

December 18, 2012

The Regular meeting of the Otsego County Board of Commissioners was held in the County Building at 225 West Main Street, Room 100. The meeting was called to order at 9:30 a.m. by Vice-Chairman Paul Liss. Invocation by Commissioner Ken Borton, followed by the Pledge of Allegiance led by Sheriff James McBride.

Roll call:

Present: Clark Bates, Paul Liss, Lee Olsen, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton, Bruce Brown.

Chairman Paul Beachnau arrived at 9:33 a.m.

Motion by Commissioner Clark Bates, to approve the regular minutes of November 27, 2012 with attachments. Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to approve the reappointment of Jeff Ratcliffe to the Airport Advisory Committee with the term to expire on December 31, 2015. Ayes: Unanimous. Motion carried.

Motion to approve the reappointment of Daniel Wagar to the Airport Advisory Committee with the term to expire on December 31, 2015. Ayes: Unanimous. Motion carried.

Motion to approve 2012 end of the year budget amendments. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the sale of Otsego County Bus number 20 (vin:1HVBEABM12H549575) to Play and Learn Zone in the amount of \$1,300. Ayes: Unanimous. Motion carried.

Motion to approve the reappointment of James Camiller to Commission on Aging with the term to expire on December 31, 2015. Ayes: Unanimous. Motion carried.

Motion to approve the reappointment of Alan Couture to Commission on Aging with the term to expire on December 31, 2015. Ayes: Unanimous. Motion carried.

Motion to approve the reappointment of Mary Sanders to Commission on Aging with the term to expire on December 31, 2015. Ayes: Unanimous. Motion carried.

Motion to approve the reappointment of John Ernst to the Construction Board of Appeals with the term to expire on December 31, 2015. Ayes: Unanimous. Motion carried.

Motion to approve the Groen Support agreement amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the reappointment of David Baragrey to the Parks and Recreation Commission with the term to expire on December 31, 2015. Ayes: Unanimous. Motion carried.

Motion to approve the reappointment of Abe Cruz to the Parks and Recreation Commission with the term to expire on December 31, 2015. Ayes: Unanimous. Motion carried.

Motion to approve the reappointment of Michael Mang to the Planning Commission with the term to expire on December 31, 2015. Ayes: Unanimous. Motion carried.

Motion to approve the reappointment of Philip Alexander to the Zoning Board of Appeals with the term to expire on December 31, 2015. Ayes: Unanimous. Motion carried.

Motion to approve the reappointment of Daniel Wagar to the Zoning Board of Appeals with the term to expire on December 31, 2015. Ayes: Unanimous. Motion carried.

Administrator's Report:

John Burt reported the 9-1-1 director position posted; Land Use Services; Courthouse security doors; Personal property tax changes.

Motion by Commissioner Richard Sumerix, to approve the Emergency Management Services Agreement for 2013 with funding to come out of the General Fund budget. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Clark Bates, to comply with Michigan Public Act 152 of 2011 by electing to set the limit Otsego County as the employer will pay for medical benefit plan coverage at 80% for all Otsego County employees. Ayes: Unanimous. Motion carried.

Motion by Commissioner Lee Olsen, to approve the reappointment of Jack Thompson to the Commission on Aging for a three year term ending December 31, 2015. Ayes: Unanimous. Motion carried.

Special Presentation:

Kristina Brooks from MSU Extension addressed the Board.

Bruce Brown was excused.

Department Head Report:

Marlene Hopp reported on the Veteran's and Housing

James McBride reported on the Sheriff's Department.

Matt Nowicki introduced Matt Muladore as his undersheriff.

Motion by Commissioner Doug Johnson, to approve OCR 12-36 Recognition of Sheriff Jim McBride.

Roll Call Vote:

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

Nays: None.

Excused: Bruce Brown.

Motion carried/Resolution adopted. (see attached)

Commissioner Bruce Brown returned.

The Prosecutor Office reclassification request was removed from the agenda.

Mary Sanders report on the MTA meeting.

Roberta Tholl reported on the Road Commission.

Correspondence:

Rachel Frisch reported on the November 2012 financial reports.

New Business:

Motion by Commissioner Ken Borton, to approve the December 4, 2012 Warrant in the amount of \$155,413.27 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Bruce Brown, to approve the December 11, 2012 Warrant in the amount \$225,167.25 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, to approve the December 18, 2012 Warrant in the amount \$707,446.74 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Erma Backenstose, to adopt Resolution OCR-12-35 Recognizing Jack Deming.

Roll Call Vote:

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

Nays: None.

Motion carried/Resolution adopted. (see attached)

Public Comment:

Paul Sopsich addressed the Board.

Freddie Reed addressed the Board.

Motion by Commissioner Clark Bates, to go into closed session to consult with our attorney regarding the decision of the Michigan Tax Tribunal and appeal from the decision filed by Dover Township in the case of Treetops Acquisition Company, LLC v Township of Dover, MTT Docket No. 316763, and Court of Appeals Case No. 313173, pending in the Michigan Court of Appeals, pursuant to Section 8 (e) of the Open Meetings Act since discussion in an open meeting regarding the merits of the appeal, likelihood of success, analysis of the proceedings held at the Michigan Tax Tribunal, and recommendations from our attorney whether Otsego County should contribute towards the cost of prosecuting the appeal, would have a detrimental financial effect upon the appeal.

Roll Call Vote:

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

Nays: None.

Entered into closed session at 10:45 a.m.

Returned to open session at 11:40 a.m.

Motion by Commissioner Erma Backenstose, to allocate funding from the County's Delinquent Tax Revolving Fund (Fund 516) to help an appeal by Dover Township concerning the case of Treetops Acquisition Company, LLC v Township of Dover, MTT Docket No. 316763, and Court of Appeals Case No. 313173, pending in the Michigan Court of Appeals.

Ayes: Paul Liss.

Nays: Clark Bates, Paul Beachnau, Lee Olsen, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton, Bruce Brown.

Motion defeated.

Board Remarks:

Commissioner Clark Bates: City Council meeting.

Meeting adjourned at 11:51 a.m.

Paul M. Beachnau, Chairman

Susan I. DeFeyter, Otsego County Clerk

**FIRST AMENDMENT TO AGREEMENT
FOR SUPPORT OF PROPERTY TO BE DESIGNATED
AS THE LOUIS M. GROEN NATURE PRESERVE**

This First Amendment to Agreement for Support of Property to be Designated as the Louis M. Groen Nature Preserve ("Amendment") is made on the _____ day of _____, 2012 by and between the County of Otsego, Michigan, a Michigan municipal corporation, whose address is 225 W. Main, Gaylord, Michigan 49735 ("County") and the Louis M. Groen Foundation, an Ohio non-profit corporation, whose address is 5767 Beechgrove Lane, Cincinnati, Ohio 45233 ("Foundation").

WHEREAS, the County and the Foundation entered into an Agreement for Support of Property to be designated as the Louis M. Groen Nature Preserve on the 11th day of November, 2011 ("Agreement").

WHEREAS, the parties reserved the right to amend the Agreement by a writing signed by both parties.

WHEREAS, the parties are desirous of amending the Agreement to modify the timing of the payment of the Continuing Support Payment by the Foundation pursuant to the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the County and Foundation hereby agree, that the Agreement is amended as follows:

1. The second and third paragraphs of Section 2 of the Agreement shall be deleted in their entirety and in lieu thereof, the following second and third paragraphs shall be inserted:

"By October 31st of each year during the term of this Agreement, the County shall provide the Foundation, for its approval, the budget for the next ensuing calendar year. In connection with the submission of such budget, the County shall provide the Foundation with its interim financial statements for the Property for the period January 1 through September 30 of each year. Such budget and interim financial statements shall be reviewed by the Foundation on or before December 1st of each year and any questions or controversies related to such budget shall be resolved between the parties on or before December 31st of the year prior to the applicable budget year. On or

before January 10th of the applicable budget year, the Foundation shall pay the County 60% of the projected Continuing Support Payment.

In addition, to determine the amount of the final Continuing Support Payment, for the applicable budget year, the Foundation shall consider (a) the income derived by the County and all permissible uses of the Property in the year then ending; (b) the expenses incurred by the County for the care and maintenance of the Property in the year then ending; (c) the costs associated with the construction, operation or maintenance of any capital improvements to the Property; and (d) the budget for such year which has been approved by the Foundation. In order for the Foundation to evaluate the revenue, costs and expenses associated with the Property, the County shall provide the Foundation with the annual financial statements for the Property for the period January 1st through December 31st of the year then ended, along with any other financial and other records necessary to account for such information as may be requested on or before March 31st of the year for which the remaining Continuing Support Payment shall be paid. The Foundation shall review all such information and any questions or controversies relating to the remaining Continuing Support Payment (after giving effect to the partial Continuing Support Payment that was made on or before January 10th of such year) shall be resolved between the parties on or before April 30th of each year. The remaining Continuing Support Payment shall be made by May 31st of each year. The County shall provide the Foundation with its audited financial statements for the Property within thirty (30) days of their issuance.

2. The address of the Foundation in the opening paragraph of the Agreement and in Section 6(c) shall be 5767 Beechgrove Lane, Cincinnati, Ohio 45233.

3. Except as modified by the provisions of this First Amendment to the Agreement for Support of Property to be designated as the Louis M. Groen Nature Preserve, the parties ratify and affirm the terms and conditions of the Agreement dated November 11, 2011.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the _____ day of _____, 2012.

COUNTY OF OTSEGO COUNTY, MICHIGAN

By: _____
John M. Burt, Administrator

THE LOUIS M. GROEN FOUNDATION

By: _____
Edna K. Groen
Its: Chairman of the Board

**AGREEMENT FOR SUPPORT OF PROPERTY TO BE DESIGNATED AS THE
LOUIS M. GROEN NATURE PRESERVE**

THIS AGREEMENT FOR SUPPORT ("Agreement") is made on the 11th day of November, 2011 by and between the County of Otsego, Michigan, a Michigan municipal corporation, whose address is 225 West Main, Gaylord, Michigan 49735 ("County") and The Louis M. Groen Foundation, an Ohio non-profit corporation, whose address is 5767 Beech Grove Avenue, Cincinnati, OH 45241 ("Foundation").

Recitals

- A. WHEREAS, Edna K. Groen and Edward J. Cummings, Sr., Successor Trustees of the Louis M. Groen Charitable Trust dated August 28, 2001 ("Trust") are the owners of certain real property located in the Township of Charlton, County of Otsego, State of Michigan, consisting of approximately 764 acres, as described more specifically in Exhibit "A" attached hereto ("Property");
- B. WHEREAS, the County is the designated beneficiary under the Trust and upon the execution of a Conservation Easement by and between the Successor Trustee and the Otsego Conservation District, the Successor Trustee will transfer the Property to the County;
- C. WHEREAS, following the transfer of the Property to the County, the County will utilize the Property as a nature preserve to be known as the Louis M. Groen Nature Preserve;
- D. WHEREAS, the Foundation has agreed to provide the County with long term funding necessary for the County to maintain the Property as a nature preserve in accordance with the terms and conditions of the Conservation Easement; and
- E. WHEREAS, in consideration of the foregoing, the parties agree as follows:

Agreement

- 1. **TERM.** This Agreement shall commence as of the date hereof and shall remain in effect so long as the Property continues to be operated by the County in accordance with the terms of the Conservation Easement.
- 2. **SUPPORT.** Upon transfer of ownership of Property to the County, an amount equal to Fifty Thousand and 00/100 Dollars (\$50,000.00) shall be provided by the Foundation to the County to be used for the care and maintenance of the Property as a nature preserve that fulfills charitable or

other exempt purposes within the meaning of Internal Revenue Code Section 170(c)(1) or 170(c)(2)(B) ("Initial Support Payment"). During each consecutive year following the year of the Initial Support Payment that this Agreement is in effect, the Foundation shall pay to the County a Continuing Support Payment in an amount to be determined on an annual basis as set forth below.

By December 31st of each year during the term of this Agreement, the County shall provide the Foundation, for its approval, the budget for the next ensuing calendar year. Such budget shall then be reviewed by the Foundation on or before February 28th of the applicable budget year and any questions or controversies related to such budget shall be resolved between the parties on or before March 31st of the applicable budget year.

In addition, to determine the amount of each Continuing Support Payment, the Foundation shall consider (a) the income derived by the County from all permissible uses of the Property in the year then ending; (b) the expenses incurred by the County for the care and maintenance of the Property in the year then ending; (c) the costs associated with the construction, operation or maintenance of any capital improvements to the Property; and (d) the budget for such year which has been approved by the Foundation. In order for the Foundation to evaluate the revenue, costs and expenses associated with the Property, the County shall maintain the financial and other records necessary to account for such information and shall disclose and provide an annual accounting of such information to the Foundation on or before March 31st of the year for which the Continuing Support Payment shall be paid. The Foundation shall then review all provided information, determine the amount of the annual Continuing Support Payment and pay to the County the Continuing Support Payment by June 30th of each year.

Notwithstanding the above, the parties agree that for the first full year for a Continuing Support Payment (January 1, 2012 to December 31, 2012) the amount to be paid by the Foundation to the County pursuant to the terms hereof will be at least Twenty Five Thousand and 00/100 Dollars (\$25,000.00). After the County's first full year of operating the Property as a nature preserve, and subject to the criteria set forth above, the Foundation agrees to adjust each subsequent Continuing Support Payment (either upward or downward) as it deems necessary to enable the County to maintain and operate the Property as intended, consistent with and in accordance with the Conservation Easement.

In addition to the Initial Support Payment and the Continuing Support Payments contemplated hereunder, the parties acknowledge that additional financial support may be necessary for capital improvements or expenditures related to the Property, including but not limited to restroom

facilities. In such event, the County may submit a request for additional financial support in writing to the Foundation for approval at the discretion of the Board of Directors of the Foundation. The parties agree that any such additional funding approved by the Foundation shall be subject to all annual accounting terms and disclosure provisions hereunder.

The parties agree that the Foundation, at its own cost, retains the right to audit any financial or other information provided by the County or any other source with regard to any activity or operations on the Property.

3. **RESPONSIBILITIES OF COUNTY.** In consideration for the Initial Support Payment and the Continuing Support Payments, the County shall use the funds for all activities necessary and proper to maintain the Property, including but not limited to, installation of appropriate signs as determined by the County. All payments hereunder shall be deposited in a separate account established by the County exclusively for funds utilized in maintaining the Property and an annual accounting of all deposits and withdrawals from the separate account shall be provided to the Foundation as set forth in Section 2, above.

If the County fails to comply with the terms of this Agreement or fails to comply with the terms of the Conservation Easement, the County shall return all unexpended Support Payments to the Foundation. In addition, the Foundation may require the reimbursement of any Support Payments paid hereunder that the Foundation reasonably determines were expended for purposes other than the purposes outlined in this Agreement or for purposes otherwise not agreed to in writing by the parties.

4. **RIGHT OF FOUNDATION TO SUSPEND OR TERMINATE PAYMENTS.** In the event the County would breach the terms of this Agreement, after the expiration of any cure period, the Foundation shall have the right to suspend or terminate payments under this Agreement.

If the Foundation determines that the County is in violation of the terms of this Agreement or that a violation is imminent, the Foundation shall give written notice to the County of such violation and demand cessation of the offending activities and correct the action sufficient to cure the violation. If the County fails to cure the violation within thirty (30) days after receipt of the notice thereof from the Foundation, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, or fails to begin curing such violation within thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the Foundation shall have the right to suspend payments hereunder and/or terminate such payments, subject to the rights of the parties to utilize the arbitration procedure hereinafter set forth.

The parties shall meet and confer in good faith to attempt to resolve any dispute arising under this Agreement, including the suspension and/or termination of payments by the Foundation. The parties agree that any dispute between the parties which cannot be resolved shall be determined by final and binding arbitration in the City of Gaylord, Michigan and in accordance with the rules of the American Arbitration Association and Michigan law will govern. Each party shall bear its own cost of arbitration.

Nothing contained herein shall be construed as a limitation of any of the rights provided to the Otsego Conservation District under the terms of the Conservation Easement.

The Foundation upon reasonable notice to the County shall have the right to inspect the Property in order to verify compliance with this Agreement.

5. RIGHT OF COUNTY TO ENFORCE AGREEMENT. In the event the Foundation would breach the terms of this Agreement or fail to timely make any payment contemplated hereunder, except as such payment may be suspended or terminated pursuant to Section 4 hereof, the County, after first attempting to resolve the matter in good faith with the Foundation, may seek final and binding arbitration in the City of Gaylord, Michigan in accordance with the rules of the American Arbitration Association and Michigan law. Each party shall bear its own cost of arbitration.

6. NOTICES. Any notice, request or accounting provided under this Agreement may be served by:

(a) depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested,

(b) delivering the same in person to such party via a hand delivery service, Federal Express or any other nationally recognized courier service that provides a return receipt showing the date of actual delivery of same to the address thereof, or

(c) facsimile transmission, if a copy is deposited for overnight delivery with a nationally recognized courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to the County, to: County of Otsego, Michigan
Attn: County Administrator

225 West Main
Gaylord, MI 49735

If to the Foundallon, to

The Louis M. Groen Foundation
5767 Beech Grove Lane
Cincinnati, OH 45238

With a copy to:

James H. Smith III, Esq.
Lindhorst & Dredame LPA
312 Walnut St., Suite 3100
Cincinnati, OH 45202

7. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, and all prior agreements or understandings of the parties are revoked. There are no agreements, restrictions, promises, warranties, covenants, or other undertakings other than those expressly set forth in this Agreement.
8. **WAIVER AND AMENDMENT.** All modifications to this Agreement shall be in writing and signed by both parties. Any waiver of any provision of this Agreement shall be executed by the party that is waiving the application of any provision of this Agreement.
9. **APPLICABLE LAW.** This Agreement will be construed and enforced according to the laws of the State of Michigan, without giving effect to the conflict of the laws and principles thereof.
10. **VALIDITY/SEVERABILITY.** If any provision of this Agreement or the application of any provision is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision will not be effected and the provision so held to be invalid, unenforceable or otherwise illegal will be reformed to the extent (and only to the extent) necessary to make it enforceable, valid or legal. To the extent any provisions held to be invalid, unenforceable or otherwise illegal cannot be reformed, such provisions are to stricken herefrom and the remainder of this Agreement will be binding on the parties and their successors assigned as if such invalid or illegal provisions were never included in this Agreement from the first instance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed as of the 11th day of November, 2011.

COUNTY OF OTSEGO, MICHIGAN

By: _____
John M. Burt
Its: Administrator

THE LOUIS M. GROEN FOUNDATION

Edna K Groen
By: _____
Edna K Groen
Its: *Chairman of the Board*

EXHIBIT "A"

A parcel of land in part of Section 16 and 17, T30N-R1W, Charlton Township, Otsego County, Michigan, described as BEGINNING at the Southwest corner of said Section 17; thence N01°48'05"E, 2624.79' along the West line of said Section 17; thence continuing along said West line N02°10'07"E, 2617.06'; thence S89°24'14"E, 2639.05' along the North line of said Section 17; thence continuing along said North line S89°25'40"E, 2638.40'; thence S02°36'16"W, 2557.45' along the west line of said Section 16; thence along a meander line of Johannesburg Lake the following two courses: 1) S67°45'56"E, 263.67'; 2) S79°20'53"E, 310.38'; thence S78°26'07"E, 371.45'; thence along a meander line of Kiyawa Lake the following two courses: 1) W83°19'00"E, 142.11'; 2) N78°50'26"W, 281.34'; thence N02°10'54"E, 2799.02'; thence S88°48'51"E, 1320.78' along the North line of said Section 16; thence S01°54'30"W, 4116.12' along the N-S 1/4 line of said Section 16; thence along the centerline of Hetherton Road the following five (5) courses 1) S70°57'38"W, 341.00'; 2) 433.40' along a curve to the left, said curve having a radius of 3752.61', a Long Chord of 433.16', bearing S67°39'07"W; 3) thence S64°20'36"W, 1596.32'; 4) 491.98' along a curve to the right, said curve having a radius of 1188.46', a Long Chord of 488.47', bearing S76°12'08"W; 5) S88°03'41"W, 489.12'; thence N00°15'06"E, 887.92' along the East line of the Plat of the Village of Johannesburg as recorded in Liber 1 of Plats, Page 44, Otsego County Records; thence N89°38'53"W, 321.51' along the North line of Hanson Avenue; thence N00°13'28"E, 426.22' along the East line of Maple Street; thence N89°51'00"W, 455.55' along the North line of Michelson Avenue; thence S00°13'22"W, 425.69' along the West line of Birch Street; thence N89°49'25"W, 644.22' along the North line of Hanson Avenue; thence S00°14'41"W, 706.86'; thence N88°58'07"W, 771.24' along the North right-of-way line of Highway M-32; thence N01°57'39"E, 2466.23' along the N-S 1/4 line of said Section 17; thence N89°05'38"W, 1324.12' along the E-W 1/4 line of said Section 17; thence S01°52'51"W, 2629.41' along the West 1/8 line of said Section 17; thence N88°53'46"W, 1320.42' along the South line of said Section 17 to the Point of Beginning.

EXCEPT: [Parcel to Restated Trust] A parcel of land commencing at the Southeast corner of said Section 17: thence N01°55'05"E, 900.16' to the POINT OF BEGINNING; thence N89°38'53"W, 792.06'; thence N00°13'28"E, 526.22'; thence N77°16'48"E, 795.85'; thence N04°53'31"W, 600.00'; thence N65°24'54"E, 350.00'; thence S25°07'43"E, 600.00'; thence S08°57'37"W, 920.00'; thence N89°38'53"W, 364.95' to the Point of Beginning. All lot lines extend to the water's edge, containing 25.29 acres, more or less. Being the same parcel described in LIBER 0602, page 053 Otsego County Michigan Register of Deeds.

EXCEPT: [Parcel to Blocks – with subsequent transfer below]

A Parcel of land over and across a part of the Southeast ¼ of Section 17, T30N-R1W, Charlton Township, Otsego County, Michigan, described as:

Commencing at the South ¼ of Section 17, T30N-R1W thence S 88° 58' 07" E, 2641.92' along the South line of said Section 17; thence N 01° 55' 05" E, 899.02' along the East line of Section 17; thence N 89° 38' 53" W, 781.66'; thence N 00° 13' 28" E, 426.28' along the East right-of-way line of Maple Street; thence

Emergency Management Services Agreement

- A. Effective January 1, 2013, for a term ending December 31, 2013, Otsego County EMS Rescue will provide an Emergency Management Coordinator, as well as plan, organize, and implement County Emergency Services designed to minimize the effects of major events or disasters. The Emergency Management Coordinator will coordinate emergency service programs with area agencies, state, and federal agencies and area citizens. Specific functions include the following:
1. Coordinate emergency planning efforts with all political jurisdictions within the County. Ensures emergency plans meet State and federal regulations and acts as an agent in securing disaster relief monies.
 2. Develop and update the county emergency operations plan and other support plans which involve working with each agency/department that is included in the plan to identify functions they will perform in an emergency and ensure integration of all functions. Ensures that plan complies with all State and federal regulations.
 3. Serve on the Local Emergency Planning Committee which is responsible for developing emergency operation plans for facilities in the County which use hazardous materials pursuant to federal provisions of the Superfund Amendment and Reauthorization Act (S.A.R.A.) Title III. Identifies facilities subject to S.A.R.A. Title III planning requirements and gathers data relevant to emergency planning requirements. Maintains records pursuant to the federal reporting requirements of S.A.R.A. Title III.
 4. Manage and coordinate the preparation of local emergency plans to include warnings, notifications, emergency call lists, and evacuation centers. Reviews support plans from larger local units of government to address Homeland Security issues.
 5. Advise the Chairperson of the Otsego County Board and County Administrator during all types of emergency operations. Coordinate efforts of staff and others during emergency operations. Oversee the Emergency Operations Center and work towards enhanced communication capabilities.
 6. Coordinate drills and exercises carried out in preparation for emergencies as required by State or federal policies and directives. Develops and/or implements exercises and drills to ensure that involved agencies and departments know their responsibilities and functions in an emergency and to help identify any potential flaws in the emergency operations plan.
 7. Works with various committees to coordinate the utilization of Homeland Security grants for training, equipment, and enhanced response capabilities.

8. Coordinates involvement with regional teams and committees related to emergency management such as bio terrorism and smallpox committees.
 9. Coordinate the continued development and maintenance of the Emergency Operations Center at the University Center, from which emergency operations are directed and controlled. Establishes, maintains, tests and evaluates the operational system for response. Develops new standard operating procedures and policies as needed to accommodate the Center. Strive to ensure that EOC team members are adequately trained and instilled with the appropriate commitment to making the Emergency Operations Center run at its full potential.
 10. Through the LEPC, identifies special populations in the county, such as the homebound, and provides training to enhance planning and preparedness for an emergency evacuation or other emergency.
 11. Respond to emergency/disaster calls.
 12. Responsible to the State Police Emergency Management Division to provide proper information in times of disaster to the County will be eligible for state and federal monies should they be available.
 13. Completes federal and state forms and activity reports for emergency management.
- B. For the above services, Otsego County shall pay Otsego County EMS Rescue a fee of \$30,000.

AGREED to this _____ of _____, 2012, at Gaylord, Michigan.

OTSEGO COUNTY EMS RESCUE

COUNTY OF OTSEGO

Mary Sanders
Board Chairman

John Burt
Administrator

RESOLUTION NO. OCR 12-36
COMMENDATION IN HONOR OF SHERIFF JAMES McBRIDE
OTSEGO COUNTY BOARD OF COMMISSIONERS
December 18, 2012

WHEREAS, James McBride has been a resident of Otsego County since 1994; and

WHEREAS, Jim has spent over 40 years in law enforcement; and

WHEREAS, Jim began his career with the Caseville Police Department in 1971; he was hired as a marine deputy at Iosco County Sheriff's Department in 1972, and then served as their Road Deputy Sergeant, and as Sheriff for 2 terms ending in 1992 making him the second person ever in Michigan to serve as Sheriff in two different counties; and

WHEREAS, Jim serves and has served on several boards and committee including the Kiwanis Club, United Way, Salvation Army, American Legion; Elks Club, Eagles Club, Friendship Shelter; and

WHEREAS, Jim was bestowed the honor of being named police officer of the year for the State of Michigan by the V.F.W. in 1989; and

WHEREAS, Jim is a history and music buff, and enjoys spending time working on small engines and cars – including his hard work on the 1971 Corvette he owns; and

WHEREAS, Jim is married to his wife of 9 years, Patty, and they adore spending time with their children, grandchildren, and great-grandchildren; and

WHEREAS, the Otsego County Board of Commissioners appreciates the dedication and service that Jim has given to the Otsego County Sheriff's Department, his community, boards and organizations, as well as the regular supply of donuts he brought to our Board meetings; now, therefore, be it

RESOLVED, that the Otsego County Board of Commissioners, hereby recognizes and honors the outstanding contributions that James McBride has made to our County and wish him the best in his retirement.

RESOLUTION NO. OCR 12-35
COMMENDATION IN HONOR OF JACK DEMING
OTSEGO COUNTY BOARD OF COMMISSIONERS
December 18, 2012

WHEREAS, Jack Deming has been a resident of Otsego County for 84 years; and

WHEREAS, Jack has served on the County Road Commission since 1989; and

WHEREAS, Jack has served Otsego County in a variety of other capacities, including posts as the Village of Vanderbilt Mayor, the Rotary Club, the Otsego County Fair Board, the Salvation Army and many other worthy causes and charitable groups; and

WHEREAS, Jack was named Alpenfest Parade Marshal in 1986, and der Buergermeister in 1987; and

WHEREAS, Jack is very dedicated to everything he is involved with and Always gives his very best. He promotes being a volunteer and helping others; and

WHEREAS, Jack enjoys his retirement spending time with his children and grandchildren; and

WHEREAS, the Otsego County Board of Commissioners appreciates the dedication and service that Jack has given to his community, boards, organizations and commissions; now, therefore, be it

RESOLVED, that the Otsego County Board of Commissioners, hereby recognizes and honors the outstanding contributions that Jack Deming has made to our community and wish him the best in his future endeavors.