

January 12, 2016

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

Roll Call:

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

Excused: Erma Backenstose.

Motion by Commissioner Paul Liss, seconded by Commissioner Ken Glasser, to approve the Regular minutes of December 15, 2015 with attachments and the Regular minutes of January 5, 2016. A motion by Commissioner Paul Beachnau, seconded by Commissioner Ken Glasser, to amend the following motion: Motion by Commissioner Paul Beachnau, seconded by Commissioner Paul Liss, to approve a budget amendment for 2016 to ~~contribute~~ *provide matching funds of \$50,000* to the Village of Vanderbilt for grant match for the Vanderbilt Trailhead Project and to provide \$5,000 to the Village of Vanderbilt for plan development costs. The \$50,000 grant match to be returned by the Village in the event the project does not move forward. Vote on amendment-Unanimous. Vote on amended motion-Unanimous. Motion carried.

Commissioner Ken Glasser requests item E the Village of Vanderbilt Trailhead Project be removed from the consent agenda and placed under new business.

Consent Agenda:

Motion to approve FY 2016 9-1-1 Fund Budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion to reappoint Mary Sanders to the Otsego County Emergency Medical Services Board with the term to expire 12-31-2018.

Motion to approve the EMS Component Unit Agreement. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve FY 2016 Sheriff Budget Amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve FY 2016 Capital Projects Budget Amendment. Ayes: Unanimous. Motion carried. (see attached)

#### Committee Reports:

Motion by Commissioner Doug Johnson, seconded by Ken Glasser, to adopt Resolution OCR 16-01, Otsego County Community Recreation Plan 2012-2016 Amendment.

#### Roll Call Vote:

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

Nays: None.

Excused: Erma Backenstose.

Motion carried/Resolution adopted. (see attached)

#### Administrator's Report:

John Burt reported on the Courthouse Plaza project, stonework being done on the fountain and tables; EMS building almost complete; applied for a \$30,000 grant for trailhead project; interviewed 4 people for the Parks and Recreation Director.

#### Special Presentation:

Steve Rollins reported on the Northern Michigan Veterans Coalition.

#### City Liaison, Township and Village Representative:

Commissioner Julie Powers-Gehman reported on the City Council meeting, Marijuana Ordinance passed; Ordinance passed to allow chickens in the City limits; DDA appointments.

Robert Tholl reported on the Road Commission, public hearing was held to approve the amended 2015 budget and the 2016 budget; Reorganizational meeting held; moving to 1 meeting a month; inventory finished, less salt used; met with the Townships regarding projects they would like done

Correspondence: None.

#### New Business:

Motion by Commissioner Robert Harkness, seconded by Commissioner Doug Johnson, to approve the December 21, 2015 Special Warrant and the December 22, 2015 Warrant for a total amount of \$467,801.58 Ayes: Unanimous. Motion carried.

Motion by Commissioner Ken Glasser, seconded by Commissioner Julie Powers-Gehman, to approve the December 29, 2015 Special Warrant and the December 29, 2015 Warrant for a total amount of \$168,497.47. Ayes: Unanimous. Motion carried.

Motion by Commissioner Bruce Brown, seconded by Commissioner Paul Liss, to approve the January 5, 2016 Warrant for a total amount of \$64,044.19. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, seconded by Commissioner Julie Powers-Gehman, to approve the January 12, 2016 Warrant for a total amount of \$312,488.32. Ayes: Unanimous. Motion carried.

Motion to rescind the motion from the December 15, 2015 meeting to approve \$5,000 to the Village of Vanderbilt for plan development costs for the Vanderbilt Trailhead Project and move to provide \$5,000 to Corwith Township for plan development costs for the Vanderbilt Trailhead Project. Ayes: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Robert Harkness, Doug Johnson, Ken Borton, Bruce Brown. Nays: Ken Glasser. Excused: Erma Backenstose. Motion carried. (see attached)

Commissioner Paul Beachnau introduced the Leadership of Otsego County program students in the audience.

Public Comment:

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Paul Liss had no report.

Commissioner Bruce Brown had no report.

Commissioner Ken Glasser attended the MSU extension visioning meeting; Bagley Township meeting, looking into disbanding their DDA.

Commissioner Paul Beachnau reported business after hours at the Airport 1-13-2016; Veteran's coffee gathering held at the airport.

Commissioner Julie Powers-Gehman had no report.

Commissioner Robert Harkness reported on the milfoil in Big Lake.

Commissioner Doug Johnson reported on the Parks and Recreation meeting, recreation plan was discussed, election of officers.

Commissioner Ken Borton attended the Bagley Township meeting, agreed to funding for the trailhead project, disbanding their DDA; Attended MAC environmental regulatory affairs meeting in Lansing.

Meeting adjourned at 10:13 a.m.

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Kenneth C. Borton Chairman

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Susan I. DeFeyer, Otsego County Clerk



## OTSEGO COUNTY BUDGET AMENDMENT

**FUND/DEPARTMENT:** 911 Fund

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

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

**DESCRIPTION** To record equipment purchase (mobile laptops for patrol vehicles), \$18,000 grant-funded, \$3,060 funded by the 911 Fund

**REVENUE**

Account Number	Decrease	Increase
261-030-676.040 Reimbursement	\$	\$ 18,000
261-050-400.001 Budgeted Use of Fund Balance	\$	\$ 3,060
	\$	\$
	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$ 21,060</b>

**EXPENDITURE**

Account Number	Increase	Decrease
261-901-970.440 Property-computers	\$ 21,060	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	<b>\$ 21,060</b>	<b>\$ 21,060</b>

Rachel Trish 12/18/15  
 Department Head Signature Date

[Signature] 12/20/15  
 Administrator's Signature Date

1/12/16  
 Board Approval Date (if necessary)

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

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

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

**AMENDED AND RESTATED  
AGREEMENT FOR OPERATING AND MAINTAINING  
AMBULANCE AND RESCUE SERVICE FOR OTSEGO COUNTY**

THIS AGREEMENT effective as of this 22 day of DECEMBER, 2015, by and among the County of Otsego, Michigan (hereafter the "County" and the "Commissioners"), organized and existing under the constitution and laws of the State of Michigan, and Otsego County Ambulance Corps, Inc. /dba/ Otsego County Emergency Medical Services (hereafter OCEMS), a Michigan non-profit corporation.

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

I. GENERAL AGREEMENT

Under the provisions of this Agreement, the County hereby contracts with the OCEMS to operate an ambulance service to provide advanced life support, ambulance and rescue service in and about Otsego County.

II. TERMS AND AMENDMENT

A. TERMS

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

B. DURATION

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

C. EXTENSION

(i) Further, the terms of this Agreement shall be automatically extended, unless otherwise modified in accordance with the terms set forth herein, upon renewal of the OCEMS millage. This automatic extension shall be for the period of the millage renewal.

(ii) Further, this Agreement may be extended for such lengths or periods of time as the parties may mutually agree upon in writing.

D. AMENDMENT

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

III. FINANCIAL GOVERNANCE

A. ANNUAL BUDGET

(i) OCEMS will present an annual budget to the Commissioners prior to October 1<sup>st</sup> of each year, unless additional time is given by the County, in the format required by the Finance Committee, along with any associated information requested, for the operations of OCEMS for the following year beginning January 1<sup>st</sup>.

(ii) Prior to December 31<sup>st</sup> of each year, the Commissioners shall consider for approval the final budget for the operation of the OCEMS.

(iii) BUDGET AMENDMENTS: Budget amendments must be approved by the OCEMS Board and then forwarded to the Otsego County Finance Department. OCEMS shall provide an updated copy of its annual budget to the Otsego County Finance Department each time

the OCEMS budget is amended, ensuring that the County has a current, updated budget at all times during the fiscal year.

**B. FINANCIAL REPORTING**

- (i) Beginning with the quarter ended **December 2015**, OCEMS shall provide the following quarterly accounting reports to the Otsego County Finance Department:
  - (1) Balance Sheet – including all assets, liabilities, and fund equity
  - (2) Budget Report – including the amended budget and actual amounts for all revenues and expenditures.
  - (3) Quarterly reports must be submitted no later than the 15<sup>th</sup> day of the month following quarter-end.
- (ii) Beginning with the month ended **November 2015**, OCEMS shall provide the following monthly accounting reports to the Otsego County Treasurer:
  - (1) Report reconciling the general ledger balances in the receiving fund to the balances in the operating fund.
  - (2) Monthly reports must be submitted no later than the 15<sup>th</sup> day of the next month.
- (iii) OCEMS shall attest to the completeness and accuracy of all financial information. The County will rely on the reports to be complete and accurate upon submission.
- (iv) All corporate and financial records of OCEMS shall be available to the County or its auditors upon reasonable request.
- (v) AUDITS – OCEMS will be audited under the umbrella of the County, as a discretely presented component unit. The County may, at its discretion, engage the auditors to perform additional procedures. OCEMS and the County may find it desirable for OCEMS to be audited under separate cover (still included in the County's audit report as a discretely presented component unit). In such an instance, the County will choose the auditing firm.

**C. CUSTODY OF CASH AND INVESTMENTS**

- (i) All OCEMS monies shall be deposited with a bank or trust company designated by the County and approved by OCEMS. The monies may be kept in one bank account, and shall be invested as practical by the Otsego County Treasurer as authorized by law.
- (ii) All deposits must be accompanied by supporting documentation, in the format required by the Otsego County Treasurer.
- (iii) All transfers out for OCEMS disbursements must also be accompanied by supporting documentation, in the format required by the Otsego County Treasurer.
- (iv) OCEMS shall attest to the completeness and accuracy of the supporting documentation submitted for all deposits and disbursement transfers. The County will rely on the documents to be complete and accurate upon submission. OCEMS further attests that the deposits and disbursement transfers have been subject to the appropriate level of review before submission.

**D. FUNDS**

- (i) Operating Fund
  - a. Any amount of operating funds, which are appropriated to OCEMS by the Commissioners from the OCEMS operating millage, shall be expended for daily operations or capital improvements.
  - b. Such expenditures shall only be completed if they are included in the budget or approved by a specific resolution of the Commissioners.
  - c. All revenues raised by rates and charges of OCEMS shall be used solely for the operation and maintenance of OCEMS.
  - d. The operating fund general ledger shall be maintained by OCEMS.

- (ii) Capital Outlay Fund
    - a. If there are sufficient funds, there may be set aside, in a capital outlay fund, such sums, as OCEMS may deem advisable. All monies in the capital outlay fund shall be used solely for equipment (heavy rescue, ambulances and appropriate medical equipment), and repairs, replacements or improvements.
    - b. Any and all equipment required, by law, will be purchased by OCEMS in the name of the County to insure proper licensing and insuring of such equipment.
- E. SURPLUS/DEFICIT
- (i) Surplus
    - a. Any surplus realized by OCEMS will be retained by OCEMS. During the budget process, OCEMS and the County will discuss potential uses of surplus monies (e.g. used for capital purchases, retained to enhance fund balance level, etc.).
  - (ii) Deficits
    - a. Should any year's operations result in a deficit (other than a planned reduction of fund balance that has been previously approved by the Commissioners), OCEMS agrees to:
      - i. Immediately meet with the Otsego County Budget and Finance Committee to develop a satisfactory deficit correction plan, which may include increased fees or reduced expenses.
      - ii. Should this action prove to be insufficient to correct the deficit operations, OCEMS agrees to revise the plan, and further increase fee revenue or cut expenditures to ensure that the deficit will be repaid in the next three quarters.
      - iii. Failure to operate without a deficit may result in termination of this Agreement by the County.
- F. ASSETS
- (i) All assets of OCEMS are the property of the County.
  - (ii) Accordingly, OCEMS shall follow the Otsego County Capital Asset Disposal Policy.
  - (iii) OCEMS will provide an updated list of all Capital Assets to the Otsego County Finance Department annually, each January for the preceding year.
  - (iv) OCEMS will provide an updated list of all Vehicles to the Otsego County Bus System each time a vehicle is either added to or removed from service.
  - (v) The County shall provide property insurance, addressed in the PROPERTY INSURANCE section of this Agreement.
- G. LONG-TERM DEBT
- (i) All long-term debt incurred by OCEMS must first be approved by the Commissioners, along with a financial plan to satisfy all debt requirements, submitted by OCEMS.
  - (ii) In the event of default of payments of long-term debt, refer to the EVENTS AND REMEDIES OF DEFAULT section of this Agreement.
- H. CAPITAL IMPROVEMENT PLAN
- (i) OCEMS shall submit annually, along with its proposed budget, by October 1<sup>st</sup>, a five-year plan containing a list of planned building, equipment, and vehicle purchases and major repairs and maintenance on such items.
  - (ii) The plan and all such capital expenditures shall be approved by the Commissioners by December 31<sup>st</sup>, as part of the budget approval process.
- I. OPERATING YEAR
- (i) It is the expectation of the County to continue levying the full OCEMS millage permitted by law.

- (ii) OCEMS shall have, as its operating year, one which shall coincide with the County's fiscal year which is the calendar year beginning in January. With the consent of the OCEMS, the County may levy less than the full millage.

IV. MAINTENANCE AND REPAIRS

A. REPAIRS - PREMISES

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

B. REPAIRS - EXTERNAL

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

V. OPERATION AND MAINTENANCE

A. OPERATION AND MAINTENANCE

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

VI. ALTERATIONS

A. ALTERATIONS TO THE PREMISES

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

B. COSTS AND EXPENSES OF ALTERATIONS

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

C. OWNERSHIP OF IMPROVEMENTS

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

VII. PROPERTY INSURANCE

A. COST OF INSURANCE

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

Insurance shall include motor vehicle liability coverage.

B. POLICY TYPE

- Such policy shall be an all risks policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without limitation, flood, theft, vandalism, wind, lightning, act of war or terrorism, and malicious mischief. Coverage shall also include the cost of extra expense, for a period of 12 months, incurred by reason of the total or partial loss or damage to the premises caused by an insured peril.

VIII. LIABILITY

A. COST OF INSURANCE

OCEMS, at its expense, shall provide comprehensive/commercial general liability insurance protecting OCEMS, the County and the Commissioners of the County, the members of the Ambulance Board and their respective agents, officers and employees.

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

B. POLICY TYPE

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

C. NAMED INSUREDS

- (i) OCEMS and the County shall all be named insureds on all insurance policies required hereunder and all insurance proceeds shall be payable to OCEMS and the County according to their respective interests.
- (ii) Upon request, OCEMS shall provide the County with certified copies of the insurance policies or other evidence indicating that the insurance is in effect.
- (iii) In addition, the County shall be notified in writing at least thirty (30) days prior to cancellation, non-renewal or any material reduction of the any coverage.
- (iv) All insurance maintained pursuant to this Agreement shall contain a clause or endorsement under which the insurer waives all rights of subrogation against any and all of the parties to this Agreement and their respective officers, commissioners, agents, and employees, with respect to losses payable under the policy.
- (v) The proceeds of any insurance shall be paid to the County, which shall deposit the funds in the capital improvement fund for the purpose of paying the cost of repair and restoration of the OCEMS premises and equipment.
- (vi) All policy forms, limits and deductibles shall be subject to approval by the County and OCEMS.

IX. OPERATIONAL INTEGRITY

A. OPERATIONS

The County covenants and agrees with OCEMS, subject to the performance by OCEMS of all of the terms, covenants, and conditions of this Agreement to permit OCEMS to operate the service for the County. OCEMS may employ such persons in such capacities as it deems advisable and may make such rules and regulations as it deems advisable and necessary to assure the efficient management and operation of OCEMS. Further, OCEMS, with the approval of the Ambulance Board, shall have the authority, power, and ability to obtain, lease, purchase, acquire or transfer, sell, or dispose of such equipment as is necessary to carry out its obligations to the citizens of Otsego County.

B. BOARD MEMBERSHIP

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

C. MUTUAL AID AGREEMENTS

The OCEMS and the Ambulance Board may enter into such mutual aid Agreements with townships or other political entities as it deems appropriate for the protection of health, safety, and welfare of the citizens of Otsego County.

C. CHARGES FOR SERVICES

The establishment of all charges for advanced life support, ambulance or rescue services shall be under the complete and exclusive control of OCEMS and the Ambulance Board. All bill processing for these services shall be the sole responsibility of OCEMS.

D. PERSONNEL

(i) All personnel staffing OCEMS equipment and premises, other than township personnel staffing rescue vehicles, first responders or personnel staffing fire equipment, shall be deemed to be employees of OCEMS.

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

(iii) If applicable, the County Administrator (or designee(s) of the County Administrator) shall take part in the union negotiation process. The Commissioners shall have final approval of all union contracts.

E. CONTRACTING

OCEMS, with the approval of the Ambulance Board, shall have the exclusive authority to enter into such transport, standby and special event contracts or other agreements or contracts for services as deemed necessary to carry out its obligations to the citizens of Otsego County.

X. INSPECTION

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

XI. EVENTS AND REMEDIES OF DEFAULT

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

(i) OCEMS fails to submit and operate within the budget required by Section III.

(ii) Any representation or warranty made by OCEMS in this Agreement, or which is contained in any certificate or other document delivered at any time pursuant to this Agreement proves to have been false, incorrect or incomplete in any material respect when made or deemed to be made.

(iii) OCEMS fails to observe or perform any covenant or Agreement contained in this Agreement or in any certificate or other document delivered pursuant to this Agreement (other than those covered by clause (i) above) for thirty (30) days after written notice, as set forth herein, thereof shall have been given to OCEMS by the County.

(iv) OCEMS files a petition in bankruptcy, insolvency, dissolution or for reorganization or arrangement under the laws of the United States or of any state, or voluntarily takes advantage of any such law, or act, or is dissolved, (voluntarily or involuntarily) or makes an assignment for the benefit of creditors.

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

(vi) OCEMS ceases to operate or indicates its intention to do so.

(vii) OCEMS defaults on any long-term debt covenants or payments.

**B. REMEDIES IN EVENT OF DEFAULT**

If any event of default as defined in this Agreement shall occur and be continuing for a period of 90 days or more following written notice of default:

(i) The County shall have the right, but not the obligation, to take any of the following action:

(a) The County may terminate this Agreement.

(b) The County, through its Commissioners, officers, agents or employees, shall, at all times, have the right to enter the premises for inspection as set forth above, and to prevent waste, damage or destruction.

(c) In the event of financial insolvency, bankruptcy, or cessation of operations, all assets (including but not limited to: cash, investments, receivables, and capital assets), all liabilities (including long-term debt), and fund balances for all OCEMS funds shall revert to the County immediately.

(ii) The rights provided for in this Section cumulative and are not exclusive of any other right, privilege, or remedy provided by law or in equity.

**XII. WAIVERS**

**A. FAILURE TO DELAY OR EXERCISE**

No failure or delay on the part of the County or OCEMS in exercising any right, power, or remedy contained in this Agreement shall operate as a waiver of any right, duty, requirement, or obligation provided by this Agreement.

**B. PARTIAL EXERCISE**

No single or partial exercise by the County or OCEMS of any right or remedy shall preclude other or future exercise thereof or the exercise of any other right or remedy.

**XIII. ASSIGNMENT**

OCEMS and the County agree not to sell, assign, mortgage, pledge or in any way transfer this Agreement.

**XIV. NOTICE**

All notices, requests, and other communications to any party to this Agreement shall be in writing and shall be given to each party at its address set forth below or such other address as such party may hereafter specify, in writing:

If to OCEMS:

Otsego County Emergency Medical Services  
P.O. Box 642  
Gaylord, MI 49734  
Attn: EMS Chief

If to the County: County of Otsego  
225 West Main Street  
Gaylord, MI 49735  
Attn: Otsego County Administrator

XV. SEVERABILITY

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

XVI. GOVERNING LAW

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

XVII. CAPTIONS

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

XVIII. OTHER AGREEMENTS

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

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

OTSEGO COUNTY EMS

By: Mary M. Sanders  
MARY M. SANDERS  
Its: Chairman

COUNTY OF OTSEGO

By: \_\_\_\_\_  
KENNETH BORTON  
Chairman, Otsego County Board of Commissioners



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**FUND/DEPARTMENT:** General Fund/Sheriff

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** Amend 2016 budget to reflect new POLC union contract-page 1 of 2

**REVENUE**

Account Number	Decrease	Increase
101-050-400.001 Budgeted Use of Fund Balance	\$	\$ 17,809
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
101-301-703.030 Hourly wages	\$ 7,817	\$
101-301-704.800 Personal time buyout	\$ 2,000	\$
101-301-704.200 Payroll taxes	\$ 667	\$
101-301-704.600 Workers comp	\$ 276	\$
101-301-704.300 Retirement	\$ 2,497	\$
101-301-704.140 Life/disability	\$ 61	\$
<b>Total</b>	\$	\$

*Rachel Frisch*

Department Head Signature

Date

*JA*

Administrator's Signature

Date

12/20/15

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

1/12/16

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**FUND/DEPARTMENT:** General Fund/Sheriff

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** Amend 2016 budget to reflect new POLC union contract-page 2 of 2

**REVENUE**

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

**EXPENDITURE**

Account Number	Increase	Decrease
101-334-703.030 Hourly wages	\$ 1,166	\$
101-334-704.800 Personal time buyout	\$ 288	\$
101-334-704.200 Payroll taxes	\$ 148	\$
101-334-704.600 Workers comp	\$ 42	\$
101-334-704.300 Retirement	\$ 86	\$
101-334-704.140 Life/disability	\$ 9	\$
<b>Total</b>	\$ 17,809	\$

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

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

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

1/12/16

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



**OCR 16-01**  
**Otsego County Community Recreation Plan 2012-2016 Amendment**  
**Resolution of Adoption**

Otsego County Board of Commissioners

January 12, 2016

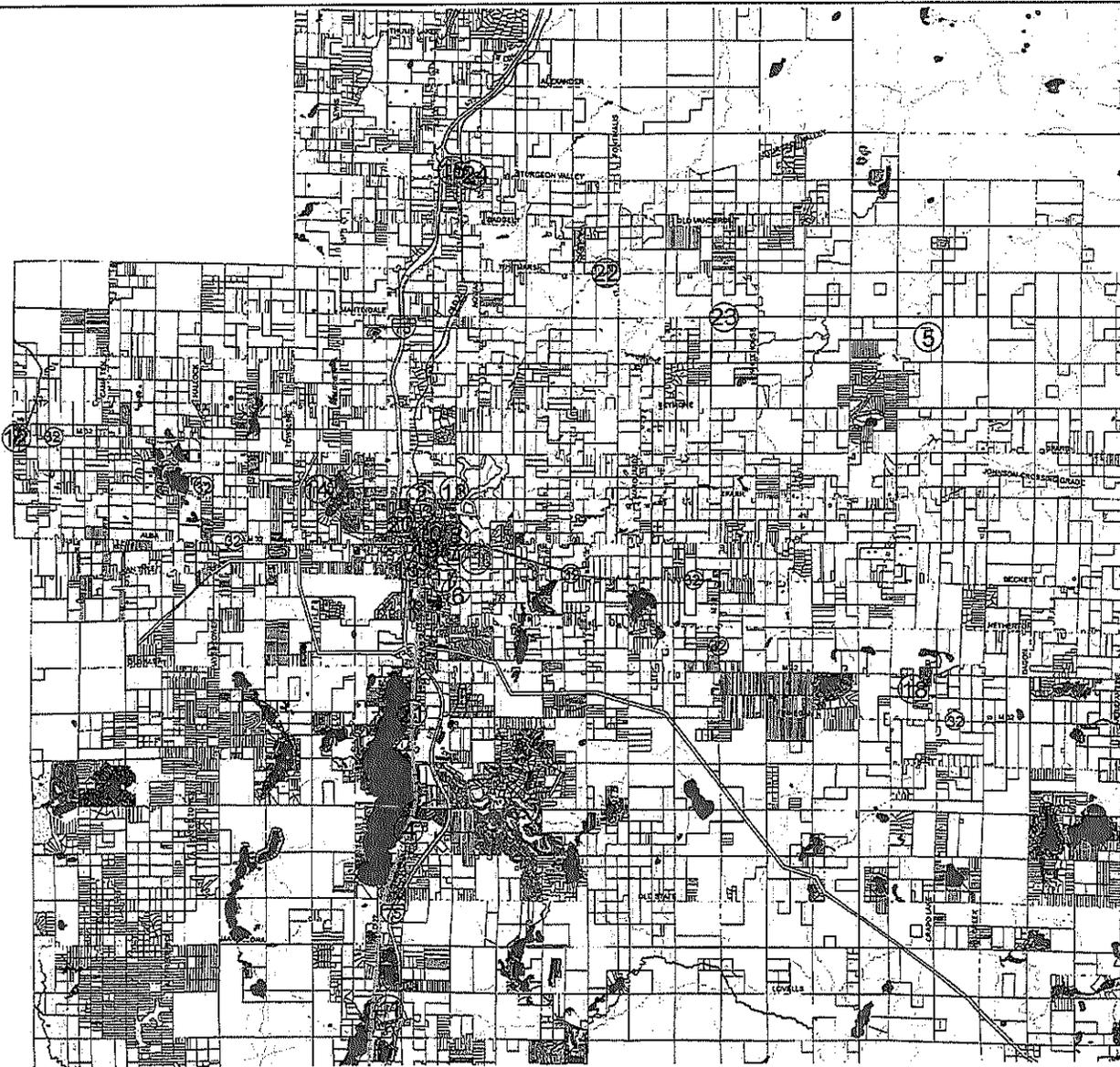
**WHEREAS**, the Otsego County Parks and Recreation Commission has undertaken the Otsego County Community Recreation Plan 2012-2016 Plan Amendment originally adopted in 2011 and indicated actions to be taken to improve and maintain recreation facilities during the same five year period; and

**WHEREAS**, a public hearing was held on December 14, 2015 at the Otsego County Parks and Recreation Commission regular meeting to provide an opportunity for citizens to express opinions, ask questions, and discuss all aspects of the Recreation Plan Amendment; and

**WHEREAS**, following the public hearing, the Otsego County Parks and Recreation Commission voted to adopt said Otsego County Community Recreation Plan 2012-2016 Plan Amendment and recommended approval to the Otsego County Board of Commissioners; now, therefore, be it

**RESOLVED**, that the Otsego County Board of Commissioners do approve and hereby adopt the Otsego County Community Recreation Plan 2012-2016 Plan Amendment as a guideline for improving recreation for the residents of the Otsego County community.

## ADDITIONAL COUNTY WIDE RECREATIONAL PARKS & FACILITIES



- ① - HUTCHINS LITTLE LEAGUE PARK
- ② - GAYLORD SOCCER COMPLEX
- ③ - OTSEGO COUNTY FAIR GROUNDS
- ④ - OTSEGO LAKE STATE PARK
- ⑤ - PIGEON RIVER COUNTRY STATE FOREST
- ⑥ - ASPEN PARK
- ⑦ - GEORGE DOUMAS MEMORIAL PARK
- ⑧ - FREEL MEMORIAL PARK
- ⑨ - JOSEPH N. HALE MEMORIAL PARK
- ⑩ - CLAUDE SHANNON PARK
- ⑪ - REMI & EDNA SCHOTTE MEMORIAL TOWNSHIP PARK
- ⑫ - ELMIRA TOWNSHIP PARK
- ⑬ - ALTERNATIVE LANDSCAPING GARDEN
- ⑭ - FIVE LAKES NATURAL AREA
- ⑮ - VANDERBILT MEMORIAL PARK
- ⑯ - GAYLORD RAMP PARK
- ⑰ - ELK VIEW PARK
- ⑱ - CHARLTON TOWNSHIP PARK
- ⑲ - OTSEGO COUNTY COURTHOUSE PLAZA
- ⑳ - OTSEGO COUNTY DOG PARK
- ㉑ - NORTH CENTRAL STATE TRAIL EXTENSION
- ㉒ - Sturgeon River Preserve
- ㉓ - MI Wildlife and Forest Preserve
- ㉔ - Vanderbilt Trailhead

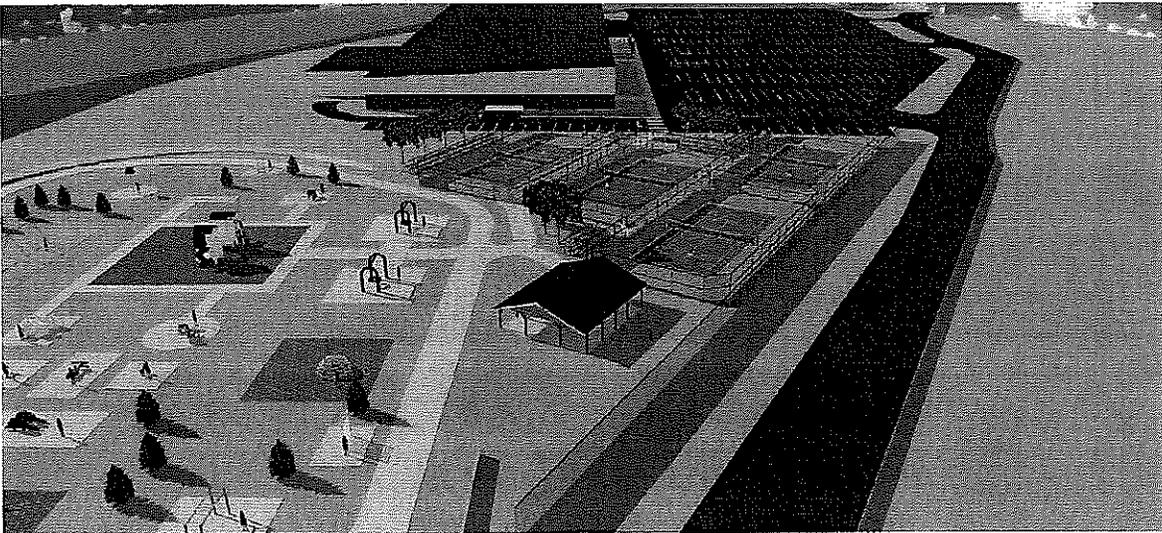
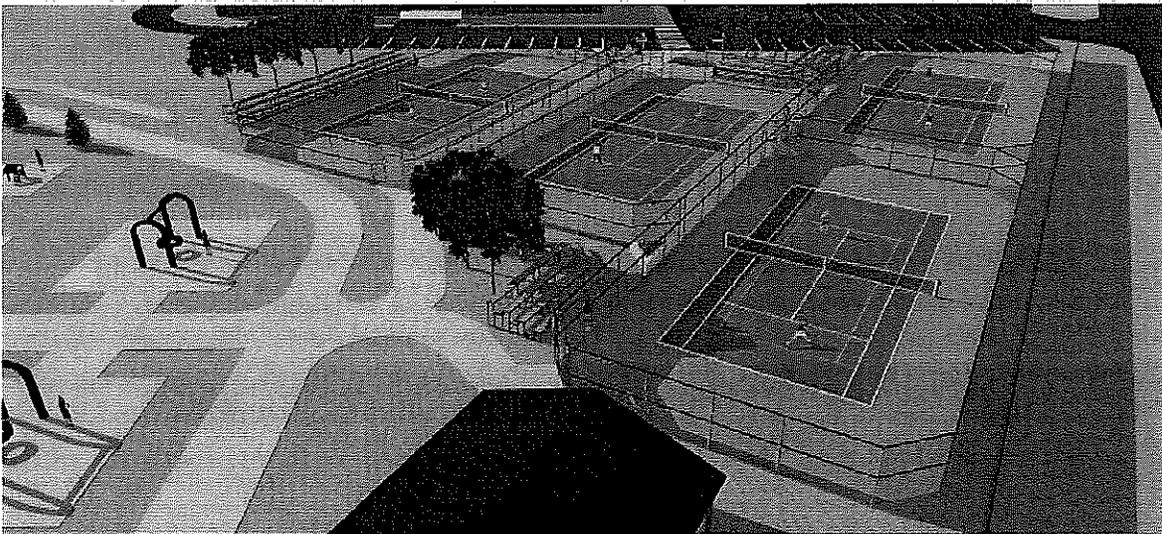
PROPOSED NORTH CENTRAL STATE TRAIL EXTENSION  
(SEE 21)



**Project – Construct outdoor tennis courts at the Otsego County Sportsplex**

Description The Alpine Regional Tennis Association (ARTA) would like to help secure financing and construction of four adjacent outdoor tennis courts on the Sportsplex property to allow for growth and development of tennis programs in our county. Four outdoor courts would allow for increased access for people of all ages to learn and play tennis, thus contributing to physical fitness, reducing obesity and enhancing general well-being. A tennis facility would also allow for development of high school tennis teams and provide a site for tennis tournaments. Funds will be secured from various grants, including, but not limited to the Michigan DNR Passport and Trust Funds, United States Tennis Association and local fundraising. The Sportsplex will have a plan in place for maintenance of the facility prior to construction taking place.

Goals and Objectives met These improvements will respond to public demand for expanded outdoor recreational facilities (Objective 1A, 1B, 2C, 3C, 5A, and 5B).



**Project –Construct indoor multi-purpose facility at the Otsego County Sportsplex**

Description Construction of a multi-purpose facility at the Otsego County Sportsplex would allow for expanded recreational access for county residents, thereby improving the quality of life for residents and visitors alike. An indoor facility would provide a place to play and teach various sports including tennis, baseball, football, cheerleading, etc. during the winter months. The Sportsplex will have a plan in place for maintenance of the facility prior to construction taking place.

Goals and Objectives met Construction of a multi-purpose indoor facility would respond to public demand for expanded indoor recreational facilities (Objective 4A) and allow for multiple indoor events and activities simultaneously (Objective 4B). Having an indoor facility, where increased opportunities for recreational activity of various sorts, during the winter months, will meet other objectives. (Objectives 1A, 1B, 2C, 3C).

**Project –Iron Belle Trail / North Central State Trail Expansion and Gaylord Trailhead**

Description Otsego County has been working for several years with the Michigan Department of Natural Resources, as well as Bagley Township, Otsego Lake Township, the City of Gaylord, and the Gaylord Area Convention & Tourism Bureau on the establishment of a downtown Gaylord Trailhead for the Iron Belle Trail/North Central State Trail and expand the existing trail from its current terminus at Fairview Avenue in Gaylord south along the railroad to the south county border. The trail will be dual-purpose with snowmobiling in the winter and non-motorized activities during the other months. The County will have a maintenance plan in place prior to construction.

Goals and Objectives met The project will improve existing recreational offerings and facilities for recreation (Goal 2). The project will also expand outdoor recreational opportunities (Objective 5B).

**Project –Iron Belle Trail / North Central State Trail Vanderbilt Trailhead**

Description The Village of Vanderbilt and Corwith Township are developing a trailhead in downtown Vanderbilt for the North Central State Trail/Future Iron Belle Trail. Improvements may include parking, tennis courts, a pavilion, restroom, and various other features. The Village of Vanderbilt and Corwith Township will have a maintenance plan in place prior to construction.

Goals and Objectives met The project will improve existing recreational offerings and facilities for recreation (Goal 2). The project will also expand outdoor recreational opportunities (Objective 5B).

### **Project –Otsego County Sportsplex Skateboard Park**

Description The City of Gaylord previously had a skateboard park. Once the site hosting the skateboard park was no longer available, the City began looking for an alternate location. The City and the Otsego County Sportsplex are planning on relocating the park to the Sportsplex property. The City would own the skateboard park equipment, and would have an agreement with the Sportsplex simply to provide a location. The City and Sportsplex plan on entering into an agreement defining responsibilities of maintenance.

Goals and Objectives met The project will improve existing recreational offerings and facilities for recreation (Goal 2). The project will also expand outdoor recreational opportunities (Objective 5B).

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



**EXECUTIVE SUMMARY**

<b>AGENDA ITEM:</b>  Vanderbilt Trailhead	<b>AGENDA DATE:</b>  January 12, 2016
<b>AGENDA PLACEMENT:</b>  Consent Agenda, Item E.	<b>ACTION REQUESTED:</b>  Motion to Approve
<b>STAFF CONTACT(S):</b>  John Burt, County Administrator	<b>ATTORNEY REVIEW:</b>  No

**BACKGROUND/DISCUSSION:**

At its December 15, 2015 regular meeting, the County Board approved \$5,000 to the Village of Vanderbilt for plan development costs for its trailhead along the North Central State Trail. The Village is working with Corwith Township on the project. Corwith Township is taking the lead for planning of the project. The motion should have been to provide the funds to the Township rather than the Village.

**MOTION 1:**

Move to rescind the motion from the December 15, 2015 meeting to approve \$5,000 to the Village of Vanderbilt for plan development costs for the Vanderbilt Trailhead Project.

**MOTION 2:**

Move to provide \$5,000 to Corwith Township for plan development costs for the Vanderbilt Trailhead Project.