

July 10, 2007

The Regular meeting of the Otsego County Board of Commissioners was held at 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 Bates, followed by the Pledge of Allegiance led by Commissioner Olsen.

Roll call:

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

Excused: Johnson.

Motion by Commissioner Olsen, to correct the minutes of June 26, 2007 to read on page 2 under new business, Motion to support the concept of the construction of a second Northwestern Michigan Community Health Agency building at the J. Richard Yuill Alpine Center. Ayes: Unanimous. Motion carried.

The Regular meeting minutes of June 26, 2007 with attachments were approved as corrected.

Motion to approve the Building and Planning budget amendment and motion to approve the Board Bylaws were removed from the Consent Agenda and added under new business as items E&F.

Consent Agenda:

Motion to approve the Fed Ex lease agreement as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to appoint Mike Thompson as the Community Emergency Response Team (CERT) Coordinator for Otsego County. Ayes: Unanimous. Motion carried.

Administrator's report:

John Burt reported on the Alpine Center construction; Construction meeting; Building department; County directory draft; Land Use Services director position.

Sheriff Jim McBride gave his quarterly report to the Board.

Jean Nowicki announced July 17, 2007 at 6:00 p.m. is the next MTA meeting to be held at Otsego Lake Township.

Elizabeth Haus reported on the Pigeon River Festival.

New Business:

Motion by Commissioner Backenstose, to approve Warrant B2007-27 in the amount of \$86,140.00 with prepaids in the amount of \$30,181.85 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Hyde, to approve Warrant B2007-28 in the amount of \$253,834.53 with prepaids in the amount of \$36,926.03 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Beachnau, to approve Resolution OCR-07-30 adoption of the week of July 15-21 as Road Rage Awareness Week,

Roll Call Vote:

Ayes: Backenstose, Bates, Beachnau, Liss, Olsen, Glasser, Hyde, Bentz.

Nays: None.

Excused: Johnson.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Bentz, to approve Resolution OCR-07-31 in opposition to House Bill 4780.

Roll Call Vote:

Ayes: Backenstose, Bates, Beachnau, Liss, Olsen, Glasser, Hyde, Bentz.

Nays: None.

Excused: Johnson.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Olsen, to approve Resolution OCR-07-32 in opposition to Senate Bill 220. A motion to amend above motion by Bates to strike "the Michigan Association of Counties and" and change the "are" following Otsego County Board of Commissioners to "is". The paragraph would read: RESOLVED, that the Otsego County Board of Commissioners is strongly opposed to reductions in P.A. 2 appropriations to counties, and we urge the Michigan Senate and House to fully restore the funding to meet the state's obligations in providing funds to meet state mandated service requirements; and be it further. Vote on amendment-Unanimous.

Roll Call Vote:

Ayes: Backenstose, Bates, Beachnau, Liss, Olsen, Glasser, Hyde, Bentz.

Nays: None.

Excused: Johnson.

Motion carried as amended/Resolution adopted as amended. (see attached)

Motion to approve the Building/Planning budget amendment as presented. Ayes: Unanimous.

Excused: Johnson. (see attached)

Motion by Commissioner Backenstose, to amend the Board Bylaws statutory Committee names to include transportation to include County Airport and Bus. Ayes: Beachnau, Backenstose, Bates. Nays: Olsen, Hyde, Bentz, Glasser, Liss. Excused: Johnson. Motion defeated.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), made this ____ day of _____, 2007, between OTSEGO COUNTY/GAYLORD REGIONAL AIRPORT, a Michigan Municipal Corporation ("Landlord") and FEDERAL EXPRESS CORPORATION, a _____ Corporation ("Tenant").

RECITALS:

1. Landlord has the right to grant a leasehold interest in the premises described in this Lease.
2. Tenant desires to lease from Landlord and Landlord is willing to lease to Tenant the premises described in this Lease, in accordance with and subject to the conditions of this Lease.

FOR AND IN CONSIDERATION of the mutual covenants contained in this Lease, Landlord and Tenant (the "parties") agree as follows:

Section 1. Lease of Premises. Landlord leases to Tenant and Tenant hires from Landlord the premises, which consists of approximately 2600 square feet of building space commonly known as storage building 1099 Aero Drive, Gaylord Michigan 49735, as more particularly described in Exhibit A (the "Premises") for the term described in Section 2.

Section 2. Initial Term. The Initial Term of this Lease (the "Initial Term") shall be for 12 months, commencing on _____, 2007, (the "Commencement Date") and ending on _____, 2008, (the "Expiration Date"), unless earlier terminated pursuant to the terms of this Lease.

Section 3. Rent.

(a) Tenant shall pay to Landlord for the Premises as rent during the Initial Term the sum of Nine Thousand Dollars (\$9,000.00), payable Seven Hundred Fifty and 00/100 Dollars (\$750.00) per month in advance on the first day of each month during the Initial Term, with the first installment of Rent due on the Commencement Date.

(b) If this Lease is terminated prior to the Expiration Date for reasons other than Tenant's default and if the effective date of termination is other than the last day of the month, Rent shall be pro-rated to the date of termination based on a 30-day month, and Landlord shall refund to Tenant any Rent paid but unearned as of the termination date, without demand, setoff or reduction.

(c) Rent shall be paid to Landlord at the address set forth in Section 21 or at such other address as Landlord may from time to time designate.

(d) If Tenant defaults in the payment of rent, or defaults in the performance of any other covenants or conditions hereof, Landlord may give Tenant notice of such default and if Tenant does not cure said default within 10 days after the giving of said notice (or if such other default is of such a nature that cannot be completely cured within such period, if Tenant does not commence such curing within 10 days and thereafter with reasonable diligence and in good faith and cure default), then Landlord may terminate this lease on not less than 10 days notice to Tenant. On the date specified in such notice the term of this lease shall terminate, and Tenant shall then quit and surrender the premises to Landlord, but Tenant shall remain liable for default of the lease. If this lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the premises by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any terms shall be deemed a waiver.

Section 4. Renewal of Initial Term. Landlord grants Tenant the option to renew the Initial Term for one renewal term ("Renewal Term") of 6 months, exercised by written notice to Landlord given not less than six months prior to the Expiration Date. The Renewal Term shall be governed by the provisions of this Lease, except that the Rent for any such Renewal Term shall be negotiated by the parties at time of Renewal. The Initial Term and Renewal Term are hereinafter sometimes referred to as the "Term".

Section 5. Use. Tenant shall use the Premises only for lawful purposes reasonably related to Tenant's business operations and contemplates use of the Premises 24 hours per day.

Section 6. Alterations.

(a) During the Initial Term and any Renewal Term, Tenant shall not make structural or exterior alterations to the Premises without Landlord's prior written consent, but Tenant shall have the right, without Landlord's consent to make nonstructural alterations to the interior of the Premises ("Alterations") required for the conduct of Tenant's business. In making any Alterations, Tenant shall do the following:

- (i) notify Landlord at least seven days prior to commencement of the Alterations;
- (ii) comply with all applicable local, state or federal laws, regulations, codes or ordinances affecting such Alterations and the Premises;
- (iii) perform the Alterations so as not to unreasonably interfere with or create a nuisance to the tenancy of others in the Building;
- (iv) timely pay for all work, materials and labor so that no lien attaches to the improvements or the Premises; and
- (v) perform the Alterations in a good and workmanlike manner.

(b) Any Alterations or other leasehold improvements made by or paid for by Tenant, shall remain with the Premises and belong solely to Landlord unless Landlord, in its sole discretion, requires Tenant to remove same at Tenant's expense. Landlord will notify Tenant in writing prior to installation of such Alterations or leasehold improvements whether Landlord will require Tenant to remove same upon expiration or termination of this Lease. Any of Tenant's trade fixtures, furnishings and equipment in the Premises, shall remain Tenant's property for all purposes.

(c) Except as otherwise agreed in writing by Tenant and Landlord, at its option and expense, Tenant may remove any trade fixtures, furnishings and equipment, on or before the Expiration Date (or as appropriate the date the Renewal Term expires) and Tenant shall return the Premises to as good a condition as they were in on the Commencement Date, ordinary wear and tear and damage from the elements or other insured casualty excepted. Tenant will repair any damage caused by the removal of Tenant's trade fixtures, furnishings or equipment.

Section 7. Maintenance of Premises.

(a) At its expense, Landlord shall maintain in good condition the structure of the Building, including the roof, foundation, floor slab, load-bearing and exterior walls and Landlord shall also maintain the electrical, plumbing, heating, ventilating and air conditioning systems serving the Premises and the parking lots, drives and sidewalks around the Premises.

(b) Landlord shall accomplish all ordinary maintenance for which it is responsible within 30 days after receiving notice of the need for such maintenance from Tenant; provided; however, that Landlord shall have the maintenance performed immediately if a hazardous or emergency situations exists. For purposed of this subsection a hazardous or emergency situation means needed maintenance to the premises for which Landlord is responsible that if left unrepaired would cause continuing damage to the premises or to the Tenant's property located in the premises or would cause any immediate risk of personal injury or death to persons within the premises.

(c) Tenant shall be responsible for the maintenance and repair of any equipment installed by Tenant for its use. Tenant shall also maintain the electrical, plumbing, heating, ventilating and air conditioning systems serving the Premises and shall maintain the parking lots, drives and sidewalks around the Premises (including snow removal). Except as otherwise provided in this Lease, Tenant shall be responsible for maintaining in good condition at its expense the interior of the Premises and shall perform any and all necessary repairs and maintenance.

(d) If following notice from Landlord, Tenant fails to make any necessary repairs or perform any necessary maintenance for which Tenant is responsible (other than Tenant installed equipment, maintenance and repair), Landlord may have such repairs or maintenance performed and Landlord's costs of doing so shall be payable as Additional Rent with the next due installment of Base Rent.

Section 8. Taxes. The Tenant further agrees to pay any taxes special assessments hereinafter legally levied by a governmental agency against the lands covered by this lease, including

buildings or personal property of the Tenant. The non-payment of any such taxes by the Tenant for ninety (90) days shall be grounds for cancellation of this lease by the Landlord.

Section 9. Utilities. Tenant shall pay \$150.00 per month for the following: Electricity, Natural Gas, Internet access, Garbage pickup and Snow removal.

Section 10. Signs. Tenant shall have the right to place exterior signs on the Premises subject to any applicable laws, codes or ordinances and subject to any reasonable rules and regulations adopted for the Building by Landlord or the Gaylord Regional Airport Manager. Tenant shall be solely responsible for maintaining its signs in good condition and shall remove them and repair any damage caused by such removal on or before the Expiration Date (or the expiration date of the last Renewal Term, as applicable).

Section 11. Landlord's Right of Access. It is agreed that the Landlord and its duly authorized employees shall have the right of ingress and egress to said leased premises, including all buildings or appurtenances placed or erected on said premises for inspection purposes or for any purpose occasioned by emergency.

Section 12. Tenant's Indemnity. Tenant shall defend, indemnify and hold Landlord and the Authority harmless from and against all claims, actions, demands, judgments, damages, liabilities and expenses, including reasonable attorneys' fees, for death of or bodily injury to any person or for loss of, damage to or destruction of any property arising from Tenant's use of the Premises, except to the extent any such claims, actions, demands, judgments, damages, liabilities or expenses arise from the acts or omissions of Landlord, its agents, employees, guests, invitees or contractors.

Section 13. Landlord's Indemnity. Landlord shall defend, indemnify and hold Tenant harmless from and against all claims, actions, demands, judgments, damages, liabilities and expenses, including reasonable attorneys' fees, for death of or bodily injury to any person or for loss of, damage to or destruction of any property arising in connection with any defect in the condition of the Premises, or arising from the negligent or intentional acts or omissions of Landlord, its employees, contractors, agents or representatives, except to the extent any such claims, actions, demands, judgments, damages, liabilities or expenses arising from the intentional or negligent acts or omissions of Tenant, its agents, employees, guests, invitees or contractors.

Section 14. Insurance.

(a) Tenant shall provide all-risk property insurance on a replacement cost basis covering the Premises, including rent loss insurance, and naming the Landlord as an additional insured and loss payee along with any mortgagee with an insurable interest in the Premises.

(b) Tenant shall at its expense maintain in force during the Initial Term and any Renewal Term a policy of comprehensive public liability insurance insuring Landlord and Tenant against liability arising from Tenant's use, occupancy or maintenance of the Premises and appurtenant areas. Tenant's insurance shall be in the amount of not less than Two Million Dollars

(\$2,000,000.00) for bodily injury to or death of any persons or property damage to third parties in any one occurrence. Landlord shall be named as an additional insured under Tenant's policy.

(c) All insurance maintained by Tenant or Landlord shall be primary and the other party's insurance shall be noncontributing irrespective of any insurance which such party maintains on its own behalf.

(d) All insurance maintained by Tenant or Landlord pursuant to this Section shall be written by insurance companies licensed to do business in the state where the Premises are located, shall be in form and substance reasonably satisfactory to the other party and shall provide that insurance will not be subject to cancellation, termination or material change except after 30 days' prior written notice to such party.

(e) As soon as practicable, Tenant shall furnish to Landlord certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of such policies.

Section 15. Waiver of Subrogation. It is expressly understood that the present rules and regulations now in effect governing the Gaylord Regional Airport, or any future amendment thereto, shall be binding and shall be considered a part of this lease and shall be complied with by the Tenant in all details.

Section 16. Assignment and Subletting. Except as otherwise provided herein, Tenant shall not, without Landlord's written consent, assign, sublet or otherwise transfer its interest in the premises or any part thereof.

Section 17. Remedies Not Exclusive. Landlord's and Tenant's rights, remedies and benefits under this Lease are cumulative and shall not be exclusive of any other rights, remedies and benefits allowed by law or equity.

Section 18. Successors. The covenants, condition and agreements made and entered into by the Landlord and Tenant shall be binding on their heirs, personal representatives, administrators, executors, successors and assigns.

Section 19. Entire Agreement. This Lease, the exhibits, and/or addendum, if any, attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between the parties and there are no matters, whether written or oral, between the parties other than set forth herein.

Section 20. Partial Invalidity. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

Section 21. Notices. All notices of any kind to Tenant shall be sent to Tenant at the following address or to such other address as Tenant may designate by written notice or by telegram:

Federal Express Corporation

All notices of any kind to the Landlord shall be sent to the Landlord at the following address or such other address as Landlord may designate by written notice:

Airport Manager
Gaylord Regional Airport
1100 Aero Drive
Gaylord, MI 49735

All notices shall be in writing with postage prepaid, registered or certified mail, return receipt requested, or by telegram.

Section 22. Relationship to the Parties. Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing rent or any additional charges nor any other provision herein nor any acts of the parties shall create any relationship between the parties other than that of the Landlord and Tenant.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Landlord:

WITNESSES:

Otsego County, a Michigan
Constitutional Corporation

John Burt, Administrator

Ken Glasser, Chairperson

Tenant:

Federal Express Corporation

STATE OF MICHIGAN)
)ss:
COUNTY OF OTSEGO)

Before me personally appeared John Burt and Ken Glasser, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as Administrator and Chairperson said OTSEGO COUNTY, respectively, that it was executed at the order of the board of said OTSEGO COUNTY, and that they signed their name thereto by like order.

NOTARY PUBLIC:
STATE OF MICHIGAN, COUNTY OF OTSEGO
MY COMMISSION EXPIRES _____
Acting in Otsego County

STATE OF MICHIGAN)
)ss:
COUNTY OF)

Before me personally appeared _____ to me well known, and known to me to be the individual described in and who executed the foregoing instrument as _____ of Federal Express Corporation, on behalf of the corporation.

NOTARY PUBLIC:
STATE OF MICHIGAN, COUNTY OF
MY COMMISSION EXPIRES _____
Acting in Otsego County

RESOLUTION NO. OCR 07-30
Proclaiming July 15-21, 2007 as
“Road Rage Awareness Week”

Otsego County Board of Commissioners
July 10, 2007

WHEREAS, Reaching Out Against Road Rage (R.O.A.R.R.), a non-profit (501c3 tax exempt) organization located in Muskegon County, has a mission, which consists of the three P’s: **prevention** of Road rage; **protection** and support of victims against Road Rage; and the **promotion** of life by saving lives; and

WHEREAS, to achieve this mission R.O.A.R.R. is promoting awareness and education on the prevention of Road Rage; working in an effort to reduce the number of incidents; and advocate support and assistance to victims and their families in their recovery process; and

WHEREAS, The National Highway Traffic and Safety Administration (NHTSA) defines Road Rage as “an assault with a motor vehicle or other dangerous weapon by the operator or passenger(s) of another motor vehicle or an assault precipitated by an incident that occurred on a roadway”; and

WHEREAS, a study done by the AAA Foundation indicates an average of at least 1,500 men, women, and children are injured or killed each year in the United States from the violent acts of Road Rage; and

WHEREAS, R.O.A.R.R., understands that to solve a problem, we must first be aware of the problem. Road Rage is a growing problem in Michigan as well as in our country; and

WHEREAS, R.O.A.R.R. recognizes that young and older drivers face roads of death because of rage in other drivers and themselves; and

WHEREAS, we must stop the killing, injuries, and mental anguish; we must work together as a community; and reprogram the destructive attitudes and behaviors that cause Road Rage, now, therefore, be it,

RESOLVED, that the organization R.O.A.R.R. Board of Directors, Kay Shabazz, President, and other individuals and organizations are partnered in a “Road Rage Awareness Campaign” to bring closure to the escalating Road Rage problem; and be it further

RESOLVED, that we urge support and collaboration to adopt the week of July 15-21 as “Road Rage Awareness Week”, and be it further,

RESOLVED, that July 15-21, 2007, is proclaimed as “Road Rage Awareness Week”.

**RESOLUTION NO. OCR 07-31
Opposition to HB 4780**

Otsego County Board of Commissioners
July 10, 2007

WHEREAS, HB 4780 proposes to shift certain services, namely elections, tax collections, and assessing, from the township level of government to the county level; and

WHEREAS, the proposed shift would force county governments to increase staffing and miscellaneous other budget items due to the increased workloads; and

WHEREAS, Otsego County is already feeling a financial strain due to cuts in State funding; and

WHEREAS, HB 4780 does not provide any funding to help alleviate the costs that will be incurred due to the shift; now, therefore, be it,

RESOLVED, that the Otsego County Board of Commissioners strongly opposes HB 4780 for reasons stated herein; and be it further

RESOLVED, that a copy of this Resolution be sent to Senator Tony Stamas, Representative Kevin Elsenheimer, and the Michigan Association of Counties.

RESOLUTION NO. OCR 07-32
Opposition to Reductions in Public Act 2
Appropriations to Counties
Otsego County Board of Commissioners
July 10, 2007

WHEREAS, Counties, unlike other local units of government, are constitutionally and statutorily mandated by the state and federal government to provide a myriad of services, ranging from mandated funding of the state's court activities, mandated funding of human services programs through the child care fund, running jails statewide, and several other responsibilities with regards to the county's constitutional offices; and

WHEREAS, a recent study by Michigan State University Extension and the Michigan County Administrative Officers Association demonstrates that those state mandated services are only met with commensurate funding from the state at a level of 55%, constituting a major unfunded mandate upon counties; and

WHEREAS, even with these major unfunded state mandates upon counties, in 2004 counties sacrificed to assist the state with its growing budget deficit by voluntarily foregoing revenue sharing payments for an extended period of time, saving the state billions of dollars in expenditures; and

WHEREAS, Public Act 2 of 1986 provides for a portion of convention facility/liquor tax revenues received by the State to be distributed to counties; and

WHEREAS, P.A. 2 requires the amount of convention facility/liquor tax distribution to be used to reduce the base tax rate, unless 50 percent of the revenue is distributed by the county to its designated substance abuse coordinating agency for substance abuse programs; and

WHEREAS, P.A. 2 dollars help the state partially offset the unfunded mandate placed on counties and reducing that appropriation will serve to widen the gap and reduce critical substance abuse programs, which are designed to curtail crime; and

WHEREAS, Senate Bill 220 included a reduction in the State's appropriation from the Convention Facility Development Fund of \$18.4 million, representing an almost 50% cut to the program. This represents a minimum impact to Otsego County in the amount of \$75,000; now, therefore, be it,

RESOLVED, that the Otsego County Board of Commissioners is strongly opposed to reductions in P.A. 2 appropriations to counties, and we urge the Michigan Senate and House to fully restore the funding to meet the state's obligations in providing funds to meet state mandated service requirements; and be it further

RESOLVED, that copies of this resolution be sent to Senator Tony Stamas, Representative Kevin Elsenheimer, and the Michigan Association of Counties.



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Building Dept / Gen Fd / Equip Fd

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
2490050 - 693000 - Transfer In	\$	\$ 7,100 -
2660050 - 400001 - From Fund Bal	\$	\$ 1,100 -
-	\$	\$
-	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
249E37H 726000 - Supplies	\$ 300 -	\$
" - 801020 - Professional	\$ 5,000 -	\$
" - 930300 Advertising	\$ 700 -	\$
" - 726050 - Rep+Maint	\$ 1,100 -	\$
101E94H - 999000 - Contingency	\$	\$ 14,782 -
266E94H - 999000 - Transfer out	\$ 1,100 -	\$
Total	\$	\$

Department Head Signature

Date

Jh Best
Administrator's Signature

7/5/07
Date

Finance Department
Entered:
By:

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

Page 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
101E721 - 703040 - Per Diem	\$ 2,500 -	\$
" - 704400 - Educ+Train	\$ 280 -	\$
" - 726200 - Books+Periodics	\$ 430 -	\$
" - 801020 - Professional	\$ 5,000 -	\$
" - 930500 - Travel	\$ 200 -	\$
" - 930600 - Memb+Dues	\$ 372 -	\$
" 999000 Isf out	\$ 7,100 -	\$

TOTAL 22,982 - 22,982 -

Department Head Signature

Date

Administrator's Signature

Date

Finance Department	
Entered:	
By:	

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

OTSEGO COUNTY BOARD RULES/BYLAWS

1. AUTHORITY

These rules/bylaws are adopted by the Board of Commissioners of Otsego County (hereafter referred to as the Board) pursuant to Section 46.11 of the Compiled Laws of Michigan as amended.

2. ORGANIZATION

2.1. BOARD

The Board has nine (9) commissioners elected for two (2) year terms. Generally, the Board may be defined as the legislative, policy making branch of County government.

2.2. DUTIES OF THE CHAIRPERSON

- 2.2.1. The Chairperson, if present, shall preside at all meetings of the Board, preserve order, and decide questions of order subject to appeal to the Board which may reverse the Chairperson by a majority vote of those present and voting.
- 2.2.2. The Chairperson shall be the agent for the Board in the signing of contracts, orders, resolutions, determinations and minutes of the Board.
- 2.2.3. The Chairperson shall serve in such capacities and make appointments as the law shall require or allow.
- 2.2.4. The Chairperson shall serve as an ex-officio member on all Board committees. As such, he shall not be a voting member except cases where he/she is a regular member of the committee.
- 2.2.5. The Chairperson or the appointed replacement shall represent the Board and County at various functional and ceremonial activities.
- 2.2.6. The Chairperson, subject to the disapproval of a majority of those voting, shall appoint all standing, special or ad hoc committees. He/she shall designate the chairperson of each committee.
- 2.2.7. The Chairperson shall have the power to administer an oath to any person concerning any matter being considered by the Board.
- 2.2.8. The Chairperson, when appropriate, shall refer matters coming before the Board to a committee.

2.3. VICE-CHAIRPERSON

He/she shall be elected at the organizational meeting of the Board and shall assume all the duties and responsibilities of the Chairperson when the Chairperson is absent.

2.4. COUNTY CLERK DUTIES

- 2.4.1. Preside, until a Chairperson or temporary chairperson is elected.
- 2.4.2. Record all proceedings of the Board and house the records in a safe place.
- 2.4.3. Make regular entries of all Board resolutions and decisions.
- 2.4.4. Record the vote on all questions and where required indicate the vote of each commissioner.
- 2.4.5. Perform such other duties as the Board by resolution may require.
- 2.4.6. Appoint a deputy to attend Board meeting when unable to attend.

2.5 COUNTY ADMINISTRATOR

The County Administrator is hereby designated as the official signatory of Board approved leases, contracts and other legal documents. However, this designation does not diminish the authority of the Chairperson.

3. MEETINGS

3.1. Organizational meeting.

3.1.1. The first meeting of each calendar year shall be for the purpose of organizing. If needed, the County Clerk shall preside until a chairperson is elected. However, the first order of business shall be to administer the oath of office to commissioner(s) if the oath has not been given.

3.1.2. In odd years the second item of business shall be to decide if the term of office shall be for one (1) or two (2) years and if the vote shall be an open or closed ballot.

3.1.3. In needed, the next item of business is to select, by majority vote of all members, an elected commissioner to serve as Chairperson of the Board. The elected Chairperson shall take and assume the duties upon election.

3.1.4. The next item of business shall be the election of a Vice-Chairperson.

3.2. Regular meetings

The Board shall meet according to the schedule adopted pursuant to Section 5 of the Open Meetings Act (P.A. 267 of 1976 as Amended being MCL 15.265), normally the second and fourth Tuesday of each month. The time and place shall be determined by the Board.

3.3. Special meetings

3.3.1. The Board shall meet in special sessions upon the written petition to the County Administrator, signed by one third (1/3) or more of the members. The petition shall specify the time, date, place and purpose of the meeting.

3.3.2. The Chairperson may also call an unscheduled meeting at his/her discretion.

3.4. Emergency meetings may be called with the consent of two thirds (2/3) of the members of the Board and only if delay would threaten/endanger the health, safety and welfare of the public. An emergency meeting does not require public notice.

3.5. Change in schedule

A change in schedule shall not be made unless a majority of the Board concurs. In the event the Board shall meet and a quorum is not present, the Board with the approval of a majority of those present, may adjourn the meeting to another time provided that notice is given to members and the public.

3.6. Work sessions

Work sessions of the Board may be held at a date, time and place established by the Board. However, formal action may not be taken at a work session.

4. PUBLIC NOTICE OF MEETINGS

4.1. The County Clerk or Administrator shall provide notice for all meetings of the Board. Such notice shall include but is not necessarily limited to the following.

4.1.1. Regular meetings

The Clerk or Administrator shall post within ten (10) days after the first meeting in the calendar year a list of scheduled meetings indicating the date, time and place.

- 4.1.2. Schedule change
Proper and timely notice shall be posted as mandated in Section 4.1.3.
- 4.1.3. Special and emergency meetings
Notice shall be posted immediately and delivered to the residence of each commissioner by direct delivery or mail. No meeting, except emergency, shall be held until the notice shall have been posted at least eighteen (18) hours.
- 4.1.4. Notification of media and others
If a request has been filed the Clerk or Administrator shall notify, with out charge, any newspaper or radio or television station of the Board's meeting schedule, schedule changes or emergency meetings.
- 4.1.5. Upon request, individuals will be notified of meetings but must reimburse the County for all reasonable costs.

5. QUORUM

- 5.1. A majority of commissioners, elected and serving, shall constitute a quorum for the transaction of ordinary business.
- 5.2. No member of the Board may absent himself/herself without the consent of the Board. Leave may be revoked by the Board at any time.
- 5.3. Call of the Board
The Board, by majority vote of those present and voting, may call the Board. Upon such a vote, the Board empowers the Sheriff to assure that commissioners who are absent without leave will promptly attend.

6. AGENDA FOR REGULAR MEETINGS

- 6.1. The Administrator after reviewing pending business and consulting with the Chairperson will draft an agenda for regularly scheduled meetings. Commissioners interested in placing an item on the agenda will notify the Administrator by the close of the business on the Tuesday preceding the next regular meeting. Items not on the agenda may be introduced as new business.
- 6.2. Resolutions to be considered by the Board must be included with the agenda packet forwarded by the Administrator to each commissioner prior to the scheduled regular meeting. Any resolution not included in the packet will require six (6) votes to be adopted.
- 6.3. The following will be the usual agenda format for regular meetings of the Board.
 - Call to Order
 - Invocation
 - Pledge of Allegiance
 - Roll Call
 - Approval and Correction of Minutes
 - Consent Agenda (If Any)
 - Administrator's Report
 - Reports from Officers
 - Committee Reports
 - Reports from Department Heads (If Any)
 - Scheduled Presentations (If Any)

City Liaison & Township & Village Representatives
Correspondence
Special Orders (as defined in RONR) (If Any)
Unfinished Business and General Orders (If Any)
New Business
Public Comment
Board remarks, Announcements, and informal discussions
Closed Session/Executive Meeting (If Ordered)
Adjournment

- 6.4. Agenda for special meetings
The agenda shall be included in the notice of the meeting and no other matter shall be considered except when all members are present and a majority concurs.
- 6.5. Distribution of agenda material
Upon completion of an agenda packet, the Administrator shall immediately distribute and post copies with reports, explanations, etc., that relate to agenda items. Commissioners shall receive materials no later than the Saturday preceding the next regularly scheduled meeting.
- 6.6. Consent agenda - Define/Procedure
- 6.6.1 The consent calendar/agenda shall consist of motions by any commissioner or the administrator with which the Board usually concurs. The Chairperson must allow commissioners to remove any motion where there is a question or a desire to discuss more fully. These items will be added at the appropriate place on the agenda.
- 6.6.2 Motions on the consent agenda shall be numbered consecutively for easy identification.
- 6.6.3 Motions not removed per section 6.6.1 or section 8.1 shall be adopted en bloc by unanimous consent.
- 6.6.4 A resolution may be placed on the consent agenda and when thus included, consideration shall be the same as and concurrent with the other items.

7. CONDUCT OF MEETINGS

- 7.1. The Chairperson shall preside at all meetings of the Board. In the Chairperson's absence the Vice Chairperson shall preside. In the event both Chair and Vice Chair are absent, the Clerk shall preside until the commissioners present elect a commissioner to preside.
- 7.2. Board members wishing to be heard shall first obtain the approval of the Chairperson and each person who speaks shall address the Chairperson. Individuals attending the meeting shall not speak unless recognized by the Chairperson.
- 7.3 A second shall not be required to place a motion before the Board.
- 7.4. Disorderly conduct
- 7.4.1. The Chairperson shall call to order any person who is disorderly by speaking or otherwise disrupting the proceedings by failing to be germane, by speaking longer than the allotted time or interfering with the scheduled agenda. Said person shall be ruled out of order and not allowed to participate except upon special leave of a majority of the commissioners present. If the person continues to be disorderly, the Chairperson may call a recess or have the person removed from the meeting. However, no person shall be removed from a public meeting except for an actual breach of the peace committed at the meeting.
- 7.4.2. Failure to place a pager and/or a cell phone on the silent mode during a meeting is hereby

deemed to be a breach of peace as defined by section 7.4.1.

- 7.5 If a motion to adjourn is adopted prior to "Public Comment", the meeting shall immediately be open for public comments prior to execution of the motion. Public comment under this sub-section is limited to thirty (30) minutes.
- 7.6 A negative motion shall be considered the same as if the motion had been made in a positive form. A negative motion is a motion which (a) if adopted has the same result as not adopting any motion, and (b) if defeated leaves everyone confused as to the board's intent. A motion to 'not approve the petition' shall be stated as a motion to 'approve the petition.'

8. PUBLIC PARTICIPATION IN MEETINGS

- 8.1. Public comment on the consent agenda shall be limited to requesting the removal of a motion from the consent agenda. This request shall indicate the speakers desire to speak against the motion.
- 8.2. Participation during debate on a motion.
After a question has been opened for debate by the chairperson, a member of the public, when recognized by the chairperson, may speak on the question once for up to three (3) minutes, providing the remarks conform to rules of proper debate and are germane to the question. Germane is defined as having a bearing on whether the pending motion should be adopted or rejected.
- 8.3 A motion to close public debate
The subsidiary motion to close public debate shall rank between the motion to limit or extend limits of debate and the motion of the previous question. This motion shall require a majority vote, shall not be debated or amended, but may be reconsidered under the same rules as the previous question.
- 8.4. During "Public Comment" after New Business or under provisions of section 7.5, Members of the public are invited to bring before the Board any concern that is with in the providence of the Board. The speaker must use language that is appropriate for debate.

9. VOTING

- 9.1. Majority vote is the usual manner for deciding procedural and other questions arising at a meeting. However, there may be exceptions wherein decisions require, by statute, a higher than majority vote. Also, a majority of the members elected and serving is required for final passage or adoption of resolutions or allowance of claims, or other routine business.
- 9.2. A two thirds (2/3) vote shall be required on the following procedural motions.
 - Suspend the rules
 - Limit or extend debate
 - Object to consideration
 - Move the previous question
 - Hold a closed session pursuant to the Open Meetings Act
- 9.3. A roll call vote requires the name and vote of each member be recorded on any action taken by the Board. Unanimous consent shall be recorded as each member voting in favor of the proposed action.

- 9.4. No vote may be taken by secret ballot except on the question of electing a Chairperson.
- 9.5. Mandatory voting on all issues shall be required unless a member is recused, due to conflict of interest, by a majority of the Board.
- 9.6. A question may be reconsidered and decided by a roll call vote if called for by a member who voted with the majority on the roll call. Any member may ask for reconsideration if the matter was decided viva voce. However, a matter may not be reconsidered more than once.
- 9.7. Conflict of interest suggests that a commissioner has a direct or indirect interest in a contract or other business transaction. Members are encouraged to vote after making public the possible conflict.

10. RECORD OF MEETINGS

- 10.1. The County Clerk shall be the Clerk of the Board and will be responsible for maintaining the official records and minutes of Board meetings. The minutes shall include all actions and decisions made by the Board and shall indicate the name of the mover of motions and resolutions. Resolutions will be considered by roll call vote and each commissioner's vote indicated.
- 10.2. Record of discussion
The Clerk shall not be responsible for maintaining a written record or summary written record of the discussions and comments made by Board members or comments made by members of the public. However, the Clerk shall be responsible for making an electronic tape recording of each meeting of the Board. These tapes shall be maintained in the office of the Clerk for a period of six (6) months. The tapes will not leave the office of the Clerk.
- 10.3. Request for remarks to be included.
A commissioner may have his/her comments printed as part of the minutes upon the concurrence of a majority of the members present. Such comments to be included in the record shall be provided to the clerk in writing.
- 10.4. Public access to meeting records
The Clerk shall make available to the public the records of Board meetings in accordance with the Freedom of Information Act. Board minutes prepared but not approved by the Board shall be made available for public inspection not more than seven working days following the meeting. Approved minutes shall be available the day following the meeting of the Board wherein approval was given.

11. COMMITTEES

- 11.1. Appointment
Each year, following the election of the Board Chairperson, the Chairperson shall appoint commissioners to standing committees and other assignments as appropriate.
- 11.2. Committee Chairperson
The person first listed on the roster of each committee shall be Chairperson. In the absence of the chairperson, the next listed commissioners shall act as Chairperson.
- 11.3. Standing Committees (See Appendix for Descriptions) of this Board are:
 - 11.3.1 Budget-Finance
 - 11.3.2 Personnel

- 11.3.3 County Infrastructure
- 11.3.4 Transportation and County Airport
- 11.3.5 Justice & Public Safety
- 11.3.6 Human Services
- 11.4. Committee meetings
 - 11.4.1. A majority of the members of a committee shall constitute a quorum. Committee meetings shall be open to the public unless closed by a two thirds (2/3) vote pursuant to the Open Meetings Act.
 - 11.4.2. The committee shall maintain a written record of meetings and shall present records to the Board at a regular meeting. These records shall constitute a public record and shall be made available to any person as required by law.
- 11.5. Exercise of Governmental function

A committee shall not exercise a government function in a meeting that is not open to the public unless the Open Meetings Act permits a session to be closed to the public. The committee will make recommendations to the Board and report matters considered and rejected as well as those considered and recommended.
- 11.6 A special, select or ad hoc committee may be formed by the chairperson with consent of the Board or by direction of the Board. Any committee formed under this section shall cease to exist upon completion of its assignment.
- 11.7. Committee of the Whole
 - 11.7.1. Whenever the Board shall meet in “working meetings” the Board shall meet as a committee of the whole and the Chairperson, Vice-Chairperson or another member shall preside.
 - 11.7.2. Meetings of the whole shall comply with the provisions of the Open Meetings Act with respect to public notice except when the Board shall devolve into a committee of the whole at one of its regular meetings.
 - 11.7.3. The rules of the Board shall be observed in committee of the whole meetings except for limiting debate, moving to vote immediately and taking a roll call vote.
 - 11.7.4. Upon request of two thirds (2/3) of the Board, resolutions, ordinances and other matters shall be read aloud by the Clerk and considered and acted upon by sections. When the committee of the whole completes its deliberations, a member shall move that the committee rise and report to the Board.

12. EXECUTIVE MEETINGS/CLOSED SESSIONS

- 12.1. A motion to hold an executive meeting/closed session may be made at any time during the meeting. If the motion passes, the meeting shall be held as provided for in rule 6.3. If rule 7.5 is in effect, then the closed session shall be between public comment and adjournment. The vote on a motion to hold an executive meeting shall be recorded in the minutes. Executive sessions must comply with the Open Meetings Act.
- 12.2. Minutes of Executive meetings shall be maintained separate and sealed. The minutes shall indicate clearly the topics discussed. The record shall not be disclosed to the public except on order of a court. The clerk shall destroy the minutes after one (1) year and one (1) day after the meeting at which the Board approved the minutes.

13. PARLIAMENTARY AUTHORITY

Robert's Rules of Order Newly Revised (RONR) shall govern all questions of procedure not otherwise provided by these rules, or by State or Federal law. A person so designated by the Board shall serve as the Board's parliamentarian and shall advise the presiding officer regarding rules of procedure.

14. ADMINISTRATIVE RESOLUTIONS

14.1. Definitions

Any action regarding the operation or administration of a department of County government or containing policies of the Board applicable to more than one (1) department, and not adopted by ordinance, shall be an administrative policy.

14.2. Any commissioner may introduce an administrative resolution at a regular or special meeting.

15. PROCEDURE FOR FILLING VACANCIES ON BOARDS AND COMMISSIONS

15.1. The Administrator shall notify the Board regarding the expiration of term of office on any board or commission where vacancies are filled by the Board.

15.2. The Administrator shall prepare public notice of vacancies. Such action shall not require Board approval. Public notices must be given whenever a vacancy occurs on a board or commission, which the Board has the authority to fill.

16. BOARD VACANCIES

When a vacancy occurs in the office of commissioners by death, resignation, moving from the district or removal from office the vacancy shall be filled by appointment within thirty (30) days by the Board with a resident and registered voter of that district. The person appointed to fill a vacancy which occurs in an odd numbered year shall serve until the vacancy is filled by a special election. The person appointed to fill a vacancy which occurs in an election year shall serve the remainder of the unexpired term. If the Board fails to fill a vacancy within thirty (30) days, the vacancy shall be filled by special election regardless of the year. A person appointed under this section shall, for the purpose of these rules/bylaws, be considered to be elected and serving.

17. PER DIEM

17.1. Per Diem for each commissioner shall be \$35.00 for each authorized meeting attended. If the meeting lasts longer than 4 hours, the per diem shall be \$70.00.

17.2. Authorized meetings are meetings of committees to which the commissioner has been appointed, meetings of organizations to which the commissioner is a liaison, and other Board approved events.

17.3. No Per Diem shall be paid for regular and/or special board meetings, committee of the whole meetings, board workshops, or other events which the full board is expected to attend. No per diem shall be paid for attending a committee meeting as an ex-officio member.

18. ADOPTION AND AMENDMENT OF RULES

These rules having been adopted by not less than a two-thirds (2/3) vote of all the members of the Board, may be amended or rescinded by a two-thirds (2/3) vote of all the

members of the Board. They shall remain in effect until amended or rescinded. Any proposed amendment of these rules, properly presented to the Board of Commissioners, shall take immediate effect when adopted, unless the Board at the time of adoption stipulates otherwise.

19. PREVIOUS RULES/BYLAWS

These Otsego County Rules/Bylaws supersede any and all rules/bylaws and amendments adopted prior to this date.

Amended 7/10/07

APPENDIX A

COMMITTEE DESCRIPTIONS/DUTIES

Budget & Finance Committee

The Budget & Finance Committee consists of 4 County Commissioners appointed by the Chairman of the Board of Commissioner. The County Administrator is also a permanent voting member of the Committee, but is not intended to serve in the capacity of Chairman of the Committee. The intent of the committee is not to assume the management authority of either the department head or the County Administrator, but rather to ensure the integrity of all policies affecting the public. The County Administrator determines which issues need committee action prior to board action. The committee shall make recommendations to the Board of Commissioners concerning policy matters concerning finance, budget establishment and management, federal and state grants, equalization of taxes throughout the county, additional appropriations requested during the course of a fiscal year, and associated fiscal matters. The committee's responsibilities also include serving as a liaison to the following county departments, offices and agencies: Equalization, Treasurer, Clerk/Register of Deeds, and Economic Alliance.

Justice and Public Safety Committee

The Justice & Public Safety Committee consists of 4 County Commissioners appointed by the Chairman of the Board of Commissioner. The County Administrator is also a permanent voting member of the Committee, but is not intended to serve in the capacity of Chairman of the Committee. The intent of the committee is not to assume the management authority of either the department head or the County Administrator, but rather to ensure the integrity of all policies affecting the public. The County Administrator determines which issues need committee action prior to board action. The committee's responsibilities include making recommendations with regard to matters of interest or concern to the County Board in the areas of justice and public safety. The committee's responsibilities also include serving as a liaison to the following county departments, offices and agencies: Circuit Court, District Court, Probate Court, Friend of the Court, Prosecuting Attorney's Office, Animal Control, and the Sheriff's Department.

Personnel Committee

The Personnel Committee consists of 4 County Commissioners appointed by the Chairman of the Board of Commissioner. The County Administrator is also a permanent voting member of the Committee, but is not intended to serve in the capacity of Chairman of the Committee. The intent of the committee is not to assume the management authority of either the department head or the County Administrator, but rather to ensure the integrity of all policies affecting the public. The County Administrator determines which issues need committee action prior to board action. The committee shall make recommendations to the Board of Commissioners concerning all personnel items such as: determining the number of employees in a department; employing

personnel; termination of personnel, other than department heads; establishing new positions; salary or wages for positions; personnel policies; benefits for elected and non-elected personnel; serve as the collective bargaining committee including involvement in grievance procedures; and any duties assigned by the Board of Commissioners. The committee's responsibilities also include serving as a liaison to the following county departments, offices and agencies: MSU Extension, Sportsplex, University Center, M-TEC.

Transportation and Airport Committee

The Transportation and Airport Committee consists of 3 County Commissioners appointed by the Chairman of the Board of Commissioner. The intent of the committee is not to assume the management authority of either the department head or the County Administrator, but rather to ensure the integrity of all policies affecting the public. The County Administrator determines which issues need committee action prior to board action. The committee shall make recommendations to the Board of Commissioners concerning the county's public infrastructure. The Committee shall have the management, control and expenditure of funds for the county airport, and shall supervise the care, control and improvement of the airport property, and make reasonable rules and regulations and enforce the same when made respecting the use by the public of such property. The committee's responsibilities also include serving as a liaison to the following departments, offices and agencies: Airport, Bus, and the Airport Advisory Committee.

County Infrastructure Committee

The County Infrastructure Committee consists of 4 County Commissioners appointed by the Chairman of the Board of Commissioner. The County Administrator is also a permanent voting member of the Committee, but is not intended to serve in the capacity of Chairman of the Committee. The intent of the committee is not to assume the management authority of either the department head or the County Administrator, but rather to ensure the integrity of all policies affecting the public. The County Administrator determines which issues need committee action prior to board action. The committee shall make recommendations to the Board of Commissioners concerning the county's infrastructure. The committee's responsibilities also include serving as a liaison to the following county departments, offices and agencies: Building & Grounds, Land Use Services, County Surveyor, and Northeast Michigan Council of Governments (NEMCOG).

Human Services Committee

The County Infrastructure Committee consists of 4 County Commissioners appointed by the Chairman of the Board of Commissioner. The County Administrator is also a permanent voting member of the Committee, but is not intended to serve in the capacity of Chairman of the Committee. The intent of the committee is not to assume the management authority of either the department head or the County Administrator, but rather to ensure the integrity of all policies affecting the public. The County Administrator determines which issues need committee action prior to board action. The committee shall make recommendations to the Board of

Commissioners concerning human services provided. The committee's responsibilities also include serving as a liaison to the following county departments, offices and agencies: Northern Michigan Substance Abuse Services (NMSAS), Michigan Department of Human Services (DHS), Northeast Michigan Community Mental Health Services (NEMCHMH), District Health, Northeast Michigan Community Services Agency (NEMCSA), Michigan Works – Northeast Michigan (NEMC), Commission on Aging, Medical Examiner, and EMS.