

March 29, 2012

The Regular meeting of the Otsego County Board of Commissioners was held in the County Building at 225 West Main Street, Room 100. The meeting was called to order at 9:33 a.m. by Chairman Paul Beachnau. Invocation by Commissioner Ken Borton, followed by the Pledge of Allegiance led by Chairman Paul Beachnau.

Roll call:

Present: Clark Bates, Paul Beachnau, Paul Liss, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton,

Excused: Lee Olsen, Bruce Brown.

Motion by Commissioner Clark Bates, to approve the regular minutes of March 13, 2012 with attachments. Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to approve the budget amendment to establish the budget for the Pre-Disaster Mitigation Grant and to transfer \$10,000 from the 911 Fund (Fund 261) to cover the initial expenses of the Pre-Disaster Mitigation Grant, to be set up as a due to/from loan to be repaid in full once reimbursement is received. Ayes: Unanimous. Motion carried. (see attached)

Motion to adopt, OCR 12-11 Commendation in Honor of Patricia Osburn.

Roll Call Vote:

Ayes: Clark Bates, Paul Beachnau, Paul Liss, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton.

Nays: None.

Excused: Lee Olsen, Bruce Brown.

Motion carried/Resolution adopted. (see attached)

Administrator's Report:

John Burt reported on the water damage at the Alpine Center; Carpet at the Alpine Center; Dedication ceremony at the new Animal Control building; new veterans computer.

Otsego County Community Foundation addressed the Board.

Kelly Heimstra, MSU-E, District 4 Coordinator addressed the Board.

Department Head Report:

Diann Axford updated the Board on the Treasurer's department.

Motion to approve the Friendship Housing Center Agreement with the associated budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Mary Sanders reported on the MTA personal property tax information.

Roberta Tholl reported on the Road Commission.

Correspondence:

Chairman Paul Beachnau received a notice from NEMCOG.

Commissioner Paul Liss received information from ProAct.

New Business:

Motion by Commissioner Ken Borton, to approve the March 20, 2012 Warrant in the amount of \$441,290.40 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Richard Sumerix, to approve the March 27, 2012 Warrant in the amount \$208,520.09 as presented. Ayes: Unanimous. Motion carried.

Motion to set the Prosecutor's salary Brendan Curran at Step 3 at an \$84,288.12 annual salary. Ayes: Unanimous. Motion carried.

Motion by Commissioner Erma Backenstose, to approve the 2012 budget amendment for Alpine Center water damage repairs in the amount of \$25,000 from contingency to 499 specific project. Ayes: Unanimous. Motion carried. (see attached)

Public Comment:

Carol Muse addressed the Board.

Board Remarks:

Commissioner Clark Bates: City council meeting.

Commissioner Doug Johnson: MAC meeting.

Commissioner Rich Sumerix: Consortium meeting.

Commissioner Ken Borton: MAC meeting.

Commissioner Erma Backenstose: MAC meeting.  
Attended Patricia Osburn's Recognition.

Commissioner Paul Liss: Airport open house May 19<sup>th</sup>.

Chairman Paul Beachnau:

Chamber Legislative Coffee 4-16-12 at 9:00 at the School  
Board Office.

State of the Community luncheon May 15, 2012 at 11:30 at  
Otsego Club.

Recycling pilot project April 7<sup>th</sup>.

Meeting adjourned at 10:34 a.m.

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Paul M. Beachnau, Chairman

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Susan I. DeFeyter, Otsego County Clerk



**OCR 12-11**  
**COMMENDATION IN HONOR OF PATRICIA OSBURN**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
March 29, 2012

**WHEREAS**, Patricia Osburn's family moved to the Gaylord area when she was in third grade and she went on to graduate from Gaylord High School; and

**WHEREAS**, after graduation Patricia went on for more schooling in California where she ended up living with her husband and sons for over 18 years; and

**WHEREAS**, upon Patricia's return to Gaylord she was hired as the Administrator of the Otsego Conservation District; and

**WHEREAS**, Patricia has served the Otsego Conservation District for the past 16 years; and

**WHEREAS**, Patricia's obvious love for protecting the area's natural resources and educating the Public, especially children, has had a major impact on Otsego County; and

**WHEREAS**, Patricia has been active in helping to establish the Louis M. Groen Nature Preserve in Johannesburg; and

**WHEREAS**, Patricia serves as the County's soil erosion officer as well, and in this role she educates county landowners in understanding the impact of building near water and how it can affect soil; and

**WHEREAS**, Patricia holds the honor of being named the 2012 recipient of the "Woman Making History" award given by the American Association of University Women for her work in creating the Alternative Conservation Demonstration Garden and Conservation Forest; and

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

**RESOLVED**, that the Otsego County Board of Commissioners, hereby recognizes and honors the outstanding contributions that Patricia Osburn has made to our community and the time and work she continues doing to help ensure that Otsego County remains the beautiful place that it is.

## Homeless Shelter Services Agreement

This Agreement, entered into this day of March 29, 2012, between the County of Otsego, hereinafter called the "County" and The Friendship Housing Center, Inc., hereinafter called the "Service Provider."

Witnesseth:

1. Term and Termination. The County agrees to contract with the Service Provider for the term beginning January 1, 2012 to and including December 31, 2012 to emergency shelter housing for Otsego County homeless families and individuals.

It is mutually understood and agreed that this Agreement does not confer any right to the Service Provider to continue providing services to the County beyond the expiration date of this Agreement.

2. Performance. The Service Provider agrees to provide and perform all services as outlined in the Description of Services, in a competent and professional manner.

3. Description of Services. The Service Provider shall provide temporary emergency shelter housing to homeless residents of Otsego County, including but not limited to providing the living facilities and associated amenities, education training, and transportation. There shall be no set number of individuals that will be serviced as part of this contract. Service is based on the availability of beds at the shelter.

4. Fee. The County agrees to pay the Service Provider the amount of \$2,000.00 per year for services listed in Item 3 payable at the beginning of the Agreement. The Service Provider shall submit a report at the end of the Agreement containing information on the number of Otsego County residents served, along with total bed days used by Otsego County residents during the term of the Agreement.

5. Relationship of Parties. Service Provider agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the County and that Service Provider acquires none of the rights, privileges, powers, or advantages of County employees.

6. Hold Harmless. Service Provider shall indemnify, defend and hold harmless the County, its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services of this Agreement. Such indemnification shall survive the termination of this agreement.

7. Insurance. Service Provider must maintain during the term of this Agreement the following insurance coverage, at a minimum:

Commercial General Liability Insurance in the amount of \$1,000,000.00 per occurrence for property damage and bodily injury, with a \$1,000,000.00 aggregate.

Worker's Disability Compensation Insurance including employer's liability coverage, in accordance with applicable statutes of the State of Michigan.

Motor Vehicle Liability Insurance, and Michigan No-Fault Coverages including all owned, non-owned and hired vehicles.

Proof of Insurance must be provided by the Service Provider to the County by the initiation of this Agreement.







## OTSEGO COUNTY BUDGET AMENDMENT

**FUND/DEPARTMENT: Contingency/Capital Projects**

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)

**REVENUE   Alpine Center Water Damage Repairs**

Account Number	Decrease	Increase
499-050-699.030	\$	\$25,000
-            -	\$	\$
-            -	\$	\$
-            -	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$25,000</b>

**EXPENDITURE**

Account Number	Increase	Decrease
101-941-999.990 Contingency	\$	\$25,000
101-969-999.000 Transfer to Capital Projects Fund	\$25,000	\$
499-901-970.300 Property Improvements	\$25,000	\$
-            -	\$	\$
-            -	\$	\$
-            -	\$	\$
<b>Total</b>	<b>\$50,000</b>	<b>\$25,000</b>

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

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

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

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