

December 13, 2011

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 Chairman Paul Beachnau. Invocation by Commissioner Clark Bates, followed by the Pledge of Allegiance led by Commissioner Ken Borton.

Roll call:

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

Excused: Bruce Brown.

Motion by Commissioner Clark Bates, to approve the regular minutes of November 22, 2011 with attachments were approved via unanimous consent.

Consent Agenda:

Motion to grant authority to the County Administrator to amend all budgets up to \$5,000 per line item, with subsequent approval by the Otsego County Board of Commissioners at their January board meeting. Ayes: Unanimous. Motion carried.

Motion to approve the appointment of Nancy Ross to the Jury Commission with the term to expire on April 30, 2014. Ayes: Unanimous. Motion carried.

Motion to approve the appointment of William Light to the Jury Commission with the term to expire on April 30, 2015. Ayes: Unanimous. Motion carried.

Motion to approve the appointment of Charles Berlin to the Housing Committee with the term to expire on May 1, 2013. Ayes: Unanimous. Motion carried.

Motion to approve Jason Mathias to the Parks and Recreation was removed from the consent agenda.

Motion to approve the reappointment of Chad Dutcher to the Parks and Recreation Commission with the term to expire on December 31, 2014. Ayes: Unanimous. Motion carried.

Motion to approve the reappointment of Kenneth R. Arndt to the Otsego County Planning Commission with the term to expire on December 31, 2014. Ayes: Unanimous. Motion carried.

Motion to approve the reappointment of Charles Klee to the Otsego County Planning Commission with the term to expire on December 31, 2014. Ayes: Unanimous. Motion carried.

Motion to approve the reappointment of Michael Deerfield to the Airport Advisory Committee with the term to expire on December 31, 2014. Ayes: Unanimous. Motion carried.

Motion to approve the reappointment of Steven Johnson to the Airport Advisory Committee with the term to expire on December 31, 2014. Ayes: Unanimous. Motion carried.

Motion to approve the reappointment of Wally McCoy to the Airport Advisory Committee with the term to expire on December 31, 2014. Ayes: Unanimous. Motion carried.

Motion to approve the Airport Advisory Committee Bylaw update. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the reappointment of Paul Cafuk to the Veteran's Affairs with the term to expire on December 31, 2014. Ayes: Unanimous. Motion carried.

Motion to approve the reappointment of Duane Hoffman to the Zoning Board of Appeals with the term to expire on December 31, 2014. Ayes: Unanimous. Motion carried.

Motion to approve the reappointment of Kevin Sagasser to the Zoning Board of Appeals with the term to expire on December 31, 2014. Ayes: Unanimous. Motion carried.

Motion to adopt, OCR 11-36 Adoption of Parks and Recreation Plan 2012-2016.

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)

Motion to adopt, OCR 11-37 Discharge of Mortgage of Robert Rolinski.

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)

Motion to approve FY 2011 Court Budget Amendments. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve FY 2011 Retiree Health Care Budget Amendment. Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:

John Burt reported on the Animal Control building progress; Groen property; patrol vehicles.

Motion by Commissioner Paul Liss, to ratify the 2012-2013 Police Officers Association of Michigan Tentative Agreement. Ayes: Unanimous. Motion carried.

Motion by Commissioner Richard Sumerix, to ratify the 2012-2013 Teamsters State, County and Municipal Workers Local 214 Clerical Tentative agreement. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, to set the medical benefit plan (medical and Rx) non-union employee cost share at 15% for 2012, and adopting the hard cap formula overall for the County per Michigan Public Act 152 of 2011. Ayes: Unanimous. Motion carried.

Department Head Report:

Suzy DeFeyter reported on the Clerk/ROD offices.

Melissa FitzGerald reported on the Animal shelter.

Motion by Commissioner Lee Olsen, to approve the updated Otsego County Fee schedule. Ayes: Unanimous. Motion carried.

Motion by Commissioner Lee Olsen, to approve the agreement with the Northeast Michigan Council of Governments for drafting of Hazard Mitigation Plans along with the associated budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Paul Liss, to approve the Medical Examiner Policy. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Paul Liss, to approve the retitling of the Assistant County Park Manager/Lead Community Center Monitor position to 'Parks and Recreation Coordinator' with the pay to be set at a Pay Grade 5. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, to approve the Dave Dacy Airshow Agreement in the amount of \$26,125 with funding from the Airport Special Events Fund (fund 282). Ayes: Unanimous. Motion carried.

Elizabeth Haus reported on the Village of Vanderbilt, December 15th is the Christmas tree lighting.

Roberta Tholl reported on the Road Commission.

Correspondence:

Rachel Frisch reported on the November 2011 Financial reports.

New Business:

Motion by Commissioner Doug Johnson, to approve the November 29, 2011 Warrant in the amount of \$86,454.87 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Clark Bates, to approve the December 6, 2011 Warrant in the amount of \$37,306.50 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Ken Borton, to approve the December 13, 2011 Warrant in the amount of \$379,453.94 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, to adopt Resolution OCR 11-38 Opposition to HB 5125 and 5126.

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)

Board Remarks:

Commissioner Clark Bates: City Council meeting.

Commissioner Doug Johnson: Michigan Northern Counties Association meeting.
Parks and Recreation meeting.

Commissioner Erma Backenstose: Otsego Lake Township.

Commissioner Ken Borton: MAC Board of Directors meeting.

Commissioner Lee Olsen: Groen Nature preserve.
Charlton Township meeting.

Commissioner Rich Sumerix: Consortium meeting.
Health Department meeting.

Commissioner Paul Liss: Transportation Committee meeting.
Evaluation Committee.
Alpine Haus
Bay Mills Casino
Wished everyone a Merry Christmas and Happy New Year

Chairman Paul Beachnau: Wished everyone a Merry Christmas and Happy New Year

Meeting adjourned at 10:40 a.m.

Paul M. Beachnau, Chairman

Susan I. DeFeyter, Otsego County Clerk

FOR OFFICIAL USE ONLY



GAYLORD REGIONAL AIRPORT ADVISORY COMMITTEE BYLAWS

Adopted:

(COMPLIANCE WITH THIS PUBLICATION IS MANDATORY)

ACCESSIBILITY: Publications and forms are available on the Otsego County computer data base under Airport for downloading or printing.

RELEASABILITY: There are no releasing restrictions on this publication.

PURPOSE OF ADVISORY: The Gaylord Regional Airport Advisory Committee (Advisory Committee or AAC) shall provide input from representatives of key community elements that are impacted by the use and development of the Gaylord Regional Airport. The Advisory Committee shall also provide advice and recommendations to the Airport Manager, the County Administrator, and through the Commissioner Ex-Officio to the Otsego County Transportation and Airport Committee regarding the operation, planning and use of the Gaylord Airport.

PURPOSE OF INSTRUCTION: This instruction establishes procedures for the Advisory Committee to conduct business as an advisory body to the Gaylord Regional Airport, the Airport Manager and the Transportation and Airport Committee. These rules are intended to assist in the free but respectful flow of communication between all members.

SUMMARY OF CHANGES: These Bylaws corrects administrative errors, clarifies existing procedures, and implements guidance and limitations to both the operation of the Airport Advisory Committee and responsibilities of those appointed to it.

POSTING CHANGES: As situations and policies change so will this instruction to reflect those changes. The change must come from the Transportation and Airport Committee and be in writing. Any situation not covered by this document must be addressed to the airport leadership for guidance or clarification. This publication is not intended to answer every question that may arise while serving as a member of the Advisory Committee but is designed to provide a base line of instruction for a variety of issues.

Supersedes all other Bylaws or Instructions on same subject
OPR: Matt Barresi

Pages: 5 Complete



FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

2

1. Membership

- 1.1 Nominees for appointment to the Advisory Committee shall be submitted to the Transportation and Airport Committee and appointed by the Otsego County Board of Commissioners.
- 1.2 There shall be 11 members comprising the Advisory Committee, one of which will be filled by the County Administrator. There is no limit to the number of terms an individual can serve on the committee.
- 1.3 Those members appointed to the Committee shall be randomly divided into staggered terms so that during any one year, only 3 member's terms shall expire.
- 1.4 Appointment to the Advisory Committee is a privilege and not everyone applying is selected. Those that are selected will comply with the following rules of conduct:
 - Attend scheduled meetings to the best of your ability in keeping with attendance rules.
 - Be prepared to work on issues and volunteer for airport projects if needed.
 - Place the interests of the airport above your individual interest such as your fuel cost or hangar lease or any issue that affects you directly but not the airport in its development.
 - Remove yourself from voting on any issue that could be considered a conflict of your personal or business interest.
 - Be respectful to all people attending and participating in committee meetings.
 - Be receptive to a variety of independent and individual thinking from all members.
 - Be respectful of the decisions of the Transportation Committee.
 - Officers appointed to positions on the Advisory Committee will carry out their assigned duties or be removed by the Chairperson for dereliction.
 - Members are an advisor to the Airport Manager, the County Administrator and the Transportation and Airport Committee but do not represent or speak for the airport to the news media, groups or clubs, agencies, or organizations unless authorized by the Trans/Air Committee, the County Administrator, or the Airport Manager.
- 1.5 Members of the Advisory Committee shall be comprised of members from different parts of the community.

2. Attendance

- 2.1 Members including the Airport Manager are expected to attend all regular meetings, in accordance with 2.4.
- 2.2 The Advisory Committee will decide at the January meeting if they will meet monthly, bi-monthly or quarterly for the new year.
- 2.3 The Advisory Committee may choose not to meet on a particular month.
- 2.4 A member may be recommended for removal from the Committee for malfeasance, misfeasance or nonfeasance by a majority vote of the Committee membership.
- 2.5 The Airport Manager will provide the Transportation and Airport Committee an Advisory Committee attendance list at the end of each year or upon request.

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

3

3. Officers

- 3.1 The Advisory Committee shall annually elect from its members a Chairperson, Vice-Chairperson, and Secretary.
- 3.2 The Committee Chair's responsibilities include but are not limited to the following:
 - Conduct meetings.
 - Maintain order and setting the standard.
 - Serve as the spokesperson for the committee.
 - Helping to establish yearly goals for the committee.
 - Encouraging all members of the committee to participate.
- 3.3 It shall be the duty of the Vice-Chairperson to conduct meetings in the absence of the Chairperson.
- 3.4 It shall be the duty of the Secretary to send out meeting notices in addition to associated meeting material. The Secretary will also maintain all records of the Advisory Committee.
- 3.5 The Chairperson of the Transportation and Airport Committee shall be ex-officio member of the Advisory Committee and shall have no voting rights in the Advisory Committee but will act as a liaison to the Trans/Air Committee.
- 3.6 The Airport Manager shall have no voting rights in the Advisory Committee. The Manager will act as a liaison to the Transportation Committee when the Chairperson ex-officio is not present.

4. Powers and Limitations

- 4.1 The Advisory Committee shall not enter into contracts, hire, fire or task airport staff, negotiate the sale or purchase of real estate, or make financial commitments.
- 4.2 The Advisory Committee may establish subcommittees composed of members and non-members.
- 4.3 The Advisory Committee may utilize the services of local and regional organizations in carrying out its activities in keeping with para. 1.4.
- 4.4 The Advisory Committee may utilize the services of professional consultants with approval of the Transportation and Airport Committee.

5. Activities

- 5.1 In carrying out its purpose the Advisory Committee shall undertake such activities that will aid and support the Airport Manager and the long term development of the airport and include, but not limited to:
- 5.2 Preparing and recommending a long-range business plan and financing plan for the Gaylord Airport.
- 5.3 Reviewing and recommending actions concerning leases, fees and annual budgets for the airport.

FOR OFFICIAL USE ONLY

FOR OFFICIAL USE ONLY

4

- 5.4 Developing and recommending annual goals and objectives for the operation and development of the airport.
- 5.5 Reviewing and recommending actions concerning the airport rules.
- 5.6 Presenting an annual report concerning the status of the airport.
- 5.7 Promoting awareness, utilization and development of the airport pursuant to and consistent with the Otsego County goals and objectives.

6. Notice of Meetings

- 6.1 Notice of any regular or special meeting of the Advisory Committee and/or a subcommittee shall be given to members at least 5 days prior in writing or by e-mail and shall be posted in accordance with the Open Meeting Act.
- 6.2 Meetings will be held in a public location as defined in the Open Meetings Act.
- 6.3 The business to be transacted and the purpose of any regular or special meetings of the Committee and/or Subcommittee shall be specified in the notice.

7. Quorum

- 7.1 At all meetings of the members a quorum of the voting members must be represented.
- 7.2 A number of members who shall equal not less than half of the members entitled to vote at such meetings shall constitute a quorum.

8. Voting

- 8.1 Each member as defined by the Bylaws shall be entitled to one vote on all issues (excluding a conflict of interest) which may come before the Advisory Committee or any subcommittee on which they serve.
- 8.2 Members may vote in person or may vote by proxy on any specific item executed in writing by the member and delivered to the Chairperson of the Committee or subcommittee before any regular or special meeting. All questions shall be determined by a majority vote, which shall be deemed to mean a majority of a quorum.

9. Conflict of Interest

- 9.1 A conflict of interest for these bylaws shall be defined as having a financial or other private interest, direct or indirect, personally or through a member of his or her family, in the matter upon which the Committee Member is required act upon. When a conflict of interest exists, the Committee member shall make such conflict known to the Committee, which shall then be reflected in the meeting minutes. The Committee member may participate in discussions on such matters, but shall not vote.

FOR OFFICIAL USE ONLY

10. Conflict Resolution

10.1 Any conflict concerning airport operations involving Airport Advisory Committee members and the County should first be discussed with the Airport Manager; second with the County Administrator; third the Transportation and Airport Committee; and finally with the full County Board should resolution not be found at earlier stages.

11. Amendment

11.1 These Bylaws may at any time be amended or replaced in whole or in part by a vote of a majority of the County Commissioners.

OCR 11-36
OTSEGO COUNTY COMMUNITY RECREATION PLAN 2012-2016
RESOLUTION OF ADOPTION
Otsego County Board of Commissioners
December 13, 2011

WHEREAS, the Otsego County Parks and Recreation Commission has undertaken the Otsego County Community Recreation Plan 2012-2016 which describes the physical features, existing recreation facilities and the desired actions to be taken to improve and maintain recreation facilities during the period between 2012 and 2016; and

WHEREAS, the Otsego Parks and Recreation Commission has developed the plan for the benefit of the entire community and as a document to assist in meeting the recreation needs of the community; and

WHEREAS, a public hearing was held November 7, 2011 at the Otsego County Community Center to provide an opportunity for citizens to express opinions, ask questions, and discuss all aspects of the Otsego County Community Recreation Plan 2012-2016; and

WHEREAS, another public hearing was held December 8, 2011 at the Elmira Township Hall to provide an opportunity for citizens of Elmira Township to express opinions, ask questions, and discuss all aspects of the Otsego County Community Recreation Plan 2012-2016; and

WHEREAS, following the public hearing on December 8, 2011, the Elmira Township Board has voted to adopt said Otsego County Community Recreation Plan 2012-2016; and

WHEREAS, following the public hearings, the Otsego County Parks and Recreation Commission has also voted to adopt said Otsego County Community Recreation Plan 2012-2016; now, therefore be it

RESOLVED that the Otsego County Board of Commissioners do approve and hereby adopt the Otsego County Community Recreation Plan 2012-2016 as a guideline for improving recreation for the residents of the Otsego County community.

OCR 11-37
AUTHORIZING RESOLUTION
Otsego County Board of Commissioners
December 13, 2011

WHEREAS, the Otsego County Board of Commissioners is the owner of a property located at 1320 Wilkinson Road, Gaylord, Michigan 49735 and has a mortgage recorded in the office of the Register of Deeds for Otsego County Michigan, in Liber 732, Pages 25-33, in the name of Robert R. Rolinski, Survivor of himself and Isabelle Rollinski A/K/A Isabell Ann Rolinski, Whose Death Certificate is Recorded in Liber 234, Page 127, Otsego County Records and

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

RESOLVED, that Otsego County hereby issues a DISCHARGE OF MORTGAGE to, Robert R. Rolinski, Survivor of himself and Isabelle Rollinski A/K/A Isabell Ann Rollinski, Whose Death Certificate is Recorded in Liber 234, Page 127, Otsego County Records and, be it further

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



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: 101-141

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
101 - 141 - 704.400 (education & training)	\$	\$ 40.00
101 - 141 - 704.800 (sick pay buy out)	\$	\$ 2,320.00
101 - 141 - 704.300 - (Retirement)	\$ 2,360.00	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$ 2,360.00	\$ 2,360.00

Tracy G. Cruz
Department Head Signature

11/17/11
Date

Finance Department	
Entered:	
By:	

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: 101-136

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
101 - 148 - 704.110 (Hospitalization)	\$	\$ 780.00
101 - 136 - 704.300 (Retirement)	\$ 780.00	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$ 780.00	\$ 780.00

Tracy A. Cree
Department Head Signature

11/18/11
Date

Finance Department
Entered:
By:

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: 101-141

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
101 - 141 - 704.110 - Hospitalization	\$	\$ 1,870.00
101 - 141 - 940.110 - Retiree Hospitalization	\$ 1,870.00	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$ 1,870.00	\$ 1,870.00

Tracy A. Cruz
Department Head Signature

11/08/2011
Date

Finance Department	
Entered:	
By:	

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

FY 2012

INDEPENDENT CONTRACTOR AGREEMENT

Between

OTSEGO COUNTY)

And

Northeast Michigan Council of Governments (NEMCOG)

WHEREAS, OTSEGO COUNTY desires to contract for the performance of services, as hereafter described, of the independent contractor, NEMCOG whose signature appears hereon (hereafter referred to as Contractor);

I. GENERAL TERMS.

IT IS HEREBY AGREED by and between OTSEGO COUNTY and Contractor as follows:

- (A) Contractor shall be an independent contractor. Contractor shall not be deemed to be an employee of OTSEGO COUNTY for any reason and no employee benefits of OTSEGO COUNTY, including but not limited to worker's compensation, no-fault automobile, medical or disability insurance, leave time, etc., shall be due or owing to Contractor, his heirs, successors or assigns;
- (B) Contractor shall hold harmless and indemnify OTSEGO COUNTY from any and all claims or liability that may arise out of any acts or conduct of the Contractor in the course or scope of the performance of Contractor's services under this Agreement;
- (C) OTSEGO COUNTY shall pay Contractor as follows in exchange for Contractor's satisfactory performance of the services as hereafter set forth:
 - (1) \$84,575.00. Contractor shall be responsible for paying all taxes, including employment taxes, tax withholding payments (*e.g.*, federal and state income taxes), FICA, MESC, etc.
 - (2) Payments to Contractor will be contingent OTSEGO COUNTY receiving the funds from its funding source before OTSEGO COUNTY can release payments to Contractor.
 - (3) Contractor shall be solely responsible for all self-employment taxes and related insurance required for the operation of his/her business and activities, including adequate automobile liability insurance.

- (D) **Service and Duties:** During the term of this Agreement, the Contractor shall provide Hazard Mitigation Plan Updates for Alcona, Alpena, Crawford, Montmorency, Otsego, Oscoda and Presque Isle Counties.. The Contractor shall perform these services in a competent and thorough manner and to the satisfaction of OTSEGO COUNTY. The duties shall include See Attachment A (Grant Proposal) and B (Contract between SOM and Otsego County). NEMCOG will provide a monthly invoice to Otsego County. Documentation of match will accompany the invoice. Otsego County will complete the required State of Michigan forms including monthly financial statements with detailed expenditures and will submit billing statements to Michigan State Police Emergency Management Division.
- (E) The contractor shall perform faithfully any duties assigned to him to the best of his ability and shall make prompt, complete and accurate reports of his work and expenses to OTSEGO COUNTY. These duties shall be subject to modification, addition and deletion by OTSEGO COUNTY.
- (E) Contractor is responsible for completion of work as agreed upon within the required time frame of the project with no control by OTSEGO COUNTY with regards to hours worked, or location.
- (F) OTSEGO COUNTY may terminate this Service Contract if it deems that funding is no longer available to pay for services by the Contractor. OTSEGO COUNTY shall notify the Contractor of this eventuality two weeks prior to termination.
- (G) OTSEGO COUNTY may terminate any Service Contract in whole or part, at any time before the date of completion, whenever it is determined that Contractor has failed to perform any duties or obligations in a fully satisfactory manner (e.g., Contractor fails to timely or completely comply with one or more conditions of the Grant Agreement(s)). OTSEGO COUNTY will promptly notify the Contractor in writing of the effective date of the termination. Payments made to the Contractor or recoveries by OTSEGO COUNTY will be in accordance with the legal rights and liabilities of the parties concerned.
- (H) OTSEGO COUNTY and the Contractor may terminate this Service Contract in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in case of partial terminations, the portion to be terminated. Contractor shall not incur new obligations for the terminated portion after the effective date. OTSEGO COUNTY will allow full credit to the Contractor for the noncancelable obligations, properly incurred by the Contractor prior to termination.

- (I) At any time during the Contract Term (see II. below), either party may serve a written notice to terminate this Agreement, which would be effective on the thirty-first (31st) day after the notice to terminate is served on the other party.
- (J) Contractor shall not be an agent of OTSEGO COUNTY has no authority to act on behalf of OTSEGO COUNTY and shall not act in a representative capacity or act as if he can represent OTSEGO COUNTY.

For example:

- (1) Contractor shall not issue press releases without prior written approval.
 - (2) Contractor shall not sign contracts on behalf of OTSEGO COUNTY.
 - (3) Contractor shall make no representations on behalf OTSEGO COUNTY.
- (K) Any additional instructions regarding the performance of said services attached to this Contract shall be deemed to be incorporated herein and be part of this Contract and same shall be signed and dated by the Contractor upon execution of this agreement.

II. TERM OF CONTRACT.

The initial term of this Independent Agreement shall be for twelve (12) months beginning on or about December 1, 2011 and ending on or about December 1, 2013 ("Contract Term"). This Agreement may be renewed at the end of the Contract Term by a further written agreement of both parties. At any time during the Contract Term, either party may serve a written notice to terminate this Agreement, which would be effective on the thirty-first (31st) day after the notice to terminate is served on the other party.

III. CONFIDENTIAL INFORMATION:

Contractor shall not disclose information relating to OTSEGO COUNTY's operations or to clients or persons other than (a) members of OTSEGO COUNTY's staff, (b) members OTSEGO COUNTY Board or (c) third party reimbursement agencies and professional organizations, without written consent of OTSEGO COUNTY or duly issued court process or orders.

IV. STANDARD PROVISIONS.

A. Notices. Any and all notices or other communications provided for or required by this Agreement shall be directed to the party to be so notified, in writing, by personal service or by registered or certified mail, return receipt requested, and addressed to such party at the respective addresses shown below, unless notice of change of address has been furnished in the manner provided in this section.

To Contractor: Diane Rekowski, Executive Director
Northeast Michigan Council of Governments
80 Livingston Blvd.
PO Box 457
Gaylord, Michigan 49734

To OTSEGO COUNTY: John Burt, Administrator
Otsego County
225 W. Main
Gaylord, MI 49735

B. Applicable Law. This Agreement and the rights of the parties hereunder shall be interpreted, construed and performed in accordance with the laws of the State of Michigan.

C. Entire Agreement. This Agreement, as it may be modified in writing from time to time, constitutes the entire agreement between the parties, and supersedes any and all other agreements, oral or in writing, with respect to the subject matter contained herein.

D. Amendments. This Agreement may be altered, amended or modified at any time, but only by written agreement executed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless made in writing and signed by the party against whom such waiver is sought.

E. Section Headings. Any section or paragraph title or caption contained in this Agreement is for convenience only, and shall not be deemed a part of this Agreement.

F. Invalid Provisions. The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision hereof. This Agreement shall be construed and enforced as if the invalid or unenforceable provision were modified to conform with the applicable law, or if such modification is impossible, then as if the Agreement did not contain that provision.

G. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of the successors and assigns, and for purposes of realizing any benefits payable

hereunder to Contractor. In no event shall Contractor assign or delegate any of his rights, powers, duties and obligations under this Agreement without prior written consent of OTSEGO COUNTY. Such consent shall not unreasonably be withheld.

H. **Waiver.** Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such terms, covenants or conditions. Waiver can be accomplished only in writing signed by the party giving the waiver.

I. **Authority.** The undersigned representatives warrant that they are duly authorized to execute the foregoing instrument.

J. **Arbitration.**

1. **All parties specifically and knowingly waive their rights to a jury trial.**

Any dispute or controversy concerning the termination of this Agreement, in whole or in part, or any other disputes concerning this Agreement between the Contractor and OTSEGO COUNTY shall be resolved by arbitration under the laws of the State of Michigan.

2. The arbitration proceeding shall be conducted under the Rules of the American Arbitration Association (AAA) in effect at the time a demand for arbitration of the dispute is made. The decision and award of the arbitrator made under the AAA rules shall be exclusive, final and binding on all parties, their heirs, representatives, successors and assigns. Judgment upon the award rendered by the arbitrator may be rendered in any circuit court having jurisdiction of the matter. In the event the Contractor or OTSEGO COUNTY shall require equitable relief prior to the selection of an arbitrator to resolve the dispute, either party may seek temporary equitable relief from any court having jurisdiction of the dispute, subject to any final relief awarded by the arbitrator.

3. Limited civil discovery shall be permitted for the production of documents and the taking of depositions, provided, however, that no party is permitted to take the deposition of more than three witnesses except by agreement of the other party or upon order of the arbitrator pursuant to the motion of a party. Subject to the foregoing limitations, discovery shall be conducted in accordance with the Federal Rules of Civil Procedure with any enforcement issues resolved by the arbitrator.

4. The arbitration and all proceedings, discovery and any award of the arbitrator, is confidential. Neither the parties nor the arbitrator shall disclose any information gained during the course of the arbitration to any person or entity who is not a party to the arbitration unless permitted by law. Attendance at the arbitration shall be limited to the parties and those called as witnesses.

5. OTSEGO COUNTY and Contractor acknowledge that each has had the opportunity to consult with counsel of choice, before signing this Agreement, and OTSEGO COUNTY and Contractor each hereby knowingly and voluntarily, without coercion, waives all rights to trial by jury of all disputes between them and instead agree to binding arbitration.

6. In the event of dispute under this Agreement, the parties agree pursuant to MCLA 600.5001; MSA 27A.5001, *et seq.*, to binding arbitration in accord with the rules of the American Arbitration Association, further agree that the prevailing party shall be awarded its reasonable attorney fees with said place of arbitration being Gaylord, Michigan which shall render a judgment upon the award made pursuant to said arbitration. It is further agreed that any arbitration award may be certified to the Otsego Circuit Court which shall render a judgment upon the award made pursuant to said arbitration.

IN WITNESS WHEREOF, the parties have executed this Agreement on December 1, 2011.

Witnesses:

OTSEGO COUNTY

Witness

By: John Burt

Its: Administrator
225 W. Main St.
Gaylord, MI 49735
989-731-7500

NEMCOG

Witness

By: Diane Rekowski

Its: Executive Director
80 Livingston Blvd.
PO Box 457
Gaylord, MI 49734
989-732-3551



Otsego County
Office of the Medical Examiner
225 W. Main Street, Ste. 203, Gaylord, Michigan 49756
989-786-4877 • Fax 989-731-7529

Statement of Policy

Michigan Law MCL 52.205(6) allows the Medical Examiner to retain any portions of the body that he/she considers necessary to establish the cause of death, the conditions contributing to death, or the manner of death, or as evidence of any crime. On occasion, an organ or limb may need to be kept after the deceased body has been released to the funeral home. When this occurs, the funeral and burial or cremation may occur prior to the Medical Examiner's office or their contracted specialists complete the examination of the retained organ. In such cases, the organ/limb will be retained for a minimum of ten (10) days. **If no request is received from the Next-of-Kin of the decedent to request the return of the organ(s) or limb(s) via this form within ten (10) days of receipt, the Medical Examiner will cause the disposal of the organ(s) or limb(s) sometime following the ten (10) day period.** Otsego County is not responsible for any costs associated with requests for the return of Organs or Limbs other than the cost of transportation. The decedent's Next-of-Kin will be responsible for the cost of any requests beyond the scope of this policy, including but not limited to requests for increased duration of storage of decedent and reinterment of decedent.

Organ/Limb Return Request

The form must be completed and submitted to the Medical Examiner's Office within 30 days of receipt if the next-of-kin of the decedent wishes to request the return of any organ(s) or limb(s) retained by the Medical Examiner separately from the body for testing and/or investigation. Any such organ(s) or limb(s) will be returned following the completion of any special tests and/or investigation. The failure to return this form will be construed as permission to dispose of any organ(s) or limb(s) retained separately from the body. By signing this form, the undersigned represents under penalty of law that he/she is the legally recognized Next-of-Kin of the decedent, and that there are no other relatives with a superior claim to decedent's remains, including but not limited to, the retained organ(s) or limb(s). It is further acknowledged by the Undersigned that he/she is responsible for any increased cost due to requests for increased time of storage of decedent remains or any other costs associated with their request for return of the retained organ(s) or limb(s).

THE UNDERSIGNED HEREBY REQUESTS THE RETURN OF ANY ORGAN(S) AND/OR LIMB(S) RETAINED SEPARATELY FROM THE BODY

OF: _____ WHO EXPIRED ON: _____
NAME OF DECEDENT DATE OF DEATH

BY _____
NAME AND ADDRESS OF DECEDENT'S NEXT OF KIN (PRINT OR TYPE)

SIGNATURE OF NEXT OF KIN OF DECEDENT

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE AUTHORITY OF THE MEDICAL EXAMINER TO DISPOSE OF ANY ORGAN(S) AND/OR LIMB(S) RETAINED SEPARATELY FROM BODY

OF: _____ WHO EXPIRED ON: _____
NAME OF DECEDENT DATE OF DEATH

BY _____
NAME AND ADDRESS OF DECEDENT'S NEXT-OF-KIN (PRINT OR TYPE)

SIGNATURE OF NEXT-OF-KIN OF DECEDENT

OCR 11-38
Support of CRAM's Position on HB 5125-5126
Otsego County Board of Commissioners
December 13, 2011

WHEREAS, county roads are the backbone of our state's economy moving more than \$800 billion in goods and services annually. From seasonal roads to seven-lane highways and beyond, county road commissions are responsible for the majority (75 percent) of Michigan's road system, representing more than 90,000 miles of Michigan's roads and 5,700 bridges – the fourth largest local road system in the nation; and

WHEREAS, county road commissions, in serving the needs of the entire county road and bridge network, have embraced the principles of asset management in determining road projects. Gone are the days of fixing the worst roads first. Asset management requires that the right fix be applied at the right time to preserve pavement conditions. Bringing the road commission under county general government would interject political boundaries into the decision making process, undermining the road commission's ability to base decisions on scientific principles; and

WHEREAS, county road commissions were created by a vote of the people, and any attempts to change their composition by consolidation or regionalization should require a vote of the electorate in the affected counties; and

WHEREAS, county road commissions have implemented many reforms and efficiencies to increase operational efficiency, and are already working at or below minimum levels of staffing. Administrative salaries and benefits are only a small portion of a road commission's overhead. The majority of administrative expenses are static costs including: legal expenses, utilities, insurance, surety bonds, equipment rental, engineering supplies and services, and building maintenance and depreciation. Without due diligence and careful consideration of factors such as long-term financial needs, liabilities, debt, and bond ratings; bringing the road commission under county general government could substantially increase costs to the taxpayers and result in a decreased level of services; now, therefore, be it

RESOLVED, that the Otsego County Board of Commissioners opposes House Bills 5125-5126 as introduced. The County Road Association of Michigan (CRAM) has suggested amendments that will add transparency and ensure due diligence in creating a process to eliminate road commissions, require public input, and require a countywide vote of the electorate if the road commission were to become a department of the county government. CRAM has also suggested language allowing a county that has decided to eliminate the road commission to once again create an independent county road agency if the county board determines this would provide better services to the public at a reduced cost; and be it, further

RESOLVED, the Otsego County Board of Commissioners urges your support of the Geiss Substitute H-2 that would make the changes suggested by the County Road Association of Michigan. If this substitute

language or similar language is not adopted to add transparency, ensure due diligence, require public input, and require a countywide vote of the electorate, we urge your opposition of this legislation; and be it further

RESOLVED, that copies of this resolution be sent to Governor Rick Snyder, State Representative MacMaster, State Senator Moolenaar, the Michigan Association of Counties, the Michigan Townships Association, and the County Road Association of Michigan.