

November 10, 2015

The regular meeting of the Otsego County Board of Commissioners was held at the County Building, 225 West Main St., Room 100. The meeting was called to order at 9:30 a.m. by Chairman Ken Borton. Invocation by Commissioner Ken Glasser, followed by the Pledge of Allegiance led by Sheriff Matt Nowicki.

Roll Call:

Present: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Lee Olsen, Erma Backenstose, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Motion by Commissioner Ken Glasser, seconded by Commissioner Lee Olsen, to approve the Regular minutes of October 27, 2015 with attachments. Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to adopt OCR 15-33 Veterans' Day Ceremony.

Roll Call Vote:

Ayes: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Lee Olsen, Erma Backenstose, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Motion to approve the reappointment of Judith Jarecki to the Planning Commission with the term to expire December 31, 2018. Ayes: Unanimous. Motion carried.

Motion to approve the reappointment of James Camiller to the Commission on Aging with the term to expire on December 31, 2018. Ayes: Unanimous. Motion carried.

Motion to approve the FY 2015 Delinquent Tax/Capital Projects Budget amendment. Ayes: Unanimous. Motion carried. (See attached)

Motion to approve the FY 2015 Equipment Fund Budget amendment. Ayes: Unanimous. Motion carried. (See attached)

Motion to approve the FY 2015 Parks Budget amendment. Ayes: Unanimous. Motion carried. (See attached)

Motion by Commissioner Lee Olsen, seconded by Commissioner Ken Glasser, to approve the contract with County Equalization Services, LLC as presented. Ayes: Unanimous. Motion carried. (See attached)

Administrator's Report:

John Burt reported on the Courthouse plaza project progress; update on the Land Use service remodel; Parks and Recreation director position posted; attending municipality meeting.

Special Presentations:

Gaylord Community Schools updated from Superintendent Cheryl Wojtas has been rescheduled.

City Liaison, Township and Village Representative: None.

Commissioner Julie Powers-Gehman reported on the City Council meeting, Skate Park discussed.

Motion by Commissioner Julie Powers-Gehman, seconded by Commissioner Paul Beachnau, to allocate \$1,000.00 to help with expenses associated with construction of the foundation as part of moving the Skateboard Park to the Sportsplex with funds to come from the General Fund Contingency Fund. Funds to remain to the County if the project does not proceed. Ayes: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Lee Olsen, Erma Backenstose, Doug Johnson, Ken Borton, Bruce Brown. Nays: Ken Glasser. Motion carried.

Correspondence:

Finance Director/Assistant Administrator Rachel Frisch presented the September Financial reports.

New Business:

Motion by Commissioner Paul Beachnau, seconded by Commissioner Julie Powers-Gehman, to approve the October 23, 2015 Special Warrant and the November 3, 2015 Warrant for a total amount of \$110,355.99 Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, seconded by Commissioner Lee Olsen, to approve the November 10, 2015 Warrant in the amount of \$379,325.07. Ayes: Unanimous. Motion carried.

Motion by Commissioner Julie Powers-Gehman, seconded by Commissioner Ken Glasser, to adopt resolution OCR 15-34 Aquaculture Support.

Roll Call Vote:

Ayes: Ken Borton.

Nays: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Lee Olsen, Erma Backenstose, Ken Glasser, Doug Johnson, Bruce Brown. **Motion defeated.**

Public Comment:

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Erma Backenstose had no report.

Commissioner Paul Liss attended the Community Mental Health conference, FOIA presentation at the conference, health department funding issues.

Commissioner Bruce Brown toured the EMS building, reported on the progress.

Commissioner Ken Glasser is asking a resolution to be put on the Housing Committee agenda regarding NEMSCA that will come to the full board at a later date.

Commissioner Doug Johnson reported on the Parks and Recreation meeting, a support group is starting for first time parents at the Community Center, a superhero's gathering is starting, all parks are closed, community center is open, Groen Nature preserve trail ranger, developing new hours to be open 7 days a week.

Commissioner Paul Beachnau had no report.

Commissioner Julie Powers-Gehman addressed concerns over the sexting issue at the schools.

Commissioner Lee Olsen presented a letter of resignation of District 4 Chester/Charlton Townships effective December 31, 2015.

Commissioner Ken Borton attending a MAC Board meeting in Lansing, November 13th finalizing all the Committee platforms.

Meeting adjourned at 10:26 a.m.

Kenneth C. Borton Chairman

Susan I. DeFeyter, Otsego County Clerk

OCR 15-33
RESOLUTION OF APPRECIATION
GAYLORD MIDDLE SCHOOL VETERANS' DAY CEREMONY
Otsego County Board of Commissioners
November 10, 2015

WHEREAS, President Woodrow Wilson proclaimed an Armistice Day on November 11, 1919; and

WHEREAS, on May 13, 1938, Congress passed an Act making November 11th each year a federal holiday, celebrated as Armistice Day; and

WHEREAS, on June 1, 1954, President Dwight Eisenhower renamed the holiday to Veterans Day; and

WHEREAS, the Gaylord Middle School is hosting their 19th Veterans' Day Celebration on Wednesday, November 11, 2015;

WHEREAS, this event recognizes both peace and wartime veterans; and

WHEREAS, this event helps students learn respect for our country as well as for the sacrifices Veterans have made for our country; and

WHEREAS, this event is organized by Principal Jerry Belanger, along with Clarence Ralston, Alex Greficz, and in the past by the late Sylvester Lenartowicz; and

WHEREAS, the participation of the students and student council are also essential in the preparation for this important ceremony; now, therefore, be it

RESOLVED, that the Otsego County Board of Commissioners, hereby officially honors and praises Principal Jerry Belanger, Clarence Ralston, Alex Greficz, and the late Sylvester Lenartowicz as well as the whole Gaylord Middle School student body and its Student Council for their efforts on behalf of all Otsego County veterans; and, further, be it

RESOLVED, that the Otsego County Board of Commissioners, hereby officially honors and praises our Veterans and solemnly thank them for the burdens they have carried on our behalf.



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Equipment 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)

DESCRIPTION Use fund balance from the Equipment Fund to purchase

REVENUE a new fingerprint machine and 2 new computers for the prosecutor's office.

Account Number	Decrease	Increase
266-050-400.001 Budgeted Use of Fund Balance	\$	\$ 19,400
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
266-901-970.435 Machinery & Equipment	\$ 16,000	\$
266-901-970.440 Property-Computers	\$ 3,400	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$ 19,400	\$ 19,400

Rachel Frisch 10/29/15
 Department Head Signature Date

[Signature] 10/29/15
 Administrator's Signature Date

Finance Department
Entered:
By:

11/10/15 Budget Adjustment # _____ Posting Number _____
 Board Approval Date (if necessary)



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Parks and Recreation

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)

DESCRIPTION Add part time staffing due to vacancy in Director position - 2015

REVENUE

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

EXPENDITURE

Account Number	Increase	Decrease
208-752-703.010 Director Salary	\$	\$ 3,000
208-752-703.060 Part Time Hourly	\$ 3,000	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$ 3,000	\$ 3,000

Rachel Frisch 11/3/15
 Department Head Signature Date

[Signature] 11/3/15
 Administrator's Signature Date

11/10/15
 Board Approval Date (if necessary)

 Budget Adjustment #

Finance Department
Entered:
By:

 Posting Number

AGREEMENT FOR PROFESSIONAL SERVICES

11/10/2015

This agreement is made between the County of Otsego, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, (hereafter "County"), and County Equalization Services, LCC, presently of Gaylord, Michigan 49735, (hereafter "Contractor").

Recitals

WHEREAS the County wishes to contract for assessing and equalization services necessary for compliance with Section 34 of the Michigan General Property Tax Act and other applicable laws; and

WHEREAS the Contractor represents that he is a Michigan Master Assessing Officer, Level IV, with expertise and experience qualifying him to perform such services; and

THEREFORE, in consideration of the foregoing representations and the following terms and conditions, the parties agree:

1. **SERVICES TO BE PROVIDED.** The contractor shall provide the services set forth in the attached Exhibit A, entitled "Scope of Work."
2. **COMPENSATION.** The County shall pay compensation to the Contractor for the performance of services under this Agreement in the total annual amount of \$60,000.00 to be paid in monthly installments of \$5,000.00. Payment shall be made by the County within 30 days of receipt of the Contractor's invoice.
3. **TERM.** The term of this Agreement shall be (4) years commencing on, December 29, 2015 and expiring on December 31, 2019. This Agreement may be extended, if mutually agreed in writing as provided herein.
4. **LOCATION.** The Contractor shall be entitled to perform the services required by this Agreement at any place or location as the Contractor shall determine. Provided however that the Director agrees to make himself available at the request of the County Administrator, further he acknowledges that he may be required to attend meetings on site and off site as determined by the County Administrator during the term of this Agreement.
5. **SUPERVISION.** The Contractor retains the sole right to control the manner in which the services are performed. Subject to the foregoing, the County retains the right to review the Contractor's performance of services to assure conformity with this Agreement and the best interests of the County.
6. **CONFLICT OF INTEREST.** The Contractor agrees not to enter into other contracts or become employed in a position that would be incompatible or in

conflict of interest with the Contractor's responsibilities under this Agreement. Violation of this provision will constitute a breach of this Agreement.

7. NONDISCRIMINATION. The Contractor agrees not to unlawfully discriminate against a person to be served, or any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, pregnancy, protected activity, or genetic information, or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of these provisions may be regarded as a material breach of this Agreement.
8. COMPLIANCE WITH LAW. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules, and regulations in the provision of services under this Agreement.

The contractor shall maintain all professional licenses and/or certifications necessary to provide the services under this Agreement, and shall provide the Board with a copy of the same. The Contractor shall immediately advise the Board of any loss or surrender of such license or certification.

9. CONFIDENTIALITY. During and after the term of this Agreement, Contractor shall not use or disclose, and records or other documents (including copies, summaries, or digital files or other such medium for electronic storage of information) that Contractor may acquire during the performance of services under this Agreement, to any person or organization, without prior written consent from the County. The County shall be entitled to injunctive relief, reasonable attorney fees, and costs if Contractor violates this Agreement, in addition to any other remedy provided by law. Any records or other documents (including copies, summaries, or digital files or other such medium for electronic storage of information) prepared or acquired by Contractor in performing services for the County shall belong to the County and shall be surrendered to it upon termination of this Agreement.
10. INDEMNIFICATION. Contractor agrees to, and does hereby, hold harmless and fully indemnify County and its board members, officers, employees, and successors of and from any and all liability, damage, cost, or expense whatsoever incurred, relating to, or by reason of, wrongful acts or omissions (including allegations and claims of wrongful acts or omissions) of Contractor in the course of performing the duties pursuant to this Agreement. County agrees to, and does hereby, hold harmless and fully indemnify Contractor and its successors of and from any and all liability, damage, cost, or expense whatsoever incurred, relating to, or by reason of, wrongful acts or omissions (including allegations and claims of wrongful acts or omissions) of the County and its board members, officers, employees, and successors in the course of performing the duties pursuant to this Agreement.
11. INDEPENDENT CONTRACTOR. In performing the responsibilities pursuant to this Agreement, it is understood and agreed that Contractor is at all times

acting as Independent Contractor(s) of the County. Contractor is not a partner, joint-venturer, or employee of the County.

The parties recognize and agree that County shall neither have nor exercise any control or direction over methods or manner by which Contractor performs said work and functions under this Agreement.

Contractor understands and agrees that:

- (a) County will not pay any compensation other than as set forth in Paragraph 2 of this Agreement; and
- (b) County will not withhold any sums for income tax, unemployment insurance, social security or any other withholding or make available any benefits afforded to County employees (including disability, life insurance, pension, annuity benefits, workers' compensations, health insurance, professional membership dues, sick, holiday, and vacation pay).

12. INSURANCE. Contractor agrees to maintain general liability insurance in the amount of at least One Million Dollars (\$1,000,000), general errors, omissions insurance, including comprehensive motor vehicle insurance covering the use of a motor vehicle by agents or employees of Contractor while performing services under this Agreement.

13. TERMINATION. Either party may terminate this Agreement prior to its expiration as follows:

A. By mutual written agreement of the parties; or

B. In the event of default or breach of this Agreement by either party, the other party may give the defaulting party written notice of each claimed default or breach and a date after receipt of such notice by which the default or breach must be remedied. If such default or breach is not remedied by said date, the non-defaulting party may terminate this Agreement by giving written notice of the same, and the defaulting party may also be liable for all damages sustained by the other party by reason of the default or breach; or

C. For reasonable cause; or

D. Either party may terminate this Agreement, with or without cause, upon one hundred and eighty (180) days prior notice to the other party.

14. WAIVER. A waiver of a breach of any term of this Agreement will not be considered (1) a waiver of a further breach of the same term, or (2) a waiver of a breach of any other term, or a waiver of a party's right to declare an immediate or a subsequent default.

15. AMENDMENTS. The parties can amend this Agreement only by a written document signed by both parties.

16. ASSIGNMENTS. A party cannot assign this Agreement or any right or obligation under this Agreement without the prior written consent of the other party.
17. SEVERABILITY. Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full effect.
18. DISPUTE RESOLUTION. If a dispute arises between the parties relating to or arising out of this Agreement, either party shall notify the other party in writing of the dispute and the parties shall confer in good faith and use all reasonable efforts to resolve the dispute. If the parties are unable to resolve the dispute during mediation, such dispute can be only be resolved only through binding arbitration pursuant to the terms of this arbitration provision. Within one hundred eighty (180) days of the event or occurrence which gives rise to the dispute, either Party may file a demand for arbitration with the American Arbitration Association ("AAA"). Such arbitration shall be conducted in accordance with AAA's commercial arbitration rules. All expenses, costs, administrative filing fees and arbitrator's fees shall be shared equally by the Parties. The parties further agree that they will comply with the terms of this arbitration provision and any award rendered by the arbitrator, and that a judgment of a court having jurisdiction.
19. NOTICES. All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If the County:

John M. Burt, Administrator
County of Otsego
225 W Main Street
Gaylord, MI 49735

If the Contractor:

County Equalization Services, LLC
by F. William Kerr, Its Member
246 E Felshaw Street
Gaylord, MI 49735

20. TITLES AND HEADINGS. Titles and headings are inserted in this Agreement for reference purposes only, and must not be used to interpret the Agreement.
21. COUNTERPARTS. This Agreement may be signed in one or more counterparts, and each counterpart will be considered an original Agreement. All of the counterparts will be considered one document and become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.
22. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties.

AGREED to this _____ day of _____, 2015, at Gaylord, Michigan.

WITNESSES:

COUNTY OF OTSEGO

CONTRACTOR

EXHIBIT A

"SCOPE OF WORK"

OTSEGO COUNTY
CONTRACTED EQUALIZATION DIRECTOR

General Summary

Provide guidance and direction to the County Equalization Department to assure that the County Board of Commissioners is in compliance with applicable Michigan general property tax law.

To maintain the required certification level of assessment administration, Michigan Master Assessing Officer, Level IV, throughout this contract.

To thoroughly review and have a clear and knowledgeable understanding of the development of data required on all state mandated forms to be signed by the properly certified Equalization director and to assure that all forms are filed with the State Tax Commission in a timely manner.

Essential Functions

To review and assist with the following functions and assure compliance in accordance to State Tax Commission guide lines.

Monitor and review the calculation of all forms required to be filed by the Equalization Department with the STC.

Monitor the collection, analysis and evaluation of all data relative to property valuation and assessment.

Review, monitor and approve annual equalization studies including but not limited to:

- Land value grids.
- Economic condition factor (ECF) determination.
- Appraisal and or/ sales studies by class for all real and personal property, to be completed no later than December 31 of each year.

Monitor and approve the preparation of the annual Otsego County Equalization Report.

Present the Otsego County Equalization Report to the County Board of Commissioners prior to the first Monday of May.

Review calculation of all millage rollback fraction required by law (Headlee, Truth in Assessing, Truth in County Equalization and Truth in Taxation) for all taxing jurisdictions within Otsego County.

Monitor and approve the preparation of the annual Otsego County Apportionment Report.

Present the Otsego County Apportionment Report to the County Board of Commissioners at the annual October meeting.

Be available for consultation upon request by the County Administrator or the County Board of Commissioners.

The Contractor shall be required to oversee and administer lot splits and combinations and any work related thereto.

The Director shall be responsible to manage and oversee fieldwork and data gathering.

The Director shall be responsible for ensuring full compliance that all data is organized and properly archived and the County is complying with all requirements of record retention and maintenance in accordance with State law. This contract would include representation as Otsego County Equalization Director before the Michigan Tax Tribunal in the case of an Equalization appeal

Contract Term: Four years

OCR 15-34

RESOLUTION IN SUPPORT OF AQUACULTURE IN THE STATE OF MICHIGAN

Otsego County Board of Commissioners

November 10, 2015

WHEREAS, 92% of the seafood consumed in the United States is imported and only 2% of that is inspected by US authorities; and

WHEREAS, 80% of the world's aquaculture production occurs in Asia and less than 1% occurs in the United States; and

WHEREAS, it is projected that world food production will need to double by 2050 to meet the demands of the world population; and

WHEREAS, it is projected that animal protein (meat and fish) production will need to triple by 2050; and

WHEREAS, in the State of Michigan, there are few private farms that primarily produce fish for consumption; one such farm has located in Grayling under what is arguably the strictest Michigan Department of Environmental Quality permit issued in the State of Michigan; and

WHEREAS, Harrietta Hills, the owner of the fish farm has been forced to defend the permit, along with the Michigan Department of Environmental Quality from legal challenges brought forth by the Sierra Club and the Anglers of the AuSable; now, therefore, be it

RESOLVED that the County of Otsego and its Commissioners supports Harrietta Hills and small businesses everywhere operating within the guidelines of lawfully issued permits against frivolous litigation by special interest groups; and be it further

RESOLVED, that copies of this resolution be forwarded to the Governor, our State Legislators, and the Michigan Association of Counties.