

May 8, 2007

The Pre-Board meeting of the Otsego County Board of Commissioners was held in the Multi-Purpose Room of the J. Richard Yuill Alpine Center. The meeting was called to order at 8:35 a.m. by Chairman Glasser.

Present: Backenstose, Beachnau, Bates, Liss, Olsen, Glasser, Johnson, Hyde, Bentz.

Others present: John Burt, Rachel Frisch and Suzy DeFeyter.

A discussion was held regarding a request from the Transition House bringing in neighboring Counties to help with the costs. Matter referred to the Jail Committee to review.

Rachel Frisch met with a representative from Aramark regarding meal service.

A discussion was held regarding the lawsuit.

On June 21, 2007 at 9:00 a.m. in the Multi-Purpose room there is an Equalization/Assessor meeting.

Meeting adjourned at 9:21 a.m. at the call of the Chair.

Kenneth R. Glasser, Chairman

Susan I. DeFeyter, County Clerk

May 8, 2007

The Regular meeting of the Otsego County Board of Commissioners was held in the Multi-Purpose Room of the J. Richard Yuill Center. The meeting was called to order at 9:30 a.m. by Chairman Glasser. Invocation by Commissioner Bates, followed by the Pledge of Allegiance led by Commissioner Olsen.

Roll call:

Present: Backenstose, Beachnau, Bates, Liss, Olsen, Glasser, Johnson, Hyde, Bentz.

The Regular meeting minutes of April 24, 2007 with attachments were approved as presented.

Consent Agenda:

Motion to approve the L&L Agreement. Motion approved via unanimous consent. (see attached)

Motion to adopt OCR-07-20 Bus Millage.

Ayes: Unanimous.

Nays: None.

Motion carried/Resolution adopted via unanimous consent. (see attached)

Motion to adopt OCR-07-21 EMS Millage.

Ayes: Unanimous.

Nays: None.

Motion carried/Resolution adopted via unanimous consent. (see attached)

Motion to adopt OCR-07-22 Police Memorial.

Ayes: Unanimous.

Nays: None.

Motion carried/Resolution adopted via unanimous consent. (see attached)

Motion to adopt OCR-07-23 Discharge of Mortgage Amy Lynne Henion.

Ayes: Unanimous.

Nays: None.

Motion carried/Resolution adopted via unanimous consent. (see attached)

Motion to adopt OCR-07-24 Discharge of Mortgage Todd S. Reid.

Ayes: Unanimous.

Nays: None.

Motion carried/Resolution adopted via unanimous consent. (see attached)

Motion to approve Emergency Management Performance Grant (EMPG) agreement for FY 2007.

Ayes: Unanimous.

Nays: None.

Motion carried/Resolution adopted via unanimous consent. (see attached)

Motion to approve Stockman Tree Services, Inc. as the low bidder, at \$12,850.00, for tree removal services at the Otsego Lake County Park. Motion carried via unanimous consent.

Motion to adopt the Department Head Hiring Policy. Motion carried via unanimous consent. (see attached)

Administrator's report:

John Burt reported the police memorial is Monday May 14, 2007 under the pavilion; Citizens Jail committee meeting is scheduled Thursday May 17, 2007 at 5:30 p.m.

Commissioner Hyde reported on the Airport long range planning.

Commissioner Bentz reported on the Board of Health meeting.

Mary Sanders reminded everyone about the MTA meeting on May 15, 2007 at 6:00 p.m. at the Livingston Township Hall.

Special Presentations:

Don Koeppen held a presentation on clean boats, clean water.

New Business:

Motion by Commissioner Hyde, to approve Warrant B2007-18 in the amount of \$113,397.73 with prepaids in the amount of \$25,006.71 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Liss, to approve Warrant B2007-19 in the amount of \$213,136.70 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Olsen, moves to amend something previously adopted by amending the motion "to authorize holding the Sheriff's Auction on May 24, 2007 with proceeds being placed in the Equipment Fund", which was approved on April 24, 2007, by substituting "proceeds being placed in the Equipment Fund" with all proceeds to be initially deposited in the 266 Fund and disbursed from there. Proceeds from the 1993 Chevy Corsica to be put in the Drug Forfeiture Fund, proceeds from the SWAT Team ambulance to be given to the SWAT Team, and the remainder of the proceeds to be deposited in the Equipment Fund, with proceeds from the other donated ambulance to be designated for Sheriff's Department equipment purchases. Ayes: Unanimous. Motion approved as amended.

Motion by Commissioner Backenstose, to adopt Otsego County Ordinance 07-04 as presented.
Ayes: Unanimous. Motion carried. (see attached)

Board Remarks:

Commissioner Olsen: Attended S.A.N.E. meeting.
 County Park free weekend.
 School election today.
 NEMSAS meeting.

Commissioner Johnson: Received a newsletter from MMRMA.

Commissioner Liss: 9-1-1 Management interviews.

Commissioner Glasser: NEMSCA.

Rachel Frisch passed out to the Board the cash report.

Meeting adjourned at 10:32 a.m. at the call of the Chair.

Kenneth R. Glasser, Chairman

Susan I. DeFeyter, County Clerk

 **AIA** Document A101™ – 1997

Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a **STIPULATED SUM**

AGREEMENT made as of the Eighth day of May
in the year of Two Thousand Seven
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, address and other information)

Otsego County
225 West Main Street
Gaylord, Michigan 49735

and the Contractor:
(Name, address and other information)

L & L Contracting, Inc.
9810 N. Straits Hwy.
P.O. Box 381
Cheboygan, Michigan 49721

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

This document has been approved and endorsed by The Associated General Contractors of America.

The Project is:
(Name and location)

Otsego County
Alpine Center Repairs
800 Livingston Blvd.
Gaylord, Michigan 49735

The Architect is:
(Name, address and other information)

Bradley J. Butcher & Associates, PC
147 West Main Street, Suite 303
Gaylord, Michigan 49735
989.731.4343 / fax 989.731.5037

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

May 9, 2007.

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanic's liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than _____ days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. Unless stated elsewhere in the Contract Documents, insert any requirements for earlier Substantial Completion of certain portions of the Work.)

August 3, 2007

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time or for bonus payments for early completion of the Work.)

Liquidated Damages to be \$250.00 per day in the event of failure to complete the work by the Substantial Completion date.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Eighty-Eight Thousand Five Hundred Eighty-Eight--- Dollars (\$ 288,588.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires)

N/A

§ 4.3 Unit prices, if any, are as follows:

N/A

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the thirtieth day of a month, the Owner shall make payment to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of AIA Document A201-1997;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-1997.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-1997 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-1997.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-1997, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

N/A

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-1997.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-1997.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of AIA Document A201-1997 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The Owner's representative is:
(Name, address and other information)

John Burt, Administrator
Otsego County
225 West Main Street
Room 203
Gaylord, Michigan 49735

§ 7.4 The Contractor's representative is:
(Name, address and other information)

Robert LaHale, Vice President
L & L Contracting, Inc.
9810 N. Straits Hwy.
P.O. Box 381
Cheboygan, Michigan 49721

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

N/A

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 8.1.1 The Agreement is this executed 1997 edition of the Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997.

§ 8.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated 4/9/07 and are as follows

Document	Title	Pages
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Refer to Exhibit "A"

§ 8.1.4 The Specifications are those contained in the Project Manual dated as in Section 8.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages
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Refer to Exhibit "A"

§ 8.1.5 The Drawings are as follows, and are dated April 9, 2007 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
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Refer to Exhibit "B"

§ 8.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
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Addendum No. 1	April 16, 2007	3
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Exhibit "A", "Table of Contents," consisting of 1 page

Exhibit "B", "Drawing Index," consisting of 1 page

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OTSEGO COUNTY

L & L CONTRACTING, INC.

OWNER (Signature)

CONTRACTOR (Signature)

John Burt, County Administrator
(Printed name and title)

Robert LaHaie, Vice President
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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ALPINE CENTER REPAIRS
 OTSEGO COUNTY
 GAYLORD, MICHIGAN
 PROJECT # 07-205

Advertisement For Bids.....	AD-1
Instructions To Bidders	IB-1 to IB-6
Bid Form	BF-1 to BF-4
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A-2.2	EXTERIOR ELEVATIONS
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A-3.2	DETAILS
M-1.1	GROUND FLOOR MECHANICAL / ELECTRICAL PLAN
M-1.2	FIRST FLOOR MECHANICAL / ELECTRICAL PLAN
M-1.3	SECOND FLOOR MECHANICAL / ELECTRICAL PLAN
M-1.4	THIRD FLOOR MECHANICAL / ELECTRICAL PLAN

RESOLUTION NO. OCR 07-20

**A RESOLUTION TO APPROVE THE BALLOT LANGUAGE FOR A
MILLAGE PROPOSITION TO PROVIDE FUNDS FOR THE
OPERATION AND MAINTENANCE OF THE OTSEGO COUNTY BUS SYSTEM
AND TO SUBMIT THE PROPOSITION TO THE ELECTORATE
IN A SPECIAL ELECTION ON AUGUST 7, 2007**

**OTSEGO COUNTY BOARD OF COMMISSIONERS
May 8, 2007**

Recitals

- A. Otsego County currently operates and maintains a bus system and employs individuals to carry out the functions of the bus system for the benefit of county residents and others visiting the county.
- B. Because of current budget constraints within the county, the Otsego County Board of Commissioners desires to obtain voter approval to renew the previously approved millage increase to provide funds for operating and maintaining the Otsego County Bus System, including personnel and administrative costs and capital improvement expenses.
- C. The county finds it appropriate to hold a special election on August 7, 2007, and submit this millage proposition to the electorate at this election.

Resolution

**NOW, THEREFORE, THE OTSEGO COUNTY BOARD OF COMMISSIONERS HEREBY
RESOLVES** that:

- 1. 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 an August 7, 2007 special election:

BALLOT LANGUAGE

OTSEGO COUNTY

This proposal is intended to renew the previously approved Otsego County Bus System millage. The proposal will permit the County to levy up to 1/4 of a mill to provide funding for operating and maintaining the Otsego County bus system in the years 2009 through 2013, inclusive. This same millage amount was previously approved by the voters and will expire following the levy in December, 2008. As a result, this proposal merely continues the millage for the Otsego County Bus System through 2013.

Shall the tax limitation imposed under Article IX, Section 6 of the Michigan Constitution on the amount of 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 one-fourth (1/4) of a mill (\$.25 per \$1,000 of taxable value) for a period of five (5) years, 2009 through 2013, inclusive, for the purpose of providing funding for operating and maintaining the Otsego County bus system, and shall the Otsego County Board of Commissioners be authorized to levy such millage for these purposes? If approved and levied in its entirety, this millage would raise an estimated \$307,345.00 for Otsego County in 2009.

RESOLUTION NO. OCR 07-21

A RESOLUTION TO APPROVE THE BALLOT LANGUAGE FOR A
MILLAGE PROPOSITION TO PROVIDE FUNDS FOR THE
OPERATION AND MAINTENANCE OF THE OTSEGO COUNTY
EMERGENCY MANAGEMENT SYSTEM
AND TO SUBMIT THE PROPOSITION TO THE ELECTORATE
IN A SPECIAL ELECTION ON AUGUST 7, 2007

OTSEGO COUNTY BOARD OF COMMISSIONERS
May 8, 2007

Recitals

- A. Currently an Emergency Medical Services and Rescue system operates within Otsego County which includes equipment and personnel needed to carry out the functions of the Emergency Medical Service for the benefit of county residents and others visiting the county.
- B. Because of current budget constraints within the county, the Otsego County Board of Commissioners desires to obtain voter approval to renew the previously approved millage increase to provide funds for operating and maintaining the Otsego County Emergency Medical Services and Rescue system, including personnel and administrative costs and capital improvement expenses.
- C. The county finds it appropriate to hold a special election on August 7, 2007, and submit this millage proposition to the electorate at this election.

Resolution

NOW, THEREFORE, THE OTSEGO COUNTY BOARD OF COMMISSIONERS HEREBY RESOLVES that:

- 1. 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 a August 7, 2007 special election:

BALLOT LANGUAGE

OTSEGO COUNTY

This proposal is intended to renew the previously approved Emergency Medical Services millage. The proposal will permit the County to levy up to 4/10 of a mill to provide funding for the ambulance and emergency medical services in Otsego County in the years 2009 through 2013, inclusive. This same millage amount was previously approved by the voters and will expire following the levy in December, 2008. As a result, this proposal merely continues the millage for the ambulance and emergency medical services through 2013.

Shall the tax limitation imposed under Article IX, Section 6 of the Michigan Constitution on the amount of 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 four-tenths (4/10) of a mill (\$.40 per \$1,000 of taxable value) for a period of five (5) years, 2009 through 2013, inclusive, for the purpose of providing funding of the ambulance and emergency medical services, including personnel and administrative costs and capital improvement expenses, and shall the Otsego County Board of Commissioners be authorized to levy such millage for these purposes? If approved and levied in its entirety, this millage would raise an estimated \$491,430.00 for Otsego County in 2009.

RESOLUTION NO. OCR 07-22
Proclaiming National Police Week & Police Memorial Day

OTSEGO COUNTY BOARD OF COMMISSIONERS
May 8, 2007

WHEREAS, The Congress of the United States of America has designated the week of May 13th to be dedicated as 'NATIONAL POLICE WEEK" and May 15th of each year to be "POLICE MEMORIAL DAY"; and

WHEREAS, The law enforcement officers are our guardians of life and property, defenders of the individual right to be free people, warriors in the war against crime and dedicated to the preservation of life, liberty and the pursuit of happiness; and

WHEREAS, The County of Otsego desires to honor the valor, service and dedication of its own SHERIFF DEPUTIES; and

WHEREAS, It is known that every 53 hours an American Law Enforcement Officer will be killed in the line of duty somewhere in the United States and each year more than 56,000 officers will be seriously assaulted in the performance of their duties; our community joins with other cities and counties to honor all peace officers everywhere; now, therefore, be it

RESOLVED, that we proclaim the week of MAY 13TH to MAY 19TH to be "POLICE WEEK" and call upon all our citizens in this community to especially honor and show our sincere appreciation for the SHERIFF DEPUTIES of this County by deed, remark and attitude; and be it further

RESOLVED that the flags be flown at half-staff on MAY 15TH in honor of Deputy Carl L. Darling, Jr., who gave his life in the line of duty on May 3, 1986; Sergeant Larry C. Washburn, who died while on duty on May 15, 1994 and Deputy John K. Gunsell, who was killed in the line of duty on September 12, 2004.

**RESOLUTION NO. OCR 07-23
AUTHORIZING RESOLUTION**

OTSEGO COUNTY BOARD OF COMMISSIONERS
May 8, 2007

WHEREAS, the Otsego County Board of Commissioners is the owner of a property located at 381 Klarer Hinnel Dr., Gaylord, Michigan 49735 and has a mortgage recorded in Liber 623, Pages 155-162 in the name Amy Lynne Henion, a single woman a/k/a Amy Henion and Loan Modification in Liber 634, Pages 722-723, and

WHEREAS, said Mortgage has been paid in full; now, therefore, be it

RESOLVED, that Otsego County hereby issues a DISCHARGE OF MORTGAGE to, Amy Lynne Henion, a single woman a/k/a Amy Henion and be it further

RESOLVED, that the Otsego County Administrator, on behalf of the Otsego County Board of Commissioners, be authorized to sign said document.

**RESOLUTION NO. OCR 07-24
AUTHORIZING RESOLUTION**

OTSEGO COUNTY BOARD OF COMMISSIONERS
May 8, 2007

WHEREAS, the Otsego County Board of Commissioners is the owner of a property located at 710 South Illinois, Gaylord, Michigan 49735 and has a mortgage recorded in Liber 745, Pages 433-441 in the name of Todd S. Reid, a single man and Loan Modification in Liber 754, Pages 435-437, a Lien Property Agreement in Liber 745, Pages 442-443 and an Amended Lien Property Agreement in Liber 754, Pages 438-439 and

WHEREAS, said Mortgage has been paid in full; now, therefore, be it

RESOLVED, that Otsego County hereby issues a DISCHARGE OF MORTGAGE to, Todd S. Reid, a single man and be it further

RESOLVED, that the Otsego County Administrator, on behalf of the Otsego County Board of Commissioners, be authorized to sign said document.

State of Michigan
**EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)
AGREEMENT FOR FY 2007**

October 1, 2006 through September 30, 2007

CFDA # 97.042

This Emergency Management Performance Grant (EMPG) Agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division, hereinafter called the Subgrantor, and

OTSEGO COUNTY EMERGENCY SERVICES

hereinafter called the Subgrantee.

I. Purpose

The purpose of this Grant Agreement is to provide federal Emergency Management Performance Grant (EMPG) funds to the Subgrantee for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency.

II. Objectives

The principal objective of this Grant Agreement is to provide financial assistance for the development and maintenance of an effective, integrated emergency management organization in the Subgrantee's political jurisdiction so that the Subgrantee can:

- A. Achieve and maintain effective operational capabilities based on the ability to recruit, develop, and retain the necessary personnel to ensure well-trained, experienced professionals and specialists for key positions.
- B. Plan, train, exercise, and evaluate capabilities to ensure adequate response to all-hazards emergencies.
- C. Support federal and state efforts to protect lives and prevent the loss of property from all hazards, reduce human suffering and enhance recovery of communities after a disaster strikes or an act of terrorism occurs, and ensure the public is served in a timely and efficient manner.
- D. Develop and maintain hazard identification and risk reduction through mitigation activities.

III. Statutory Authority

Funding for the Fiscal Year (FY) 2007 Emergency Management Performance Grant (EMPG) is authorized by the Fiscal Year (FY) 2007 Department of Homeland Security (DHS) Appropriations Act (P.L. 109-295), the Departments of Veterans Affairs, Housing and Urban Development, and Independent Agencies Appropriations Act, 2000, Public Law 106-74; 38 U.S.C. 301; Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Title II, Section 201(d), Title VI, Sections 611 and 613, 42 U.S.C. 5196 and 5196(b); and Public Law 93-288, as amended; 42 U.S.C. 5121 et seq., 42 U.S.C. 5195 et seq.

The Subgrantee agrees to comply with all EMPG program requirements in accordance with the Michigan Emergency Management Act, Act 390, P.A. of 1976, as amended, located at http://www.michigan.gov/documents/mspemd-Act_390_of_1976_7125_7.pdf, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, located at <http://www.fema.gov/about/stafact.shtml>, Emergency Management and Assistance Regulations (44 CFR),

located at http://www.access.gpo.gov/nara/cfr/waisidx_00/44cfrv1_00.html, Office of Management and Budget Circulars A-87, A-102 and A-133, as revised, located at <http://www.whitehouse.gov/omb/circulars/index.html>, 28 CFR Part 66, 28 CFR Part 67, 28 CFR Part 69, 28 CFR Part 70, and 28 CFR Part 83, located at http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html, the U.S. General Accounting Office Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, the Office of Grant Operations (OGO) Financial Management Guide located at <http://www.ojp.usdoj.gov/FinGuide>, the Emergency Management Performance Grant Guidebook and applicable state and federal laws and regulations.

IV. Emergency Management Performance Grant Award Amount and Restrictions

For FY 2007, the total EMPG award for the Subgrantee is \$11,904.00. The Subgrantor determined the Subgrantee's EMPG allocation as 34.145917% of the Subgrantee's emergency program manager's salary and fringe benefits. Because it is dependent upon the level of federal funding for the EMPG program, the award may be reduced if the level of federal funding is decreased. The subgrantee may receive less than the allocated amount if the subgrantee's cost share of wages and fringe benefits paid to the program manager are less than the total allocation. (This payment amount also includes the 3% eligible Management and Administrative (M&A) costs.) The Subgrantee's EMPG program budget, documented on the Local Budget for Emergency Management Performance Grant (form EMD-17), is incorporated into this Grant Agreement as Attachment A.

This Grant Agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subgrantee may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the program manager, and up to 3% of the allocation may be utilized for M&A costs.** No other expenditures are allowed.

Grant Agreement funds shall not be used for other purposes. The funds awarded in the Grant Agreement shall only be used to cover allowable costs that are incurred during the agreement period. Federal funds cannot exceed 50% of eligible costs of the program manager's salary and fringe benefits, including the 3% M&A costs. This award is contingent upon the Subgrantee's expenditure of at least 50% of the costs of the emergency management program, from non-federal sources. For further information on allowable local match sources and types of funds, see the Office of Grant Operations (OGO) Financial Management Guide. DHS administers cost sharing requirements in accordance with 44 CFR 13.24, which is located at http://a257.g.akamaitech.net/7/257/2422/04nov20031500/edocket.access.gpo.gov/cfr_2003/octqtr/pdf/44cfr13.24.pdf.

Unauthorized program expenditures include, but are not limited to, the following:

- A. Construction and renovation – limited. Additional information is available at <http://www.dol.gov/esa/programs/dbra/>.
- B. Hiring of Public Safety Personnel

Item B listed above may be eligible under the 3% Management and Administrative costs, although it is not eligible as a direct EMPG program expenditure.

V. Management and Administrative Costs (M&A Costs)

The EMPG program has allowable M&A costs for the local unit of government. The local jurisdiction may retain and use up to 3% of their subaward from the state for local M&A purposes. **In the EMPG program, the 3% M&A costs are included in the EMPG allocation, not in addition to the allocated amount. If M&A costs are claimed, a narrative must be submitted detailing the expenses that are included in these costs.** The expenditures must be for new staff and new expenses only. Allowable M&A costs include:

- A. Hiring of full-time or part-time staff or contractors/consultants:
 - 1. to assist with the management of FY07 EMPG funds
 - 2. to assist with design, requirements, and implementation of FY07 EMPG
- B. Hiring of full-time or part-time staff or contractors/consultants and expenses related to:
 - 1. FY07 EMPG pre-application submission management activities and application requirements
 - 2. Meeting compliance with reporting/data collection requirements, including data calls
- C. Development of operating plans for information collection and processing necessary to respond to DHS/G&T data calls
- D. Travel expenses directly related to management and administration of EMPG grant funds
- E. Meeting-related expenses directly related to management and administration of EMPG grant funds
- F. Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which are used primarily in support of the implementation of EMPG-related activities
- G. The following are allowable only within the period of performance of the grant program:
 - 1. Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. which are directly related to management and administration of FY 2007 EMPG grant funds
 - 2. Leasing and/or renting of space for newly hired personnel to administer programs within FY 2007 EMPG.

VI. Supplanting

This Grant Agreement designates EMPG funds for reimbursement of authorized costs. These funds shall not be used for other purposes. The funds awarded in the Grant Agreement shall only be used to cover allowable costs that are incurred during the Grant Agreement period. **The funds must supplement, not supplant, state or local funds.** Federal funds will only be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in the application review, in subsequent monitoring, and in the audit. The Subgrantee may be required to supply documentation certifying that they did not reduce non-federal funds because of receiving federal funds. Federal funds cannot be used to replace a reduction in non-federal funds or solve budget shortfalls in general fund programs.

VII. Responsibilities of the Subgrantee

The Subgrantee agrees to complete quarterly work activities identified in its Emergency Management Work Agreement (EMD-31). That report is incorporated into this Grant Agreement as Attachment B. The Subgrantee also agrees to comply with all applicable federal and state regulations, specifically including the following:

- A. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Subgrantor.
- B. Appoint an emergency management program manager who is able to assume responsibility for the following functions, either personally or through officers:
 - 1. Development and maintenance of programs and systems for effective coordination of community resources in all phases of emergency management: mitigation, preparedness, response and recovery.
 - 2. Planning and preparation for population protection, including evacuation, shelter/reception, logistics and resource management. Ensure that Executive Order #13347 entitled "Individuals with Disabilities in Emergency Preparedness" is being addressed. Further information can be found at the Disability and Emergency Preparedness Resource Center at www.dhs.gov/disabilitypreparedness.
 - 3. Planning and preparation for its appropriate role in response to natural and man-made emergencies and disasters.
 - 4. Exercising the emergency operations plan of the jurisdiction.
 - 5. Emergency management training.

6. Response and recovery from natural and manmade hazards, homeland security related incidents, and other emergencies that may threaten the safety and well-being of citizens and communities.
 7. Promoting public awareness of hazards and encouraging family and individual preparedness.
 8. Identifying and implementing measures to mitigate the negative impact of disasters and emergencies.
 9. Assure full NIMS compliance as detailed in state guidance by the end of FY 2007. NIMS information is available at <http://www.fema.gov/emergency/nims>.
 10. Identify needs and priorities for strengthening capabilities, while simultaneously addressing issues of state and national concern as identified both in the National Priorities and the Targeted Capabilities.
- C. Provide Subgrantor with complete job description for the federally funded EMPG program manager, including non-EMPG duties.
 - D. Notify the Subgrantor immediately of any changes in the EMPG funded program manager's position.
 - E. Submit this signed annual EMPG agreement, including all attachments, to Subgrantor.
 - F. Satisfactorily complete all work activities identified in the Emergency Management Work Agreement (EMD-31) as scheduled.
 - G. Submit an updated Exercise Plan and complete annual exercise activities as specified in the Subgrantee's emergency management annual work agreement.
 - H. Ensure the EMPG funded program manager completes specific training classes as required by the Annual Work Agreement for FY 2007.
 - I. Have on file with the EMD District Coordinator an approved and current emergency operations plan.
 - J. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
 - K. Submit the appropriate forms for reimbursement of eligible expenses to the appropriate District Coordinator on a quarterly basis.
 - L. Retain all financial records, supporting documents, statistical records, and all other records pertinent to the EMPG program for at least three years after the Subgrantee's final grant report, for purposes of federal or state examination and audit. EMD will review paperwork at the local jurisdiction during all audits (2006 and forward) to determine if NIMS implementation has taken place.
 - M. Perform the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and Office of Management and Budget Circular A-133, as revised. If an audit is required, submit a copy of the annual audit report to the Budget and Financial Services Division, Michigan Department of State Police, 714 South Harrison Road, East Lansing, Michigan 48823.
 - N. Comply with all items included in the Standard Assurances located at <http://www.ojp.usdoj.gov/Forms/assur.pdf> and Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirement (OJP Form 4061/6). These documents and all applicable attachments are incorporated into this Grant Agreement as Attachment C.
 - O. Comply with the Buy American Act (41 U.S.C. 10a). Grants authorized under the Stafford Act, including EMPG, must follow the standards of the Buy American Act. This Act requires that all materials purchased be produced in the United States, unless such materials are not available, or such a purchase would not be in the public interest.

VIII. Responsibilities of the Subgrantor

The Subgrantor, in accordance with the general purposes and objectives of this Grant Agreement, will:

- A. Administer the EMPG program in accordance with the State of Michigan Administrative Plan for the EMPG program and all applicable federal and state regulations and guidelines.
- B. Reimburse the Subgrantee in accordance with this Grant Agreement in an amount not to exceed 50% of allowable expenditures up to the Subgrantee's total EMPG award based upon appropriate reports, records, and documentation submitted by the Subgrantee. Quarterly reimbursements will

be determined by the amount of the program manager's salary and fringe benefits submitted, including the 3% M&A costs, listed on the quarterly billing.

- C. Provide direction, training, and technical assistance to the Subgrantee.
- D. Provide any special report forms and reporting formats to the Subgrantee for operation of the program.

IX. Payment and Reporting Procedures

- A. The Subgrantee agrees to prepare the Quarterly Billing Form (EMD-007) and submit it with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate District Coordinator no later than 20 days following the end of **each** quarter. The EMD-007 form must be used or the reimbursement request will not be processed.
- B. If the Subgrantee submits an incomplete or late quarterly billing report to the District Coordinator, the billing may not be processed until the following quarter.
- C. The Subgrantee agrees to prepare Emergency Management Quarterly Reports (EMD-31) and submit them to the appropriate District Coordinator no later than 20 days following the end of **each** quarter. Reimbursement of expenditures by the Subgrantor is contingent upon the Subgrantee's completion of scheduled work activities.
- D. If the Subgrantee fails to complete the scheduled work activities during a quarter, the Subgrantor will withhold reimbursement until either the work is completed or the Deputy State Director of Emergency Management and Homeland Security approves a delay in the completion of the activity. If scheduled work activities are not completed by the end of the fiscal year (September 30, 2007), any balance of the EMPG award may be forfeited.
- E. A Subgrantee that fails to complete the annual exercise requirement as scheduled within FY 2007 may be ineligible for EMPG funding for that quarter and all remaining quarters of FY 2007, and all subsequent quarters until the quarter when the qualifying exercise is completed.
- F. The Subgrantee is responsible for providing updated obligation and expenditure information on a regular basis through BSIR (Biannual Strategy Implementation Reports). The BSIR is due within 20 days after the end of the reporting period (July 20 with a reporting period of January 1 through June 30, and on January 20 with a reporting period of July 1 through December 31). Future awards and fund drawdowns may be withheld if these reports are delinquent. The final BSIR is due 120 days after the end date of the award period.
- G. The Subgrantee agrees to return to the Subgrantor any unobligated balance of funds held by the Subgrantee at the end of the agreement period or handle them in accordance with the instructions provided by the Subgrantor.
- H. Drawdown of Funds in Advance: Subgrantees may request funds up to **120** days prior to expenditure. All of the following requirements must be met to obtain advanced funds: 1) The Subgrantee must complete a letter stating that they have a cash flow problem. 2) These funds must be placed in an interest-bearing account that does not earn more than \$100 in interest per calendar year. Funds cannot be advanced for more than 120 days, at which time they must be returned to MSP EMHSD. Advances cannot be outstanding for over 120 days. 3) Any interest earned over \$100 must be returned to MSP EMHSD, and EMHSD must then return it to DHHS. ***Interest earned on funds placed in an interest-bearing account must be treated as program income and reinvested into allowable activities within the respective program area in which it was earned. Subgrantees must retain detailed documentation showing which funding stream(s) interest/program income was earned and how it was reinvested.*** Please consult the OGO Financial Management Guide or the applicable OMB Circular for additional guidance.

X. Employment Matters

Subgrantee shall comply with Title VI of the Civil Rights Act of 1964, as amended, the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Person's with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any

employee or applicant for employment, to be employed in the performance of this Grant Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency (LEP), or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Subgrantees are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language guidance for grantees to help them comply with Title VI requirements. For additional information, please see <http://www.lep.gov>. Subgrantee agrees to include in every subcontract entered into for the performance of this Grant Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Grant Agreement.

Subgrantee shall ensure that no subcontractor, manufacturer or supplier of the Subgrantee for this Program appears in the register compiled by the Michigan Department of Consumer and Industry Services, Commercial Enforcement Unit, pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.* (State Contracts with Certain Employers Prohibited Act).

XI. Limitation of Liability

Subgrantor and Subgrantee to this Grant Agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity.

XII. Redistribution Prohibition

A grant awarded under this Grant Agreement shall be used by the Subgrantee and shall not be redistributed by the Subgrantee to any other entity unless specifically provided for in the Grant Agreement.

XIII. Third Parties

This Grant Agreement is not intended to make any person or entity not a party to this Grant Agreement a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XIV. Freedom of Information Act (FOIA)

Sub-grantor and Sub-grantee FY04 HSGP information constitutes records subject to the Michigan Freedom of Information Act (FOIA), MCL 15.231 *et seq.* However, section 13(1)(u) and (y), MCL 15.243(1)(u) and (y) of the FOIA, permit the exemption from public disclosure of the records of a public body's "security measures, including security plans, security codes and combinations, passwords, passes, keys, and security procedures, to the extent that the records relate to the ongoing security of the public body;" and "of measures designed to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs to the extent that those designs relate to the ongoing security measures of a public body, capabilities and plans for responding to a violation of the Michigan anti-terrorism act...emergency response plans, risk planning documents, threat assessments, and domestic preparedness strategies, unless disclosure would not impair a public body's ability to protect the security or safety of persons or property or unless the public interest in disclosure outweighs the public interest in nondisclosure in the particular instance."

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health

infrastructures. Therefore, each sub-grantee agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis.

As a condition of this grant, before releasing any records, sub-grantee agrees to provide to the Department of State Police Emergency Management and Homeland Security, attention Public Information Officer, copies of all FOIA requests relating to the EMPG application or its administration.

XV. Agreement Period

This Grant Agreement is in full force and effect from **October 1, 2006, through September 30, 2007**. This Grant Agreement consists of two identical sets that may be simultaneously executed, each of which shall be deemed to be an original having identical legal effect. No costs eligible under this Grant Agreement shall be incurred before October 1, 2006. This Grant Agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the Grant Agreement. Upon any such termination, the Subgrantee agrees to return to the Subgrantor any funds not authorized for use.

XVI. Entire Grant Agreement

This Grant Agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between Subgrantor and Subgrantee, whether expressed, implied or oral. This Grant Agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the termination date set forth in Paragraph XV above. No party to this Grant Agreement may assign this Grant Agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. Subgrantee agrees to inform Subgrantor in writing immediately of any proposed changes of dates, budget, or services indicated in this Grant Agreement, as well as changes of address or personnel affecting this Grant Agreement. Changes in dates, budget, or services are subject to prior written approval of Subgrantor. If any provision of this Grant Agreement shall be deemed void or unenforceable, the remainder of the Grant Agreement shall remain valid.

XVII. Business Integrity Clause

The Subgrantor may immediately cancel the grant without further liability to the Subgrantor or its employees if the Subgrantee, an officer of the Subgrantee, or an owner of a 25% or greater share of the Subgrantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private grant or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Subgrantor, reflects on the Subgrantee's business integrity.

XVIII. Official Certification

The individual or officer signing this Grant Agreement certifies by his or her signature that he or she is authorized to sign this Grant Agreement on behalf of the responsible governing board, official, or agency. Subgrantee further certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this grant by any federal department or agency. If Subgrantee is unable to certify to any portion of this statement, Subgrantee shall attach to this Grant Agreement an explanation of the reason.

For the Chief Elected Official:

Printed Name

Title

Signature

Date

For the Local Emergency Program Manager:

Printed Name

Title

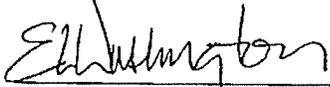
Signature

Date

For the Subgrantor:

Eddie Washington, Captain
Printed Name

Deputy State Director of Emergency Management
and Homeland Security
Title


Signature

APR 23 2007
Date

(061)



Department Head Hiring Policy

PURPOSE

The purpose of this policy is to set procedures for the hiring of non-elected department heads.

PROCESS

1. The County Administrator and the Human Resources Director will review applications, and possibly conduct an initial interview, to determine qualified applicants.
2. The County Administrator will form a committee to interview qualified applicants. The committee will be up to six members, made up of the following: County Administrator, Human Resources Director, Chairman of the Personnel Committee, County Commissioner liaison to the department committee (if relevant), other members will be appointed at the discretion of the County Administrator. The purpose of the committee is to provide recommendations to the County Administrator concerning the hiring of the department head.
3. The County Administrator may conduct an additional interview at his/her discretion.
4. The final decision on hiring department heads rests with the County Administrator.

Otsego County Land Use Services

1068 Cross Street
Gaylord, Michigan 49735
Telephone (989)731-7420
Fax (989)731-7429

April 24, 2007

MEMORANDUM

TO: Kenneth Glasser, Chairman Otsego County Board of Commissioners

FROM: Richard Edmonds, Director of Land Use Services

SUBJ: Rezoning request for properties located along the boundaries of the Michaywe' Planned Unit Development along Charles Brink Road; Opal Lake Road; Scenic Trail; Bent Tree Drive; Michaywe' Drive; Autumn Trail; West Opal Lake Road; East Opal Lake Road and Winding Lane

The purpose of this memo is to provide the County Board of Commissioners with the Recommendation of the County Planning Commission regarding the above listed Rezoning Request.

GENERAL INFORMATION

The above referenced request is for the Rezoning of several parcels of land along the boundaries of the Michaywe' Planned Unit Development. The Planning Commission in cooperation with the Michaywe' Property Owners Association and Michaywe' Limited Partnership (the developer) has been reviewing the Michaywe' PUD. This review disclosed that there were errors in the County Zoning Map with regard to which properties were actually in the PUD. Following this review the Planning Commission held hearings to establish the correct boundaries for the PUD and to insure that the parcels indicated on the County Zoning Map as being regulated by the County PUD regulations were correct.

Site Location

The properties in question are located on the following roads along the boundary of the Michaywe' PUD:

Charles Brink Road; Opal Lake Road; Scenic Trail; Bent Tree Drive;
Michaywe' Drive; Autumn Trail; West Opal Lake Road;
East Opal Lake Road and Winding Lane

Natural Features

The properties in question are located in various areas throughout Bagley and Otsego Lake Townships. Some of the parcels are wooded with rolling hills along the AuSable River and others are flat in the vicinity of golf courses and Opal Lake.

Contours

The Contours vary with the locations of these numerous parcels

PLANNING COMMISSION REVIEW

Article 22 "Administration" regulates changes and amendments to the Zoning Ordinance. Section 22.7 "Changes and Amendments" states

"The County may from time to time, on recommendation from the Planning Commission, or on petition, amend, supplement or change the District boundaries or the regulations herein, or subsequently established herein, pursuant to the authority and procedure established in Public Act 110 of 2006 as amended."

No other Articles or sections of the Zoning Ordinance apply when considering a Rezoning or Ordinance Amendment.

Based on the Michigan Zoning Enabling Act the County Planning Commission must insure that the "Map Amendment" (Rezoning) is based upon a "plan". That refers to the County's Master Land Use Plan.

Based on the Future Land Use Map the property in question is designated as "Residential" or "PUD" depending on the location of the parcels in questions.

It should be noted that the Future Land Use Map is a guide. The designated areas are not strict boundaries as in the Zoning Map.

RECOMMENDATION

The Planning Commission reviewed the following factors.

- a. the character of the area in which the subject property is located
- b. the property itself and any physical limitations and suitability to the particular use
- c. the affect of the rezoning on property values, and
- d. the general trend and character of population development
- e. Is the proposed rezoning consistent with surrounding uses
- f. will there be adverse physical impact on surrounding properties
- g. will there be adverse impact on property values in the adjacent area
- h. Have there been changes in the land use or other conditions in the area or the community which justify the change
- i. will the rezoning create a deterrent to the improvement or development of adjacent property in accordance with existing regulations
- j. will rezoning grant a special privilege to an individual property owner when contrasted with other property owners in the area (spot zoning)
- k. Are there substantial reasons why the property cannot be used in accordance with its present zoning classification
- l. Is the rezoning in conflict with the future land use map or the Master Plan
- m. Is the site served by adequate public facilities or is the applicant able to provide them
- n. Are there sites nearby already properly zoned that can be used for the intended purpose
- o. Are there other remedies available besides rezoning.

Based on the above noted criteria and a review of the parcels in question with property owners and developers the Planning Commission voted unanimously with County Commissioner Backenstose abstaining since she has to vote on the recommendations that the Board of Commissioners adopt the following proposed ordinance so that the boundaries of the Michaywe' PUD will be correct on the County Zoning Map.

OTSEGO COUNTY
ORDINANCE NUMBER: 07-04

AN ORDINANCE TO AMEND THE CURRENT OTSEGO COUNTY ZONING MAP SO THAT THE BELOW DESCRIBED PARCELS OF LAND ARE REZONED AS INDICATED.

OTSEGO COUNTY, STATE OF MICHIGAN ORDAINS:

Section 1. The current Otsego County Zoning Map shall be amended so that the following described parcels of land shall be rezoned to RR – Recreation Residential and shall not have the PUD designation overlay

PID	PROPADDRESS	OWNER
011-180-000-003-00	288 CHARLES BRINK RD W	LACROSS, EVELYN M
011-180-000-004-00	250 CHARLES BRINK RD W	BREED, DOUGLAS C & CAROL A
011-180-000-006-00	232 CHARLES BRINK RD W	HOSTMAN, DAVID J & ELIZABETH A
011-180-000-007-00	0 CHARLES BRINK RD W	VARNAS, JAMES & TINA
011-180-000-008-00	0 CHARLES BRINK RD W	LYSON, MATTHEW
011-180-000-009-00	166 CHARLES BRINK RD W	KATFISH, LLC
011-180-000-001-00	328 CHARLES BRINK RD W	RARDIN, MATTHEW J

PID	PROPADDRESS	OWNER
011-750-000-085-01	0 SCENIC TRAIL	ROESER, ROBERT
011-750-000-085-02	967 SCENIC TRAIL	SWARTZ, DOUGLAS
011-750-000-086-00	967 SCENIC TRL	SWARTZ, DOUGLAS
011-750-000-087-00	967 SCENIC TRL	SWARTZ, DOUGLAS
011-750-000-088-00	943 SCENIC TRL	WEBER, ROBERT
011-750-000-090-00	899 SCENIC TRL	GRITTER, KAREN
011-750-000-092-00	893 SCENIC TRL	BAKER, JAMES
011-750-000-093-00	893 SCENIC TRL	BAKER, JAMES
011-750-000-094-00	867 SCENIC TRL	BORDERS, CHARLES
011-750-000-095-00	855 SCENIC TRL	BORDERS, CHARLES
011-750-000-099-00	793 SCENIC TRL	SEVENTY SEVEN CORP.

PID	PROPADDRESS	OWNER
011-220-000-021-00	1003 SCENIC TRL	ROESER, ROBERT L ETUX
011-220-000-048-00	1139 OPAL LAKE RD	TELLSCHOW, MICHAEL A

PID	PROPADDRESS	OWNER
090-012-300-005-14	7513 WEST OPAL LAKE RD	NELSON - NELSON
090-012-300-005-15	7513 WEST OPAL LAKE RD	NELSON - NELSON
090-012-400-050-00	7481 EAST OPAL LAKE RD	PRENTICE, DALE
090-012-200-125-00	7453 WEST OPAL LAKE RD	NELSON, DONALD
090-012-300-005-01	7533 WEST OPAL LAKE RD	NEWMAN, ROBERT
090-012-200-110-00	7387 WINDING LN	FRABOTTA, ANTHONY
090-012-200-120-00	7427 WINDING LN	GLOWSKI & LUKASIK
090-012-200-115-00	7413 WINDING LN	SHINSKE, ANTHONY

PID	PROPADDRESS	OWNER
011-220-000-057-00	0 OPAL LAKE ROAD	MERIT ENERGY COMPANY
011-220-000-059-00	0 OPAL LAKE ROAD	MERIT ENERGY COMPANY

Section 2. The current Otsego County Zoning Map shall be amended so that the following described parcels of land shall be rezoned so that the underlying Zoning shall be the same as determined for the Michaywe' Planned Unit Development and shall have the PUD designation overlay

PID	PROPADDRESS	OWNER
010-034-200-020-00	0 OPAL LAKE ROAD	MOUNTAIN LAKE GOLF, INC
010-034-400-015-00	0 OPAL LAKE ROAD	MICHAYWE OWNER'S ASSN
010-034-400-020-00	0 OPAL LAKE ROAD	MOUNTAIN LAKE GOLF, INC
010-034-100-025-00	0 OPAL LAKE ROAD	MOUNTAIN LAKE GOLF, INC
010-034-200-035-01	0 OPAL LAKE ROAD	MICHAYWE LIMITED PARTNERS

PID	PROPADDRESS	OWNER
010-036-300-005-01	0 BENT TREE DRIVE	MICHAYWE OWNER'S ASSN
010-036-300-005-02	0 BENT TREE DRIVE	MICHAYWE LIMITED PARTNERS

PID	PROPADDRESS	OWNER
090-001-300-005-06	0 OPAL LAKE ROAD	MICHAYWE OWNERS ASSOCCN
091-320-001-111-00	0 MICHAYWE DRIVE	PAPAK, GARY
091-320-001-112-00	0 MICHAYWE DRIVE	GLEASON, JOHN
091-320-001-113-00	2373 MICHAYWE DR	ETHINGTON, CAROLINE
091-320-001-114-00	0 MICHAYWE DRIVE	NAY, NANCY
091-320-001-110-00	2405 MICHAYWE DR	PARROTT, DONALD
091-320-001-109-00	2417 MICHAYWE DR	EARLY, SARAH
091-320-001-108-00	2425 MICHAYWE DR	HAGEN, JOHN
091-398-000-001-00	0 AUTUMN TRAIL	UTTER, THOMAS
091-398-000-002-00	0 AUTUMN TRAIL	NAY, NANCY
091-398-000-003-00	0 AUTUMN TRAIL	HALFORD, JESSIE
091-398-000-004-00	0 AUTUMN TRAIL	NAY, NANCY
091-398-000-005-00	0 AUTUMN TRAIL	NAY - NAY
090-001-300-005-08	0 OPAL LAKE ROAD	MICHAYWE OWNER ASSOCCN

Section 3. Validity.

If any section, provision or clause of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any remaining portions or application of this Ordinance which can be given effect without the invalid portion or application.

Section 4. Effective Date.

This Ordinance shall become effective eight (8) days after its first publication.

OTSEGO COUNTY

By: _____
Kenneth Glasser, County Board Chairman

By: _____
Susan DeFeyter, County Clerk