

May 12, 2009

The Regular 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 9:30 a.m. by Chairman Glasser. Invocation by Commissioner Beachnau, followed by the Pledge of Allegiance led by Commissioner Harkness.

Roll call:

Present: Backenstose, Bates, Beachnau, Brown, Glasser, Harkness, Hyde, Johnson, Liss.

The regular minutes of April 28, 2009 with attachments were approved as corrected. The minutes were corrected to read under unfinished business, Motion by Johnson, to amend the Tax revenue Sharing policy contained in the March 24, 2009 packet; Add the language Vote on amendment-Unanimous, Vote on amended motion-Unanimous.

Consent Agenda:

Motion to approve the 2009 HUD Grant Fund Budget amendment as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the motorcycle safety grant as presented. Ayes: Unanimous. Motion carried. (see attached)

Special Presentations:

Introduction of interim director of Patrick Cudney for the MSU Extension.

Phil Alexander presented the Board the MSU Extension history.

Sheriff James McBride gave his quarterly report to the Board.

Marlene Hopp updated the Board on the Housing and Veteran affairs.

Mary Sanders announced the MTA meeting is May 19, 2009 at the Livingston Township Hall at 6:00 p.m.; the flags for the cemeteries have been ordered and delivered; Revenue sharing.

Elizabeth Haus reported on the downtown project; Memorial Day service on May 24, 2009 at 1:00 p.m.

Joe Edwartowski reported on the Charlton Township street scape program.

Correspondence:

Chairman Glasser received a request from Drew Nobliski regarding timber by the Airport. Matter referred to the Airport Committee.

New Business:

Motion by Commissioner Hyde, to approve the May 5, 2009 Warrant in the amount of \$2,209,841.10 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Brown, to approve the May 12, 2009 Warrant in the amount of \$287,116.54 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Bates, to adopt Resolution OCR-09-15 Proclaiming National Police week and Police Memorial Day as presented.

Roll Call Vote:

Ayes: Backenstose, Bates, Beachnau, Brown, Glasser, Harkness, Hyde, Johnson, Liss.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Board Remarks:

Commissioner Johnson: Parks and Recreation meeting.

Commissioner Hyde: Bagley Township meeting.
Fallen heroes memorial.

Commissioner Harkness: Lee Olsen doing well.
Health Department.

Commissioner Backenstose: Planning Commission.

Chairman Glasser: Stimulus money.

Administrator Burt: Starting with June 9, 2009 the Board meetings will be held
downtown in the County Building.

Meeting adjourned at 10:40 a.m. at the call of the Chair.

Kenneth R. Glasser, Chairman

Susan I. DeFeyter, Otsego County Clerk



OTSEGO COUNTY
BUDGET AMENDMENT

Pg 1 of 2

FUND/DEPARTMENT: HUD Grant 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)

REVENUE To add in new Rental Rehab Grant from MSHDA

Account Number	Decrease	Increase
233.040 - 501.000 Rent Rehab Federal Grant	\$	\$ 243,900
" - 586.000 Rent Rehab Contrib. from local	\$	\$ 125,000
- -	\$	\$
- -	\$	\$
Total	\$	\$ 368,900

EXPENDITURE

Account Number	Increase	Decrease
233.691 - 703.040 - Per diem	\$ 1,440	\$
" - 704.400 - Ed + training	\$ 250	\$
" - 722.000 - Supplies	\$ 600	\$
" - 930.150 - Svc Charges	\$ 250	\$
" - 930.300 - Advertising	\$ 450	\$
" - 930.500 - Travel	\$ 400	\$
	\$	\$

Rachel Frisch
M. Wilson (copy)
Department Head Signature

5/6/09

Date 5/6/09

Finance Department
Entered:
By:

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

Pg 2 of 2

FUND/DEPARTMENT: _____

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

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

EXPENDITURE

Account Number	Increase	Decrease
233.691 - 940.010 - Outside Contract	\$ 330,000	\$
" " - 999.000 - T&P Out Svcs.	\$ 35,510	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$ 368,900	\$

Walter K. Hagg
Department Head Signature

5/6/09
Date

Finance Department
Entered:
By:

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



STATE OF MICHIGAN
TERRI LYNN LAND, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF STATE
AND
Ossego County Sheriff

GRANT AGREEMENT FOR
MOTORCYCLE SAFETY PROGRAM FUNDING

This Grant Agreement (Agreement) is between the Michigan Department of State ("Department") and **Ossego County Sheriff** ("Grantee"). This document shall constitute the Grantee's agreement for the receipt of State financial assistance to purchase new training motorcycles ("motorcycles"). The Grantee also refers to this program as the Motorcycle Safety Program.

The basic objective of the Michigan Motorcycle Safety Program is to improve motorcycling safety by increasing motorcycle safety courses throughout the State. This grant program uses 100% State funds and is contingent upon the ability of the Department to obtain all required approvals, including, but not limited to, approval by the State Administrative Board for grant awards that exceed \$25,000.

1. General:

The Grantee agrees to comply with all directives, guidelines and policy statements issued by the Department concerning the Motorcycle Safety Program.

The laws of the State of Michigan govern this State of Michigan grant.

2. Grant Period:

The grant period begins when this Agreement has been signed by both parties and expires on September 30, 2009. To receive reimbursement under this grant program, the Grantee must purchase and take delivery of the motorcycles before the end of the grant period. The Department is not liable for any costs incurred prior to the date of grant approval nor after the grant ending date of September 30, 2009.

3. Authorized Amounts:

The Grantee is awarded a grant in the amount of ~~\$7,088,000~~. These funds may be used only to purchase ~~2~~ Suzuki TU250 training motorcycle at \$3,544.00 each from Steven's Cycles Sales, Inc., 1911 E. Airport Road, Midland, Michigan 48642 ("Vendor").

4. Purchase Process:

The Grantee must sign this Agreement and return a copy of it with the original signature to the Department. The Grantee will be notified when the Department's representative signs the Agreement, and will be provided a copy of the Agreement with both signatures. After that notification, the Grantee may purchase the motorcycles authorized under this Agreement. If the Grantee wants to purchase motorcycles beyond those authorized under this Agreement, it may do so at its sole expense.

The Grantee is required to work with the Vendor to coordinate the purchase and delivery of the motorcycles, and the payment for them. All purchases funded under this Agreement must refer to the State of Michigan's contract with the Vendor (Contract Number 071B6200044). Any subsequent agreements between the Grantee and the Vendor must adhere to the terms of that contract. The Grantee is responsible for ordering and ensuring satisfactory delivery of the motorcycles and their performance.

5. Payment Process:

This grant program is for reimbursement only. Authorized funds will be paid directly to the Grantee. The Grantee must request reimbursement from the Department on the form prescribed by the Department (Attachment A). All reimbursement requests must be received by the Department by October 9, 2009. To qualify for reimbursement, the Grantee must include a copy of the invoice and proof of payment (e.g. a copy of a cleared check) for the motorcycle with the reimbursement request.

6. Ownership:

The Grantee will own all equipment purchased with funds awarded under this Agreement as long as the Grantee is operating a State sponsored motorcycle safety program. If the Grantee, for any reason, stops operating the program, it must notify the Department according to the terms listed in item number 9 – Discontinuance of Program.

If any equipment purchased with funds awarded under this Agreement is determined to be surplus or salvage, the Grantee must submit a written disposal request to the Grant Administrator for approval.

7. Reporting:

The Grantee will submit periodic narrative progress reports regarding the status of the State-funded motorcycles. The reports will be submitted to the Department at the same time, and in the same format, as other narrative progress reports required for motorcycle education and training grant funds.

8. Financial Records:

The Grantee must retain all books, accounts, reports, files and any other records relating to its performance under this Agreement for not less than 7 years after the grant period ends. Those materials must be produced for inspection, review and/or audit when required by the Department.

9. Discontinuance of Program:

The Grantee is responsible for notifying the Department in writing within 30 days when the decision is made to discontinue the program. The letter of notification should include: the location of vehicles, equipment, project materials, final report, supplies and records; and the name and telephone number of the agency persons who have knowledge of the program and access to program records. The Department reserves the right to require the return of any or all equipment and supplies purchased with grant funds.

10. Indemnification:

To the fullest extent permitted by law, the Grantee shall indemnify, defend and hold harmless the Department, the State of Michigan, and their agents, officers and employees, from and against any and all lawsuits, liabilities, damages, and claims or other proceedings brought by any third party (including but not limited to employees of the Department, the State of Michigan, and the Grantee), and any and all related costs and expenses (including reasonable attorneys' fees and disbursements and the costs of investigation, settlement, judgments, interest, and penalties) arising from or in connection with any of the activities to be carried out by the Grantee in the performance of this Agreement.

The duty to indemnify as set forth in this section will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions occurring prior to expiration or termination.

11. Business Integrity Clause:

The Department may immediately cancel the grant without further liability to the Department or its employees if the Grantee, an officer of the Grantee, or an owner of a 25% or greater share of the Grantee 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 Department, reflects on the Grantee's business integrity.

12. Administration of Agreement:

The Grant Administrator for the Motorcycle Safety Program is:

Ron Wilson
 State Coordinator
 Motorcycle Safety Program
 Richard H. Austin Building, 3rd Floor
 430 W. Allegan
 Lansing, MI 48918

Telephone: (517) 335-6683
 E-mail: WilsonRJ@Michigan.gov

All questions, comments, and correspondence regarding this grant must be submitted in writing to the Grant Administrator.

13. Special Certification and Signatures:

The person signing this Agreement on behalf of the Grantee certifies that he or she is authorized to do so and to bind the Grantee. Further, that person has personally reviewed this Agreement and agrees to its terms and conditions.

For the Grantee:

<u>John Burt</u>	<u>Administrator</u>
Name (print)	Title (Print)
 Signature	 Date
_____	_____

For the State of Michigan, Department of State:

<u>Cindy Paradine</u>	<u>Acting Director, Budget Services Division</u>
Name	Title
 Signature	 Date
_____	_____

**MICHIGAN DEPARTMENT OF STATE
Michigan Motorcycle Safety Program**

**Fiscal Year 2009 Reimbursement Request Form
For Grant Funds to Purchase Training Motorcycles
State Funded**

Grantee Information:

Grantee's Name:	Ossego County Sheriff
Number of Training Motorcycles Awarded	2 Suzuki TU250 training motorcycles

Motorcycle Purchase Information:

Date of Purchase:	
Date of Payment to Stevens' Cycle Sales, Inc.:	
Check Number:	
Total Number of Suzuki Motorcycles Purchased	
Total Reimbursement Amount: (# of Suzuki Motorcycles x Contract Price of \$3,544.00)	\$

Certification:

I certify that these grant expenditures were incurred during the grant period and that all expenditures included in this request have been paid. I further certify that these training motorcycles were purchased off of the State's contract with Steven's Cycle Sales, Inc., Contract No. 071B6200044.

Name (type or print):	
Title:	
Signature:	
Date:	

Please return original reimbursement request form to:

Ron Wilson, State Coordinator
Bureau of Regulatory Services
Michigan Motorcycle Safety Program
430 West Allegan, Third Floor
Lansing, MI 48918

Telephone: (517) 335-6683
E-mail: WilsonRJ@Michigan.gov

RESOLUTION NO. OCR 09-15
Proclaiming National Police Week & Police Memorial Day

OTSEGO COUNTY BOARD OF COMMISSIONERS
May 12, 2009

WHEREAS, The Congress of the United States of America has designated the week of May 10th to be dedicated as "NATIONAL POLICE WEEK" and May 15th of each year to be "POLICE MEMORIAL DAY"; and

WHEREAS, The members of law enforcement agencies protect life and property throughout the County of Otsego and play an essential role in safeguarding the rights and freedoms of our citizens; and

WHEREAS, The County of Otsego desires to honor the valor, service and dedication of its own SHERIFF DEPUTIES, especially those who have given their lives in the line of duty; and

WHEREAS, The County of Otsego further desires to recognize and appreciate the duties, hazards, and sacrifices of law enforcement personnel; and

WHEREAS, The Board of Commissioners calls upon the citizens of Otsego County to take a moment on May 15th, to remember those fallen officers who made the ultimate sacrifice for their fellow man; now, therefore, be it

RESOLVED, that we proclaim the week of MAY 10TH to MAY 16TH 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 died in the line of duty on September 12, 2004.