



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, August 11, 2020 beginning at 9:30 a.m., at the County Building at 225 W. Main Street, Room 100, Gaylord, Michigan 49735.

Due to the novel Coronavirus pandemic, this meeting will be held remotely for the public in compliance with Governor Whitmer's Executive Order 2020-154 and 2020-160.

To view and/or participate in this meeting:

With computer or smart phone (for video and voice): access through clicking or copy pasting this link into a browser (like Google)

<https://us02web.zoom.us/j/81297889091?pwd=bXNncjZ6ZnBtOVpJcTNvQ3JWVmVSQT09>

Meeting ID: 812 9788 9091

Password: 232882

With a phone (for voice only): dial 1-888-788-0099 or 1-877-853-5247 then wait for instructions and provide the meeting ID and password.

AGENDA

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Consent Agenda

A. Regular Minutes of July 28, 2020, with attachments - Motion to Approve

Special Presentations

A. Royal Crest Motel (former) Site Assessment, Place and Main Advisors, LLC- Joe Borgstrom, Principal

Committee Reports

Administrator's Report

Department Head Reports

A. Suzy Defeyter, Otsego County Clerk

City Liaison, Township & Village Representatives

Correspondence

New Business

A. Financials

1. August 4, 2020 Warrant

2. August 11, 2020 Warrant

B. Other Business

Public Comment

Closed Session

Board Remarks, Announcements, and Informal Discussions

Adjournment

**OTSEGO COUNTY
Board of Commissioners**



EXECUTIVE SUMMARY

AGENDA ITEM: Regular Minutes of July 28, 2020	AGENDA DATE: August 11, 2020
AGENDA PLACEMENT: Consent Agenda, Item A.	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): Rachel Frisch, County Administrator	ATTORNEY REVIEW: 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 28, 2020.

July 28, 2020

The regular meeting of the Otsego County Board of Commissioners was held at the Alpine Center at 800 Livingston Blvd, Multipurpose Room, Gaylord, Michigan 49735. 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 Maureen Derenzy.

Roll Call:

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

Excused: Bruce Brown.

Consent Agenda:

Motion by Commissioner Doug Johnson, seconded by Commissioner Duane Switalski, to approve the Regular minutes of July 14, 2020 with attachments and Special meeting of July 16, 2020. Ayes: Unanimous. Motion carried.

Special Presentations:

Doug Welton from Anderson & Tackman presented the 2019 audit.

Department Head Reports:

Marlene Hopp reported on the Housing department, 5 housing programs offered; reported on the Veterans Affairs, trainings offered online due to COVID-19, Veteran population as of 2019 is 2109; reported on the Remonumentation program, 53 corners selected this year.

Committee Reports:

Public Hearing for proposed Program Year 2019 Funding and Closeout of Program Year 2018 CDBG Grants with the MEDC Strategic Fund Agency: Commissioner Ken Borton opened the public hearing at 10:19 a.m.

Motion by Commissioner Julie Powers, seconded by Commissioner Rob Pallarito, to adopt OCR 20-15 Resolution authorizing MEDC Program Year 2019 CDBG Program Income Funding, in the amount of \$85,595.32, and the accompanying grant application.

Roll Call Vote:

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

Nays: None.

Excused: Bruce Brown. Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Julie Powers, seconded by Commissioner Ken Glasser, to adopt OCR 20-16 The Fair Housing Resolution, and the accompanying Fair Housing Policy.

Roll Call Vote:

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

Nays: None.

Excused: Bruce Brown. Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Julie Powers, seconded by Commissioner Doug Johnson, to approve the Otsego County Citizen Participation Plan. Ayes: Unanimous. Excused: Bruce Brown. Motion carried. (see attached)

Motion by Commissioner Julie Powers, seconded by Commissioner Duane Switalski, to approve the County Administrator as the certifying officer for CDBG Grant Number: PY 2019. Ayes: Unanimous. Excused: Bruce Brown. Motion carried. (see attached)

Commissioner Ken Borton closed the public meeting at 10:25 a.m.

Chairman Ken Borton opened up the meeting for public comment.

Motion by Commissioner Paul Liss, seconded by Commissioner Julie Powers, to enter into a closed session in accordance with 15.268 Section 8(j) of the Open Meetings Act. Ayes: Unanimous. Motion carried.

Entered into closed session at 10:45 a.m.

Returned to open session at 11:29 a.m.

Budget and Finance:

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito, to bid out demolition services for the former Royal Crest Motel property located at 803 South Otsego Avenue, and to approve this to be funded from the Tax Foreclosure Fund in an amount not to exceed \$493,400. Ayes: Julie Powers, Paul Liss, Duane Switalski, Rob Pallarito, Doug Johnson, Ken Borton. Nays: Ken Glasser, Henry Mason. Excused: Bruce Brown. Motion carried.

Motion by Commissioner Ken Glasser, seconded by Commissioner Julie Powers, to approve the budget amendment for \$5,500 in the Courthouse Restoration Fund (fund 497) for protective barriers for COVID mitigation. Ayes: Unanimous. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Paul Liss, to approve the budget amendment for hazard pay. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito, to approve the additional payment of \$300,000 from the MERS line item (704 fund). Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Doug Johnson, to approve OCR 20-17, containing the ballot language for the Library Operating Millage to be placed on the November 2020 ballot to renew the 0.40 mills for a period of 5 years. Motion by Commissioner Duane Switalski, seconded by Commissioner Henry Mason, to amend the ballot language for OCR 20-17 to remove the words "by law, the City of Gaylord Downtown Development Authority (DDA) may capture and retain only that portion of the millage which is collected from the properties located within the defined DDA District Boundaries". Ayes: Duane Switalski, Henry Mason. Nays: Julie Powers, Paul Liss, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton. Amended motion failed.

Roll Call Vote on original motion:

Ayes: Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton.

Nays: Julie Powers.

Excused: Bruce Brown. Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito, to approve the contract for Advanced Correctional Healthcare for a one-year contract at a base cost of \$51,609.75. Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:

Rachel Frisch reported at the Federal level the health act was introduced to help with COVID related reimbursement of 25% for revenues and expenditures; airport funding for hangar project, 95% grant funded, 5% local match; thanked Mel, Denise, Diann and staff for gathering the information needed for the auditor's; thanked Trisha for benefit management; attended a Zoom meeting with MSU Extension regarding livestock emergency trailer; 2 emergency building repairs, hot water tank at the Jail and blocked drains at the Alpine Center from the rain storm causing backups; upgrading the Otsego County website; storm did some damage at the Groen Nature preserve, trees damaged, blocking trails; funding from DNR approved to move forward with trail head project; Health Department gave approval for the Mark Mellon Triathlon race to be held.

City Liaison, Township & Village Representative: Commissioner Julie Powers reported on the City Council meeting, fixing the roads in the City.

Correspondence:

Mel Maier presented the June 2020 Financial reports.

New Business:

Motion by Commissioner Duane Switalski, seconded by Commissioner Henry Mason, to approve the July 21, 2020 Warrant in the amount of \$234,315.25 and 10 void checks. Ayes: Unanimous. Motion carried.

Motion by Commissioner Rob Pallarito, seconded by Commissioner Doug Johnson, to approve the July 28, 2020 Warrant in the amount of \$365,354.23. Ayes: Unanimous. Motion carried.

Board Remarks:

Commissioner Ken Borton addressed Commissioner Henry Mason's comments from the last meeting held, the comments are not his views or the views of this Board.

Commissioner Henry Mason apologized for the comments at the last meeting, they were his own opinion not the Boards opinion.

Commissioner Duane Switalski reported on the Health Department.

Commissioner Julie Powers was very offended and upset with the comments.

Commissioner Rob Pallarito was disappointed with the remarks.

Commissioner Ken Glasser addressed Commissioner Mason's comments; attended Road Commission Meeting; Manuka Lake waters levels; Norm Brecheisen is the new Chairman and Mary Sanders is the new Vice Chairman on the fire department; reported on the Hayes Township meeting, tax payments are coming in.

Commissioner Paul Liss reported the last comments made at the last meeting does not reflect his beliefs or his views.

Commissioner Doug Johnson reported the comments made at the last meeting is not his views.

Meeting adjourned at 12:18 p.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 the Multipurpose Room at the Alpine Center at 800 Livingston Blvd, Gaylord, Michigan on the 28th day of July, 2020 beginning at 9:30 a.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Commissioner: _____.

**RESOLUTION NO. OCR 20-15
AUTHORIZING RESOLUTION
OTSEGO COUNTY BOARD OF COMMISSIONERS
July 28, 2020**

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) 2019 – Community Development Block Grant - Program Income Funding of \$85,595.32, along with 3% leverage from residential home owners of \$2,105.64, 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 2019 in the amount of \$85,595.32. Home owners may apply per Otsego County Housing Committee gross household threshold guidelines at or below 80% area median income (AMI) as listed below, with having a fixed mortgage rate at 0% – 3% interest and monthly payments over a maximum of 25 years;

County/AMI %	Household Size							
Otsego: 2020	1	2	3	4	5	6	7	8
80%	\$35,800	\$40,900	\$46,000	\$51,100	\$55,200	\$59,300	\$63,400	\$67,500

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now, therefore, be it

RESOLVED, that the Otsego County Administrator, Rachel Frisch and/or Chief Elected Chairman, Kenneth Borton on behalf of the Otsego County Board of Commissioners, be the Certifying Officer's 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 28th day of July, 2020, 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: _____, 2020

PROGRAM INCOME CERTIFICATION

Please review the Program Income Policy complete the questions below. For the purposes of this certification all potential CDBG program income generated in the program year should be counted and reported, regardless of the \$35,000 threshold.

Program Income Contact

Unit of General Local Government Name: Otsego County Housing Committee
Primary Program Income Contact for UGLG: Marlene K. Hopp
Contact email: mhopp@otsegocountymi.gov
Contact phone: (989) 731-7575

Program Income Information for Program Year: July 1, 2019 – June 30, 2020 (Fill in Program Year)

Program Income (PI) was received for the program year above: YES NO
Total UGLG for the program year above, was less than \$35,000: YES NO
Amount of PI received for the program year above, was: \$85,595.32

UGLG has received receipts for more than \$35,000 for the above program year and will contact the MEDC in order setup the use of PI. The budget for these funds is as follows:

Budget for Program Income received in excess of \$35,000 in PY	
Emergency Repair Project Costs	\$70,188.17
Administration Costs	\$15,407.15
TOTAL	\$85,595.32

UGLG intends to use PI under \$35,000 for non-CDBG eligible activities or without full CDBG compliance and requests confirmation from the MEDC to proceed.

UGLG intends to return all program income receipts for the program year above.

Certification: I certify that to the best of my knowledge and belief that the report is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

x Marlene K. Hopp
Marlene K. Hopp, Otsego County Housing Director
Name of Signee

Date: 07/02/2020

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



PY 2019 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 2019 program income funding in the amount of \$85,595.32. 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							
	1	2	3	4	5	6	7	8
Otsego: 2020								
20%	\$8,960	\$10,240	\$11,520	\$12,780	\$13,820	\$14,840	\$15,860	\$16,880
30%	\$13,450	\$15,350	\$17,250	\$19,150	\$20,700	\$22,250	\$23,750	\$25,300
40%	\$17,920	\$20,480	\$23,040	\$25,560	\$27,640	\$29,680	\$31,720	\$33,760
50%	\$22,400	\$25,600	\$28,800	\$31,950	\$34,550	\$37,100	\$39,650	\$42,200
60%	\$26,880	\$30,720	\$34,560	\$38,340	\$41,460	\$44,520	\$47,580	\$50,640
70%	\$31,360	\$35,840	\$40,320	\$44,730	\$48,370	\$51,940	\$55,510	\$59,080
80%	\$35,800	\$40,900	\$46,000	\$51,100	\$55,200	\$59,300	\$63,400	\$67,500

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.

2020 CDBG INCOME GUIDELINES

Household Size	0% CDBG PI 50% AMI	1% CDBG PI 60% AMI	2% CDBG PI 70% AMI	3% CDBG PI 80% AMI
1	22,400	26,880	31,360	35,800
2	25,600	30,720	35,840	40,900
3	28,800	34,560	40,320	46,000
4	31,950	38,340	44,730	51,100
5	34,550	41,460	48,370	55,200
6	37,100	44,520	51,940	59,300
7	39,650	47,580	55,510	63,400
8	42,200	50,640	59,080	67,500

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

<u>Activities</u>	<u>Responsible Individuals</u>	<u>Date Begin</u>	<u>Date End</u>
Grant Application	Marlene Hopp	07/01/2020	07/28/2020
Marketing	Marlene Hopp	07/01/2020	06/15/2021
Environmental Review	Marlene Hopp Cynthia Polena Rachel Frisch	08/01/2020	06/30/2021
Fair Housing	Cynthia Polena	07/01/2020	06/30/2021
Process Applications	Cynthia Polena	08/01/2020	05/01/2021
Inspections	Kevan Flory	08/05/2020	06/10/2021
Bid Review/Opening	Committee	08/20/2020	05/20/2021
Mortgage Documents	Cindee Polena	09/30/2020	05/28/2021
Financial Management	Marlene Hopp	07/01/2020	06/30/2021
Grant Management	Marlene Hopp	07/01/2020	06/30/2021

Budget

The planned budget displayed below totaling \$85,595.32 contains 2019 program income CDBG and owner leverage funding with proposing to assist seven (7) 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 \$10,327.68 per project and federal funding constraints, a total of seven (7) 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 2019 MEDC CDBG Program Income County Emergency	Owner Leverage	Total	Project Type
\$70,188.17	\$2,105.64	\$72,293.81	Emergency situations: Water Well, Leaking Roofs, Furnaces, Hot Water Equipment, Plumbing repairs, Electrical or Gas Repairs, Structural Damage, Handicapped Accessibility.
\$2,105.64			Administration Costs
\$85,595.32			Total – 7 proposed projects

Staffing Experience/Capacity

Staffing includes a housing director, Marlene Hopp of 28 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 15 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, experienced inspector construction management, previous inspector for the County Building and Land Use Department and vast continuing education training.

The Director, Clerk, contractual Inspector and Housing Committee have existed since 1992, a total of 28 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 6 years of experience with the UPCS home inspections, homeowners and contractors. Inspector has 32 years of construction experience and 17 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

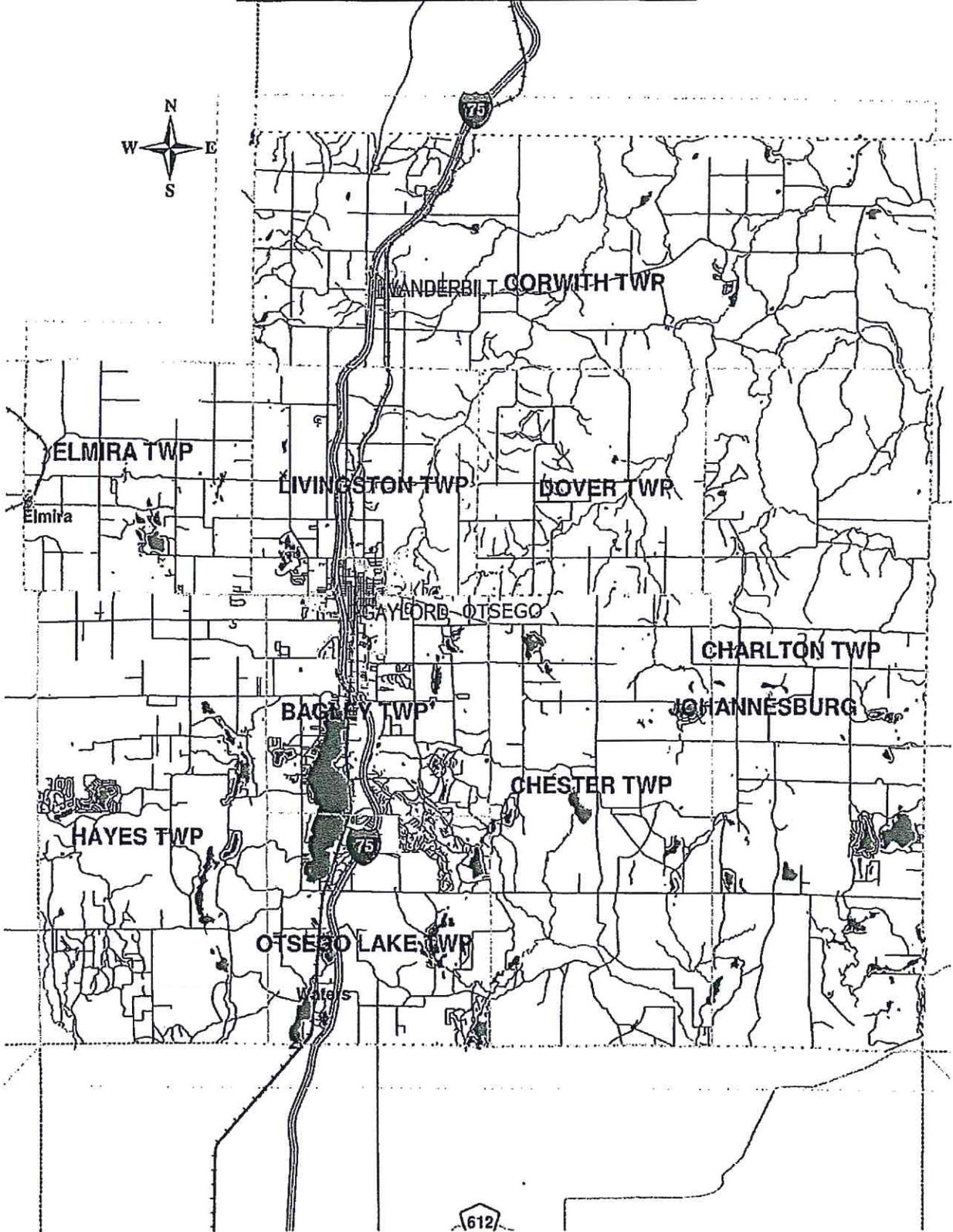
Our agency will continue to comply with all grant administration and audit requirements to assure program rules and regulations are met. Office staff shares responsibilities overview of project files, purchase orders, account balances with the Otsego County Finance Department, and single audit is performed 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: Single county audits are performed annually. Whereas, all federal housing programs that exceed \$35,000 from MEDC funds are subject to monitoring at any fiscal year. Each project is submitted to MEDC, of which comply to program guidelines and environmental requirements.

W. EVERINE

Otsego County, Michigan



Minutes of a regular meeting of the Otsego County Board of Commissioners, held in the Multipurpose Room at the Alpine Center at 800 Livingston Blvd., Gaylord, Michigan on the 28th day of July, 2020 beginning at 9:30 a.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Commissioner: _____.

RESOLUTION NO. OCR 20-16
AUTHORIZING RESOLUTION
OTSEGO COUNTY BOARD OF COMMISSIONERS
July 28, 2020

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 28th, 2020 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 28th day of July, 2020, 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: _____, 2020

OTSEGO COUNTY FAIR HOUSING POLICY

The Otsego County Housing Program (known as *The 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 --

(1) 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

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451 7th Street S.W., Washington, DC 20410
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Equal Housing Opportunity



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 locations of 225 W. Main Street, Gaylord MI 49735 and the Alpine Center located at 800 Livingston Blvd., Gaylord MI 49735 are 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 Committee 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 at 225 West Main Street, room 213, Gaylord MI 49735.

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 at 225 West Main Street, room 203, Gaylord MI 49735. 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 Twenty-Eighth day of July, 2020.

Rachel Frisch, Otsego County Administrator

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: EY2019

Date: 7/28/2020

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 28, 2020

Rachel Frisch
Otsego County Administrator



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Courthouse Restoration

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

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

DESCRIPTION COVID safety equipment - Doors

REVENUE

Account Number	Decrease	Increase
497-030-400.001 Budgeted Use of Fund Balance	\$	\$ 5,500
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$ 5,500

EXPENDITURE

Account Number	Increase	Decrease
497-901-970.300 Property-Improvements	\$ 5,500	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$ 5,500	\$

Department Head Signature _____ Date _____

Administrator's Signature _____ Date _____

Finance Department
Entered:
By:

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



OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: General Fund - Sheriff & Jail, Work Camp

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

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

DESCRIPTION Hazard Pay - COVID 19

REVENUE

Account Number	Decrease	Increase
101-301-501.000 Federal Grants	\$	\$ 10,000
101-306-501.000 Federal Grants	\$	\$ 1,000
101-334-501.000 Federal Grants	\$	\$ 1,000
101-351-501.000 Federal Grants	\$	\$ 10,000
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

Department Head Signature Date

Administrator's Signature Date

Finance Department
Entered:
By:

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

GL Period Details For 704-000-231.700

Fund: 704 PAYROLL IMPREST FUND
 Department: 000 <No Description>
 Account: 231.700 RETIREMENT -MERS
 Category/Type: Liabilities - Liabilities-ST

Period	DR Activity	CR Activity	Net Activity Balance	DR (CR)
01/01/2019	0.00	0.00	0.00	(255,035.94)
01/31/2019	58,994.96	88,784.15	(29,789.19)	(284,825.13)
02/28/2019	77,804.23	84,947.79	(7,143.56)	(291,968.69)
03/31/2019	122,895.32	87,877.47	35,017.85	(256,950.84)
04/30/2019	66,284.29	83,083.96	(16,799.67)	(273,750.51)
05/31/2019	15,815.88	121,814.44	(105,998.56)	(379,749.07)
06/30/2019	97,926.11	83,314.17	14,611.94	(365,137.13)
07/31/2019	66,299.33	82,941.10	(16,641.77)	(381,778.90)
08/31/2019	116,912.23	135,321.19	(18,408.96)	(400,187.86)
09/30/2019	66,283.16	93,893.67	(27,610.51)	(427,798.37)
10/31/2019	69,525.18	125,334.12	(55,808.94)	(483,607.31)
11/30/2019	114,518.81	83,550.78	30,968.03	(452,639.28)
12/31/2019	148,056.93	88,189.86	59,867.07	(392,772.21)
01/01/2020	0.00	0.00	0.00	(392,772.21)
01/31/2020	9,663.14	105,516.93	(95,853.79)	(488,626.00)
02/29/2020	75,188.71	92,091.49	(16,902.78)	(505,528.78)
03/31/2020	122,050.76	86,827.61	35,223.15	(470,305.63)
04/30/2020	15,691.52	126,272.78	(110,581.26)	(580,886.89)
05/31/2020	15,470.28	84,010.19	(68,539.91)	(649,426.80)
06/30/2020	126,206.38	85,643.50	40,562.88	(608,863.92)
07/31/2020	68,845.56	44,714.62	24,130.94	(584,732.98)
08/31/2020	0.00	0.00	0.00	(584,732.98)
09/30/2020	0.00	0.00	0.00	(584,732.98)
10/31/2020	0.00	0.00	0.00	(584,732.98)
11/30/2020	0.00	0.00	0.00	(584,732.98)
12/31/2020	0.00	0.00	0.00	(584,732.98)
01/31/2021	0.00	0.00	0.00	(584,732.98)
02/28/2021	0.00	0.00	0.00	(584,732.98)
03/31/2021	0.00	0.00	0.00	(584,732.98)
04/30/2021	0.00	0.00	0.00	(584,732.98)
05/31/2021	0.00	0.00	0.00	(584,732.98)
06/30/2021	0.00	0.00	0.00	(584,732.98)

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in the Multi-purpose Room at the J. Richard Yuill Alpine Center, Gaylord, Michigan on the 28th day of July, at 9:30 a.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Commissioner _____.

RESOLUTION NO. OCR 20-17

**A RESOLUTION TO APPROVE THE BALLOT LANGUAGE FOR A
MILLAGE PROPOSITION TO PROVIDE FUNDS FOR THE
OPERATION AND MAINTENANCE OF THE OTSEGO COUNTY LIBRARY
AND TO SUBMIT THE PROPOSITION TO THE ELECTORATE
IN THE GENERAL ELECTION ON NOVEMBER 3, 2020**

OTSEGO COUNTY BOARD OF COMMISSIONERS
July 28, 2020

Recitals

WHEREAS, Otsego County currently operates and maintains a county library and employs individuals to carry out the functions of the county library for the benefit of county residents and others visiting the county; and

WHEREAS, the funds to operate and maintain the county library are currently provided by a millage of 0.40 mills previously approved by the county electors; and

WHEREAS, the millage previously approved by the county electors to operate and maintain the county library expires on December 1, 2020; and

WHEREAS, the Otsego County Board of Commissioners desires to again obtain voter approval for the same millage amount (0.40 mills) to provide funds for operating and maintaining the county library; and

WHEREAS, the Otsego County Board of Commissioners finds it appropriate to submit this millage proposition to the county electors at the general election to be held on November 3, 2020; now

THEREFORE BE IT RESOLVED, that the following proposition, the language of which is hereby approved by the Otsego County Board of Commissioners and certified to the Otsego County Clerk, shall be submitted to the electors of Otsego County for a vote at the November 3, 2020 general election.

BALLOT LANGUAGE

OTSEGO COUNTY

This proposal is a renewal of the previously approved millage and will allow the County to continue to levy up to 0.40 mills (\$0.40 per \$1,000.00 of taxable valuation) to provide funds for the operation and maintenance of the Otsego County Library.

Shall the constitutional tax rate limitation on general ad valorem taxes which may be levied by the County of Otsego, State of Michigan, against taxable property in the County be increased by up to 0.40 mills (\$0.40 per \$1,000.00 of taxable valuation) on the taxable value of such property for a period of five (5) years, 2021 through 2025, both inclusive, to provide funds for the continued operation and maintenance of the Otsego County Library, and shall the Otsego County Board of Commissioners be authorized to levy such millage for this purpose? If approved and levied in its entirety, this millage is estimated to provide revenues of approximately \$529,999 in 2021.

By law, the City of Gaylord Downtown Development Authority (DDA) may capture and retain only that portion of the millage which is collected from the properties located within the defined DDA District boundaries.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES: _____

NO: _____

ABSTAIN: _____

THE RESOLUTION WAS DECLARED ADOPTED.

Ken 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 28th day of July, 2020, 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: _____, 2020

**AGREEMENT FOR THE PROVISION OF HEALTH CARE
TO INCARCERATED PATIENTS
OTSEGO COUNTY, MICHIGAN**

This agreement, effective as of the date of the last signature hereto, entered into by and between the County of Otsego, located in the State of Michigan, through the Otsego County Sheriff in their official capacity (hereinafter referred to as "county"), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as "ACH"), an Illinois corporation.

DEFINITIONS

COUNTY PATIENTS – Patients booked into the custody of the county and presently incarcerated in the facility, but not to include non-county patients.

HOLIDAYS – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

NON-COUNTY PATIENTS – Patients who are covered by a government health program for American Indians; work release patients while on work release; patients during transport to/from outside facilities; and patients housed in the facility for other counties, State Department of Corrections, U.S. Immigration and Customs Enforcement (ICE), U.S. Marshals, and/or other federal agencies.

ARTICLE 1:
ACH

- 1.1 **BIOMEDICAL WASTE DISPOSAL.** ACH will pay for biomedical waste disposal services for the medical unit at the facility. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.
- 1.2 **COLLECTION OF DNA/PHYSICAL EVIDENCE AND FORENSIC INFORMATION.** ACH will perform body cavity searches on-site with signed consent from the inmate in accordance with the following guidelines: ACH staff are prohibited from participating in the collection of forensic evidence, except when: (1) complying with state laws that require blood samples from inmates, so long as there is consent of the inmate and ACH staff are not involved in any punitive action taken as a result of an inmate's nonparticipation in the collection process, (2) conducting body cavity searches, and blood or urine testing for alcohol or other drugs when done for medical purposes by a practitioner's order, and/or (3) conducting inmate-specific, court-ordered laboratory tests, examinations, oral swabs, or radiology procedures with consent of the inmate. ACH will not pay for any costs associated with any body cavity search or any other collection of forensic information, including, but not limited to, any associated medical fees, laboratory fees, added personnel costs, and/or court costs.
- 1.2.1 **DNA COLLECTION.** ACH employees may perform DNA collection (such as a buccal swab or smear) for the purpose of parental identification. ACH employees will not perform DNA collection for any other purpose(s) (such as felony arrest databases).
- 1.2.2 **SEXUAL ASSAULT.** In the case of sexual assault, the inmate victim will be sent to the hospital for appropriate collection of evidence which includes chain of custody, counseling, and care. Court-ordered body cavity searches will be referred to the appropriate facility or emergency room.

- 1.3 **CONTINUOUS QUALITY IMPROVEMENT (CQI).** We conduct a comprehensive quality improvement program on-site to evaluate and review the quality, timeliness and appropriateness of the care provided to the incarcerated patients. We call them CQI meetings and conduct them as often as the Sheriff prefers. CQI meetings encourage ongoing data collection of the quantity and types of medical conditions and chronic illnesses we expect to see in correctional facilities. Those meetings also review significant issues and changes and provide feedback to the health care program. CQI reports may include suggestions for corrective, preventative, or remedial actions based on analyzing the reports' data.
- 1.4 **DENTAL CARE.** ACH will provide dental triage screenings. The county will pay for all costs associated with dental care.
- 1.5 **ECTOPARASITES.** For patients presenting with symptoms of ectoparasitic infection (as determined by the ACH prescriber), ACH will provide and pay for medically indicated treatment. For patients without symptoms of ectoparasitic infection, ACH will provide treatment at the county's request, and the county will be responsible for the cost of the treatment. ACH will not be responsible for facility cleaning for ectoparasites.
- 1.6 **ELECTIVE CARE.** Elective care is defined as care which, if not provided, would not, in the opinion of ACH's prescriber, cause the patient's health to deteriorate. ACH will not pay for elective care for patients.
- 1.7 **HEALTH EDUCATION AND EVALUATIONS.** ACH will provide health education materials to the sheriff for patient education. ACH will also provide on-site health evaluations and medical care for incarcerated people. Additionally, ACH will provide basic physical examinations for potential inmate workers to evaluate whether the persons are physically capable of performing assigned work duties.
- 1.8 **LABOR.** Incarcerated patients will not be employed or otherwise utilized by ACH.
- 1.9 **MANAGEMENT SERVICES.** ACH will provide management services to include: a comprehensive strategic plan, peer review, CQI, waste reduction, utilization management, and a risk management program specific to the facility's medical operations.
- 1.10 **MEDICAL CLAIMS RE-PRICING.** ACH will not re-price medical claims.
- 1.11 **MEDICAL SUPPLIES (DISPOSABLE).** ACH will pay for disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit would be alcohol preps, ammonia ampules, bandages, blood sugar strips, cotton-tip applicators, gauze pads, gloves for the medical team, lancets, med cups, medical tape, O2 tubing, peak flow mouth pieces, PPE (personal protective equipment) for the medical team, pregnancy tests, saline, sterile water, syringes, tongue blades, and urine test strips. ACH will have the final say of what is a disposable medical supply.
- 1.12 **MOBILE SERVICES.** Mobile services are defined as laboratory services that are drawn on-site and sent off-site for testing, and any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to X-ray services. The county will pay for all costs associated with mobile services.
- 1.13 **OFF-SITE SERVICES.** Off-site services are defined as medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing, hospital services,

medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, laboratory services that are drawn off-site, and specialty services. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by approval process for outside care, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. The county will pay for any costs associated with off-site services.

- 1.14 OTHER SERVICES AND EXPENSES. ACH may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this agreement.
- 1.15 PRISON RAPE ELIMINATION ACT OF 2003 (PREA). Should the COUNTY choose to comply with PREA, ACH will endeavor to comply with PREA, applicable PREA standards, and the FACILITY's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the FACILITY. ACH acknowledges that, in addition to self-monitoring, the FACILITY may conduct announced or unannounced monitoring to include on-site monitoring.
- 1.16 PHARMACEUTICALS. Pool money will pay for all pharmaceuticals. The county agrees to allow home medications in the facility when they are able to be properly verified. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, corporate approval for expensive medication, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.
 - 1.16.1 The county will receive a monthly report detailing pharmaceuticals used that are charged to the county's applicable pharmacy pool. The report shall identify the pharmaceutical with details on quantity and cost. Each monthly report will be received by the county with the monthly onsite invoice for the previous month's pharmacy bill. The detail of what has been put into the pool will be reconciled monthly, along with a detailed report of what has been applied to the pool.
- 1.17 POOL. The county will have a pool of \$6,125 to be used every 12 months (hereinafter referred to as the "pool"). The pool money will be spent as indicated in this agreement. Certain non-county patient costs (including but not limited to dental care, mobile services, off-sites services, and specified medications) may not be paid for with pool money.
 - 1.17.1 The date of service for outpatient care, or date of admission for hospitalization, or date of the prescription, will be used to determine the calendar month in which the expenses are to be applied toward the pool. Any costs exceeding the pool will be paid by the county at the time the costs exceed the pool, or monthly, as needed.
 - 1.17.2 All monies remaining in the pool after receipt of invoices will be returned to the county within 90 days after the 12-month term. Invoices received more than 90 days after the close of the 12-month term will be forwarded to the county for payment.
 - 1.17.3 In the event this agreement is terminated prior to the 12-month term in which the pool applies, any remaining pool monies will be prorated for the portion of the 12-month term elapsed. Costs exceeding the prorated amount will be paid by the county.
- 1.18 STAFFING.

- 1.18.1 MEAL BREAKS. It is understood and agreed that during unpaid meal break(s), ACH employees are (1) allowed to leave their duty post and (2) completely relieved from all duties. If the facility requires the ACH employee to be "on call" during meal break(s) so that they may respond to an emergency, then the ACH employee is considered to be "on duty" and the meal break(s) will be paid for by the county.
- 1.18.2 MEDICAL PRESCRIBER. A prescriber will visit the facility one time every other week (or as otherwise agreed by the county and ACH) and will stay until their work is completed. A prescriber will be available by telephone to the facility and medical staff on an on-call basis, 7 days per week, 24 hours per day. For scheduled visits that fall on holidays, coverage will be provided by telephone only.
- 1.18.3 NURSING. ACH will provide on-site LPN nursing coverage for 10 hours per week on a schedule approved by the county. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular employee). For hours of absence due to holidays, paid time off, or sick time, the hours will not be replaced or credited. For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the county or designee will negotiate a mutually agreeable remedy.
- 1.19 TUBERCULOSIS (TB) TESTING.
 - 1.19.1 OFFICERS. ACH will perform TB skin tests as directed by the county. The county will pay for the TB serum and related supplies. Upon the county's request, ACH will secure the serum and related supplies through the correctional pharmacy, then bill the county for those costs, and the county agrees to pay.
 - 1.19.2 PATIENTS. ACH will provide TB skin tests as directed by the county. ACH will pay for the TB serum and related supplies.

ARTICLE 2:
THE COUNTY

- 2.1 AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs). The duty to purchase, provide, inspect, and maintain the facility's AEDs is, and always will be, vested in the county. This agreement does not result in the assumption of those duties by ACH or its people. While ACH and its people may assist the county, ultimately the county specifically retains the duties and obligations with respect to AEDs. ACH and its people will assume no responsibility for and will not be liable for the facility's lack of AED(s) and/or defective and/or non-working AEDs in the facility.
- 2.2 CO-PAY. The county agrees to the use of a co-pay system, as permitted by law, for patient medical requests. The county will be responsible for determining the legality and structure of the co-pay system.
- 2.3 COUNTY'S ILLNESS REPORTS, POLICIES, PROCEDURES. All illness reports, policies, and procedures will at all times remain the property of the county and will remain at the facility. ACH may make recommendations to the county's health care policies, procedures, and illness reports. Those recommendations are made for the county's consideration. ACH operates within the county's policies, procedures, and illness reports. It is the policy of ACH to provide our health care professionals the freedom to provide care without limitation by prescription formulary, approval process for outside care, etc. The materials in this section are for general information purposes only.

That information should be treated as guidelines, not rules. The information is not intended to establish a standard of medical care and is not a substitute for common sense. The information is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.

- 2.4 CPR CARDS. ACH will not pay for CPR cards for county employees.
- 2.5 DECLINING APPLICANTS FROM ACH SO THE COUNTY MAY EMPLOY THEM DIRECTLY. ACH makes a significant investment in the recruiting of new applicants and acknowledges the county has final approval of who may enter the facility. As a result, ACH does not expect the county to deny approval of an applicant presented to them in order for the county to employ that person directly. If, during the term of this agreement or within 1 year after this agreement's termination, the county should hire an applicant who was presented to them by ACH and denied approval by the county, the county agrees to pay ACH 30% of the applicant's first year's salary/compensation as a recruiting fee for each applicant.
- 2.6 DUTY TO PROTECT PATIENTS. The non-delegable duty to protect patients is, and always will be, vested in the county. This agreement does not result in the assumption of a non-delegable duty by ACH. As such, the county specifically retains the duty and obligation for security of the patients. This duty extends to the control of patient movement. ACH and its personnel will assume no responsibility for the movement of patients and assume no responsibility for patient protection at any time.
- 2.7 ELECTRONIC COMMUNICATIONS. The county agrees to provide to ACH copies of any electronic communications between ACH and ACH's employees and independent contractors in the county's possession (including stored on the county's email servers) as requested by ACH. The county agrees to treat electronic communications between ACH and its employees and independent contractors as confidential and agrees not to share those communications with any third party unless required by law.
- 2.8 EMPLOYEE RAIDING (ANTI-POACHING / NON-SOLICITATION AGREEMENT). ACH makes a significant investment in the training and professional development of our employees and independent contractors. As a result, ACH does not expect the county to offer employment to or otherwise "poach" or solicit ACH employees or independent contractors and the county is specifically prohibited from doing the same. If the county should hire any ACH employee or independent contractor during this agreement's term or within 1 year after this agreement's termination, the county agrees to pay ACH a professional replacement fee of \$10,000 or 10% of this contract price, whichever is greater, for each employee or independent contractor, with the following exception: this does not apply to any person who was employed by the county prior to this agreement. It is expressly agreed by ACH and the county that the payment under this provision does not constitute a penalty and that the parties, having negotiated in good faith and having agreed that the payment is a reasonable estimate of damages in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such payment.
- 2.9 MEDICAL AND MENTAL HEALTH RECORDS. Patient medical and mental health records will always be the property of the county and will remain in the facility. The county agrees to provide copies of those records to ACH when requested.

- 2.10 **MEDICAL EQUIPMENT (DURABLE).** Medical equipment remains the responsibility of the county. At the county's request, ACH may assist the county in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in a medical unit would be: exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, refrigerator (small), and scales. Upon termination of this agreement, the medical equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.11 **NON-MEDICAL CARE OF PATIENTS.** The county will provide and pay for non-medical needs of the patients while in the facility, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.
- 2.12 **NURSING LICENSURE.** ACH's preference is to run a health care program using RNs. Ultimately, the level of nursing licensure ACH provides at the facility is the county's decision (RN vs. LPN).
- 2.13 **OFFICE EQUIPMENT (DURABLE).** The county will provide use of county-owned office equipment and utilities in place at the facility's health care unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. Upon termination of this agreement, the office equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.14 **OFFICE SUPPLIES (DISPOSABLE).** The county will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of patient health care services.
- 2.15 **OFFICER TRAINING.** The duty to train the officer(s) is and always remains vested in the county. Upon request of the county, ACH may assist in training for officer(s) on certain topics as determined by the county. The county is solely responsible for overall operation of the facility, including medical care. The county maintains ultimate responsibility for training and supervising its correctional officers, including but not limited to emergency procedures, ensuring sick calls are passed along to the medical team, and properly distributing medications (where appropriate).
- 2.16 **PREVENTATIVE SERVICES.** If the county requests preventative services (such as flu shots, COVID-19 vaccinations, etc.) for incarcerated patients or county employees, the county will pay for it. ACH may provide, but will not pay for, preventative services. Upon the county's request, ACH will secure the vaccination (for example) and related supplies (if applicable) through the correctional pharmacy or health department, then bill the county for any costs, and the county agrees to pay.
- 2.17 **SECURITY.** The county will maintain responsibility for the physical security of the facility and the continuing security of the patients. The county understands that adequate security services are necessary for the safety of the agents, employees, and subcontractors of ACH, as well as for the security of patients and officer(s), consistent with the correctional setting. The county will provide security sufficient to enable ACH and its personnel to safely provide the health care services described in this agreement. The county will screen ACH's proposed staff to ensure that they will not constitute a security risk. The county will have final approval of ACH's employees and independent contractors regarding security/background clearance.

- 2.18 STAFFING. The county agrees that mental health services at the facility will be provided by the county and ACH has no responsibility under this agreement to provide mental health services at the facility. The parties further agree that the mental health team provided by the county will work cooperatively with ACH employees and subcontractors to effectively carry out the terms and conditions of this agreement. ACH will not be responsible for the training of the mental health team.

ARTICLE 3:
COMPENSATION/ADJUSTMENTS

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The county agrees to pay \$51,609.75 per year to ACH under this agreement. To do so, the county agrees to make monthly payments of \$4,300.81 to ACH during the term of this agreement. ACH will bill the county approximately 30 days prior to the month in which services are to be rendered. The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.
- 3.1.1 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary of the commencement of services under this agreement, the annualized amount of increase for compensation will be the 12-Month Consumer Price Index (CPI) for hospital and related services – medical care or zero percent (0%), whichever is higher. The CPI will be calculated from the most recent CPI data as published by the Bureau of Labor Statistics.
- 3.2 FUNDING THE FACILITY'S HEALTH CARE PROGRAM. It is ultimately the responsibility of the county to appropriately fund the facility's health care program. As a result, ACH's health care program at the facility (staffing, etc.) is customized and approved by the county.
- 3.3 QUARTERLY ADJUSTMENTS.
- 3.3.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the facility census records. For billing purposes, the county patient ADP will be 35 and the non-county patient ADP will be 0. Patients who are not presently incarcerated in the facility (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the county. The ADPs reported to ACH should only include those patients presently incarcerated in the facility.
- 3.3.2 PER DIEM.
- 3.3.2.1 COUNTY PATIENTS. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of county patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.36 per patient per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.36 x 91)
- 3.3.2.2 NON-COUNTY PATIENTS. A separate per diem rate of \$0.36 per patient per day will be assessed for each non-county patient housed in the facility in excess of the contracted non-county patient ADP.

3.3.3 **ARREARS.** Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after reconciliation between ACH and the county. Payment of the adjusted amount will be due upon receipt of said invoice.

ARTICLE 4:
TERM AND TERMINATION

- 4.1 TERM. The term of this agreement will begin on June 1, 2020 at 12:01 A.M. and will continue in full force and effect until May 31, 2021 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement. This agreement will automatically renew for successive 1-year periods unless either party gives 30 days' written notice prior to the end of a term.
- 4.2 TERMINATION.
- 4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this agreement will be subject to annual appropriations by the county. If funds are not appropriated for this agreement, then upon exhaustion of such funding, the county will be entitled to immediately terminate this agreement. Recognizing that such termination may entail substantial costs for ACH, the county will act in good faith and make every effort to give ACH reasonable advance notice of any potential problem with funding or appropriations. The county agrees to pay for services rendered up to the point of termination.
- 4.2.2 30-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this agreement, the county or ACH may, without prejudice to any other rights they may have, terminate this agreement by giving 30 days' advance written notice to the other party. If the county gives ACH less than 30 days' advance written notice, the county agrees to pay to ACH 1-month's contract price as an early termination fee.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

- 5.1 ADVICE OF COUNSEL. Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this agreement, (b) is freely entering into this agreement of his/her or its own volition, and (c) understands and agrees that this agreement will be construed as if drafted by both parties and not by one party solely.
- 5.2 ASSIGNMENT. ACH may not assign this agreement or any rights hereunder in whole or in part. Subject to the foregoing, this agreement will inure to the benefit of and be binding upon each of the heirs, permitted assigns, and successors of the respective parties. Any assignment in violation of this section will be null and void.
- 5.3 ATTORNEY FEES AND COSTS. In the event a lawsuit, arbitration, or mediation is initiated by either party, the party against whom a judgment or award is entered will also be liable for costs of suit and reasonable attorneys' fees as set by the court or arbitrator.
- 5.4 AUTHORITY. The persons signing below represent that they have the right and authority to execute this agreement for their respective entities and no further approvals are necessary to create a binding agreement.
- 5.5 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. The county and ACH agree that no party will require performance of any ACH or county employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. If the county elects not to follow any federal, state, or local law, the parties agree the county will be responsible for all costs associated with noncompliance. The county will be responsible for any

additional services required at the facility as the result of governmental (including, but not limited to, the Department of Justice, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should new legislation require substantial new medical treatment, the county will pay for it, unless specifically agreed upon in writing between ACH and the county.

- 5.6 COUNTERPARTS; HEADINGS. This agreement may be executed in counterparts, each of which will be an original and all of which will constitute one agreement. The headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this agreement. The term "patient" includes incarcerated detainees and inmates.
- 5.7 ENTIRE AGREEMENT; AMENDMENT. This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.
- 5.8 EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of ACH to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, or genetics. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.
- 5.9 EXCUSED PERFORMANCE. In case performance of any terms or parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, pandemics, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.10 FILMING. ACH does not consent to the filming of its employees for any commercial purpose including, but not limited to, documentaries, docuseries (including, but not limited to, "60 Days In"), etcetera. If the facility and/or county decide to engage in such a project, they agree to notify ACH's legal department at least 90 days prior to filming, at 309-692-8100; facsimile: 309-214-9977; or email: Contracts@advancedch.com. ACH reserves the right to terminate the agreement prior to the beginning of the filming of such a project. ACH will have no obligation under this agreement to maintain insurance coverage against any loss or damage caused or necessitated by the filming of such a project. The county agrees to hold harmless and indemnify ACH and its employees against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the filming of such a project.
- 5.11 FURTHER ACTS. The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.
- 5.12 GOVERNING LAW. This agreement will be governed by the laws of the State of Michigan (without reference to conflicts of laws principles).

- 5.13 INDEPENDENT CONTRACTORS. ACH may engage certain health care professionals as independent contractors rather than employees. The county understands and acknowledges that some physicians, advanced practice providers, nurses, mental health workers, consultants, specialists, and other allied health professionals practicing with ACH (“health care team members”) are not employees or associates of ACH; and that ACH is not responsible for their opinions, decisions or medical procedures performed.
- 5.14 INSURANCE.
- 5.14.1 ACH or its subsidiary(s) will maintain professional liability insurance, including civil rights liability, with minimum limits of \$1,000,000 each occurrence, \$3,000,000 annual aggregate.
- 5.14.2 ACH or its subsidiary(s) will maintain workers’ compensation and employer’s liability insurance covering its employees while on the facility’s premises that complies with the statutory minimum requirements in the applicable state(s).
- 5.14.3 ADDITIONAL INSUREDS. ACH or its subsidiary(s) will cover the county as an additional insured for the sole negligence of ACH or its subsidiary(s) (as appropriate) under the professional liability portion of insurance.
- 5.15 NO GRANT OF RIGHTS. Each of the parties understands and agrees that no grant or license of a party’s rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.16 NO RELATIONSHIP OR AUTHORITY. The parties agree that ACH will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this agreement will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the county and ACH. ACH does not have the power or authority to bind the county or to assume or create any obligation or responsibility on the county’s behalf or in the county’s name, except as otherwise explicitly detailed in this agreement, and ACH will not represent to any person or entity that ACH has such power or authority. ACH will not act as an agent nor will ACH be deemed to be an employee of the county for the purposes of any employee benefit program.
- 5.17 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time and will be deemed to have been given when sent. To the county: Otsego County Jail, 124 S. Court Ave., Gaylord, MI 49735; facsimile: 989-731-7299; email: sheriff69@otsegocountymi.gov; usheriff69@otsegocountymi.gov; bwebber@otsegocountymi.gov. To ACH: Advanced Correctional Healthcare, Inc., Attn: Associate General Counsel, 3922 West Baring Trace, Peoria, IL 61615; facsimile: 309.214.9977; email: Contracts@advancedch.com.
- 5.18 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is not bound by or aware of any other existing contracts to which the county is a party and which relate to the provision of health care to patients at the facility. The parties agree that they have not entered into this agreement for the benefit of any third person(s) and it is their express intention that this agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.

- 5.19 SEVERABILITY. If any provision of this agreement, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.20 SUBCONTRACTING. ACH may subcontract services including, but not limited to, biomedical waste disposal, electronic medical records, mobile services, pharmaceutical services, staffing, and training.
- 5.21 TRAINING MATERIAL. Information in any training material should be treated as guidelines, not rules. The information presented is not intended to establish a standard of medical care and is not a substitute for common sense. The information presented is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis.
- 5.22 USE BY OTHER PUBLIC AGENCIES (PIGGYBACK). ACH agrees to allow the county to authorize other public agencies in the county to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this agreement, and to make payments directly to ACH during the period of time that this agreement is in effect.
- 5.23 WAIVER. Any waiver of the provisions of this agreement or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this agreement or prejudice such party's right to take subsequent action.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Jessica Young, President

Date

COUNTY OF OTSEGO, MICHIGAN

Matthew Nowicki, Sheriff

Date

Please complete and return via email to Contracts@advancedch.com.

If this contract is not returned to ACH by 8/10/20, the price may be subject to increase.



August 11, 2020 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.



Special Presentation
August 11,2020
Royal Crest Motel (former)
Site Assessment,
Place and Main Advisors, LLC
Joe Borgstrom, Principal



REAL ESTATE SITE ASSESSMENT

Royal Crest Motel (former)
803 S Otsego Ave
Gaylord, MI 49735

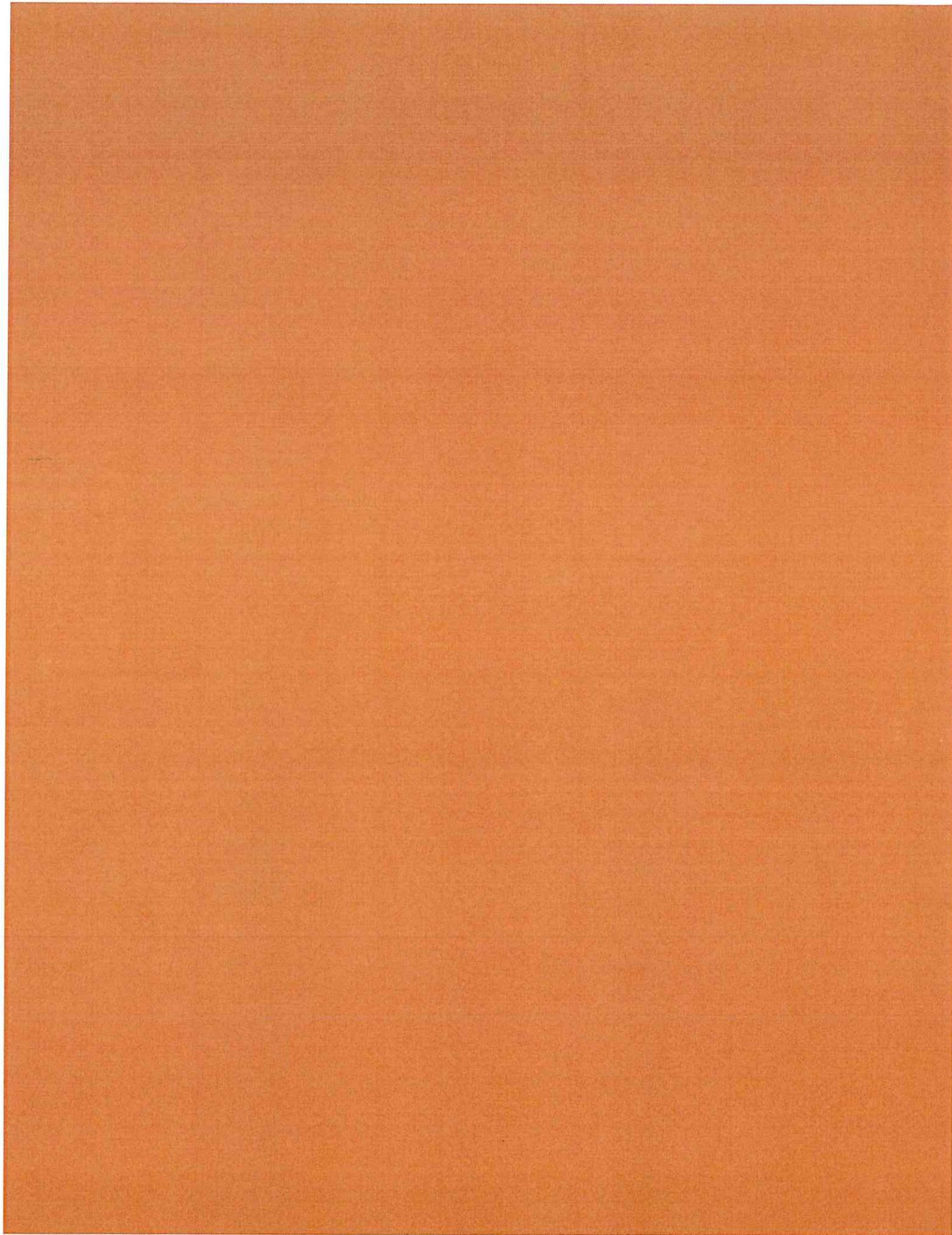


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BACKGROUND



SITE HISTORY

In June of 2018, the Otsego Board of Commissioners purchased the former Royal Crest Motel, located at 803 S Otsego Ave, also known as the I-75 Business Loop, through tax foreclosure. The property, approximately 2.04 acres in size with a full-scale motel, had become delinquent on taxes with no immediate hope of payment or sale of the site to another operator. Furthermore, the property had fallen into a state of disrepair making its reopening even more unlikely.

With the purchase of this property, the County decided to take charge of the redevelopment process. Rather than make decisions about the future of this property in a vacuum, the Board elected to engage with the economic development firm Place + Main Advisors, LLC to conduct an assessment of the site to determine possible market-based options for the site. This report contains the full evaluation of the property with the following factors in mind:

- Current + Projected Retail Gap Analysis
- Maximum Potential Supportable Square Footage (Retail)
- Market Segmentation
- Competing Commercial Areas
- Traffic Count
- Zoning + Surrounding Land Use
- Recent Market Analyses
- Current Construction Costs
- Current Lease Rates

These factors are consistent with private sector analyses and use many of the same data sources.

Furthermore, this report's final recommendations also consider public sector considerations such as potential for future taxable revenue and the potential need for incentives.

This report also includes an appendix which includes all demographic, retail, and other data used in the creation of this document.

For more information on this site interested parties can contact:

Christopher Churches
Director of Planning & Zoning, Capital Projects & Grants
Otsego County
cchurches@otsegocountymi.gov
Administration Office: 989-731-7515
Land Use Office: 989-731-7408

RETAIL GAP ANALYSIS + PROJECTED GROWTH

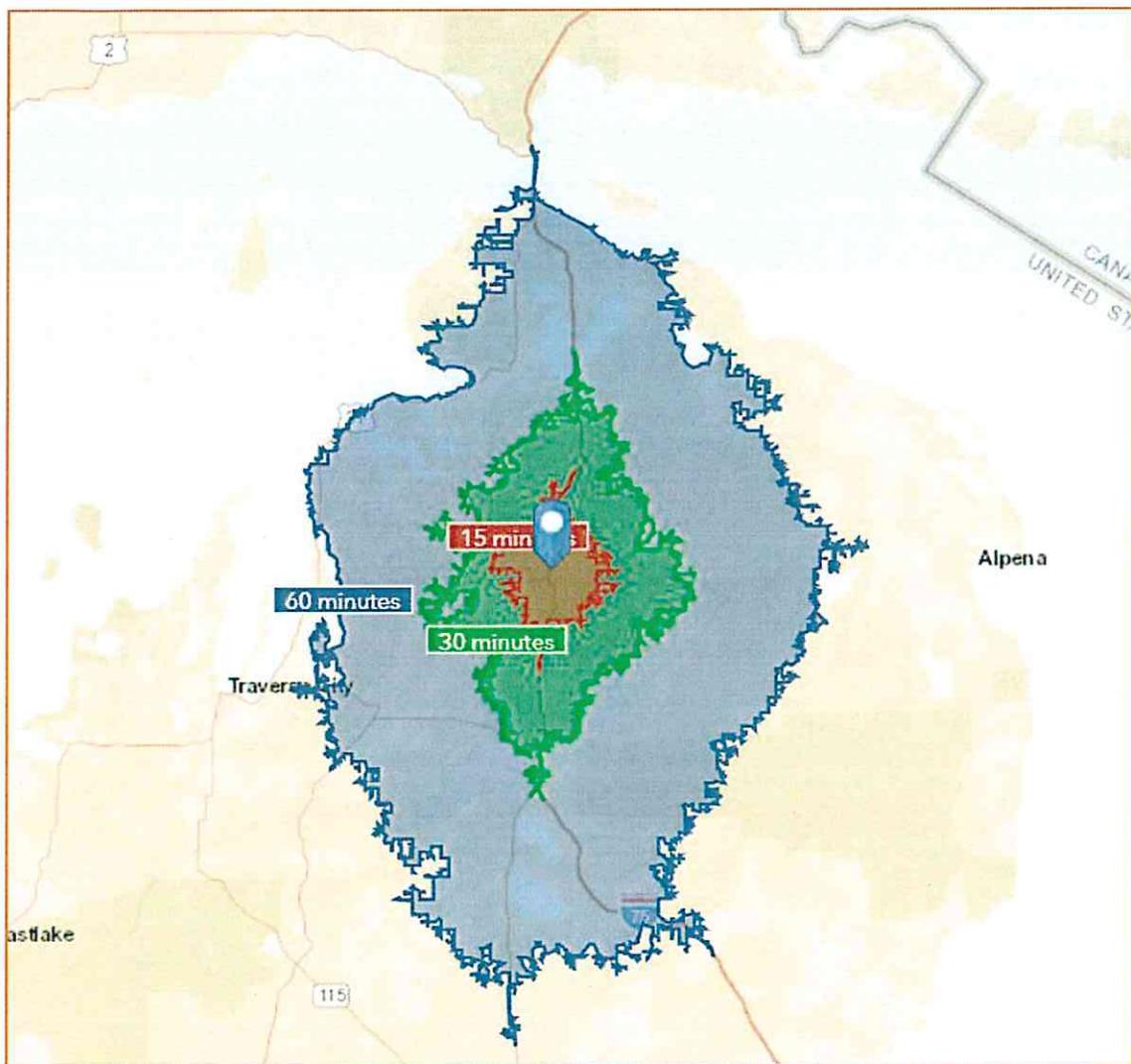
When an area's demand for retail goods and services does not match the supply, it creates what is called a Retail Gap. If there is more supply than demand in a geographic area, then one of two things (or a combination of the two) are occurring:

- 1) There may be a strong enough draw from a specific retailer/service provider or group of them that brings in additional from customers from outside the defined area and/or
- 2) there is an over-supply of a business type.

Conversely, if there is more demand for a good or service than what exists in the area's supply, a gap (or leakage) is created. This leakage is money that leaves the area to spend in another area because the particular good or service is not available within the defined area. This leakage is the best potential source for the types of additional businesses the area may need. *The presence of a gap is not a guarantee of success for prospective businesses.*

Additionally, retail markets rarely stay the same over time. Some areas grow while others shrink. As a community seeks to help existing businesses expand and attract new, having an understanding of which areas are growing or shrinking is important to know.

The retail information herein is drawn from multiple sources, including Claritas and ESRI, with further extrapolation and interpretation by Place + Main Advisors, LLC.



The map above is an approximation of estimated 15-, 30-, and 60-Minute drive times from the site.

Trade Areas + Drive Times

To properly evaluate the retail market in the area, we need to determine what a reasonable trade area is. Through our research, it was determined the appropriate trade areas would follow "drive times," or the estimated amount of time it would take to drive to the site from various places.

Primary- (15-Minute Drive Time) These are the demographics of people who either do or could interact with the site on a daily basis. They live and work near by.

Secondary- (30-Minute Drive Time) These are people who live within what would be considered a reasonable drive for the area for shopping/dining. They likely commute >30 mins or more to work. Their trips to the site may not be daily, but could be 1-3 times a week.

Tertiary- (60-Minute Drive Time) The Gaylord area has a higher than average tertiary drive time due to the rural nature of northern Michigan. These are people who might visit the area one a week but also may shop/dine in Traverse City, Alpena, Grayling, or even Clare. This is the largest area, but also the most competition.

RETAIL GAP + PROJECTED GROWTH

Below are charts outlining the existing supply and demand (2019) and the resulting gap as well as the projected demand and gap (2024), assuming supply does not change. Numbers in parentheses denote a negative gap.

15-Min Drive Time	2019 Demand	2019 Supply	Existing Gap	2024 Demand	2019-24 Growth	Projected Gap
Total retail trade including food and drink (NAICS 44, 45 and 722)	\$300,916,473	\$639,453,390	(\$338,536,917)	\$330,670,517	\$29,754,044	(\$308,782,873)
Total retail trade (NAICS 44 and 45)	\$272,724,876	\$588,182,919	(\$315,458,042)	\$299,333,507	\$26,608,631	(\$288,849,412)
Total food services and drinking places (NAICS 722)	\$28,191,597	\$51,270,471	(\$23,078,875)	\$31,337,010	\$3,145,413	(\$19,933,461)

30-Min Drive Time	2019 Demand	2019 Supply	Existing Gap	2024 Demand	2019-24 Growth	Projected Gap
Total retail trade including food and drink (NAICS 44, 45 and 722)	\$637,305,893	\$880,869,263	(\$243,563,370)	\$699,307,885	\$62,001,992	(\$181,561,378)
Total retail trade (NAICS 44 and 45)	\$578,466,246	\$804,816,685	(\$226,350,439)	\$633,963,152	\$55,496,906	(\$170,853,533)
Total food services and drinking places (NAICS 722)	\$58,839,647	\$76,052,578	(\$17,212,931)	\$65,344,733	\$6,505,086	(\$10,707,845)

60-Min Drive Time	2019 Demand	2019 Supply	Existing Gap	2024 Demand	2019-24 Growth	Projected Gap
Total retail trade including food and drink (NAICS 44, 45 and 722)	\$3,060,586,603	\$3,065,972,579	(\$5,385,976)	\$3,351,612,540	\$291,025,937	\$285,639,961
Total retail trade (NAICS 44 and 45)	\$2,777,041,301	\$2,758,172,109	\$18,869,192	\$3,037,318,563	\$260,277,261	\$279,146,454
Total food services and drinking places (NAICS 722)	\$283,545,302	\$307,800,470	(\$24,255,168)	\$314,293,977	\$30,748,676	\$6,493,507

MAXIMUM SUPPORTABLE SQUARE FOOTAGE

Based on the gap analysis performed, over 60 retail and food and drink sectors were analyzed. This analysis included measuring the gap compared to national sales per square foot averages for each sector. This resulted in the data below outlining which sectors, by drive time, have the greatest potential for success and the maximum amount of commercial square feet each could potentially support.

15-Minute Drive Time

CATEGORY	2019 DEMAND (\$)	2019 SUPPLY (\$)	2019 GAP	2024 DEMAND (\$)	PROJECTED GAP	PROJECTED MAX. SQ FOOTAGE
Tire dealers (NAICS 44132)	\$2,892,723	\$48,263	\$2,844,460	\$3,055,424	\$162,701	12,077
Furniture stores (NAICS 4421)	\$2,424,182	\$0	\$2,424,182	\$2,681,796	\$2,681,796	8,252
Electronics stores (NAICS 443142)	\$3,691,905	\$1,902,261	\$1,789,644	\$3,974,988	\$2,072,727	4,224
Supermarkets and other grocery (except convenience) stores (NAICS 44511)	\$30,817,818	\$28,657,512	\$2,160,306	\$34,141,970	\$5,484,458	68,284
Food service contractors (NAICS 72231)	\$1,980,960	\$202	\$1,980,758	\$2,200,940	\$2,200,738	11,005

Source: Claritas, Place + Main Advisors, LLC

MAXIMUM SUPPORTABLE SQUARE FOOTAGE (CONT.)

30-Minute Drive Time

CATEGORY	2019 DEMAND (\$)	2019 SUPPLY (\$)	2019 GAP	2024 DEMAND (\$)	PROJECTED GAP	PROJECTED MAX. SQ FOOTAGE
Tire dealers (NAICS 44132)	\$6,213,470	\$1,540,373	\$4,673,097	\$6,542,719	\$5,002,346	25,861
Furniture stores (NAICS 4421)	\$4,994,327	\$12	\$4,994,314	\$5,530,250	\$5,530,238	17,016
Home furnishings stores (NAICS 4422)	\$5,993,625	\$3,503,874	\$2,489,751	\$6,596,413	\$3,092,539	20,297
Hardware stores (NAICS 44413)	\$3,061,322	\$1,982,955	\$1,078,367	\$3,360,310	\$1,377,355	24,350
Supermarkets and other grocery (except convenience) stores (NAICS 44511)	\$66,043,546	\$47,155,027	\$18,888,519	\$72,868,053	\$25,713,026	145,736
Pharmacies and drug stores (NAICS 44611)	\$31,539,865	\$21,470,139	\$10,069,726	\$34,832,590	\$13,362,451	56,091
Family clothing stores (NAICS 44814)	\$9,205,491	\$6,783,387	\$2,422,104	\$9,385,461	\$2,602,074	40,806
Shoe stores (NAICS 4482)	\$3,309,448	\$1,915,843	\$1,393,605	\$3,614,412	\$1,698,569	12,048
Department stores (NAICS 4522)	\$14,242,335	\$6,280,820	\$7,961,515	\$15,239,703	\$8,958,883	138,543
Pet and pet supplies stores (NAICS 45391)	\$4,570,678	\$602,468	\$3,968,210	\$5,576,418	\$4,973,950	17,988
Coffee shops (NAICS 7225155)	\$1,587,463	\$231,656	\$1,355,806	\$1,761,371	\$1,529,715	4,403

Source: Claritas, Place + Main Advisors, LLC

MAXIMUM SUPPORTABLE SQUARE FOOTAGE (CONT.)

60-Minute Drive Time

CATEGORY	2019 DEMAND (\$)	2019 SUPPLY (\$)	2019 GAP	2024 DEMAND (\$)	PROJECTED GAP	PROJECTED MAX. SQ FOOTAGE
Home furnishings stores (NAICS 4422)	\$29,935,892	\$26,765,473	\$3,170,420	\$33,103,352	\$6,337,879	30,037
Electronics stores (NAICS 443142)	\$37,599,499	\$8,957,466	\$28,642,033	\$40,478,582	\$31,521,116	33,497
Supermarkets and other grocery (except convenience) stores (NAICS 44511)	\$319,251,492	\$283,122,861	\$36,128,631	\$350,197,903	\$67,075,042	134,150
Beer, wine, and liquor stores (NAICS 4453)	\$23,371,397	\$12,317,859	\$11,053,538	\$25,677,294	\$13,359,435	12,145
Pharmacies and drug stores (NAICS 44611)	\$155,253,317	\$127,101,931	\$28,151,385	\$170,844,252	\$43,742,321	70,552
Cosmetics, beauty supplies, and perfume stores (NAICS 44612)	\$11,734,016	\$3,879,136	\$7,854,880	\$12,929,308	\$9,050,172	14,597
Optical goods stores (NAICS 44613)	\$8,893,266	\$1,491,079	\$7,402,187	\$9,781,792	\$8,290,713	13,372
Other health and personal care stores (NAICS 44619)	\$12,997,225	\$6,672,213	\$6,325,012	\$14,317,581	\$7,645,368	12,331
Family clothing stores (NAICS 44814)	\$44,080,337	\$21,479,133	\$22,601,204	\$44,846,527	\$23,367,394	101,597
Shoe stores (NAICS 4482)	\$15,451,838	\$7,047,202	\$8,404,636	\$16,832,797	\$9,785,595	32,619
Department stores (NAICS 4522)	\$68,607,244	\$25,125,334	\$43,481,910	\$73,250,828	\$48,125,494	437,504
Pet and pet supplies stores (NAICS 45391)	\$21,349,079	\$2,115,182	\$19,233,897	\$25,893,179	\$23,777,997	76,703
Limited-service restaurants (NAICS 722513)	\$102,932,443	\$95,130,513	\$7,801,930	\$113,999,354	\$18,868,841	94,344

Source: Claritas, Place + Main Advisors, LLC

MARKET SEGMENTATION

As important as knowing what an area’s retail gap is, understanding it’s market segmentation is equally valuable. Market segmentation is the process of dividing a market of potential customers into groups, or segments, based on different characteristics. The segments created are composed of consumers who will respond similarly to marketing strategies and who share traits such as similar interests, needs, or locations. Tapestry is a tool created by data firm ESRI to provide an accurate, detailed description of America’s neighborhoods—U.S. residential areas are divided into 67 distinctive segments based on their socioeconomic and demographic composition—then further classifies the segments into LifeMode and Urbanization Groups. The charts below outline the largest Tapestry segmentations in each drive time radius. The full profiles are included in Appendix A.

15-Minute Drive Time

Segment	% of Population
Small Town Simplicity (12C)	30.5%
Salt of the Earth (6B)	28.2%
Rural Resort Dwellers (6E)	23.8%
Green Acres (6A)	5.7%
Rooted Rural (10B)	4.1%
The Great Outdoors (6C)	4.0%
Down the Road (10D)	3.5%
Prairie Living (6D)	0.3%

30-Minute Drive Time

Segment	% of Population
Rural Resort Dwellers (6E)	26.4%
Salt of the Earth (6B)	21.1%
Small Town Simplicity (12C)	17.5%
Rooted Rural (10B)	15.3%
The Great Outdoors (6C)	7.0%
Green Acres (6A)	3.0%
Heartland Communities (6F)	2.1%
Prairie Living (6D)	1.9%
Traditional Living (12B)	1.8%
Down the Road (10D)	1.7%
Midlife Constants (5E)	0.9%
Silver & Gold (9A)	0.9%
Rural Bypasses (10E)	0.5%

60-Minute Drive Time

Segment	% of Population
Rural Resort Dwellers (6E)	34.1%
Salt of the Earth (6B)	10.3%
Rooted Rural (10B)	8.3%
Senior Escapes (9D)	7.9%
Small Town Simplicity (12C)	7.7%
The Great Outdoors (6C)	5.8%
Green Acres (6A)	5.2%
Heartland Communities (6F)	4.6%
Old and Newcomers (8F)	3.7%
Southern Satellites (10A)	3.4%
Traditional Living (12B)	2.3%
Silver & Gold (9A)	2.0%
Midlife Constants (5E)	1.4%

MARKET SEGMENTATION (CONT.)

Below are the top three segmentations for the 15-and 30-Minute Drive Time Radii.

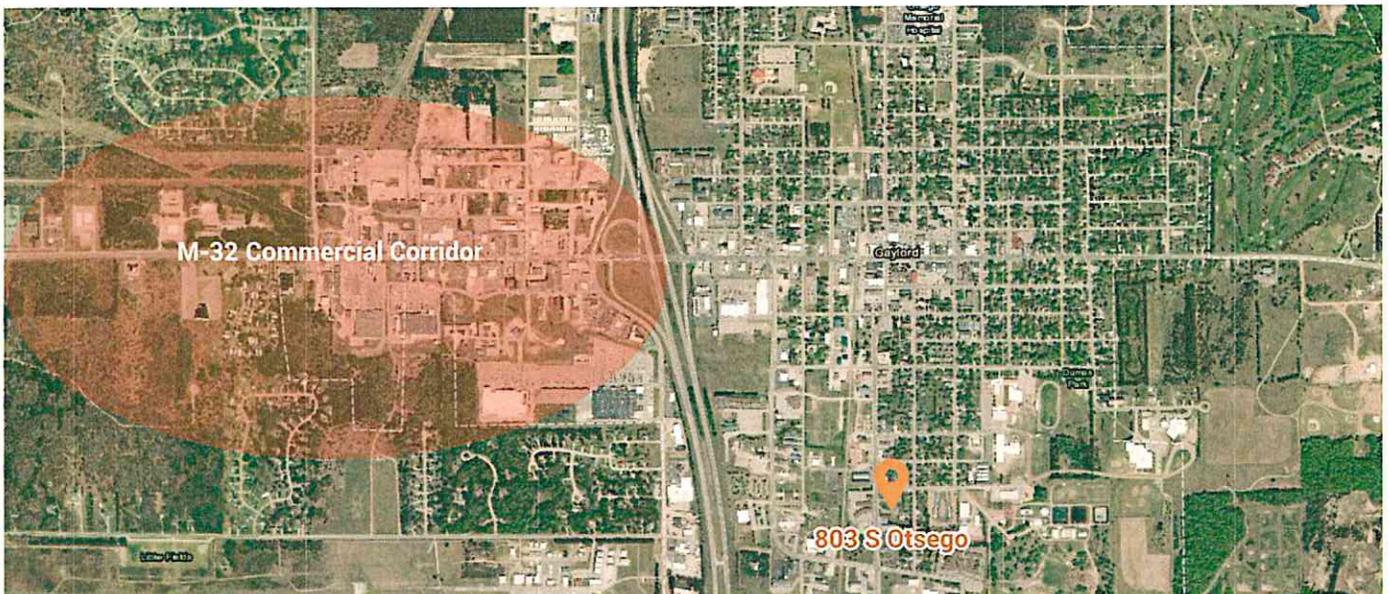
Segmentation	Socioeconomic Traits	Market Profile
<p>Small Town Simplicity (12C)</p> <p><i>Average Household Size:</i> 2.26 <i>Median Age:</i> 40.8 <i>Median Household Income:</i> \$31,500</p>	<ul style="list-style-type: none"> • Education: 67% with high school diploma or some college. • Unemployment higher at 7.7% (Index 141). • Labor force participation lower at 52% (Index 83), which could result from lack of jobs or retirement. • Income from wages and salaries (Index 83), Social Security (Index 133) or retirement (Index 106), increased by Supplemental Security Income (Index 183). • Price-conscious consumers that shop accordingly, with coupons at discount centers. • Connected, but not to the latest or greatest gadgets; keep their landlines. • Community-orientated residents; more conservative than middle-of-the-road. • Rely on television or newspapers to stay informed. 	<ul style="list-style-type: none"> • Small Town Simplicity features a semirural lifestyle, complete with trucks and SUVs (domestic, of course), ATVs, and vegetable gardens. • Residents enjoy outdoor activities like hunting and fishing as well as watching NASCAR and college football and basketball on TV. • A large senior population visit doctors and health practitioners regularly. • However, a largely single population favors convenience over cooking—frozen meals and fast food. • Home improvement is not a priority, but vehicle maintenance is.
<p>Salt of the Earth (6B)</p> <p><i>Average Household Size:</i> 2.59 <i>Median Age:</i> 44.1 <i>Median Household Income:</i> \$56,300</p>	<ul style="list-style-type: none"> • Steady employment in construction, manufacturing, and related service industries. • Completed education: 40% with a high school diploma only. • Household income just over the national median, while net worth is nearly double the national median. • Spending time with family their top priority. • Cost-conscious consumers, loyal to brands they like, with a focus on buying American. • Last to buy the latest and greatest products. • Try to eat healthy, tracking the nutrition and ingredients in the food they purchase. 	<ul style="list-style-type: none"> • Outdoor sports and activities, such as fishing, boating, hunting, and overnight camping trips are popular. • To support their pastimes, truck ownership is high; many also own an ATV. • They own the equipment to maintain their lawns and tend to their vegetable gardens. • Residents often tackle home remodeling and improvement jobs themselves. • Due to their locale, they own satellite dishes, and have access to high speed internet connections like DSL. • These conservative consumers prefer to conduct their business in person rather than online.
<p>Rural Resort Dwellers (6E)</p> <p><i>Average Household Size:</i> 2.22 <i>Median Age:</i> 54.1 <i>Median Household Income:</i> \$50,400</p>	<ul style="list-style-type: none"> • Rural Resort Dwellers residents are close to retirement. They've accumulated wealth and begun to shift their portfolios to low-risk assets. These active residents continue to work in skilled occupations. • Simple tastes and modesty characterize these blue collar residents. They shop for timeless, comfortable clothing, but only when something must be replaced. They pay little attention to advertising and usually stick to the brands they know. • They spend time with their spouses and also maintain a social calendar. 	<ul style="list-style-type: none"> • Residents drive older domestic vehicles and prefer to spend their disposable income on gear to support their hobbies, which include freshwater fishing, hunting with a rifle or shotgun, and motorcycling. • At home, Rural Resort Dwellers residents spend any free time working on their vehicles and maintaining their gear. They make frequent trips to their local hardware store for parts and tools. • Their taste in TV shows reflects their hobbies—National Geographic, Discovery Channel, and the Weather Channel.

COMPETING RETAIL AREAS

One of the potential uses of the site is commercial. This type of development could range from strip center to big box to even potentially mixed-use. To assess the potential success of these development forms, an analysis of competing retail areas, who also have available property or vacancies, has been conducted to determine the competitiveness of the site.

Major Competition

The main competitor locally for commercial development is the M-32 corridor west of I-75. In the last ten years, this corridor has seen explosive growth and has caused Gaylord to become a major retail hub of the northern lower peninsula. More recent major big box retailers like Meijer and Kohl's have extended this commercial corridor farther east, pushing development momentum with them. This represents a significant market challenge for a strictly retail reuse of the site.

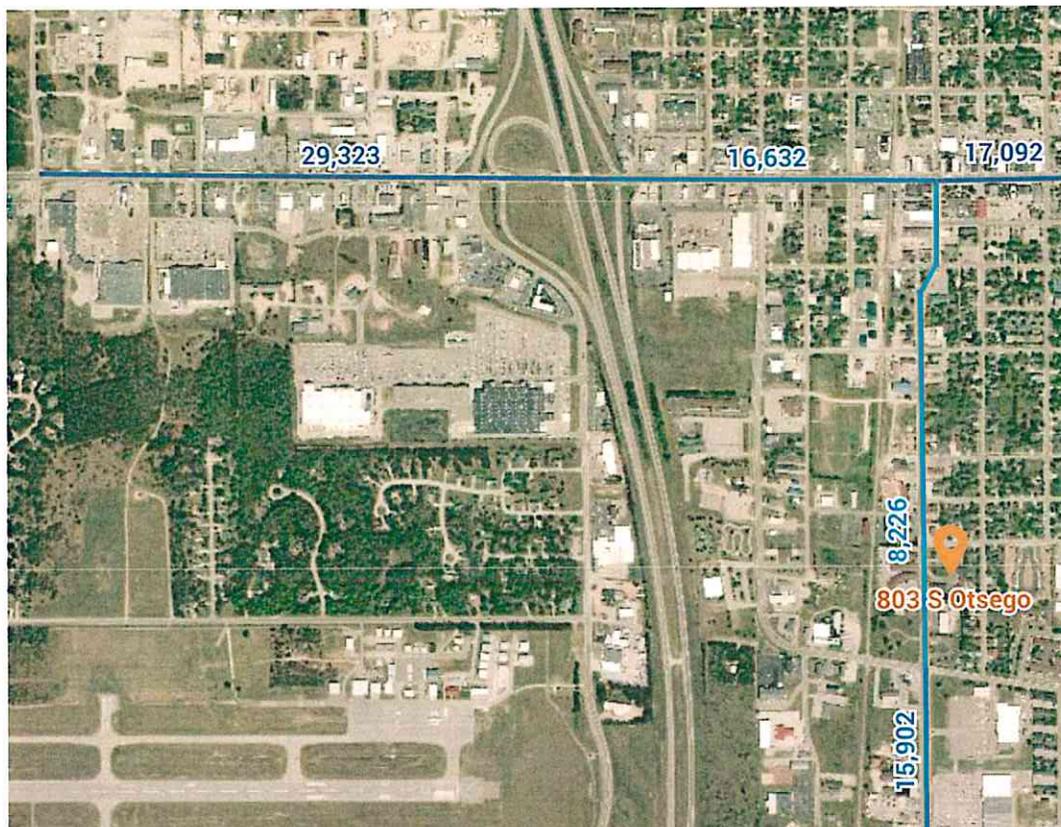


TRAFFIC COUNTS

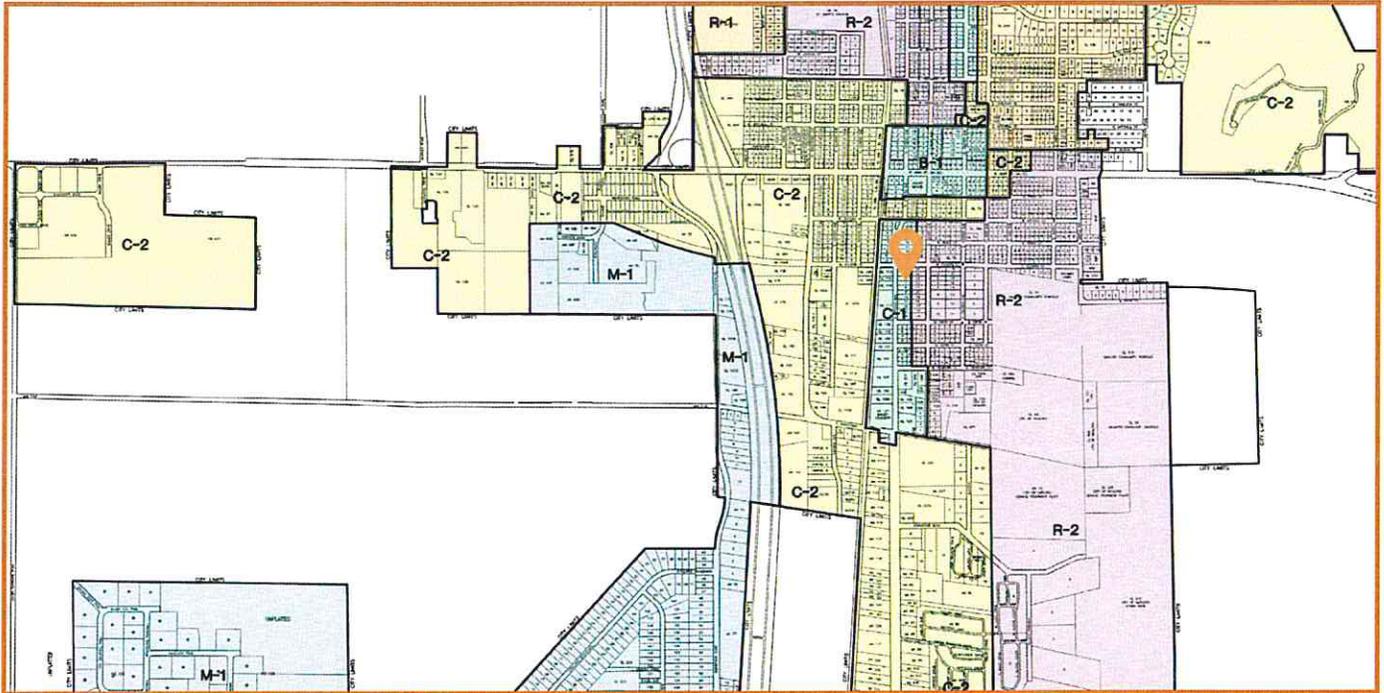
A major factor for the location of major chain retail is the number of cars that pass near a property on a daily basis. The more car traffic, the more national retailers like a site. This term is called Average Annual Daily Traffic (AADT). The most recent AADT study for the Gaylord area was done by the Michigan Department of Transportation (MDOT) in 2017. The chart and graphic below shows the traffic counts for M-32 and Business Loop 75 (Otsego Avenue.) Of the major surface streets in Gaylord, the section of Otsego Ave where the site is located has the lowest amount of AADT, making it less attractive to chain retail or restaurants.

Road Section	Traffic Count
West M-32 (I-75 to Merner Road)	29,323
East M-32/Main St (Otesgo Ave to Old 27)	17,092
East M-32/Main St (I-75 to Otesgo Ave)	16,632
North Business Loop 75/Otsego Ave (McCoy Rd to Grandview Blvd)	15,902
North Business Loop 75/Otsego Ave (Grandview Blvd to M-32/Main St)	8,226

Source: Michigan Department of Transportation, 2017



Zoning + Surrounding Land Use



Source: City of Gaylord, 2016

Reuse of the site should take into consideration current and future land use as well as the uses of the surrounding properties. In talking with the City of Gaylord's planning staff, the current zoning (C-1) is anticipated to remain for the foreseeable future. Furthermore, the surrounding land uses of R-2 (adjacent to the site) and C-2 (approximately 100 yards from the site) provide for a mix of uses that could benefit the site should rezoning be necessary.

Permitted Uses

The City's C-1 zoning allows for a wide range of uses that could benefit the site's redevelopment. Among these uses the city cites the ability of the C-1 designation to allow "Uses permitted in R-2 District, providing requirements of that district are met." This allows the reuse of the site to include multi-family structures (apartments) helping alleviate some of the community's pent up demand for market-rate housing (see Recent Market Analyses on the following page.)

Height Restriction

One major drawback of the C-1 zoning limits the height of buildings within this area: "Buildings and structures shall exceed neither thirty-five (35) feet, nor two and one-half (2 1/2) stories in height..." If a redevelopment option is to include multi-family or mixed-use, this could be a barrier. Remedies for this could include the request of a variance (or waiver) for a specific project or a request for the property to be rezoned to C-2, which allows for much taller building heights.

Recent Market Analyses

In 2016, the Michigan State Housing Development Authority (MSHDA) commissioned studies statewide, including for Otsego County, to determine the demand for market-rate housing. These studies were completed by Land Use USA and made several key conclusions on the pent-up demand for market rate housing, including housing types called “missing middle.” Missing middle are types of housing that are not typically abundant in Michigan but are in demand. These include attached townhomes/row houses, multi-story mixed-use, duplexes and triplexes, among others. In addition, the study also examined the demand for more traditional types of housing such as multi-family apartments and single family. The analysis determined a significant amount of yearly demand for a five-year period (2016-2021.) The chart below show the *annual* amount of demand. This means to accurately project for five years, these numbers should be multiplied by *five*. To date, relatively very few units have been constructed to meet this demand.

Annual Market Potential – “Slide” along Formats (in Units)
 71 Lifestyle Clusters – Conservative and Aggressive Scenarios
 Otsego County, Michigan – 2016

Number of Units by Building Format/Size	Conservative Scenario		Aggressive Scenario	
	Unadjusted w/out Slide	Adjusted with Slide	Unadjusted w/out Slide	Adjusted with Slide
1 Detached Houses	361	361	731	731
2 Side-by-Side & Stacked	16	16	35	36
3 Side-by-Side & Stacked	31	30	66	66
4 Side-by-Side & Stacked	18	20	39	40
5-9 Townhouse, Live-Work	92	91	187	185
10+ Multiplex: Small	26	26	54	54
20+ Multiplex: Large	35	35	71	71
50+ Midrise: Small	23	56	50	117
100+ Midrise: Large	33	.	67	.
Subtotal Attached	274	274	569	569

Source: Land Use USA, 2016

This analysis shows a significant amount of annual demand, even under the conservative scenario, to justify a substantial amount of new housing in these formats.

CONSTRUCTION COSTS + LEASE RATES

Planning for the redevelopment of the site requires an understanding of what the potential cost of a new building or buildings would be. Below is a chart outlining the current construction rate estimates for various types of projects.

Construction Type	Cost Per Square Foot
Rehab- Existing	\$110-\$120
New Construction- Commercial Only	\$190-\$210
New Construction- Residential Only	\$175-\$185
New Construction- Mixed-Use	\$190-\$210

Source: MEDC, Place + Main Advisors, LLC, (2019)

Calculating Potential Project Costs

A project's specific costs will vary based on the specific needs of the site. Conditions such as contamination, lead, and asbestos could all add to the cost of the project. For this site, demolition of the existing structure will be required. Demolition of the site could be as high as \$50,000. Additionally, the construction cost per square foot typically goes down the larger a structure is due to economies of scale. For example, a three-story building will of course be more expensive to construct, but the cost per square foot would be less than a one-story building. The chart below gives an example of the potential construction costs of a mixed-use site.

Project	Square Feet	Cost Per Square Foot	Construction Cost
1-Story Commercial	30,000	\$210	\$6,300,000
2-Story Mixed-Use	60,000	\$200	\$12,000,000
3-Story Mixed-Use	90,000	\$190	\$17,100,000

High Cost of Construction

Undoubtedly, these costs will be staggering to many. Many Michigan-based construction companies have experienced a shortage in the skilled labor needed to do quality construction. As a result, the costs of construction have risen dramatically. There will be a need to potentially offset these costs.

COMMERCIAL + RESIDENTIAL LEASE RATES

Lease rates are an important factor in redevelopment finance. To determine the cash flow for a property, or how much a property can get in revenue on a monthly basis less the costs associated with the property including operating and long-term financing (mortgage.) The higher the lease rate, the more debt the property can take on. Given the current cost of construction, lease rates will need to be high enough to be able to finance the property long-term, or incentives will be needed to bring down the amount of long-term debt needed to construct the project.

Commercial Lease Rates

Whether the redevelopment of the site is single- or mixed-use, there is a high likelihood of the need for commercial space. According to several current listings, lease rates for commercial are ranging from \$1 per square foot on the low end to \$2.33 per square foot on the high. Newly built, stand alone commercial along M-32 is currently asking for between \$1.67-\$2.33 per square foot.

Residential Lease Rates

Should the redevelopment of the site include market-rate residential, these lease rates will be critical to the cash flow of the property. Below is a chart outlining current available lease rates for residential apartments.

# of Bedrooms	Per Square Foot lease Rate
One	\$0.93-\$0.98
Two	\$0.88-\$0.95
Three	\$0.92-\$0.95

Further analysis shows the monthly rent range based on total number of units. The chart below shows the eleven highest monthly rent averages. These units represent roughly 68% of the total units available in a 15-Minute drive time of the site.

Monthly Rent Range	\$500 to \$549	\$550 to \$599	\$600 to \$649	\$650 to \$699	\$700 to \$749	\$750 to \$799	\$800 to \$899	\$900 to \$999	\$1,000 to \$1,249	\$1,250 to \$1,499	\$1,500 to \$1,999
Number of Units	211	152	232	152	139	52	146	58	11	24	10
% of Avail. Units	12.1%	8.7%	13.3%	8.7%	8.0%	3.0%	8.4%	3.3%	0.6%	1.4%	0.6%

Source: Source: U.S. Census Bureau, 2013-2017 American Community Survey

RECOMMENDATIONS + POTENTIAL INCENTIVES

The redevelopment of the former Royal Crest Motel will not be an easy task and there are no simple answers for a way forward. However, based on the data in this report, it is recommended that the community pursue redevelopment of the site with the following two reuses in order of preference:

Market-Rate Mixed-Use: A multi-floor building or buildings with commercial on the first floor targeting locally-owned businesses or potentially live/work units. Three to four floors of market-rate residential apartments would be above. This would be the highest and best use of the site as it would still contribute to the retail/commercial nature of the district, but also address the need for market-rate housing in the area. Having residential units above the retail/commercial first floor would also provide a built-in customer base for potential businesses in addition to those living in the nearby R-2 district.

Market-Rate Multi-Family: The largest question for the redevelopment of the site is whether the commercial real estate market sector is strong enough to absorb new commercial space in this area. If it is not, there is more than sufficient need for additional market-rate rental housing. In this case, using the site as a strictly multi-family residential would be recommended. Under current zoning the site could house two story buildings, but three to four would be recommended.

Both of these uses increase the density on the site, and would significantly both address a critical need in the community as well as dramatically increase tax revenue from the site. Being able to maintain infrastructure in and around the site long-term is a major consideration and maximizing the revenue generation of the site is a major consideration.

Important Factors

There are several factors that are important in consideration of these recommendations:

Demolition + Brownfield: Removing the existing structure and creating a plan for any potential environmental conditions is an absolute must for the site. Making the site equal or greater to a greenfield site like those along M-32 will be important to getting the site redevelopment.

Zoning/Rezoning: The current C-1 zoning limits the building height to two and half stories which limits the potential economy of scale and potential revenue (both private and public) for the site. The City would need to consider either allowing a variance or rezoning to C-2 in order to allow buildings taller than two and half stories.

Additional Incentives: The current combination of high costs of construction and low rental rates will likely necessitate the need for additional incentives. This is outlined further in the next section.

POTENTIAL INCENTIVES

Incentives for redevelopment of the site will likely be needed. However, not all incentives are equal or paid for by the same parties. Some incentives are locally controlled and should be considered. These incentives should be prioritized by length of time (shorter preferred to longer) and projected financial amount of commitment. From the public sector vantage point, it would be better to conditionally give the land to a developer and provide a 50% tax abatement for 10 years than to offer a Payment in Lieu of Taxes (PILOT) for 15-20 years. In this scenario a 50% abatement will result in more revenue and go to a full amount of tax revenue than a PILOT would. Below are some of the incentives that the community could use to help redevelop the site:

Incentive	Who Approves?	Use	Amount
Community Development Block Grant (CDBG)	MEDC	Demolition, Infrastructure	Varies
Community Revitalization Program (CRP)	MEDC	Construction	Up to 50% of project (max \$1.5M)
Brownfield Tax Increment Financing (TIF)	MEGLE, MEDC, Otsego County Brownfield Authority	Environmental Clean-up, Demolition, Site Prep	Varies
Commercial Tax Abatement	City of Gaylord	Tax Abatement for new investment	Up to 50% of assessed taxes for 12 years

The Michigan Economic Development Corporation's (MEDC) Community Assistance Team (CATEam) can be of assistance as incentives are being considered. It is strongly recommended to involve them in future discussion on this project.



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Department Presentation
August 11, 2020
Otsego County Clerk,
Suzy Defeyter

OTSEGO COUNTY
Board of Commissioners



Otsego
COUNTY
M I C H I G A N

EXECUTIVE SUMMARY

AGENDA ITEM: August 4, 2020 Warrant	AGENDA DATE: August 11, 2020
AGENDA PLACEMENT: New Business, A. Financials, Item 1	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): Mel Maier, Finance Director	ATTORNEY REVIEW: 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 August 4, 2020 warrant is in the amount of \$179,407.81. Major expenditures include:

- \$65,918.08 – MERS – July 2020 payment

RECOMMENDATION:

Staff requests approval of the warrant detailed above with a total amount of \$179,407.81.

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
 CHECK DATE FROM 08/04/2020 - 08/04/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
08/04/2020	AP	2984(A)	GARY GELOW	JUL 13 - JUL 24, 2020 MIDC SUPPORT STAFF	260-131-801.021	1,762.50
08/04/2020	AP	2985(E)	CHARTER COMMUNICATIONS	0069887070920 PHONE AND CABLE	208-751-930.210	136.66
08/04/2020	AP	2986(E)	CONSUMERS ENERGY	JULY 2020 ENERGY	226-528-940.010-PROG000000	26.58
08/04/2020	AP	2987(E)	FRONTIER	PHONE SERVICE	261-427-930.210	546.72
08/04/2020	AP	2988(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	INVOICE 00109261-17	101-301-704.300	10,374.00
		2988(E)		INVOICE 00109261-17	588-699-704.300	1,778.00
		2988(E)		INVOICE 00109261-17	704-000-231.700	53,766.08
						65,918.08
08/04/2020	AP	82115	44NORTH	JULY 2020 COBRA, TELADOC, HRA FEES & ANNUAL HRA FEE & ANN	101-131-704.110	971.02
		82115		JULY 2020 COBRA, TELADOC, HRA FEES & ANNUAL HRA FEE & ANN	101-148-704.110	24.90
		82115		JULY 2020 COBRA, TELADOC, HRA FEES & ANNUAL HRA FEE & ANN	215-141-704.110	149.40
		82115		JULY 2020 COBRA, TELADOC, HRA FEES & ANNUAL HRA FEE & ANN	292-662-704.110	43.08
						1,188.40
08/04/2020	AP	82116	ALEXANDER, SONJA & KOCHANSKI, JOHN	JBOR 100% PRE 2019 091-310-000-621-00	516-000-026.026	1,105.79
08/04/2020	AP	82117	ALPS	PAVILION REFUNDS	208-440-651.060	120.00
08/04/2020	AP	82118	AMERICAN FIDELITY ASSURANCE CO	JULY 2020 FLEX SPENDING ACCOUNT	704-000-231.285	1,166.63
08/04/2020	AP	82119	AMERICAN FIDELITY ASSURANCE COMPANY	JULY 2020 CANCER/LIFE/DISABILITY	704-000-231.285	760.47
08/04/2020	AP	82120	ANNE HARMON	CAMPING REFUND	208-440-652.030	94.00
08/04/2020	AP	82121	ARTIC GLACIER USA	3687016401 ICE	208-751-940.010	332.22
08/04/2020	AP	82122	AT&T MOBILITY	JULY 2020 PHONE	101-301-930.230	395.84
		82122		JULY 2020 PHONE	101-351-930.230	110.57
		82122		JULY 2020 PHONE	101-682-930.240	38.23
		82122		JULY 2020 PHONE	205-301-930.230	119.56
		82122		JULY 2020 PHONE	261-427-930.230	38.23
						702.43
08/04/2020	AP	82123	AUTO OWNERS INSURANCE CO	D. TOBER	701-000-271.000	425.00
08/04/2020	AP	82124	BEVERLY ENTERPRISES	M. EVANS	701-000-271.000	125.00
08/04/2020	AP	82125	BILL MARSH FORD GAYLORD	782142	101-301-726.050	922.05
08/04/2020	AP	82126	BRADY'S BUSINESS SYSTEMS	COPIER MAINTENANCE	101-149-726.000	10.67
08/04/2020	AP	82127	CARAS, ROBERT H JR TRUST	JBOR 2019 TV DECREASE 091-280-000-129-00	516-000-026.026	79.40

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
 CHECK DATE FROM 08/04/2020 - 08/04/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
08/04/2020	AP	82128	CHRISTOPER STREET	REFUND FOR OVERPMT ON 2019 TX YR-GOVPAY-FOR PARCEL # 07	516-030-694.000	179.71
08/04/2020	AP	82129	CISZEWSKI, ROBERT	JBOR 100% PRE 2017-2019 011-818-000-002-00	516-000-026.026	321.42
08/04/2020	AP	82130	CITIZENS INSURANCE	W. MOSHER	701-000-271.000	40.00
08/04/2020	AP	82131	CITY OF GAYLORD	POLICE REPORT#421-1867-19, GAYLORD CITY PD	701-000-271.000	412.32
08/04/2020	AP	82132	CITY OF GAYLORD TREASURER	REFUND FOR SET PORTION OF IFT & OVERPMT OF COUNTY MILLA	701-000-226.001	12,783.22
08/04/2020	AP	82133	CLAYTON, GRANT	JBOR 100% PRE 2017-2019 032-210-000-046-00	516-000-026.026	1,884.12
08/04/2020	AP	82134	COMPRENEW	JULY 2020 DOC SHRED	101-101-920.410	35.00
		82134		JULY 2020 DOC SHRED	101-215-920.410	25.00
		82134		JULY 2020 DOC SHRED	101-267-920.410	35.00
		82134		JULY 2020 DOC SHRED	101-301-920.410	35.00
						130.00
08/04/2020	AP	82135	CROSSROADS INDUSTRIES	D. TUSZZYNSKI	701-000-271.000	400.00
08/04/2020	AP	82136	DAWN CZYKOSKI	A. STONEBRINK	701-000-271.000	155.00
08/04/2020	AP	82137	DELTA DENTAL OF MICHIGAN	0001160001 - AUGUST 2020 COURT DENTAL	101-131-704.110	569.74
		82137		0001160001 - AUGUST 2020 COURT DENTAL	101-148-704.110	115.50
		82137		0001160001 - AUGUST 2020 COURT DENTAL	215-141-704.110	478.03
		82137		0001160001 - AUGUST 2020 COURT DENTAL	292-662-704.110	173.15
		82137		0001160001 - AUGUST 2020 COURT DENTAL	704-000-231.261	334.10
						1,670.52
08/04/2020	AP	82138	DENISE SOCIA	R. BUNING	701-000-271.000	80.00
08/04/2020	AP	82139	DIPZINSKI, JANE	JBOR GRANTING 100% FOR 2018 & 2019 011-425-000-037-00	516-000-026.026	2,614.82
08/04/2020	AP	82140	DUNNS	INV # 33AR5007059	101-301-726.000	155.96
		82140		INV # 33AR501921	101-351-726.000	141.99
						297.95
08/04/2020	AP	82141	ELI ELECTRIC LLC	SERVICES 07/24/20 THRU 07/30/20	249-371-801.026	2,985.00
08/04/2020	AP	82142	GAYLORD BOWLING CENTER	K. CARMEN	701-000-271.000	40.00
08/04/2020	AP	82143	GRAHAM ELECTRIC COMPANY	98833 FIX PUMP	209-751-726.050	240.00
08/04/2020	AP	82144	HANSEN, CHRISTOPHER J	JBOR 100% PRE 2018-2019 103-361-003-017-00	516-000-026.026	1,577.62
08/04/2020	AP	82145	HAYES TOWNSHIP TREASURER	REFUND FOR PMT ON 2020 SUMMER TAX ON PARCEL #072-280-000-	516-030-694.000	21.38

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
 CHECK DATE FROM 08/04/2020 - 08/04/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
08/04/2020	AP	82146	HENSKI, LARRY & CONNIE	JBOR 100% PRE 2018 & 2019 042-009-100-020-01	516-000-026.026	110.40
08/04/2020	AP	82147	HORSELL-HORSELL	JBOR 100% PRE 2018 & 2019 011-500-000-001-00	516-000-026.026	2,071.68
08/04/2020	AP	82148	HUGHES, THOMAS L & BARBARA R	JBOR 100% PRE 2019 091-340-001-243-00	516-000-026.026	1,429.59
08/04/2020	AP	82149	IMAGE FACTORY INC	SHIRTS AND HATS	208-751-726.046	531.90
		82149		SHIRTS AND HATS	208-752-726.046	395.73
		82149		SHIRTS AND HATS	209-751-726.046	612.04
						<u>1,539.67</u>
08/04/2020	AP	82150	JACK HOWARD MARLETTE	PC COMMITTEE MEETING / JULY 27, 2020	101-721-703.040	150.00
		82150		PC COMMITTEE MEETING / JULY 27, 2020	101-721-930.500	21.00
						<u>171.00</u>
08/04/2020	AP	82151	JASON CAVERSON	PLANNING COMMISSION MEETING / JULY 20, 2020	101-721-703.040	50.00
		82151		PLANNING COMMISSION MEETING / JULY 20, 2020	101-721-930.500	15.00
						<u>65.00</u>
08/04/2020	AP	82152	JIM HILGENDORF	PC COMMITTEE MEETING / JULY 27, 2020	101-721-703.040	100.00
		82152		PC COMMITTEE MEETING / JULY 27, 2020	101-721-930.500	40.00
						<u>140.00</u>
08/04/2020	AP	82153	JIM TANNER	CAMPING REFUND	208-440-652.030	83.00
08/04/2020	AP	82154	JIM WERNIG INC	172252	101-301-726.050	60.60
08/04/2020	AP	82155	JOHN HARRINGTON	J. COURTER	701-000-271.000	9.16
08/04/2020	AP	82156	JOHNSON OIL COMPANY	6108	101-301-920.400	20.00
		82156		R. SIDES	701-000-271.000	5,070.00
						<u>5,090.00</u>
08/04/2020	AP	82157	JUDITH JARECKI	PC COMMITTEE MEETING / JULY 27, 2020	101-721-703.040	150.00
		82157		PC COMMITTEE MEETING / JULY 27, 2020	101-721-930.500	46.50
						<u>196.50</u>
08/04/2020	AP	82158	KELLY JESKE	CAMPING REFUND	208-440-652.030	108.16
08/04/2020	AP	82159	KOHL'S CORPORATE LOSS PREVENTION	S. PUROLL	701-000-271.000	198.98
08/04/2020	AP	82160	KROL, JASON T & JENNIFER	JBOR 100% PRE 2019 103-170-000-015-00	516-000-026.026	1,156.25
08/04/2020	AP	82161	KSS ENTERPRISES	1239295 SMALL TRASH BAGS	208-751-726.025	39.12

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
 CHECK DATE FROM 08/04/2020 - 08/04/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
08/04/2020	AP	82182	PAULA DEMEREST	D. BROWNE	701-000-271.000	100.00
08/04/2020	AP	82183	PAY THE BILLS, LLC	78137 WOOD	208-751-726.000	180.00
08/04/2020	AP	82184	PETER MAXWELL	PLANNING COMMISSION MEETING / JULY 20, 2020	101-721-703.040	50.00
		82184		PLANNING COMMISSION MEETING / JULY 20, 2020	101-721-930.500	9.00
						59.00
08/04/2020	AP	82185	POP, JAMES & JENNIFER	JBOR 100% PRE 2019 081-140-000-015-00	516-000-026.026	1,361.68
08/04/2020	AP	82186	QUALITY PLUMBING & MECHANICAL INC	11433 REPLACE FLOW METER ON WATER SOFTENER	208-751-726.050	235.60
08/04/2020	AP	82187	RAYMOND, AMANDA	JBOR 100% PRE 2017-2019 091-340-001-223-00	516-000-026.026	2,542.80
08/04/2020	AP	82188	RICK VON OPPEN	CAMPING REFUND	208-440-652.030	90.00
08/04/2020	AP	82189	ROGER FAGERLIE JR	SERVICES 7-21-20 THROUGH 7-27-20	249-371-801.026	1,180.00
08/04/2020	AP	- 82190	RONS WRECKER	INV #143034 TOW TAHOE 19 SHER DEPT TO WERNINGS	101-301-920.400	60.00
08/04/2020	AP	82191	SANE	S. MILLER	701-000-271.000	918.00
08/04/2020	AP	82192	SENSABAUGH, LEO F	JBOR 100% PRE 2019 090-017-300-010-06	516-000-026.026	2,168.87
08/04/2020	AP	82193	SERINO, THOMAS A	JBOR 100% PRE 2019 103-205-004-003-00	516-000-026.026	541.98
08/04/2020	AP	82194	SMITH, CINDY & ALEXANDER, MARK	JBOR 100% PRE 2017-2019 081-170-000-029-00	516-000-026.026	206.65
08/04/2020	AP	82195	SMITH, TOD & SHEILA	JBOR 100% PRE 2019 031-017-100-020-22	516-000-026.026	3,153.28
08/04/2020	AP	82196	SPARTAN SEWER & SEPTIC TANK SERVICE	TOILET RENTALS	208-751-920.200	95.00
		82196		TOILET RENTALS	209-751-726.000	95.00
						190.00
08/04/2020	AP	82197	STATE OF MICHIGAN	MONTHLY OFFSET STATEMENT DATED 7-22-20 - OFFSET MONTH A	292-662-930.800	14,928.45
08/04/2020	AP	82198	STATE OF MICHIGAN	M. CANTER	701-000-271.000	200.00
08/04/2020	AP	82199	STATE OF MICHIGAN - DHHS	J. HAAS	701-000-271.000	50.00
08/04/2020	AP	82200	STEVEN W SCOTT	PC COMMITTEE MEETING / JULY 27, 2020	101-721-703.040	100.00
		82200		PC COMMITTEE MEETING / JULY 27, 2020	101-721-930.500	14.00
						114.00
08/04/2020	AP	82201	TOBIN, JAMES P & LISA M	JBOR 2019 TV DECREASE 102-110-000-410-00	516-000-026.026	3,325.22
08/04/2020	AP	82202	TONYA KLEE-JURCZYK	L. WISELY	701-000-271.000	120.00

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
 CHECK DATE FROM 08/04/2020 - 08/04/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
08/04/2020	AP	82203	TORPEY, DENNIS M	JBOR 2018 TV DECREASE 091-270-001-039-00	516-000-026.026	26.19
08/04/2020	AP	82204	TRUJILLO, DAVID & JACQUELYN	JBOR 100% PRE 2018-2019 042-003-300-025-04	516-000-026.026	732.28
08/04/2020	AP	82205	VISION SERVICE PLAN (VSP)	RETIREE VISION-AUGUST, INV #809946041	647-851-704.110	121.72
08/04/2020	AP	82206	WALMART	P. GAVIN	701-000-271.000	317.22
08/04/2020	AP	82207	WHEELER, MICHAEL & SHARI	JBOR 100% PRE 2019 011-580-000-031-01	516-000-026.026	799.92
08/04/2020	AP	82208	WILLARD L BROWN	PC COMMITTEE MEETING / JULY 27, 2020	101-721-703.040	100.00
		82208		PC COMMITTEE MEETING / JULY 27, 2020	101-721-930.500	40.00
						140.00
08/04/2020	AP	82209	WOLVERINE FIREWORKS DISPLAYS INC	0028501-IN FIREWORKS DISPLAY	208-751-940.010-FRWKS00000	14,912.10
			TOTAL - ALL FUNDS	TOTAL OF 100 CHECKS		179,407.81

OTSEGO COUNTY
Board of Commissioners



Otsego
COUNTY
M I C H I G A N

EXECUTIVE SUMMARY

AGENDA ITEM: August 11, 2020 Warrant	AGENDA DATE: August 11, 2020
AGENDA PLACEMENT: New Business, A. Financials, Item 2	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): Mel Maier, Finance Director	ATTORNEY REVIEW: 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 August 11, 2020 warrant is in the amount of \$732,966.22. Major expenditures include:

- \$400,000.00 – MERS – additional payment
- \$148,010.50 – MMRMA – policy premiums

RECOMMENDATION:

Staff requests approval of the warrant detailed above with a total amount of \$732,966.22.

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
 CHECK DATE FROM 08/11/2020 - 08/11/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
08/11/2020	AP	2991(E)	AMERICAN WASTE	CENTER AND PARK GARBAGE BILLS	208-751-920.200	1,220.00
		2991(E)		CENTER AND PARK GARBAGE BILLS	208-752-920.200	82.40
		2991(E)		RECYCLING SERVICE JULY 2020	226-528-940.010-PROG000000	18,703.90
		2991(E)		TRASH PICKUP	637-265-920.410	375.55
						20,381.85
08/11/2020	AP	2992(E)	CHARTER COMMUNICATIONS	# 44755070120 TV INTERNET PHONES	281-537-920.410	372.42
08/11/2020	AP	2993(E)	CONSUMERS ENERGY	ELECTRIC BILLS	208-751-930.620	1,789.43
		2993(E)		204655058401 JULY	588-697-930.620	462.70
		2993(E)		JULY 2020 ENERGY	637-265-930.620-ALPCT00000	389.04
		2993(E)		AUGUST ENERGY BILL	637-265-930.620-SILLI00000	43.91
						2,685.08
08/11/2020	AP	2994(E)	DTE ENERGY	GAS BILL	208-752-930.610	37.48
		2994(E)		OTSEGO COUNTY ANIMAL SHELTER	212-430-930.610	53.41
		2994(E)		910020860953 JULY	588-697-930.610	38.04
		2994(E)		ENERGY BILL	637-265-930.610-ALPCT00000	79.75
		2994(E)		JULY 2020 ENERGY	637-265-930.610-SILLI00000	42.03
						250.71
08/11/2020	AP	2995(E)	FRONTIER	PHONE BILLS AND INTERNET	209-751-930.210	316.93
		2995(E)		A/C 269-161-8203-082208-5	261-427-930.210	117.61
						434.54
08/11/2020	AP	2996(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	ADD'L PAYMENT	704-000-231.700	400,000.00
08/11/2020	AP	2997(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	JULY 2020 COURT MERS	704-000-231.700	13,913.52
08/11/2020	AP	2998(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	JULY 2020 COURT MERS HYBRID DEFINED CONT.	704-000-231.700	1,047.57
08/11/2020	AP	2999(E)	WEX BANK	JULY 2020 FUEL PURCHASES	101-257-930.660	18.31
		2999(E)		JULY 2020 FUEL PURCHASES	101-301-930.660	2,684.30
		2999(E)		JULY 2020 FUEL PURCHASES	101-331-930.660	28.85
		2999(E)		JULY 2020 FUEL PURCHASES	101-336-930.660	68.05
		2999(E)		JULY 2020 FUEL PURCHASES	101-351-930.660	74.87
		2999(E)		JULY 2020 FUEL PURCHASES	101-721-930.660	89.88
		2999(E)		JULY 2020 FUEL PURCHASES	205-301-930.660	217.96
		2999(E)		JULY 2020 FUEL PURCHASES	208-751-930.660	200.35
		2999(E)		JULY 2020 FUEL PURCHASES	208-752-930.660	200.35
		2999(E)		JULY 2020 FUEL PURCHASES	210-651-930.660	2,768.44
		2999(E)		JULY 2020 FUEL PURCHASES	212-430-930.660	373.26
		2999(E)		JULY 2020 FUEL PURCHASES	249-371-930.660	38.52

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
 CHECK DATE FROM 08/11/2020 - 08/11/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		2999(E)		JULY 2020 FUEL PURCHASES	281-537-930.660	18.64
						<u>6,781.78</u>
08/11/2020	AP	82210	123NET	SERVICE 8/1/2020-8/31/2020	637-265-930.210	1,503.48
08/11/2020	AP	82211	20TH CIRCUIT COURT	19-52-DL MEDS	292-662-930.810	3.62
08/11/2020	AP	82212	ABIGAIL ANN WETPHAL	BRC-8/2/2020	101-332-801.030	864.00
08/11/2020	AP	82213	ADT COMMERCIAL LLC	INSTALL & PURCHASE OF AIR PHONE SYSTEM & KEY/SWIPE PAD	497-901-970.300-COVID-19__	1,989.31
08/11/2020	AP	82214	ALBERTA BUTKA	CAMPING REFUND	208-440-652.030	42.00
08/11/2020	AP	82215	ALPINE ANIMAL HOSPITAL	17340	212-430-930.471	57.00
08/11/2020	AP	82216	ARTS AUTO ELECTRIC SERVICE INC	01NU9275 STOCK	588-699-726.050	38.16
08/11/2020	AP	82217	AUTO VALUE GAYLORD	259-428374 GENERATOR	588-698-726.025	27.07
		82217		259-427802 SHOP	588-699-726.050	43.98
		82217		259-427687 #44, OC PARKS & REC.	588-699-726.051	489.54
						<u>560.59</u>
08/11/2020	AP	82218	AVENALL, JOHN B	JBOR REFUND \$30 SHORT 061-115-000-079-00	516-000-026.026	30.00
08/11/2020	AP	82219	BC PIZZA	WORK CAMP PIZZA	205-301-930.700	14.75
08/11/2020	AP	82220	BEAR RIVER HEALTH	JULY 2020 MENTAL HEALTH COUNSELING	101-133-940.010	880.00
08/11/2020	AP	82221	BILL MARSH FORD GAYLORD	926527	101-301-726.050	40.39
08/11/2020	AP	82222	BRADLEY J BUTCHER	RESTITUTION PAYMENT BY CONNIE JOSEPH 05-16547-FY-3	701-000-271.130	200.00
08/11/2020	AP	82223	BRUCE TILLINGER	SERVICES 7-23-2020 THROUGH 8-4-2020	249-371-801.027	1,100.00
		82223		SERVICES 7-23-2020 THROUGH 8-4-2020	249-371-801.028	1,060.00
						<u>2,160.00</u>
08/11/2020	AP	82224	BS&A SOFTWARE INC	2020-2021 SERVICE CONTRACT	101-228-920.410	14,786.00
		82224		2020-2021 SERVICE CONTRACT	212-430-920.410	361.00
		82224		2020-2021 SERVICE CONTRACT	249-371-920.410	3,004.00
						<u>18,151.00</u>
08/11/2020	AP	82225	C2AE	PHASE 03 CONSTRUCTION PROJECT 17-0019	475-901-801.020-TRAIL_IBEL	2,649.82
08/11/2020	AP	82226	CAMERON SCHOLL	19-34-DL RESTITUTION PAYMENT BY THOMAS KUCHARCZYK	701-000-271.148	150.00
08/11/2020	AP	82227	CHARLTON TOWNSHIP TREASURER	REFUND FOR PMT ON CFR SET TAX	701-000-226.001	75.16

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
 CHECK DATE FROM 08/11/2020 - 08/11/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
08/11/2020	AP	82228	CHOICE PUBLICATIONS	ADS	208-751-930.300	539.34
		82228		ADS	209-751-930.300	149.66
						689.00
08/11/2020	AP	82229	CITY OF GAYLORD	RESTITUTION PAYMENT BY EUGENE EDWARD ZAHRT 19-37457-SD-3	701-000-271.130	4,190.00
08/11/2020	AP	82230	CITY OF GAYLORD TREASURER	REFUND FOR PAYING PENALTY IN DELQ PERS PROPERTY	701-000-226.001	73.68
08/11/2020	AP	82231	CORY ALLEN GRENIER	OVERPAYMENT 20-770248-SM-3	701-000-286.002	16.00
08/11/2020	AP	82232	CURT REPPUHN	CABIN REFUND	208-440-652.045	100.00
08/11/2020	AP	82233	CURTISS REPORTING CORP	INV 19097; SEGREST 5-14-20 TRANSCRIPT	101-267-726.000	18.60
08/11/2020	AP	82234	CYNTHIA GRAHAM SCHRADER	JUNE 2020 IN HOME CARE SPECIALIST	292-662-940.010	578.86
08/11/2020	AP	82235	DEKETO LLC	JULY 2020 DOCUMENTS	101-215-920.410	521.33
		82235		JULY 2020 DOCUMENTS	256-215-920.410	1,042.67
						1,564.00
08/11/2020	AP	82236	DIANE D. ST. CLAIRE PC	DEFERRAL MEETING ON 7/22/2020	101-131-801.022	75.00
08/11/2020	AP	82237	DTE MICHIGAN LATERAL COMPANY	MTT TV DECREASE FOR 2019 024-900-040-005-00	516-000-026.026	14,941.28
08/11/2020	AP	82238	DUNNS	DUN-5253 - JULY 2020 COURT COPY FEE & MAINTENANCE AGREEME	101-131-920.520	137.66
		82238		COPIER MAINTENANCE	101-267-726.000	34.53
		82238		33AR502244	101-351-726.000	26.74
		82238		INV #33AR501690, ACCT DUN-2647, COPIER CONTRACT, MONTH END	101-682-920.410	71.70
		82238		COPIER MAINTENANCE	101-864-726.000	353.51
		82238		COPIER MAINTENANCE	212-430-726.000	214.18
		82238		DUN-5252 - JULY 2020 COPY FEE & MAINTENANCE AGREEMENT	215-141-920.520	42.35
		82238		INV #33AR501690, ACCT DUN-2647, COPIER CONTRACT, MONTH END	232-690-920.410	7.96
		82238		COPIER MAINTENANCE	249-371-726.000	528.78
		82238		COPIER MAINTENANCE	281-537-726.000	65.94
		82238		33AR500501 FULL SERVICE CONTRACT 07/24/20-08/23/20	588-697-726.000	79.46
						1,562.81
08/11/2020	AP	82239	ELECTION SOURCE	VITAL RECORD ENVELOPES	101-215-726.000	416.34
08/11/2020	AP	82240	EMPIRIC SOLUTIONS INC	CONTRACT SERVICE SEP 2020	101-228-801.030	6,246.24
		82240		CONTRACT SERVICE SEP 2020	205-301-801.030	94.64
		82240		CONTRACT SERVICE SEP 2020	208-751-801.030	141.96
		82240		CONTRACT SERVICE SEP 2020	208-752-801.030	141.96
		82240		CONTRACT SERVICE SEP 2020	212-430-801.030	283.92

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
 CHECK DATE FROM 08/11/2020 - 08/11/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		82240		SEPTEMBER 2020 COMPASS MANAGEMENT FEE	215-141-801.020	379.00
		82240		CONTRACT SERVICE SEP 2020	232-690-801.030	94.64
		82240		CONTRACT SERVICE SEP 2020	249-371-801.030	757.12
		82240		CONTRACT SERVICE SEP 2020	261-427-801.030	94.64
		82240		CONTRACT SERVICE SEP 2020	281-537-801.030	189.28
		82240		CONTRACT SERVICE SEP 2020	516-253-801.030	189.28
		82240		CONTRACT SERVICE SEP 2020	588-697-801.030	378.56
		82240		CONTRACT SERVICE SEP 2020	594-806-940.010	1,837.00
		82240		CONTRACT SERVICE SEP 2020	617-253-801.030	189.28
		82240		CONTRACT SERVICE SEP 2020	618-447-801.030	189.28
		82240		CONTRACT SERVICE SEP 2020	637-265-801.030	94.64
		82240		CONTRACT SERVICE SEP 2020	645-172-801.030	189.28
		82240		CONTRACT SERVICE SEP 2020	645-201-801.030	94.64
		82240		CONTRACT SERVICE SEP 2020	645-270-801.030	94.64
						11,680.00
08/11/2020	AP	82241	GAYLORD CITY TREASURER	211D - JULY 2020 DISTRICT COURT MONTH-END TRANSMITTAL	701-000-221.000	690.52
08/11/2020	AP	82242	GAYLORD DRY CLEANERS	JULY	101-301-920.410	24.00
		82242		JULY	101-302-920.410	40.00
		82242		JULY	101-334-920.410	20.00
		82242		JULY	101-351-920.410	8.50
		82242		JULY	205-301-920.410	20.00
						112.50
08/11/2020	AP	82243	GFL ENVIRONMENTAL SERVICES USA, INC	INV # 44190 555G	281-537-920.400	95.00
08/11/2020	AP	82244	GILL ROYS HARDWARE	2007985333	205-301-726.050	15.99
08/11/2020	AP	82245	GRAPHIC SCIENCES INC	IMAGES TO FILM	256-215-726.000	139.64
08/11/2020	AP	82246	GREAT LAKES ENERGY	ELECTRIC BILLS	209-751-930.620	532.71
08/11/2020	AP	82247	HALL VETERINARY CLINIC	114928 115062 114995 114988	212-430-930.471	48.06
		82247		114928 115062 114995 114988	212-430-930.980	259.00
						307.06
08/11/2020	AP	82248	HOBBY LOBBY LOSS PREVENTION	RESTITUTION PAYMENT BY BYRON JAY LIETZKE 20-38178-FY-3	701-000-271.130	29.70
08/11/2020	AP	82249	HOME DEPOT CREDIT SERVICES	OTSEGO COUNTY ANIMAL 2493 2474	212-430-726.050	102.83
08/11/2020	AP	82250	IMAGE FACTORY INC	COURT ENVELOPES	101-131-726.000	628.04
		82250		COURT ENVELOPES	215-141-726.000	373.84
		82250		COURT ENVELOPES	292-662-726.000	254.22

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
 CHECK DATE FROM 08/11/2020 - 08/11/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
						1,256.10
08/11/2020	AP	82251	INFRASTRUCTURE ALTERNATIVES	26542 GETTING FLOW RATES FOR DUMP STATION	208-751-726.050	507.50
08/11/2020	AP	82252	JENNIFER BOYER	19-5793-FH TRANSCRIPTS PEOPLE V SHANE SCOTT HAMMOND	260-131-801.030	48.78
08/11/2020	AP	82253	JESSICA MARIE WHEELIS	RESTITUTION PAYMENT BY DAVID CHRISTOPHER PETHERS 07-2025/ 701-000-271.130		38.40
08/11/2020	AP	82254	JIM WERNIG INC	28487 #44 OC PARKS & REC.	588-699-726.051	61.78
08/11/2020	AP	82255	JIM'S ALPINE AUTOMOTIVE	5150 OCBS 1-795883 PARKS & REC. 056X532	588-699-726.051	13.63
08/11/2020	AP	82256	KAREN WILLIAMS	REFUND	208-440-652.030	146.00
08/11/2020	AP	82257	LARRY KENT	SERVICES 7-29-20 - THRU 8-4-2020	249-371-801.024	920.00
08/11/2020	AP	82258	LA SENORITA	RESTITUTION PAYMENT BY BYRON JAY LIETZKE 20-38178-FY-3	701-000-271.130	29.70
08/11/2020	AP	82259	LAW OFFICES OF STEVEN K GANN	REFUND CASE FILED IN WRONG COUNTY - OTSEGO APTS V MAXWEI 101-133-607.150		5.00
		82259		REFUND CASE FILED IN WRONG COUNTY - OTSEGO APTS V MAXWEI 101-136-607.150		12.00
		82259		REFUND CASE FILED IN WRONG COUNTY - OTSEGO APTS V MAXWEI 701-000-228.058		28.00
		82259		REFUND CASE FILED IN WRONG COUNTY - OTSEGO APTS V MAXWEI 701-000-228.560		10.00
						55.00
08/11/2020	AP	82260	LISTVAN PLUMBING & HEATING	EMERGENCY JAIL REPAIR	499-901-970.300	5,591.51
08/11/2020	AP	82261	LOWES	DIAMOND LATH, DRY WALL SCREWS, VALVES	208-751-726.050	9.95
		82261		DIAMOND LATH, DRY WALL SCREWS, VALVES	209-751-726.050	107.46
						117.41
08/11/2020	AP	82262	LUCAS MIDDLETON ATTORNEY AT LAW	SERVICE CONTRACTS INVOICE #21	516-253-920.410	432.00
08/11/2020	AP	82263	M BANK	RESTITUTION PAYMENT BY JOY MARIE MILLER 06-18440-FY-3	701-000-271.130	10.00
08/11/2020	AP	82264	MAACO	MEMBERSHIP X4	212-430-930.600	40.00
08/11/2020	AP	82265	MACAO-MI ASSOC OF COUNTIES	MAC 2021 COUNTY DUES	101-000-123.000	11,099.28
08/11/2020	AP	82266	MACKNAW ADMINISTRATORS LL	RESTITUTION PAYMENT BY BYRON JAY LIETZKE 20-38178-FY-3	701-000-271.130	29.70
08/11/2020	AP	82267	MAKE IT MINE DESIGN	7002	212-430-726.046	66.00
08/11/2020	AP	82268	MARVAC	MARO092095497 ONLINE AD	208-751-930.300	60.00
08/11/2020	AP	82269	MATTHEW HOFFMAN	REFUND	208-440-652.030	68.00
08/11/2020	AP	82270	MATTHEW R MCLAIN	FILING FEE REFUND SIGNATURE NOT NOTARIZED MCLAIN V CAMILLI 101-133-607.150		5.00
		82270		FILING FEE REFUND SIGNATURE NOT NOTARIZED MCLAIN V CAMILLI 101-136-607.150		6.00

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		82270		FILING FEE REFUND SIGNATURE NOT NOTARIZED MCLAIN V CAMILLI 701-000-228.058		14.00
		82270		FILING FEE REFUND SIGNATURE NOT NOTARIZED MCLAIN V CAMILLI 701-000-228.560		5.00
						30.00
08/11/2020	AP	82271	MAXIMUM SECURITY	MONITORING SEPTEMBER 2020-NOVEMBER 2020	637-265-920.410	89.97
08/11/2020	AP	82272	MELANIE GEHRINGER	RESTITUTION PAYMENT BY DAVID RAYMOND DARGA 19-37064-SD-3	701-000-271.130	175.00
08/11/2020	AP	82273	MICHAEL TOBER	BRC-8/2/2020	101-332-801.030	864.00
08/11/2020	AP	82274	MICHIGAN DEPARTMENT OF TREASURY	SHERIFF BOOKING FEES	701-000-228.061	2,680.01
08/11/2020	AP	82275	MICHIGAN STATE POLICE BFS-CASHIERS	SOR-551-564611	701-000-228.018	180.00
08/11/2020	AP	82276	MIDWEST VETERINARY SUPPLY, INC.	12715286 12669873	212-430-726.035	662.65
08/11/2020	AP	82277	MIKE JAROSZ	BIKE MAINTENANCE-TIRES/BRAKES	101-332-920.400	224.00
08/11/2020	AP	82278	MMRMA	POLICY M0000962 & R0000962 7/2020-7/2021	101-851-930.100	148,010.50
08/11/2020	AP	82279	MOTORCYCLE SAFETY FOUNDATION	358563	101-332-726.000	650.18
08/11/2020	AP	82280	MPELRA	2020-2021 MEMBERSHIP RENEWAL	645-270-930.600	50.00
08/11/2020	AP	82281	NORTH POINTE PLUMBING & HEATING	213633 213554	212-430-726.050	1,945.00
08/11/2020	AP	82282	NORTHERN MICHIGAN LIFT SERVICE	274447 LIFT INSPECTIONS	588-698-940.010	322.50
08/11/2020	AP	82283	NORTHERN MICHIGAN REVIEW	PUBLIC HEARING NOTICE AD ID 857443 / ACCT 181571	249-371-930.300	143.38
08/11/2020	AP	82284	OCNET	CONNECTIVITY JULY 2020	101-864-930.240	800.00
		82284		CONNECTIVITY AUG	205-301-930.240	16.00
		82284		10819 CONNECTIVITY	208-752-726.000	59.95
		82284		CONNECTIVITY JULY 2020	261-427-930.240	200.00
						1,075.95
08/11/2020	AP	82285	OTSEGO COUNTY BUS SYSTEM	2000010858	101-301-726.050	90.00
		82285		10859 FIX TRUCK	208-751-726.050	665.07
						755.07
08/11/2020	AP	82286	OTSEGO COUNTY JUDICIAL SYSTEM	8/3/2020 HRA REIMBURSEMENT CHECK REGISTER	292-662-704.110	41.40
08/11/2020	AP	82287	PAY THE BILLS, LLC	78142 FIRE WOOD	208-751-726.000	180.00
08/11/2020	AP	82288	RESERVE ACCOUNT	REIMBURSE METER ACCT 31506793	101-267-930.450	158.75
		82288		REIMBURSE METER ACCT 31506793	101-267-930.983	155.40
		82288		REIMBURSE METER ACCT 31506793	101-268-930.450	24.00

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						338.15
08/11/2020	AP	82289	ROGER FAGERLIE JR	SERVICES 7-28-2020 THROUGH 8-3-2020	249-371-801.026	640.00
08/11/2020	AP	82290	RONALD SHUMAKER	CAMPING REFUND	208-440-652.030	42.00
08/11/2020	AP	82291	RONS WRECKER	143058 TOW TRUCK FROM PARK TO BUS GARAGE	208-751-726.050	84.00
08/11/2020	AP	82292	RYAN CZYKOSKI	RESTITUTION PAYMENT BY VERONICA LAURA SILVER WALTER 16-32701-000-271.130		34.00
08/11/2020	AP	82293	SCOTT T BEATTY	JULY 2020 FOC REFEREE HEARINGS	215-141-940.010	3,600.00
08/11/2020	AP	82294	SPARTAN SEWER & SEPTIC TANK SERVICE	96832 PUMP VAULTS AND TANKS AND PARK	208-751-920.200	1,438.00
08/11/2020	AP	82295	STAPLES BUSINESS CREDIT	403654 - PURELL	101-131-726.000-COVID-19__	110.97
		82295		ECONOMIC ALLIANCE SUPPLIES	101-864-726.000	89.97
		82295		ORDER#730985435601	256-215-726.000	77.98
		82295		ADMIN PAPER	645-172-726.000	29.99
		82295		ADMIN PAPER	645-201-726.000	29.99
		82295		ADMIN PAPER	645-270-726.000	29.99
						368.89
08/11/2020	AP	82296	STATE OF MICHIGAN	P69 4TH QUARTER SUPPORT SERVICE (JUL-SEPT 2020)	101-131-970.450	3,206.10
08/11/2020	AP	82297	STATE OF MICHIGAN	NEW/RENEWAL CPL'S JULY 2020	701-000-228.016	4,185.00
08/11/2020	AP	82298	STATE OF MICHIGAN	211D - JULY 2020 DISTRICT COURT MONTH-END TRANSMITTAL	701-000-228.020	10.00
		82298		211D - JULY 2020 DISTRICT COURT MONTH-END TRANSMITTAL	701-000-228.030	225.00
		82298		211D - JULY 2020 DISTRICT COURT MONTH-END TRANSMITTAL	701-000-228.037	2,557.12
		82298		211D - JULY 2020 DISTRICT COURT MONTH-END TRANSMITTAL	701-000-228.042	170.00
		82298		211D - JULY 2020 DISTRICT COURT MONTH-END TRANSMITTAL	701-000-228.057	235.00
		82298		211D - JULY 2020 DISTRICT COURT MONTH-END TRANSMITTAL	701-000-228.058	2,737.00
		82298		211D - JULY 2020 DISTRICT COURT MONTH-END TRANSMITTAL	701-000-228.059	11,017.00
		82298		211D - JULY 2020 DISTRICT COURT MONTH-END TRANSMITTAL	701-000-228.560	660.00
						17,611.12
08/11/2020	AP	82299	STATE OF MICHIGAN	CIRCUIT COURT JULY 2020 MONTH END	701-000-228.037	1,195.59
		82299		CIRCUIT COURT JULY 2020 MONTH END	701-000-228.042	230.00
		82299		CIRCUIT COURT JULY 2020 MONTH END	701-000-228.057	25.00
		82299		CIRCUIT COURT JULY 2020 MONTH END	701-000-228.058	2,380.00
		82299		CIRCUIT COURT JULY 2020 MONTH END	701-000-228.059	971.41
		82299		CIRCUIT COURT JULY 2020 MONTH END	701-000-228.560	500.00
						5,302.00

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
 CHECK DATE FROM 08/11/2020 - 08/11/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
08/11/2020	AP	82300	STATE OF MICHIGAN	PROBATE COURT JULY 2020 MONTH END	701-000-228.006	280.34
		82300		PROBATE COURT JULY 2020 MONTH END	701-000-228.037	67.50
		82300		PROBATE COURT JULY 2020 MONTH END	701-000-228.042	80.00
		82300		PROBATE COURT JULY 2020 MONTH END	701-000-228.058	1,314.00
		82300		PROBATE COURT JULY 2020 MONTH END	701-000-228.059	168.55
		82300		PROBATE COURT JULY 2020 MONTH END	701-000-228.560	250.00
						2,160.39
08/11/2020	AP	82301	STATE OF MICHIGAN	JULY 2020 MONTH END	701-000-228.005	12.00
08/11/2020	AP	82302	TELEPHONE SUPPORT SYSTEMS INC	REMOVE VOICE MAILBOX FROM COURT MAIN LINE - COVID-19	101-131-920.400-COVID-19__	75.00
08/11/2020	AP	82303	TOTAL COMMUNICATION SERVICES LLC	JUNE 2020 LOCATING	594-806-801.030	415.00
08/11/2020	AP	82304	UPS	SHIPPING OF COURT FILES	101-215-930.450	6.09
08/11/2020	AP	82305	VERIZON WIRELESS	ACCT 842184815; INV 9858627233; JUL 1 - 12, 2020	101-267-930.230	75.27
		82305		A/C 4831063843-00001	208-751-726.000	36.01
		82305		A/C 4831063843-00001	208-751-930.230	57.57
		82305		A/C 4831063843-00001	208-752-930.230	57.58
		82305		A/C 4831063843-00001	209-751-930.230	26.67
		82305		A/C 4831063843-00001	261-427-930.210	252.49
		82305		A/C 4831063843-00001	281-537-930.230	44.24
		82305		9859184307 AUGUST	588-697-930.210	4.40
						554.23
08/11/2020	AP	82306	VERIZON WIRELESS	283104123-00001 - JULY 2020 CELL & JET PACK SERVICE	101-131-930.210	49.56
		82306		283104123-00001 - JULY 2020 CELL & JET PACK SERVICE	101-131-930.210-COVID-19__	36.01
						85.57
08/11/2020	AP	82307	WAL-MART STORES ASSET PROTECTION	RESTITUTION PAYMENT BY JUSTIN LEE PAXTON 18-36395-SM-3	701-000-271.130	347.61
08/11/2020	AP	82308	WALMART COMMUNITY GEMB	OC ANIMAL CONTROL 2115	212-430-726.000	233.79
08/11/2020	AP	82309	WALTER FAIR	FILING FEE REFUND - NO NOTICE TO QUIT SERVED WALTER FAIR V (101-133-607.150		5.00
		82309		FILING FEE REFUND - NO NOTICE TO QUIT SERVED WALTER FAIR V (101-136-607.150		12.00
		82309		FILING FEE REFUND - NO NOTICE TO QUIT SERVED WALTER FAIR V (701-000-228.058		28.00
		82309		FILING FEE REFUND - NO NOTICE TO QUIT SERVED WALTER FAIR V (701-000-228.560		10.00
						55.00
08/11/2020	AP	82310	WASH N GO MANAGEMENT INC	CAR WASH INVOICE JULY	101-301-920.400	6.00
		82310		INV 11980	212-430-920.410	36.00
						42.00

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08/11/2020	AP	82311	WILBER AUTOMOTIVE SUPPLY INC	192366 GENERATOR	588-698-726.025	16.87
		82311		192477 STOCK	588-699-726.050	9.98
						<hr/> 26.85
08/11/2020	AP	82312	WINN TELECOM	989-705-1786 AUGUST	588-697-930.210	224.76
			TOTAL - ALL FUNDS	TOTAL OF 112 CHECKS		732,966.22