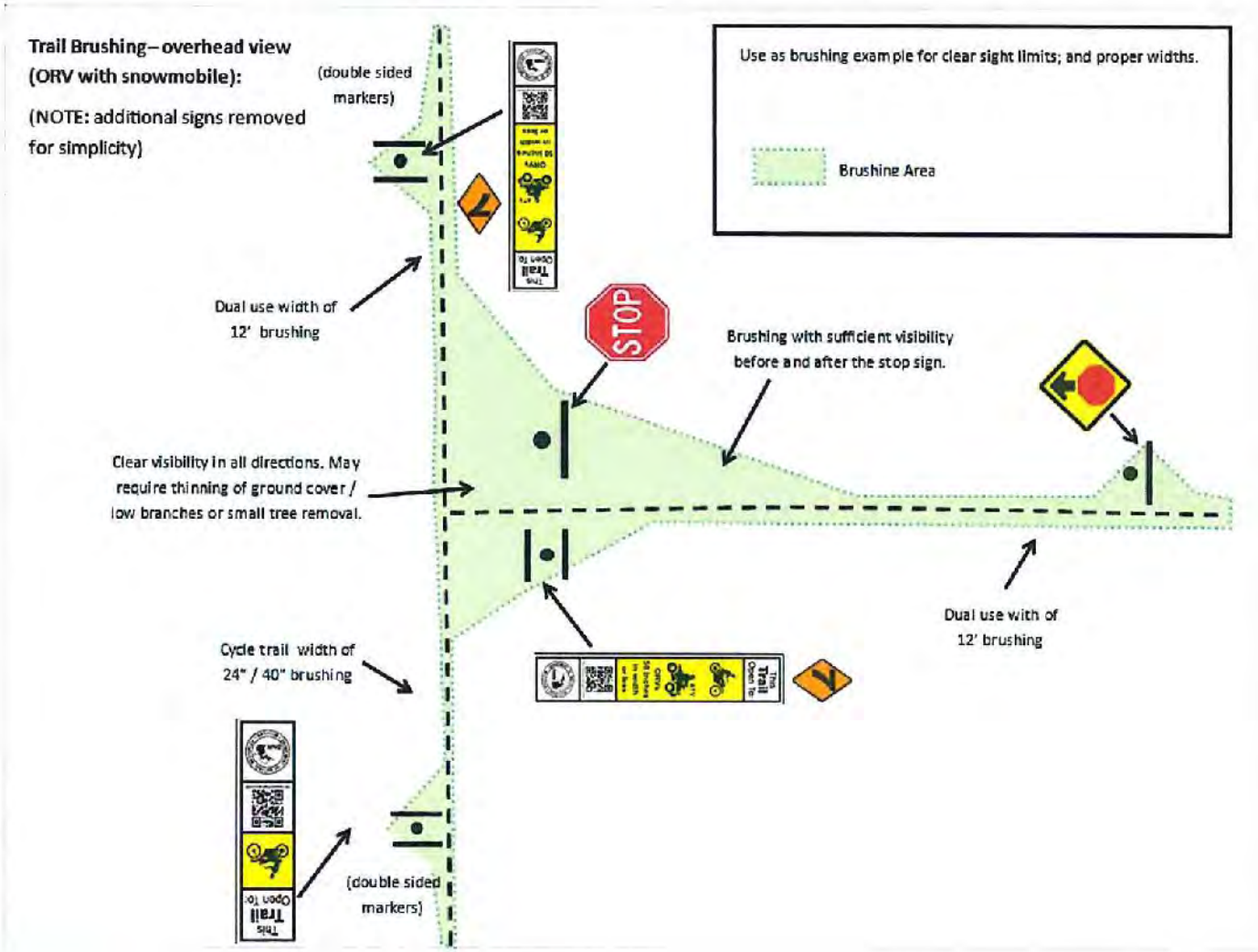
Road or Power Line

Note: Drawings are not to scale.

ORV Trail Brushing Cycle Trail Width and ATV Width

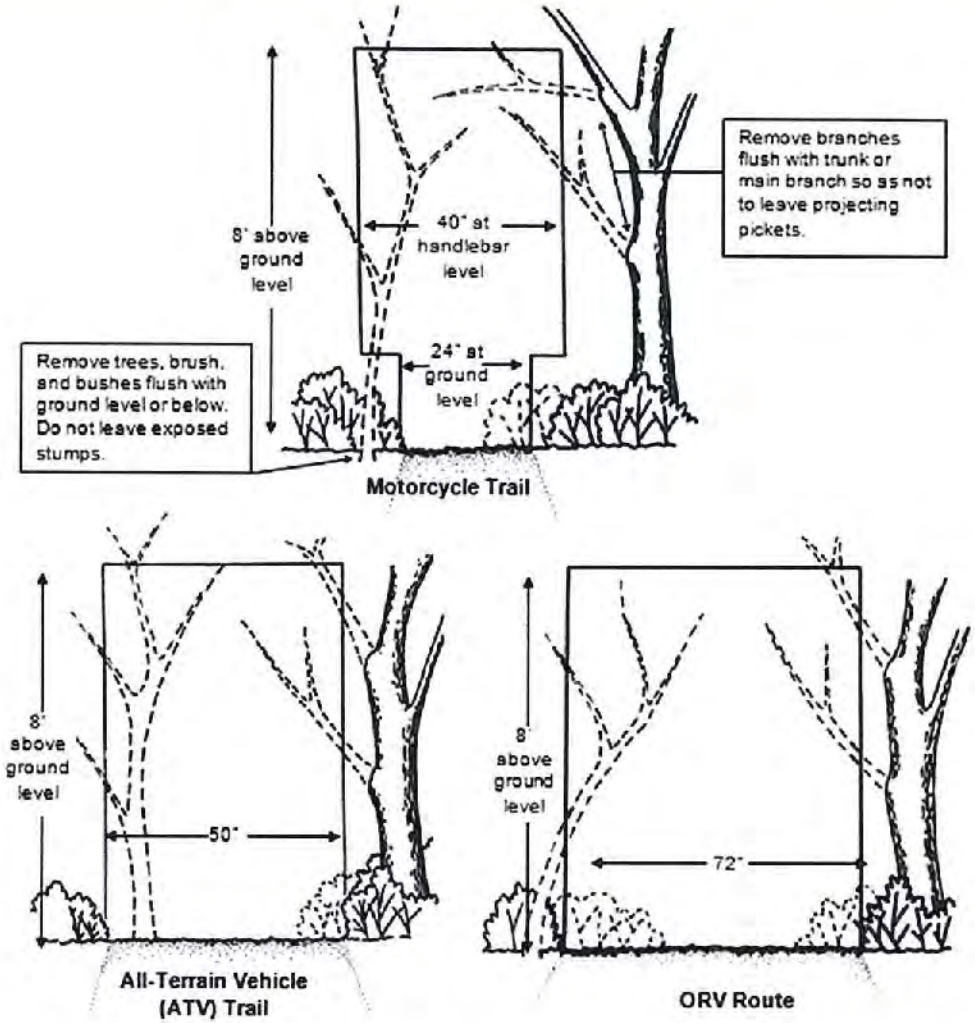


DUAL USE ORV AND SNOWMOBILE WIDTH

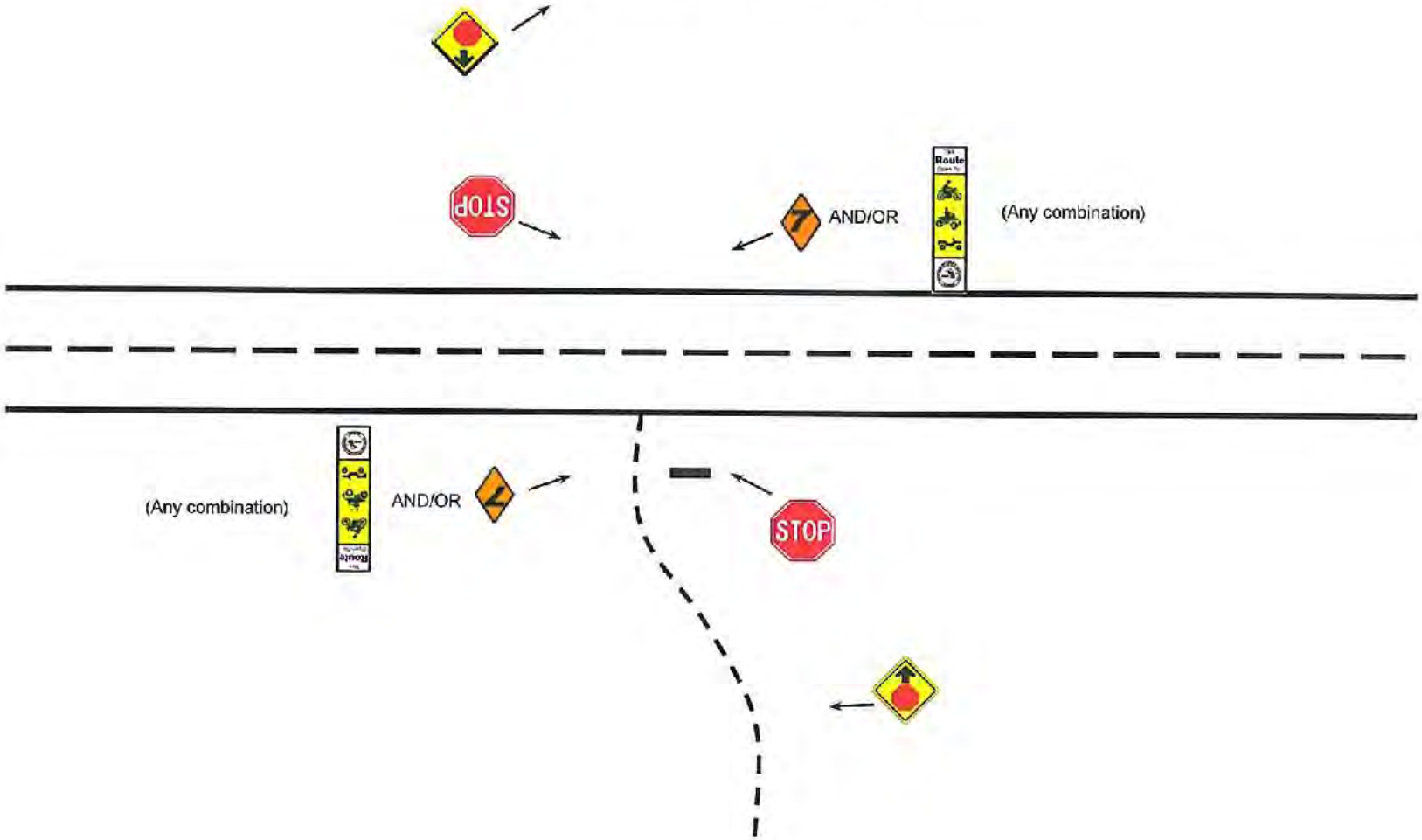


This illustration is in revision to include snowmobile trail designation. The new artwork will be included in the Fall 2018 release of this manual.

- **Snowmobile trails are to be cleared to a minimum groomed surface width of 8 feet, with a width of 12 feet to 16 feet desirable and a minimum height of 12 feet above the expected groomed trail snow depth.**
- **Each program (ORV and Snowmobile Trail Grant Sponsors) is responsible for meeting the highest common denominator for Trail Clearance Standards.**



TYPICAL TRAIL/ROAD CROSSING



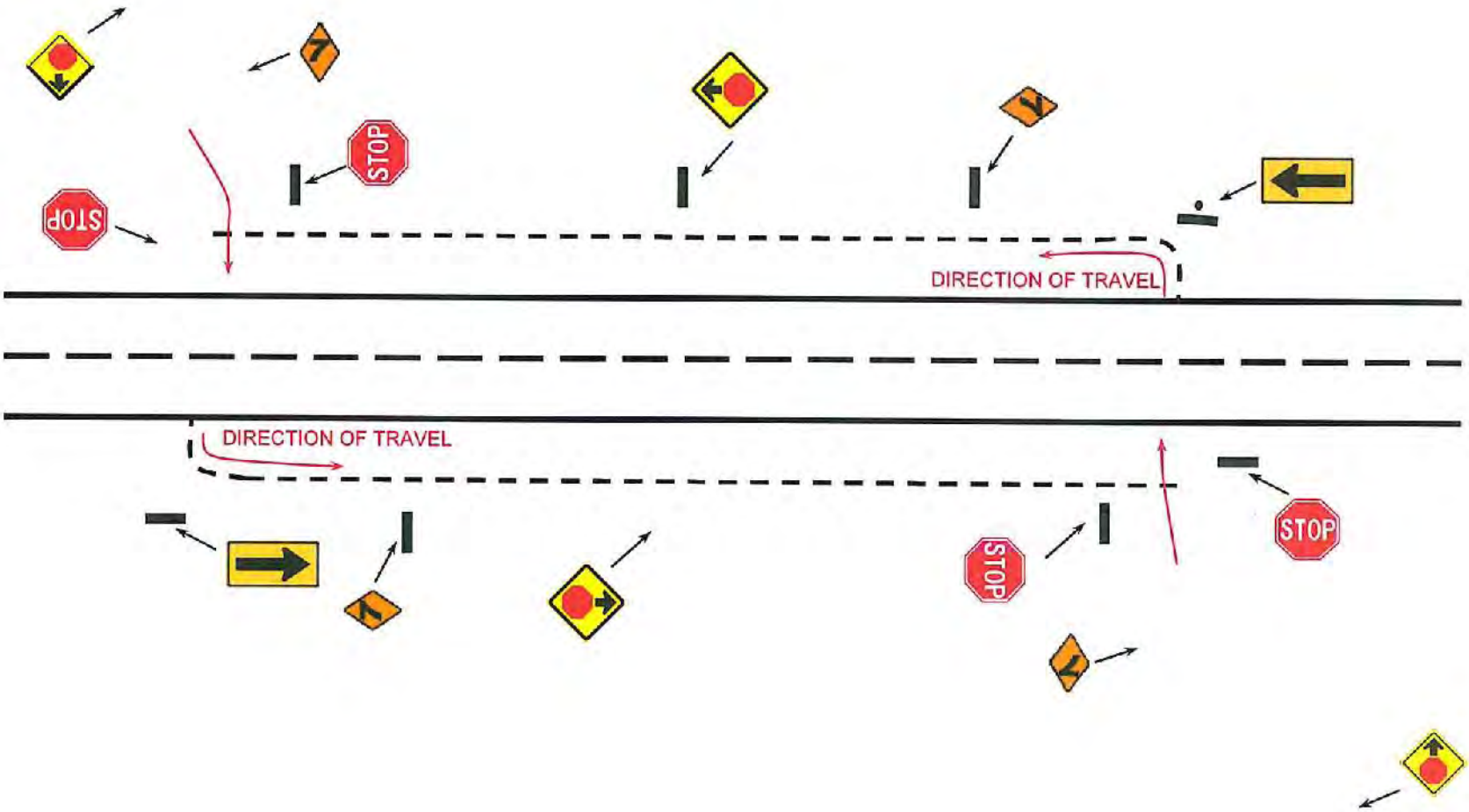
ROAD CROSSING: Stop signs shall be placed at all trail intersections with improved state roads, county roads, plowed roads, and other locations that warrant stopping. On ORV trails and routes, Stop Ahead signs should be installed on an approach to a Stop sign that is not visible for a sufficient distance to permit the trail user to respond to the Stop sign. A Stop Ahead sign shall be placed approximately 350 feet in advance of all Stop signs on snowmobile trails and ORV routes. STOP signs shall be place only on the right side of trail.

SHARP TURN ARROW SIGN (LEFT AND RIGHT)

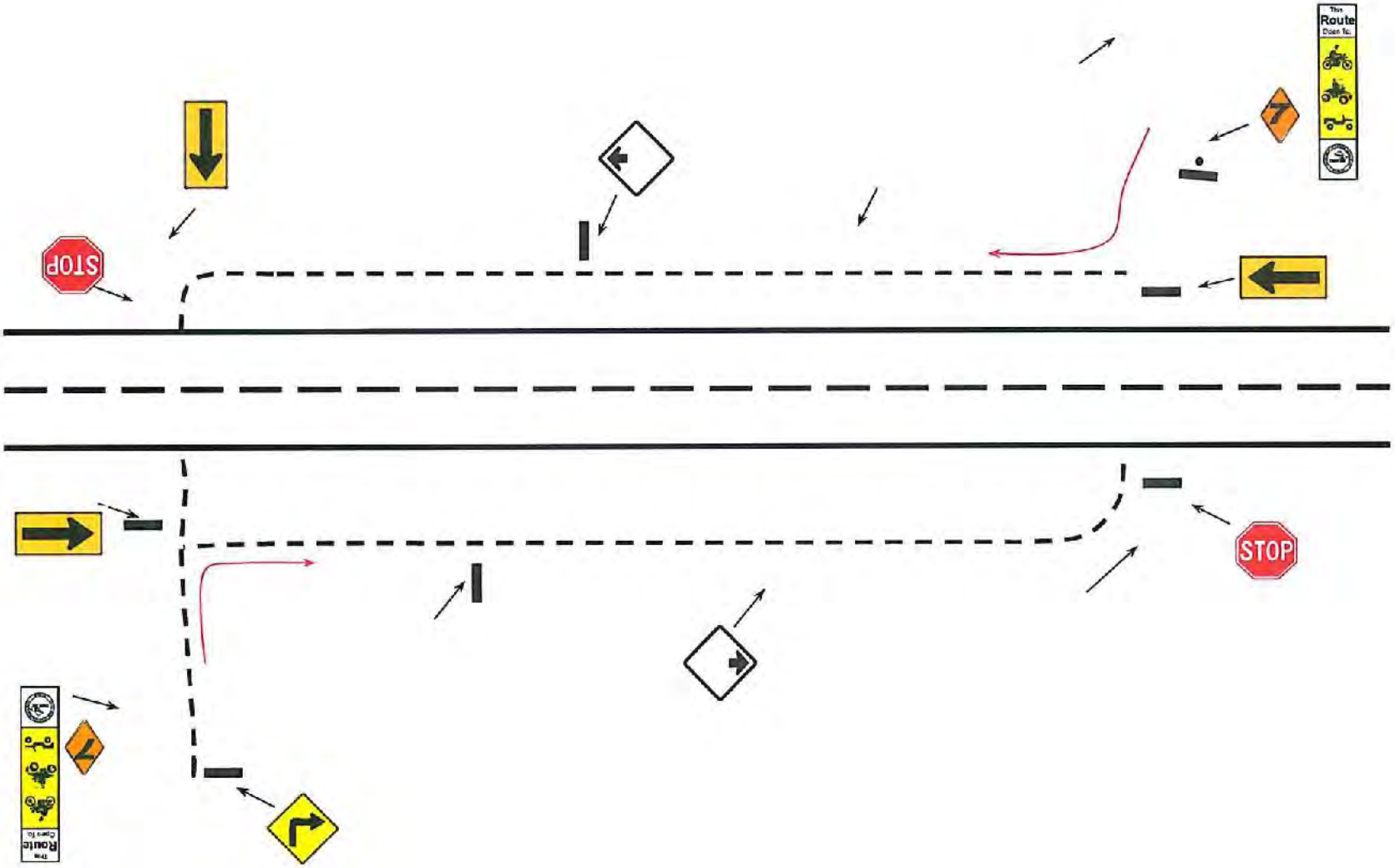
degrees do not use
Arrow Sign

0 degrees

SNOWMOBILE TRAIL AND ADJACENT TO ROADWAY (DITCH RUNNING)

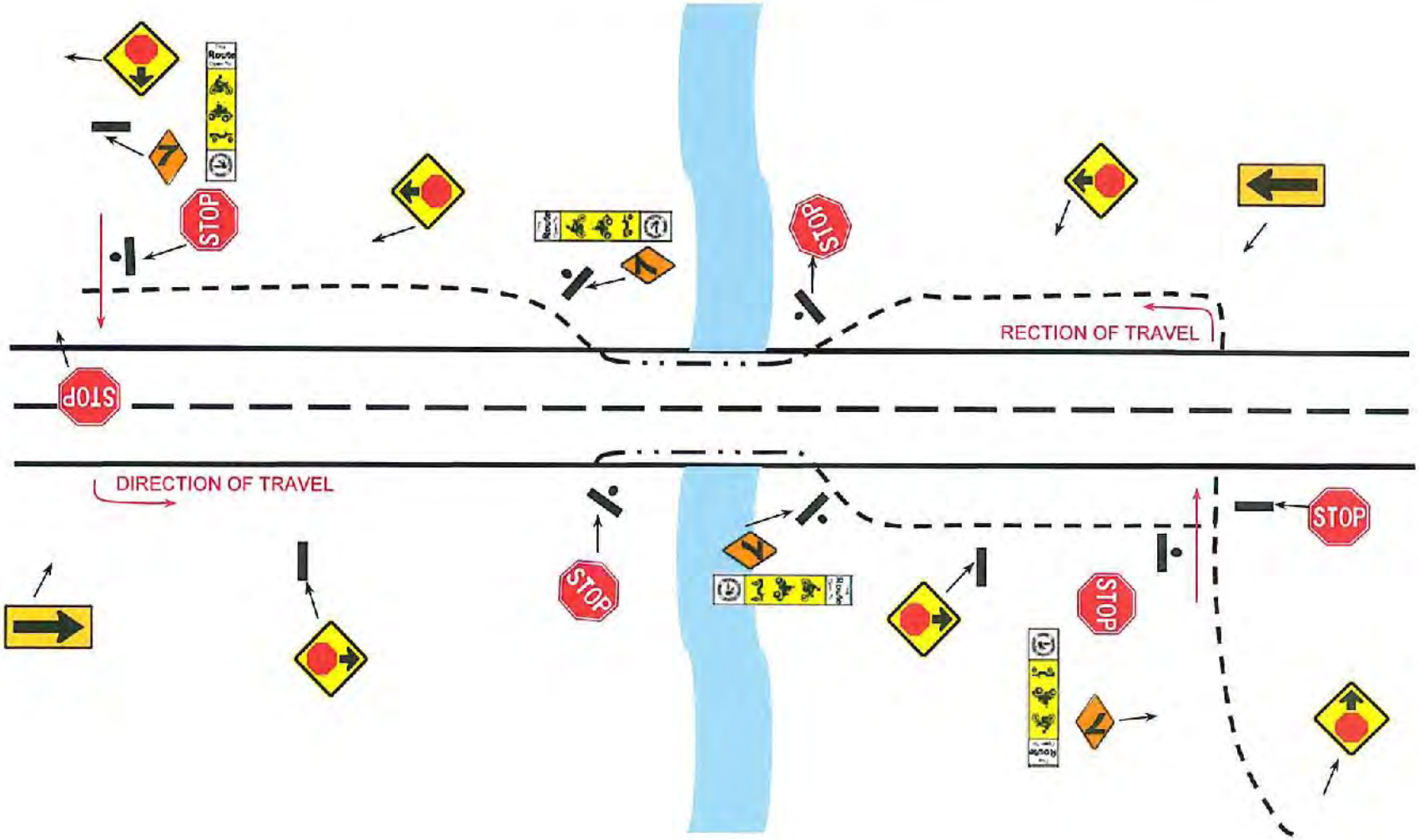


TRAIL ADJACENT TO ROADWAY

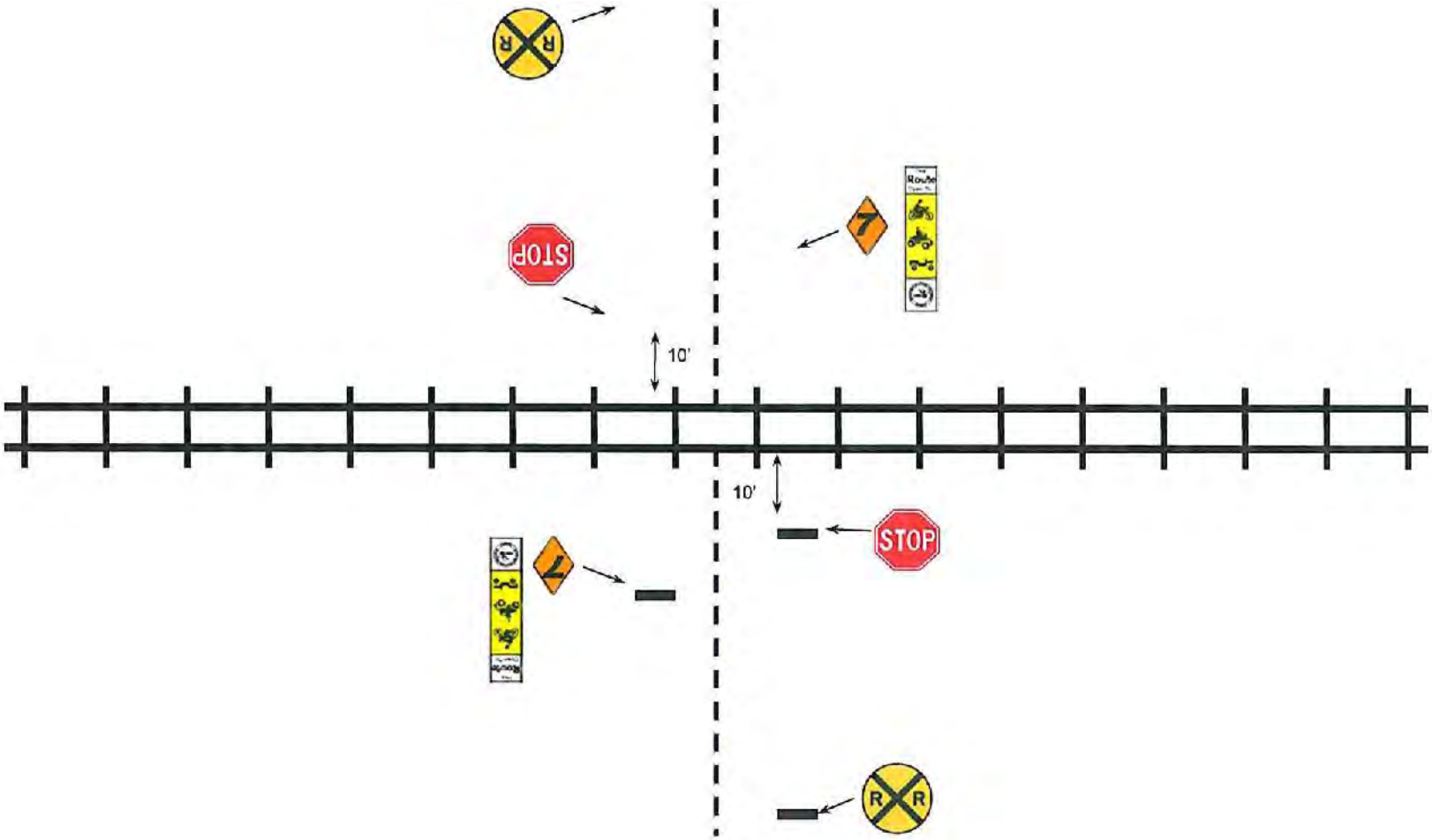


CROSSING EXISTING ROADWAY BRIDGE WITH DITCH RUNNING

(RR GRADE CROSSING SIGNED SIMILARLY EXCEPT TRAIL-RAILROAD GRADE ADVANCE WARNING SIGN IS USED INSTEAD OF STOP AHEAD SIGN)

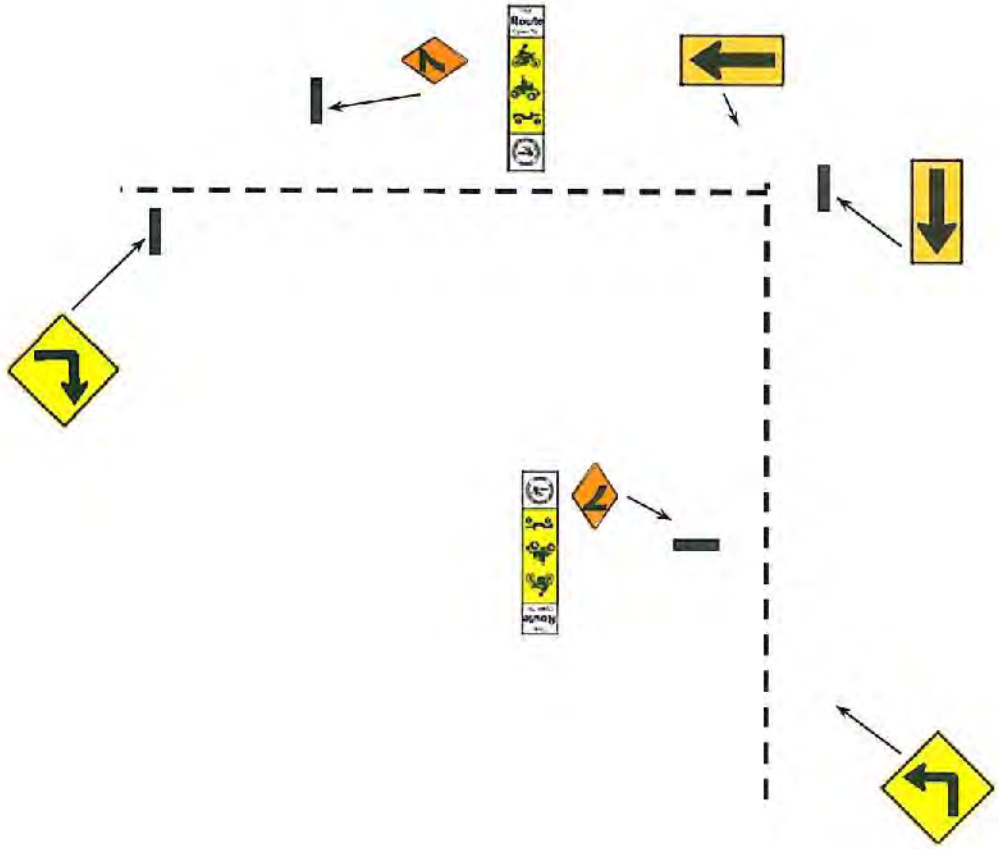


TRAIL APPROVED NON-ROADWAY RAILROAD CROSSING

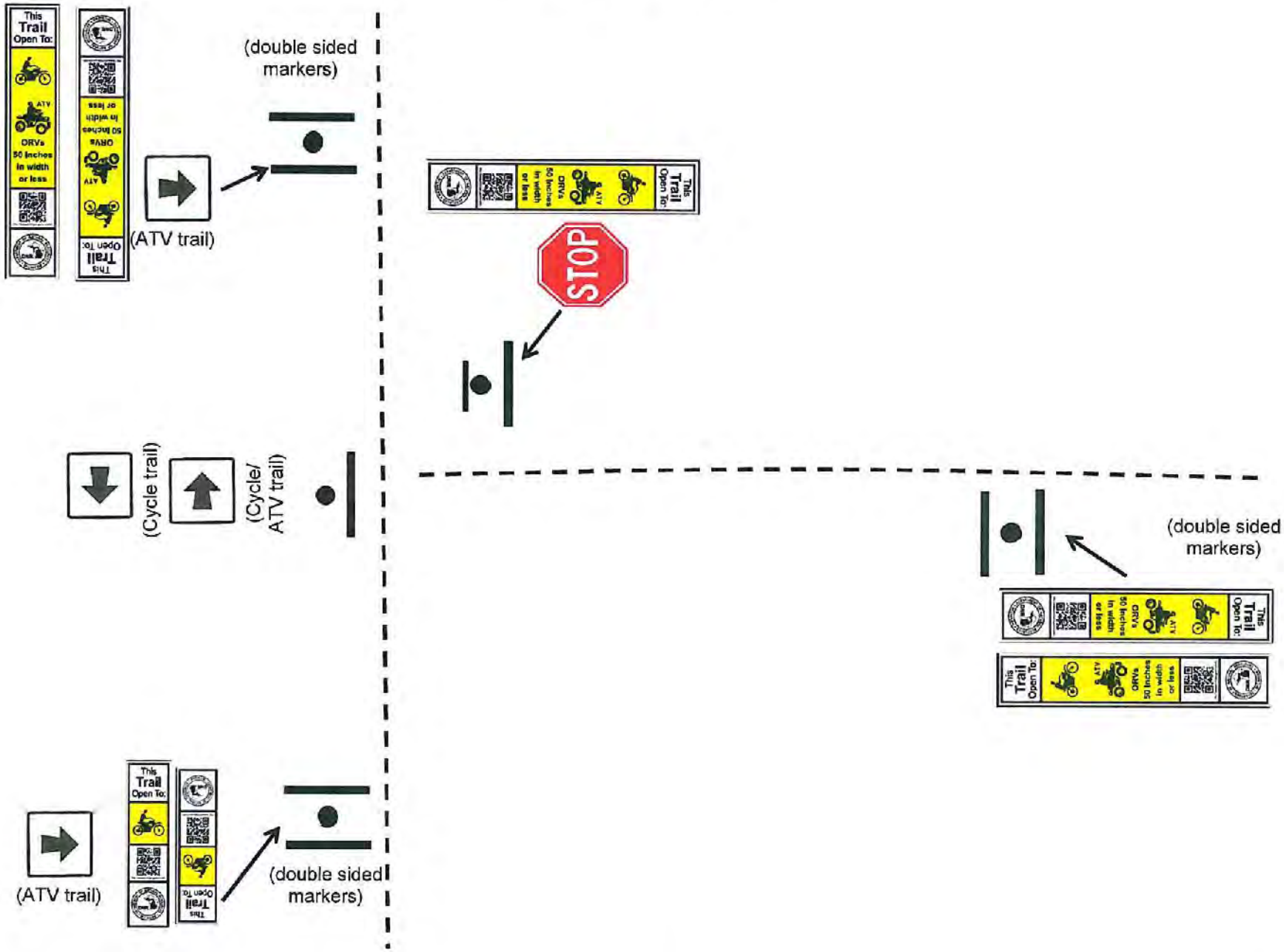


TRAIL SHARP TURN LEFT OR RIGHT

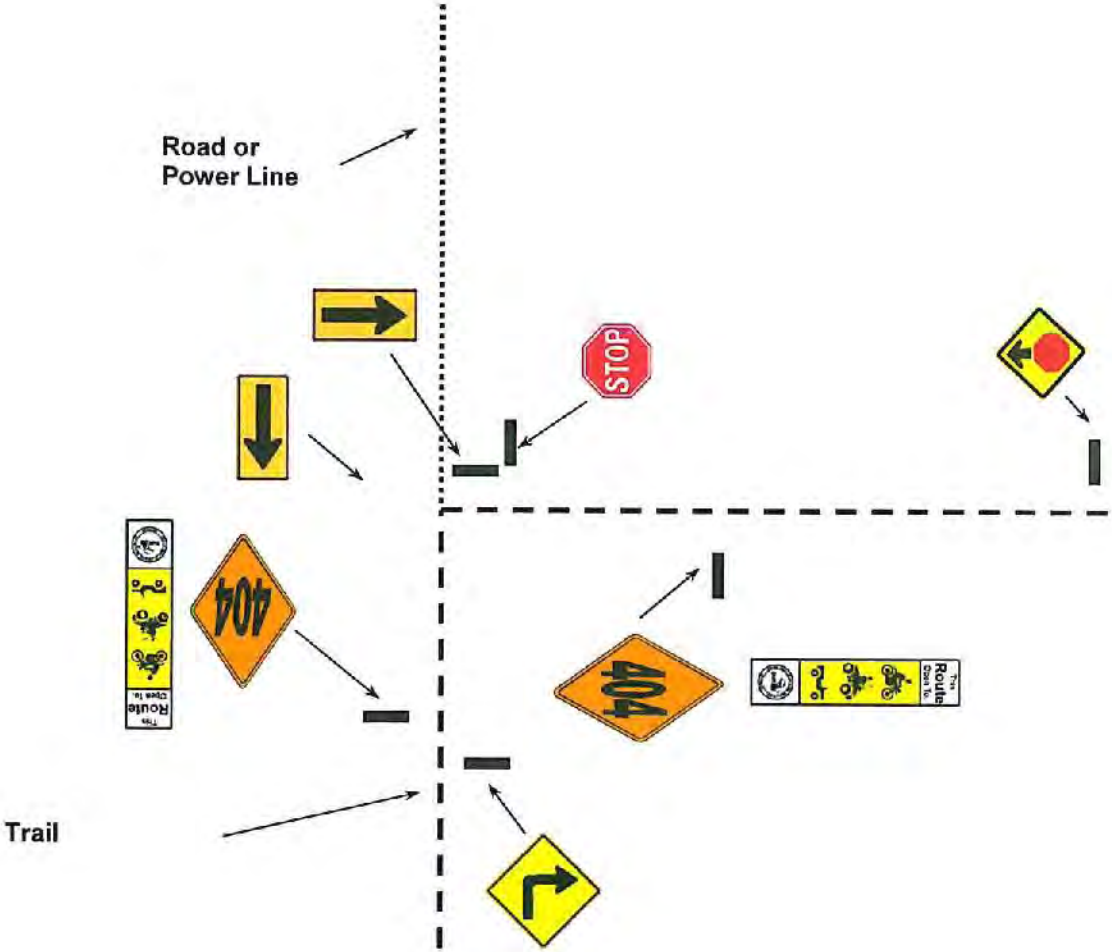
(> = 90 Degrees)



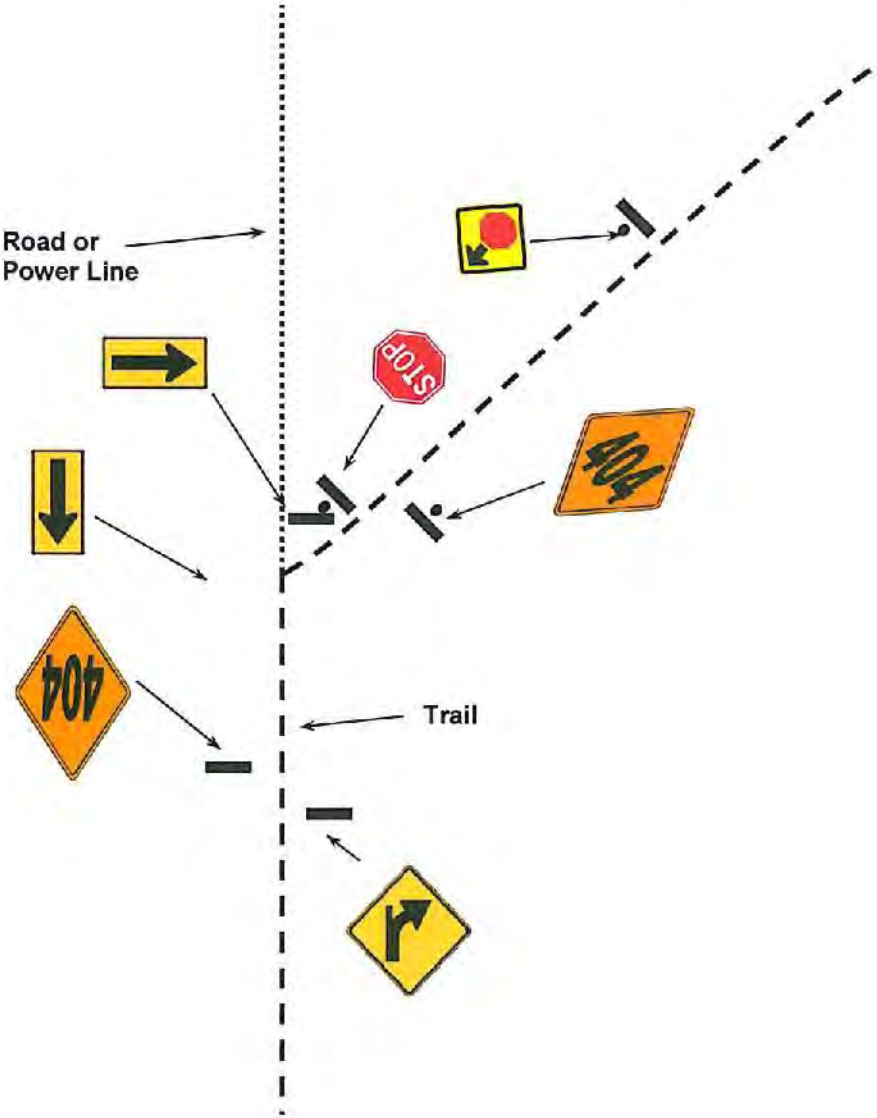
ORV TRAIL DEVIATION



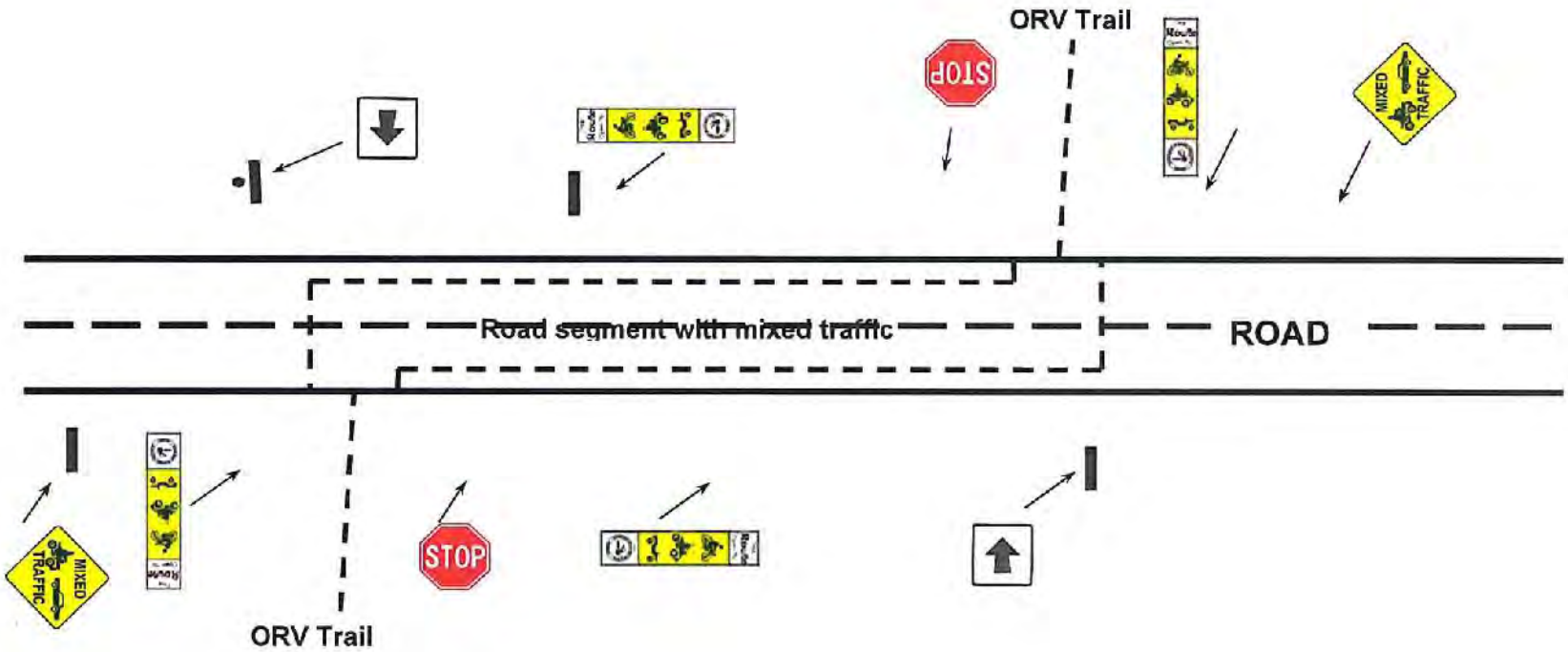
TRAIL SIDE 90 DEGREE INTERSECTIONS



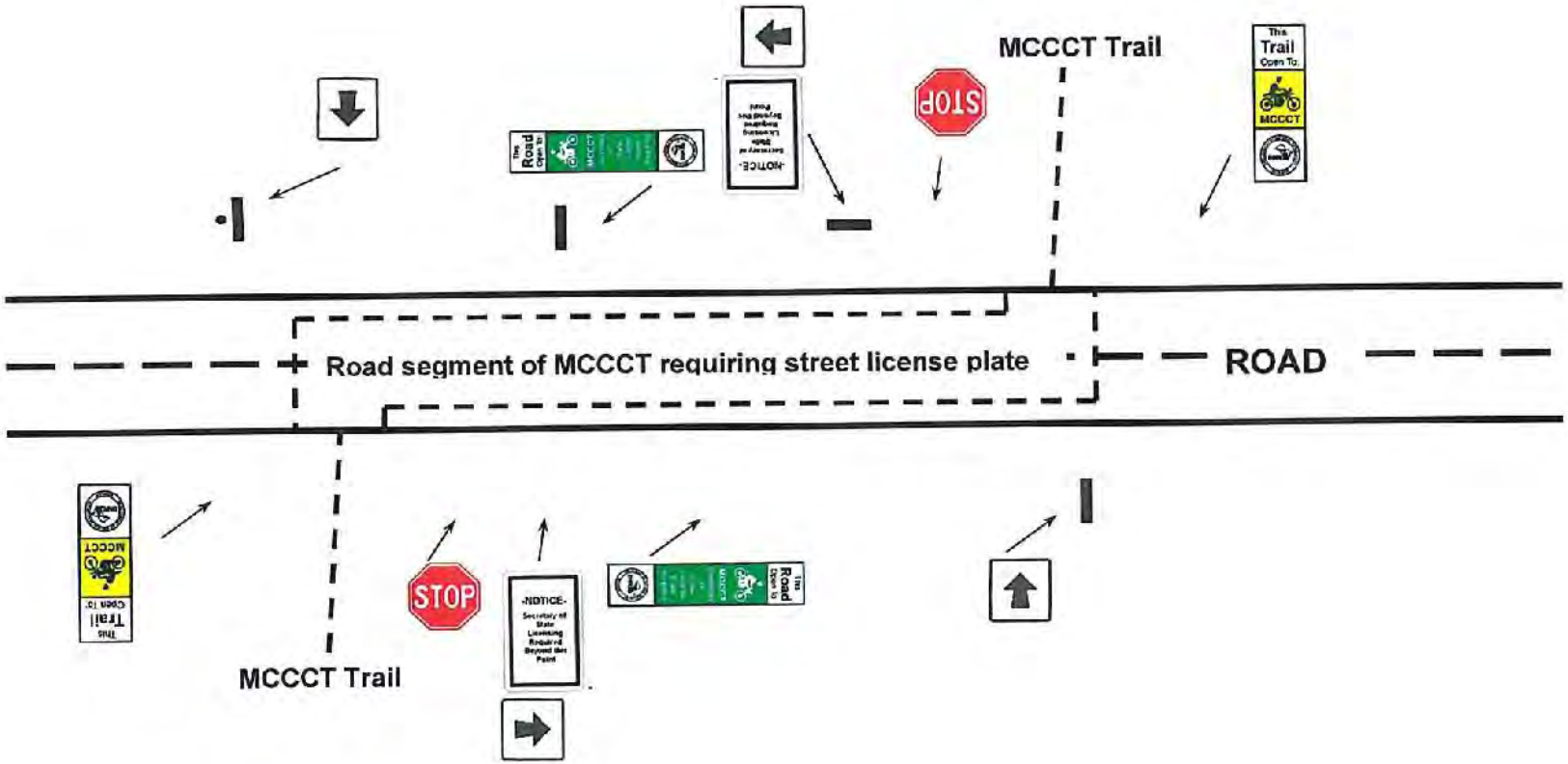
TRAIL SIDE 45 DEGREE INTERSECTIONS



ORV TRAIL/MIXED TRAFFIC

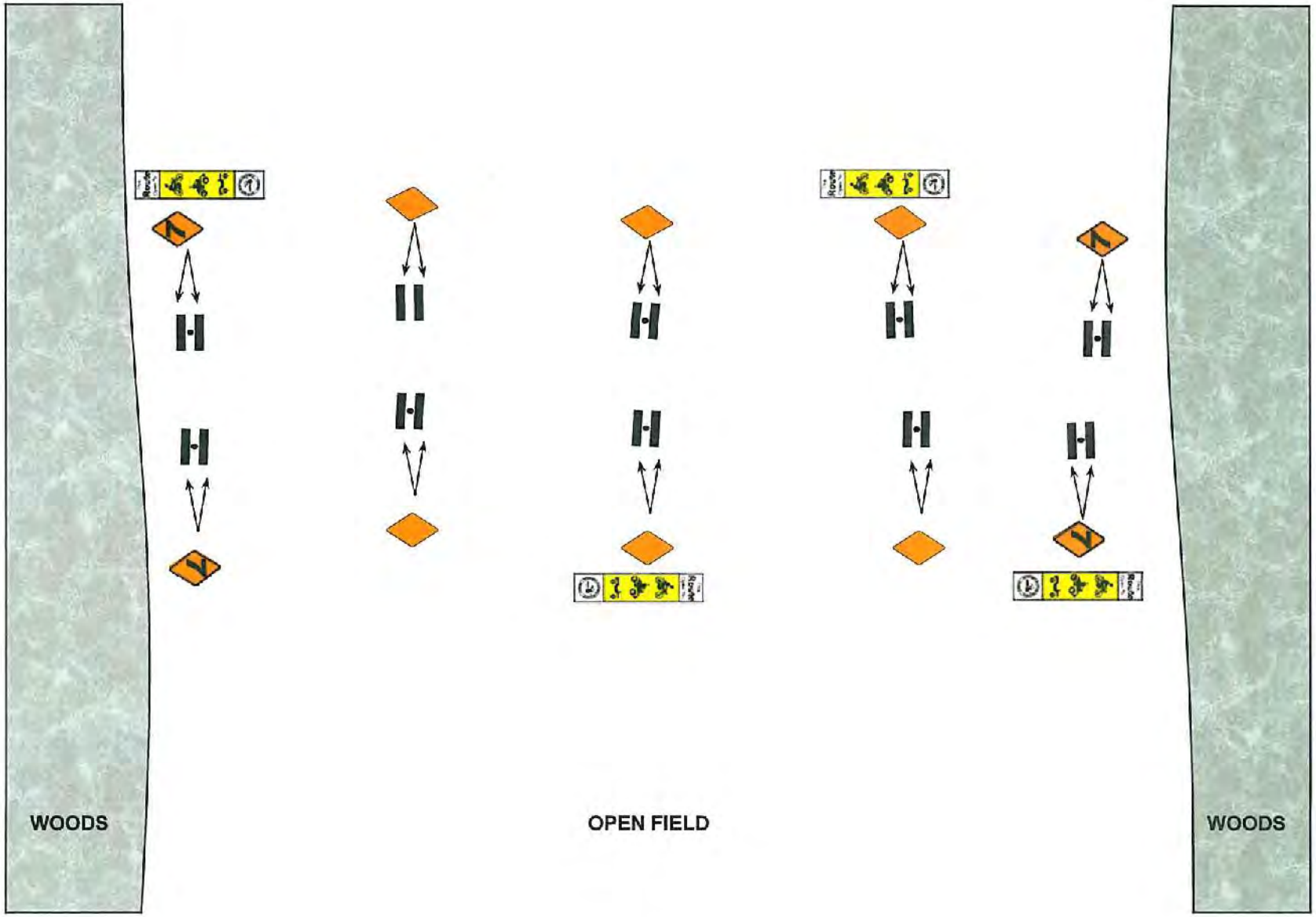


MICHIGAN CROSS COUNTRY CYCLE TRAIL (MCCCT) STREET LICENSING NOTICE

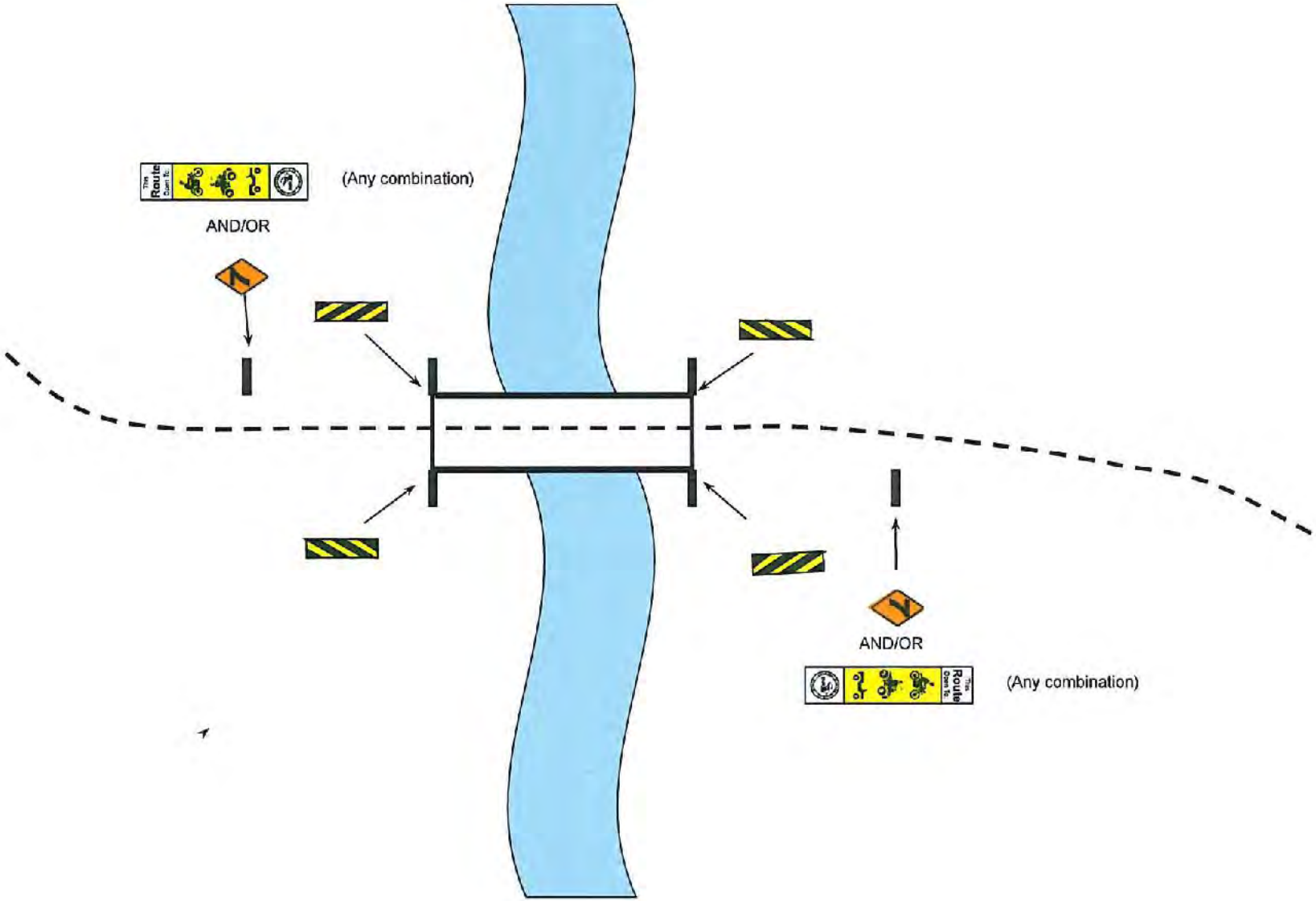


OPEN FIELD/CLEAR CUT

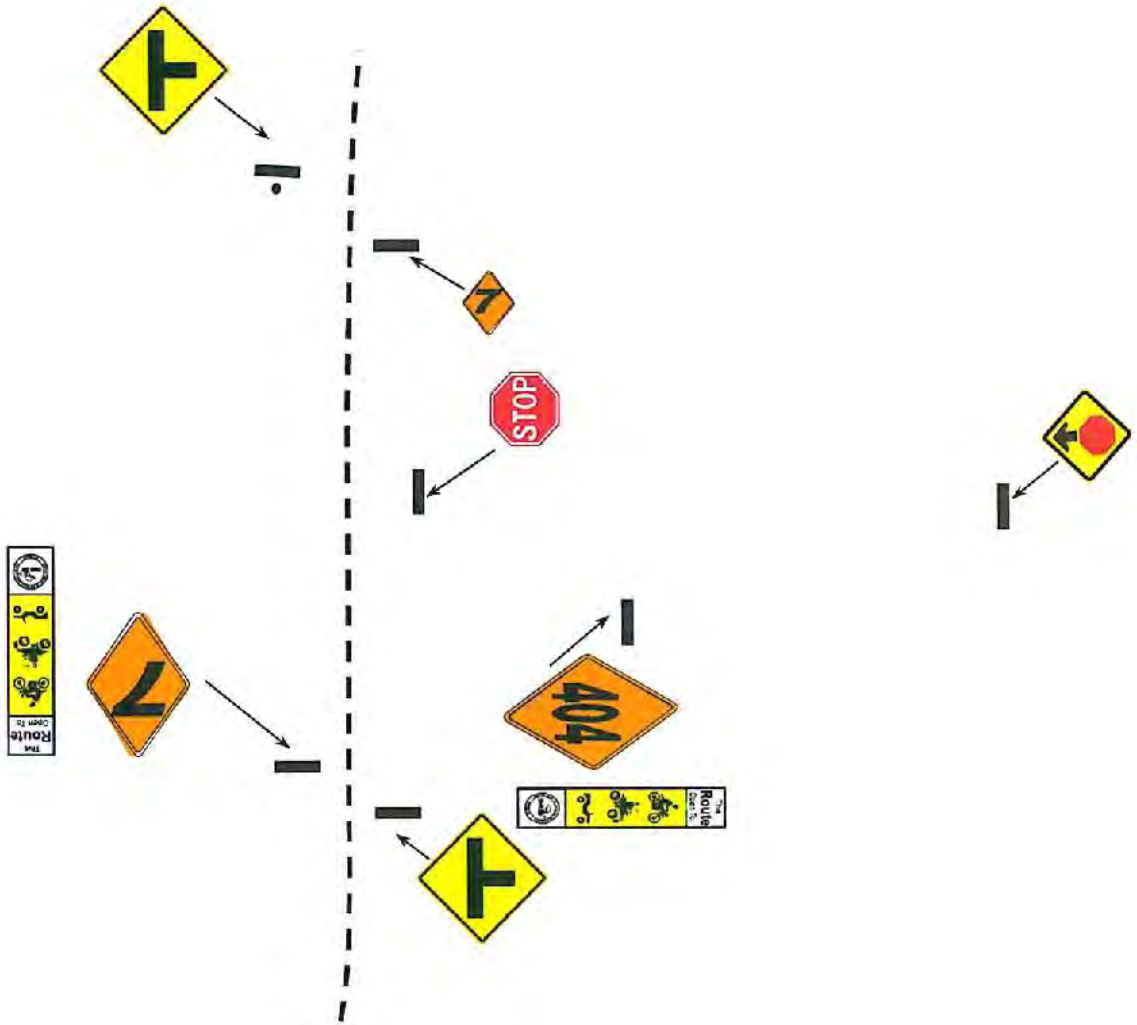
Place snowmobile reassurance markers on both sides of the trail, or stagger ORV reassurance markers, in both directions, to designate a corridor. For this use, reassurance markers may be placed less than 1/4 mile apart for visibility and to regulate use in the field. Use in conjunction with Stay on Trail signs as necessary.



BRIDGE CROSSING



TRAIL SIDE INTERSECTION



ATTACHMENT D

Michigan Department of Natural Resources – Parks and Recreation Division

VEGETATION RESTORATION OF RIGHTS-OF-WAY, WELL SITES, AND OTHER CLEARED SITES ON STATE FOREST LAND - NORTHERN PENINSULA -

All areas must be satisfactorily re-vegetated as specified by these guidelines except areas that are required to be kept cleared of vegetation under Part 615, Supervisor of Wells, of the Natural Resources and Environmental Protection Act, 1994 P.A. 451, as amended.

All topsoil must be saved as the first action in development in order to provide the best guarantee of success for future site restoration. The saving and stockpiling of topsoil, however thin the layer may be, contains the nutrients, organic matter, and other elements that favor germination and growth of vegetative cover.

If only subsoil remains after site development, it is usually acidic and contains fewer nutrients, and the site will be very difficult to restore.

If abandoned, a soil test is mandatory and the pH of the pad and/or pipeline must be adjusted to match that of adjacent stands.

Upon completion of drilling, flowline, pipeline, utility installation, or other type of installation; and also upon abandonment/cessation of use, the access road, drilling pad, pipeline, utility right-of-way, or leased premises must be re-vegetated and restored as detailed below to the satisfaction of the Parks and Recreation Division Unit Supervisor (Department/Grantor's/Lessor's representative).

The entire site must be returned to original contours as much as possible. All perimeter slopes shall not exceed a 1:4 slope.

The topsoil which has been saved and stockpiled prior to site development must be evenly distributed over the area to be re-vegetated. It will be smoothed and tillage tools used as necessary to provide at least three inches of firm (rolled or culti-packed at least twice) but friable seedbed, free of large clumps and stones.

On mineral soils, soil tests are recommended but, in lieu of a soil test, fertilizer will be applied at a rate of 500 pounds per acre of 12-12-12 or equivalent and lime will be applied at a rate of two tons per acre. Fertilizer and lime will be tilled into the soil during the final seedbed preparation. All clover seed shall be treated with the proper inoculant.

Seeding dates will be between May 1st and September 20th. Vegetation restoration must be completed within nine months of the initial clearing of the easement or site unless otherwise specified by the Department/Grantor's/Lessor's representative.

All planting equipment and machinery must be cleaned to remove possible invasive plants before moving or arriving at the site to be planted.

Cover all seed 1/4 to 1/2 inch deep. The area may be seeded by hydro-seeder.

The following seeding mixtures are for application on various soils:

Mineral Soils (Good Soil), Clays, Loams, Loamy Sands	
June Grass (Koelaria micrantha)	5 lbs./acre
White Dutch Clover (Triflolium repens)	2 lbs./acre
Medium Red Clover (Triflolium pratense)	2 lbs./acre
Butterflyweed (Asclepias tuberosa)	1 lb./acre
Annual Rye or Oats Cover Crop	2 bushel/ac.
Mineral Soils (Medium Soil), Sandy Loams	
June Grass (Koelaria micrantha)	4 lbs./acre
Little Blue Stem (Schizachyrium scoparius)	4 lbs./acre
Medium Red Clover (Triflolium pratense)	2 lbs./acre
Round-headed Bush Clover (Lespedeza capitata)	2 lbs./acre
Butterflyweed (Asclepias tuberosa)	1 lb./acre
Mineral Soils (Critical Area/Very Poor Soil, e.g. Grayling Sand)	
Big Blue Stem (Anfropogon geradii)	3 lbs./acre
Indian Grass (Sorghastrum nutans)	1 lbs./acre
Little Blue Stem (Schizachyrium scoparius)	5 lbs./acre
June Grass (Koelaria micrantha)	2 lbs./acre
Medium Red Clover (Triflolium pratense)	2 lbs./acre
Lance-leaved coreopsis (Coreopsis lanceolata)	1 lb./acre
Organic Soils	
Alsike Clover (Triflolium hybridum)	2 lbs./acre
White Dutch Clover (Triflolium repens)	2 lbs./acre
Canada Wild Rye (Elymus Canadensis)	3 lbs./acre
June Grass (Koelaria micrantha)	3 lbs./acre
Dunes/Unstable Sand Blow Areas	
American Beach Grass (Ampophila breviligulata) (A culm is the stem portion of the plant)	2 to 3 culms every 18"
Jack Pine Barrens & Prairies	
Save all topsoil including root mass, evenly distribute during re-vegetation, till, and seed with the following cover crops	
Annual Rye	1 bushel/ac
Oats	1 bushel/ac

After seeding on mineral soils, the area must be mulched within twenty-four hours of seeding with weed-free straw at a rate of two tons per acre; or a rate of two to three small rectangular bales per 1,000 square feet. Other commercially prepared mulch may be used if approved in writing by the Department/Grantor's representative. It is recommended that mulch be mechanically applied. **Under NO circumstances may hay be used.**

In addition, tree and/or shrub seedlings may be required on certain sites because of special resource values. Up to 600 shrubs or tree seedlings may be required per acre on the site to be re-vegetated. If needed, these will be planted at a spacing and design as directed by the Department/Grantor's/Lessor's representative.

The entire well site or right-of-way must be inspected yearly by the Permittee/Grantee and any erosion or bare area repaired, re-seeded, and fertilized immediately.

The entire area must be re-fertilized and limed, if necessary, every five years until natural vegetation is fully re-established and/or the site is abandoned. Vegetative cover must be successfully established to the satisfaction of the Department/Grantor's/Lessor's representative

ATTACHMENT E

Michigan Department of Natural Resources

PUBLIC INCIDENT REPORT

(See DNR Administrative Procedure 6.8-1).

If this accident required the use of an Automated External Defibrillators (AED), the R 7223, Reporting the MDNR Use of Automated External Defibrillators (AED), must also be completed

☐ Personal Injury ☐ Property Damage ☐ Complaint ☐ Other _____

BUREAU/DIVISION/OFFICE	FACILITY (i.e. park, access site, hatchery name)	DATE OF INCIDENT	TIME	REPORT NO.

FACILITY ADDRESS	EXACT LOCATION OF INCIDENT WITHIN FACILITY

NAME, ADDRESS, AGE OF PERSON(S) INVOLVED	TELEPHONE NUMBER(S)
	( ) –
	( ) –
	( ) –

DETAILS OF INCIDENT (Include number of persons involved, weather information, license numbers, type of vehicle or equipment, etc.)

WHAT CONDITION(S) OR HAZARD(S) CAUSED INCIDENT

ACTION TAKEN (Use reverse side, if needed)

WITNESS(ES) Name(s),	Address(es) And	Telephone Number(S)	Statements
		( ) –	☐ Statement attached
		( ) –	☐ Statement attached
		( ) –	☐ Statement attached
		( ) –	☐ Statement attached
		( ) –	☐ Statement attached
		( ) –	☐ Statement attached

FIRST AID RENDERED (Explain how) BY WHOM (include telephone number)

DOCTOR OR HOSPITAL REFERRED	TELEPHONE NO.	LAW ENFORCEMENT AGENCIES RESPONDING TO CALL
	( ) –	

ESTIMATED DAMAGE REPAIR COSTS	MATERIALS	LABOR	TOTAL COST	TOTAL STAFF TIME INVOLVED
	$	$	$ 0.00	

DNR EMPLOYEES INVOLVED Name(s),	Telephone Number(S)	DNR EMPLOYEES INVOLVED Name(s),	Telephone Number(S)
	( ) –		( ) –
	( ) –		( ) –
	( ) –		( ) –

REPORTING EMPLOYEE'S SIGNATURE	DATE	FACILITY MANAGER'S SIGNATURE	DATE

DISTRIBUTION: ORIG – Bureau/Division/Office; COPY – Office of Legal Services; COPY: Incident location

R1004E (Rev. 02/18/2005)

OTSEGO COUNTY
Board of Commissioners

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

EXECUTIVE SUMMARY

AGENDA ITEM:	AGENDA DATE:
Iron Belle Trail Operating Agreement #MISC-PRD-019-2019	July 30, 2019
AGENDA PLACEMENT:	ACTION REQUESTED:
Consent Agenda, Item E.	Motion to Approve
STAFF CONTACT(S):	ATTORNEY REVIEW:
Rachel Frisch, County Administrator	Yes

BACKGROUND/DISCUSSION:

The Otsego County Iron Belle Trail and related land, located from Fairview Road south to the county line, is owned by the State of Michigan Department of Natural Resources. The purpose of the lease is to allow Otsego County to maintain the Otsego County Iron Belle Trail.

RECOMMENDATION:

Staff recommends approving Operating Agreement #MISC-PRD-019-2019.

Michigan Department of Natural Resources

OPERATING AGREEMENT #MISC-PRD-019-2019

BETWEEN

THE STATE OF MICHIGAN, AS PERMITTER
AND
OTSEGO COUNTY, AS PERMITTEE

This Operating Agreement, hereinafter called the "Agreement", is entered into by the State of Michigan through its **Department of Natural Resources** (DNR), hereinafter called "DNR" and/or "Permitter," and **Otsego County,** hereinafter called "Permittee," whose address is 225 West Main, Gaylord, MI 49735.

WHEREAS, pursuant to Section 503(1) of Public Act 451 of 1994 (1994 PA 451), as amended, MCL 324.503 (1), the DNR is required to: protect and conserve the natural resources of the State; provide and develop facilities for outdoor recreation; prevent the destruction of timber and other forest growth by fire or otherwise; promote the reforesting of forest lands belonging to the State; prevent and guard against the pollution of lakes and streams within the State and enforce all laws provided for that purpose with all authority granted by law; and foster and encourage the protection and propagation of game and fish; and create, maintain, operate, preserve, and protect Michigan's significant natural and historic resources.

WHEREAS, the Purpose of this Agreement is to allow Permittee to maintain the **Otsego County Iron Belle Trail** from Fairview Road south to the county line.

WHEREAS, the Director of the DNR, or his or her lawful designated Representative, has determined that the purpose of this Agreement is necessary to implement Part 5 of 1994 PA 451, as amended, because maintenance of the trail will protect and conserve the natural resources and provide facilities for outdoor recreation.

THEREFORE, Permitter and Permittee, for consideration specified in this Agreement, agree to the following terms and conditions:

1. **DESCRIPTION OF PREMISES -** Permitter hereby grants to Permittee, non-exclusive commercial use of the Premises described as:

A trail beginning at Fairview Road and running south to the county line, located with the County of Otsego, State of Michigan (see **Attachment A**), which includes land owned by the State of Michigan and/or the DNR.

This Agreement may be subject to the DNR's public notice process.

2. USE OF PREMISES

A. Permittee hereby acknowledges that the use and occupancy of the Premises shall be subject to the provisions of 1994 PA 451, as amended, and confined to the following specific uses:

1) To maintain the trail known as the Otsego County Iron Belle Trail, including a four-foot shoulder along both sides of the trail.

2) Maintenance of the connector shall include but not be limited to lawn mowing, trimming, brushing, grading, trash pickup and disposal, and snow and ice removal. All maintenance shall meet DNR standards (see **Attachment B**).

3) Signage placed by the Permittee shall be pre-approved by the Permitter and meet DNR standards (see **Attachment C**).

4) Any other use which is agreed to in writing by both Parties.

B. Permittee shall obtain Permitter's prior consent, in writing, signed by the Permitter, to use the Premises for any purpose not listed in this Section. Permitter may terminate this Agreement, as provided in Section 23, if at any time, Permittee uses the Premises, without express written permission by Permitter, for purposes other than those enumerated in this Section.

C. **PROHIBITED ACTIVITIES -** The following activities on the Premises are prohibited:

1) Authorizing public use of Premises in violation of any State law, order or regulation.

2) Any planting of plants, removal of plants, landscaping or earthmoving on the Premises without the prior written consent of the Permitter.

3) Storage of equipment, placement of signs, or use of camping trailers or tents without prior written approval of Permitter.

4) Dumping or disposal of garbage/trash, spare parts, hazardous material, scrap metal and other waste onto the Premises.

5) Disposal of trees, tree tops, branches, roots, stumps, and other vegetative debris onto the Premises.

6) Authorization of "Naming Rights" for any portion of the Premises without prior Permitter approval.

3. WASTE - Permittee agrees not to commit, or allow to be committed, any waste or nuisance on the Premises and will not use, or permit to be used, the Premises for any unlawful purpose.

4. PERMITTER'S OPERATIONS - Permittee covenants that its use of the Premises shall, at no time, interfere with the uses or operations of Permitter or the Public on the Premises. Permittee covenants that its use of the Premises shall, at no time, interfere with the Public's use of any State land that may be adjacent to the

Premises. Permittee shall not prevent Permitter, its agents, or the public from crossing the Premises to access the adjoining State lands.

5. **ADMINISTRATION –** The State of Michigan, Parks and Recreation Division (PRD) Northern Lower Peninsula Trail Coordinator, or his/her designated representative, is the DNR Administrator of this Agreement (collectively, DNR Representative). The Permittee shall designate in writing to Permitter one (1) person and one (1) alternate person responsible to be the contact person for the Permittee regarding the administration of the Agreement. This person shall be authorized to make decisions regarding the maintenance and operation of the Premises.

6. **CONDITION OF PREMISES -** Permittee stipulates, represents and warrants that Permittee has examined the Premises, and that it is taking possession of the Premises in "as is" condition. Permittee acknowledges that it has not made an independent environmental assessment of the Premises and agrees to maintain the Premises in its present condition.

7. **TERM -** Permitter shall grant use of the Premises to Permittee for a ten (10) year initial term of possession beginning on **May 1, 2019** and ending at midnight on **May 1, 2029**, or such later date as provided in Section 9. The beginning and ending Agreement term dates may be altered by mutual written consent to reflect the actual date of occupancy.

8. **OPTION TO RENEW -** The initial term of this Agreement may be extended for three (3) additional five (5) year terms, or such term as shall be agreed to between the parties, if Permittee agrees to any additional terms and rent modifications proposed by Permitter. Permitter's written consent is necessary for any Agreement term extension. Permitter's contract fee for the Premises during an extended term will be re-negotiated prior to renewal.

9. **CONTRACT FEE -** In-lieu of a fee, Permittee is responsible for all costs associated with maintenance of the trail. Failure to maintain the Premises will be grounds for the Permitter to terminate the Agreement.

10. **SERVICES BY PERMITTEE -** Permittee shall furnish the following services at its own expense:

    A. Permittee will operate and maintain the Premises as provided for in Section 2A above at its sole expense.

    B. Permittee will be responsible for adhering to all state laws and local ordinances on the property.

    C. Permittee shall maintain standards of cleanliness that will reflect favorable public opinion on the Permittee and the Permitter. If Permitter determines that the Permittee has failed to maintain an acceptable standard of cleanliness, and, if after forty-eight (48) hours or two (2) business days, following verbal and written notification by the Permitter, the problem is not rectified to the satisfaction of Permittee, Permitter may perform or have the duties of the Permittee performed by others at Permittee's sole expense.

    D. Permittee is responsible to immediately investigate and report to the Permitter all instances of suspected trespass.

E. In performing services under this Agreement, Permittee must comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, Permittee must comply with any applicable state agency rules that the agency provides to Permitter.

11. **FUNDING -** Permittee may not charge a fee but may apply for grants in connection with Permittee's use of the Premises.

Permittee shall keep accurate books, records and accounting of its operations under this Agreement distinctly separate and apart from Permittee's other operations. Permittee shall make all reports concerning the operation available to the Permitter at such time as the Permitter may require upon reasonable written notice.

Permitter, upon thirty (30) days' written notice, shall have the right to audit books, records and accounting of Permittee's operations for this Agreement.

12. **ASSIGNMENT AND SUBLEASE -** Permittee shall not sell, mortgage, rent, assign, or parcel out the Agreement hereby granted, or any interest therein, or allow or permit any other person or party to use or occupy any part of the Premises, building, or spaces, covered by this Agreement for any purpose whatsoever without first obtaining the prior written consent of Permitter. Such action by Permittee without the prior written approval of Permitter shall be cause for the immediate termination of this Agreement. Permittee may, however, enter into maintenance agreements with third parties to fulfill Section 10 above.

13. **ALTERATIONS -** No alterations, modifications, or improvements shall be made to the Premises without the prior written consent of Permitter, which Permittee shall request at least thirty (30) days in advance of such alteration, modification, or improvement. At the expiration or cancellation of this Agreement, all alterations, modifications, and improvements to the Premises shall become the property of Permitter, by way of the completed Gift and Acceptance Agreement and accompanying Exhibit pages (PR1612e), unless otherwise agreed in writing by Permitter. In the event that the parties agree that Permittee may remove Permittee improvements, Permittee shall restore the Premises to its original condition.

14. **LAWS, CODES AND PERMITS -** Permittee shall comply with all applicable federal, state or local regulations, including, but not limited to, all environmental laws, and codes and will obtain any necessary permits in connection with its use of the Premises.

Furthermore, Permittee shall comply with all acquisition and development grant obligations existing at the time of this Agreement.

15. **DAMAGE and REPAIRS -** Permittee shall make repairs to the Premises resulting from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Premises.

16. **INSPECTION of PREMISES -** Permitter and Permitter's agents and employees shall have the right at all reasonable times and upon forty-eight (48) hours written advance notice during the term of this Agreement, and any renewal thereof, to enter the Premises for the purposes of making any inspections,

repairs, additions, or alterations as may be deemed appropriate by Permitter for the preservation of the Premises.

17. **INDEMNIFICATION -** Permittee hereby covenants and agrees to indemnify and save harmless, the State of Michigan, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this Agreement; (2) the activities authorized by this Agreement; and (3) the use or occupancy of the Premises which are the subject of this Agreement by the Permittee, its employees, contractors, or its authorized representatives.

18. **LIABILITY** – Permittee hereby releases, waives, discharges and covenants not to sue the State of Michigan, its departments, officers, employees and agents, from any and all liability to Permittee, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of Permittee, its officers, employees or agents, in reference to the activities authorized by this Agreement not resulting from the negligence or intentional misconduct of Permitter, its officers, agents and employees.

    Permittee shall report to the Permitter any incident that may result in personal injury or property damage. Permittee shall make complete reports in writing to the Permitter on forms provided by Permitter (see **Attachment D**) within twenty-four (24) hours of any such incident. Incidents resulting in serious personal injury, death, or property damage estimated to exceed $100 are to be reported to the Permitter immediately, by telephone or in person. A written report is to follow as described above.

19. **INSURANCE:** Permittee shall provide certificates of insurance listing **the State of Michigan, its departments, boards, agencies, commissions, officers, and employees as additional insureds**, to Permitter within thirty (30) calendar days following the execution and delivery of this Agreement to Permittee, and every year thereafter, for the following insurance coverage. The insurance policies shall provide that they may not be modified, canceled, or allowed to expire without thirty (30) days' prior written notice given to Permitter.

    A. Permittee shall obtain General Liability Insurance, naming Permitter, its officers and employees as additional insureds and protecting against all claims, demands, suits, actions or causes of action and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Premises, or arising in connection with or as a direct or indirect result of the Permittee's use and occupancy of the Premises or its exercise of the right and privileges granted in the Agreement. Permittee agrees to maintain a minimum policy limit, in the amount of:

        $ 500,000 per occurrence for property damage
        $1,000,000 per occurrence for bodily injury
        $2,000,000 aggregate

    B. Permittee covenants that it will, during the continuance of the term of this Agreement, keep the buildings and improvements now or hereafter located on the Premises, insured by an insurance company or companies that has a

rating of A- (A minus) or better, as listed by AM Best Co., against loss or damage for all risks as are currently embraced in the standard extended coverage endorsement in the State of Michigan, and in an amount equal to the full replacement value of said buildings and improvements.

C. As required by law, Permittee shall obtain Workers' Compensation Insurance for Permittee's employees' claims under Michigan Workers' Compensation Act or similar employee benefit act or any other state act applicable to an employee, along with Employer's Liability Insurance for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when Workers Compensation may not be an exclusive remedy, subject to a limit of liability of not less than $100,000 each accident.

D. As required by law, Permittee shall maintain automobile no-fault coverage.

E. Permitter reserves the right to reassess the minimum policy limits requirement set forth above every five (5) years, or as determined necessary by Permitter.

20. NON-DISCRIMINATION - Permittee, its agents, employees and subcontractors shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453 as amended, MCL 37.2101 *et seq.*; MSA 3.548 (101) *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101; MSA 3.550 (101) *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 Agreement, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his/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. Permittee agrees to include in every subcontract entered into for the performance of this Agreement, this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

21. UNFAIR LABOR PRACTICES - Permittee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*; MSA 17.458 (21) *et seq.* Under Section 4 of 1980 PA 278, MCL 423.324, the State may void a Contract, Lease, or Operating Agreement, if after award, the name of the Permittee as an employer or the name of a Subcontractor, manufacturer, or supplier of Permittee appears in the register.

22. DISPUTES - Except as otherwise provided for in this Agreement, any dispute among any multiple Permittees that have executed Leases or Operating Agreements with Permitter to maintain and operate portions of the contiguous Premises, that concern obligations and benefits arising under this Agreement, which is not disposed of by this Agreement, shall be decided by Parks and Recreation Division (PRD) Chief, who shall make a written decision and mail or otherwise furnish a copy of the decision to all of the parties.

A. The written decision of the PRD Chief provided for above shall be binding upon the parties and shall constitute a final decision of the agency.

B. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for in the dispute subparagraph above. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative or board on the question of law.

23. CANCELLATION -

A. Permitter may cancel this Agreement provided Permittee is notified in writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur:

1) The Premises are no longer being used for the purposes identified in this Agreement.

2) Permittee provided Permitter with information, in its application for this Agreement or at any time during the Agreement term, that was false or fraudulent.

3) Permittee fails to perform any of its obligations under this Agreement, and such failure is not cured within ninety (90) calendar days after written notice of default to Permittee.

4) Permittee or any subcontractor, manufacturer or supplier of Permittee appears in the register compiled by the Michigan Department of Labor and Economic Growth, pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.*; MSA 17.458 (21) *et seq.* (Employers Engaging in Unfair Labor Practices Act). This covenant is cross-referenced in Section 21.

B. Either Party may cancel this Agreement provided the other Party is notified, in writing, at least ninety (90) days prior to the effective date of cancellation, if Permitter deems cancellation is in the best interest of the State of Michigan or County of Otsego.

C. Permitter may also cancel this Agreement for non-appropriation of funding. The Michigan Constitution prohibits spending money out of the State Treasury without a valid appropriation. Permittee may cancel this Agreement for non-appropriation of funding by the Otsego County Board of Commissioners.

24. QUIET ENJOYMENT - Upon payment of the contract fee and the performance of the conditions outlined herein, Permittee may peacefully and quietly have, hold, and enjoy the Premises, provided that the use of the Premises by Permittee is maintained open to the general public.

25. RESERVATION - Permitter reserves the right to grant rights-of-way and easements of any kind and nature over and across said Premises and to grant or exercise all other rights and privileges of every kind and nature not herein specifically granted.

26. HOLDOVER TENANCY - If Permittee remains in possession of the Premises after the natural expiration of this Agreement, with the consent of Permitter but without a renewal of this Agreement, pursuant to Section 9, a new tenancy from year-to-year shall be created between Permitter and Permittee. The new tenancy shall be subject to all of the terms and conditions of this Agreement, except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

27. **NOTICES** - Any notice(s) to Permitter or to Permittee required by this Agreement shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail, return receipt requested. Unless either party notifies the other in writing of a different mailing address, notices to Permitter and Permittee shall be transmitted to the addresses listed below:

To PERMITTER:

Land Administering Division (LAD)

State of Michigan
Department of Natural Resources
Chief, Parks and Recreation Division
PO Box 30257
Lansing, MI 48933

and LAD Administrator

State of Michigan
Parks and Recreation Division
Gaylord Customer Service Center
1732 M-32 West
Gaylord, MI 49735

Attn: Northern Lower Trails Coordinator
(989) 732-3541

TO PERMITTEE:

Otsego County
225 West Main
Gaylord, MI 49735

Attn: Rachel Frisch, CPA
(989) 731-7520

and Permittee Alternate

28. **NOTICES – EFFECTIVE TIME/DATE** - Notices shall be deemed effective as of 12:00 noon, Eastern Standard Time (EST) on the third (3rd) business day following the date of mailing, if sent by mail. Business day is defined as any day other than a Saturday, Sunday, or legal holiday. A receipt from the U.S. Postal Service, or comparable agency performing such function, shall be conclusive evidence of the date of mailing.
29. **INTERPRETATION** - This Agreement shall be interpreted in accordance with the laws of the State of Michigan.
30. **NO UNNAMED ENTITIES/ PARTNERS** - Permittee covenants that there are no unnamed entities or partners having authority over the operation or management of the Premises and further represents that Permittee is the only entity responsible for carrying out Permittee's responsibilities.
31. **MODIFICATION** – This Agreement shall not be modified by or interpreted by reference to any course of dealing or usage of trade and shall not be modified by any course of performance. No modifications of this Agreement are effective unless in writing, signed by the parties, and executed in the same manner as this Agreement was originally executed. A party may waive or release the other party's breach or default only in writing.

32. **SEVERABILITY -** Should any provision of this Agreement, 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 Agreement, and such action shall not affect the enforceability of the remaining provisions of the Agreement.

33. **GOVERNING LAW** – This Agreement is governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising under this Agreement must be resolved in the Michigan Court of Claims.

34. **REQUIRED APPROVALS -** This Agreement shall not be binding or effective on either party until executed (and witnessed and notarized as necessary) by Permitter and Permittee.

35. **WAIVER OF DEFAULT** – The failure of a party to insist upon strict adherence to any term of this Agreement does not deprive the party of the right to insist upon strict adherence to that term, or any other term, of this Agreement.

36. **ENTIRE AGREEMENT AND ENCLOSURES -** This Agreement 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 Agreement was originally executed. This Agreement supersedes all proposals or other prior agreements and all other communications between the parties relating to this transaction.

The said Permitter, by its DIRECTOR, has signed and affixed the seal of the State of Michigan by virtue of action taken by Permitter on _____, 2019, and Permittee has signed and affixed its seal the day and year written below.

ACKNOWLEDGEMENT BY PERMITTER

CHIEF, PARKS AND RECREATION DIVISION
DEPARTMENT OF NATURAL RESOURCES
THE STATE OF MICHIGAN

By:_____
Ronald A. Olson, Chief

STATE OF MICHIGAN)
) §.
County of Ingham)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Ronald A. Olson, Chief, Parks and Recreation Division.

PREPARED BY:
PARKS AND RECREATION DIVISION
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
8717 N. ROSCOMMON ROAD
ROSCOMMON, MI 48653

_____
DIANE MARIE MUNSON, Notary Public
State of Michigan, County of Oakland
My Commission Expires: 07/04/2022
Acting in Ingham County

ACKNOWLEDGEMENT BY PERMITTEE

PERMITTEE:

By: **Rachel Frisch, CPA**
Permittee's Printed Name

_____
Permittee's Signature

STATE OF)
) §.
County of)

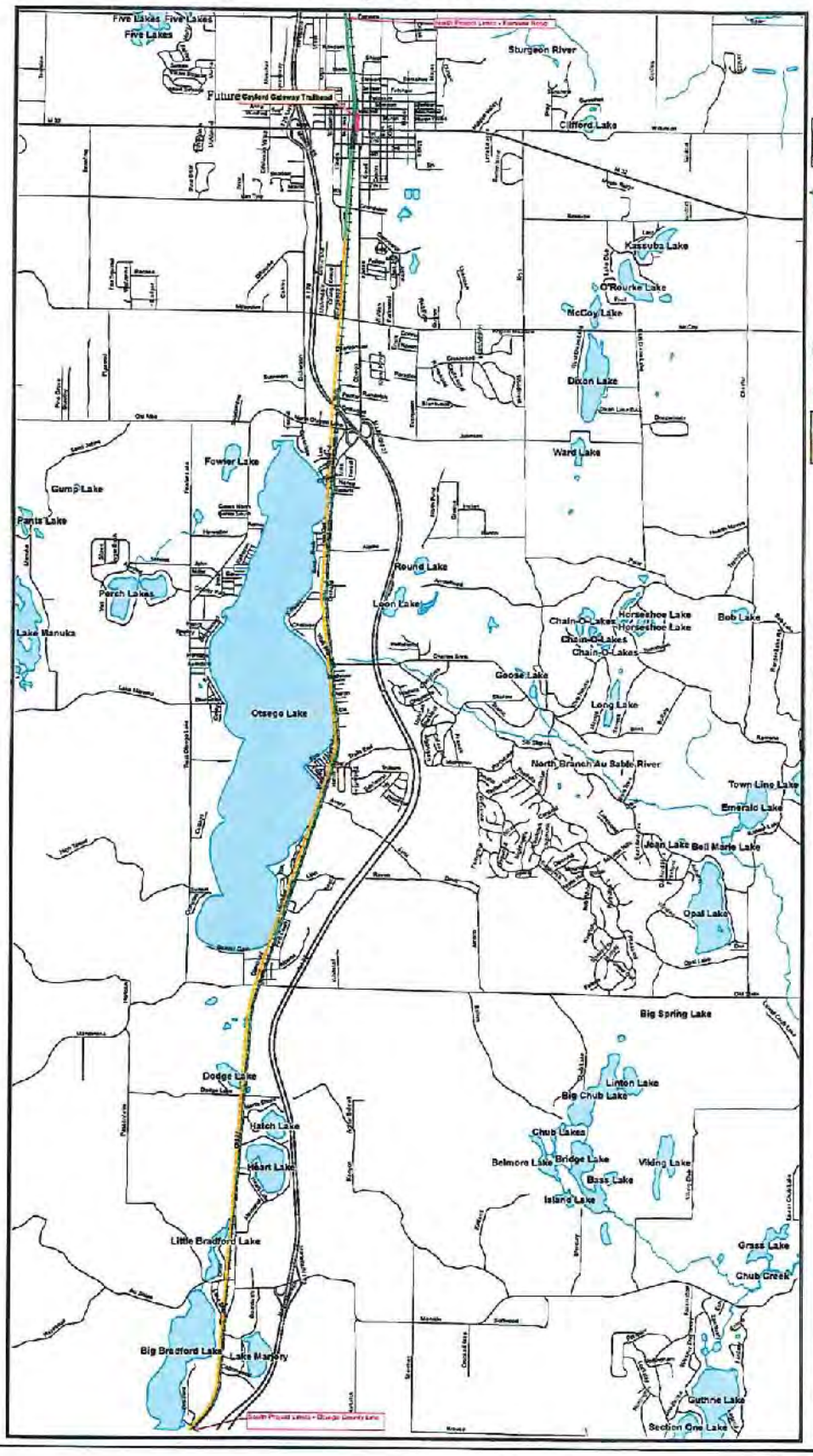
The foregoing instrument was acknowledged before me this_____day of _____, 2019, by

_____
Notary Signature

Notary Public, _____County
Acting in _____County
My Commission Expires: _____

ATTACHMENT A

Otsego County Iron Belle Trail



Legend

Otsego County

MDOT

Bagley Township Otsego Co., MI

GAYLORD The Alpine Village

OTSEGO LAKE TOWNSHIP

c2ae

PROPOSED CONCEPT PLAN

Otsego County Iron Belle Trail

Otsego County Iron Belle State

- 12.5 miles of new surface trail along railroad corridor in Otsego County
- 1.3 miles of new surface trail within Gaylord City limits.
- 11.2 miles of new surface trail elsewhere throughout County

ATTACHMENT B

Linear Trail Maintenance

- The trail corridor shall provide a quality year around recreational experience for a wide variety of non-motorized trail uses, including hikers, bicyclists, cross-country skiers, joggers, equestrians, and those using wheelchairs.

- Coordination and supervision of the trail, the consistent and uniform management of the trail with neighboring local units of government.

- Normal operations include, providing an active presence on the trail, removing nuisance trees or shrubs and preventative maintenance measures.

- The trail shall be operated in a sustainable manner which will reduce or minimize conflicts, among both the various trail users themselves and between the users and adjacent property owners.

- The Lessee's on the **Otsego County Iron Belle** Trail will publicize and post their organization and telephone number(s) as the agency responsible for the trail.

- The trail shall be operated to complement and coordinate with local, regional, and state recreational goals and open space facilities both public and privately owned, which may include, but is not limited to, the paving of the trailway, the construction of the trailhead, parking, road crossings, restrooms, connection to other public/park lands and other connections to pedestrian ways, and creation of a public outdoor recreation area with skate/BMX park, basketball and volleyball courts, horse hitching area, picnic area and other public amenities and recreation facilities.

- Trail operational use shall contribute to protect State natural resources, provide for public enjoyment, and promote safety and add to the fulfillment of local, regional and statewide tourism and commerce goals.

- Camping will not be allowed in the trail corridor.

- Due to the long linear and narrow configuration of a trail, the trail corridor shall remain closed to hunting and trapping. Carrying of unloaded firearms and bow hunting gear within the corridor will be allowed.

- Development of the linear trail shall be in compliance with PA Act 451 of 1994, Part 721, Michigan Trailways.

ATTACHMENT C

Michigan Department of Natural Resources

www.michigan.gov/dnr

MICHIGAN MOTORIZED TRAIL MAINTENANCE AND SIGNING HANDBOOK

Guidelines for Signing and Maintenance of Snowmobile Trails and Off-Road Vehicle (ORV) Trails

Trails System and Services Section
Parks and Recreation Division

IC3602 (Rev. 05/16/2018)

MICHIGAN DEPARTMENT OF NATURAL RESOURCES MISSION STATEMENT

"The Michigan Department of Natural Resources is committed to the conservation, protection, management, use and enjoyment of the State's natural and cultural resources for current and future generations."

NATURAL RESOURCES COMMISSION STATEMENT

The Natural Resources Commission (NRC), has the exclusive authority to regulate the taking of game and sportfish, and is authorized to designate game species and authorize the establishment of the first open season for animals. The NRC holds monthly, public meetings throughout Michigan, working closely with its constituencies in establishing and improving natural resources management policy.

The Michigan Department of Natural Resources provides equal opportunities for employment and access to Michigan's natural resources. Both State and Federal laws prohibit discrimination on the basis of race, color, national origin, religion, disability, age, sex, height, weight or marital status under the U.S. Civil Rights Acts of 1964 as amended, 1976 MI PA 453, 1976 MI PA 220, Title V of the Rehabilitation Act of 1973 as amended, and the 1990 Americans with Disabilities Act, as amended.

If you believe that you have been discriminated against in any program, activity, or facility, or if you desire additional information, please write: Human Resources, Michigan Department of Natural Resources, PO Box 30028, Lansing MI 48909-7528, *or* Michigan Department of Civil Rights, Cadillac Place, 3054 West Grand Blvd, Suite 3-600, Detroit, MI 48202, *or* Division of Federal Assistance, U.S. Fish and Wildlife Service, 4401 North Fairfax Drive, Mail Stop MBSP-4020, Arlington, VA 22203.

For information or assistance on this publication, contact the Parks and Recreation Division, Michigan Department of Natural Resources, PO Box 30257, Lansing, MI 48909-7757.

This publication is available in alternative formats upon request.

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INTRODUCTION

The Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, mandates the Michigan Department of Natural Resources (DNR) to develop and provide facilities for outdoor recreation. Including snowmobile and off-road vehicle (ORV) trails. The DNR is responsible for assuring the motorized trail system is appropriately signed.

The purpose of posting trail signs is to control and regulate the flow of traffic, inform users of trail characteristics, and provide information necessary for a safe and enjoyable experience.

This handbook is intended to assist trail sponsors, DNR, United States Department of Agriculture, and Forest Service employees with trail signing responsibilities in developing trail facilities. Proper trail signing is for the benefit and convenience of the public.

GENERAL GUIDELINES

- All trail signs shall conform to the guidelines and principles of the Manual on Uniform Traffic Control Devices (MUTCD) https://mutcd.fhwa.dot.gov/ and the Sign and Poster Guidelines for the Forest Service https://www.fs.usda.gov/Internet/FSE_DOCUMENTS/stelprd3810021.pdf
- Before you dig contact MISS DIG 811- IT IS THE LAW! http://www.missdig.org/
- All trail signs shall be reflective.
- Signs that are located on an improved shared use trail may use metal signs with reflective lettering. Signs will be available at regional offices as needed.
- All trail signs shall be placed on wooden posts no larger than 4 x 4 inches, flexible composite type posts or "yielding" type metal posts as defined in the MUTCD. Posts shall be appropriate for sign holding purposes. Signs that are being replaced on an improved shared use non-motorized/snowmobile trail shall use the same type of post that previously existed.
- All regulatory and warning signs shall have a minimum size of 18 inches.
- All signs shall be placed on the right side of the trail. Exception to this guideline will be discussed in the handbook.
- The minimum sign height is 5 feet from the ground measured to the bottom of the sign (exception ORV reassurance markers).
- Signs and posts should be placed no more than 3 to 5 feet from the **right side** of the trail or groomed surface.
- All signs placed on state funded trails shall be approved by the DNR.
- Signs provided by the DNR are to be used only on designated state funded trails and facilities.
- Signs not needed for the safe use of a trail during the non-snowmobiling season may be taken down at the end of each season. Signs may be left up at the discretion of the land owner. If a sign is removed the post shall also be removed.
- Avoid overuse of all signs.
- **NO** other signs are to be placed on the STOP sign. The only exceptions are for confidence markers approved by the DNR on the BACK of the post visible to oncoming traffic. Road identification signs may be placed on the front of the post below the stop sign.
- **NO** signs shall be placed in between the STOP AHEAD and STOP signs. The only exception would be the LARGE DIRECTIONAL ARROW sign between the STOP and STOP AHEAD Signs as needed, see illustration pages 20 and 31.

- If two signs are placed on one post, the sign with the message of highest importance shall be placed on top.
- Brush shall be removed from around all signs to ensure clear visibility in all seasons and from all reasonable angles.
- No signs shall be placed on utility poles. Object markers may be placed if within one foot of the groomed trail and with permission of the utility company.
- No signs shall be posted on trees on state trails.

MEANING OF STANDARD, GUIDANCE, OPTION, AND SUPPORT

In this handbook sections dealing with design and application of traffic control devices the words "Standard," "Guidance, "Option," and "Support" are used to describe specific conditions concerning the use of signs. To clarify the meanings intended in this handbook the following definitions are given and are based on the MUTCD.

Excerpt:

1. Standard - a statement of required, mandatory or specifically prohibitive practice regarding a traffic control device. All standards are labeled, and the text appears in bold type. The verb "shall" is typically used. Standards are sometimes modified by Options.
2. Guidance - a statement of recommended but not mandatory practice in typical situations. All Guidance statements are labeled, and the text appears in un-bold type. The verb "should" is typically used. Guidance statements are sometimes modified by Options.
3. Option - a statement of practice that is a permissive condition and carries no requirement or recommendation. Options may contain allowable modifications to a Standard or Guidance. All Option statements are labeled, and the text appears in un-bold type. The verb "may" is typically used.
4. Support - an informational statement that does not convey any degree of mandate, recommendation, authorization, prohibition or enforceable condition. Support statements are labeled, and the text appears in un-bold type. The verbs "shall," "should," and "may" are not used in Support statements.

Standard:
This handbook describes the application of traffic control devices but shall not be a legal requirement of their installation.

TRAIL CLEARANCE STANDARDS

- **Trails/routes shall be cleared of brush, branches, and obstructions within dimensions according to the diagrams under illustrations at the back of this manual.**
- **ORV trails include three categories: *Motorcycle Trails* are to be cleared to 24 inches width at ground level and 40 inches at handlebar level up to 8 feet. *ATV Trails* are to be cleared to 50 inches width up to 8 feet. *ORV Routes* are to be cleared to 72 inches width up to 8 feet.**
- **Snowmobile trails are to be cleared to a minimum groomed surface width of 8 feet, with a width of 12 feet to 16 feet desirable and a minimum height of 12 feet above the expected groomed trail snow depth.**
- **Each program (ORV and Snowmobile Trail Grant Sponsors) is responsible for meeting the highest common denominator for Trail Clearance Standards.**
- **Clear trails of all trees, brush, stumps, and rocks within one foot of either side of the groomed surface. The trail sponsor is responsible for removing all obstructions located within the above clearance specifications. No brush or debris shall protrude into the trail so that they may cause injury. Trees, logs, foliage, branches, brush and other debris shall be pruned back flush to the main branch, trunk, or cut flush with ground level. Fallen trees and logs shall be removed to maintain specified trail width. Ground logs shall be cut "bucked" at 30 degrees, or as otherwise directed by the jurisdictional agency. All debris resulting from the clearing activity shall be removed from the trail and disposed of in a manner that will not cause harm. The trail sponsor shall brush all trail intersections to maintain clear view of all traffic control devices.**

Guidance:

- Cut branches flush with the trunk or main branch as not to leave projecting pickets.

Support:

- Personal Protective Equipment (PPE) is recommended when operating equipment.
- Cutting during dormant season and disinfecting tools for reducing the spread of invasive species is recommended.

AUTHORIZED TRAIL SIGNS

TRAIL REASSURANCE MARKERS

Support:
Trail reassurance markers are essential to identify designated state motorized trail facilities.

Guidance:

- No signs shall be posted on trees on state trails.
- When ORV trails, routes, and Snowmobile trails are combined, confidence markers for each will be posted at regular spacing intervals and appropriately on directional arrows. Snowmobile will be above ORV on multi-use trails.
- Trail reassurance markers and travel management signs should be used to designate all state funded motorized trail facilities. All trail reassurance markers and travel management signs should be installed on wooden posts not larger than 4 x 4 inches or on approved flexible type composite posts.

- Combination Snowmobile and ORV routes shall utilize plastic backed reassurance markers placed under snowmobile reassurance marker and stand-alone ORV trail and routes shall utilize decals on composite posts as provided by the DNR.
- All trailheads should have travel management signs clearly displayed and follow the responsible agencies manual direction on proper wording, icons, abbreviations, and layout/design.

SNOWMOBILE TRAIL REASSURANCE MARKER

Standard:

Snowmobile trail reassurance markers are 9 x 7 inches, reflectorized orange diamonds. A diamond marker is used to reassure the snowmobiler that they are on a designated snowmobile trail or community snowmobile route.

Guidance:
Snowmobile trail reassurance markers should be placed at intervals of 1/4 to 1/2 mile along the trail, except on multi-use linear trails where they can be placed at ½ mile intervals. On improved multi-use non-motorized trails, it is suggested that the markers be co-located on the existing mile marker posts (under the mile number)

Option:
Snowmobile trail reassurance markers may be placed at closer intervals on both sides of the trail when entering, leaving or crossing open areas or farm fields to identify a clear line-of-sight trail corridor.

SNOWMOBILE TRAIL NUMBER MARKER

Snowmobile trail number markers are 9 x 7 inches, reflectorized orange diamonds with black trail numbers. This marker is used to inform the snowmobiler of the specific trail they are on.

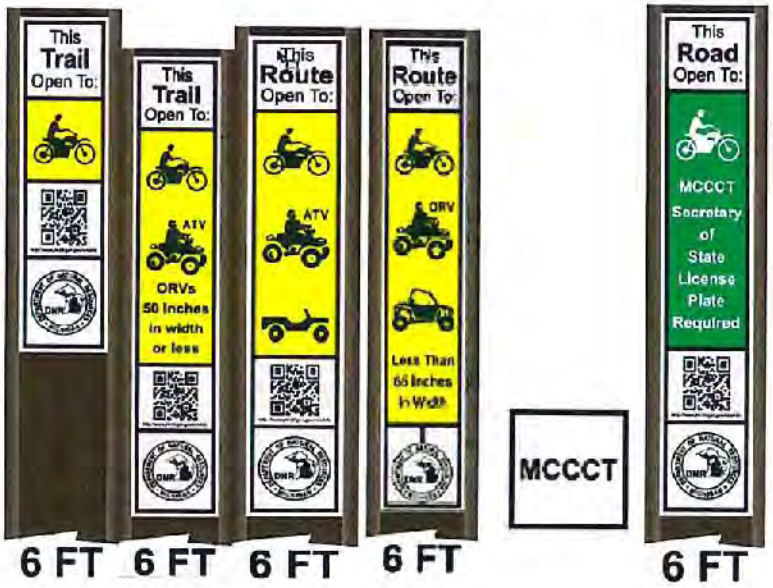
Guidance:
Snowmobile trail number markers should be spaced at approximate two-mile intervals along the trail. The snowmobile trail number markers should correspond to maps showing the same trail numbers. This marker should also be used at all trail junctions and intersections, and should be posted within a clear sight distance from the junction or intersection.

SNOWMOBILE COMMUNITY ROUTE MARKER

Snowmobile community route markers are 5 x 7 inches, reflectorized green diamonds with white borders. This marker is used to inform the snowmobiler of local snowmobile routes within a community.

Guidance:
Snowmobile community route markers should only be used within the limits of cities, towns, and villages to designate locally approved community snowmobile routes.

OFF-ROAD VEHICLE (ORV) TRAIL AND ROUTE REASSURANCE MARKERS



Standard:

1. **ORV trail and route reassurance marker icons shall be 3 x 3 inches, displayed vertically at various lengths, reflective black on yellow using federal recreational symbols.**
2. **To show the travel modes allowed, the words "Open To" shall be placed above the appropriate recreational symbol or combination of symbols.**
3. **ORV trail and route reassurance markers shall be placed on the same sign post as snowmobile trail reassurance markers on state trails designated for both motorized trail uses. The snowmobile trail reassurance marker shall be placed above the ORV trail or route reassurance marker for shared trails.**

Guidance:
ORV trail reassurance markers should be placed at intervals of 1/4 mile along the trail or route. They should also be placed immediately beyond points of intersection with roads or other trails, within a clear sight distance from the intersection or point where the ORV operator is expected to stop.

Options:

1. In dense woods ORV trails may require more frequent line-of-sight reassurance marking interval.

(SPECIFICATIONS: From left to right in above illustration)

Motorcycle Trail Reassurance Marker

This sign shall be posted on designated state trails open to motorcycle travel where secretary of state license is not required.

- Mark trails at 1/4-mile intervals or 0.1-mile intervals in dense cover areas or as recommended by DNR.

Motorcycle / All-Terrain Vehicle (ATV) Trail Reassurance Marker

This sign shall be posted on designated state trails open to both motorcycle and ATV travel.

- Mark trails at 1/4-mile intervals or 0.1-mile intervals in dense cover areas or as recommended by DNR.

ORV Route Reassurance Marker

This sign shall be posted on designated state forest roads or other road open to ORVs of all sizes including but not limited to trucks, side-by-side utility vehicles (UTV), motorcycles, and ATVs.

- Mark routes at 1/4-mile intervals, however; on railroad grades, reassurance markers may be placed at ½ mile intervals.

Michigan Cross Country Cycle Trail (MCCCT) ORV Route Reassurance Marker

This sign shall be used in conjunction of other posted ORV reassurance markers on a state designated motorcycle/ATV route. Place stickers where needed over the QR code or under DNR or USFS logo on composite post to assure long distance riders that they are on the MCCCT.

MCCCT Road Reassurance Marker

This sign shall be posted on state designated county roads or other roads where a Secretary of State license is required.

- On designated ORV routes located on roads, reassurance markers may be placed at intervals of 1/2 mile along the Cycle Touring route.

Regulatory Signs

Standard:

Regulatory signs shall be used to inform trail users of selected traffic laws or regulations and indicate the applicability of the legal requirements.

Regulatory signs shall be installed at or near where the regulations apply. The signs shall clearly indicate the requirements imposed by the regulations and shall be designed and installed to provide adequate visibility and legibility to obtain compliance.

STOP SIGN

Stop signs are intended for use where trail traffic is required to stop.

Standard:
Stop signs shall be placed at all trail intersections with improved state roads, county roads, plowed roads or other locations that warrant stopping. Stop signs shall be placed only on the right side of the trail.

Guidance:

- **NO** other signs are to be placed on the STOP sign. The only exceptions are for confidence markers approved by the DNR on the BACK of the post visible to oncoming traffic. Road identification signs may be placed on the front of the post below the stop sign.
- Stop signs should be placed as close as possible to the intended stopping point.

Option:

1. Larger stop signs may be used.
2. Stop signs may be placed on both the right and left side of the trail, by exception for added emphasis. Exception to be approved by DNR.
3. Stop ahead signs may be used temporarily in an emergency situation where needed to inform riders of an upcoming temporary obstacle, i.e., washout, accident on trial, or large trail obstruction has occurred.
4. Diligent monitoring will be required, and signs removed when emergency situation is corrected.

YIELD SIGN

Yield signs should be used where trail traffic is required to yield to cross traffic.

Standard:
Yield signs shall be a used where trail traffic should be cautioned to slow down and be prepared to stop.

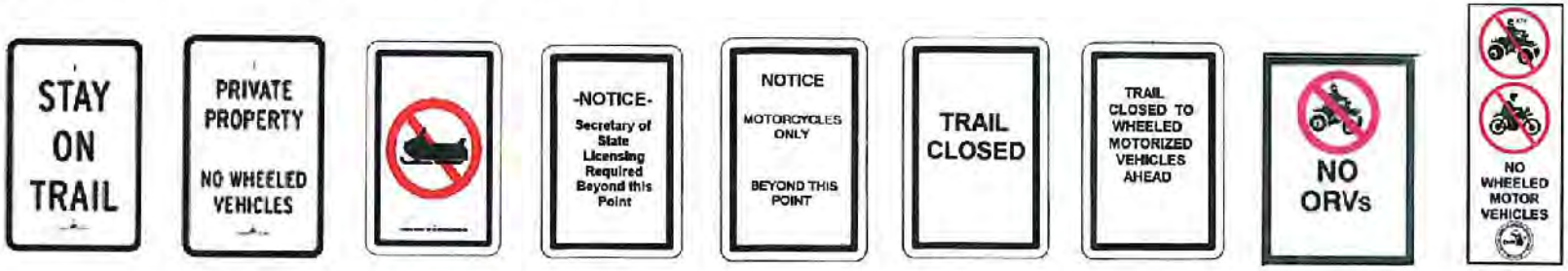
Guidance:
If used, yield signs should be used where cross traffic is present and a stop sign is not warranted

Option:

1. Larger yield signs may be used.
2. Yield signs may be used on ORV trails where they cross forest roads that have minimal use with approval of the DNR.
3. Yield signs may be used on heavily used driveways with approval of the DNR. In instances where there are multiple driveways within a relatively short distance, the Private Drives Ahead sign should be used in conjunction with a Yield sign.

Support:
The YIELD sign assigns right-of-way to traffic on certain approaches to an intersection. Vehicles controlled by a YIELD sign need to slow down or stop when necessary to avoid interfering with conflicting traffic.

REGULATORY/SELECTIVE EXCLUSION SIGNS



Regulatory and selective exclusion signs convey to the trail user specific restrictions on the trail, road or support facilities such as trailheads. Selective exclusion signs are typically 12 x 18 inches, reflective white signs with black lettering or symbols, or recreation symbol with red slash. Exception: 6 x 18-inch ORV selective exclusion signs may be used.

Support:
The figures above illustrate some examples of the use of the word text and prohibitive slashes.

Standard:
Regulatory and Selective Exclusion signs shall be used along or adjacent to the trail or road where there is a need to restrict use. Where it is necessary to indicate a restriction, word text or a red diagonal slash shall be used to indicate that an activity is prohibited.

STAY ON TRAIL SIGN
If used, Stay on Trail signs should be posted on designated state trails where there is demonstrated evidence of off-trail operation by motorized vehicles.

PRIVATE PROPERTY NO WHEELED VEHICLES SIGN
If needed, this sign should be posted on designated state snowmobile trails located on private property where public ORV operation is prohibited.

SNOWMOBILE PROHIBITION SIGN
If needed, this sign should be posted in locations where snowmobile operation is prohibited.

SECRETARY OF STATE LICENSING NOTICE SIGN
This sign shall be posted to emphasize when a street license from the Secretary of State is required. This sign shall be posted just prior to the point where the Michigan Cross County Cycle Trail (MCCCT) enters a public road upon which vehicular use requires such licensing.

Motorcycle Only Notice Sign

This sign may be posted to emphasize state trails designated and maintained for motorcycle use only.

Guidance:
If used, this sign should be posted at trailheads and road intersections as directed by the DNR.

Trail Closed Sign

This sign shall be posted on designated state trails that are temporally closed to public use.

Guidance:
If used, these signs will be furnished by the DNR.

Trail Closed to Wheeled Motorized Vehicles Ahead

This sign should be placed on state or federal land prior to the point where a designated state snowmobile trail enters private property where wheeled motorized vehicle use is prohibited.

Guidance:
If used, it is preferable to install this sign at an intersection where the trail user can turn or turn around prior to entering the private property where wheeled motorized use is prohibited.

No ORVs Sign

If needed, these signs should be posted in locations where ORV operation is prohibited. Examples of where this sign may be used include ORV damage restoration sites or nonmotorized trails where illegal ORV use is a continuous problem.

No Wheeled Motor Vehicles

On all snowmobile/non-motorized trail corridors which prohibit wheeled motorized use, this sign shall be placed on the back side of every stop sign.

Guidance:
If used, these signs shall be approved and furnished by the DNR.

Warning Signs

Support:
Warning signs call attention to unexpected conditions on or adjacent to a trail, and to situations that might not be readily apparent to trail users. Warning signs alert trail users to conditions that might call for a reduction of speed or an action in the interest of safety.

Guidance:
The use of warning signs should be kept to a minimum as the unnecessary use of warning signs tends to breed disrespect for all signs. In situations where the condition or activity is seasonal or temporary, the warning sign should be removed or covered when the condition or activity does not exist.

When used, warning signs should be placed to provide the trail user sufficient time to react to a hazard or unexpected condition.

STOP AHEAD SIGN

Standard:

1. **Stop Ahead signs shall be installed approximately 350 feet in advance of all Stop signs on all snowmobile trails and combined use ORV routes**
2. **Stop Ahead signs shall be placed on an approach to a Stop sign <u>that is not visible for a sufficient distance</u> to permit the trail user to respond to the stop sign on designated state ORV trails.**
3. **A STOP sign shall follow ALL Stop Ahead signs, but all STOP signs <u>may not</u> require a Stop Ahead**

Support:
Permanent obstructions causing limited visibility might include trail alignment or structures. Intermittent obstructions might include foliage and vegetation.

Guidance: For permanent obstructions, consult with DNR.

Option:

1. On ORV trails and routes, Stop Ahead signs may be used only in special cases for additional emphasis before a Stop sign, even when the visibility distance to the stop sign is satisfactory.
2. Stop Ahead sign may be used above the Trail-Railroad Grade Crossing Advance Warning signs when STOP is being used at the crossing.
3. Stop Ahead may be used above Sharp Turn, CHAS and intersection signs as long as the lower sign remains at 5'
4. Stop Ahead signs may be used temporarily in an emergency situation where needed to inform riders of an upcoming <u>temporary</u> obstacle, i.e., washout, accident on trail, or large trail obstruction has occurred.
5. Diligent monitoring will be required, and signs removed when emergency situation is corrected.

OBJECT MARKER

Object markers may be used to mark obstructions within or adjacent to the trail. Object markers are 6 x 24 inches, reflectorized yellow signs with black diagonal markings.

Support:
Object markers with stripes that begin at the upper right side and slope downward to the lower left side are designated as right object markers.
Object markers with stripes that begin at the upper left side and slope downward to the lower right side are designated as left object markers.

Standard:

1. **Object markers shall be used to mark the four (4) corners of a bridge located on designated trails. The inside edge of the marker shall be in line with the inner edge of the object, and the black diagonals shall always slope down and inward towards the trail.**
2. **When a potential hazard is located on one side of the trail, an object marker shall be placed on each side of the hazard with the black diagonals sloping down and inward towards the trail.**

Option:
Object markers may also be used to mark the ends of culverts, culvert headwalls, utility poles and guide wires or other obstructions within one foot of the trail.

SHARP TURN ARROW SIGN (LEFT AND RIGHT)

Sharp Turn Arrow (Left and Right) signs shall be used on snowmobile trails and combined use ORV routes to give notice of changes in horizontal trail alignment of 90 degrees or greater. These signs are not used to sign curves that may reach 90 degrees or greater over a longer distances. The key in determining whether a curve or turn is that a turn is an immediate change of direction.

Standard:

1. **The Sharp Turn Arrow (Left and Right) sign shall be installed approximately 350 feet in advance of all 90 degree or greater turns on snowmobile trails.**
2. **The Sharp Turn Arrow (Left and Right) sign shall be used in conjunction with the One-Direction (Left and Right) sign.**
3. **The Sharp Turn Arrow (Left and Right) shall not be used on corners or sweeping curves of less than 90 degrees.**

Guidance:
If used, Sharp Turn Arrow sign should be placed approximately 350 feet in advance of the turn and be visible for a sufficient distance to provide the snowmobile trail user with adequate time to react to the change in alignment. Snowmobile trail reassurance markers should also be placed within line of sight upon completion of the turn.
*see illustration page 22

COMBINATION HORIZONTAL ALIGNMENT/INTERSECTION SIGN (LEFT AND RIGHT)

Combination Horizontal Alignment/Intersection (Left and Right) signs may be used on snowmobile trails and combined use ORV routes to give notice of changes in horizontal trail alignment less than 90 degrees where an intersection occurs within or immediately adjacent to a turn. Examples include where a snowmobile trail exits a public roadway, power line right-of-way or other travel corridor open to vehicular traffic.

Standard:

1. **The Combination Horizontal Alignment/Intersection (Left and Right) sign shall be installed approximately 350 feet in advance of all turns where an intersection occurs within or immediately adjacent to a turn on snowmobile trails.**
2. **The Combination Horizontal Alignment/Intersection (Left and Right) sign shall be used in conjunction with the One-Direction (Left and Right) sign.**

Guidance:
If used, the Combination Horizontal Alignment/Intersection (Left and Right) sign should be placed where an intersection occurs within or immediately adjacent to a turn. It should be visible for a sufficient distance to provide the snowmobile trail user with adequate time to react to the change in alignment. Snowmobile trail reassurance markers should be placed within line of sight upon completion of the turn.

ONE-DIRECTION LARGE ARROW SIGN (LEFT AND RIGHT)

One-Direction Large Arrow signs (Left and Right) shall be used on snowmobile trails and combined use ORV routes to give notice of changes in horizontal trail alignment of 90 degrees or greater. One-Direction Large Arrow signs are 10 x 20 inches, yellow reflective sign with black arrow and border.

Standard:

1. **The One-Direction Large Arrow sign may be a horizontal rectangle with an arrow pointing to the left or right.**
2. **The One-Direction Large Arrow sign shall be installed on the outside of a turn in line with and at approximately a right angle to approaching traffic.**
3. **The One-Direction Large Arrow sign may be used in conjunction with the Turn Arrow (Left and Right) sign.**

Guidance:
If used, the One-Direction Large Arrow sign should be visible for a sufficient distance to provide the snowmobile trail and/or ORV user with adequate time to react to the change in alignment. The One Direction Large Arrow sign should be used in conjunction with Turn Arrow sign. Snowmobile trail and/or ORV reassurance markers should also be placed within line of sight upon completion of the turn. If used, the One-Direction Large Arrow sign should be rotated so that the arrow points in the appropriate direction, but NOT be posted upward or downward.

OFF-ROAD VEHICLE (ORV) DIRECTIONAL GUIDE ARROW SIGN

This is an 8 x 8-inch reflectorized white sign with black arrow and border. This sign may be used to direct ORV riders at trail junctions, intersections, 90 degree turns, and trailheads. This sign may be labeled "ORV TRAIL," "ORV ROUTE," "CYCLE TRAIL," or "MCCCT" according to which facility they apply. This label will be a 1 x 6-inch adhesive decal attached at the time of posting. Use of hand written legends is not acceptable.

Standard:

1. **The OFF-ROAD Vehicle (ORV) Directional Guide Arrow Sign shall be used on ORV 50" trails, motorcycle trails and some individual ORV routes.**

Guidance:

1. This sign may be used to direct ORV riders at trail junctions, intersections, turns, and trailheads.
2. If used, ORV Directional Guide Arrow signs should be rotated so that the arrow points in the appropriate direction, generally NOT be posted upward or downward. ORV Directional Guide Arrow signs may **only** be used in the upward position when used with the 1X6 label at intersections. When trails, routes and/or MCCCT are combined, directional arrows should be posted in the following hierarchy: Trail above Route, and Route above MCCCT.

SINGLE SIDE INTERSECTION SIGN (RIGHT OR LEFT)

This intersection sign should be used whenever there are designated snowmobile trails and combined use ORV route junctions from either the right or the left.

Standard:
Single Side Intersection signs shall be placed approximately 350 feet in advance of all single side intersections on all designated snowmobile and combined use ORV routes.

Guidance;
A Snowmobile Trail Number Sign reassurance marker should be placed at all trail junctions and intersections and should be posted within a clear sight distance from the junction or intersection. The Single Side Intersection sign should not be used when the designated snowmobile trail makes a T intersection with another trail or road, since a Stop and Stop Ahead sign would be used in this instance.

Option:
Congested area signs may be used at side trail intersections where traffic congestion warrants.
Snowmobile trail number markers may be placed on this sign to specify trail number direction.

CONGESTED AREA SIGN

Congested area signs may be used on snowmobile trails and combined use ORV routes in areas that require special precautions on the part of trail users.

Guidance:
If used, congested area signs may be used in cities, villages, towns or other locations where the occurrence of vehicular traffic, and/or pedestrians warrant slowing motorized vehicles to slow down. Congested area signs may also be used at staging areas, trailheads or other congregation points where traffic congestion warrants.

TRAIL-RAILROAD GRADE CROSSING ADVANCE WARNING SIGN

Trail-Railroad Grade Crossing Advance Warning signs is used on snowmobile trails and combined use ORV routes to give notice to all active railroad crossings.

Standard:
Except as noted in the option, the Trail-Railroad Grade Crossing Advance Warning sign shall be placed approximately 350 feet in advance of every active trail-railroad grade crossing. If the active trail-railroad grade crossing does not have any other warning device a Stop sign shall be placed at the crossing.

Option:

1. If the active trail-railroad grade crossing has standard "highway" warning lights and barricades or other traffic control device, the Trail-Railroad Grade Advance Warning sign may not be necessary.
2. STOP AHEAD sign may be used in conjunction with this sign underneath when STOP is being used at the crossing.

LOGGING AHEAD SIGN

Logging ahead signs may be used on trails to give notice to trail users of active logging operations along or adjacent to the trail.

Guidance:
Logging ahead signs should be used whenever an active logging operation is being conducted along, adjacent to or which crosses a trail. The sign should be placed at a reasonable distance in advance of the logging operation to allow trail user to react to conditions.

MIXED TRAFFIC SIGN

Mixed Traffic signs may be used where a state designated ORV trail or route share a road open to conventional highway traffic (i.e. where concurrent coincident use occurs simultaneously and is managed for mixed traffic). Mixed Traffic signs are 24 x 24 inches with a yellow reflective background and black recreational symbol, lettering, and border.

Standard:
Mixed Traffic signs shall be placed at the beginning of a road designated open to multiple modes of motorized travel.

PRIVATE DRIVE SIGN, PRIVATE DRIVES AHEAD SIGN, AND SUPPLEMENTAL PLAQUE

Private Drive and Private Drives Ahead signs may be used to warn trail users where driveways cross snowmobile trails and combined use ORV routes.

Guidance:
If used, Private Drive and Private Drives Ahead signs should be placed at a reasonable distance (suggested 350 feet) in advance of a driveway crossing to allow trail users to react to conditions. A Yield sign may be used at the individual crossing. However, in instances where there are multiple driveways within a relatively short distance, the Private Drives Ahead sign should be used in place of multiple Private Drive or Yield signs.

Option:
A supplemental plaque with legend NEXT XX MILES may be installed below a Private Drives Ahead sign.

WET AREA SIGN

This sign may be used in areas where low swampy areas adjacent to the trail do not freeze up. It should also be used in areas where early and late winter weather would cause wet holes or low spots on or adjacent to the trail.

NOTICE GROOMED SNOWMOBILE TRAIL

This sign may be used at trailhead, trail entrance locations, trail junctions and intersections as a courtesy reminder to non-snowmobile traffic who may be entering the trail unaware that it is a designated seasonal snowmobile trail.

GUIDE/INFORMATION SIGNS

SNOWMOBILE AND COMBINED USE (ORV) TRAILS AND ROUTES

INFORMATION ARROW/GUIDE SIGN

This is a 10 x 20-inch reflectorized orange sign with black arrowhead. This sign may be used for directing users to cities, towns, villages, and other points of interest. The name of the city, town, village or point of interest and mileage shall be stenciled, adhesive labeled, or painted on the sign. Use of hand written legends is not acceptable. Individual business names shall not be identified on this sign.

Guidance:
If used, Information Arrow/Guide signs should be placed along the trail to inform trail users of destinations such as cities, towns, and villages. When applicable, Information Arrow/Guide signs should be used in conjunction with Service Information signs. Service information signs are not necessary if wayfinding signs are in a place on multiuse (motorized/non-motorized) linear trails.

SERVICE INFORMATION SIGNS

Guidance:
Standard recreation symbols may be used to show gas, food, and lodging locations. These signs shall be reflectorized blue with white lettering and border and shall be 12 x 12 inches. Since these signs are for the information and convenience of the trail user, they should be used in conjunction with the Information Arrow/Guide sign and/or ORV Directional Guide Arrow sign. Service information signs are not necessary if wayfinding signs are in a place on multiuse (motorized/non-motorized) linear trails.

ROAD IDENTIFICATION SIGN (NOT A REQUIRED PROGRAM SIGN.)

Road Identification Signs may be used to identify roads at trail crossing points. This sign should be no larger than necessary for the road name or number but should not exceed 6 x 18 inches. The road name/number may be routed into wood or stenciled on sign approved sign backing. Use of hand written legends is not acceptable. Due to variation in road names around the state, the DNR will not furnish these signs. Material for constructing these signs will be considered under special maintenance grant requests and funded on a case by case basis if funds are available. If needed the road name signs shall be replaced using the same existing sign format on the trail system.

Guidance:
If used, these signs should be used to identify primary roads with regional significance. The sign may be placed on the same post of a Stop sign, as long as it is posted either below the Stop sign or on the back side of the Stop sign. Road Identification signs may be placed on a separate post.

SNOWMOBILE/ORV TRAIL SPONSOR RECOGNITION SIGN (NOT A REQUIRED PROGRAM SIGN.)

Trail Sponsor Recognition signs may be used on trails to acknowledge the trail sponsor responsible for maintaining the trail. These signs shall be reflectorized green with white lettering and border and shall be 12 x 18 inches.

Guidance:
If used, Trail Sponsor Recognition signs may be placed at trailheads, staging areas, and at locations along the trail where there is a change in trail maintainer responsibility.

ILLUSTRATIONS

LEGEND

Type of sign and orientation

Example:

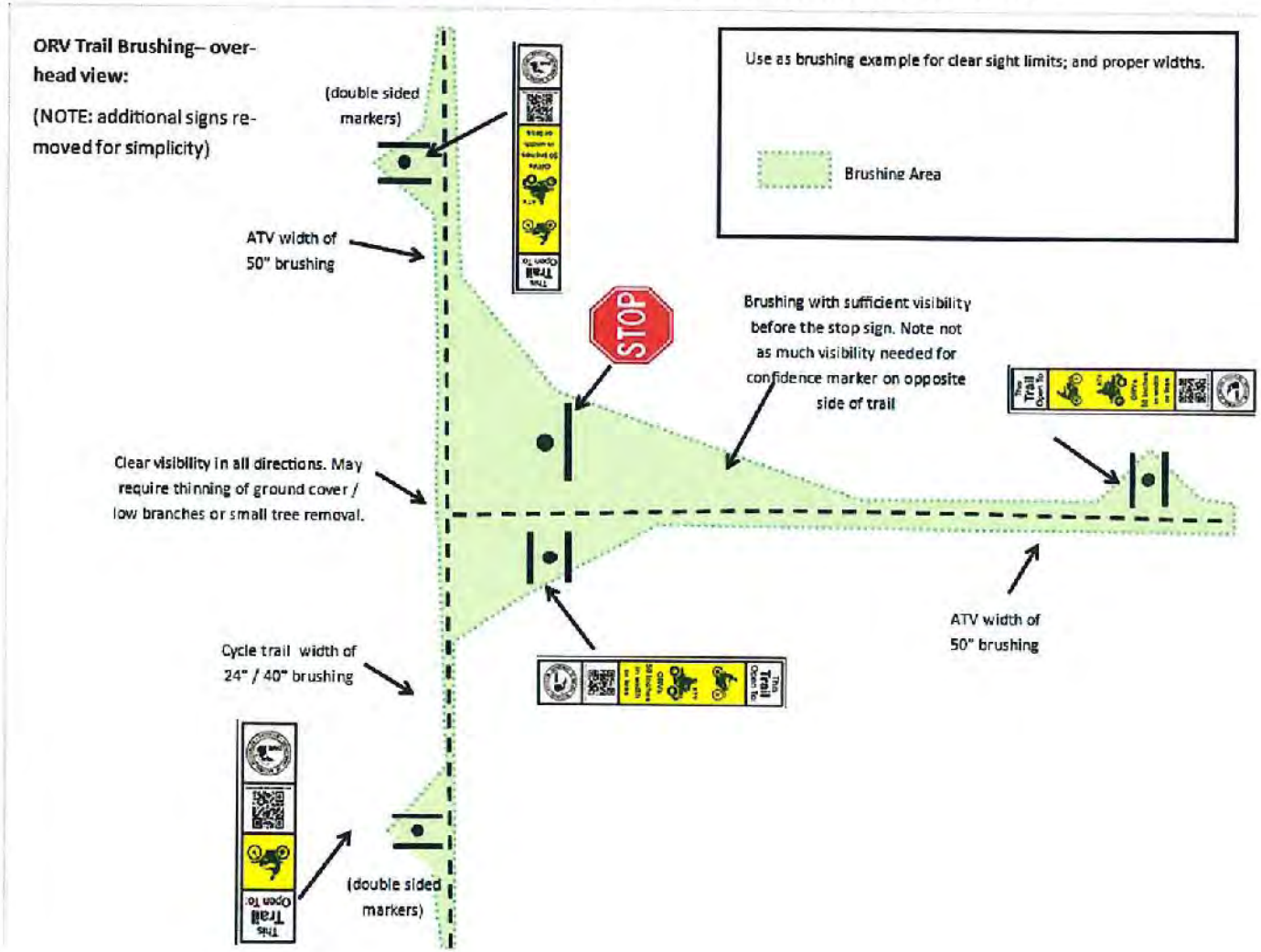
Plowed Road

Snowmobile Trail or ORV Trail / Route.

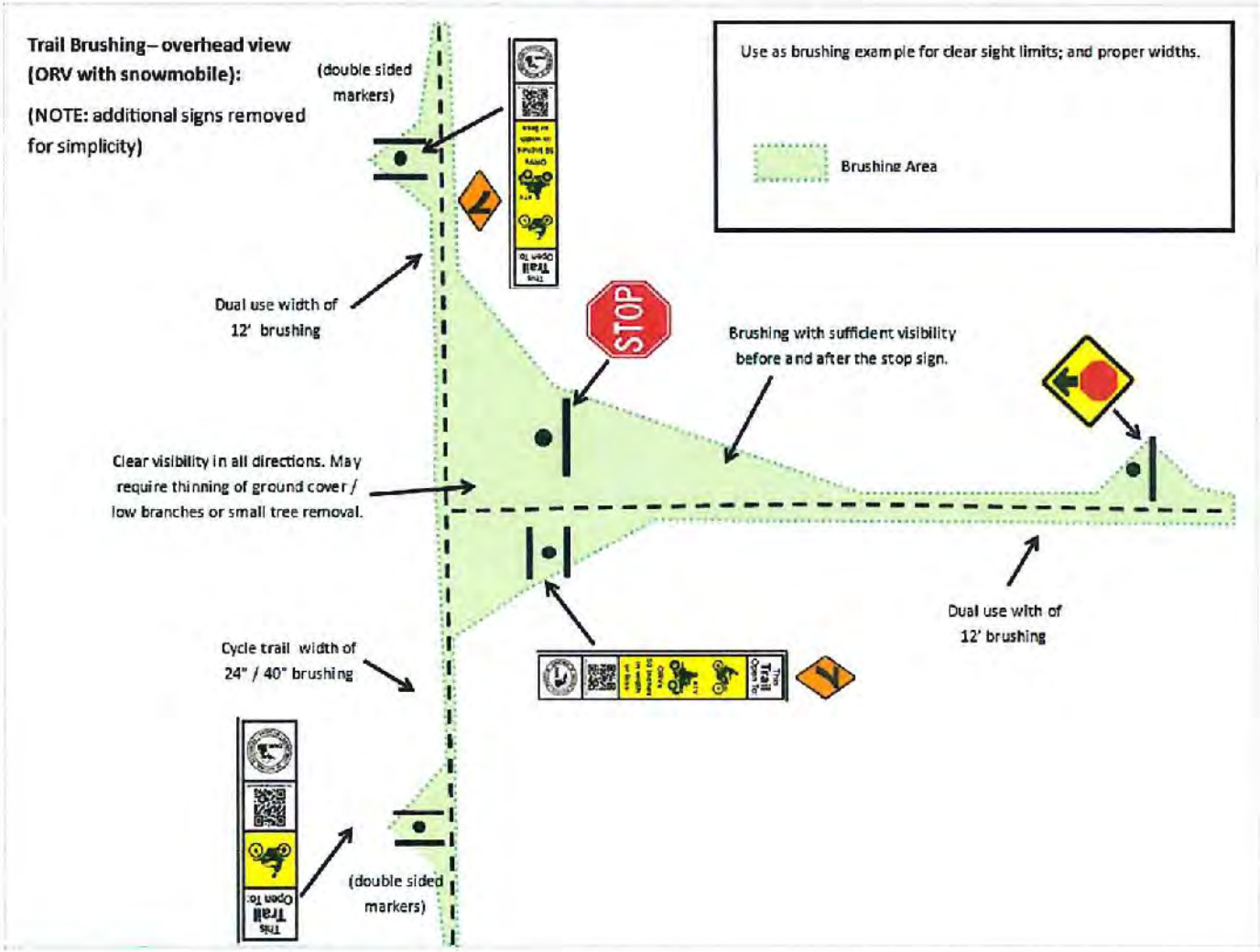
Road or Power Line

Note: Drawings are not to scale.

ORV TRAIL BRUSHING CYCLE TRAIL WIDTH AND ATV WIDTH

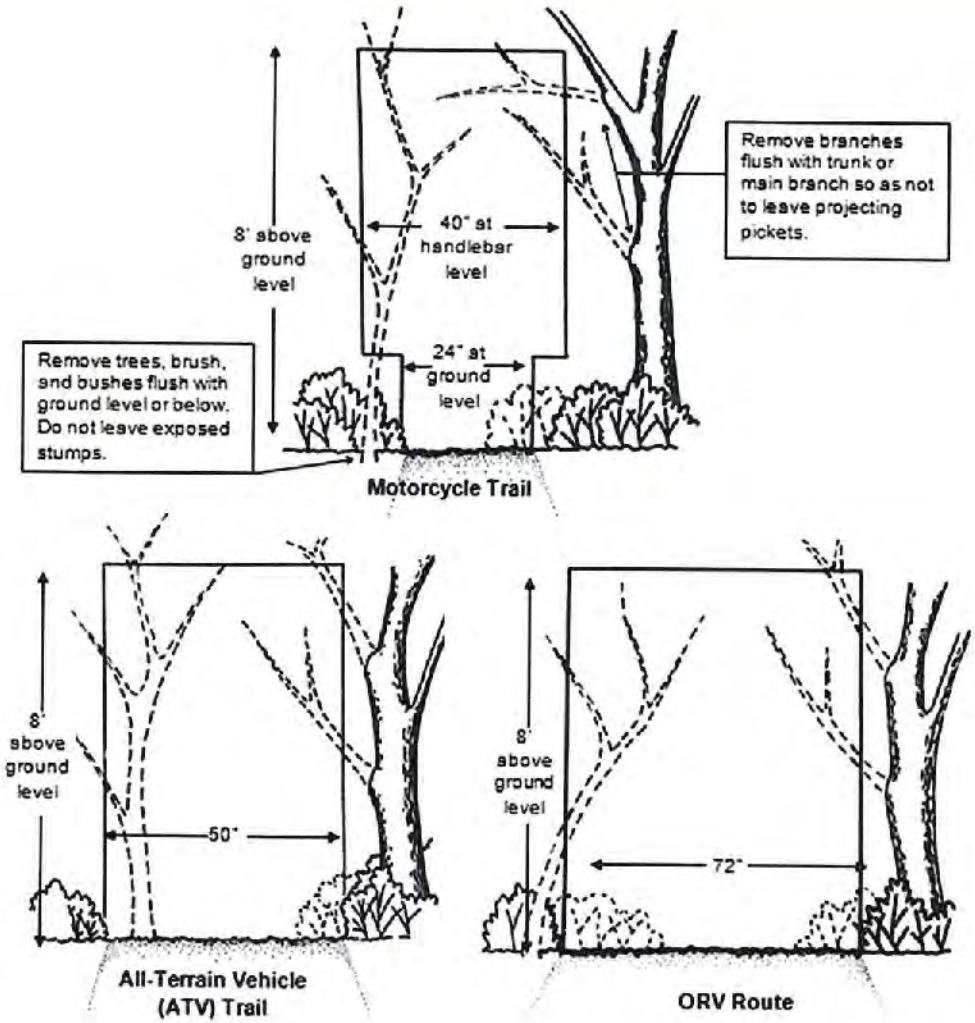


DUAL USE ORV AND SNOWMOBILE WIDTH

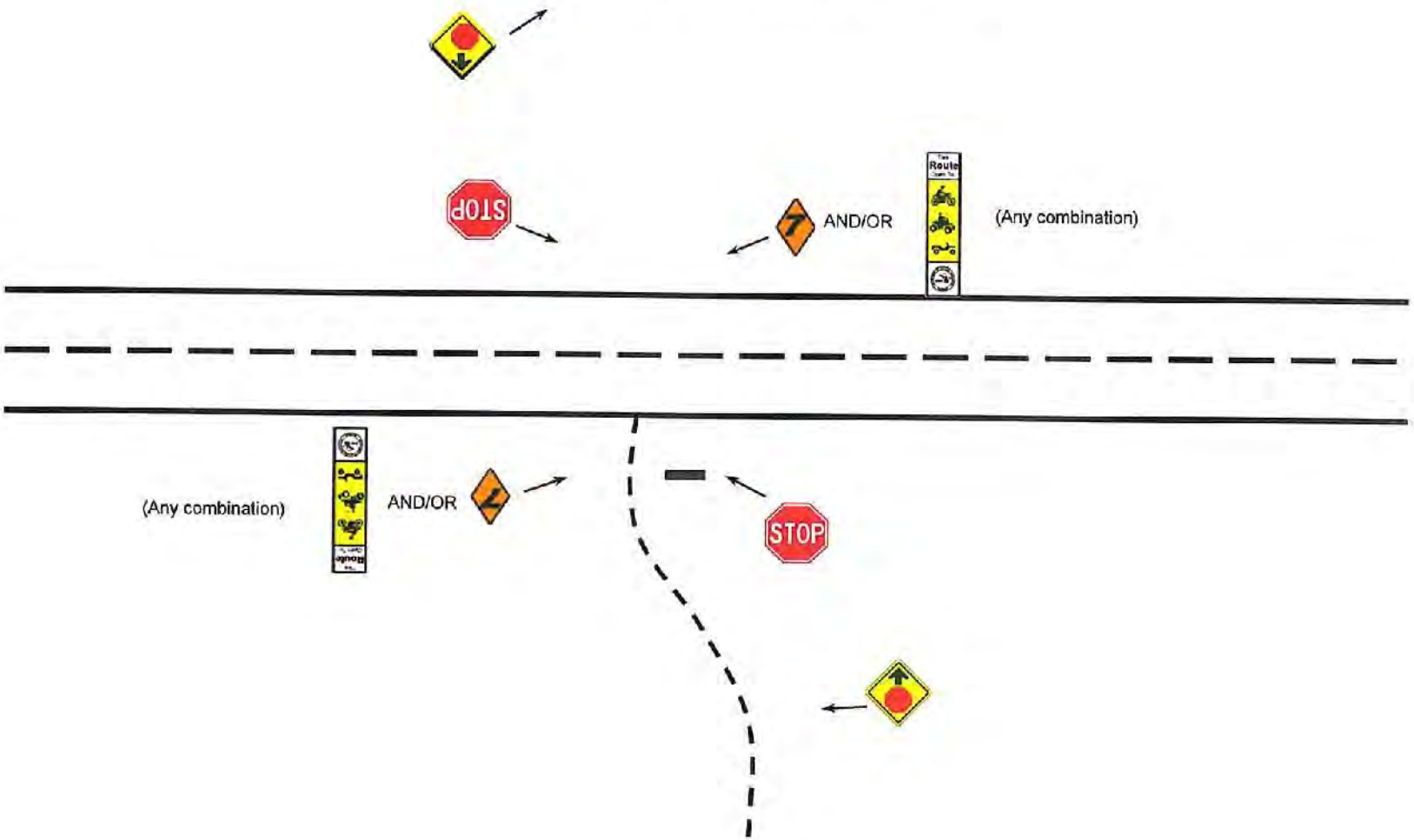


This illustration is in revision to include snowmobile trail designation. The new artwork will be included in the Fall 2018 release of this manual.

- **Snowmobile trails are to be cleared to a minimum groomed surface width of 8 feet, with a width of 12 feet to 16 feet desirable and a minimum height of 12 feet above the expected groomed trail snow depth.**
- **Each program (ORV and Snowmobile Trail Grant Sponsors) is responsible for meeting the highest common denominator for Trail Clearance Standards.**



TYPICAL TRAIL/ROAD CROSSING



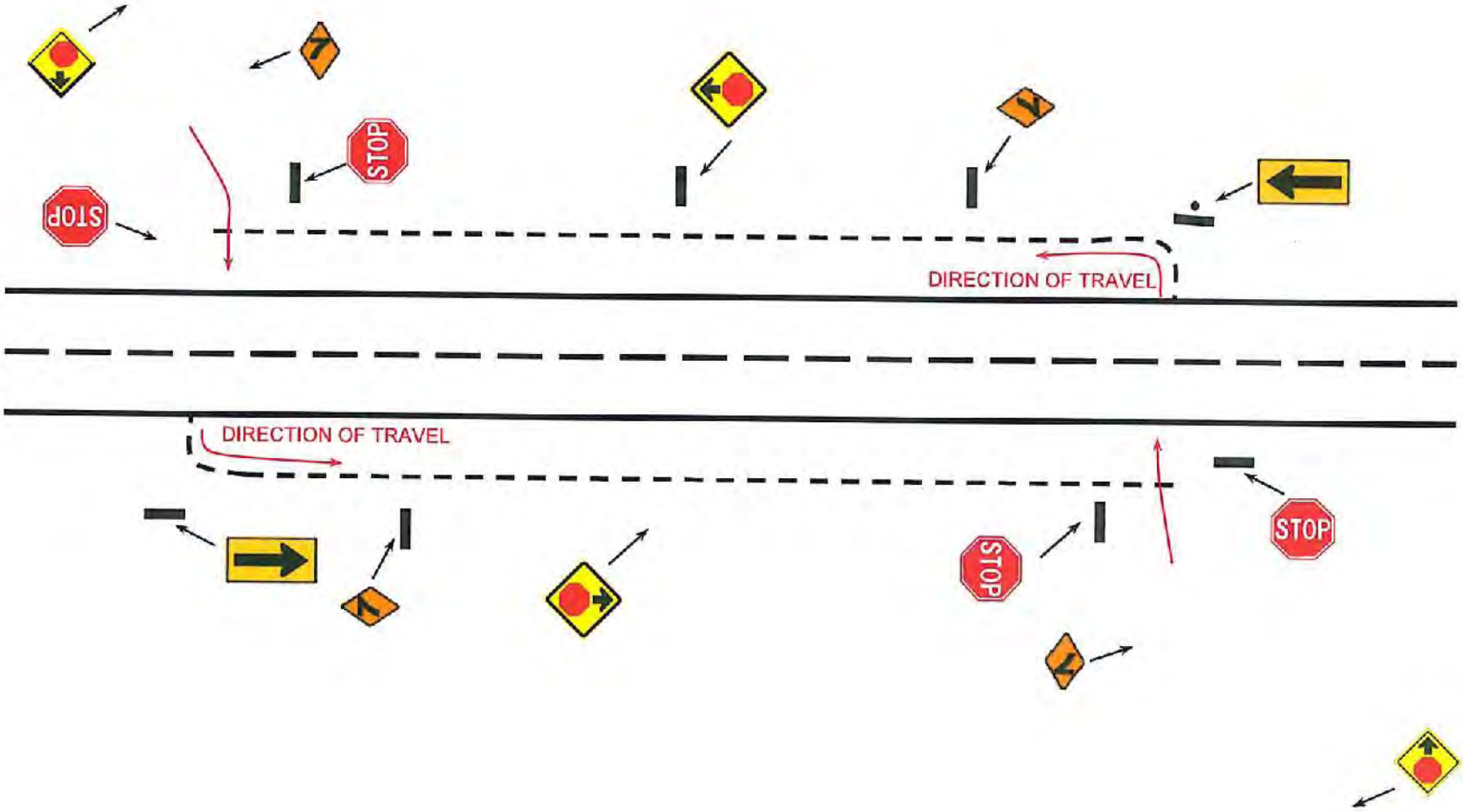
ROAD CROSSING: Stop signs shall be placed at all trail intersections with improved state roads, county roads, plowed roads, and other locations that warrant stopping. On ORV trails and routes, Stop Ahead signs should be installed on an approach to a Stop sign that is not visible for a sufficient distance to permit the trail user to respond to the Stop sign. A Stop Ahead sign shall be placed approximately 350 feet in advance of all Stop signs on snowmobile trails and ORV routes. STOP signs shall be place only on the right side of trail.

SHARP TURN ARROW SIGN (LEFT AND RIGHT)

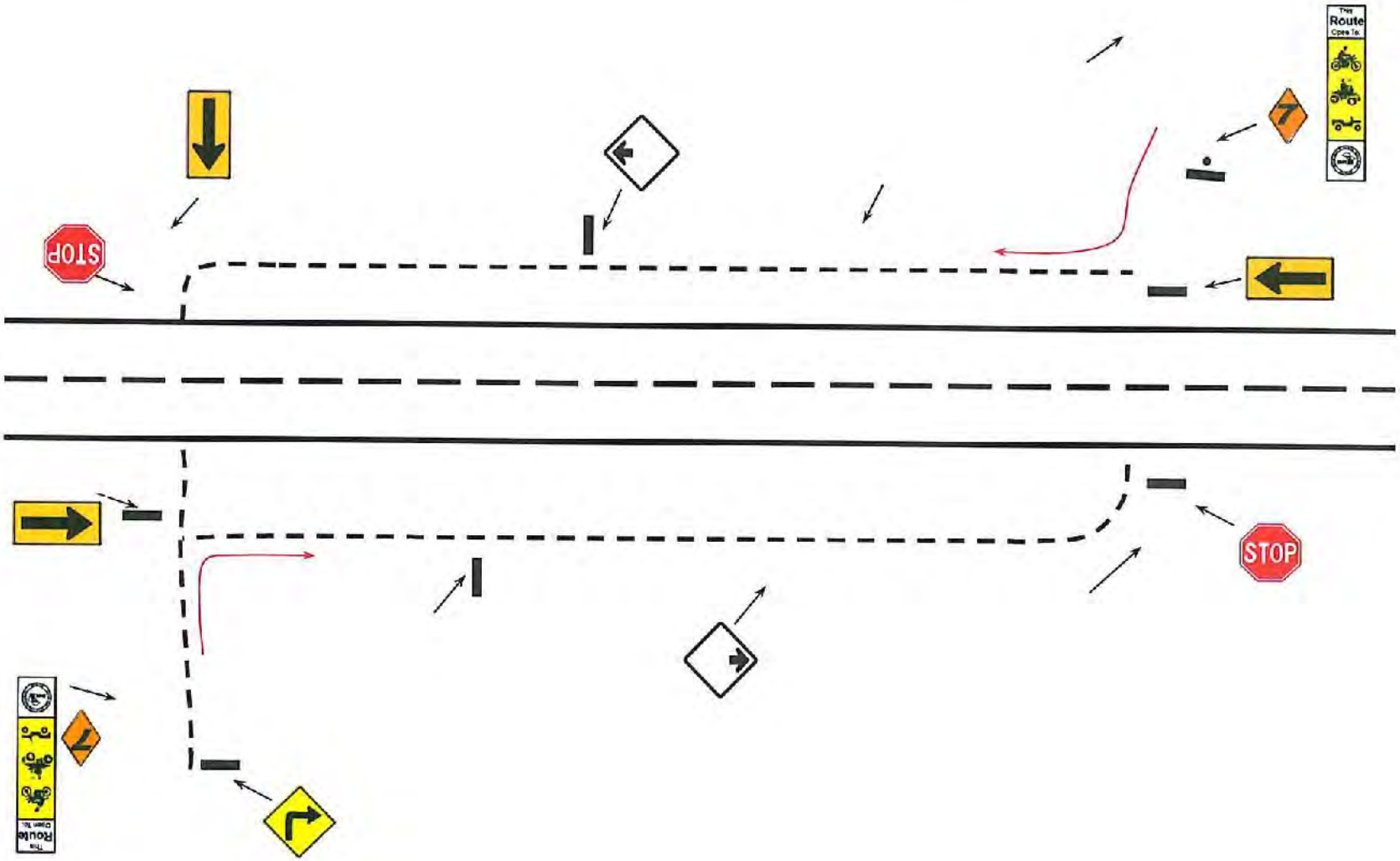
degrees do not use
Arrow Sign

0 degrees

SNOWMOBILE TRAIL AND ADJACENT TO ROADWAY (DITCH RUNNING)

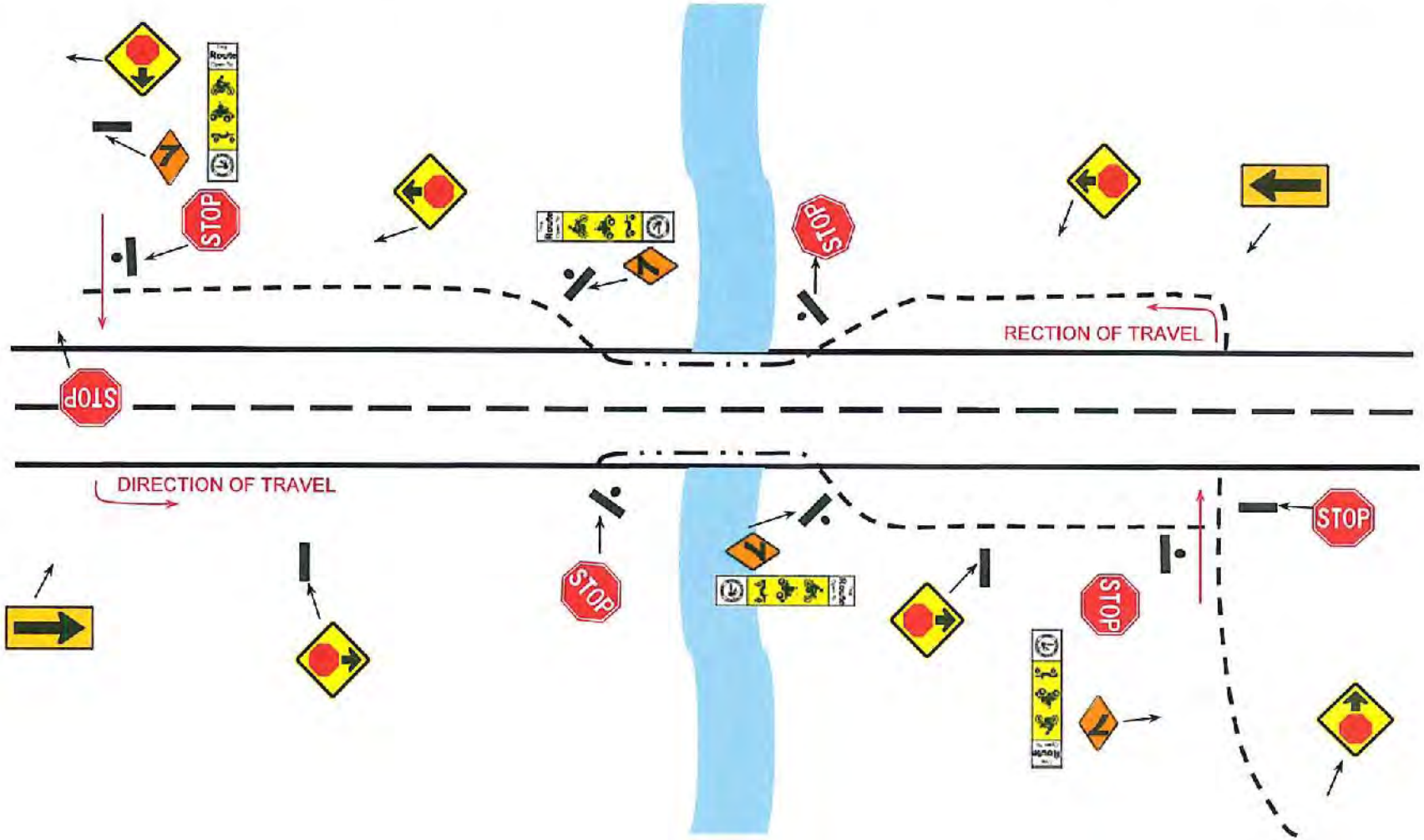


TRAIL ADJACENT TO ROADWAY

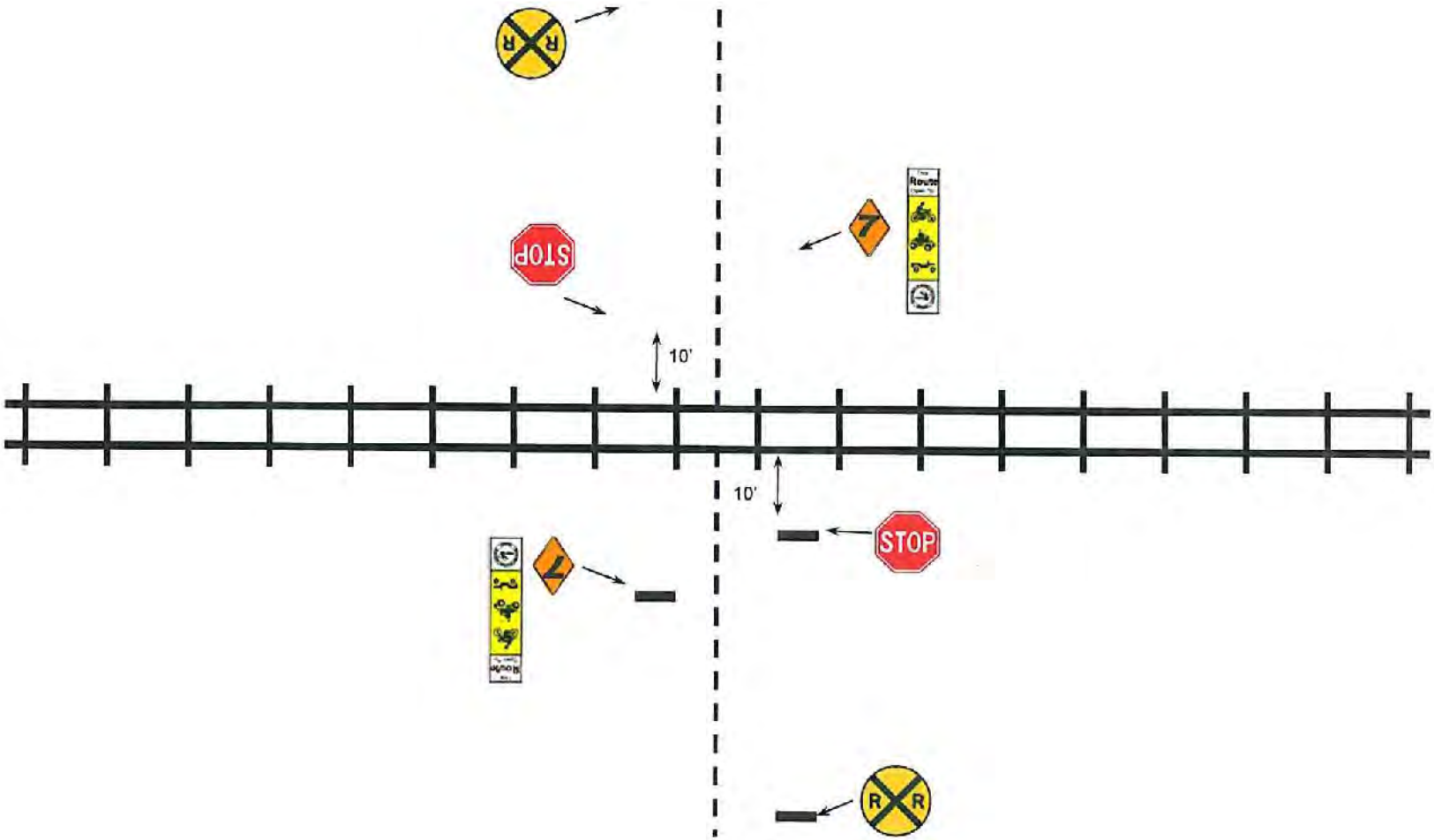


CROSSING EXISTING ROADWAY BRIDGE WITH DITCH RUNNING

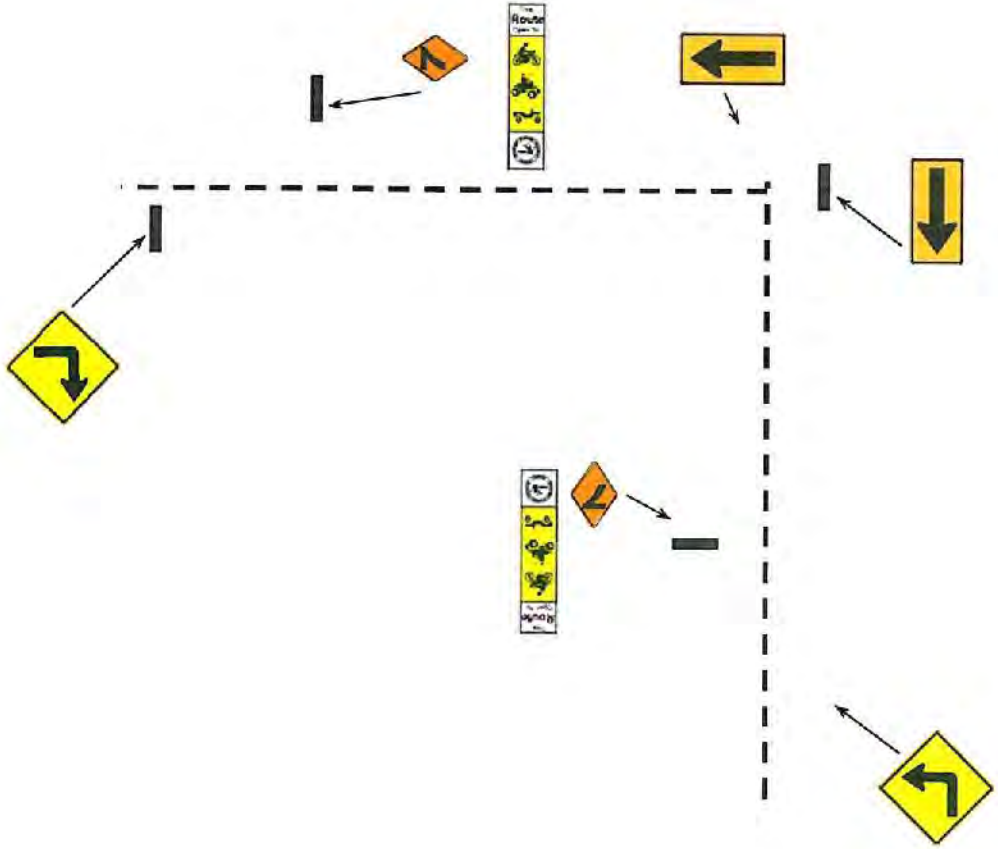
(RR GRADE CROSSING SIGNED SIMILARLY EXCEPT TRAIL-RAILROAD GRADE ADVANCE WARNING SIGN IS USED INSTEAD OF STOP AHEAD SIGN)



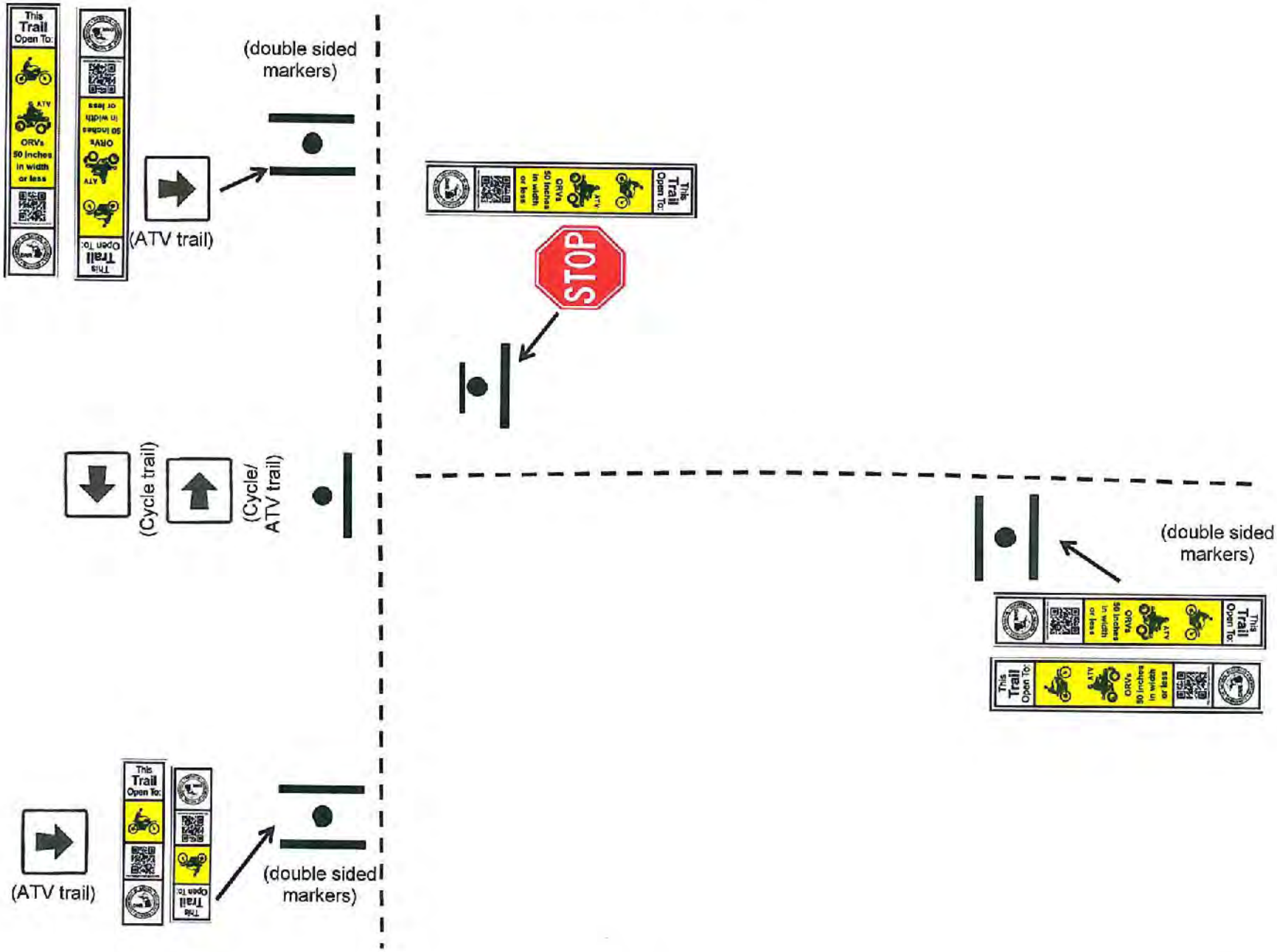
TRAIL APPROVED NON-ROADWAY RAILROAD CROSSING



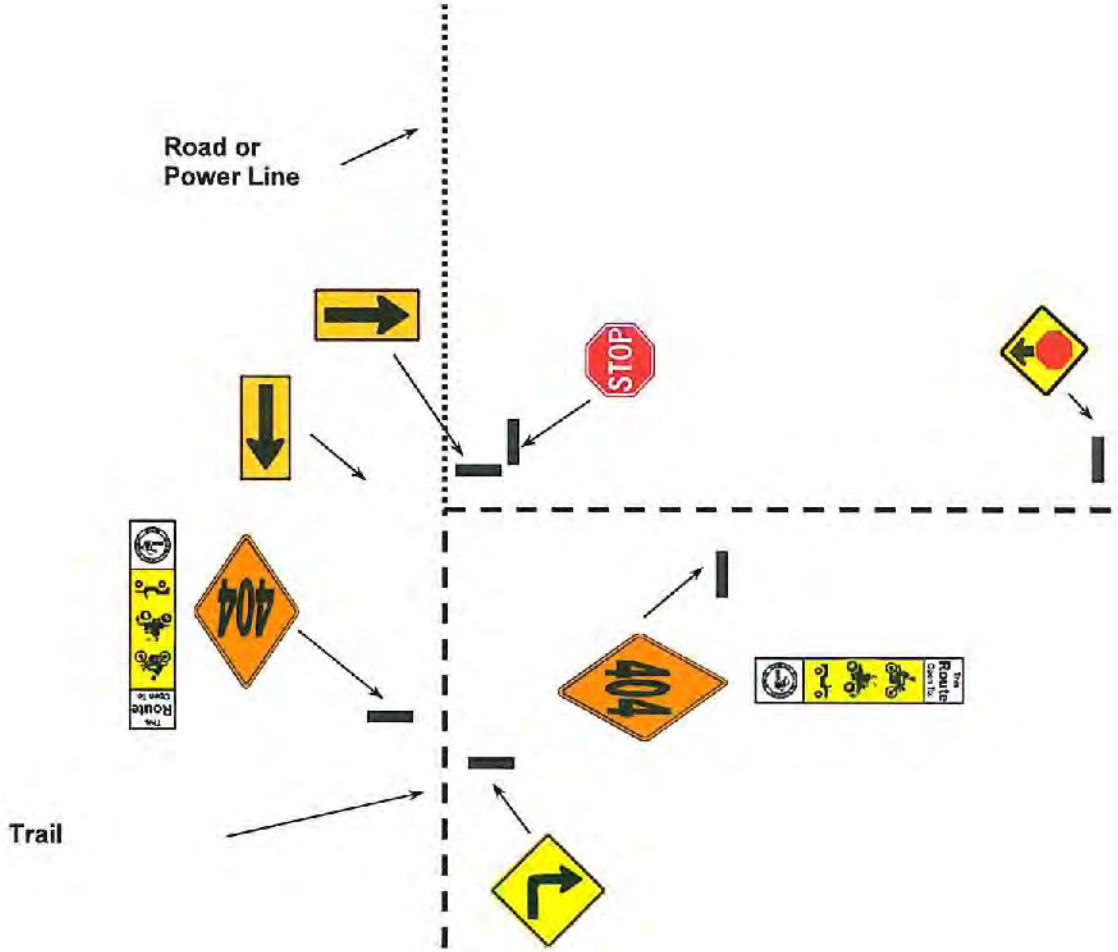
TRAIL SHARP TURN LEFT OR RIGHT
(> = 90 Degrees)



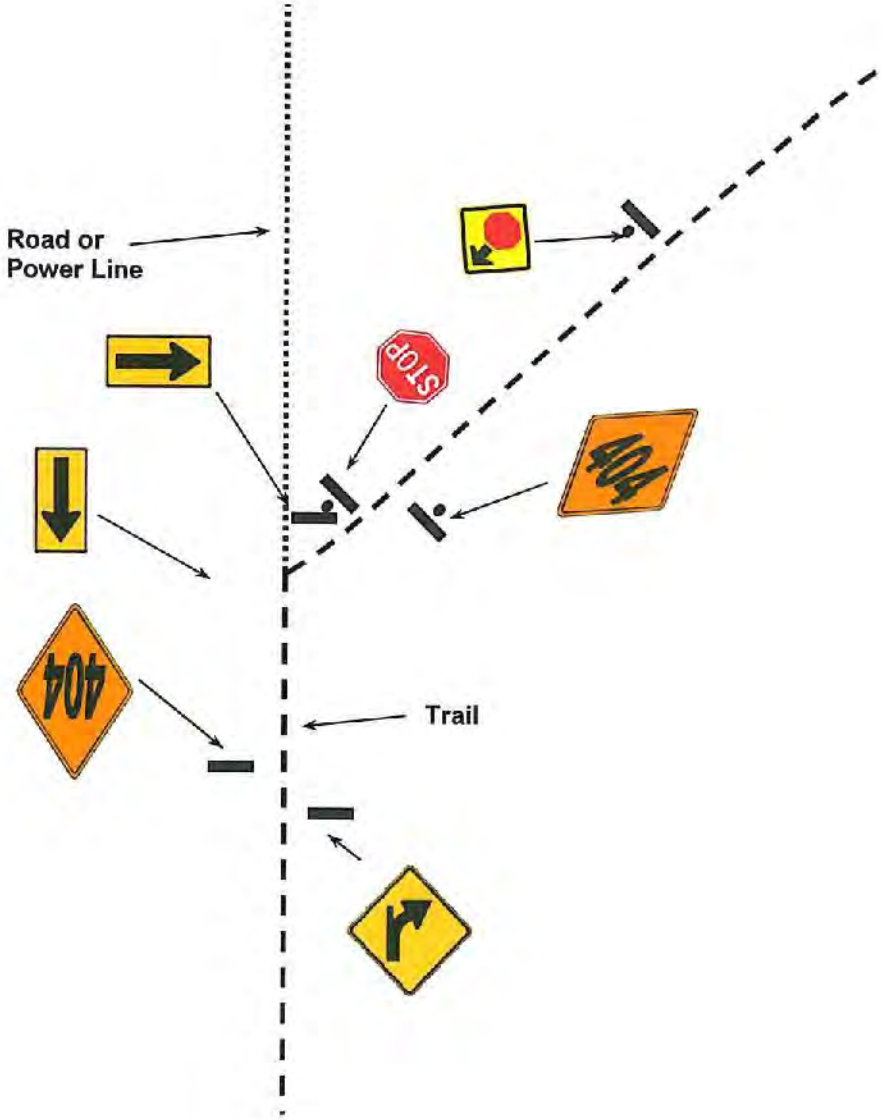
ORV Trail Deviation



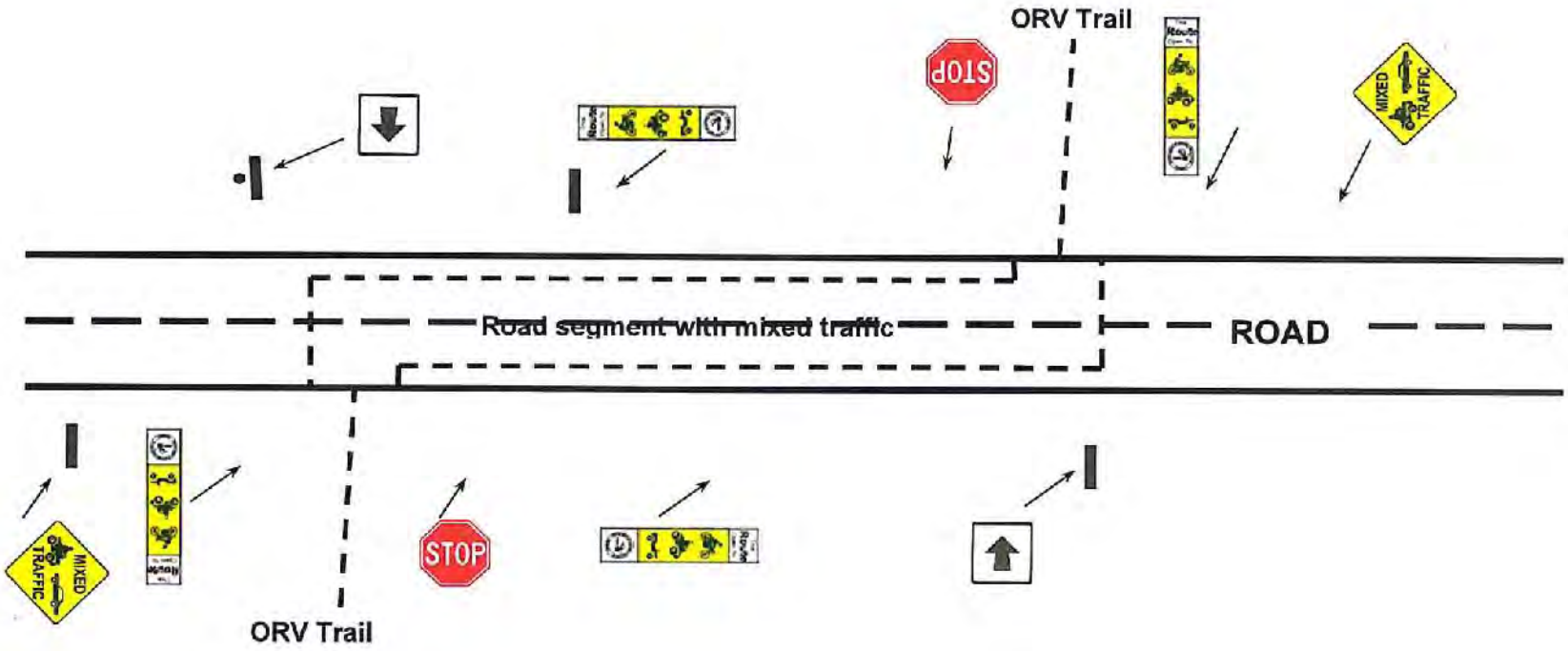
TRAIL SIDE 90 DEGREE INTERSECTIONS



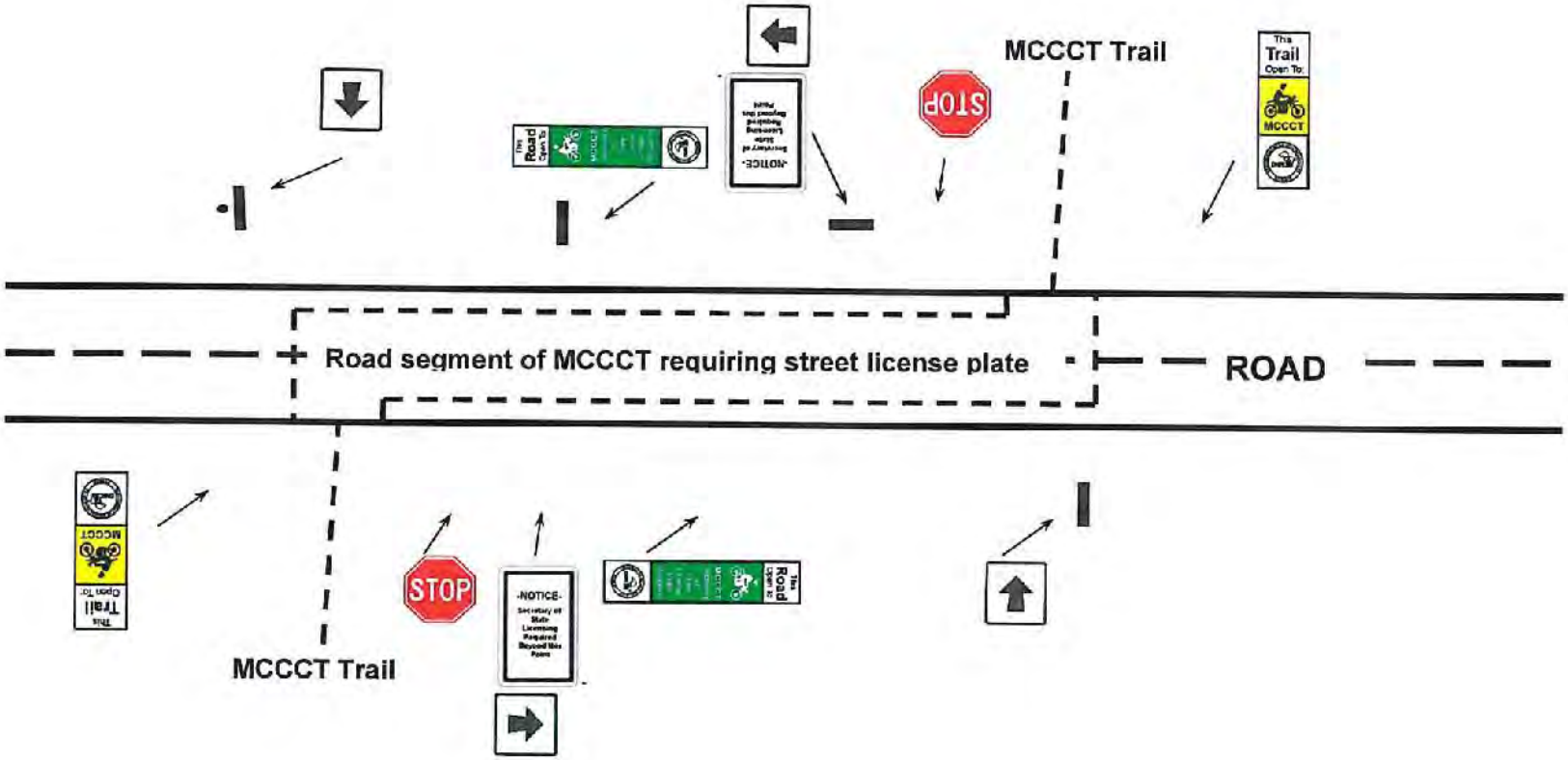
TRAIL SIDE 45 DEGREE INTERSECTIONS



ORV TRAIL/MIXED TRAFFIC

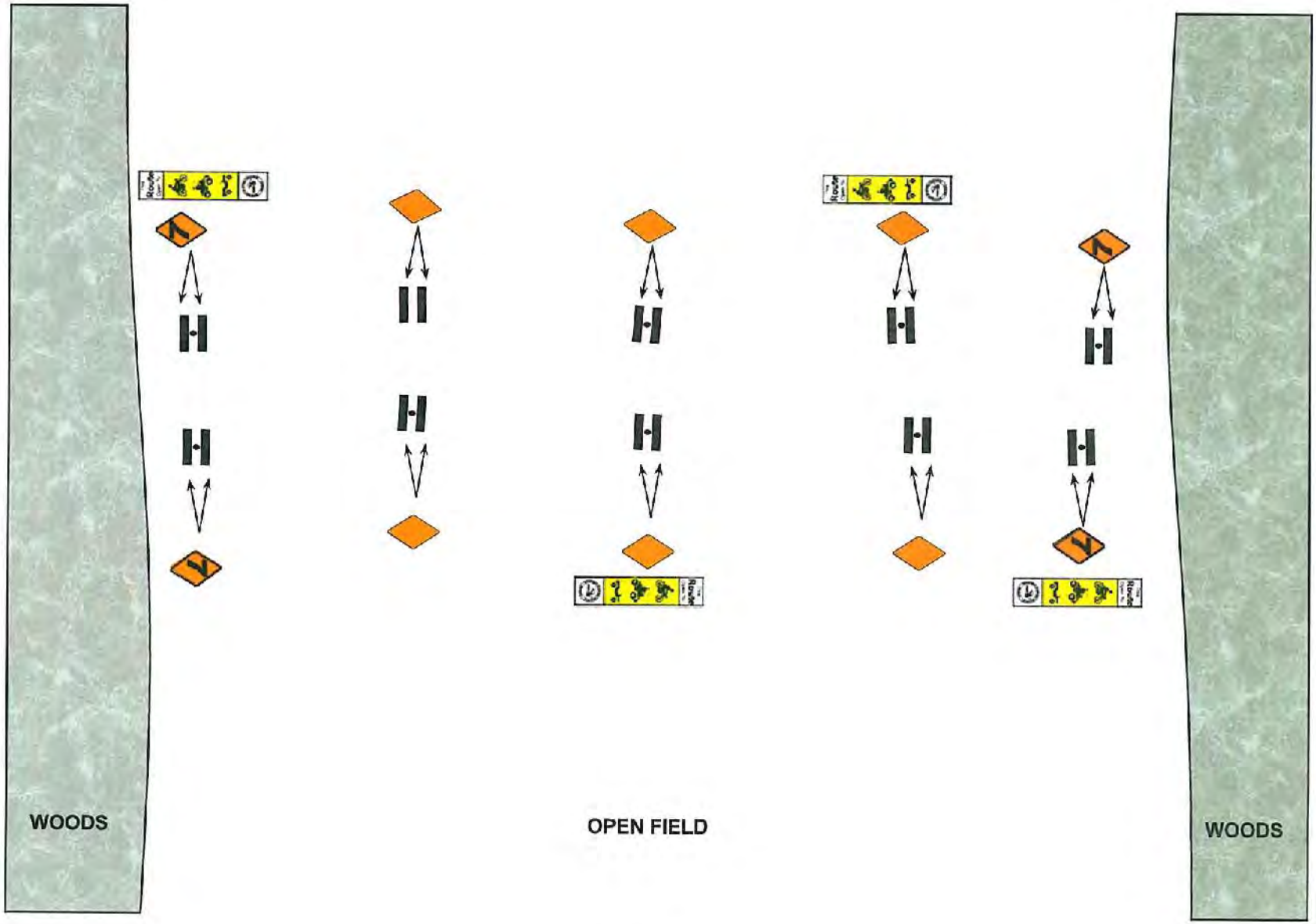


MICHIGAN CROSS COUNTRY CYCLE TRAIL (MCCCT) STREET LICENSING NOTICE

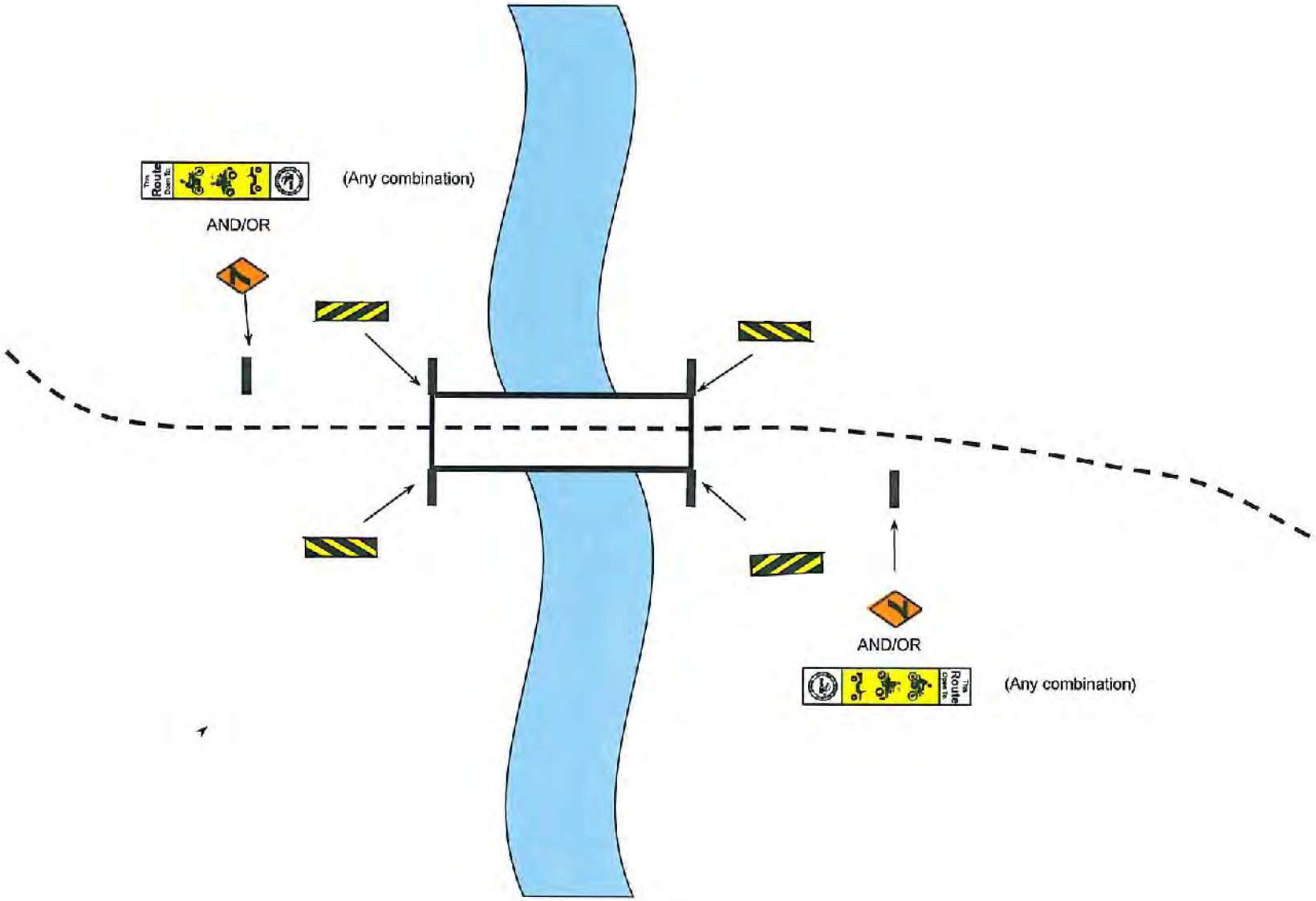


OPEN FIELD/CLEAR CUT

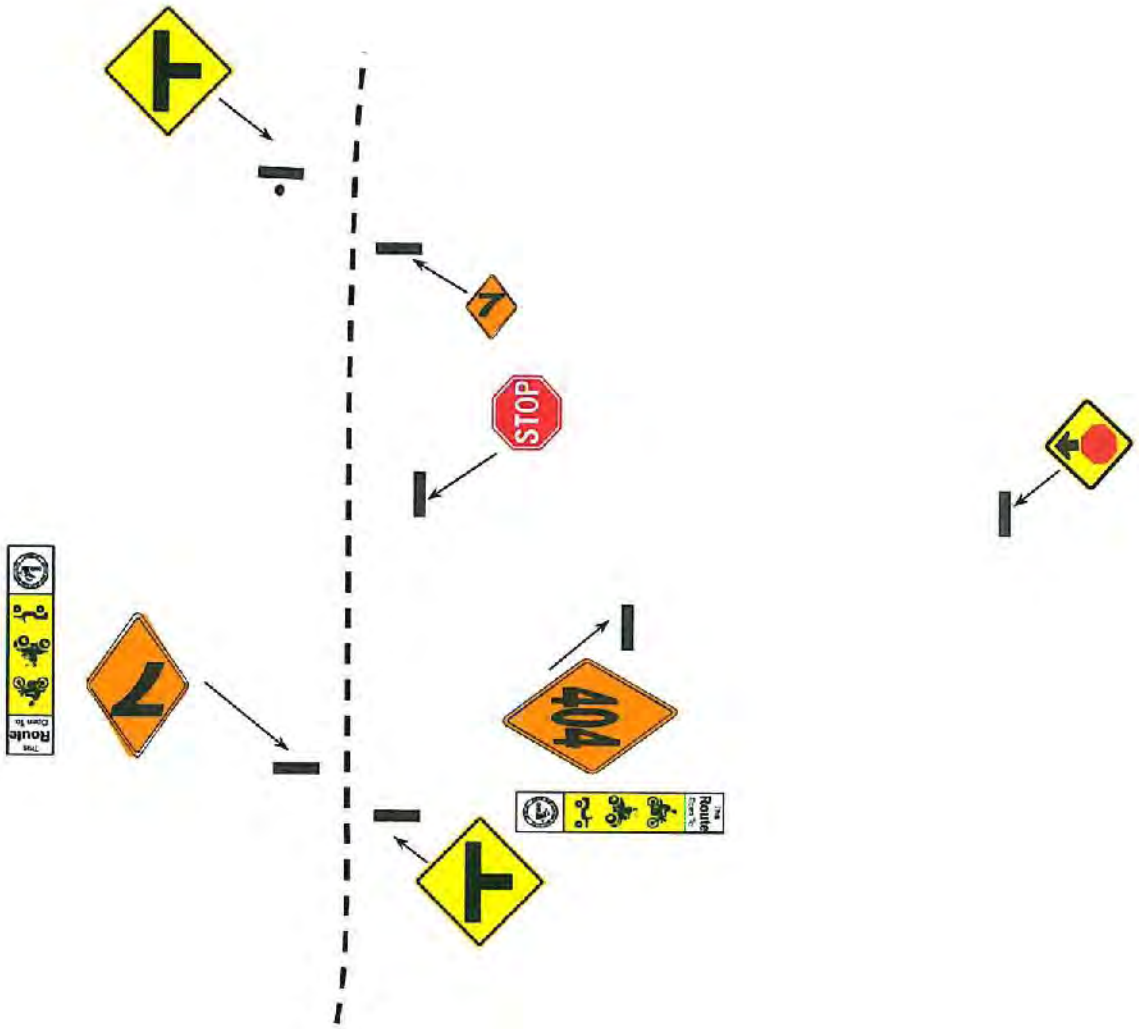
Place snowmobile reassurance markers on both sides of the trail, or stagger ORV reassurance markers, in both directions, to designate a corridor. For this use, reassurance markers may be placed less than 1/4 mile apart for visibility and to regulate use in the field. Use in conjunction with Stay on Trail signs as necessary.



BRIDGE CROSSING



TRAIL SIDE INTERSECTION



ATTACHMENT D

Michigan Department of Natural Resources

PUBLIC INCIDENT REPORT

(See DNR Administrative Procedure 6.8-1).

If this accident required the use of an Automated External Defibrillators (AED), the R 7223, Reporting the MDNR Use of Automated External Defibrillators (AED), must also be completed

☐ Personal Injury ☐ Property Damage ☐ Complaint ☐ Other _____

BUREAU/DIVISION/OFFICE	FACILITY (i.e. park, access site, hatchery name)	DATE OF INCIDENT	TIME	REPORT NO.

FACILITY ADDRESS	EXACT LOCATION OF INCIDENT WITHIN FACILITY

NAME, ADDRESS, AGE OF PERSON(S) INVOLVED	TELEPHONE NUMBER(S)
	( ) –
	( ) –
	( ) –

DETAILS OF INCIDENT (Include number of persons involved, weather information, license numbers, type of vehicle or equipment, etc.)

WHAT CONDITION(S) OR HAZARD(S) CAUSED INCIDENT

ACTION TAKEN (Use reverse side, if needed)

WITNESS(ES) Name(s),	Address(es) And	Telephone Number(S)	Statements
		( ) –	☐ Statement attached
		( ) –	☐ Statement attached
		( ) –	☐ Statement attached
		( ) –	☐ Statement attached
		( ) –	☐ Statement attached
		( ) –	☐ Statement attached

FIRST AID RENDERED (Explain how) BY WHOM (Include telephone number)

DOCTOR OR HOSPITAL REFERRED	TELEPHONE NO.	LAW ENFORCEMENT AGENCIES RESPONDING TO CALL
	( ) –	

ESTIMATED DAMAGE REPAIR COSTS	MATERIALS	LABOR	TOTAL COST	TOTAL STAFF TIME INVOLVED
	$	$	$ 0.00	

DNR EMPLOYEES INVOLVED Name(s),	Telephone Number(S)	DNR EMPLOYEES INVOLVED Name(s),	Telephone Number(S)
	( ) –		( ) –
	( ) –		( ) –
	( ) –		( ) –

REPORTING EMPLOYEE'S SIGNATURE	DATE	FACILITY MANAGER'S SIGNATURE	DATE

DISTRIBUTION: ORIG – Bureau/Division/Office; COPY – Office of Legal Services; COPY: Incident location

R1004E (Rev. 02/18/2005)

OTSEGO COUNTY
Board of Commissioners

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

EXECUTIVE SUMMARY

AGENDA ITEM: Otsego County Non-Union Vacation Time Update	AGENDA DATE: July 30, 2019
AGENDA PLACEMENT: Consent Agenda, Item F.	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): Trisha Adam, Human Resources Director / Asst County Administrator	ATTORNEY REVIEW: No

BACKGROUND/DISCUSSION:

The Otsego County Non-Union Vacation Time policy update was reviewed and approved by the Personnel Committee on July 24, 2019. The update allowed for the maximum ceiling of a non-union employee's vacation bank to be base vacation plus five 5 days. The intent of the current policy is to encourage people to use their vacation. However, some additional flexibility in the maximum ceiling is needed.

RECOMMENDATION:

Staff requests Board approval on the Otsego County Non-Union Vacation Policy changes as presented.

VACATION TIME

DRAFT

Each regular full-time and regular part-time employee shall earn, on a pro-rated basis, vacation time as follows:

	Base Time
From start date up to and including 5 years of service	10 days
From 6 years and up to and including 10 years of service	15 days
From 11 years of service and up	20 days

Union employees should consult their union contract for a vacation breakdown.

Vacation time will be credited to the employee's bank on a bi-weekly basis. Employees can only have up to their base vacation plus five (5) days accrued in their vacation bank at any one time and they may not use more than what is currently in their vacation bank.

Department managers must submit their vacation requests at least two (2) weeks in advance to the Otsego County Administrator. Department employees must submit their vacation requests at least two (2) weeks in advance to their department manager for approval. The department manager must take into consideration the efficiency of the operation of the department and the wishes of the employee.

Requests for unpaid vacation leave will be considered after an employee has exhausted all time in their vacation, compensatory, and personal banks. Requests for unpaid vacation leave are subject to the same provisions and approval process as regular paid vacation leave requests.

All regular full-time employees having accumulated regular vacation time credit shall not be paid in lieu of vacation, unless employment is terminated. Employees leaving County employment shall be compensated for vacation time accrued to the date of separation.

Special Presentation
July 30, 2019
Otsego County
2018 Audited Financial Statements
Annette Eustice, CPA, CGFM, Principal, Rehmann

Due to the size of the audit report, it is not included in the packet; instead, it is available by clicking the link below:

https://www.otsegocountymi.gov/county-government-2/finance-department/financial-reports/

OTSEGO COUNTY
Board of Commissioners

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

EXECUTIVE SUMMARY

AGENDA ITEM:	AGENDA DATE:
Otsego County Sheriff Department Motorcycle Safety Program – Motorcycle Transfer	July 30, 2019
AGENDA PLACEMENT:	ACTION REQUESTED:
Committee Reports A. Budget & Finance Committee Recommendations, Item 1.	Motion to Approve
STAFF CONTACT(S):	ATTORNEY REVIEW:
Rachel Frisch, County Administrator Mel Maier, Finance Director	No

BACKGROUND/DISCUSSION:

Otsego County along with other Michigan Counties participates in a Motorcycle Safety Education program. Through this program, Counties may donate equipment and parts to help facilitate the program for the respective participating Counties. Otsego County has three obsolete motorcycles not in service that could fulfill a need of Iosco County. All three motorcycles are 1990 Hondas which are fully depreciated with a residual value of $0. The Budget and Finance Committee has reviewed this matter and recommends for approval, the transfer of the three obsolete motorcycles to Iosco County for the purpose of their Motorcycle Safety Education program.

RECOMMENDATION:

Staff requests approval of the transfer of three obsolete motorcycles from Otsego County to Iosco County.

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

BILL OF SALE

FOR VALUE RECEIVED, OTSEGO COUNTY hereby sells and transfers unto

Motorcycle Safety Program of Iosco County (Buyer), and its successors and assigns forever, the following described goods and chattels:

Transfer of : 1998 Honda Motorcycle

VIN JH2JC0630LK000397

Seller warrants and represents that it has good title to said property, full authority to sell and transfer same and that said goods and chattels are being sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.

Seller disclaims any implied warranty of condition, merchantability or fitness for a particular purpose. Said goods being in their present condition "as is" and "where is."

Signed this_____ day of_____, 20_____

In the presence of: _____ (Witness)

_____
Otsego County (Seller)

By signing, the Buyer acknowledges the aforementioned provisions of this sale and transfer.

_____
Buyer

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

BILL OF SALE

FOR VALUE RECEIVED, OTSEGO COUNTY hereby sells and transfers unto

Motorcycle Safety Program of Iosco County (Buyer), and its successors and assigns forever, the following described goods and chattels:

Transfer of : 1990 Honda Motorcycle

VIN JH2JC0632LK001230

Seller warrants and represents that it has good title to said property, full authority to sell and transfer same and that said goods and chattels are being sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.

Seller disclaims any implied warranty of condition, merchantability or fitness for a particular purpose. Said goods being in their present condition "as is" and "where is."

Signed this_____ day of_____, 20_____

In the presence of: _____ (Witness)

_____
Otsego County (Seller)

By signing, the Buyer acknowledges the aforementioned provisions of this sale and transfer.

_____
Buyer

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

BILL OF SALE

FOR VALUE RECEIVED, OTSEGO COUNTY hereby sells and transfers unto

Motorcycle Safety Program of Iosco County (Buyer), and its successors and assigns forever, the following described goods and chattels:

Transfer of : 1990 Honda Motorcycle

VIN: JH2JC0634LK000239

Seller warrants and represents that it has good title to said property, full authority to sell and transfer same and that said goods and chattels are being sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.

Seller disclaims any implied warranty of condition, merchantability or fitness for a particular purpose. Said goods being in their present condition "as is" and "where is."

Signed this_____ day of_____, 20_____

In the presence of: _____ (Witness)

_____
Otsego County (Seller)

By signing, the Buyer acknowledges the aforementioned provisions of this sale and transfer.

_____
Buyer

OTSEGO COUNTY
Board of Commissioners

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

EXECUTIVE SUMMARY

AGENDA ITEM:	AGENDA DATE:
Bid Award: Park Electrical Upgrade	July 30, 2019
AGENDA PLACEMENT:	ACTION REQUESTED:
Committee Reports A. Budget & Finance Committee Recommendations, Item 2.	Motion to Approve
STAFF CONTACT(S):	ATTORNEY REVIEW:
Rachel Frisch, County Administrator Mel Maier, Finance Director	No

BACKGROUND/DISCUSSION:

The Otsego County Park Campsites were approved for needed electrical upgrades to be completed during the 2019 fiscal year. A total of four eligible bids were received for the approved project. Of the four eligible bids, the lowest bid was received from Chuck's Electric in the amount of $56,311. The bid from Chuck's Electric also included an additional proposal of including an upgraded electrical panel in the amount of $2,300 to help with future use. The combined total cost with including the upgraded electrical panel totaled $58,611 which still remained the lowest bid of the four eligible received bids. The Budget and Finance Committee has reviewed this matter and recommends for approval, the award of the Park Electrical bid to Chuck's Electric and include the electrical panel update in the amount of $2,300 for a total project cost of $58,611.

RECOMMENDATION:

Staff requests approval of the bid award and upgraded electrical panel work to Chuck's Electric.

OTSEGO COUNTY ADMINISTRATION
BID REGISTER LOG/PRELIMINARY TABULATION SHEET

BID NUMBER: 2019-04

DATE/TIME BIDS DUE: Monday, July 8th at 1PM

TITLE: Campground Electrical Upgrades

DATE/TIME OF BID OPENING: Monday, July 8th at 1:15PM

ADVERTISED: Yes

BID DEPOSIT REQUIRED: N/A

ADDENDUM/DATES: N/A

BIDS/PROPOSAL RECEIVED

	COMPANY NAME	LOCATION	PRELIMINARY TOTAL BID	PRELIMINARY RANK
1.	Northern Electric Power	Mancelona, MI	$65,000	2
2.	Chuck's Electric	Gaylord, MI	$56,311	1
3.	Blanchard Contracting	Houghton Lake, MI	$68,875	3
4.	Dewitt Electric	Middleville, MI	$89,700	4
5.				
6.				
7.				
8.				
9.				
10.				

SECTION V. BID/PROPOSAL FORM

BID 2019-04

The undersigned proposes to furnish and provide Otsego County with all materials, supplies, tools, equipment, labor, supervision, and expertise to properly and professionally perform all required services described in this RFP in accordance with the attached specifications stated herein for the price listed below.

No.	Description	Qty	Unit	Unit Price	Total Price
1.	Project Design	1	LS	$	$ 5500.00
2.	Provision of all necessary labor and equipment to upgrade electrical service to 27 camp sites and 2 cabins	1	LS	$	$ 50811.00

OVERALL TOTAL: $ 56311.00

Visited site to view project X YES ____ NO

I acknowledge the receipt of the following addendums (list all issued):

_____

COMPANY NAME: CHUCKS ELECTRIC OF GAYLORD, INC.

ADDRESS: 224 MARQUARDT ROAD
GAYLORD MI 49735

SIGNATURE: Mary Dawn Klee

TITLE: SEC- TREASURER

TELEPHONE: 989 732 3396

EMAIL (if any): CHUCKS ELECTRIC OF GAYLORD @ YAHOO.COM

FAX: 989 731 4415

DATE: 7-8-19

CHUCKS ELECTRIC OF GAYLORD INC.

224 MARQUARDT ROAD

GAYLORD, MI 49735

(989)732-3396 phone (989)731-4415 fax

July 8, 2019

To: Otsego County

225 West Main

Gaylord, MI 49735

Job: Otsego County Park

This Is based on 29 Units at 9600VA at 42 Percent loads per NEC 487.20. Amps Needed x 125 Percent = 609 Amps, Price is for 800Amp Single phase service with no Main and 6 – 200-Amp circuits only, if more breakers are needed from this panel will need to have a main breaker and more spaces added.

To upgrade to bigger panel for future Add $ 2300.00

CHUCKS ELECTRIC OF GAYLORD INC.

224 MARQUARDT ROAD

GAYLORD, MI 49735

(989)732-3396 phone (989)731-4415 fax

July 8, 2019

References for Otsego County Park

1. Treetops Resort
   Job: Installed Snow Making pedestals

2. Otsego Club
   Job: Installed snow Making pedestals

3. Otsego County Park and Recreation
   Job: Installed Camping Pedestals

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McNamara Insurance Agency
114 North Court
P.O. Box 666
Gaylord MI 49734

CONTACT NAME: Donna Makowski
PHONE (A/C, No, Ext): (989) 732-6471 FAX (A/C, No): (989) 732-0942
E-MAIL ADDRESS: donna@mcinsagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Frankenmuth Mutual	13986
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
CHUCK'S ELECTRIC OF GAYLORD INC
224 MARQUARDT RD
GAYLORD MI 49735-9728

COVERAGES CERTIFICATE NUMBER: CL1881003881 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [X] POLICY [ ] PRO-JECT [ ] LOC OTHER			CPP 1997818	08/10/2018	08/10/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] 19			BA 1997818	08/10/2018	08/10/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist BI	$ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CPP 1997818	08/10/2018	08/10/2019	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 1997818	08/10/2018	08/10/2019	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Otsego County
225 W Main St
Gaylord MI 49735

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OTSEGO COUNTY
Board of Commissioners

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

EXECUTIVE SUMMARY

AGENDA ITEM:	AGENDA DATE:
OCR 19-20 Otsego County Deficit Elimination Plan Sportsplex Tennis Court & Trail Head Construction	July 30, 2019
AGENDA PLACEMENT:	ACTION REQUESTED:
Committee Reports A. Budget & Finance Committee Recommendations, Item 3.	Motion to Approve
STAFF CONTACT(S):	ATTORNEY REVIEW:
Rachel Frisch, County Administrator Mel Maier, Finance Director	No

BACKGROUND/DISCUSSION:

The Otsego County's Sportsplex Tennis Court Construction fund and the Trail Head Construction fund had deficit balances of $69 and $17,187 respectively, due to the timing of grant receipts. Public Act 140 of 1971 requires that a deficit elimination plan be formulated by the local unit of government and filed with the Michigan Department of Treasury. Through a Capital Projects transfer and a reimbursement received in 2019 from the State of Michigan, the deficits will be rectified in 2019. The Budget and Finance Committee has reviewed this matter and recommends for approval the Deficit Elimination Plan OCR 19-20.

RECOMMENDATION:

The Budget and Finance Committee requests adoption of OCR 19-20.

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in Room 100 at the County Building, 225 W. Main St., Gaylord, Michigan on the 30th day of July, 2019 beginning at 9:30 a.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Commissioner_____

OCR 19-20

Otsego County Deficit Elimination Plan Sportsplex Tennis Court & Trail Head Construction

Otsego County Board of Commissioners
July 30, 2019

WHEREAS, the County of Otsego's Sportsplex Tennis Court Construction Fund has a deficit fund balance of $69 and the County of Otsego's Trail Head Capital Project Fund has a deficit fund balance of $17,187 on December 31, 2018; and

WHEREAS, 1971 PA 140 requires that a Deficit Elimination Plan be formulated by the local unit of government and filed with the Michigan Department of Treasury; now, therefore, be it

RESOLVED, that the County of Otsego's Board of Commissioners adopts the following as the County of Otsego's Sportsplex Tennis Court Construction Fund and Trail Head Capital Project Fund Deficit Elimination Plans:

Otsego County
Sportsplex Tennis Court Construction Fund (Fund 474)

	Actual 31-Dec-18	Projected 31-Dec-19	
Fund Balance - Beginning	(192,351)	(69)	
Revenues			
State grants	175,700	-	
Local sources	41,200	-	
Other revenue	65,715	-	
Total revenue	282,615	-	
Expenditures			
Other	90,333	30	
Other financing sources (uses)			
Transfers in	-	99	*
Fund Balance - End	(69)	-	

*Transfer in will come from the Capital Projects 499 fund

Explanation: The Tennis Court construction was completed in 2018; however there were trivial residual expenses which will be paid from the County's Capital Projects fund.

Otsego County
Trail Head Construction Fund (Fund 476)

	Actual 31-Dec-18	Projected 31-Dec-19	
Fund Balance - Beginning	-	(17,187)	
Revenues			
Federal grants	-	78,922	**
Expenditures			
Recreation and Culture	50,740	48,827	
Other financing sources (uses)			
Transfers in	33,553		
Fund Balance - End	**(17,187)**	**12,908**	

**As of June 30, 2019, actual receipts received have been $74,862

Explanation: Reimbursement request completion was completed at a date later than anticipated; however reimbursement funding has been received to eliminate the deficit.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES: _____

_____

NO: _____

ABSTAIN: _____

THE RESOLUTION WAS DECLARED ADOPTED.

_____
Kenneth C. Borton, Chairman

_____
Susan I. DeFeyter, County Clerk

STATE OF MICHIGAN)
§
COUNTY OF OTSEGO)

The undersigned, being the duly qualified and acting Clerk of the County of Otsego, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the Otsego County Board of Commissioners at its regular meeting held on the 30th day of July, 2019, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that the minutes of such meeting were kept and will be or have been made available as required thereby.

_____

Susan I. DeFeyter, County Clerk

DATED: _____, 2019

OTSEGO COUNTY
Board of Commissioners

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

EXECUTIVE SUMMARY

AGENDA ITEM:	AGENDA DATE:
Zoning Ordinance Text Amendment to Article 21, Section 21.1	July 30, 2019
AGENDA PLACEMENT:	ACTION REQUESTED:
Committee Reports, B. Planning Commission Recommendations, Item 1.	Motion to Approve
STAFF CONTACT(S):	ATTORNEY REVIEW:
Rachel Frisch, County Administrator Chris Churches, Planning & Zoning, Capital Projects Director	Yes

BACKGROUND/DISCUSSION:

The proposed text amendment to Article 21 of the Otsego County Zoning Ordinance changes the provisions listed in Section 21.1, Accessory Buildings. These amendments are as follows: (1) changes the maximum size restrictions to be governed by the setback and lot coverage requirements in Article 17; and (2) eliminates zoning permit requirements for accessory buildings less than 200 square feet (sheds).

RECOMMENDATION:

The Planning Commission recommends the adoption of the proposed text amendments to Article 21, Section 21.1 Accessory Buildings, of the Otsego County Zoning Ordinance.

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

Department of Land Use Services
1322 Hayes Rd • Gaylord, MI 49735
Phone: 989.731.7400 • Fax: 989.731.7419
www.otsegocountymi.gov

To: Otsego County Board of Commissioners

RE: Text Amendment / Section 21.1 Accessory Buildings

Motion made by Mr. Scott to recommend the text amendments to Article 21, Section 21.1 Accessory Buildings, as presented, to the Otsego County Board of Commissioners for their approval; Seconded by Mr. Bauman.

Motion approved unanimously.

*****Amendment changes are highlighted in yellow**

*****Amendment deletions are double strike**

Proposed Language:

SECTION 21.1 ACCESSORY BUILDINGS

21.1.1 Accessory buildings in the R1, R2, R3 & RR Districts shall be subject to the side and front yard setback requirements as regulated in Article 17 SCHEDULE OF DIMENSIONS, but need not be farther than ten (10) feet from the rear property line.

21.1.2 In residential districts all accessory buildings and uses shall be in the rear yard except in the case of one detached private garage which may be allowed in the side or front yard, provided it maintains the setback requirements as regulated in Article 17 SCHEDULE OF DIMENSIONS.

21.1.3 Accessory buildings two hundred (200) square feet or less do not require a zoning permit. Such buildings must maintain the setback requirements defined in Article 17 SCHEDULE OF DIMENSIONS. ~~Detached accessory buildings for residential use in any district shall not exceed a total ground floor area of: twelve hundred (1,200) square feet in R1, R2 and RR, and two thousand (2,000) square feet in R3, FR and AR, except:~~

~~21.1.3.1 Where the lot is larger than the minimum size for that zoning district, the total accessory building square footage may be increased proportionally to the lot size in the following manner: twenty-five (25) square feet increase in allowable accessory buildings for every one thousand (1,000) square feet that the lot exceeds minimum lot size, up to a maximum of four thousand (4,000) square feet.~~

21.1.4 Agricultural buildings and structures incident to use for agricultural purposes are exempt from accessory building requirements.

21.1.5 Accessory buildings shall not be used for residences.

21.1.6 Accessory buildings may not be used for commercial storage. Accessory structures incident to a permitted or special use in the zoning district which it is located are permitted (for example, an accessory building for the storage of golf carts would be allowed on an approved golf course in a RR District).

OTSEGO COUNTY
Board of Commissioners

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

EXECUTIVE SUMMARY

AGENDA ITEM:	AGENDA DATE:
Zoning Ordinance Text Amendment to Article 21, Section 21.26	July 30, 2019
AGENDA PLACEMENT:	ACTION REQUESTED:
Committee Reports, B. Planning Commission Recommendations, Item 2.	Motion to Approve
STAFF CONTACT(S):	ATTORNEY REVIEW:
Rachel Frisch, County Administrator Chris Churches, Planning & Zoning, Capital Projects Director	Yes

BACKGROUND/DISCUSSION:

The proposed text amendment to Article 21 of the Otsego County Zoning Ordinance changes the provisions listed in Section 21.26 to allow for the replacement of nonconforming structures so as long as the new structure utilizes the original structure's footprint.

RECOMMENDATION:

The Planning Commission recommends the adoption of the proposed text amendments to Article 21, Section 21.26 Nonconformities, of the Otsego County Zoning Ordinance.

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

Department of Land Use Services
1322 Hayes Rd • Gaylord, MI 49735
Phone: 989.731.7400 • Fax: 989.731.7419
www.otsegocountymi.gov

To: Otsego County Board of Commissioners

RE: Text Amendment / Section 21.26 Nonconformities

Motion made by Mr. Hilgendorf to recommend the text amendments to Article 21, Section 21.26 Nonconformities, as presented, to the Otsego County Board of Commissioners for their approval; Seconded by Mr. Scott.

Motion approved unanimously.

***Amendment changes are highlighted in yellow

***Amendment deletions are double struck

Proposed Language:

SECTION 21.26 NONCONFORMITIES

21.26.1 INTENT

It is recognized that there exists within the districts established by this Ordinance and/or by subsequent amendments, lots, buildings, structures, and uses of land and structures which were lawful before this Ordinance was passed or amended which would be prohibited, regulated, or restricted under the terms of this Ordinance or future amendments.

It is the intent of this Ordinance to permit these legal nonconforming lots, buildings, structures, or uses to continue until they are removed but not to ~~encourage their survival~~ allow new nonconformities. ~~Minimum front, side and rear setbacks, minimum lot width and maximum lot coverage modifications up to twenty-five percent (25%) may be approved by the Zoning Administrator upon a written finding that such a modification will have no adverse impact on the use or development of adjoining lots or threaten the public health or safety in any way.~~

21.26.2 NONCONFORMING LOT

A nonconforming lot is a lot that the boundaries of which are recorded in a plat, deed or land contract executed and delivered prior to the effective date of this Ordinance and the width, depth, and/or area of which does not meet the minimum dimensional requirements of the District in which it is located.

A single-family dwelling and customary accessory buildings may be erected on any single lot of record at the effective date of adoption or amendment of this Ordinance. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the District; provided that yard dimensions and other requirements not involving area or width or both, of the lot shall conform to the regulations for the District in which such lot is located. Minimum front, side and rear setbacks, and maximum lot coverage modifications up to twenty-five percent (25%) may be approved by the Zoning Administrator. Modifications greater than twenty-five percent (25%) may be obtained only by approval of the Board of Appeals.

Where two (2) or more adjoining nonconforming lots are in existence under single ownership, such lots shall be used only in combinations which most closely satisfy the minimum lot size standards prescribed for the District in which said lots are located.

For definition purposes, "most closely" shall apply in situations where, for example, two (2) lots combined do not meet the minimum, but a third (3) lot would exceed the minimum by a greater amount than two (2) lots would fall short; hence, only two (2) lots need to be combined in this case.

21.26.3 NONCONFORMING USE OF LAND

Nonconforming uses of land may be continued, so long as they remain otherwise lawful, subject to the following provisions:

21.26.3.1 No such nonconforming use shall be enlarged or increased, nor extended to occupy a greater area of land than was occupied at the effective date of adoption or amendment of this Ordinance.

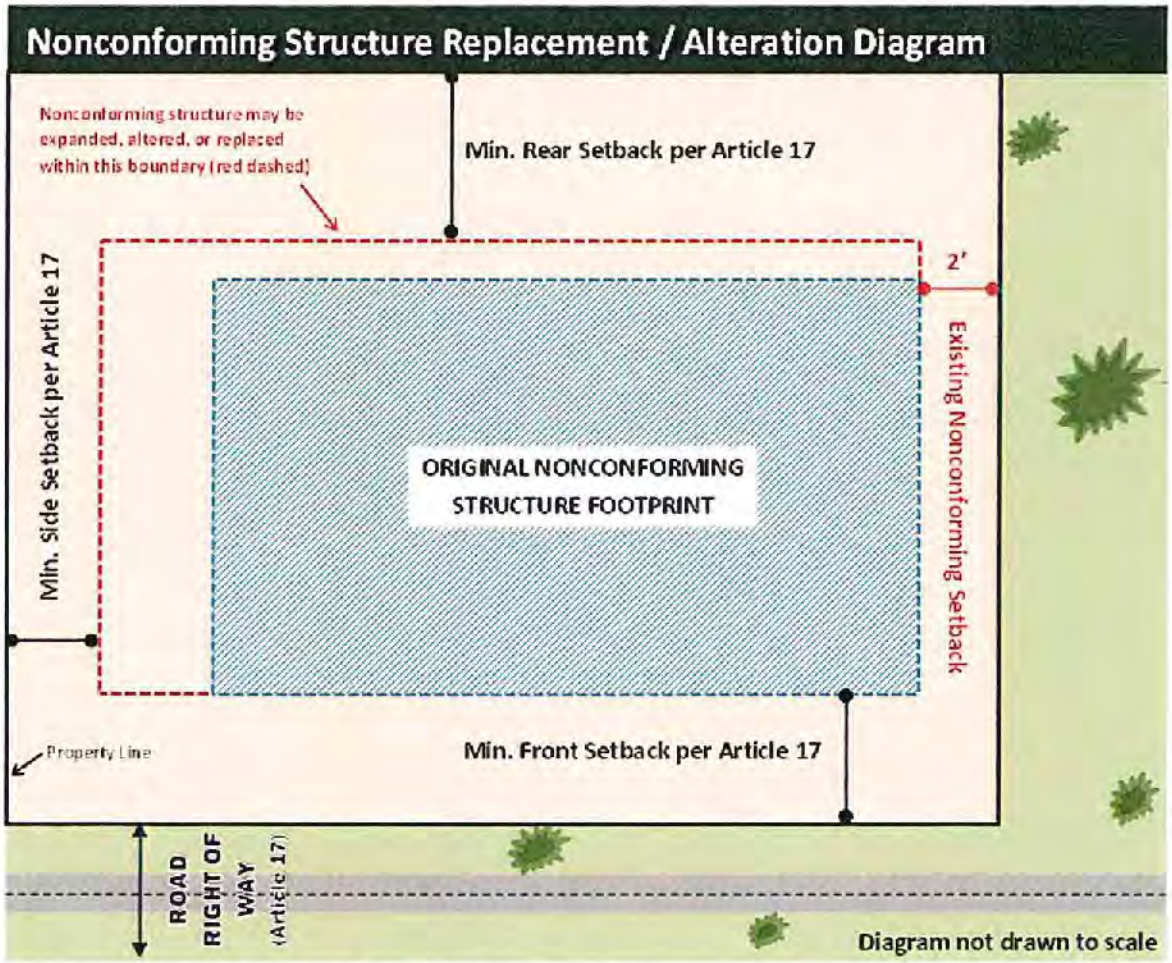
21.26.4 NONCONFORMING STRUCTURE

Nonconforming structures may be continued so long as they remain otherwise lawful, subject to the following provisions:

21.26.4.1 No nonconforming structure may be enlarged or altered in a way which increases its nonconformity. Such structures may be enlarged or altered in a way which does not increase its nonconformity.

21.26.4.2 ~~Should such structure be destroyed by any means to an extent of more than sixty (60) percent of its volume or floor area, exclusive of the foundation, or basement, it shall be reconstructed only in conformity with the provisions of this Ordinance.~~ A nonconforming structure may be restored, rebuilt, repaired, or replaced provided it utilizes the footprint of the original structure. Enlargements or alterations to the original structure's footprint may be made pursuant to section 21.26.4.1.

21.26.4.3 Should such structure be moved for any distance whatever, it shall thereafter conform to the regulations for the district in which it is located after it is removed.



21.26.5 NONCONFORMING USES OF STRUCTURES AND LAND

Nonconforming uses of structures and land may be continued so long as they remain otherwise lawful, subject to the following provisions:

21.26.5.1 No such nonconforming use of land or building shall be moved in whole or in part to any other portion of the lot or parcel occupied, other than to remove or lessen nonconforming conditions.

21.26.5.2 Any nonconforming use may be carried on throughout any parts of a building which were manifestly arranged or designed for such use, but no such use shall be extended to occupy any land outside such building.

21.26.5.3 Any nonconforming use of a structure, land, or structure and land, may be changed to another nonconforming use provided that the other use is equally or more appropriate to the district than the existing nonconforming use.

21.26.5.4 Any structure, or structure and land in combination, in or on which a nonconforming use is superseded by a permitted use, shall thereafter conform to the regulations for the district in which such structure is located, and the nonconforming use may not thereafter be resumed. A change in tenancy and ownership of nonconforming premises is permissible.

21.26.5.5 When a nonconforming use of structure, land, or structure and land in combination, is discontinued or ceases to exist for eighteen (18) consecutive months, the use, structure, or structure and premises in combination shall not thereafter be used except in conformance with the regulations of the district in which it is located.

21.26.5.6 Removal or destruction of the use and/or structure shall eliminate the nonconforming status.

21.26.6 REPAIR AND MAINTENANCE

Nothing in this Ordinance shall be deemed to prevent the strengthening or restoring to a safe condition of any building or part thereof declared to be unsafe by an official charged with protecting the public safety, upon order of such official.

21.26.7 SPECIAL LAND USE IS NOT A NONCONFORMING USE

Any use for which a special use permit is issued as provided in this Ordinance shall not be deemed a nonconforming use, but shall without further action be deemed a conforming use in such district.

OTSEGO COUNTY
Board of Commissioners

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

EXECUTIVE SUMMARY

AGENDA ITEM:	AGENDA DATE:
Public Hearing for Proposed Program Year 2018 Funding and Closeout of Program Year 2017 CDBG Grants with the MEDC Strategic Fund Agency.	July 30, 2019
AGENDA PLACEMENT:	ACTION REQUESTED:
Committee Reports, B. Housing Committee Recommendations, Item 1.	Motion to Approve
STAFF CONTACT(S):	ATTORNEY REVIEW:
Rachel Frisch, County Administrator Marlene Hopp, Veterans' Affairs, Housing, and Special Grants/Programs Director	No

BACKGROUND/DISCUSSION:

A public hearing is required for the proposed Program Year 2018 funding and closeout of Program Year 2017 CDBG Grants with the MEDC Strategic Fund.

RECOMMENDATION:

The Housing Committee recommends to the Board of Commissioners to hold a public hearing for the aforementioned purpose.

Otsego County Housing Committee

NOTICE OF PUBLIC HEARING

The Otsego County Board of Commissioners will conduct a public hearing on Tuesday, July 30, 2019 at 9:30 a.m. in the County Building, 225 W. Main Street, conference room 100, Gaylord MI 49735 for the purpose of proposed 'Program Year 2018' funding and closeout of 'Program Year 2017' CDBG grants with Michigan Economic Development Corporation through the Strategic Fund Agency.

A review of the Otsego County Housing Committee community development plan and application is available for review at Otsego County Housing Committee 225 W. Main Street, room 213, Gaylord MI 49735, contact (989) 731-7570 of which public or written comments can be submitted within 15 working days by August 20, 2019.

For the 2018 program year funding received within 7/1/2018 – 6/30/2019 dates, $66,402.14 is available to single-family dwellings for emergency home repairs and administration cost.

For the 2017 program year funding received within 7/1/2017 – 6/30/2018 dates, 10 single-family dwelling households in Otsego County were assisted with emergency repairs and administration cost totaling $116,150.47.

This is also giving notice to potential homeowner applicants of low to moderate total household income of at or below 80% area median income to apply and leverage 3% of repair project cost. Homeowners will not be displaced as a result of the proposed emergency activities. Residential/licensed contractors, including minority and women-owned businesses are encouraged to register to bid projects upon grant award.

AN EQUAL OPPORTUNITY HOUSING PROGRAM

OTSEGO COUNTY
Board of Commissioners

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

EXECUTIVE SUMMARY

AGENDA ITEM:	AGENDA DATE:
OCR 19-21 Resolution Authorizing MEDC Program Year 2018 CDBG Program Income Funding	July 30, 2019
AGENDA PLACEMENT:	ACTION REQUESTED:
Committee Reports, B. Housing Committee Recommendations, Item 1(a).	Motion to Approve
STAFF CONTACT(S):	ATTORNEY REVIEW:
Rachel Frisch, County Administrator Marlene Hopp, Veterans' Affairs, Housing, and Special Grants/Programs Director	No

BACKGROUND/DISCUSSION:

The Housing Committee proposes to apply for PY 2018 in the amount of $66,402.14, in order to continue efforts to improve housing conditions for its single-family low income residents.

RECOMMENDATION:

The Housing Committee recommends adopting OCR19-21 Authorizing MEDC Program Year 2018 CDBG Program Income Funding, and the accompanying grant application.

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in Room 100 at the County Building, 225 W. Main St., Gaylord, Michigan on the 30th day of July, 2019 beginning at 9:30 a.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Commissioner: _____.

RESOLUTION NO. OCR 19-21
AUTHORIZING RESOLUTION
OTSEGO COUNTY BOARD OF COMMISSIONERS
July 30, 2019

GRANT RESOLUTION

WHEREAS, the County of Otsego is interested in the continuing effort to improve housing conditions for its single-family low income residents; and

WHEREAS, the County of Otsego has demonstrated a need for this assistance with data outlined in the attached program income certification and finding of exempt activity per 24 CFR 58.34; and

WHEREAS, the County of Otsego intends to meet this need by submission of documents to the Michigan Economic Development Corporation (MEDC) Program Year (PY) 2018 – Community Development Block Grant - Program Income Funding of $66,402.14, along with 3% leverage from residential home owners of $1,633.49, thus meeting more needs; and

WHEREAS, the Otsego County Board of Commissioners accepts the recommendation of the Otsego County Housing Committee to apply for PY 2018 in the amount of $66,402.14. Home owners may apply per Otsego County Housing Committee guidelines at or below 80% area median income gross household threshold, with having a fixed mortgage rate at 0% – 3% interest and monthly payments over a maximum of 25 years;

County/AMI %	**Household Size**							
Otsego: 2019								
	1	**2**	**3**	**4**	**5**	**6**	**7**	**8**
80%	$34,550	$39,450	$44,400	$49,300	$53,250	$57,200	$61,150	$65,100

now, therefore, be it

RESOLVED, that the Otsego County Administrator, Rachel Frisch and/or Chief Elected Chairman on behalf of the Otsego County Board of Commissioners, be the Certifying Officer to sign and submit said MEDC's federal grant documents and Marlene K. Hopp, Director of the Otsego County Housing Committee be the Agency Administrator to prepare the grant and submit documents as required.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES: _____

_____

NO: _____

ABSTAIN: _____

THE RESOLUTION WAS DECLARED ADOPTED.

_____

Kenneth C. Borton, Chairman

_____

Susan I. DeFeyter, County Clerk

STATE OF MICHIGAN)
§
COUNTY OF OTSEGO)

The undersigned, being the duly qualified and acting Clerk of the County of Otsego, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the Otsego County Board of Commissioners at its regular meeting held on the 30th day of July, 2019, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that the minutes of such meeting were kept and will be or have been made available as required thereby.

_____

Susan I. DeFeyter, County Clerk

DATED: _____, 2019

Otsego County Housing Committee
225 West Main Street • Gaylord, Michigan 49735
989-731-7570 • Fax 989-731-7599 •TTY 1-800-649-3777

Marlene K. Hopp, Director
Cynthia M. Polena, Clerk
Kevan Flory, Inspector

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

PY 2018 CDBG Application

Project Description

The Otsego County Housing Committee will be applying for a grant through from Michigan Economic Development Corporation, Strategic Fund Agency of the Community Development Block Grant (CDBG) emergency 2018 program income funding in the amount of $66,402.14. This emergency grant will be in the within Otsego County for single-family residential dwellings to all qualified homeowners on an equal opportunity basis. These funds will assist low to moderate income residents not exceeding 80% of the county median income, as below, and by assisting emergency home repairs to single-family residential dwellings. A leverage of 3% repair cost from the owner will be required at mortgage closing.

Otsego County Area Median Income (AMI)

County/AMI %	Household Size							
Otsego: 2019	1	2	3	4	5	6	7	8
20%	$8,500	$9,700	$10,920	$12,120	$13,100	$14,060	$15,040	$16,000
30%	$12,950	$16,910	$21,330	$25,750	$30,170	$34,590	$38,200	$40,700
40%	$17,000	$19,400	$21,840	$24,240	$26,200	$28,120	$30,080	$32,000
50%	$21,250	$24,250	$27,300	$30,800	$33,300	$35,750	$38,200	$40,700
60%	$24,540	$28,020	$31,500	$34,980	$37,800	$40,620	$43,380	$46,200
70%	$28,630	$32,690	$36,750	$40,810	$44,100	$49,370	$50,610	$53,900
80%	$34,550	$39,450	$44,400	$49,300	$53,250	$57,200	$61,150	$65,100

Otsego Counties geographic area contains 24,164 persons, with 14,731 housing units of which 7,776 are owner–occupied, 1,980 renter-occupied and 4,975 are vacant, according to the 2010 census.

The desired outcomes would be to address the emergency needs to residential dwellings in aged neighborhoods at an affordable twenty-five (25) year mortgage loan at an interest rate of 0-3%, chart below demonstrates household and income limits. Thus attracting people to continue to work, live and move to our safe rural rapid growth community.

2019 CDBG INCOME GUIDELINES

Household Size	0% CDBG PI	1% CDBG PI	2% CDBG PI	3% CDBG PI 80% AMI
1	24,837	28,075	31,312	34,550
2	28,350	32,050	35,750	39,450
3	31,912	36,075	40,237	44,400
4	35,425	40,050	44,675	49,300
5	38,287	43,275	48,262	53,250
6	41,112	46,475	51,837	57,200
7	43,937	49,675	55,412	61,150
8	46,800	52,900	59,000	65,100

The map provided as enclosed demonstrates the outlining Otsego County. The criteria used for determining proposed homeowner investment are based on at or below 80% area median income, total gross household income, and a credit score of 600 or better to qualify to Otsego County Housing Committee's program guidelines.

Homeowners within Otsego County are reviewed by a verification process based on program guidelines. A telephone inquiry and credit reports are required to be reviewed of credit stability of continuance of ownership. Once income and expenses are verified, qualified projects are inspected and contractor bids are received for committee review, based on debt to income ratio, affordability of payments, market value of home and amount of emergency repairs needed to the residential dwelling.

The following activities will be promoted during the 12 month period as listed below.

Outline of Activities and Timeline

Activities	Responsible Individuals	Date Begin	Date End
Grant Application	Marlene Hopp	07/01/2019	08/21/2020
Marketing	Marlene Hopp	07/01/2019	06/15/2020
Environmental Review	Marlene Hopp Cynthia Polena Rachel Frisch	08/21/2019	06/30/2020
Fair Housing	Cynthia Polena	07/01/2019	06/30/2020
Process Applications	Cynthia Polena	08/21/2019	05/01/2020
Inspections	Kevan Flory	08/25/2019	05/07/2020
Bid Review/Openings	Committee	09/15/2019	05/21/2020
Mortgage Documents	Cindee Polena	09/30/2019	06/01/2020
Financial Management	Marlene Hopp	07/01/2019	06/30/2020
Grant Management	Marlene Hopp	07/01/2019	06/30/2020

Budget

The planned budget displayed below totaling $66,402.14 contains 2018 program income CDBG and owner leverage funding with proposing to assist six (6) single-family residential emergency housing projects.

A breakdown of administration costs for Directors salary, Clerk wages, benefits, travel, and contractual inspector is demonstrated in the planned budget to equal the limit of 18% total project costs.

Based on an average cost of $9,800 per project and federal funding constraints, a total of six (6) single-family emergency projects are projected with leverage funding.

Relocation will not be performed, as this is for emergency home repairs only and funding is limited and not available through the CDBG program.

Budget of Activities

PY 2018 MEDC CDBG Program Income County Emergency	Owner Leverage	Total	Project Type
$54,449.76	$1,633.49	$56,083.25	Emergency situations: Water Well, Leaking Roofs, Furnaces, Hot Water Equipment, Plumbing repairs, Electrical or Gas Repairs, Structural Damage, Handicapped Accessibility.
$11,952.38			Administration Costs
$66,402.14			**Total – 6 proposed projects**

Staffing Experience/Capacity

Staffing includes a housing director, Marlene Hopp of 27 years with the Otsego County Housing Committee with role of marketing, writing and administering housing projects, files and grants. The housing clerk, Cindee Polena of 14 years experience with the committee provides step verification procedures, mortgage closings, fair housing, and maintains project files, mortgage payments and balances. The contractual inspector, Kevan Flory maintains a residential builders license, UPCS certification, lead based paint RRP certification, County Building and Land Use Department position and vast continuing education training.

The Director, Clerk, contractual inspector and Housing Committee have existed since 1992, a total of 27 years of successful and continuous years of experience of implementing and oversight with MSHDA and MEDC CDBG and HOME funding programs and housing projects throughout Otsego County and targeted areas, HOME Homebuyer Purchase Rehabilitation (HPR) program for single-family rehabilitation and down payment assistance; CDBG rental rehabilitation/development of 37 apartment units to downtown Gaylord, and a Neighborhood Prevention Program (NPP) grant including beautification, infrastructure, rental rehabilitation, and single-family rehabilitation in the Village of Vanderbilt.

The contractual inspector having 5 years of experience with the UPCS home inspections, homeowners and contractors. Inspector has 31 years of construction experience and 16 years as State of Michigan Building Inspector, thus maintains a residential builders license, UPCS certificate, lead based paint renovator initial certification, and vast continuing education training.

The Housing Director and Clerk continue to administer these CDBG program income emergency funding. Homeowners within Otsego County are reviewed by verification process based on program guidelines. Project inspections are performed by inspector, and the Director maintains the budget, financial reports and spreadsheets to stay in compliance.

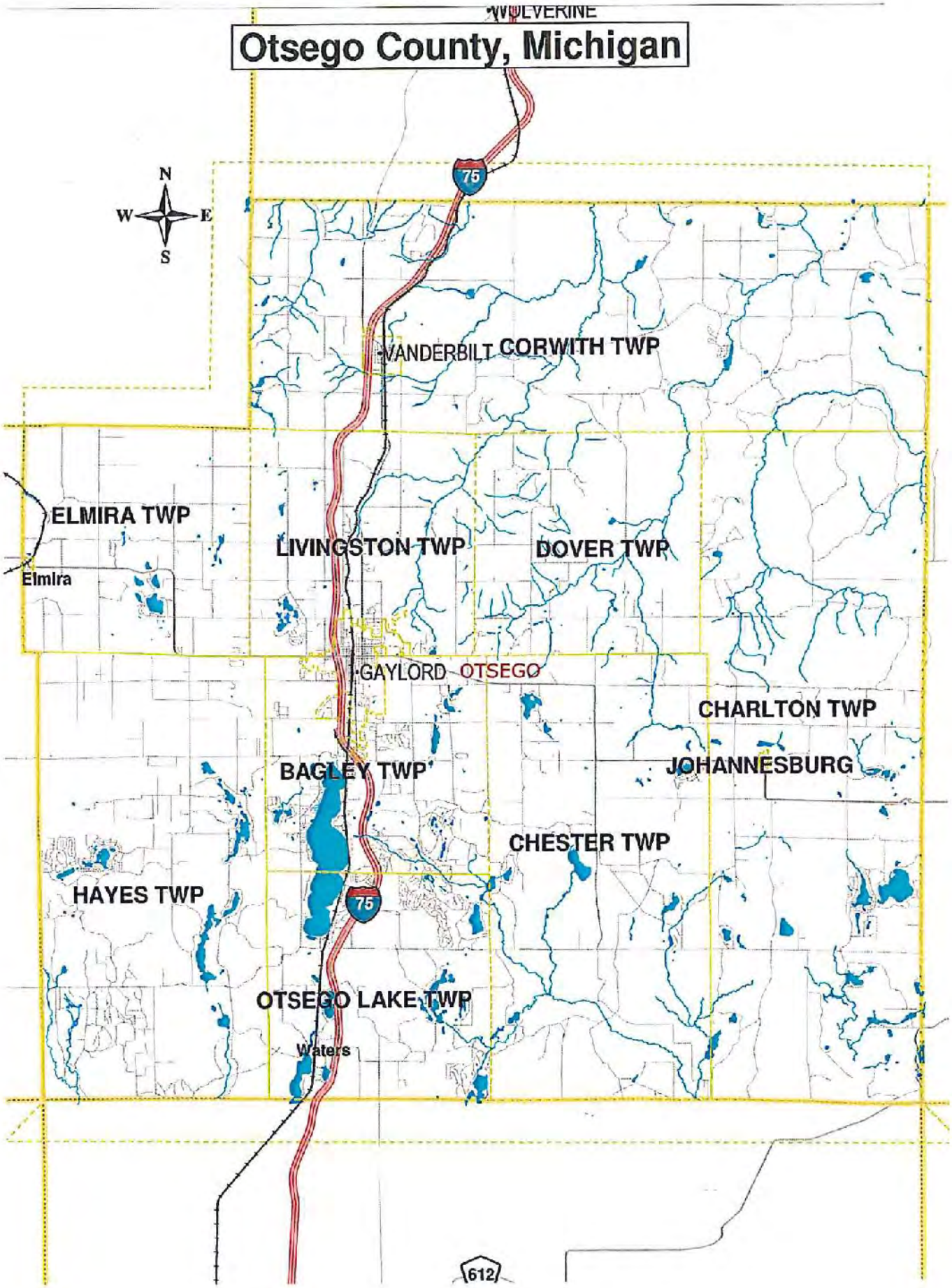
Agency Qualifications

Our agency will continue to comply with all grant administration and audit requirements to assure program rules and regulations are met. Office staff shares responsibilities overview of project files, purchase orders, account balances with the Otsego County Finance Department, and single audit is performed each year.

Financial Capacity: Our agency does not have a delinquency in relation to any local, county, state or federal taxing jurisdiction property, income or business taxes.

Technical Capacity: The last time our agency was monitored was on April 15, 2015 date.

Otsego County, Michigan



OTSEGO COUNTY
Board of Commissioners

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

EXECUTIVE SUMMARY

AGENDA ITEM:	AGENDA DATE:
OCR 19-22 Fair Housing Resolution	July 30, 2019
AGENDA PLACEMENT:	ACTION REQUESTED:
Committee Reports, B. Housing Committee Recommendations, Item 1(b).	Motion to Approve
STAFF CONTACT(S):	ATTORNEY REVIEW:
Rachel Frisch, County Administrator Marlene Hopp, Veterans' Affairs, Housing, and Special Grants/Programs Director	No

BACKGROUND/DISCUSSION:

It is the policy of Otsego County to implement mortgage programs to ensure equal opportunity in housing, in accordance with applicable Federal and State laws. The Housing Committee has reviewed and proposes the Fair Housing Resolution and accompanying Policy.

RECOMMENDATION:

The Housing Committee recommends adopting OCR19-22 The Fair Housing Resolution, and the accompanying Fair Housing Policy.

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in Room 100 at the County Building, 225 W. Main St., Gaylord, Michigan on the 30th day of July, 2019 beginning at 9:30a.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Commissioner: _____.

RESOLUTION NO. OCR 19-22
AUTHORIZING RESOLUTION
OTSEGO COUNTY BOARD OF COMMISSIONERS
July 30, 2019

FAIR HOUSING RESOLUTION

WHEREAS, under the Federal Fair Housing Law, Title VIII of the Civil Rights Act of 1968, it is illegal to deny housing to any person because of race, color, religion, gender, physical or mental disabilities or national origin; and,

WHEREAS, under the Michigan Elliott-Larsen Civil Rights Act, PA 453 of 1976, as amended, it is illegal to deny the opportunity to obtain housing to any person because of religion, race, color, national origin, age, sex, height, weight, familial status, or marital status; and

WHEREAS, LET IT BE KNOWN TO ALL PERSONS that it is the policy of **Otsego County** to implement mortgage programs to ensure equal opportunity in housing for all persons regardless of religion, race, color, national origin, age, sex, height, weight, familial status, or marital status. Therefore, **Otsego County** does hereby pass the following Resolution:

BE IT RESOLVED that in accordance with Executive Order 11063, **Otsego County** shall not discriminate in the sale, rental, leasing, or financing of housing because of religion, race, color, gender, physical or mental disabilities, national origin, age, height, weight, familial status, or marital status; and

Otsego County will assist all persons who feel they have been discriminated against because of religion, race, color, gender, physical or mental disabilities, national origin, age, height, weight, familial status, or marital status to seek equity under federal and state laws by providing information to said persons on how to file a complaint with the Michigan Department of Civil Rights; and

Otsego County will at a minimum post this policy or the Fair Housing poster or other posters, flyers or other information which will bring to the attention of owners of real estate, developers and builders their respective responsibilities and rights under the Federal Fair Housing Law and Michigan Elliott Larsen Act; and, now, therefore be it

RESOLVED, that the opportunity to participate in federal, state and locally funded programs without discrimination because of race, religion, national origin, color, sex, marital status, age or disability is hereby recognized and declared to be a civil right; and be it further

RESOLVED, that the Otsego County Board of Commissioners hereby appoints Cynthia Polena, Otsego County Housing Clerk on July 24th, 2018 as the Otsego County Housing Program Fair Housing contact person. Upon any complaints that refer to any discrimination with the Otsego County Housing Program based on the above description Mrs. Polena will follow the Otsego County Fair Housing Policy, attached.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES: _____

_____

NO: _____

ABSTAIN: _____

THE RESOLUTION WAS DECLARED ADOPTED.

_____
Kenneth C. Borton, Chairman

_____
Susan I. DeFeyter, County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF OTSEGO)

The undersigned, being the duly qualified and acting Clerk of the County of Otsego, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the Otsego County Board of Commissioners at its regular meeting held on the 30th day of July, 2019, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that minutes of such meeting were kept and will be or have been made available as required thereby.

_____
Susan I. DeFeyter, County Clerk

DATED: _____, 2019

OTSEGO COUNTY FAIR HOUSING POLICY

The Otsego County Housing Program (known as T***he Housing Program*** throughout the remainder of this policy) is committed to fair housing and will work aggressively to ensure that the Otsego County housing developments comply fully with all state, federal and local fair housing laws. The Housing Program has appointed Cynthia Polena, Otsego County Housing Clerk as their fair housing contact person. Ms. Polena has an understanding of the Fair Housing Laws and will attend applicable training to remain informed.

The Housing Program has established a Fair Housing Log. The Fair Housing Log will be maintained by Cynthia Polena, and will disclose information regarding any and all fair housing concerns and their outcomes. Fair housing issues identified in the community, such as in the newspaper; will be recorded in the log. Persons wishing to file a housing related complaint or concern will be referred to the Michigan Department of Civil Rights, HUD, and their local Fair Housing Center. Persons wishing to file a complaint or concern that is employment related will be referred to the Equal Employment Opportunity Committee and the Michigan Department of Civil Rights. The Housing Program will notify MEDC or MSHDA if a complaint or concern is filed.

The offices of The Housing Program are accessible and barrier free. The Otsego County Housing office will make every attempt to reasonably accommodate all of its customers.

The Housing Program will include the Fair Housing Logo on all of its documents and advertisements. The Housing Program will post a Fair Housing poster in a place visible to the public. The Housing Program will secure and distribute Fair Housing material provided by Michigan Economic Development, Michigan State Housing Development Authority and various other Fair Housing agencies and organizations. ***"Fair Housing, Equal Opportunity for All"*** brochure #HUD-1686-1 FHEO dated 2011 and will be distributed to all applicants.

The Housing Program will consider all applicants and contractors based on qualifications. No applicant or contractor will be denied housing or a contract based on their race, color, national origin, religion, age, sex, marital status, familiar status and/or disability. Persons raising concerns regarding discrimination will not be retaliated against. The Housing Program will request that both minority and women apply for assistance through the single-family and emergency assistance programs.

The Housing Program is committed to affirmative marketing and will identify their fair housing needs and barriers. The Housing Program will address these needs and barriers by establishing a plan to resolve and meet fair housing needs.

The Housing Program is committed to providing safe, affordable, decent, and sanitary housing located in areas where people choose to live.

To this policy includes language of the attached executive order 11063.

Executive Order 11063

DATE: 11-20-62

24 -- Housing and Urban Development

Equal opportunity in housing

WHEREAS the granting of Federal assistance for the provision, rehabilitation, or operation of housing and related facilities from which Americans are excluded because of their race, color, creed, or national origin is unfair, unjust, and inconsistent with the public policy of the United States as manifested in its Constitution and laws; and

WHEREAS the Congress in the Housing Act of 1949 has declared that the general welfare and security of the Nation and the health and living standards of its people require the realization as soon as feasible of the goal of a decent home and a suitable living environment for every American family; and

WHEREAS discriminatory policies and practices based upon race, color, creed, or national origin now operate to deny many Americans the benefits of housing financed through Federal assistance and as a consequence prevent such assistance from providing them with an alternative to substandard, unsafe, unsanitary, and overcrowded housing; and

WHEREAS such discriminatory policies and practices result in segregated patterns of housing and necessarily produce other forms of discrimination and segregation which deprive many Americans of equal opportunity in the exercise of their unalienable rights to life, liberty, and the pursuit of happiness; and

WHEREAS the executive branch of the Government, in faithfully executing the laws of the United States which authorize Federal financial assistance, directly or indirectly, for the provision, rehabilitation, and operation of housing and related facilities, is charged with an obligation and duty to assure that those laws are fairly administered and that benefits there under are made available to all Americans without regard to their race, color, creed, or national origin:

NOW, THEREFORE, by virtue of the authority vested in me as President of the United States by the Constitution and laws of the United States, it is ordered as follows:

Part I -- Prevention of Discrimination

Section 101. I hereby direct all departments and agencies in the executive branch of the Federal Government, insofar as their functions relate to the provision, rehabilitation, or operation of housing and related facilities, to take all action necessary and appropriate to prevent discrimination because of race, color, creed, or national origin.

note: Executive Order 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307, section 101 to apply to discrimination because of race, color, religion (creed), sex, or origin.

(a) in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are --

(i) owned or operated by the Federal Government, or

(ii) provided in whole or in part with the aid of loans, advances, grants, or contributions hereafter agreed to be made by the Federal Government, or

(iii) provided in whole or in part by loans hereafter insured, guaranteed, or otherwise secured by the credit of the Federal Government, or

(iv) provided by the development or the redevelopment of real property purchased, leased, or otherwise obtained from a State or local public agency receiving Federal financial assistance for slum clearance or urban renewal with respect to such real property under a loan or grant contract hereafter entered into; and

(b) in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices relate to loans hereafter insured or guaranteed by the Federal Government.

Sec. 102. I hereby direct the Department of Housing and Urban Development and all other executive departments and agencies to use their good offices and to take other appropriate action permitted by law, including the institution of appropriate litigation, if required, to promote the abandonment of discriminatory practices with respect to residential property and related facilities heretofore provided with Federal financial assistance of the types referred to in Section 101(a)(ii), (iii), and (iv).

[Sec. 102 amended by EO 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307]

Part II -- Implementation by Departments and Agencies

Sec. 201. Each executive department and agency subject to this order is directed to submit to the President's Committee on Equal Opportunity in Housing established pursuant to Part IV of this order (hereinafter sometimes referred to as the Committee), within thirty days from the date of this order, a report outlining all current programs administered by it which are affected by this order.

Sec. 202. Each such department and agency shall be primarily responsible for obtaining compliance with the purposes of this order as the order applies to programs administered by it; and is directed to cooperate with the Committee, to furnish it, in accordance with law, such information and assistance as it may request in the performance of its functions, and to report to it at such intervals as the Committee may require.

Sec. 203. Each such department and agency shall, within thirty days from the date of this order, issue such rules and regulations, adopt such procedures and policies, and make such exemptions and exceptions as may be consistent with law and necessary or appropriate to effectuate the purposes of this order. Each such department and agency shall consult with the Committee in order to achieve such consistency and uniformity as may be feasible.

Part III -- Enforcement

Sec. 301. The Committee, any subcommittee thereof, and any officer or employee designated by any executive department or agency subject to this order may hold such hearings, public or private, as the Committee, department, or agency may deem advisable for compliance, enforcement, or educational purposes.

Sec. 302. If any executive department or agency subject to this order concludes that any person or firm (including but not limited to any individual, partnership, association, trust, or corporation) or any State or local public agency has violated any rule, regulation, or procedure issued or adopted pursuant to this order, or any non-discrimination provision included in any agreement or contract pursuant to any such rule, regulation, or procedure, it shall endeavor to end and remedy such violation by informal means, including conference, conciliation, and persuasion unless similar efforts made by another Federal department or agency have been unsuccessful. In conformity with rules, regulations, procedures, or policies issued or adopted by it pursuant to Section 203 hereof, a department or agency may take such action as may be appropriate under its governing laws, including, but not limited to, the following:

It may --

(a) cancel or terminate in whole or in part any agreement or contract with such person, firm, or State or local public agency providing for a loan, grant, contribution, or other Federal aid, or for the payment of a commission or fee;

(b) refrain from extending any further aid under any program administered by it and affected by this order until it is satisfied that the affected person, firm, or State or local public agency will comply with the rules, regulations, and procedures issued or adopted pursuant to this order, and any nondiscrimination provisions included in any agreement or contract;

(c) refuse to approve a lending institution or any other lender as a beneficiary under any program administered by it which is affected by this order or revoke such approval if previously given.

Sec. 303. In appropriate cases executive departments and agencies shall refer to the Attorney General violations of any rules, regulations, or procedures issued or adopted pursuant to this order, or violations of any nondiscrimination provisions included in any agreement or contract, for such civil or criminal action as he may deem appropriate. The Attorney General is authorized to furnish legal advice concerning this order to the Committee and to any department or agency requesting such advice.

Sec. 304. Any executive department or agency affected by this order may also invoke the sanctions provided in Section 302 where any person or firm, including a lender, has violated the rules, regulations, or procedures issued or adopted pursuant to this order, or the nondiscrimination provisions included in any agreement or contract, with respect to any program affected by this order administered by any other executive department or agency.

Part IV -- Establishment of the President's Committee on Equal Opportunity in Housing [Part IV revoked by EO 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307]

Part V -- Powers and Duties of the President's Committee on Equal Opportunity in Housing Sec. 501. [Revoked]

[Sec. 501 revoked by EO 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307]

Sec. 502. (a) The Committee shall take such steps as it deems necessary and appropriate to promote the coordination of the activities of departments and agencies under this order. In so doing, the Committee shall consider the overall objectives of Federal legislation relating to housing and the right of every individual to participate without discrimination because of race, color, creed, or national origin in the ultimate benefits of the Federal programs subject to this order.

Editorial note: Executive Order 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307, revises section 502 to apply to discrimination because of race, color, religion (creed), sex, or national origin.

(b) The Committee may confer with representatives of any department or agency, State or local public agency, civic, industry, or labor group, or any other group directly or indirectly affected by this order; examine the relevant rules, regulations, procedures, policies, and practices of any department or agency subject to this order and make such recommendations as may be necessary or desirable to achieve the purposes of this order.

(c) The Committee shall encourage educational programs by civic, educational, religious, industry, labor, and other nongovernmental groups to eliminate the basic causes of discrimination in housing and related facilities provided with Federal assistance.

Sec. 503. [Revoked]

[Sec. 503 revoked by EO 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307]

Part VI -- Miscellaneous

Sec. 601. As used in this order, the term ``departments and agencies'' includes any wholly-owned or mixed-ownership Government corporation, and the term ``State'' includes the District of Columbia, the Commonwealth of Puerto Rico, and the territories of the United States.

Sec. 602. This order shall become effective immediately.

The provisions of Executive Order 11063 of Nov. 20, 1962, appear at 27 FR 11527, 3 CFR, 1959 - 1963 Comp., p. 652, unless otherwise noted.

Content updated June 30, 2002

U.S. Department of Housing and Urban Development
451 7th Street S.W., Washington, DC 20410
Telephone: (202) 708-1112 TTY: (202) 708-1455
Find the address of a HUD office near you

Equal Housing Opportunity

OTSEGO COUNTY
Board of Commissioners

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

EXECUTIVE SUMMARY

AGENDA ITEM:	AGENDA DATE:
CDBG Otsego County Citizen Participation Plan	July 30, 2019
AGENDA PLACEMENT:	ACTION REQUESTED:
Committee Reports, B. Housing Committee Recommendations, Item 1(c).	Motion to Approve
STAFF CONTACT(S):	ATTORNEY REVIEW:
Rachel Frisch, County Administrator Marlene Hopp, Veterans' Affairs, Housing, and Special Grants/Programs Director	No

BACKGROUND/DISCUSSION:

A Citizen Participation Plan is required for the CDBG Grants to provide for and encourage citizen participation on the program, giving them opportunity to participate in an advisory role in the planning, implementation, and assessment of the Otsego County Housing Committee CDBG Program. It has been developed to comply with the regulations and requirements of the CDBG Program.

RECOMMENDATION:

The Housing Committee recommends approval of the Otsego County Citizen Participation Plan.

OTSEGO COUNTY CITIZEN PARTICIPATION PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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SECTION 1. INTRODUCTION

The Otsego County Housing Committee has designed this community-wide Citizen Participation Plan to provide for and encourage citizen participation in the Community Development Block Grant (CDBG) program. This Plan is an essential element of the Otsego County present and future community development process and has been developed to comply with the regulations and requirements of the CDBG program as administered by the Michigan Economic Development Corporation (MEDC).

The primary goal of this Citizen Participation Plan is to provide all citizens of the community with adequate opportunity to participate in an advisory role in the planning, implementation, and assessment of the Otsego County Housing Committee CDBG program(s). The Plan sets forth policies and procedures for citizen participation, which are designed to maximize the opportunity for citizen participation in the community development process. Special emphasis has been placed on encouraging participation by persons of low and moderate incomes, residents of blighted neighborhoods, and residents of areas where community development funds are utilized.

Citizens are encouraged to participate in all phases of the CDBG program(s) and will be provided full access to program information. However, final responsibility and authority for the development and implementation of CDBG program(s) will lie with the Otsego County Board of Commissioners.

SECTION 2. SCOPE OF PARTICIPATION

The Otsego County Housing Committee will make reasonable efforts to provide for citizen participation during the community development process and throughout the planning, implementation and assessment of all CDBG program(s) undertaken by the Otsego County Housing Committee. Local officials will make every effort to involve citizens in all phases of the development, implementation and assessment of community development programs including, but not limited to, the following phases:

a. identification and assessment of housing and community development needs; determination of CDBG project(s) and documentation; and the development of CDBG application(s);
b. changes and/or amendments to approved CDBG projects; and,
c. assessment of CDBG program performance.

All phases of the community development process will be conducted by local officials in an open manner. Citizens of the Otsego County are encouraged to participate at all levels and will be given access to program information during each phase of any CDBG program as outlined herein.

SECTION 3. CITIZEN PARTICIPATION CONTACT PERSON

Marlene K. Hopp, Director has been designated Citizen Participation Coordinator by the Rachel Frisch, Otsego County Administrator and will serve as the contact person for all matters concerning citizen participation activities. This person shall be responsible for overseeing citizen participation throughout the community development process and the implementation of all citizen participation activities and functions, except those which may be specifically delegated to other parties by this Plan.

The specific duties and responsibilities of the Citizen Participation Coordinator shall include, but not necessarily be limited to: disseminating information concerning proposed projects and the status of current project activities; coordinating various groups which may be participating in the community development process; receiving written comments; serving as a vehicle by which ideas, comments, and proposals from local residents may be transmitted to local officials and/or program staff; and, monitoring the citizen participation process and proposing such amendments to the Citizen Participation Plan as may be necessary.

The Citizen Participation Coordinator may be contacted at 225 W. Main Street, room 213, Gaylord, MI 49735 (989) 731-7570 during regular business hours. All questions concerning citizen participation in the community development process should be addressed to the Citizen Participation Coordinator.

SECTION 4. TECHNICAL ASSISTANCE

The staff of the Otsego County Housing Committee shall provide technical assistance to individual citizens and citizen groups, especially those groups representative of persons of low or moderate income, as may be required to adequately provide for citizen participation in the planning, implementation and assessment of CDBG program(s).

Such technical assistance is intended to increase citizen participation in the community development decision making process and to ensure that such participation is meaningful. Technical assistance shall also be utilized to foster public understanding of CDBG program requirements.

Technical assistance shall be provided on request and may include, but not necessarily be limited to: interpreting the CDBG program and its rules, regulations, procedures and/or requirements; providing information and/or materials concerning the CDBG program; and, assisting low and moderate income citizens, and residents of blighted neighborhoods to develop statements of views, identify their needs, and to develop activities and proposals for projects which, when implemented, will resolve those needs.

Technical assistance may be obtained by contacting the Citizen Participation Coordinator.

SECTION 5. PUBLIC HEARINGS

Citizen participation in the community development process will be conducted on a community-wide basis and will actively involve the views and proposals of all citizens, especially low and moderate income persons and residents of areas where CDBG activities are proposed or on-going.

Public hearings will be held during all phases of the community development process, as outlined herein, to allow citizens to voice opinions and offer proposals concerning the development and performance of CDBG programs. Local officials will respond to questions and proposals from citizens at each public hearing. Any questions that citizens may have concerning a program will be answered and their comments, suggestions, and/or proposals will be received. Citizens may also express comments and views concerning the community development process or any specific CDBG project to the governing body at any regularly scheduled meeting.

5.1 Public Hearing Times and Locations

All public hearings will be held at times and locations which will be accessible to all citizens, especially persons of low and moderate incomes, and residents of blighted neighborhoods and CDBG project areas.

Public hearings will be scheduled for convenient times as determined by Otsego County Board of Commissioners. Public hearings may be held at any site which, in the opinion of the Otsego County Housing Committee, provides adequate access for citizen participation.

Hearings will normally be held at Otsego County Building, 225 W. Main Street, room 100, Gaylord, MI 49735. This site is centrally located and generally accessible to all citizens. This building is also accessible to persons with disabilities. Hearings may, however, at the option of the Otsego County Board of Commissioners be held at an alternate location to be specified in the public hearing notice(s).

5.2 Application Public Hearing

At least one public hearing shall be held during any CDBG program fiscal year prior to the submission of an application to the MEDC for CDBG assistance. The primary purpose of the public hearing shall be to assess community needs and problems in an effort to determine the most critical needs to be addressed by the CDBG program; and also to present for public comment and review the program activities which have been selected by Otsego County Housing Committee to resolve the identified needs.

An application public hearing will be held during the initial stage of program development to discuss items regarding community development and housing needs, the CDBG program, and the application process. The objective of citizen participation at this stage is to provide meaningful, community-wide citizen input into the decision-making process during the assessment of community needs and the consideration of priorities and options associated with the development and submission of a CDBG

application. Local officials will also entertain proposals and comments from citizens concerning community development activities at this hearing.

This hearing will normally serve to discuss and review the information appropriate for all applications submitted by Otsego County Housing Committee during any fiscal year. Substantial changes in community development or housing needs in the community as determined by local officials may necessitate another hearing to fulfill the role of the first public hearing prior to the submission of other CDBG applications late in the fiscal year.

Citizens will be provided with information concerning the CDBG program at this public hearing. Such information shall include, but not necessarily be limited to: the goals and objectives of the CDBG program; the total amount of CDBG funds available; the role of citizens in program planning, implementation, and assessment; the range of activities which may be undertaken; the process to be followed in developing a CDBG application; the application timetable(s); the application rating process; the schedule of meetings and hearings; activities previously funded in Otsego County Housing Committee through the CDBG program; and, an identification of projects which could result in the relocation of area residences or businesses; and the actions that would be undertaken if such relocation were necessary. Furthermore, the effectiveness of the Citizen Participation Plan in allowing citizen participation in the community development process and potential changes and/or amendments to the Plan will also be discussed at this meeting.

Otsego County Housing Committee may, at the option of local officials, review multiple CDBG project applications at one hearing when more than one application is to be submitted during the same fiscal year. Each such hearing shall be held prior to, and in preparation for, the application's approval by Otsego County Board of Commissioners.

A second objective of citizen participation during this stage is to inform citizens of the proposed project activities to be included in a CDBG application(s) and to solicit comments from citizens concerning these activities.

Citizens attending this hearing will be provided with information concerning the CDBG project(s) proposed including, but not necessarily limited to: the project application(s) to be submitted and the applicable CDBG fund; specific project activities to be included; the location of the project activities; the approximate cost estimate for the proposed activities; the estimate of local match required; the impact of the project on low and moderate income persons; and, the approximate application submittal date.

5.3 Amendment Public Hearings

Otsego County Housing Committee will assure the opportunity for citizen participation during the implementation of any CDBG program(s) when changes to the project are under consideration by Otsego County Housing Committee. Citizen participation shall be obtained and considered in any amendments to a CDBG program which involves changes in dollar amount spent on any activity, changes in program

beneficiaries, changes in the location of approved activities, addition to or deletion of project activities, and major budget shifts between approved activities.

To ensure adequate opportunity for citizen participation during CDBG programs, Otsego County Board of Commissioners shall hold a public hearing on all formal amendments which require the MEDC approval. For "local" amendments (as defined by the MEDC) and changes for which the MEDC approval is not required, input from citizens concerning changes or amendments will be received at regularly scheduled Otsego County Board of Commissioners meetings where such changes or amendments are considered.

5.4 Assessment of Performance Public Hearings

Citizens of Otsego County will be provided with the opportunity to comment on the performance of local officials, Otsego County Housing Committee staff, consultants, engineers, and contractors, and the actual use of CDBG funds during the implementation of a CDBG program. Citizens will also be requested to assess the performance of the Otsego County Housing Committee in resolving identified community development and housing needs, and in achieving its community development goals and objectives. On-going community assessment of the effectiveness of the community development process is considered essential to the success of the CDBG program.

At the conclusion of each CDBG project, a public hearing will be held to review program activities and to assess program performance. This hearing shall be held prior to the submission of the Performance Assessment Report and any other required closeout documents to the MEDC for a CDBG project. This hearing will be used to ensure community-wide participation in the evaluation of the CDBG program.

5.5 Additional Hearings

Other public hearings may be held as deemed necessary by Otsego County Board of Commissioners in order to inform citizens of community development project(s) and activities, and to solicit citizen opinions and comments. All additional hearings shall comply with the requirements set forth in this Plan.

5.6 Non English Speaking Residents

Otsego County Housing Committee has followed the guidance provided in the MEDC Non English Speaking Residents to determine the need to undertake reasonable actions to facilitate the participation of persons with Limited English Proficiency. Local officials will undertake all reasonable actions necessary to allow such persons to participate in the community development process. Such actions may include the provision of an interpreter and/or the provision of materials in the appropriate language or format for persons with Limited English Proficiency, upon request.

5.7 Public Hearing Notice

Notice of public hearings will be published in a local newspaper at least five (5) working days prior to the hearing date. Otsego County Housing Committee may waive hearing notice requirements in cases where unusual circumstances justify alternative means of notifying the general public. In such situations, shorter notice may be given, and public notices posted in public places may be used in place of a notice published in the newspaper. Each notice of a hearing shall include the time, date, place, and topics and procedures to be discussed. Notices for public hearings may be run or posted, separately or together, as may be deemed necessary by the Rachel Frisch, Otsego County Administrator.

5.8 Accessibility to Low and Moderate Income Persons

The public hearing procedures outlined herein are designed to promote participation by low and moderate income citizens, as well as residents of blighted neighborhoods and CDBG project areas in any public hearing(s). Local officials may take additional steps to further promote participation by such groups, or to target program information to these persons should officials feel that such persons may otherwise be excluded or should additional action be deemed necessary. Activities to promote additional participation may include: posting of notices in blighted neighborhoods and in places frequented by low and moderate income persons, and holding public hearings in low and moderate income neighborhoods or areas of existing or proposed CDBG project activities.

5.9 Accessibility to Persons with Disabilities

The locations of all public hearings as described herein shall be made accessible to persons with disabilities. Otsego County Housing Committee shall provide a sign language interpreter whenever the Citizen Participation Coordinator is notified in advance that one or more hearing impaired persons will be in attendance. Otsego County Housing Committee shall provide a qualified reader whenever the Citizen Participation Coordinator is notified in advance that one or more visually impaired persons will be in attendance. Additionally, Otsego County Housing Committee shall provide reasonable accommodations whenever the Citizen Participation Coordinator is notified in advance that one or more persons with mobility or developmental disabilities will be in attendance. However, the county building within the location of 225 W. Main Street, Gaylord MI 49735 is ADA handicapped accessible.

SECTION 6. PROGRAM INFORMATION

Citizens will be provided full access to CDBG program information during all phases of a CDBG project. Local officials of Otsego County Housing Committee shall make reasonable effort to assure that CDBG program information is available to all citizens, especially those of low and moderate incomes and those residing in blighted or Limited English Proficiency neighborhoods and/or CDBG project areas.

To facilitate citizen access to CDBG program information, the Citizen Participation Coordinator will keep all documents related to a CDBG program on file at Otsego County Housing Committee 225 W. Main Street, room 213 Gaylord, MI 49735. Information from the project files shall be made available for examination and duplication, on request, during regular business hours. CDBG program information and materials, concerning specific CDBG projects will be available and distributed to the public at the regularly scheduled public hearings as outlined in this Plan. Furthermore, information concerning any CDBG project will be available at regularly scheduled council meetings where the program is discussed.

Materials to be made available shall include, but are not necessarily limited to: the Citizen Participation Plan; records of public hearing; prior CDBG program applications; letters of approval; grant agreements; the environmental review record; financial and procurement records; project repair specifications; labor standards materials; performance and final reports; other reports required by the MEDC; proposed and approved CDBG program application(s) for the current year or project; written comments or complaints received concerning the community development program, and written responses from Otsego County Housing Committee; and, copies of the applicable Federal and State rules, regulations, policies, requirements and procedures governing the CDBG program.

In no case shall Otsego County Housing Committee disclose any information concerning the financial status of any program participant(s) which may be required to document program eligibility or benefit. Furthermore, Otsego County Housing Committee shall not disclose any information which may, in the opinion of Rachel Frisch, Otsego County Administrator, be deemed of a confidential nature.

SECTION 7. PROCEDURES FOR COMMENTS, OBJECTIONS AND COMPLAINTS

The public hearings scheduled, as described in this Citizen Participation Plan, are designed to facilitate public participation in all phases of the community development process. Citizens are encouraged to submit their views and proposals on all aspects of a community development program at the public hearings. However, to ensure that citizens are given the opportunity to assess and comment on all aspects of the community development program on a continuous basis, citizens may, at any time, submit written comments or complaints to Otsego County Housing Committee.

Any citizen or citizen's group desiring to comment or object to any phase of the planning, development or approval of the application for CDBG funds, or to the implementation of any CDBG program, should submit such comments or objections in writing to the Rachel Frisch, Otsego County Administrator. Should, after a reasonable period, a party believe that his/her comment or complaint has not been properly addressed or considered by the Rachel Frisch, Otsego County Administrator, then the aggrieved may appeal his/her case to the Otsego County Housing Committee.

Local officials shall make every effort to provide written responses to citizen proposals or complaints within fifteen (15) working days of the receipt of such comments or complaints where practicable. Should Otsego County Housing Committee

be unable to sufficiently resolve an objection or complaint, it may be forwarded by the aggrieved party to the MEDC.

Citizens may, at any time, contact the MEDC directly to register comments, objections or complaints concerning Otsego County Housing Committee CDBG application(s) and/or program(s). Citizens are encouraged, however, to attempt to resolve any complaints at the local level as outlined above prior to contacting the MEDC.

All comments or complaints submitted to the MEDC, shall be addressed in writing to:

MEDC
Attn: CDBG Program
300 N. Washington Square
Lansing, MI 48913

Records of all comments, objections and/or complaints by citizens concerning Otsego County Housing Committee CDBG program and subsequent action taken in response to those comments shall be maintained on file at Otsego County Housing Committee 225 W. Main Street, room 213 Gaylord, MI 49735 and shall be made available for public inspection upon request.

SECTION 8. AMENDMENTS

Otsego County Housing Committee may, from time to time, modify the provisions outlined herein through amendment to this Citizen Participation Plan. It shall be the policy of the Otsego County Housing Committee to periodically review and discuss the effectiveness of this Citizen Participation Plan in allowing citizen participation in the community development process and in helping to meet the community development needs and goals identified by the citizens of Otsego County. To this end, the effectiveness of the Plan will be discussed at public hearings held in conjunction with the community development program as discussed herein, and potential amendments to the Plan will be reviewed at this time.

Amendments to the Plan will be made as necessary. All amendments shall be approved by resolution of the Otsego County Board of Commissioners and shall be incorporated into this Plan.

SECTION 9. AUTHORITY

No portion of this Citizen Participation Plan shall be construed to restrict the responsibility and authority of the elected officials of Otsego County in the development, implementation and execution of any Community Development Block Grant program.

APPROVED this, the _____ day of _____, 20__.

_____
Rachel Frisch, Otsego County Administrator

OTSEGO COUNTY
Board of Commissioners

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

EXECUTIVE SUMMARY

AGENDA ITEM:	AGENDA DATE:
CDBG Certifying Officer Designation	July 30, 2019
AGENDA PLACEMENT:	ACTION REQUESTED:
Committee Reports, B. Housing Committee Recommendations, Item 1(d).	Motion to Approve
STAFF CONTACT(S):	ATTORNEY REVIEW:
Rachel Frisch, County Administrator Marlene Hopp, Veterans' Affairs, Housing, and Special Grants/Programs Director	No

BACKGROUND/DISCUSSION:

CDBG Grant requirements include designating a certifying officer to be the "responsible Federal official" for Grant Number: PY 2018. The County Administrator is typically approved as the designee.

RECOMMENDATION:

The Housing Committee recommends approval of the County Administrator as the Certifying Officer for CDBG Grant Number: PY 2018.

CERTIFYING OFFICER DESIGNATION
(for Local Units of Government)

The Certifying Officer, responsible for compliance with all environmental review requirements, is usually the chief elected official for the responsible entity/jurisdiction in which the project is located, or his/her designee. The designee should be an official with the legal authority to unilaterally sign a contract which obligates the grantee. The original of this executed form must be included in the Environmental Review Record.

Designation:

Rachel Frisch, Otsego County Administrator , of **Otsego County** is the Certifying Officer as defined in 24 CFR Sec. 58.13 for the Environmental Review requirements of MSHDA CDBG funds, Grant Number: PY 2018

Date: **7/30/2019** Designated by: _____
Rachel Frisch, Otsego Co. Administrator

Acknowledgement:

I, **Rachel Frisch** , **Otsego County Administrator**, accept the responsibilities of the Certifying Officer for **Otsego County** , as defined in 24 CFR 58.13. I consent to assume the status of "responsible Federal official" as that term is used in section 102 of the National Environmental Policy Act of 1969 and understand that I am responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in Sec. 58.5 insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.

On behalf of the recipient, I personally accept the jurisdiction of the Federal courts for enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Certifying Officer Signature: _____ Date: **July 30, 2019**
Rachel Frisch
Otsego County Administrator

Otsego COUNTY

ESTABLISHED 1875 M I C H I G A N

Department Presentation
July 30, 2019
Otsego County Housing, Veterans Affairs, Grants & Special Programs
Director Marlene Hopp

Otsego County Housing Committee
225 West Main Street, room 213 • Gaylord, Michigan 49735
989-731-7570 • TTY 1-800-649-3777

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

2019 HOUSING REPORT

Housing Committee Board:
Chairman - Steven Riozzi, Tammy LaBouef, Vice-Chairman - John LaFave, Jim Mathis, Julie Powers, Duane Switalski, Joseph Wambold.

Staff:
Marlene Hopp, Director
Cynthia Polena, Clerk
Kevan Flory, Inspector - Contracted

Meetings:
The Housing Committee meetings are scheduled the third Thursday each month or as necessary. At these meetings, minutes and projects are reviewed, bid proposals are opened, financial reports are reviewed, motions are written, and etc . . . .
Web-site: http://www.otsegocountymi.gov/county-government-2/housing-committee-office/

Mission Statement:

1. The mission of the Otsego County Board of Commissioners is to provide safe housing for moderate to very low-income individuals and families below 80% average median income. In order to rehabilitate and provide emergency repair to residential dwellings, which may be substandard, affordable 0 - 3% interest rate loans will be made available to residents that have existing single-family dwellings in the County of Otsego and targeted areas throughout.

MEDC – Michigan Economic Development Corporation
CDBG – Community Development Block Grant
MSHDA – Michigan State Housing Development Authority
PY – Program Year

	Expense Allocation	
Housing Programs	**Expended**	**Funding**
MEDC CDBG Program Income		
PY 2017 7/1/2017 - 6/30/2018	$116,150.47	
PY 2018 7/1/2018 - 6/30/2019		$ 66,402.14
Housing Preservation Grant Program Income		$ 1,811.87
Owner Contributions – Leverage	$2,292.55	
MSHDA HOME Rehabilitation funding		$115,500.00
Total	**$118,443.02**	**$183,714.01**

Budget of Activities

Project #	PY 2017 MEDC CDBG Program Income County Emergency	Owner Leverage	Total	Project Type
04-2017	17,318.51	150.00	17,468.51	EM Roof
12-2017	9,960.85	302.00	10,262.85	EM Roof
13-2017	12,452.30	378.00	12,830.30	EM Roof
14-2017	9,629.85	291.00	9,920.85	EM Roof
15-2017	5,979.25	179.00	6,158.25	EM Roof
18-2017	10,271.45	308.55	10,580.00	EM Roof
19-2017	5,610.60	164.40	5,775.00	EM Septic System
20-2017	9,435.85	285.00	9,720.85	EM Furnace
23-2017	7,799.95	234.60	8,034.55	EM Well
25-2017	9,974.00	0.00	9,974.00	Furnace/Roof
Sub-Total	**98,432.61**	**2,292.55**	**100,725.16**	
Administration Costs	17,717.86			
Total	**116,150.47**			10 Households Assisted

Budget of Activities

PY 2018 MEDC CDBG Program Income County Emergency	Owner Leverage	Total	Project Type
$54,449.76	$1,633.49	$56,083.25	Emergency situations: Water Well, Leaking Roofs, Furnaces, Hot Water Equipment, Plumbing repairs, Electrical or Gas Repairs, Structural Damage, Handicapped Accessibility.
$11,952.38			Administration Costs
$66,402.14			**Total**

MSHDA HOME Rehabilitation Funding - targeted in the City of Gaylord, area median income not exceed 80%, no monthly payments required, 0% interest rate, 50% forgivable upon 5 years, remaining deferred mortgage of 50% due and payable in 20 years.

Program Income Loan – area median income (AMI) not exceeding 80% with monthly payment, 0-3% interest rate, maximum of 25 year term mortgage, 3% repair leverage.

Rental Rehabilitation Deferred Loan – Downtown rental rehabilitation/development of apartments to 2nd floor. Loan forgiven after 5 years continued ownership.

Otsego County CDBG - Area Median Income (AMI) Guidelines

County/AMI %	Household Size							
Otsego: 2019	1	2	3	4	5	6	7	8
20%	$8,500	$9,700	$10,920	$12,120	$13,100	$14,060	$15,040	$16,000
30%	$12,950	$14,600	$16,400	$18,200	$19,700	$21,150	$22,600	$24,050
40%	$17,000	$19,400	$21,840	$24,240	$26,200	$28,120	$30,080	$32,000
50%	$21,250	$24,250	$27,300	$30,300	$32,750	$35,150	$37,600	$40,000
60%	$24,540	$29,100	$32,760	$36,360	$39,300	$42,180	$45,120	$48,000
70%	$28,630	$33,950	$38,220	$42,420	$45,850	$49,210	$52,640	$56,000
80%	**$34,550**	**$38,800**	**$43,650**	**$48,500**	**$52,400**	**$56,300**	**$60,150**	**$64,050**
100%	$42,500	$48,500	$54,600	$60,600	$65,500	$70,300	$75,200	$80,000

OUTSTANDING REVENUE	MORTGAGES	PAYMENTS YTD
Mortgage Receivable 0-3% Loans	$ 505,339.99	$20,034.31
Deferred Mortgage Loans	$1,001,521.47	$ 7,394.78
Rental Dev. Deferred Loans	$ 34,800.00	($34,800.00) Forgiven
Total	**$1,506,861.46**	

Otsego County Veteran's Affairs

225 West Main Street, room 213, Gaylord, Michigan 49735
989-731-7575 • Fax 989-731-7599

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

VETERANS REPORT
2019

Veterans Board:
Chair - William Ahrenberg, Charles Berlin, Paul Cafuk, Claude Huff, Duane Switalski

Staff:
Marlene Hopp, Accredited Veterans Counselor
Cynthia Polena, Clerk
Steven Hawkins, Assistant

Meetings:
Third Tuesday of every month or as necessary.

Purpose:
The Otsego County Veteran Affairs provides services to Veterans and their families with veterans' benefits advocacy and assistance. Staff that is dedicated to ensure that the sacrifices of our nation's Veterans are recognized, and that they and their families receive all veterans benefits to which they are entitled. Our goals are to obtain the maximum Veterans' benefits available for our clients through our professionalism and advocacy while making the process as simple and understandable as possible. As a division of Otsego County government we are able to provide our services free of charge.

Relationship to the County Board:
The County Board provides a vital resource to the community by granting a governing Veteran Board. The County Board participates in the selection of the professional Veterans board, furnishes office space, utilities and approves general funds.

Departmental Revenue:
Support for the Veterans Affairs is granted from the County general fund.
The Veterans' Relief Fund Act 214 of 1899 provides Soldiers and Sailors Relief Funds.

Otsego County Veterans Affairs – web-site:
http://www.otsegocountymi.gov/county-government-2/veterans-affairs/

Veterans Resource Guide: http://www.otsegocountymi.gov/county-government-2/veterans-affairs/
Veteran Affairs benefits: www.va.gov
Status of Veterans Claim: www.ebenefits.va.gov
Veterans Crisis Line: 1-800-273-8255 press 1

County Department of Veterans Affairs

PA 214 of 1899; PA 235 of 1911; PA 9 of 1946; and PA 192 of 1953

Federal Benefits

Disability Compensation Claims to include the following:

- Presumptive Conditions for Gulf War Veterans
- Presumptive Conditions for Herbicide Exposure (Agent Orange)
- Presumptive Conditions for Former POWs
- Presumptive Conditions for Radiation Exposure
- Presumptive Conditions for Exposure to Contaminated Water at Camp Lejeune, NC

Non Service Connected Disability Pension Claims (Regular Pension; Housebound; Aid & Attendance)
Dependency & Indemnity Compensation Claims (Survivors)
Survivors Pension Claims (Survivors – Regular Pension; Housebound; Aid & Attendance)
Home Loan Guarantees
Education Benefit Claims (Veterans)
Vocational Rehabilitation
Dependents Education Assistance
Automobile and Special Adaptive Equipment Claims
Special Housing Adaptation (SHA) Claims
Specially Adapted Housing (SAH) Claims
Assistance with VA Medical Care Applications
Clothing Allowance Claims
Records Retrieval (DD Forms 214; Reports of Separation; Personnel Records; & Health Records)
Discharge Review and Correction of Military Records
Appeals up to the Board of Veterans Appeals (BVA)
Combat Related Special Compensation
Claims for VA Burial Allowances
Burial in National Cemeteries
Burial Flags
Headstones, Markers, & Medallions
Presidential Memorial Certificates
Homeless Veterans Assistance
Survivor Benefit Plan (Department of Defense)
CHAMPVA Claims
Replacement Medals

State Benefits

Michigan Veterans Trust Fund (MVTF) (Temporary Emergency Financial Assistance)
MVTF Request for Military Discharge (DD Forms 214)
Children of Veterans Tuition Grant
Assistance with applications to the State Homes for Veterans (Grand Rapids & Marquette)

Local Benefits

Veterans Relief Fund (Financial Assistance for Indigent Veterans, Survivors, Minor Children, Parents)
Funeral Expenses of Veterans and Spouses ($300.00 Reimbursement / Setting Fee Reimbursements)
Tax Exemption for 100% Permanently & Totally Disabled Veterans

Otsego Veteran Affairs Accounts

Revenues	**2019 YTD**
Michigan Veterans Affairs Agency (MVAA) Grant $57,881.00	$50,000.00
Clerk to full-time	
Veterans Assistant to part-time	
Technology equipment, advertising for events	
Travel Training costs	
MVAA Training Grant	$ 479.52
Other Revenues (memorial contributions)	$ 165.00
	$50,644.52

Expenditures	***2019 YTD***	***Assisted***
Soldiers Relief Fund	$4,414.92	6
County Burial (YTD 35 Veterans passed)	$2,700.00	9

Otsego County VA Summary of Benefits Year Expenditures	2016	2017	2018
Veterans/Surviving Spouses Population	2,262	2,212	2,161
Total Benefits paid*	**$15,067,000**	**$16,062,000**	**$15,643,000**
Comp/Pension/DIC/Federal Burial	$8,860,000	$9,019,000	8,955,000
Education/Training/Employment	$ 531,000	$ 504,000	$475,000
Medical	$5,504,000	$ 6,384,000	$6,198,000
Insurance	$ 172,000	$ 154,000	$14,000
Unique Patients – Care at MI VA facility	$ 697,000	$ 696,000	$738,000

**Total expenditures by sum may be slightly different from those calculated; the differences are resulted from rounding.*

Compensation	**CURRENT VA RATES**
Veteran Compensation 100% / individual employability (IU)	$3,057.13 $3,227.58 w/spouse
Dependency Indemnity Compensation (DIC)	$1,319.04

Veteran Pension	**CURRENT VA RATES**
Permanently & Totally Disabled Veteran or age 65 years of age	$13,535 $17,724 w/dependent
Veteran Pension - housebound	$16,540 $20,731 w/dependent
Veteran Pension w/aid and attendance	$22,577 $26,766 w/dependent
Survivors Pension, benefits to Surviving spouse	$9,078 $11,095 housebound $14,509 aid/attendance

Tax Exemptions
Veteran Locations
By Township

100% Permanent & Total (P&T),
Individual Unemployable (IU),
Dependency Indemnity Comp (DIC)

	2017	2018	2019
Bagley	19	21	25
Charlton	3	4	3
Chester	8	10	9
City of Gaylord	4	7	7
Corwith	7	10	11
Dover	2	2	2
Elmira	6	7	6
Hayes	10	7	10
Livingston	8	10	11
Otsego Lake	7	10	13
Village of Vanderbilt	3	2	2
Total	**77**	**90**	**99**

P&T / IU Veterans 86 x $262,913.18 per month x 12 = **$3,154,958.16**
(Including a spouse $277,571.88 per month)
DIC benefits to Surviving Spouses 13 x $17,147.52 month x 12 = **$305,770.24**
Year Total $3,460,728.40

Michigan Association of County Veterans Counselors (MACVC)
Accreditation Education Conferences
MACVC Conference – April 23 – 26, 2019 Frankenmuth, MI
September 18 – 20, 2019 Tawas City, MI
Michigan Veteran Affairs Agency – August 26 – 30, 2019 Lansing, MI

Otsego County - Michigan Veterans Trust Fund
225 W. Main St., room 110, Gaylord MI 49735
(989)731-7576
Board Members: Charles Berlin, Claude Huff, Benjamin Gunderson

Gaylord - Community Based Outpatient Clinic (CBOC)
806 S. Otsego Ave., Gaylord MI 49735
(989)732-7525 x 13520
Carly Huffman, Veteran Justice Outreach Specialist 1-800-406-5143 x 15258
Daryl Kujat, Veteran Justice Outreach Specialist 1-800-406-5143 x 15253
Marylou Walburn, HUD/VASH case manager 1-800-406-5143 x 15213

Patriot Place - Facility for 24 homeless Veterans (currently housing 22 Veterans)
1430 Murner Road, Gaylord MI 49735
Thomas Pratt – Program Manager
(989)448-2260

Supportive Services Veteran Families (SSVF)
80 Livingston Blvd., Gaylord MI 49735
(989) 255-2090
Jim Vondoloski, Housing Resource Specialist

Otsego – Cheboygan Continuum of Care – Meetings: 1st Wednesday's each month
Chair – Thomas Pratt

Veteran Community Action Team (VCAT)
Region 3 of the northeast Michigan vision is to honor and care for U.S. Veterans and their families through a comprehensive and integrated system of community providers.

Housing	Jim Vondoloski (Supportive Services for Veteran Families)
Veterans	Thomas Pratt (Patriot Place)
Government	Ken Borton, County Chair and Todd Sharrard, City Council
Medical	Carly Huffman, Community Based Outpatient Clinic
Education	Lisa Tobin, University Center and Luann Mabarak, MTEC
Business	Vacant
County Lead	Marlene Hopp, Otsego County Veteran Service Officer

FY18 Summary of Expenditures by County
Expenditures in $000s

County/ Congressional District	Veteran Population*	Total Expenditure	Compensation & Pension	Construction	Education & Vocational Rehabilitation/ Employment	Loan Guaranty#	General Operating Expenses	Insurance & Indemnities	Medical Care	Unique Patients**
ALCONA	1,430	$ 9,650	$ 4,740	$ -	$ 69	$ -	$ -	$ 90	$ 4,751	505
ALGER	903	$ 7,575	$ 4,014	$ -	$ 61	$ -	$ -	$ 19	$ 3,480	347
ALLEGAN	6,612	$ 36,417	$ 19,964	$ -	$ 1,949	$ -	$ -	$ 327	$ 14,177	1,754
ALPENA	2,627	$ 19,149	$ 9,062	$ -	$ 574	$ -	$ -	$ 108	$ 9,405	1,041
ANTRIM	2,061	$ 11,137	$ 7,083	$ -	$ 386	$ -	$ -	$ 170	$ 3,498	569
ARENAC	1,260	$ 11,774	$ 6,520	$ -	$ 125	$ -	$ -	$ 15	$ 5,114	424
BARAGA	737	$ 6,578	$ 3,267	$ -	$ 38	$ -	$ -	$ 72	$ 3,201	344
BARRY	4,243	$ 24,598	$ 11,920	$ -	$ 1,091	$ -	$ -	$ 205	$ 11,382	1,213
BAY	7,180	$ 57,293	$ 29,704	$ -	$ 2,092	$ -	$ -	$ 241	$ 25,255	2,388
BENZIE	1,678	$ 10,229	$ 5,587	$ -	$ 322	$ -	$ -	$ 158	$ 4,163	506
BERRIEN	10,587	$ 61,138	$ 33,875	$ -	$ 2,919	$ -	$ -	$ 965	$ 23,380	2,769
BRANCH	2,771	$ 22,002	$ 11,748	$ -	$ 604	$ -	$ -	$ 124	$ 9,525	882
CALHOUN	10,326	$ 109,497	$ 45,029	$ -	$ 3,016	$ -	$ 1,266	$ 836	$ 59,349	3,466
CASS	3,912	$ 19,777	$ 9,849	$ -	$ 455	$ -	$ -	$ 117	$ 9,356	1,197
CHARLEVOIX	2,103	$ 11,943	$ 7,260	$ -	$ 319	$ -	$ -	$ 114	$ 4,260	614
CHEBOYGAN	2,345	$ 20,238	$ 11,130	$ -	$ 255	$ -	$ -	$ 76	$ 8,777	945
CHIPPEWA	3,178	$ 26,863	$ 15,420	$ -	$ 1,202	$ -	$ -	$ 389	$ 9,852	1,119
CLARE	2,609	$ 23,426	$ 12,424	$ -	$ 266	$ -	$ 132	$ 100	$ 10,504	1,036
CLINTON	4,637	$ 23,747	$ 16,432	$ -	$ 1,551	$ -	$ -	$ 284	$ 5,481	769
CRAWFORD	1,520	$ 11,168	$ 6,036	$ -	$ 170	$ -	$ -	$ 21	$ 4,941	562
DELTA	3,735	$ 43,628	$ 21,321	$ -	$ 652	$ -	$ -	$ 111	$ 21,544	1,645
DICKINSON	2,525	$ 39,320	$ 13,898	$ 31	$ 580	$ -	$ 828	$ 120	$ 23,864	1,467
EATON	6,857	$ 48,461	$ 29,932	$ -	$ 2,699	$ -	$ -	$ 338	$ 15,492	1,533
EMMET	2,420	$ 15,324	$ 9,326	$ -	$ 479	$ -	$ -	$ 279	$ 5,239	677
GENESEE	25,746	$ 157,311	$ 93,412	$ -	$ 7,735	$ -	$ -	$ 1,642	$ 54,522	5,592
GLADWIN	2,309	$ 19,842	$ 10,735	$ -	$ 432	$ -	$ -	$ 85	$ 8,591	816
GOGEBIC	1,516	$ 13,521	$ 6,492	$ -	$ 173	$ -	$ -	$ 137	$ 6,720	745
GRAND TRAVERSE	6,167	$ 40,641	$ 24,418	$ -	$ 2,815	$ -	$ -	$ 519	$ 12,889	1,716
GRATIOT	2,371	$ 19,645	$ 11,235	$ -	$ 525	$ -	$ -	$ 156	$ 7,728	782
HILLSDALE	3,152	$ 22,853	$ 10,940	$ -	$ 613	$ -	$ -	$ 340	$ 10,961	1,034
HOUGHTON	2,583	$ 26,165	$ 11,680	$ -	$ 951	$ -	$ -	$ 88	$ 13,445	1,137
HURON	2,237	$ 16,455	$ 8,628	$ -	$ 236	$ -	$ -	$ 56	$ 7,536	826
INGHAM	13,362	$ 87,265	$ 43,841	$ -	$ 8,893	$ -	$ -	$ 1,286	$ 33,245	3,104
IONIA	3,871	$ 21,071	$ 12,595	$ -	$ 847	$ -	$ -	$ 67	$ 7,562	843
IOSCO	3,089	$ 21,194	$ 10,582	$ -	$ 268	$ -	$ -	$ 135	$ 10,208	1,073
IRON	1,314	$ 17,812	$ 7,284	$ -	$ -	$ -	$ -	$ 136	$ 10,392	672
ISABELLA	2,970	$ 21,460	$ 10,910	$ -	$ 1,970	$ -	$ -	$ 96	$ 8,485	964
JACKSON	10,380	$ 71,414	$ 36,316	$ -	$ 4,123	$ -	$ -	$ 364	$ 30,611	3,224
KALAMAZOO	13,196	$ 99,458	$ 42,023	$ 1,588	$ 8,007	$ -	$ 1,741	$ 931	$ 45,168	3,541
KALKASKA	1,522	$ 11,937	$ 6,325	$ -	$ 291	$ -	$ -	$ 15	$ 5,305	521
KENT	30,375	$ 177,402	$ 103,434	$ -	$ 13,070	$ -	$ -	$ 2,229	$ 58,668	8,511

FY18 Summary of Expenditures by County
Expenditures in $000s

County/ Congressional District	Veteran Population*	Total Expenditure	Compensation & Pension	Construction	Education & Vocational Rehabilitation/ Employment	Loan Guaranty#	General Operating Expenses	Insurance & Indemnities	Medical Care	Unique Patients**
KEWEENAW	284	$ 2,270	$ 872	$ -	$ -	$ -	$ -	$ 23	$ 1,375	126
LAKE	1,113	$ 8,417	$ 4,426	$ -	$ 110	$ -	$ -	$ 48	$ 3,834	402
LAPEER	5,791	$ 33,128	$ 20,554	$ -	$ 1,332	$ -	$ -	$ 277	$ 10,964	1,490
LEELANAU	1,764	$ 7,581	$ 4,345	$ -	$ 211	$ -	$ -	$ 126	$ 2,900	437
LENAWEE	6,965	$ 50,988	$ 24,786	$ -	$ 2,911	$ -	$ -	$ 422	$ 22,870	2,078
LIVINGSTON	10,300	$ 66,200	$ 30,754	$ -	$ 3,874	$ -	$ -	$ 698	$ 30,874	2,650
LUCE	501	$ 4,225	$ 2,520	$ -	$ 72	$ -	$ -	$ 21	$ 1,612	166
MACKINAC	987	$ 8,857	$ 4,624	$ -	$ 120	$ -	$ -	$ 44	$ 4,067	348
MACOMB	46,313	$ 288,739	$ 166,908	$ -	$ 19,915	$ -	$ -	$ 3,206	$ 98,710	9,633
MANISTEE	2,330	$ 15,168	$ 8,901	$ -	$ 358	$ -	$ -	$ 157	$ 5,753	677
MARQUETTE	6,108	$ 56,624	$ 31,688	$ -	$ 3,258	$ -	$ -	$ 334	$ 21,345	2,320
MASON	2,421	$ 13,483	$ 7,825	$ -	$ 618	$ -	$ -	$ 71	$ 4,968	646
MECOSTA	2,913	$ 17,721	$ 10,611	$ -	$ 1,818	$ -	$ -	$ 74	$ 5,218	763
MENOMINEE	2,146	$ 21,334	$ 9,400	$ -	$ 109	$ -	$ -	$ 100	$ 11,725	1,032
MIDLAND	4,993	$ 40,226	$ 20,520	$ -	$ 2,076	$ -	$ -	$ 550	$ 17,079	1,705
MISSAUKEE	1,051	$ 7,980	$ 4,039	$ -	$ 150	$ -	$ -	$ 11	$ 3,780	396
MONROE	10,803	$ 61,457	$ 30,375	$ -	$ 3,701	$ -	$ -	$ 537	$ 26,844	2,509
MONTCALM	4,329	$ 27,267	$ 16,803	$ -	$ 1,104	$ -	$ -	$ 336	$ 9,024	1,118
MONTMORENCY	1,006	$ 9,324	$ 5,644	$ -	$ 198	$ -	$ -	$ 40	$ 3,442	372
MUSKEGON	12,419	$ 74,880	$ 45,066	$ -	$ 3,066	$ -	$ -	$ 758	$ 25,991	3,410
NEWAYGO	3,619	$ 25,842	$ 14,904	$ -	$ 778	$ -	$ -	$ 421	$ 9,738	1,230
OAKLAND	55,658	$ 327,118	$ 183,178	$ -	$ 22,560	$ -	$ -	$ 6,726	$ 114,655	11,623
OCEANA	2,002	$ 13,854	$ 9,462	$ -	$ 376	$ -	$ -	$ 177	$ 3,838	577
OGEMAW	2,159	$ 16,844	$ 8,354	$ -	$ 392	$ -	$ -	$ 61	$ 8,038	727
ONTONAGON	842	$ 9,869	$ 4,309	$ -	$ 107	$ -	$ -	$ 11	$ 5,441	408
OSCEOLA	1,954	$ 14,135	$ 7,981	$ -	$ 527	$ -	$ -	$ 42	$ 5,585	578
OSCODA	921	$ 7,271	$ 3,411	$ -	$ 23	$ -	$ -	$ 23	$ 3,813	343
OTSEGO	2,161	$ 15,643	$ 8,955	$ -	$ 475	$ -	$ -	$ 14	$ 6,198	738
OTTAWA	13,221	$ 67,369	$ 40,502	$ -	$ 5,445	$ -	$ -	$ 886	$ 20,536	3,331
PRESQUE ISLE	1,301	$ 10,429	$ 5,428	$ -	$ 131	$ -	$ -	$ 30	$ 4,840	526
ROSCOMMON	2,694	$ 19,271	$ 11,501	$ -	$ 503	$ -	$ -	$ 98	$ 7,170	855
SAGINAW	13,053	$ 107,155	$ 48,388	$ 8	$ 2,840	$ -	$ 1,809	$ 476	$ 53,634	4,414
ST. CLAIR	12,315	$ 69,482	$ 44,444	$ -	$ 3,664	$ -	$ -	$ 661	$ 20,713	3,441
ST. JOSEPH	3,698	$ 23,137	$ 12,168	$ -	$ 579	$ -	$ -	$ 353	$ 10,017	1,007
SANILAC	2,746	$ 19,055	$ 10,132	$ -	$ 457	$ -	$ -	$ 246	$ 8,221	1,036
SCHOOLCRAFT	720	$ 10,057	$ 4,806	$ -	$ 20	$ -	$ -	$ 6	$ 5,225	381
SHIAWASSEE	4,634	$ 29,754	$ 17,812	$ -	$ 1,437	$ -	$ -	$ 251	$ 10,254	1,200
TUSCOLA	3,816	$ 32,379	$ 17,168	$ -	$ 629	$ -	$ -	$ 181	$ 14,402	1,308
VAN BUREN	4,700	$ 32,952	$ 18,355	$ -	$ 1,266	$ -	$ -	$ 205	$ 13,127	1,270
WASHTENAW	13,508	$ 145,565	$ 43,092	$ 7,229	$ 16,058	$ -	$ 3,852	$ 1,830	$ 73,503	3,989
WAYNE	83,401	$ 685,117	$ 276,406	$ 3,605	$ 33,939	$ -	$ 41,725	$ 5,011	$ 324,430	23,876

FY18 Summary of Expenditures by County

Expenditures in $000s

County/ Congressional District	Veteran Population*	Total Expenditure	Compensation & Pension	Construction	Education & Vocational Rehabilitation/ Employment	Loan Guaranty#	General Operating Expenses	Insurance & Indemnities	Medical Care	Unique Patients**
WEXFORD	2,582	$ 20,871	$ 11,525	$ -	$ 575	$ -	$ -	$ 99	$ 8,672	937
MICHIGAN (Totals)	**570,662**	**$ 4,035,413**	**$ 2,049,343**	**$ 12,461**	**$ 210,601**	**$ -**	**$ 51,353**	**$ 39,206**	**$ 1,672,450**	**158,946**
CONG. DIST (01)	62,168	$ 525,391	$ 271,602	$ 31	$ 14,606	$ -	$ 828	$ 3,573	$ 234,750	23,174
CONG. DIST (02)	41,873	$ 247,951	$ 146,360	$ -	$ 13,547	$ -	$ -	$ 2,910	$ 85,134	11,857
CONG. DIST (03)	41,405	$ 293,233	$ 147,868	$ -	$ 14,788	$ -	$ 1,266	$ 2,795	$ 126,515	11,721
CONG. DIST (04)	47,696	$ 342,095	$ 191,190	$ 8	$ 14,510	$ -	$ -	$ 2,434	$ 133,954	14,422
CONG. DIST (05)	45,799	$ 323,421	$ 172,790	$ -	$ 12,009	$ -	$ 1,809	$ 2,358	$ 134,455	12,463
CONG. DIST (06)	42,572	$ 265,553	$ 135,852	$ 1,588	$ 15,135	$ -	$ 1,741	$ 2,891	$ 108,346	11,457
CONG. DIST (07)	46,073	$ 318,062	$ 160,512	$ -	$ 20,766	$ -	$ -	$ 2,823	$ 133,961	12,588
CONG. DIST (08)	35,473	$ 214,080	$ 113,462	$ 138	$ 17,554	$ -	$ -	$ 3,411	$ 79,515	7,799
CONG. DIST (09)	37,660	$ 239,515	$ 132,589	$ (13)	$ 15,947	$ -	$ -	$ 3,124	$ 87,867	7,686
CONG. DIST (10)	44,356	$ 266,713	$ 162,718	$ -	$ 14,147	$ -	$ -	$ 2,655	$ 87,193	11,353
CONG. DIST (11)	32,423	$ 188,675	$ 107,001	$ 47	$ 13,162	$ -	$ 132	$ 3,143	$ 65,190	6,839
CONG. DIST (12)	32,279	$ 259,050	$ 105,941	$ 7,090	$ 19,674	$ -	$ 3,852	$ 2,570	$ 119,922	8,420
CONG. DIST (13)	31,666	$ 315,679	$ 104,945	$ 3,571	$ 12,886	$ -	$ 38,228	$ 1,903	$ 154,147	10,491
CONG. DIST (14)	29,220	$ 235,995	$ 96,513	$ -	$ 11,868	$ -	$ 3,498	$ 2,616	$ 121,500	8,676
MICHIGAN (Totals)	**570,662**	**$ 4,035,413**	**$ 2,049,343**	**$ 12,461**	**$ 210,601**	**$ -**	**$ 51,353**	**$ 39,206**	**$ 1,672,450**	**158,946**

Notes:

* Veteran population estimates, as of September 30, 2018, are produced by the VA Predictive Analytics and Actuary Service (VetPop 2016).

Prior to FY 08, "Loan Guaranty" expenditures were included in the Education & Vocational Rehabilitation and Employment (E&VRE) programs. Currently, all "Loan Guaranty" expenditures are attributed to Travis County, TX, where all Loan Guaranty payments are processed. VA will continue to improve data collection for future GDX reports to better distribute loan expenditures at the state, county and congressional district levels.

** Unique patients are patients who received treatment at a VA health care facility. Data are provided by the Allocation Resource Center (ARC).

Expenditure data sources: USASpending.gov for Compensation & Pension (C&P) and Education and Vocational Rehabilitation and Employment (EVRE) Benefits; Veterans Benefits Administration Insurance Center for the Insurance costs; the VA Financial Management System (FMS) for Construction, Medical Research, General Operating Expenses, and certain C&P and Readjustment data; and the Allocation Resource Center (ARC) for Medical Care costs.

1. Expenditures are rounded to the nearest thousand dollars. For example, $500 to $1,000 are rounded to $1; $0 to $499 are rounded to $0; and "$ -" = 0 or no expenditures.

2. The Compensation & Pension expenditures include dollars for the following programs: veterans' compensation for service-connected disabilities; dependency and indemnity compensation for service-connected deaths; veterans' pension for nonservice-connected disabilities; and burial and other benefits to veterans and their survivors.

3. Medical Care expenditures include dollars for medical services, medical administration, facility maintenance, educational support, research support, and other overhead items. Medical Care expenditures do not include dollars for construction or other non-medical support.

4. Medical Care expenditures are allocated to the patient's home location, not the site of care.

FY18 GEOGRAPHIC DISTRIBUTION OF VA EXPENDITURES (GDX)

FY18 Summary of Expenditures by State
Expenditures In $000s

State	Veteran Population*	Total Expenditure	Compensation & Pension	Construction	Education & Vocational Rehabilitation/ Employment	Loan Guaranty#	General Operating Expenses	Insurance & Indemnities	Medical Care	Unique Patients **
Totals	19,508,946	$ 180,603,861	$ 82,776,199	$ 1,177,282	$ 13,178,384	$ 1,189,448	$ 9,512,996	$ 1,466,227	$ 71,303,325	6,115,733
Alabama	365,895	$ 3,513,932	$ 2,057,767	$ 5,831	$ 203,641	$ -	$ 35,286	$ 23,602	$ 1,187,805	113,869
Alaska	68,847	$ 724,070	$ 282,164	$ 4	$ 73,986	$ -	$ 30,947	$ 2,724	$ 334,245	20,831
Arizona	500,133	$ 4,105,003	$ 1,834,997	$ 19,862	$ 351,749	$ -	$ 78,357	$ 32,619	$ 1,787,418	159,301
Arkansas	219,334	$ 2,219,193	$ 1,070,595	$ 5,583	$ 73,589	$ -	$ 29,051	$ 12,262	$ 1,028,113	84,962
California	1,629,238	$ 16,039,129	$ 7,157,234	$ 194,672	$ 1,830,349	$ -	$ 206,979	$ 145,030	$ 6,504,864	466,704
Colorado	398,783	$ 3,582,329	$ 1,662,320	$ 154,830	$ 432,114	$ -	$ 55,798	$ 30,207	$ 1,247,059	109,626
Connecticut	177,235	$ 1,307,342	$ 459,251	$ 2,542	$ 123,704	$ -	$ 16,452	$ 21,173	$ 684,219	50,397
Delaware	70,798	$ 476,658	$ 235,253	$ 601	$ 36,643	$ -	$ 3,513	$ 5,138	$ 195,509	16,905
District of Columbia	27,356	$ 3,836,010	$ 92,178	$ 165,039	$ 29,068	$ -	$ 3,235,390	$ 2,356	$ 311,979	8,081
Florida	1,491,070	$ 13,267,458	$ 6,342,479	$ 55,579	$ 1,007,883	$ -	$ 141,238	$ 114,061	$ 5,606,218	524,206
Georgia	694,168	$ 6,401,768	$ 3,638,052	$ 19,122	$ 486,659	$ -	$ 101,274	$ 47,387	$ 2,109,274	218,156
Hawaii	111,459	$ 995,546	$ 436,248	$ 2,185	$ 180,142	$ -	$ 17,151	$ 12,380	$ 348,439	28,118
Idaho	120,903	$ 1,039,772	$ 473,760	$ 7,394	$ 54,848	$ -	$ 11,460	$ 7,201	$ 485,109	46,683
Illinois	609,881	$ 4,583,447	$ 1,826,991	$ 3,449	$ 291,776	$ -	$ 42,122	$ 55,516	$ 2,363,594	177,919
Indiana	401,070	$ 2,915,743	$ 1,303,585	$ 1,536	$ 132,184	$ -	$ 61,692	$ 23,935	$ 1,392,811	130,750
Iowa	201,353	$ 1,444,373	$ 604,895	$ 173	$ 83,593	$ -	$ 13,552	$ 16,628	$ 745,533	70,259
Kansas	191,353	$ 1,479,816	$ 672,705	$ 8	$ 100,997	$ -	$ 14,130	$ 13,348	$ 678,628	60,458
Kentucky	291,660	$ 2,549,801	$ 1,231,816	$ 14,654	$ 128,078	$ -	$ 47,673	$ 16,837	$ 1,110,744	102,245
Louisiana	280,549	$ 2,628,033	$ 1,270,594	$ 37,415	$ 130,704	$ -	$ 26,379	$ 17,907	$ 1,145,035	89,960
Maine	111,266	$ 1,062,027	$ 534,427	$ 677	$ 46,113	$ -	$ 20,572	$ 7,339	$ 452,900	42,168
Maryland	380,317	$ 3,019,653	$ 1,426,103	$ 11,546	$ 348,140	$ -	$ 22,708	$ 31,115	$ 1,180,041	83,474
Massachusetts	310,649	$ 2,807,487	$ 1,174,018	$ 10,594	$ 245,747	$ -	$ 25,010	$ 36,310	$ 1,315,809	87,015
Michigan	570,662	$ 4,035,413	$ 2,049,343	$ 12,461	$ 210,601	$ -	$ 51,353	$ 39,206	$ 1,672,450	158,946
Minnesota	318,062	$ 2,778,321	$ 1,138,802	$ 4,403	$ 120,936	$ -	$ 98,419	$ 31,791	$ 1,383,970	120,334
Mississippi	189,085	$ 1,778,520	$ 854,731	$ 9,646	$ 74,722	$ -	$ 26,550	$ 9,907	$ 802,964	67,824
Missouri	434,373	$ 3,697,994	$ 1,673,700	$ 66,049	$ 173,311	$ -	$ 125,502	$ 27,505	$ 1,631,927	143,204
Montana	90,231	$ 780,982	$ 333,858	$ 2,655	$ 41,531	$ -	$ 10,875	$ 4,614	$ 387,450	36,549
Nebraska	127,255	$ 1,191,639	$ 554,787	$ 12,507	$ 56,841	$ -	$ 41,119	$ 10,956	$ 515,428	48,273
Nevada	214,639	$ 2,078,261	$ 974,513	$ 15,074	$ 112,421	$ -	$ 16,435	$ 11,025	$ 948,793	77,111
New Hampshire	102,682	$ 772,525	$ 334,890	$ 413	$ 61,660	$ -	$ 7,717	$ 8,469	$ 359,375	31,161
New Jersey	340,561	$ 2,225,449	$ 1,085,501	$ 1,175	$ 230,501	$ -	$ 21,032	$ 39,872	$ 847,369	77,157
New Mexico	156,595	$ 1,545,337	$ 795,765	$ 2,910	$ 66,098	$ -	$ 15,967	$ 10,000	$ 654,597	53,854
New York	747,146	$ 6,283,123	$ 2,440,257	$ 65,807	$ 574,109	$ -	$ 101,715	$ 75,368	$ 3,025,866	221,835
North Carolina	728,178	$ 7,308,631	$ 3,982,710	$ 19,818	$ 494,054	$ -	$ 92,299	$ 55,225	$ 2,664,525	241,347
North Dakota	51,265	$ 412,761	$ 173,799	$ 6,301	$ 23,387	$ -	$ 6,162	$ 3,332	$ 199,779	19,601
Ohio	753,809	$ 8,692,249	$ 2,389,950	$ 14,032	$ 281,493	$ -	$ 3,164,823	$ 51,770	$ 2,790,181	240,803
Oklahoma	300,100	$ 3,258,053	$ 1,915,539	$ 7,611	$ 144,157	$ -	$ 140,425	$ 19,385	$ 1,030,936	97,839

FY18 GEOGRAPHIC DISTRIBUTION OF VA EXPENDITURES (GDX)

FY18 Summary of Expenditures by State
Expenditures in $000s

State	Veteran Population*	Total Expenditure	Compensation & Pension	Construction	Education & Vocational Rehabilitation/ Employment	Loan Guaranty#	General Operating Expenses	Insurance & Indemnities	Medical Care	Unique Patients**
Oregon	297,039	$ 2,862,577	$ 1,325,174	$ 28,464	$ 160,262	$ -	$ 39,141	$ 18,662	$ 1,290,873	103,494
Pennsylvania	793,321	$ 5,547,696	$ 2,510,819	$ 27,340	$ 347,812	$ -	$ 155,328	$ 66,238	$ 2,440,359	231,712
Rhode Island	61,078	$ 558,900	$ 221,874	$ 7,750	$ 42,569	$ -	$ 31,825	$ 5,111	$ 249,971	19,535
South Carolina	400,742	$ 3,849,696	$ 2,142,532	$ 8,916	$ 267,229	$ -	$ 78,900	$ 27,913	$ 1,324,206	138,925
South Dakota	64,733	$ 668,431	$ 242,117	$ 6,771	$ 25,109	$ -	$ 10,750	$ 4,830	$ 378,855	30,141
Tennessee	465,675	$ 4,407,936	$ 2,274,082	$ 10,738	$ 263,909	$ -	$ 78,141	$ 26,807	$ 1,754,258	152,841
Texas	1,574,021	$ 17,079,858	$ 8,573,040	$ 20,874	$ 1,433,569	$ 1,189,448	$ 226,764	$ 105,310	$ 5,530,854	502,257
Utah	132,571	$ 1,201,770	$ 504,918	$ 6,238	$ 92,695	$ -	$ 77,369	$ 8,893	$ 511,656	37,074
Vermont	42,120	$ 321,578	$ 137,559	$ 4	$ 19,975	$ -	$ 4,220	$ 3,204	$ 156,616	14,752
Virginia	719,916	$ 5,922,116	$ 3,190,306	$ 19,968	$ 806,719	$ -	$ 69,695	$ 47,711	$ 1,787,716	163,113
Washington	552,291	$ 4,377,268	$ 2,265,562	$ 30,965	$ 444,744	$ -	$ 77,058	$ 32,870	$ 1,526,069	138,757
West Virginia	140,027	$ 1,971,288	$ 728,133	$ 15,650	$ 41,974	$ -	$ 405,641	$ 7,598	$ 772,293	57,370
Wisconsin	354,266	$ 2,863,140	$ 1,170,060	$ 10,798	$ 116,544	$ -	$ 73,842	$ 29,591	$ 1,462,304	124,134
Wyoming	46,927	$ 462,775	$ 169,701	$ 11,809	$ 16,430	$ -	$ 1,762	$ 3,822	$ 259,250	18,816
Puerto Rico	76,144	$ 1,557,601	$ 775,863	$ 16,836	$ 45,053	$ -	$ 25,430	$ 3,709	$ 690,712	51,849
Guam	10,108	$ 112,380	$ 59,082	$ -	$ 16,464	$ -	$ -	$ 454	$ 36,380	3,038
Totals	19,508,946	$ 180,603,861	$ 82,776,199	$ 1,177,282	$ 13,178,384	$ 1,189,448	$ 9,512,996	$ 1,466,227	$ 71,303,325	6,115,733

Notes:

* Veteran population estimates, as of September 30, 2018, are produced by the VA Predictive Analytics and Actuary Service (VetPop 2016).

Otsego County
ESTABLISHED 1875 MICHIGAN

Remonumentation Program Policy

Otsego County Elected Surveyor, Ronald Brand
Grant Administrator, Marlene Hopp

Peer review group members:
Brian Fullford, Jason Caverson, Carl Kiiskila, Carl Robinson

BACKGROUND AND PURPOSE

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

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

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

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

POLICY

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

2019 Survey and Remonumentation Program

Otsego County Grant	Budget
Per Diem	$ 1,800
Professional	$ 2,200
Technical Services	$ 3,600
Contracted Surveyors & Recording fee's	$36,089
Sub-Total	**$43,689**

Revenue	
Grant - 40% Advance	$17,475
Total	**$26,214**

Web-site - The Department of Licensing and Regulatory Affairs (LARA):
https://www.michigan.gov/lara/0,4601,7-154-89334_10575_17394_17565-46816--,00.html

OTSEGO COUNTY
Board of Commissioners

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

EXECUTIVE SUMMARY

AGENDA ITEM:	AGENDA DATE:
July 16, 2019 Warrant	July 30, 2019
AGENDA PLACEMENT:	ACTION REQUESTED:
New Business, A. Financials, Item 1	Motion to Approve
STAFF CONTACT(S):	ATTORNEY REVIEW:
Mel Maier, Finance Director	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 July 16, 2019 warrant is in the amount of $103,819.41.

RECOMMENDATION:

Staff requests approval of the warrant detailed above with a total amount of $103,819.41 and two void checks on July 12, 2019.

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/16/2019	AP	2394(A)	JAMES DONALD FOX	ME SERVICES	101-648-801.020	325.00
		2394(A)		ME SERVICES	101-648-930.500	13.50
						338.50
07/16/2019	AP	2395(A)	TIMOTHY MCPHERSON	COACH-ADMIN-UTILITIES	101-332-726.000	67.33
		2395(A)		COACH-ADMIN-UTILITIES	101-332-801.020	522.00
		2395(A)		COACH-ADMIN-UTILITIES	101-332-801.030	585.00
		2395(A)		COACH-ADMIN-UTILITIES	101-332-930.500	150.00
		2395(A)		COACH-ADMIN-UTILITIES	101-332-940.010-DONAT00000	28.50
						1,352.83
07/16/2019	AP	2396(E)	CHARTER COMMUNICATIONS	#0005147070619 A#5147 07/06/19-08/05/19	588-697-930.240	62.88
		2396(E)		INMATE TV	595-351-726.000	226.19
						289.07
07/16/2019	AP	2397(E)	CONSUMERS ENERGY	206434114707 JULY	588-697-930.620	496.74
		2397(E)		ELECTRIC	637-265-930.620-ALPCT00000	384.97
						881.71
07/16/2019	AP	2398(E)	DE LAGE LANDEN PUBLIC FINANCE	JULY 2019 FOC COPY MACHINE LEASE PAYMENT	215-141-920.520	118.58
07/16/2019	AP	2399(E)	DE LAGE LANDEN PUBLIC FINANCE	JULY 2019 COURT COPY MACHINE LEASE PAYMENT	101-131-920.520	130.99
07/16/2019	AP	2400(E)	DTE ENERGY	910020360953 JUNE	588-697-930.610	52.35
		2400(E)		NATURAL GAS	637-265-930.610-ALPCT00000	279.76
		2400(E)		NATURAL GAS	637-265-930.610-CRTHS00000	177.52
						509.63
07/16/2019	AP	2401(E)	FLEETCOR SUPERFLEET MASTERCARD	FB115	101-331-930.660	1.00
07/16/2019	AP	2402(E)	FRONTIER	98973297520322105	261-427-930.210	53.41
07/16/2019	AP	2403(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	JUNE 2019 COURT MERS	704-000-231.700	14,497.41
07/16/2019	AP	2404(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	JUNE 209 COURT MERS HYBRID DEFINED CONT.	704-000-231.700	747.10
07/16/2019	AP	2405(E)	USPS PAYMENT	AUGUST 2019 JURY SUMMONS MAILING	101-145-930.450	227.00
07/16/2019	AP	77293	123NET	110735	637-265-930.210	1,308.83
07/16/2019	AP	77294	BAGLEY TOWNSHIP	2019 PRE DENIAL TOWNSHIP PORTION	701-000-226.030	8.62
07/16/2019	AP	77295	BEAR RIVER HEALTH	JUNE 2019 MENTAL HEALTH COUNSELING	101-133-940.010	950.00
07/16/2019	AP	77296	BENISTAR HARTFORD - 6795	RETIREE HEALTHCARE	647-851-704.110	7,071.29

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/16/2019	AP	77297	BERNARDO, SAM OR LINNEA	REFUND FOR OVERPAYMENT MADE ON 2018 TAX YEAR FOR PARCEI	516-030-694.000	33.67
07/16/2019	AP	77298	BEVERLY ENTERPRISES	RESTITUTION REPLACES VOID 76911	701-000-271.000	25.00
07/16/2019	AP	77299	BEVERLY ENTERPRISES	RESTITUTION	701-000-271.000	25.00
07/16/2019	AP	77300	BRIAN COORS	RESTITUTION	701-000-271.000	50.00
07/16/2019	AP	77301	BRIGHT OUTCOMES LLC	REALITY CHECK WEEKEND - DRUG COURT	101-133-940.010	3,000.00
07/16/2019	AP	77302	BROCK ARTFITCH	ME SERVICES	101-648-801.020	550.00
		77302		ME SERVICES	101-648-930.500	16.00
						566.00
07/16/2019	AP	77303	BRUCE TILLINGER	SERVICES 6-27-2019 THRU 7-2-2019	249-371-801.027	810.00
		77303		SERVICES 6-27-2019 THRU 7-2-2019	249-371-801.028	610.00
						1,420.00
07/16/2019	AP	77304	BURNHAM & FLOWER OF MICHIGAN	2019 SUMMER TAX COLLECTION BOND	101-253-930.100	4,533.00
07/16/2019	AP	77305	CATHOLIC HUMAN SERVICES INC	JUNE 2019 MENTAL HEALTH COUNSELING	101-133-940.010	504.00
07/16/2019	AP	77306	CHARLES R. SIKORA	RIDER COACH 2	101-332-801.020	30.00
		77306		RIDER COACH 2	101-332-801.030	645.00
						675.00
07/16/2019	AP	77307	CHARLTON TOWNSHIP	2018 CFR FIRE DEPT PORTION	701-000-274.006	9.34
07/16/2019	AP	77308	CHARLTON TOWNSHIP	2018 CFR	701-000-274.006	257.93
07/16/2019	AP	77309	CITIZENS INSURANCE	RESTITUTION	701-000-271.000	40.00
07/16/2019	AP	77310	COMMUNITY FINANCIAL CREDIT UNION	RESTITUTION	701-000-271.000	70.00
07/16/2019	AP	77311	COMMUNITY MEDIATION SERVICES INC	2ND QUARTER (APR-JUN) 2019 MEDIATION SERVICES	101-136-940.010-DJDST00000	825.00
07/16/2019	AP	77312	COP-ISD	2018 CFR	701-000-274.006	179.69
07/16/2019	AP	77313	CORWITH TOWNSHIP FIRE DEPARTMENT	2018 CFR	701-000-274.006	16.61
07/16/2019	AP	77314	CORWITH TWP TREAS	2018 CFR	701-000-274.006	576.77
07/16/2019	AP	77315	CROSSROADS INDUSTRIES	RESTITUTION	701-000-271.000	100.00
07/16/2019	AP	77316	CRYSTAL L. ROOT	11-29-18 JURY SERVICE	101-145-930.930	15.40
07/16/2019	AP	77317	CRYSTAL MARINE	BDR LESS 10%	701-000-265.000	180.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/16/2019	AP	77318	DANA MUSTO	BOND REFUND LESS 10% PREVIOUS VOIDED	701-000-265.000	90.00
07/16/2019	AP	77319	DANIEL PHILLIPS	ME SERVICES	101-648-801.020	550.00
		77319		ME SERVICES	101-648-930.500	32.50
						582.50
07/16/2019	AP	77320	DEKETO LLC	JUNE 2019 DOCUMENTS	101-215-920.410	392.00
		77320		JUNE 2019 DOCUMENTS	256-215-920.410	784.00
						1,176.00
07/16/2019	AP	77321	DENISE SOCIA	RESTITUTION	701-000-271.000	20.00
07/16/2019	AP	77322	DOVER TOWNSHIP TREASURER	2019 PRE DENIAL TOWNSHIP PORTION	701-000-226.030	77.15
07/16/2019	AP	77323	DOVER TOWNSHIP TREASURER	2018 CFR	701-000-274.006	1,004.89
07/16/2019	AP	77324	DUNNS	JUNE 2019 COURT COPY FEES & MAINTENANCE AGREEMENT	101-131-920.520	48.30
		77324		MSUE COPIER CONTRACT	101-864-726.000	265.44
		77324		JUNE 2019 FOC COPY FEES & MAINTENANCE AGREEMENT	215-141-920.520	63.29
						377.03
07/16/2019	AP	77325	ELLIOT BLUMBERG	BDR LESS 10%	701-000-265.000	450.00
07/16/2019	AP	77326	ELMIRA TWP TREASUER	2019 PRE DENIAL TOWNSHIP PORTION	701-000-226.030	42.63
07/16/2019	AP	77327	ELMIRA TWP TREASUER	2018 CFR	701-000-274.006	883.15
07/16/2019	AP	77328	ELMIRA WARNER FIRE AUTHORITY	2018 CFR	701-000-274.006	28.91
07/16/2019	AP	77329	EMPIRIC SOLUTIONS INC	AUGUST 2019 FOC COMPASS MANAGEMENT FEE	215-141-801.020	379.00
07/16/2019	AP	77330	EREMAL L REPP	SERVICES 7-10-19	249-371-801.026	380.00
07/16/2019	AP	77331	FEENY	VEHICLE MAINTENANCE JEEP PATRIOT 2016	249-371-920.400	76.01
07/16/2019	AP	77332	GATEWAY FINANCIAL SOLUTIONS	REFUND GARNISHMENT FEE ON VICTORIA DELOY 18-33286-GC-3	101-136-606.010	15.00
07/16/2019	AP	77333	GAYLORD COMMUNITY SCHOOLS	2019 PRE DENIAL SCHOOL PORTION	701-000-228.001-PRE0000000	7,119.86
07/16/2019	AP	77334	GAYLORD COMMUNITY SCHOOLS	2018 CFR SCHOOL DEBT PORTION	701-000-274.006	158.94
07/16/2019	AP	77335	GBS INC	VITAL RECORDS ENVELOPES	101-215-726.000	415.30
07/16/2019	AP	77336	GEORGE SIMMONS, JR	JURY SHOW CAUSE, PARTIAL BOND RETURN	701-000-265.000	25.00
07/16/2019	AP	77337	HAILEY M. MILLER	10-22-18 JURY SERVICE	101-145-930.930	16.60

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/16/2019	AP	77338	HAYES TOWNSHIP TREASURER	2019 PRE DENIAL TOWNSHIP PORTION	701-000-226.030	72.85
07/16/2019	AP	77339	HERBERT HOFER	JURY SHOW CAUSE, BOND RETURNED	701-000-265.000	50.00
07/16/2019	AP	77340	HOWARD L SHIFMAN PC	ATTORNEY-CLIENT COMMUNICATION	280-270-801.020	621.00
07/16/2019	AP	77341	JAMES R. ZEILINGER	12-18-18 JURY SERVICE	101-145-930.930	23.00
07/16/2019	AP	77342	JESSICA A. SLUSSER	RIDER COACH	101-332-801.030	735.00
07/16/2019	AP	77343	JESSICA WYSOCKI	BDR LESS 10%	701-000-265.000	270.00
07/16/2019	AP	77344	JOHANNESBURG LEWISTON SCHOOLS	2018 CFR SCHOOL DEBT PORTION	701-000-274.006	44.53
07/16/2019	AP	77345	JOSEPH A. HOFFMAN	10-22-18 JURY SERVICE	101-145-930.930	19.80
07/16/2019	AP	77346	KEVIN KING	FOC SMILE PROGRAM ON 7/1/19	101-166-940.010	242.00
07/16/2019	AP	77347	KIRTLAND COMMUNITY COLLEGE	MILLAGE & PERSONAL PROPERTY	701-000-225.001	8,932.63
07/16/2019	AP	77348	LARRY KENT	SERVICES 7-3-2019 THRU 7-9-2019	249-371-801.024	1,250.00
07/16/2019	AP	77349	LIVINGSTON TOWNSHIP TREAS	2019 PRE DENIAL TOWNSHIP PORTION	701-000-226.030	3.39
07/16/2019	AP	77350	LIVINGSTON TOWNSHIP TREAS	2018 CFR	701-000-274.006	283.99
07/16/2019	AP	77351	MACAO-MI ASSOC OF COUNTIES	2020 DUES - T ADAM/R FRISCH	645-000-123.000	360.00
07/16/2019	AP	77352	MARVIN CARLSON	ME SERVICES	101-648-801.020	295.00
		77352		ME SERVICES	101-648-930.500	10.00
						305.00
07/16/2019	AP	77353	MCCARDEL CULLIGAN	JUNE	647-851-704.112	84.00
07/16/2019	AP	77354	MICHIGAN STATE POLICE BFS-CASHIERS	JUNE CPL NEW AND RENEWALS	701-000-228.016	2,887.00
07/16/2019	AP	77355	NICHOLAS LAMSA	BOND RETURN	701-000-265.000	100.00
07/16/2019	AP	77356	OMH MEDICAL GROUP & MEDCAR WALKIN	PRE EMPLOYMENT AND RECERT PHYSCIALS	101-302-940.010	65.00
		77356		PRE EMPLOYMENT AND RECERT PHYSCIALS	209-751-940.010	65.00
		77356		PRE EMPLOYMENT AND RECERT PHYSCIALS	588-699-940.010	246.00
						376.00
07/16/2019	AP	77357	OTSEGO COUNTY	19-5653 BDA $450/BDU $50; 19-5660 BDU $20;17-5299 BDU $50;18-5495	701-000-265.000	600.00
07/16/2019	AP	77358	OTSEGO COUNTY FRIEND OF COURT	12-14526 $154.08/13-14790 $173.92/15-16009 $600	701-000-265.000	928.00
07/16/2019	AP	77359	OTSEGO COUNTY JUDICIAL SYSTEM	7/3/19 HRA REIMBURSEMENT CHECK REGISTER	101-131-704.110	1,541.77
		77359		7/3/19 HRA REIMBURSEMENT CHECK REGISTER	215-141-704.110	282.19

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		77359		7/3/19 HRA REIMBURSEMENT CHECK REGISTER	292-662-704.110	875.17
						2,699.13
07/16/2019	AP	77360	OTSEGO COUNTY SHERIFF DEPT	JUNE 2019 MONTHLY DRUG TESTING	101-133-940.010	1,673.00
07/16/2019	AP	77361	OTSEGO COUNTY TREASURER	OVERPMT ON 2017 STILL OWE FOR 2018 091-200-000-360-00	516-030-694.000	5,950.98
07/16/2019	AP	77362	RAINBOW PLAQUE CO	PLAQUE	101-721-726.000	40.00
07/16/2019	AP	77363	ROBERT M. HUTA	12-18-18 JURY SERVICE	101-145-930.930	17.00
07/16/2019	AP	77364	SANE	SAN-71-17 RESTITUTION	701-000-271.000	200.00
07/16/2019	AP	77365	SCOTT J. STARKS	1-28-19 JURY SERVICE	101-145-930.930	19.00
07/16/2019	AP	77366	SCOTT T BEATTY	JUNE 2019 FOC REFEREE HEARINGS	215-141-940.010	2,550.00
07/16/2019	AP	77367	SOUL PURPOSE COUNSELING & CONSULT	JUNE 2019 MENTAL HEALTH COUNSELING	101-133-940.010	140.00
07/16/2019	AP	77368	STATE OF MICHIGAN	APRIL-JUNE 2019 2ND QTR	701-000-228.040	6,189.74
07/16/2019	AP	77369	STATE OF MICHIGAN	CIRCUIT COURT JUNE 2019 MONTH END	701-000-228.037	1,007.58
		77369		CIRCUIT COURT JUNE 2019 MONTH END	701-000-228.042	230.00
		77369		CIRCUIT COURT JUNE 2019 MONTH END	701-000-228.057	50.00
		77369		CIRCUIT COURT JUNE 2019 MONTH END	701-000-228.058	1,547.00
		77369		CIRCUIT COURT JUNE 2019 MONTH END	701-000-228.059	482.00
		77369		CIRCUIT COURT JUNE 2019 MONTH END	701-000-228.560	325.00
						3,641.58
07/16/2019	AP	77370	STATE OF MICHIGAN	PROBATE COURT JUNE 2019 MONTH END	701-000-228.006	403.71
		77370		PROBATE COURT JUNE 2019 MONTH END	701-000-228.042	130.00
		77370		PROBATE COURT JUNE 2019 MONTH END	701-000-228.058	150.00
		77370		PROBATE COURT JUNE 2019 MONTH END	701-000-228.560	25.00
						708.71
07/16/2019	AP	77371	STATE OF MICHIGAN	JUNE 2019 MONTH END	701-000-228.005	16.00
07/16/2019	AP	77372	STATE OF MICHIGAN	2019 PRE DENIAL STATE PORTION	701-000-226.030	1,432.44
07/16/2019	AP	77373	STATE OF MICHIGAN	RESTITUTION	701-000-271.000	1,000.00
07/16/2019	AP	77374	TODD HARDING	JURY SHOW CAUSE, BOND RETURNED	701-000-265.000	50.00
07/16/2019	AP	77375	TONYA KLEE-JURCZYK	RESTITUTION	701-000-271.000	30.00
07/16/2019	AP	77376	TRAIL, NICHOLA	REFUND FOR OVERPAYMENT MADE ON 2018 TAX YR FOR PARCEL #1	516-030-694.000	44.48

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/16/2019	AP	77377	VANDERBILT SCHOOLS	2018 CFR SCHOOL DEBT PORTION	701-000-274.006	168.22
07/16/2019	AP	77378	VERIZON WIRELESS	283104123-00001 - JUNE 2019	101-131-930.210	27.33
07/16/2019	AP	77379	VISION SERVICE PLAN (VSP)	VISION JULY 2019 12 049684 0797 AND 0798	647-851-704.110	1,433.04
07/16/2019	AP	77380	WINN TELECOM	989-732-6108	261-427-930.210	61.22
07/16/2019	AP	77381	WMJZ EAGLE 101.5	INV# 943-6 & 944-6, HOUSING & VETERANS RADIO ADVERTISEMENT	101-682-930.300	100.00
		77381		INV# 943-6 & 944-6, HOUSING & VETERANS RADIO ADVERTISEMENT	233-691-930.300	100.00
						200.00
07/16/2019	AP	77382	ZAREMBA	MTT INTEREST REFUND 080-031-400-005-01	516-000-026.021	1,633.00
07/16/2019	AP	77383	BETH ANDERSON	DELINQUENT RENT, VETERAN #06-2019	293-689-930.999	800.00
			TOTAL - ALL FUNDS	TOTAL OF 103 CHECKS		103,619.41

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
CHECK NUMBER 76911

Check Date	Bank	Check #	Payee	Description	GL #	Amount
06/25/2019	AP	76911	AUTO GLASS SPECIALISTS	RESTITUTION	** VOIDED **	
			TOTAL - ALL FUNDS	TOTAL OF 1 CHECKS (1 voided)		0.00

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
CHECK NUMBER 76814

Check Date	Bank	Check #	Payee	Description	GL #		Amount
06/12/2019	AP	76814	PRECISION EXOTICS LLC	AIRSHOW FUEL FOR EXOTIC VEHICLES		** VOIDED **	
			TOTAL - ALL FUNDS	TOTAL OF 1 CHECKS (1 voided)			0.00

OTSEGO COUNTY
Board of Commissioners

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

EXECUTIVE SUMMARY

AGENDA ITEM:	AGENDA DATE:
July 23, 2019 Warrant	July 30, 2019
AGENDA PLACEMENT:	ACTION REQUESTED:
New Business, A. Financials, Item 2	Motion to Approve
STAFF CONTACT(S):	ATTORNEY REVIEW:
Mel Maier, Finance Director	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 July 23, 2019 warrant is in the amount of $390,534.32. Major expenditures in the warrant include:

- $60,222.48 – Blue Care Network – August 2019 premium
- $164,656.21 – City of Gaylord – Millage settlement/water bills
- $58,353.00 – Health Dept. of Northwest MI – 3rd qtr. appropriation

RECOMMENDATION:

Staff requests approval of the warrant detailed above with a total amount of $390,534.32 and one void check on July 19, 2019.

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/23/2019	AP	2406(A)	GAYLORD ARFF INC	AUGUST PAYMENT PER CONTRACT AIRPORT	281-537-940.010	13,205.00
07/23/2019	AP	2407(E)	AMERICAN WASTE	8617689/8617682/8617689	208-751-920.200	1,725.00
		2407(E)		8617689/8617682/8617689	208-752-920.200	82.40
		2407(E)		3123327	212-430-920.410	72.10
		2407(E)		INV # 3123329 TRASH SERVICE 1100 AERO DR	281-537-920.410	130.00
		2407(E)		3123842 JULY	588-698-940.010	103.00
		2407(E)		INV 3127044/3127043	637-265-920.410	375.55
						2,488.05
07/23/2019	AP	2408(E)	CENTURY LINK	ELMIRA TWP FIRE DEPT	261-427-930.210	133.76
07/23/2019	AP	2409(E)	CHARTER COMMUNICATIONS	TV INTERNET &PHONE AERO DR 0044755	281-537-920.410	359.75
07/23/2019	AP	2410(E)	CONSUMERS ENERGY	MULTIPLE INVOICES 1100 AERO DRIVE	281-537-930.620	2,545.45
		2410(E)		100021190929	637-265-930.620-SILLI00000	46.62
						2,592.07
07/23/2019	AP	2411(E)	DE LAGE LANDEN PUBLIC FINANCE	INV 64177366	101-257-920.410	178.12
		2411(E)		INVOICE 64145002	101-267-920.410	98.90
		2411(E)		INVOICE 64145002	101-267-930.983	15.22
		2411(E)		INVOICE 64145002	101-864-920.410	595.78
		2411(E)		INVOICE 64145002	212-430-920.410	141.55
		2411(E)		INVOICE 64145002	249-371-920.410	100.42
						1,129.99
07/23/2019	AP	2412(E)	DTE ENERGY	GAS BILL	208-752-930.610	123.68
		2412(E)		ANIMAL CONTROL JUNE 2019	212-430-930.610	71.88
						195.56
07/23/2019	AP	2413(E)	FRONTIER	989.732.2373.030804.5	637-265-930.210	53.98
07/23/2019	AP	77384	ABEL M CRUZ	7/8/2019 MEETING	208-752-703.040	50.00
		77384		7/8/2019 MEETING	208-752-930.500	8.00
						58.00
07/23/2019	AP	77385	AGNES KUCHAREK	CAMPING REFUND	208-440-652.030	90.00
07/23/2019	AP	77386	BLUE CARE NETWORK	HEALTH INSURANCE HMO FOR AUGUST 2019 191900044021	647-851-704.110	60,222.48
07/23/2019	AP	77387	BLUE CROSS BLUE SHIELD OF MICHIGAN	AUGUST PREMIUM	647-851-704.110	2,262.13
07/23/2019	AP	77388	BONNY MILLER	PER DIEM, TRAVEL	208-752-703.040	50.00
		77388		PER DIEM, TRAVEL	208-752-930.500	15.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
						65.00
07/23/2019	AP	77389	BRADY'S BUSINESS SYSTEMS	PROBATE COPIER CONTRACT	101-149-726.000	18.41
07/23/2019	AP	77390	BRUCE TILLINGER	SERVICES 7-9-2019 THRU 7-11-2019	249-371-801.027	410.00
		77390		SERVICES 7-9-2019 THRU 7-11-2019	249-371-801.028	470.00
						880.00
07/23/2019	AP	77391	BRYAN MORGAN	BOND RETURN LESS 10%	701-000-265.000	360.00
07/23/2019	AP	77392	CENTURYLINK	ACCT 63357762	261-427-940.010	147.58
07/23/2019	AP	77393	CHOICE PUBLICATIONS	63425 ADS IN ALPENFEST GUIDE	208-751-930.300	159.50
		77393		ADS	209-751-930.300	351.50
						511.00
07/23/2019	AP	77394	CITY OF GAYLORD	WATER 1100 AERO DRIVE	281-537-920.200	196.70
		77394		2018 ROAD MILLAGE SETTLEMENT	465-449-700.000	164,386.96
		77394		001254-0000-02 JUNE	588-697-920.200	72.55
						164,656.21
07/23/2019	AP	77395	CORNACCHIA (GAMICCHIA), ANN	REFUND OVERPMT 2018 TAX 091-190-000-273-00	516-030-694.000	38.32
07/23/2019	AP	77396	DELTA DENTAL OF MICHIGAN	AUGUST DENTAL RIS 0002374957	647-851-704.110	5,687.92
07/23/2019	AP	77397	DIPZINSKI, DAVID	JBOR 2019 PRE CHANGE 072-350-000-011-00	516-000-026.021	629.03
07/23/2019	AP	77398	EMILEE DOWLAND	CAMPING REFUND	208-440-652.030	140.00
07/23/2019	AP	77399	GARBULINSKI, SHAUN & KIERSTEN	JBOR 2019 CHBK 011-675-000-008-01	516-000-026.021	854.94
07/23/2019	AP	77400	GASLIGHT MEDIA	AUG 2019 CONNECTIVITY	594-228-930.240	2,900.00
07/23/2019	AP	77401	GAYLORD COMMUNITY SCHOOLS	REFUND FOR OVERPMT ON JUNE 2019 CHBK. MISTAKE WITH HAYES	516-000-026.021	2,697.13
07/23/2019	AP	77402	GAYLORD MACHINE & FABRICATION LLC	1286-6326 SHARPEN BRUSH HOG BLADES	209-751-726.000	50.00
07/23/2019	AP	77403	GILL ROYS HARDWARE	OTS015	208-751-726.000	108.31
		77403		OTS015	208-751-726.025	10.58
		77403		OTS015	208-751-726.035	26.93
		77403		OTS015	208-752-726.000	8.59
		77403		OTS015	209-751-726.000	162.19
						316.60
07/23/2019	AP	77404	GINOP SALES INC	AP65652 GRESE, OIL, PTO PIN	209-751-726.000	53.71

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/23/2019	AP	77405	GREAT LAKES ENERGY	674018500 BARNS	209-751-930.620	20.00
07/23/2019	AP	77406	HAIGHT, ERICK	JBOR 2019 CHBK 2016-2018 011-670-000-032-00	516-000-026.021	4,019.26
07/23/2019	AP	77407	HAMILTON, ELIZABETH	JBOR 2019 PRE ADJ 061-115-000-053-00	516-000-026.021	1,310.78
07/23/2019	AP	77408	HEALTH DEPT OF NORTHWEST MI	3RD QTR APPROPRIATION	101-601-940.010	58,353.00
07/23/2019	AP	77409	HOME DEPOT CREDIT SERVICES	24932174 ANIMAL CONTROL	212-430-726.000	162.79
07/23/2019	AP	77410	HULBURT, BOBBIE J	JBOR 2019 CHBK PRE 2017&2018 010-026-200-045-03	516-000-026.021	751.76
07/23/2019	AP	77411	JASON CAVERSON	PLANNING COMMISSION MEETING / JULY 15, 2019	101-721-703.040	100.00
		77411		PLANNING COMMISSION MEETING / JULY 15, 2019	101-721-930.500	30.00
						130.00
07/23/2019	AP	77412	JIM HILGENDORF	PLANNING COMMISSION MEETING / JULY 15, 2019	101-721-703.040	50.00
		77412		PLANNING COMMISSION MEETING / JULY 15, 2019	101-721-930.500	20.00
						70.00
07/23/2019	AP	77413	JOHN D INGRAM	REFUND FOR OVERPAYMENT MADE ON 2018 TAX YR FOR PARCEL #	516-030-694.000	38.22
07/23/2019	AP	77414	JOHNSON OIL COMPANY	CL40447 FUEL	588-699-930.660	6,092.16
07/23/2019	AP	77415	JUDITH JARECKI	PLANNING COMMISSION MEETING / JULY 15, 2019	101-721-703.040	50.00
		77415		PLANNING COMMISSION MEETING / JULY 15, 2019	101-721-930.500	15.50
		77415		PER DIEM, TRAVEL	208-752-703.040	50.00
		77415		PER DIEM, TRAVEL	208-752-930.500	25.00
						140.50
07/23/2019	AP	77416	JUSTIN WING	PERDIEM, TRAVEL	208-752-703.040	50.00
		77416		PERDIEM, TRAVEL	208-752-930.500	6.50
						56.50
07/23/2019	AP	77417	KEVIN FORTUNE	CAMPING REFUND	208-440-652.030	65.00
07/23/2019	AP	77418	KRISTEN GODDARD	CAMPING REFUND	208-440-652.030	15.00
07/23/2019	AP	77419	LANSING SANITARY SUPPLY INC	1041818 PIT TOILET TREATMENT	208-751-726.025	168.90
07/23/2019	AP	77420	LARRY KENT	SERVICES 7-10-2019 THRU 7-16-2019	249-371-801.024	490.00
07/23/2019	AP	77421	LAURA STORIE	CAMPING REFUND	208-440-652.030	120.00
07/23/2019	AP	77422	LESLIE WING	CAMPING REFUND	208-440-652.030	104.00
07/23/2019	AP	77423	LOWES	XXX4766	209-751-726.000	432.93

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		77423		XXX4766	209-751-726.050	160.93
						593.86
07/23/2019	AP	77424	MARTIN, CHRISTOPHER A & LINDA R	JBOR PRE CHBK 011-240-000-127-00	516-000-026.021	1,841.40
07/23/2019	AP	77425	MID MICHIGAN ME GROUP	CREMATION PERMIT FEES 3/1-6/30/19	101-648-930.470	937.50
07/23/2019	AP	77426	MOYER, DEBORAH R	JBOR 2019 PRE 023-170-020-010-00	516-000-026.021	408.41
07/23/2019	AP	77427	NEIL & CATHERINE DRZEWIECKI	JBOR PRE CHBK 011-240-000-090-00	516-000-026.021	1,641.14
07/23/2019	AP	77428	NORA HOLLY CORFIS	PLANNING COMMISSION MEETING / JULY 15, 2019	101-721-703.040	50.00
		77428		PLANNING COMMISSION MEETING / JULY 15, 2019	101-721-930.500	14.00
						64.00
07/23/2019	AP	77429	NORTHERN MICHIGAN REVIEW	181577-63019 ADS	208-752-930.300	552.00
07/23/2019	AP	77430	O'NEIL, TRAVIS & TAMMIE	JBOR 2019 PRE ADJ 071-005-400-025-03	516-000-026.021	1,568.93
07/23/2019	AP	77431	OCNET	9293/9300	101-864-930.240	800.00
		77431		9290 WIRELESS INTERNET	208-752-726.000	59.95
		77431		1900009299	212-430-920.410	400.00
		77431		9293/9300	261-427-930.240	200.00
						1,459.95
07/23/2019	AP	77432	OMS COMPLIANCE SERVICES INC	95057 PRE EMPLOYMENT DRUG TEST	209-751-940.010	83.00
07/23/2019	AP	77433	OTSEGO COUNTY	BDU	701-000-265.000	40.00
07/23/2019	AP	77434	OTSEGO COUNTY BUS SYSTEM	9219 REPAIR TURN SIGNAL ON TRUCK	208-751-726.050	52.00
07/23/2019	AP	77435	OTSEGO COUNTY FRIEND OF COURT	FOC PERF BOND	701-000-265.000	600.00
07/23/2019	AP	77436	OTSEGO COUNTY TREASURER	JBOR PRE REFUND, STILL OWE 2017 & 2018 TAX 011-680-000-047-00	516-000-026.021	574.06
07/23/2019	AP	77437	PAUL HARTMANN	PLANNING COMMISSION MEETING / JULY 15, 2019	101-721-703.040	50.00
		77437		PLANNING COMMISSION MEETING / JULY 15, 2019	101-721-930.500	10.00
						60.00
07/23/2019	AP	77438	PAY THE BILLS, LLC	496912 WOOD	208-751-726.000	180.00
07/23/2019	AP	77439	PAY THE BILLS, LLC	496907 FIRE WOOD	208-751-726.000	180.00
07/23/2019	AP	77440	PRESQUE ISLE ELECTRIC AND GAS CO-OP	GAS BILL	209-751-930.610	55.08
07/23/2019	AP	77441	RANDY STULTS	PER DIEM, TRAVEL	208-752-703.040	50.00
		77441		PER DIEM, TRAVEL	208-752-930.500	5.90

Check Date	Bank	Check #	Payee	Description	GL #	Amount
						55.90
07/23/2019	AP	77442	SCOTT COURTERIER	PER DIEM, TRAVEL	208-752-703.040	63.00
07/23/2019	AP	77443	STEVE J BAUMAN	PLANNING COMMISSION MEETING / JULY 15, 2019	101-721-703.040	50.00
		77443		PLANNING COMMISSION MEETING / JULY 15, 2019	101-721-930.500	1.00
						51.00
07/23/2019	AP	77444	STEVEN W SCOTT	PLANNING COMMISSION MEETING / JULY 15, 2019	101-721-703.040	50.00
		77444		PLANNING COMMISSION MEETING / JULY 15, 2019	101-721-930.500	7.00
						57.00
07/23/2019	AP	77445	STROTHER, RAY & PENNY	JBOR 2019 PRE CHBK 011-690-007-006-01	516-000-026.021	570.60
07/23/2019	AP	77446	SYSCO - GRAND RAPIDS	268267316 ICE CREAM, PAPER TOWEL, TOILET PAPER, BAGS	208-751-726.000	412.15
		77446		268267316 ICE CREAM, PAPER TOWEL, TOILET PAPER, BAGS	208-751-726.025	119.43
						531.58
07/23/2019	AP	77447	TAMMY STCKEL	CAMPING REFUND	208-440-652.030	146.00
07/23/2019	AP	77448	TINA SCHULDT	CAMPING REFUND	208-440-652.030	94.00
07/23/2019	AP	77449	TITLE CHECK LLC	JULY INSTALLMENT 2017 TAX FORFEITURE CYCLE INV# 1907-25	516-253-920.410	14,087.59
07/23/2019	AP	77450	UNIFIRST CORPORATION	CARPET RENTAL # 1530066607-0064254	281-537-920.410	100.42
07/23/2019	AP	77451	VERIZON CONNECT NWF INC	OSV000001805936	212-430-920.410	18.95
07/23/2019	AP	77452	VILLAGE OF VANDERBILT TREASURER	2018 ROAD MILLAGE SETTLEMENT	465-449-700.000	8,291.37
07/23/2019	AP	77453	VIVIANO, DOMINIC AND ASHLEY	JBOR 2019 PRE ADJ 071-013-200-065-00	516-000-026.021	712.73
07/23/2019	AP	77454	WMJZ EAGLE 101.5	1234-1 ADS	208-751-930.300	250.00
07/23/2019	AP	77455	WYSZYNSKI, SHERI	JBOR PRE CHBK 011-480-000-016-00	516-000-026.021	833.40
07/23/2019	AP	77456	ZAREMBA GROUP LLC	2018-19 MTT TV DECREASED	516-000-026.021	18,874.96
			TOTAL - ALL FUNDS	TOTAL OF 81 CHECKS		390,534.32

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
CHECK NUMBER 76487

Check Date	Bank	Check #	Payee	Description	GL #	Amount
05/28/2019	AP	76487	ALPINT TITLE & ESCROW	REFUND FOR OVER PMT ON 2018 TAXES 100-000-004-015-00	** VOIDED **	
			TOTAL - ALL FUNDS	TOTAL OF 1 CHECKS (1 voided)		0.00

OTSEGO COUNTY
Board of Commissioners

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

EXECUTIVE SUMMARY

AGENDA ITEM:	AGENDA DATE:
July 30, 2019 Warrant	July 30, 2019
AGENDA PLACEMENT:	ACTION REQUESTED:
New Business, A. Financials, Item 3	Motion to Approve
STAFF CONTACT(S):	ATTORNEY REVIEW:
Mel Maier, Finance Director	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 July 30, 2019 warrant is in the amount of $247,681.63. Major expenditures in the warrant include:

- $28,271.40 – Drug & Laboratory Disposal Inc. – Hazardous Waste
- $29,585.68 – MCWCF – Q3 Workers Compensation

RECOMMENDATION:

Staff requests approval of the warrant detailed above with a total amount of $247,681.63 and 3 void checks on July 23, 2019.

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/30/2019	AP	2414(A)	CDW GOVERNMENT INC	HP COLOR LASERJET ENTERPRISE - QUOTE KSLG976	101-682-726.000-_MVAA_____	455.05
07/30/2019	AP	2415(A)	GARY GELOW	MIDC SUPPORT STAFF JULY 1 - 12, 2019	260-131-801.021	1,150.00
07/30/2019	AP	2416(E)	CHARTER COMMUNICATIONS	0069887070919 CABLE AND PHONE	208-752-726.000	94.59
		2416(E)		0069887070919 CABLE AND PHONE	208-752-930.210	39.99
						134.58
07/30/2019	AP	2417(E)	CHARTER COMMUNICATIONS	ACCT # 8245122500044755	281-537-920.410	714.19
07/30/2019	AP	2418(E)	CONSUMERS ENERGY	ELECTRIC BILLS	208-751-930.620	4,712.84
		2418(E)		203319620388 CENTER ELECTRIC BILL	208-752-930.620	507.73
		2418(E)		100000163053 MAY/JUNE	637-265-930.620-CRTHS00000	7,515.55
						12,736.12
07/30/2019	AP	2419(E)	DEARBORN NATIONAL	LIFE AND DISABILITY INSURANCE AUGUST 2019	704-000-231.870	2,730.83
07/30/2019	AP	2420(E)	DTE ENERGY	MULTIPLE INVOICES 1100 AERO	281-537-930.610	439.45
07/30/2019	AP	2421(E)	FRONTIER	WELCOME CENTER PHONE	209-751-930.210	22.30
07/30/2019	AP	2422(E)	PITNEY BOWES	RED INK, POSTAGE TAPE	101-131-726.000	84.78
		2422(E)		RED INK, POSTAGE TAPE	215-141-726.000	84.78
						169.56
07/30/2019	AP	2423(E)	WEST PAYMENT CENTER	JUNE 2019 COURT SKIP TRACING FEE	101-131-940.010	126.34
07/30/2019	AP	2424(E)	WEST PAYMENT CENTER	JUNE 2019 FOC SKIP TRACING FEE	215-141-940.010	136.85
07/30/2019	AP	77457	44NORTH	HRA AND COBRA FOR JULY INVOICE 19256	647-851-704.110	1,268.25
07/30/2019	AP	77458	44NORTH	JULY 2019 COBRA, TELADOC & HRA ADMIN FEES	101-131-704.110	708.56
		77458		JULY 2019 COBRA, TELADOC & HRA ADMIN FEES	101-133-704.110	0.95
		77458		JULY 2019 COBRA, TELADOC & HRA ADMIN FEES	101-148-704.110	24.90
		77458		JULY 2019 COBRA, TELADOC & HRA ADMIN FEES	215-141-704.110	149.40
		77458		JULY 2019 COBRA, TELADOC & HRA ADMIN FEES	292-662-704.110	39.24
						923.05
07/30/2019	AP	77459	46TH CIRCUIT TRIAL COURT	14-51-DL RESTITUTION PAYMENT BY ASHTON FORMAN	701-000-271.148	80.00
07/30/2019	AP	77460	87-A DISTRICT COURT- IMPREST CASH	PETTY CASH REIMBURSEMENT: DRUG CT GARDEN SUPPLIES, FOC (	101-131-726.000	5.28
		77460		PETTY CASH REIMBURSEMENT: DRUG CT GARDEN SUPPLIES, FOC (	101-133-726.000-DRUG000000	63.22
		77460		PETTY CASH REIMBURSEMENT: DRUG CT GARDEN SUPPLIES, FOC (	215-141-726.000	5.99
						74.49

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/30/2019	AP	77461	ANDRESS, LARRY	JBOR 2019 PRE ADJ 091-340-001-294-00	516-000-026.021	2,408.85
07/30/2019	AP	77462	ARTIC GLACIER USA	ICE	208-751-726.000	396.00
07/30/2019	AP	77463	ARTS AUTO ELECTRIC SERVICE INC	01NI1222 STOCK	588-699-726.050	444.17
07/30/2019	AP	77464	BIG BUCK BREWERY	INV # 1101 AIRSHOW CLUB BRAVO	282-537-940.010	1,606.00
07/30/2019	AP	77465	BILL MARSH FORD GAYLORD	HUB ASY- WHEEL	101-301-726.050	3,091.72
07/30/2019	AP	77466	BJS RENTAL & CATERING	INV # 934C 2019 SHOW	282-537-940.010	5,791.00
07/30/2019	AP	77467	BLUE CARE NETWORK	00182055-0001 AUGUST 2019 COURT MEDICAL	101-131-704.110	3,541.51
		77467		00182055-0001 AUGUST 2019 COURT MEDICAL	101-148-704.110	1,287.23
		77467		00182055-0001 AUGUST 2019 COURT MEDICAL	215-141-704.110	5,569.35
		77467		00182055-0001 AUGUST 2019 COURT MEDICAL	292-662-704.110	1,808.09
		77467		00182055-0001 AUGUST 2019 COURT MEDICAL	704-000-231.261	3,061.54
						15,257.72
07/30/2019	AP	77468	BMI	ACCOUNT # 2262876 INV # 35313750	282-537-940.010	400.00
07/30/2019	AP	77469	BOBBY DUANE WELLS-SLOCUM	7-18-19 JURY SERVICE	101-145-930.930	17.40
07/30/2019	AP	77470	BRANDON MICHAEL CARLISLE	7-18-19 JURY SERVICE	101-145-930.930	17.00
07/30/2019	AP	77471	BREUHAN, JEFFREY	JBOR 2019 PRE ADJ 091-200-000-330-00	516-000-026.021	963.54
07/30/2019	AP	77472	BRUCE TILLINGER	SERVICES 7-16-2019 THRU 7-23-2019	249-371-801.027	870.00
		77472		SERVICES 7-16-2019 THRU 7-23-2019	249-371-801.028	710.00
						1,580.00
07/30/2019	AP	77473	BUILDERS FIRST SOURCE	INV # 40815415 CORNER IMPROVEMENTS	281-537-920.400	421.52
07/30/2019	AP	77474	BURNS, RICHARD	JBOR 2019 PRE ADJ 032-220-000-014-00	516-000-026.021	224.51
07/30/2019	AP	77475	BURNS, RICHARD JAMES	JBOR 2019 PRE ADJ 030-036-400-010-05	516-000-026.021	56.98
07/30/2019	AP	77476	CAROLYN ANNE JOHNSTON	7/18-7/19 JURY SERVICE	101-145-930.930	107.00
07/30/2019	AP	77477	CHILD & FAMILY SERVICES OF NW MI	17-04-NA SEMI ANNUAL CLOTHING ALLOWANCE	292-662-930.810	107.00
07/30/2019	AP	77478	CHUCKS ELECTRIC OF GAYLORD	2698 ELECTRICAL WORK ON HILLTOP HOUSE	209-751-930.620	3,592.36
		77478		2698 ELECTRICAL WORK ON HILLTOP HOUSE	209-901-970.300	769.64
		77478		# 2660 LIGHTS ON CORNER	281-537-920.400	1,612.00
						5,974.00
07/30/2019	AP	77479	CITY OF GAYLORD	WATER BILL	208-752-920.200	42.02

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		77479		JBOR 2019 VALUE CHANGE 103-150-000-123-00	516-000-026.021	150.65
		77479		WATER/SEWER	637-265-920.200-ALPCT00000	597.80
		77479		WATER/SEWER	637-265-920.200-CRTHS00000	588.74
		77479		WATER/SEWER	637-265-920.200-SILLI00000	61.15
						1,440.36
07/30/2019	AP	77480	CNA SURETY DIRECT BILL	MI NOTARY BOND FEE FOR E. ROOSE	101-253-920.410	55.00
07/30/2019	AP	77481	CORECOMM	115039078 - JULY 2019 COURT INTERNET	101-131-930.210	21.95
07/30/2019	AP	77482	DELL MARKETING LP	OPTIPLEX 7060 MFF + QUOTE 3000041581200.1	101-267-726.000	1,145.41
		77482		DELL LATITUDE 5500 - QUOTE 3000040869261.1	101-682-726.000-_MVAA____	3,161.30
						4,306.71
07/30/2019	AP	77483	DELPHINE REN-MILLER	7-18-19 JURY SERVICE	101-145-930.930	18.60
07/30/2019	AP	77484	DENISE LANDRIE	RESOLUTION FRAMES	101-101-726.000	36.70
07/30/2019	AP	77485	DRUG & LABORATORY DISPOSAL, INC.	HAZARDOUS WASTE ACCT 26448	226-528-940.010-PROG000000	28,271.40
07/30/2019	AP	77486	DRURY, CRAIG	TRIED TO PAY SUMMER 2019 WITH US 031-015-100-015-00	516-030-694.000	50.64
07/30/2019	AP	77487	DUNNS	CLASP ENVELOPES, CLASSIFICATION FOLDERS, LEIN RIBBONS	101-131-726.000	284.59
		77487		33AR367079	101-149-726.000	209.31
		77487		CLERK PRINT CARTRIDGE	101-215-726.000	159.76
		77487		COPIES 11/2018	101-267-726.000	35.90
		77487		ACCT DUN 3589; INV 33AR381730, 33AR381246, 33AR380396; VICTIM A	101-267-930.983	566.96
		77487		CALENDAR/PENS	101-301-726.000	14.85
		77487		COPIES 11/2018	101-864-726.000	380.89
		77487		COPIES 11/2018	212-430-726.000	114.15
		77487		COPIES 11/2018	249-371-726.000	403.73
		77487		33AR358206;33AR363219;33AR368492;33AR370599;33AR271426;33AR3	256-215-726.000	688.42
		77487		AIRPORT COPIER	281-537-726.000	197.70
		77487		INV # 33AR368815 OFFICE SUPPLIES	282-537-726.000	20.29
		77487		CLASP ENVELOPES, CLASSIFICATION FOLDERS, LEIN RIBBONS	292-662-726.000	45.99
		77487		33AR379884 FLOD TOWELS; CAL. PAPER, DRY-LINE, PENCILS	588-697-726.000	65.33
		77487		33AR379884 FLOD TOWELS; CAL. PAPER, DRY-LINE, PENCILS	588-698-726.025	35.58
						3,223.45
07/30/2019	AP	77488	ELLIS LEE RAATZ	7-18-19 JURY SERVICE	101-145-930.930	17.00
07/30/2019	AP	77489	FEENY	6248577 DODGE CARAVAN	281-537-920.400	512.40
07/30/2019	AP	77490	FOREMOST PROMOTIONS	TATTOOS/ JUNIOR DEP BADGES	101-301-726.000	762.11

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/30/2019	AP	77491	GASLIGHT MEDIA	WEBSITE HOSTING	101-228-930.240	110.00
07/30/2019	AP	77492	GAYLORD VETERINARY SERVICES	JUNE 2019	212-430-930.471	397.61
		77492		JUNE 2019	212-430-930.980	375.00
						772.61
07/30/2019	AP	77493	GENE RAY DLUZNIEWSKI	7-19-19 JURY SERVICE	101-145-930.930	17.40
07/30/2019	AP	77494	GILL ROYS HARDWARE	STAPLES	205-301-726.000	16.56
		77494		MULTIPLE INVOICES	281-537-920.400	59.59
		77494		MULTIPLE INVOICES	282-537-726.000	252.67
						328.82
07/30/2019	AP	77495	GORDON FOOD SERVICES	MOP SPONGE	101-351-726.000	13.88
07/30/2019	AP	77496	GREAT LAKES ENERGY	15-19-DL RESTITUTION PAYMENT BY JACOB FOX	701-000-271.148	125.00
07/30/2019	AP	77497	GREAT LAKES SERVICES OF NM LLC	DOG PARK FENCING	637-265-726.050	1,562.50
07/30/2019	AP	77498	GWENDOLYN MARIE TITHOF	7-18-19 JURY SERVICE	101-145-930.930	19.00
07/30/2019	AP	77499	HALL VETERINARY CLINIC	106755 106875 106891 107038 106989	212-430-930.471	148.30
		77499		106755 106875 106891 107038 106989	212-430-930.980	429.00
						577.30
07/30/2019	AP	77500	HULL, MARK W & JULIE M	JBOR PRE ADJ 061-220-000-022-00	516-000-026.021	221.41
07/30/2019	AP	77501	IMAGE FACTORY INC	SUPPLIES -BUILIDNG STICKERS INV 45090	249-371-726.000	105.00
07/30/2019	AP	77502	IMPREST CASH, OTSEGO COUNTY BUS SYS	#1132, #1133 GROUND COVER, SHREDDER (TIM)	588-697-726.000	49.88
		77502		#1132, #1133 GROUND COVER, SHREDDER (TIM)	588-698-726.025	20.00
						69.88
07/30/2019	AP	77503	JACOB BROWN	CAMPING REFUND	208-440-652.030	120.00
07/30/2019	AP	77504	JAMES SALO	ADD AND FIX SPRINKLER ZONE	637-265-726.050	650.00
07/30/2019	AP	77505	JARONESKI, VINCENT & MARY JO	JBOR 2019 PRE ADJ 060-018-200-005-00	516-000-026.021	2,070.99
07/30/2019	AP	77506	JEFFREY ALAN HOPP	7-18-19 JURY SERVICES	101-145-930.930	17.40
07/30/2019	AP	77507	JESSIE LYNN THOMPSON	7-18-19 JURY SERVICE	101-145-930.930	19.00
07/30/2019	AP	77508	JIM WERNIG INC	LUBE, OIL AND FILTER	101-301-726.050	50.74
07/30/2019	AP	77509	JIM'S ALPINE AUTOMOTIVE	MULTIPLE INV	281-537-920.400	161.29

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/30/2019	AP	77510	JOHNSON OIL COMPANY	170471 INSTALL TUBE	208-751-726.050	21.95
07/30/2019	AP	77511	JUSTIN CHARLES HOLZSCHU	7-18-19 JURY SERVICE	101-145-930.930	18.20
07/30/2019	AP	77512	KAMP OIL INC	MULTIPLE INVOICES	281-537-726.050	118.20
		77512		MULTIPLE INVOICES	282-537-930.664	3,196.95
						3,315.15
07/30/2019	AP	77513	KATRINA BROWN	CABIN REFUNDS	208-440-652.045	490.00
07/30/2019	AP	77514	KLYDER, CAMERON & MCCALDEN, KATHY	JBOR 2018 PRE ADJ 103-360-006-007-00	516-000-026.021	685.38
07/30/2019	AP	77515	LAPPANS OF GAYLORD INC	TRIMMERS AND STH SCREEN	205-301-726.000	354.41
		77515		# 01299658 STIHL WEED WHIP	281-537-920.400	291.45
						645.86
07/30/2019	AP	77516	LARRY KENT	SERVICES 7-17-2019 THRU 7-22-2019	249-371-801.024	970.00
07/30/2019	AP	77517	LEAH MAUREEN KWAPIS	7-18-19 JURY SERVICE	101-145-930.930	91.00
07/30/2019	AP	77518	LINCOLN FINANCIAL	CICOTSEGOC-BL-954784 - AUGUST 2019	101-131-704.140	480.40
		77518		CICOTSEGOC-BL-954784 - AUGUST 2019	101-133-704.140	41.56
		77518		CICOTSEGOC-BL-954784 - AUGUST 2019	215-141-704.140	213.41
		77518		CICOTSEGOC-BL-954784 - AUGUST 2019	292-662-704.140	100.25
						835.62
07/30/2019	AP	77519	LINDSAY KLINE	19-17-NA PLACEMENT 5/1/19 - 5/31/19 & INITIAL CLOTHING ALLOWAN(	292-662-930.700	744.44
07/30/2019	AP	77520	MACAO-MI ASSOC OF COUNTIES	MAC 2020 COUNTY DUES	101-000-123.000	11,099.28
07/30/2019	AP	77521	MACVC	MACVC 2019 FALL CONFERENCE 09/19/19 - 09/20/19 & (2) MACVC MEI	101-682-704.400	195.00
		77521		MACVC 2019 FALL CONFERENCE 09/19/19 - 09/20/19 & (2) MACVC MEI	101-682-930.600	150.00
						345.00
07/30/2019	AP	77522	MAXIMUS INC	FY 2017 ALLOCATION PLAN	101-267-801.020	1,426.00
		77522		FY 2017 ALLOCATION PLAN	215-141-801.020	6,074.00
						7,500.00
07/30/2019	AP	77523	MCWCF	Q3 WC BILLING MEMBER 736 OTSEGO COUNTY	704-000-231.270	29,585.68
07/30/2019	AP	77524	MDC CONTRACTING LLC	TICKET 4188	281-537-920.400	293.75
07/30/2019	AP	77525	MEYER ACE	ROPE	101-351-726.000	29.99
07/30/2019	AP	77526	MI ASSN OF DISTRICT CT MAGISTRATES	LISA VANLIERE - 2019 MEMBERSHIP DUES & CONFERENCE REGISTR	101-131-704.400	100.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		77526		LISA VANLIERE - 2019 MEMBERSHIP DUES & CONFERENCE REGISTR	101-131-930.600	75.00
						175.00
07/30/2019	AP	77527	MI ASSN OF DISTRICT CT MAGISTRATES	TRACEY CRUZ - 2019 MEMBERSHIP DUES & CONFERENCE FEE	101-131-704.400	100.00
		77527		TRACEY CRUZ - 2019 MEMBERSHIP DUES & CONFERENCE FEE	101-131-930.600	75.00
						175.00
07/30/2019	AP	77528	MID NORTH PRINTING INC	INV # 87064 PROGRAMS	282-537-930.300	2,913.90
07/30/2019	AP	77529	MIDLAND COUNTY JUVENILE CARE CENTER	18-82-DL PLACEMENT 5/29/19 TO 6/1/19	292-662-930.810	465.00
07/30/2019	AP	77530	MISSAUKEE WILDERNESS YOUTH HOME	17-37-DL PLACEMENT 6/1/19 TO 6/30/19	292-662-930.810	5,700.00
07/30/2019	AP	77531	MISTI LEFLER	JUROR SHOW CAUSE BOND RETURN	701-000-265.000	25.00
07/30/2019	AP	77532	MPELRA	2019-2020 MEMBERSHIP RENEWAL FOR MPERLA	645-270-930.600	50.00
07/30/2019	AP	77533	NATE WRIGHT AUTHORIZED MATCO TOOLS	#8292; #8064 SHOP TOOLS	588-699-726.050	189.15
07/30/2019	AP	77534	NEW CENTURY SIGNS	EMPLOYEE PARKING LOTS SIGNS	637-265-726.050	684.00
07/30/2019	AP	77535	NORTH COUNTRY COMMUNITY MENTAL HEAL	GENERAL FUNDS, INPT AND RESIDENTIAL, 3RD QTR 2019	101-649-940.010	23,500.75
07/30/2019	AP	77536	NORTH POINTE PLUMBING & HEATING	212771	212-430-726.050	210.00
07/30/2019	AP	77537	NORTH STAR GARDENS INC	# 062135 LAWN MAINTENANCE	281-537-726.050	62.87
07/30/2019	AP	77538	NORTHWEST MICHIGAN COMMUNITY HEALTH	202000127 WATER SAMPLE BOTTLES FOR IRONTONE	208-751-920.200	120.00
07/30/2019	AP	77539	ODS THE DOOR SPECIALIST	18352 INSTALL DOOR	209-751-726.050	1,405.47
		77539		18352 INSTALL DOOR	209-901-970.300	229.53
						1,635.00
07/30/2019	AP	77540	OMS COMPLIANCE SERVICES INC	PRE EMPLOYMENT DRUG TEST	101-302-940.010	83.00
		77540		PRE EMPLOYMENT DRUG SCREEN 7-14-2019 INVOICE 95127	645-172-940.010	83.00
						166.00
07/30/2019	AP	77541	OTSEGO COUNTY BUS SYSTEM	JUNE 2019 JUVENILE BUS	292-662-930.500	237.00
07/30/2019	AP	77542	OTSEGO COUNTY JUDICIAL SYSTEM	7/18/19 HRA REIMBURSEMENT CHECK REGISTER	101-131-704.110	3,193.12
		77542		7/18/19 HRA REIMBURSEMENT CHECK REGISTER	101-148-704.110	12.04
		77542		7/18/19 HRA REIMBURSEMENT CHECK REGISTER	215-141-704.110	17.00
		77542		7/18/19 HRA REIMBURSEMENT CHECK REGISTER	292-662-704.110	815.72
						4,037.88
07/30/2019	AP	77543	OTSEGO COUNTY TREASURER	JBOR 2019 PRE ADJ-STILL OWES 2018 TAX 030-036-400-010-05	516-000-026.021	2,475.82

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/30/2019	AP	77544	PAK MAIL CENTERS OF AMERICA	ACCT. 37203 - 87-A DISTRICT COURT FOR J-17-081-NA	101-131-930.450	13.65
07/30/2019	AP	77545	PAULA JEAN ELMORE	15-19-DL RESTITUTION PAYMENT BY JACOB FOX	701-000-271.148	619.00
07/30/2019	AP	77546	PEPPAS, STYLIANOS	JBOR 2019 PRE ADJ 090-025-300-005-04	516-000-026.021	2,544.87
07/30/2019	AP	77547	PINEVIEW HOMES	15-901-DL PLACEMENT 6/1/19 TO 6/17/19	292-662-930.810	3,552.32
07/30/2019	AP	77548	PIW CORPORATION	12728 BUS #11; FUEL TANK REPAIR	588-699-920.400	400.00
07/30/2019	AP	77549	POLHEMUS, KENNETH & MEGAN	JBOR 2019 PRE ADJ 102-510-000-028-00	516-000-026.021	5,079.49
07/30/2019	AP	77550	PREMIER MARKETING INC	GAYLORD-OPOLY	281-537-930.300	295.00
07/30/2019	AP	77551	PROTECTION ONE	7/28/19 TO 8/27/19 ADMIN/PA WING MONITORING	101-131-940.010	91.90
		77551		7/28/19 TO 8/27/19 ADMIN/PA WING MONITORING	101-267-920.410	25.81
		77551		7/28/19 TO 8/27/19 ADMIN/PA WING MONITORING	101-267-930.983	3.83
		77551		7/28/19 TO 8/27/19 FOC WING MONITORING	215-141-940.010	49.01
						171.55
07/30/2019	AP	77552	QUILL CORPORATION	CLEANING SUPPLIES, LASER LABELS	101-131-726.000	217.47
		77552		CLEANING SUPPLIES, LASER LABELS	215-141-726.000	43.92
						261.39
07/30/2019	AP	77553	RAINBOW PLAQUE CO	986882 GREEN TOKENS (468) .21	588-697-940.010	98.28
07/30/2019	AP	77554	REDWOOD TOXICOLOGY LABORATORY INC	JUNE 2019 DRUG COURT DRUG TESTING	101-133-940.010	96.50
		77554		JUNE 2019 JUVENILE DRUG TESTING	292-662-801.030	212.50
						309.00
07/30/2019	AP	77555	RENEE EDWARDS	JUNE 2019 ALTERNATIVE EDUCATION TEACHER	292-662-940.010	1,620.00
07/30/2019	AP	77556	RILING, JOYCE M	JBOR 2019 PRE ADJ 091-410-008-006-00	516-000-026.021	1,156.25
07/30/2019	AP	77557	ROBERT BURKHARDT	1/2 DAY TESTIMONY, 9.1 MILES RE: DERENZY PRELIM 7-11-19	101-267-930.940	8.41
07/30/2019	AP	77558	ROBERT CHARLES HALL	7-18-19 JURY SERVICE	101-145-930.930	19.80
07/30/2019	AP	77559	RONS WRECKER	139375 BUS #8	588-699-940.010	150.00
07/30/2019	AP	77560	SARA SCHMIDT	KLEENEX, MAILING TAPE	101-267-726.000	15.88
07/30/2019	AP	77561	SATELLITE TRACKING OF PEOPLE LLC	JUNE 2019 JUVENILE TETHER	292-662-940.010	61.75
07/30/2019	AP	77562	SAURO, FERNANDO	JBOR 2019 PRE ADJ 103-120-000-029-00	516-000-026.021	470.28
07/30/2019	AP	77563	SCIENTIFIC BRAKE & EQUIPMENT COMPAN	020237627 STOCK	588-699-726.050	65.78

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/30/2019	AP	77564	SIDOCK GROUP INC	PROFESSIONAL SERVICES FOR WINDOW AND ROOF PROJECT	499-901-970.300-COUNTYROOF	673.70
		77564		PROFESSIONAL SERVICES FOR WINDOW AND ROOF PROJECT	499-901-970.300-WINDOWS___	673.70
						1,347.40
07/30/2019	AP	77565	SMOLARZ, MARTIN M.	JBOR 2019 TV ADJ 042-032-400-005-02	516-000-026.021	9.75
07/30/2019	AP	77566	SPECTRUM REACH	INV # 110170378 BILLING 4-29-5-26	282-537-930.300	2,240.00
07/30/2019	AP	77567	STAPLES BUSINESS CREDIT	COPY PAPER	101-131-726.000	332.40
		77567		KEYBOARD, BATTERIES, PENS, CLEANING SUPPLIES	101-131-726.025	35.92
						368.32
07/30/2019	AP	77568	STEVEN PAUL WAY	7-18-19 JURY SERVICE	101-145-930.930	21.00
07/30/2019	AP	77569	SUSAN PHILPOT	18-91-NA PLACEMENT 5/1/19 TO 5/31/19	292-662-930.700	638.29
07/30/2019	AP	77570	TAYLOR MAY	BOND RETURN FROM JUROR SHOW CAUSE	701-000-265.000	25.00
07/30/2019	AP	77571	TELE-RAD	INSTALL RADIO	261-901-970.435	480.00
07/30/2019	AP	77572	TELEPHONE SUPPORT SYSTEMS INC	PHONE SERVICES 6-26-2019 THRU 7-1-2019	249-371-920.410	196.00
		77572		AUDIO CONFERENCE PROGRAM	645-172-940.010	878.40
						1,074.40
07/30/2019	AP	77573	THE HERALD PUBLISHING COMPANY LLC	ACCT. 1000779256 - PUBLICATION OF J-17-081-NA	101-131-930.450	52.20
07/30/2019	AP	77574	THE PROMISE FM	INV # 5821 WONMG MENTIONS	282-537-930.300	1,000.00
07/30/2019	AP	77575	THOMSON WEST	ACCT 1000715267; INV 840536390; 840628637; 840628636	101-267-726.200	471.86
		77575		INV 840524206; ACCT 1000242483; CLEAR CHGS JUN 2019	101-268-726.200	200.97
						672.83
07/30/2019	AP	77576	TIAA COMMERCIAL FINANCE INC	CONTRACT 20365488-1	101-864-726.000	209.43
07/30/2019	AP	77577	TIMOTHY LAFOND	CABIN REFUND	208-440-652.045	265.00
07/30/2019	AP	77578	TOMPSETT, MICHAEL	JBOR 2019 PRE ADJ 045-027-000-080-04	516-000-026.021	1,060.49
07/30/2019	AP	77579	UP RENTAL	10-175-DL RESTITUTION PAYMENT BY KODY PADGETT	701-000-271.148	100.00
07/30/2019	AP	77580	VALERIE SMITH	CAMPING REFUND	208-440-652.030	165.00
07/30/2019	AP	77581	VALLEY TRUCK PARTS	3-1209095 STOCK	588-699-726.050	128.11
07/30/2019	AP	77582	VERIZON WIRELESS	342115252-0001	261-427-930.210	328.27
07/30/2019	AP	77583	VERONICA ANN DYKMAN	7-18-19 JURY SERVICE	101-145-930.930	25.00

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/30/2019	AP	77584	VIENNA AUTO, INC	INV # 67264 RADIATOR FIX RECORE	281-537-726.050	681.12
07/30/2019	AP	77585	WAGAR MOTOR SALES INC	# 11887 TAHOE REPAIR	281-537-920.400	274.57
07/30/2019	AP	77586	WAL-MART STORES ASSET PROTECTION	RESTITUTION FROM BRINKER III, CASE 17-35367 SM	701-000-299.000	236.94
07/30/2019	AP	77587	WASH N GO MANAGEMENT INC	11681 JUNE 2019	212-430-920.410	36.00
07/30/2019	AP	77588	WILBER AUTOMOTIVE SUPPLY INC	MULTIPLE INVOICES	281-537-920.400	277.72
07/30/2019	AP	77589	WILBER AUTOMOTIVE SUPPLY INC	MULTIPLE INVOICES CREW CAR AN SHOP	281-537-920.400	144.45
07/30/2019	AP	77590	WRIGHT, BRIDGET	JBOR 2019 PRE ADJ 091-150-000-002-00, STILL OWES 2018 TAXES	516-000-026.021	1,012.32
07/30/2019	AP	77591	WRIGHT, BRIDGET & JOHN	JBOR 2019 PRE ADJ 091-150-000-003-00	516-000-026.021	3,810.58
07/30/2019	AP	77592	YANKEE AIR MUSEUM	AIRSHOW PERFORMER FEE 2019	282-537-940.010	8,800.00
07/30/2019	AP	77593	ZAREMBA EQUIPMENT INC	S 123111 BUS #8	588-699-726.050	37.06
			TOTAL - ALL FUNDS	TOTAL OF 148 CHECKS		247,681.63

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
CHECK NUMBER 77133

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/02/2019	AP	77133	NORTHWEST MICHIGAN COMMUNITY HEALTH	202000127 WATER SAMPLE BOTTLES FOR IRONTONE	** VOIDED **	
			TOTAL - ALL FUNDS	TOTAL OF 1 CHECKS (1 voided)		0.00

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
CHECK NUMBER 77433

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/23/2019	AP	77433	OTSEGO COUNTY	BDU	** VOIDED **	
			TOTAL - ALL FUNDS	TOTAL OF 1 CHECKS (1 voided)		0.00

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
CHECK NUMBER 77391

Check Date	Bank	Check #	Payee	Description	GL #	Amount
07/23/2019	AP	77391	BRYAN MORGAN	BOND RETURN LESS 10%	** VOIDED **	
			TOTAL - ALL FUNDS	TOTAL OF 1 CHECKS (1 voided)		0.00