

December 18, 2018

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

Roll Call:

Present: Julie Powers, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Absent: Paul Beachnau.

Consent Agenda:

Motion by Commissioner Doug Johnson, seconded by Commissioner Paul Liss, to approve the Regular minutes of November 27, 2018 with attachments. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, seconded by Commissioner Paul Liss, to approve the 2019 Holiday Schedule-with correction. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Doug Johnson, seconded by Commissioner Paul Liss, to approve the reappointment of Judge George Mertz to the Otsego County Commission on Aging Board to a term expiring on December 31, 2021. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, seconded by Commissioner Paul Liss, to grant authority to the County Administrator to authorize 2018 budget amendments up to \$10,000 per line item, with subsequent approval by the Otsego County Board of Commissioner at their next regular board meeting. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, seconded by Commissioner Paul Liss, to approve the appointment of Brian Fullford to the Otsego County Remonumentation Board to complete the remaining term of James Schwandt, whose term expires on June 12, 2020. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, seconded by Commissioner Paul Liss, to approve the lease agreement with North Country Community Mental Health for a one year period ending 9-30-19, with an option to renew. Ayes: Unanimous. Motion carried. (see attached)

Special Presentations:

Lisa Kaspriak reported on the Mid-Michigan Medical Examiners Group (MMME).

Motion by Commissioner Rob Pallarito, seconded by Commissioner Julie Powers, to approve the contract with Mid-Michigan Medical Examiners Group for a period of March 1, 2019-December 31, 2019, and then for a 4-year term from January 1, 2020-December 31, 2023, at a

cost estimate of \$70,139 plus a one-time implementation fee of \$13,830 for 2019; a 3% increase will be applied each subsequent year. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Rob Pallarito, seconded by Commissioner Duane Switalski, to appoint Dr. McNamara as Medical Examiner for a period of two months, January 1, 2019- February 28, 2019. Ayes: Unanimous. Motion carried.

Motion by Commissioner Rob Pallarito, seconded by Commissioner Doug Johnson, to appoint Dr. Wagner as Medical Examiner for 10 months in 2019, March 1, 2019-December 31, 2019, and then for a 4 year term from January 1, 2020-December 31, 2023. Ayes: Unanimous. Motion carried.

Truth in Taxation hearing opened at 9:48 a.m.

Truth in Taxation hearing closed at 9:49 a.m.

Committee Report:

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito, to approve OCR 18-30 2019 Budget and Appropriations Act.

Roll Call Vote:

Ayes: Julie Powers, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Absent: Paul Beachnau.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Doug Johnson, to approve the budget amendment and transfer of \$20,000 to the Sheriff's Work Camp (Fund 205). Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Rob Pallarito, seconded by Commissioner Julie Powers, to approve a budget amendment for \$5,000 for professional services provided by the auditors, paid out of the Administrative Services Fund (Fund 645). Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Rob Pallarito, seconded by Commissioner Duane Switalski, to award the bid to Hickerson Floor & Tile Haus to recarpet a portion of the Alpine Center First Floor, at a cost of \$24,526.40, to be paid out of the Capital Projects Fund (Fund 499). Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Rob Pallarito, seconded by Commissioner Doug Johnson, to award the bid to Bulldog Painting to paint a portion of the Alpine Center First Floor, at a cost of \$15,078, to be paid out of the Capital Projects Fund (Fund 499). Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:

Rachel Frisch thanked everyone for their hard work with the budget process.

Department Head Reports:

Diann Axford reported on the Treasurer's office; has a guide to hand out to the citizen's that explains the tax foreclosure process; 113 parcels up at the tax auction, sold 39.

City Liaison, Township and Village Representative:

Michelle Noirot reported on the Bagley Township meeting; entered into a 425 agreement with the City for 29 acres, housing apartment development.

Mary Sanders reported on the Hayes Township meeting; the township opted out of recreational marijuana.

Correspondence: None.

New Business:

Motion by Commissioner Bruce Brown, seconded by Commissioner Duane Switalski, to approve the December 4, 2018 Warrant in the amount of \$186,691.03. Ayes: Unanimous. Motion carried.

Motion by Commissioner Duane Switalski, seconded by Commissioner Rob Pallarito, to approve the December 11, 2018 Warrant in the amount of \$130,436.27. Ayes: Unanimous. Motion carried.

Motion by Commissioner Julie Powers, seconded by Commissioner Paul Liss, to approve the December 18, 2018 Warrant in the amount of \$600,171.23. Ayes: Unanimous. Motion carried.

Motion by Commissioner Ken Glasser, second by Commissioner Julie Powers, to appoint James Camiller, CPA to the Otsego County Road Commission Board for a 2-year term 1/1/19 – 12/31/22. Ayes: Julie Powers, Paul Liss, Duane Switalski, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown. Nays: Rob Pallarito. Motion carried.

Motion by Commissioner Ken Glasser, seconded by Commissioner Doug Johnson, to appoint Kathy Heinz, CPA to the Otsego County Road Commission Board for a 4-year term 1/1/19-12/31/22. Ayes: Julie Powers, Duane Switalski, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown. Nays: Paul Liss. Motion carried.

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Rob Pallarito had no report.

Commissioner Ken Glasser attended the Camp Grayling Community Group meeting, another meeting scheduled for 1-7-19; attended the conservation district meeting.

Commissioner Bruce Brown had no report.

Commissioner Paul Liss reported there will be a discussion of recreational marijuana at Vanderbilt's first meeting in January 2019.

Commissioner Julie Powers had no report.

Commissioner Duane Switalski thanked those who applied for the road commission and others who have applied for various boards.

Commissioner Doug Johnson reported on the Parks and Recreation department meeting; Groen Nature preserve has a new ranger; new bid received for entrance; applied for a grant for Irontone Springs walking path; County park use was up this year; attended the Commission on Aging meeting.

Commissioner Ken Borton thanked the audience for attending; thanked Administrative staff and Board members for a good year.

Motion by Commissioner Paul Liss, seconded by Commissioner Duane Switalski, to enter into closed session as authorized by Section 8c and 8h of the Open Meetings Act, to discuss Collective Bargaining, and also 15.268 of the Open Meetings Act, to discuss property.

Roll Call Vote:

Ayes: Julie Powers, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Absent: Paul Beachnau.

Motion carried.

Entered into closed session at 10:40 a.m.

Returned to open session at 11:35 a.m.

Motion by Commissioner Paul Liss, seconded by Commissioner Doug Johnson, to ratify the 2019 Teamsters Bus Union Contract. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, seconded by Commissioner Julie Powers, to ratify the 2019 POAM Contract. Ayes: Unanimous. Motion carried.

Motion by Commissioner Ken Glasser, seconded by Commissioner Julie Powers, to rescind approval of the November 27, 2018 Otsego County Board of Commissioner minutes, further to correct the citation of MCL 225.6 to MLC 224.6 and to approve the minutes as corrected. Ayes: Unanimous. Motion carried.

Administrator, Rachel Frisch, reminded the Board of the Organizational meeting 1-2-19 at 9:30 a.m.

Meeting adjourned at 11:40 a.m.

Kenneth C. Borton, Chairman

Susan I. DeFeyter, Otsego County Clerk



2019 Holiday Schedule

Tuesday, January 1 st	New Year's Day
Monday, February 18 th	Presidents' Day
Friday, April 19 th	Good Friday
Monday, May 27 th	Memorial Day
Thursday, July 4 th	Independence Day
Monday, September 2 nd	Labor Day
Monday, November 11 th	Veterans' Day
Thursday, November 28 th	Thanksgiving Day
Friday, November 29 th	Friday after Thanksgiving
Tuesday, December 24 th	Christmas Eve
Wednesday, December 25 th	Christmas Day
Tuesday, December 31 st	New Year's Eve
Wednesday, January 1 st (2020)	New Year's Day

AN AGREEMENT

between

COUNTY OF OTSEGO
A Body Corporate

At 225 West Main Street, Gaylord, Michigan 49735

and

NORTH COUNTRY COMMUNITY MENTAL HEALTH

An agreement made and entered into this 18th day of December in the year of 2018 by and between County of Otsego, as Lessor and the North Country Community Mental Health.

1. **Premised Land.** The Lessor hereby agrees to lease to the Lessee 13,204 square feet (the entire first floor) of the Premises located at 800 Livingston Boulevard, commonly known as the Alpine Center in the Township of Livingston, County of Otsego, State of Michigan (the "Premises").
2. **Term.** To have and to hold said Premises with all appurtenances for a term of one (1) year beginning on the 1st day of October, 2018 and ending on September 30, 2019 ("Initial Term"). Lessee may, at its option, provided it is not in default hereunder, upon not less than sixty (60) days advance written notice to Lessor by certified mail, return receipt requested, extend the term of this Rental Agreement for one (1) additional one-year term ("Renewal Term"), on the same terms and conditions set forth herein and at the rental amount set forth in paragraph 4 below.
3. **Holding Over.** The Lessor has the absolute right to withhold its consent to any proposed holdover. If Tenant remains in possession of the Premises after the Termination Date with Landlord's consent, it will occupy the Premises as a holdover tenant on a month-to-month basis. Tenant will be subject to all the terms of this Lease to the extent they can be applied to a month-to-month tenancy.
4. **Rent.** Lessee shall pay Lessor rent in the amount of Seventy Thousand Nine Hundred Twenty-Seven and 68/100 dollars (\$70,927.68) per year, payable in installments of Five Thousand Nine Hundred Ten and 64/100 dollars (\$5,910.64) per month, with monthly payments due on the first of each month. In the event Lessee exercises its option for the Renewal Term, as provided in Paragraph 2 above, Base Rent shall increase by five (5%) percent to Seventy-Four Thousand Four Hundred Seventy-Four and 04/100 dollars (\$74,474.04) annually, payable in monthly installments of Six Thousand, Two Hundred Six and 17/100 (\$6,206.17) Dollars
5. **Cancellation.** Upon any willful breach, or upon default of any of the terms and conditions herein, or upon any willful breach or default of any of the terms and conditions located within all agreements between Lessor and Lessee, this Lease shall be deemed forfeited by Lessee and cancelled by the Lessor; provided, however, that the Lessor shall give notice to Lessee of any breach or default, and Lessee shall have thirty (30) days in which to cure any defaults.

- a. Should this Lease be terminated, cancelled or forfeited due to the willful breach by the Lessee, the Lessee shall peaceably give up to the Lessor the leases Premises in as good a condition as at the beginning of the term hereof, reasonable use and wear thereof and damage by the elements excepted. Improvements, additions or other construction made thereon by the Lessee shall become the property of the Lessor; however, Lessee may remove personal property and trade fixtures which can be removed without causing material damage to the Premises.
6. **Funding:** The Tenant cannot guarantee funding during the Term of this Agreement. The Tenant's existence and primary sources of funding are subject to federal, state, and county legislative action. If federal, state or county legislation, rules or judicial order are passed which provide for the eventual termination of the Lessee or, which in the determination of the Lessee reduces Lessee funding, then the Lessee may elect to immediately terminate this Agreement with no further liability to the Lessor except for payment for those services which have been provided by the Lessor as of the date of termination.
7. **Services Provided by Lessor.** The Lessor shall furnish the following services:
 - a. Ground Maintenance including all upkeep and cleaning of grounds as necessary
 - b. Parking Lot including the cleaning and maintenance of parking area, and for snow removal and lawn maintenance in a reasonable and timely manner.
 - c. Landlord shall furnish heat, sewer service and water services, said cost to be prorated among tenants.
8. **Services Provided by the Lessee.** The Lessee shall furnish at its own expense the following services:
 - a. Electric – Tenant shall pay for electric service, with separate meters being provided.
 - b. Janitorial Services – Each tenant shall be responsible for cleaning service of their unit(s).
9. **Obligation to Maintain and Repair.** The Lessee shall reimburse the Lessor for any repairs to the premises from damage, which exceeds normal wear and tear to be expected from lawful and proper use of the premises and the sole cause of which was the negligent acts or omissions of Lessee's employees.
 - a. The Lessee shall notify the Lessor or his agent of the need for any repairs or replacements, which are not the responsibility of the Lessee. The Lessor may enter upon the premises at any reasonable time for the purpose of inspection thereof to determine whether repairs or replacements are required and for the purpose of making such repairs and replacements.
10. **Alterations.** Tenant shall make no alterations, decorations, additions or improvements in or to demised premises without the written consent of the landlord first had and obtained, except those changes required by Tenant to accommodate necessary equipment to be installed at Tenant's expense.

11. **Signage.** Unit signs shall be limited to the Register located in building lobby.
 - a. Tenant will not cause or permit to be placed on the doors, windows, wall, fronts or sides of said building, or said demised premises or elsewhere in said building, any signs, placards, pictures, displays or other reading or advertising matter without the written consent of Landlord; and Tenant agrees that Landlord may, without notice, remove and destroy such signs, placards, pictures, etc. so placed without its consent.
12. **Insurance.** Tenant shall maintain and furnish proof of the following insurance: liability insurance covering both property damage and personal injury with minimum coverage of \$1,000,000 per occurrence, and shall name the Lessor as a named additional insured. Lessee shall furnish a copy of the insurance policy to Lessor on Lessor's request. Landlord agrees to maintain fire insurance on the building of the demised premises, and tenant agrees to maintain fire insurance on the contents of the demised premises.
13. **Mutual Indemnification.** Tenant will indemnify and defend Landlord against all claims for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the Premises; (b) the use or misuse of the Premises or common areas by Tenant or its agents, contractors, or invitees; or (c) any event on the Premises or common areas, whatever the cause. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or for Landlord's intentional misconduct. Landlord will indemnify and defend Tenant against all claims for bodily injury or property damage relating to the common areas of the Property. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the common areas; (b) the use or misuse of the common areas by Landlord or its agents, contractors, or invitees.
14. **Successors and Assigns.** The covenants, conditions, and agreements made and entered into by the parties hereto, are hereby declared binding upon the successors and assigns of the Lessor, and upon their heirs, administrators, executors, and assigns of the Lessee.
15. **Transfer of Interest.** It is further agreed that the Lessee shall not assign or transfer this Lease, nor sublet any of the Premises, including the buildings or improvements thereon, except as herein provided, without the written consent and approval of the Lessor, which shall not be unreasonably withheld.
16. **Use of the Premises.** Tenant will not use the Premises in any matter which violates the Building Rules or Applicable Laws. The Building Rules may be amended by Landlord in its sole discretion.
17. **Compliance with Federal Circular A-87.** The Lessor acknowledges that Lessee is responsible for compliance with the provisions of Federal Circular A 87 pursuant to the requirements of its contract with the Michigan Department of Community Health regarding real property lease payments. Such requirements prevent Lessee from making lease payments in amounts that exceed the Lessor's cost attributable to the portion of the leased premises occupied by the

Lessee. To assure compliance, Lessor agrees to provide a description of property cost allocations to Lessee on an annual basis, on or before August 31.

18. **Notices.** Notices required under this Agreement shall be deemed proper if duly sent by United States First Class mail or via facsimile and addressed to the parties at the following address:

- i. LESSOR: Otsego County
 - a. Attn: Rachel Frisch
 - b. County Administrator
 - c. 225 W. Main Street
 - d. Gaylord, MI 49735

- ii. LESSEE: North Country Community Mental Health
 - a. Attn: Contract Manager
 - b. 1420 Plaza Drive
 - c. Petoskey, MI 49770

19. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Lessor and the Lessee superseding all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Lessor and the Lessee. Nothing contained in this Agreement, nor the performance of the parties hereunder, shall inure to the benefits of any third party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the _____ Day of _____, 2018.

LESSOR:
OTSEGO COUNTY
BY: _____
Its: _____

LESSEE:
**NORTH COUNTRY COMMUNITY
MENTAL HEALTH**
BY: _____
Its: _____

MEDICAL EXAMINER CONTRACT

THIS AGREEMENT made and entered into this 18th day of December, 2018, by and between the COUNTY OF OTSEGO, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and Paul A. Wagner, D.O. and Mid Michigan Medical Examiner Group LLC (MMMEG) (hereinafter referred to as the "Contractors")

WITNESSETH:

WHEREAS, the Contractor has been appointed OTSEGO County Medical Examiner by the County Board of Commissioners pursuant to 1953 P.A. 181, as amended, MCLA 52.201 et seq.g (hereinafter referred to as the "County Medical Examiners Act"); and

WHEREAS, the County and the Contractors desire to set forth the terms and conditions of Dr. Paul A. Wagner's appointment and Mid Michigan Medical Examiner Group LLC terms in writing.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED, as follows:

FIRST: **General Scope of Services.** The Contractors, during the duration of the Agreement and pursuant to the County Medical Examiner's Act, shall serve as the OTSEGO County Medical Examiner performing the following services:

- i. Conducting on-scene investigations in all cases of persons who have come to their death by violence, or whose death is unexpected, or without medical attendance during forty-eight (48) hour prior to the hour of death unless the attending physician, if any, is able to determine accurately the cause of death, whether the result of an abortion, whether self-induced or otherwise, or the death of any prisoner in a County or City Jail.
- ii. Be available to respond and assist prosecuting attorneys, defense attorneys, funeral directors, law enforcement professionals, healthcare institutions, organ procurement organizations and families regarding the unexpected and unexplained deaths of the county.
- iii. Issue death certificates, cremation permits, and fulfill records requests.
- iv. Lead and direct investigations of all reported deaths pursuant to the requirements of the laws of the State of Michigan.
- v. Provide in-service training to Medical Examiner Investigators.
- vi. Arrange with other physicians for providing of autopsies, toxicology, anthropology, and DNA services when the need arises. Negotiate and execute contracts for those support services.
- vii. Respond to requests for reports with descriptive & statistical data (i.e. Opioid data).
- viii. Maintain departmental budget.
- ix. Conduct internal quality assurance reviews on case investigations and records.

SECOND: **Compensation.** The Contractor shall be compensated for the services rendered pursuant to this agreement as follows in Exhibit "A" with payment made to and accepted by Mid Michigan Medical Examiner

Group, LLC on Paul A. Wagner's behalf. The contractor shall invoice the county for services on a quarterly basis and paid within thirty (30) days of receipt by the County unless a dispute exists over the amount claimed due and owing.

THIRD: **Cremation Permits and Death Certificates**. Cremation permits are fulfilled within a 24-hour time limit of receipt of all required information on all business days. A faxed or scanned receipt of the request and proof of cremation permit pre-payment as listed in Exhibit "A" is required to be made to the county credit card system or to the county in-person. Death certificates will be completed and signed after being faxed or scanned to the contractor's office.

FOURTH: **Medical Examiner Investigators (MEI)**. MEI's are compensation as approved by the County and reviewed through fiscal budgeting. Monthly MEI reimbursement will initially be sent to and reviewed by the contractor. The contractor will then submit approved vouchers to the county on a monthly basis. Mileage shall be paid equal to that of the county rate. A rare Special Intensive Case Stipend of \$100 may be requested on an individual basis of the Board of Commissioners for approval.

FIFTH: **Subcontractors**. Forensic Pathology Services, Toxicology, Anthropology, and Deceased Transportation services will be subcontracted with selected providers that meet all agreed upon requirements of both the contractor and the county. The contractor will and negotiate and help execute contracts for those support services. Support services invoices will be received and reviewed by the contractor. The contractor will then submit monthly approved vouchers to the county for direct payment. The contractor will assist the county with the Medical Examiner Department budget annually.

SIXTH: **Maintenance of Records**. The Contractors shall prepare, keep, and maintain records verifying expenses and performance of services for which the Contractors have been compensated pursuant to this Agreement. The contractors will maintain a record on every death reported to the office, whether or not jurisdiction is accepted. This retention may remain in the contractor's office for 3 years then subsequently turned over to the County offices for storage.

SEVENTH: **County's Retention of Records**. The County shall have the sole and exclusive right to the retention of all original case records pertaining to the services rendered by the Contractors pursuant to this Agreement. The Contractors shall have access to appropriate case records when such access is required for performance of services to be provided under this Agreement. Upon the completion or termination of the Agreement, all original case records in the Contractors' possession shall be turned over to the County provided, however, that the Contractor shall have access to the records upon written request.

EIGHTH: **Use of Facilities**. The county will allow at no charge:

- i. If needed, use of a conference room or office in Otsego County, for meetings with family and next-of-kin to address questions about the results of a death investigation or trainings.
- ii. Use of space within Otsego County for storage of body bags, tags, and personal protection equipment.

NINTH: **Independent Contractor Status**. It is expressly understood and agreed that the Contractors, administrative personnel, and non-Otsego County employee Medical Examiner Investigators, shall not be, nor be held hold himself out as employees of the County and shall not be entitled to any fringe benefits of the County such as including, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity. The independent contractors shall be responsible for withholding and payment of all applicable taxes, including income and social security taxes to the proper federal, state, and local governments, which arise out of this Agreement.

TENTH: **License Requirements**. Dr. Paul A. Wagner, shall meet all federal, state, and local license and or authorization requirements to practice medicine. Failure to obtain and/or maintain any license and authorization requirements to practice medicine and/or loss of the same shall result in the immediate and automatic termination of this Agreement.

ELEVENTH: **Liability Insurance Required of Contractor**. Dr. Paul A. Wagner, shall carry insurance of at least one million dollars including contractual provisions protecting the county from liability, including indemnification and Hold Harmless provisions. This shall be maintained throughout the life of this agreement and evidence provided upon request.

TWELVETH: **Compliance with the Law**. The Contractors, while engaging in any activity pursuant to this Agreement, shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations. Further, they shall not advocate, nor assist in violating any laws of the United States of the State of Michigan.

THIRTEENTH: **Waivers**. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege there under shall operate as a waiver thereof, nor shall single or partial exercise of any right, power, or privilege preclude any other or further exercise of any right, power, or privilege.

FOURTEENTH: **Amendment of the Agreement**. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

FIFTEENTH: **Nondiscrimination**. The Contractors shall comply with all applicable federal, state, and local laws and regulations prohibiting discrimination. Breach of this covenant shall be regarded as a material breach of this Agreement.

SIXTEENTH: **Disregarding Titles**. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this agreement.

SEVENTEENTH: **Completeness of the Agreement**. This Agreement and Exhibit "A" attached hereto contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

EIGHTEENTH: **Agreement Period and Termination**. This Agreement shall become effective on the March 1, 2019, and shall continue until the expiration of the term of appointment, which shall be December 31, 2023. Notwithstanding any other provisions in this Agreement to the contrary, this Agreement may

be terminated by either of the parties hereto upon sixty (60) days prior written notification to the other party and pursuant to the County Medical Examiner's Act, MCL 52.201 et seq.

NINETEENTH: Invalid Provisions. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality or unenforceability of this Agreement.

TWENTIETH: Certification. The person signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the parties have fully executed this Agreement on the day and year first above written.

WITNESSED BY:

COUNTY OF OTSEGO:

Chairperson

OTSEGO County Board of Commissioners

WITNESSED BY:

CONTRACTORS:

Paul A. Wagner, D.O.

Mid Michigan Medical Examiners Group, LLC

EXHIBIT A

PAYMENT SCHEDULE

The annual fee offered pro-rated for the remainder of 2019 and thereafter for 4 years (2020, 2021, 2022, 2023) with an annual increase of 3%.

Medical Examiner Full Services: \$ 24,922

(M.E. Physician -Database- Phone -Prof.Memberships-Uniforms-Supplies-Training- Administrative Staffing - Case Administration-Reporting-Death Certificate Processing-Records Requests).

Autopsy/Case Related Death Costs: \$ 50,017

(Including Autopsy, Toxicology, MEI, Transportation, Mileage- Case Related Costs). This line is for Budget purposes only. This is an estimate only. End of year *surplus remains within the county.*

Cremation Income: Estimated 128 Requests @ \$50/ea.= \$ 6,400 less 25% handling fee= \$ 4,800
Cremation permit fees shall be entered into a separate Income Line Item. Quarterly handling fee payments shall be made to MMEG as invoiced. Cremation Permits will be prepayment by the funeral homes either by the existing county credit card system or in-house. This ensures that the asset of cremation permit income is closely monitored for the county.

NET ANNUAL BUDGET: \$70,139

One-Time Training/Implementation Set up Fee: \$ 13,830.

Additional Service Fee for Court Appearances and Mileage: \$100/hour + standard mileage fee

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in Room 100, 225 West Main, Gaylord, MI 49735, on the 18th day of December, 2018, at 9:30 a.m.

PRESENT:

ABSENT:

The following preamble and resolution were offered by Commissioner Beachnau.

**OCR 18-30
Fiscal Year 2019 Budget Resolution
And General Appropriations Act**

WHEREAS, the Uniform Budget and Accounting Act ("UBAA") MCLA 141.421 et seq., requires that the Board enact a general appropriations act designed to meet County-funded expenditures; and

WHEREAS, County offices, the courts, county departments, agencies and others have submitted requests for a county appropriation in the 2019 budget; and

WHEREAS, the County Administrator has submitted a proposed budget as required by statute; and

WHEREAS, the Board of Commissioners has taken into consideration the fact that there are required functions of county government or operations which must be budgeted at a serviceable level in order to provide required services programs; and

WHEREAS, the Board of Commissioners has determined the amount of money to be raised by taxation necessary for expenditures and liabilities for the 2019 fiscal year and has ordered that money to be raised by taxation within statutory and constitutional limitations.

NOW, THEREFORE, BE IT RESOLVED

1. That the 2019 Otsego County Budget for the General Fund which is incorporated by reference herein, is hereby adopted on a basis consistent with the Otsego County policies, subject to all County policies regarding the expenditure of funds as well as the conditions set forth in this resolution.
2. Tax rates are to be levied for the 2019 fiscal year as summarized in Appendix A of this document.
3. That this budget reflects a reasonable allocation of available resources to the various County departments, boards, and agencies, and allows for all mandated services, programs, and activities, including the courts to be performed at or beyond a serviceable level.

4. That the Board of Commissioners hereby authorizes monthly county-based surcharge of \$1.72 be placed on all communications service provider equipment able to call 9-1-1 for service as allowed under Public Act 164 of 2007 to defray the costs of being ready to process and of actually processing 9-1-1 calls placed within Otsego County for Fiscal Year 2019, and that such funds shall be used in accordance with all applicable state and federal laws and County policies.
5. That all County elected officials and department heads shall abide by all County policies, including the Purchasing policy, personnel policies, and applicable labor agreements, as adopted and amended by this Board and that the budgeted funds are appropriated contingent upon compliance with these policies.
6. That the approved employee positions on the Approved Position Control Number Roster contained in this Budget as Appendix B, shall limit the number of employees who can be employed. No funds are appropriated for any position or employee not on the Approved Position Control Number Roster. Further, there may be a need to increase or decrease various positions within the Budget and/or impose a hiring freeze and/or impose lay-offs due to the unforeseen financial changes; therefore, the Approved Position Control Number Roster List may be changed from time to time by the Board and/or the Board may impose a hiring freeze. County elected officials and department heads shall abide by whatever changes are made by the Board, if any, relative to the approved positions and the number of employees stated in the Approved Position Control Number Roster List.
7. That the authorized positions in the Approved Position Control Number Roster List contained in each budget indicates the authorized maximum number of employees in their respective classifications for that budget. Any deviations from said list must be specifically approved by the Board.
8. That certain positions contained in the Approved Position Control Number Roster List which are supported in some part by a grant, cost sharing, child care reimbursement, or other source of outside funding, are only approved contingent upon the County receiving the budgeted revenues. In the event outside funding is not received, or the County is notified that it will not be received, then said positions shall be considered unfunded and removed from the Approved Position Control Number Roster List.
9. That the Administrator is authorized upon request of the respective elected official or department head to transfer persons from certain positions contained in the Approved Position Control Number Roster List, which are supported in some part by grant, cost sharing, child care reimbursement or other source of outside funding, to another grant funded position in order to reduce County cost.
10. That the Board of Commissioners elects to set the limit that Otsego County, as employer, will pay for medical benefit plan coverage at 80% for all Otsego County employees to comply with Michigan Public Act 152 of 2011.

11. That revenues received by the County under Public Act 106 and 107, 1985 (Convention Facility Tax revenues) shall not be used to reduce the County's operating millage levy (2018 Budget Year) as defined by Public Act 2 of 1986.
12. That in accordance with Public Act 106 of 1985 and Public Act 2 of 1986, 50% or approximately \$88,712 of the estimated \$177,424 of the Convention Facility Tax revenues not used to reduce the County's operating tax rate, shall be transmitted to the Northern Michigan Substance Abuse Services with remaining revenues to be deposited into the County's General Fund.
13. That revenues received by the County under Public Act 264 of 1987 (Health and Safety Fund Act) shall not be used to reduce the County's operating millage levy (2019 Budget Year).
14. That in accordance with Public Act 264 of 1987, that 12/17 of the estimated Cigarette Tax revenue, not used to reduce the County's operating tax rate, shall be appropriated to the Northwest Michigan Health Department, for public health prevention programs and services, with remaining revenues to be deposited into the County's general fund. The County's estimated Cigarette Tax revenue for 2019 is \$0.
15. That the Administrator is hereby appointed "Budget Administrator," pursuant to the Uniform Budget and Accounting Act, MCLA 141.421 et seq., with power to administer such duties in connection with said budget, as may be from time to time, delegated to the Office of the County Administrator by this Board.
16. That the Budget Administrator be directed to disburse to the various agencies, the approved County appropriation on the basis of need as determined by the cash balances within their respective funds.
17. That the County Administrator, upon recommendation of the appropriate elected official or department head, be authorized to accept grants on behalf of the County if there is no local match required, or ongoing programming or funding which would require additional appropriations or staffing in current or future fiscal years.
18. That the County Administrator, upon recommendation of the appropriate elected official or department head, be authorized to accept grants on behalf of the County in an amount up to \$50,000 with a local match not to exceed 10% (\$5,000), if required, and if available within the requesting department's current budget, and to record the appropriate budget amendment.
19. That the County Administrator is required and directed to automatically reduce any department each time a reduction is made in federal, state or local funds. The County Administrator, in conjunction with the affected elected official or department head, shall promptly make the necessary lay-offs and advise those affected by the service that those services are being discontinued as a result of said cutbacks.

20. That the County Administrator is authorized to cause the drafting of contracts where necessary and appropriate within established budgetary limitations and that the County Administrator is authorized to sign said contracts after legal counsel approved each contract as to legal form, and the Board of Commissioners has approved each contract. The County Administrator is authorized to sign all contract renewals without prior approval of the Board if funds are previously approved for said contract and there are no changes to the contract as part of the renewal.
21. That the Board of Commissioners has determined that it is fiscally prudent to carry a \$350,000 fund balance in the Health Care fund (Fund 647). Funds in excess of this amount shall be refunded to the contributing funds outside of the general fund as follows: 208 Parks and Recreation, 209 Groen Operating Fund, 588 Bus, 212 Animal Control, 232 Housing, 281 Airport, 249 Land Use Services. All remaining leftover funds will be transferred to the General Fund.
22. The Board of Commissioners has determined that it is fiscally prudent to maintain a Legal Defense Fund, Fund 280.
23. The Board of Commissioners has determined that it is fiscally prudent to carry a fund balance level of 10% of expenditures from year-to-year in the Building and Grounds Fund, Fund 637, in order to avoid cash flow shortfalls.
24. The Board of Commissioners has determined that the Administrative Services Fund, Fund 645, will need to maintain a fund balance level of 5% of expenditures from year-to-year, in order to avoid cash flow shortfalls.
25. The Board of Commissioners has determined that the Tax Foreclosure Fund, Fund 617, will need to maintain a minimum Fund Balance of \$200,000 to offset potential foreclosure sale losses, and to have funds to pay for property clean-up and maintenance for those parcels that have become County-owned property via the foreclosure process, and to have funds to pay for payroll expenses for staff time spent on managing the foreclosure process and accounting for foreclosures.
26. That the amounts indicated in the "Budgetary Detail" are hereby appropriated from the General Funds and other funds of Otsego County according to the Activity Centers (Departments) contained in that detail which is incorporated herein by reference, and that such appropriations shall be restricted to the functioning of those Activity Centers (Departments), all applicable federal and state laws, County policies, and the provisions of this Act. The "Budgetary Detail" chart is included in this document at Appendix C.
27. The Administrator has the authority to approve all amendments made to the 2019 budget except for instances where a) the amendment will increase the department's total net budget or b) the amendment will affect a payroll account (defined as any account in the 700.000-705.000 expenditure section of the general ledger, except education and training 704.400) and exceeds \$500 in total.

**APPENDIX A
AUTHORIZED TAX RATES 2019 BUDGET YEAR**

<u>TAXING ENTITY</u>	<u>MILLAGE RATE</u>
COUNTY OPERATING*	0.0040502
ANIMAL CONTROL	0.0003000
BUS	0.0002500
COMMISSION ON AGING	0.0010000
COUNTY PARKS AND RECREATION/COMMUNITY CENTER	0.0002500
EMERGENCY SERVICES	0.0007800
LIBRARY	0.0004000
LIBRARY EXPANSION PROJECT	0.0003750
M TEC	0.0006464
RECYCLING	0.0003500
ROAD COMMISSION	0.0010000
SPORTSPLEX OPERATING	0.0002500
SPORTSPLEX BUILDING AND MAINTENANCE	0.0001875
UNIVERSITY CENTER OF GAYLORD	0.0005569
 TOTAL	 0.0106960

* In accordance with the state mandated tax shift, the county operating millage will be levied in July, 2019 for the 2019 budget year; all other millages listed will be levied in December, 2018 for the 2019 budget year.

APPENDIX B

County Roster 2019

Department	Full-time	Part-time	Seasonal	Elected
Airport	2			
Animal Control	4	1		
Board of Commissioners				9
Bus System	16	6		
Clerk/ROD	4	1		
County Administration	2			
Equalization	2	1		
Finance	1	1		
Human Resources	1	1		
Land Use Services	6			
MSU Extension		1		
Parks and Recreation	5	2	8	
Prosecutor	8			
Sheriff	28	2	1	
Treasurer	3	1		
Veterans/Housing/Grants	1	1	1	

**full-time elected officials are counted under full-time*

OTSEGO COUNTY – 2019 COURT EMPLOYEE CENSUS

TITLE	No. Emp
Judge	1
Court Administrator	1
Admin Assistant/Financial Officer	1
Judicial Secretary/Admin Assistant	1
Friend of the Court Supervisor	1
Juvenile Officer/Case Manager	1
Court Clerk/Supervisor	1
Juvenile Case Workers	2
FOC Case Manager	2
Drug Court Probation Officer	1
FOC Senior Account Specialist	1
FOC Account Specialist	1
FOC Legal Sec./Acct. Specialist	1

TITLE	No. Emp
Probation Compliance Officer	1
Juvenile Register	1
Probate Register	1
Collections Clerk	1
Deputy Court Clerk – Criminal	1
Deputy Court Clerk – Civil	1
Deputy Court Clerk – Traffic	1
FOC Part-time Secretary/Receptionist	1
Part-time Court Officer	3

OTSEGO COUNTY PROPOSED BUDGET
 FOR THE YEAR ENDED DECEMBER 31, 2019
 ALL FUNDS AND COMPONENT UNITS
 SUMMARY OF BUDGET TOTALS

	2019 <u>PROPOSED BUDGET</u>	2018 <u>PROPOSED BUDGET</u>	
General Funds			
101 General Fund	\$ 8,611,372	\$ 8,244,739	4.45%
257 Budget Stabilization	\$ 4,000	\$ 5,000	-20.00%
280 Legal Defense Fund	\$ 40,000	\$ 35,000	14.29%
293 Soldiers' Relief Fund	\$ 5,000	\$ 5,000	0.00%
	<u>\$ 8,660,372</u>	<u>\$ 8,289,739</u>	4.47%
Special Revenue Funds			
205 Work Camp Fund	\$ 120,905	\$ 152,169	-20.55%
208 Parks and Recreation	\$ 530,412	\$ 521,131	1.78%
209 Groen Nature Preserve Fund	\$ 229,569	\$ 303,367	-24.33%
212 Animal Control	\$ 443,935	\$ 523,264	-15.16%
215 Friend of the Court Fund	\$ 527,296	\$ 480,607	9.71%
226 Recycling Fund	\$ 319,219	\$ 355,700	-10.26%
232 Housing Fund	\$ 149,756	\$ 168,627	-11.19%
233 HUD Grant Fund	\$ 275,000	\$ 232,500	18.28%
243 Brownfield Redevelopment	\$ 17,792	\$ 30,926	-42.47%
245 Public Improvement Fund	\$ 10,000	\$ 10,000	0.00%
249 Building Inspection Fund	\$ 630,419	\$ 563,751	11.83%
256 Register of Deeds Automation	\$ 37,000	\$ 35,000	5.71%
260 Michigan Indigent Defense	\$ 144,368	\$ -	
261 911 Service Fund	\$ 656,000	\$ 668,300	-1.84%
263 Concealed Pistol Licensing Fund	\$ 10,150	\$ 10,000	1.50%
264 LCL Officers Training Fund	\$ 4,500	\$ 4,500	0.00%
266 Equipment Fund	\$ 143,475	\$ 142,000	1.04%
269 Law Library	\$ 3,500	\$ 3,500	0.00%
271 Library	\$ 814,883	\$ 802,049	1.60%
290 Social Welfare Fund	\$ 9,480	\$ 9,120	3.95%
292 Child Care Fund	\$ 903,824	\$ 893,155	1.19%
294 Veterans' Trust Fund	\$ -	\$ 5,000	-100.00%
	<u>\$ 5,981,483</u>	<u>\$ 5,914,666</u>	1.13%
Debt Service Fund	\$ 736,700	\$ 725,000	1.61%
Internal Service Funds			
637 Building and Grounds Fund	\$ 524,464	\$ 489,403	7.16%
645 Administrative Services Fund	\$ 644,354	\$ 611,191	5.43%
647 Health Care Fund	\$ 1,385,000	\$ 1,385,000	0.00%
	<u>\$ 2,553,818</u>	<u>\$ 2,485,594</u>	2.74%

Enterprise Funds

281	Airport	\$	1,044,694	\$	1,063,176	-1.74%
282	Airport Special Events Fund	\$	188,000	\$	188,000	0.00%
516	Delinquent Tax Fund	\$	664,108	\$	468,010	41.90%
588	Otsego County Bus System	\$	1,450,103	* \$	2,033,182	-28.68%
593	Advertising - I75 Sign Fund	\$	500	\$	3,000	-83.33%
595	Jail Commisary	\$	15,855	\$	16,106	-1.56%
616	Homestead Audit Fund	\$	1,700	\$	1,925	-11.69%
617	Tax Foreclosure Fund	\$	316,058	\$	175,000	80.60%
618	GIS Project and Aerial	\$	45,085	\$	74,768	-39.70%
		\$	<u>3,726,103</u>	\$	<u>4,023,167</u>	-7.38%

Capital Projects Funds

469	University Center Capital Projects Fund	\$	-	\$	684,834	-100.00%
471	Library Building Fund	\$	-	\$	-	#DIV/0!
472	Library Building Construction Bond Fund	\$	897,003	\$	99,865	798.22%
473	Library Construction Millage Fund	\$	468,984	\$	491,890	-4.66%
474	Tennis Court Construction Fund	\$	-	\$	-	#DIV/0!
475	Trail Construction Fund	\$	2,740,133	\$	-	#DIV/0!
476	Gaylord Gateway Trailhead	\$	48,827	\$	-	#DIV/0!
481	Airport Capital Projects	\$	50,000	\$	20,000	150.00%
494	Groen Capital Projects Fund II	\$	310,000	\$	-	#DIV/0!
495	Groen Nature Preserve Capital Projects Fund	\$	-	\$	-	#DIV/0!
497	Courthouse Restoration Fund	\$	45,000	\$	45,000	0.00%
499	Capital Projects Fund	\$	465,000	\$	370,000	25.68%
		\$	<u>5,024,947</u>	\$	<u>1,711,589</u>	193.58%

**TOTAL COUNTY BUDGET, WITHOUT
COMPONENT UNITS**

<u>\$</u>	<u>26,683,423</u>	<u>\$</u>	<u>23,149,755</u>	15.26%
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Component Units

201	Road Commission	\$	11,532,075	\$	10,189,575	13.18%
210	EMS/Ambulance	\$	2,350,343	\$	2,333,164	0.74%
213	University Center - Restricted	\$	711,192	\$	688,834	3.25%
216	University Center - Unrestricted	\$	-	\$	-	0.00%
217	Sportsplex Operating	\$	867,300	\$	889,740	-2.52%
297	Commission on Aging	\$	1,967,991	* \$	1,930,374	1.95%
465	Road Construction Fund	\$	1,250,623	\$	1,229,724	1.70%
468	Sportsplex Building Maintenance Fund	\$	234,492	\$	230,573	1.70%
594	UCMAN	\$	62,248	\$	90,000	-30.84%
		\$	<u>18,976,264</u>	\$	<u>17,581,984</u>	7.93%

**TOTAL COUNTY BUDGET, INCLUDING
COMPONENT UNITS**

<u>\$</u>	<u>45,659,687</u>	<u>\$</u>	<u>40,731,739</u>	12.10%
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* Fund has a fiscal year ending 9/30.



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Work Camp (205)

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 Adjustments to work camp budget for 2018

REVENUE

Account Number	Decrease	Increase
205-050-699.030 Other Source Transfers	\$	\$ 20,000
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101-301-703.030 Regular - Hourly	\$	\$ 20,000
101-301-999.000 Transfer Out	\$ 20,000	\$
205-941-999.990 Contribution to fund balance	\$ 20,000	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

Department Head Signature

Date

Rachel Trisch
Administrator's Signature

12.12.18
Date

Finance Department
Entered:
By:

12/18/18

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Administration 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 Amendment for professional fee

REVENUE

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

EXPENDITURE

Account Number	Increase	Decrease
645-201-703.010 Salary	\$	\$ 5,000
645-201-801.020 Professional	\$ 5,000	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$ 5,000	\$ 5,000

Department Head Signature _____ Date _____

Rachel Irish _____ *12.12.18* _____

Administrator's Signature _____ Date _____

Finance Department
Entered:
By:

12/18/18 Board Approval Date (if necessary) Budget Adjustment # Posting Number



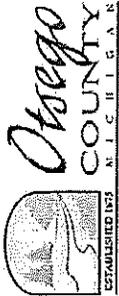
**OTSEGO COUNTY ADMINISTRATION
BID REGISTER LOG/PRELIMINARY TABULATION SHEET**

BID NUMBER: 2018-11 **DATE/TIME BIDS DUE:** Monday, November 19, 2018 at 10:00am
TITLE: Alpine Center Carpet **DATE/TIME OF BID OPENING:** Monday, November 19, 2018 at 10:10am

ADVERTISED: Yes

BID DEPOSIT REQUIRED: N/A **ADDENDUM/DATES:**

BIDS/PROPOSAL RECEIVED				
	COMPANY NAME	LOCATION	PRELIMINARY TOTAL BID	PRELIMINARY RANK
1.	HICKELSON FLOOR & TILE HANDS	GAYLORD, MI	824,526.40	1
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				



**OTSEGO COUNTY ADMINISTRATION
BID REGISTER LOG/PRELIMINARY TABULATION SHEET**

BID NUMBER: 2018-11 **DATE/TIME BIDS DUE:** Monday, November 19, 2018 at 10:00am
TITLE: Alpine Center Carpet **DATE/TIME OF BID OPENING:** Monday, November 19, 2018 at 10:10am
ADVERTISED: Yes

BID DEPOSIT REQUIRED: N/A **ADDENDUM/DATES:**

BIDS/PROPOSAL RECEIVED		COMPANY NAME	LOCATION	PRELIMINARY TOTAL BID	PRELIMINARY RANK
1.		BULLDOG PAINTING	GAYLORD, MI	\$15,078.00	1 *
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

* BID TURNED IN LATE @ 11:50PM ; authorized by Budget & Finance Committee, as it was the only bid received.