June 23, 2009

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 Glasser. Invocation by Commissioner Bates, followed by the Pledge of Allegiance led by Commissioner Beachnau.

Roll call:
Present: Backenstose, Bates, Beachnau, Brown, Glasser, Harkness, Hyde, Johnson.
Excused: Liss.

Motion by Commissioner Bates to approve the regular minutes of June 9, 2009 with attachments as presented. Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to approve the Court FY 2009 budget amendment as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to reappoint Jim Mathis to the Otsego County Housing Committee with the term to expire on June 30, 2012. Ayes: Unanimous. Motion carried.

Motion to reappoint Lester J. Howard to the Otsego County Building Authority with the term to expire on June 30, 2012. Ayes: Unanimous. Motion carried.

Motion to reappoint Frank C. Wilkinson to the Otsego County Building Authority with the term to expire on June 30, 2012. Ayes: Unanimous. Motion carried.

Administrator's Report:
John Burt reported RFP sent out for the painting exterior on the County Building; RFP for the paving/afton stone for the property purchased;RFP for the Clerk's office remodeling; Employee trail cleanup.

Honorable Michael K. Cooper and Rudi Edel introduced Vicki Courterier as the new Court Administrator.

Elizabeth Haus reported on the Village; July 25, 2009 at 7:00 p.m. music in the park.

Matt Barresi updated the Board on the Airport.

Special Presentation:
2008 audit was presented to the Board by Anderson Tackman.

Correspondence:
Chairman Glasser received a survey; Letter from the Department of Treasury.

Committee Reports:
Motion by Commissioner Harkness, to approve the Wolverine Easement as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Harkness, to allow the Airport Director to set up a booth on the Courthouse grounds on July 18, 2009 to be manned at the completion of the Alpenfest Parade. Ayes: Unanimous. Motion carried.

Motion by Commissioner Beachnau, to approve increasing the Kennel Attendant position to full time. Ayes: Unanimous. Motion carried.

Motion by Commissioner Beachnau, to transfer an amount not to exceed $51,000 to the Airport Fund, to alleviate cash flow issues, with funds to come from Contingency Fund. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Beachnau, to approve the Land Use Services document scanning proposal from Graphic Sciences plus the purchase of a new server, in an amount not to exceed $30,000 with funds to come from Contingency Fund. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Beachnau, to approve the Finance Department document scanning proposal from Graphic Sciences in an amount not to exceed $2,500 with funds to come from the Contingency Fund. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Beachnau, to waive the requirement in the Purchasing Policy to advertise the request for trash removal in the newspaper. Ayes: Unanimous. Motion carried.

New Business:

Motion by Commissioner Johnson, to approve the June 16, 2009 Warrant in the amount of $151,510.14 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Backenstose, to approve the June 23, 2009 Warrant in the amount of $142,412.66 as presented. Ayes: Unanimous. Motion carried.

Rachel Frisch presented the Board with the May financials.

Motion by Commissioner Harkness, to approve the Region 9 Area Agency on Aging 2010-2012 Multi-Year Plan and 2010 Annual Implementation Plan as presented. Ayes: Unanimous. Motion carried.

Board Remarks:

| | |
|---|---|
| Commissioner Backenstose: | Otsego Lake Township meeting. |
| Commissioner Harkness: | NEMCOG. |
| Commissioner Beachnau: | City Council meeting.<br>Sportsplex. |
| Commissioner Johnson: | Justice and public safety meeting. |
| Commissioner Bates: | City Council Meeting. |

Meeting adjourned at 10:40 a.m. at the call of the Chair.

_____

Kenneth R. Glasser, Chairman

_____

Susan I. DeFeyter, Otsego County Clerk

# 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.
**To amend unemployment compensation account, which was originally budgeted at $285.00 per person rather than $400 per person.**

**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 - 701.500 | $ 555.20 | $ |
| 101 - 141 - 930.210 | $ | $ 555.20 |
| - - | $ | $ |
| - - | $ | $ |
| - - | $ | $ |
| - - | $ | $ |
| Total | $ | $ |

Department Head Signature — Date: 06/17/2009

Administrator's Signature — Date

Board Approval Date (if necessary) — Budget Adjustment # — Posting Number

**Finance Department**
Entered:
By:

# RIGHT-OF-WAY AGREEMENT

Know All Men By These Presents, That, for and in consideration of Twelve Thousand Dollars ($12,000) and other valuable consideration, the receipt whereof is hereby confessed and acknowledged, **County of Otsego**, a Michigan Municipal Corporation of 225 West Main Street, Gaylord, MI 49735, **(Grantor)** do(es) hereby grant, convey and warrant unto **Wolverine Power Supply Cooperative, Inc.**, a Michigan nonprofit corporation with offices at 10125 W. Watergate Road, P.O. Box 229, Cadillac, ME 49601 **(Grantee)**, its licensees, lessees, successors and assigns, an easement and right to install, operate, inspect, maintain, protect, repair, replace, alter, change the size of or remove a pipeline or pipelines at any time or times, for the transportation of natural gas, along a route thirty (30) feet in width on, over and through real estate situated in Section 7, T30N, R3W, Township of Bagley and in Section 12, T30N, R4W, Township of Hayes all in the County of Otsego, State of Michigan, described as follows:

**A strip of land thirty (30) feet in width, being fifteen (15) feet upon each side of the center of the following described center line described as:**

**See attached Exhibit A**

To Have and To Hold the same unto said Grantee, until said easement be exercised, and thereafter until permanently abandoned, together with the right of ingress and egress at convenient points for such purposes, and with all rights necessary and convenient for the enjoyment of the privileges herein granted. Grantee shall, upon permanent abandonment of said easement, record an affidavit to that effect in the office of the Register of Deeds for the county where said land is located.

No building, structure or obstruction shall be erected or placed, no grade shall be changed, and no trees shall be planted within said easement granted hereunder without the written consent of the Grantee. Grantor also grants to Grantee, at Grantee's cost, the right to cut, trim, remove, or otherwise control all trees, brush or shrubbery upon said easement, subject to receiving permission from the Grantor, which will not be unreasonably withheld. Additional workspace, contiguous to said strip of land, may be used temporarily by Grantee during construction, maintenance or removal of said pipeline or pipelines, subject to receiving permission from the Grantor, which will not be unreasonably withheld.

Grantee shall replace in a good and workmanlike manner all fences that are disturbed or cut in the construction, maintenance or operation of the pipelines laid hereunder. Grantee agrees to pay for damage, if any, to growing crops that may be sustained by reason of Grantee's exercise of the rights granted herein. Grantee shall re-grade and re-seed any areas that are disturbed in said construction, maintenance or operations. All pipelines shall be buried at a depth not less than 36 inches.

Grantee acknowledges and accepts that certain portions of said easement overlap an existing pipeline easement granted by Grantor to Mercury Exploration Company, of 1619 Pennsylvania Avenue, Fort Worth, Texas, 76104, to lay, construct, replace, and remove pipelines for the transportation of gas, which easement is recorded in Liber 716, Pages 882 and 883, and in Liber 798, Pages 871 and 872, at the Otsego County Register of Deeds. Grantee's exercise of said easement shall not prevent or interfere with the rights of Mercury Exploration Company, or any of its successors and assigns, to use the easement granted to it by Grantor, and referenced herein, for all purposes permitted under the grant of easement.

Said Easement shall terminate upon removal of a pipeline or pipelines laid hereunder or if such pipeline or pipelines are not used for the purpose described herein for a period of one (1) year.

Grantee shall indemnify and save harmless the Grantor from and against any and all claims, causes of actions or suits ("Claims"), that any third party shall or may have against the Grantor for any loss, cost, damage or expense including personal injury or death, caused by the Grantee's exercise of the rights, licenses and easements hereby granted, unless the Claims are caused by or arise out of the negligence or wrongful act of the Grantor or its agents, employees or contractors.

All rights, privileges and obligations created by this instrument shall inure to the benefit of, and be binding upon, the heirs, devisees, administrators, executors, successors and assigns of the Grantor and Grantee.

The Grantee, its lessees or assigns, prior to entering upon lands of the Grantor for the purpose of maintaining, repairing, cleaning out, widening, deepening or extending the sanitary sewers, drains, water lines, electric lines, pipelines, or appurtenances owned by the Grantee, shall obtain the prior approval of the office of the Manager of the airport, which approval shall not be unreasonably withheld. The Grantee shall have the right from time to time to clear the easement of all trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by the Grantee of the rights, privileges and easement herein granted.

The Grantee shall not permit any maintenance or construction equipment which would encroach into restricted airspace of clear zones, approach slopes, runway and taxiway, or safety areas to enter upon or be used upon lands of the Grantor without such prior approval; provided, however, that such prior approval shall not be necessary when an emergency condition exists and immediate action by the Grantee is necessary to protect the public health. When an emergency situation exists, the ingress and egress of the Grantee, its lessees or assigns, will be coordinated with the airport management.

The Grantee shall not construct nor permit to stand above ground level on said easement any building, structure, poles or other objects, manmade or natural, to a height in excess of Federal Aviation Regulation (FAR) Part 77 surfaces, based upon current runways or future runways which may be constructed.

The Grantee shall file a notice consistent with the requirements of FAR Part 77 (FAA Form No. 7460-1) prior to constructing any maintenance or improvement within said easement. At such time in the future as deemed necessary by the Grantor, the Grantor may enter and construct airport improvements (runways, taxiways, extensions, associated lighting, etc.). Upon said easement provided notice is given to the Grantee at least 30 days prior to the start of construction. Should such development become necessary, the Grantee agrees to pay all costs associated with the protection or relocation of its facilities to accommodate said airport improvements.

This easement shall be binding on all other parties, both public and private, which presently, or at a future date, occupy or utilize the easement area conveyed hereby for the utility lines.

The Grantee agrees to maintain and protect at its own expense it's electric or water lines, drains, sanitary sewers, pipelines, or appurtenances and equipment within the easement area. Should a change in airport operations or standards require the upgrade or additional protection of the utility and equipment, the cost shall be paid by the Grantee.

The Grantee agrees to pay for any increased cost of maintaining and operating the utility lines resulting from the relocation of such lines, and shall perform all necessary maintenance at its own expense in accordance with specifications approved by the Grantor and Grantee.

The Grantee agrees to save and keep Grantor and the State of Michigan harmless from and indemnify it against any penalty, damage or charges imposed for any violation of any laws or ordinances, and at all times to protect, indemnify and save Grantor and the State of Michigan harmless of and from any loss, cost, damage or expense, including attorney's fees, arising out of or from any accident or any other occurrence on or about the premises above described, causing injury to any person or property, arising by reason of construction, operation and maintenance, and use of this easement. Grantor reserves the right of full use of said premises subject to rights granted.

Exempt from Michigan Real Estate Transfer Tax under 1966 Public Act 134, Section (5)(h)(l), as amended. MCLA 207.505 (h)(i).

Exempt from Michigan Real Estate Transfer Tax under 1993 Public Act 330, Section (6)(h)(i), as amended. MCLA 207.526 (h)(i).

Grantor has executed this easement this _____ day of_____ 2009.

COUNTY OF OTSEGO

A Michigan Municipal Corporation

(Signed) _____
By:
Its: Chairman

ACKNOWLEDGEMENTS

STATE OF MICHIGAN )
) SS.
COUNTY OF OTSEGO )

On this _____ day of _____, 2009, before me a Notary Public in and for said county, personally appeared _____, Chairman of the County of Otsego, a Michigan Municipal Corporation, to me known to be the person(s) described in and who executed the within instrument and who duly acknowledged the same to be the free act and deed of the corporation and its Board of Commissioners.

_____

Notary Public, _____

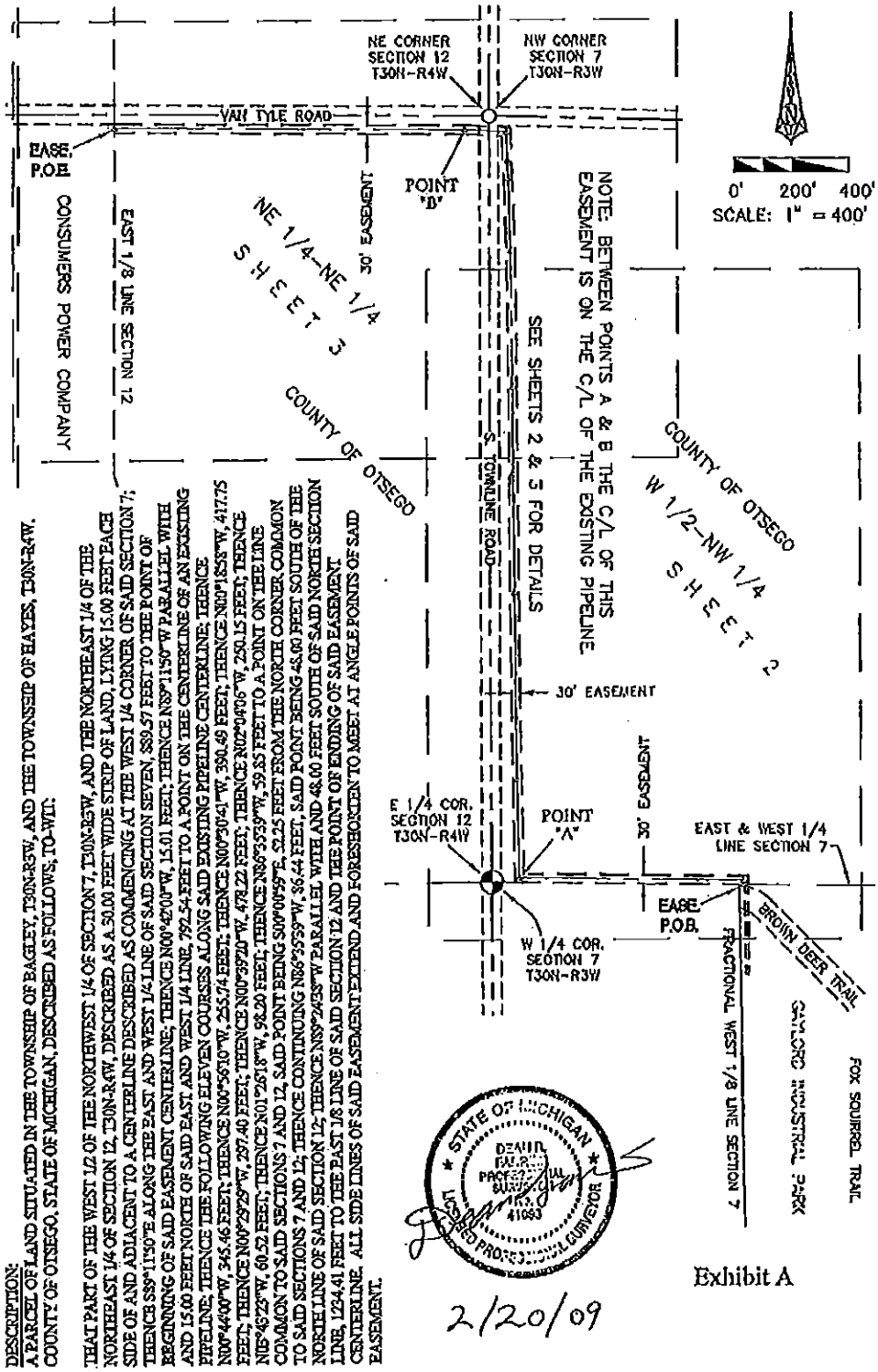
State of Michigan, _____County

Acting in _____County

My Commission expires: _____

Drafted by and return to:
**Brian E. Valice, Esq. (P43735)**
Wolverine Power Supply Cooperative, Inc.
10125 W. Watergate Road, P0 Box 229
Cadillac, MI 49601-0229
(231) 775-5700

# PIPELINE EASEMENT – INDEX SHEET



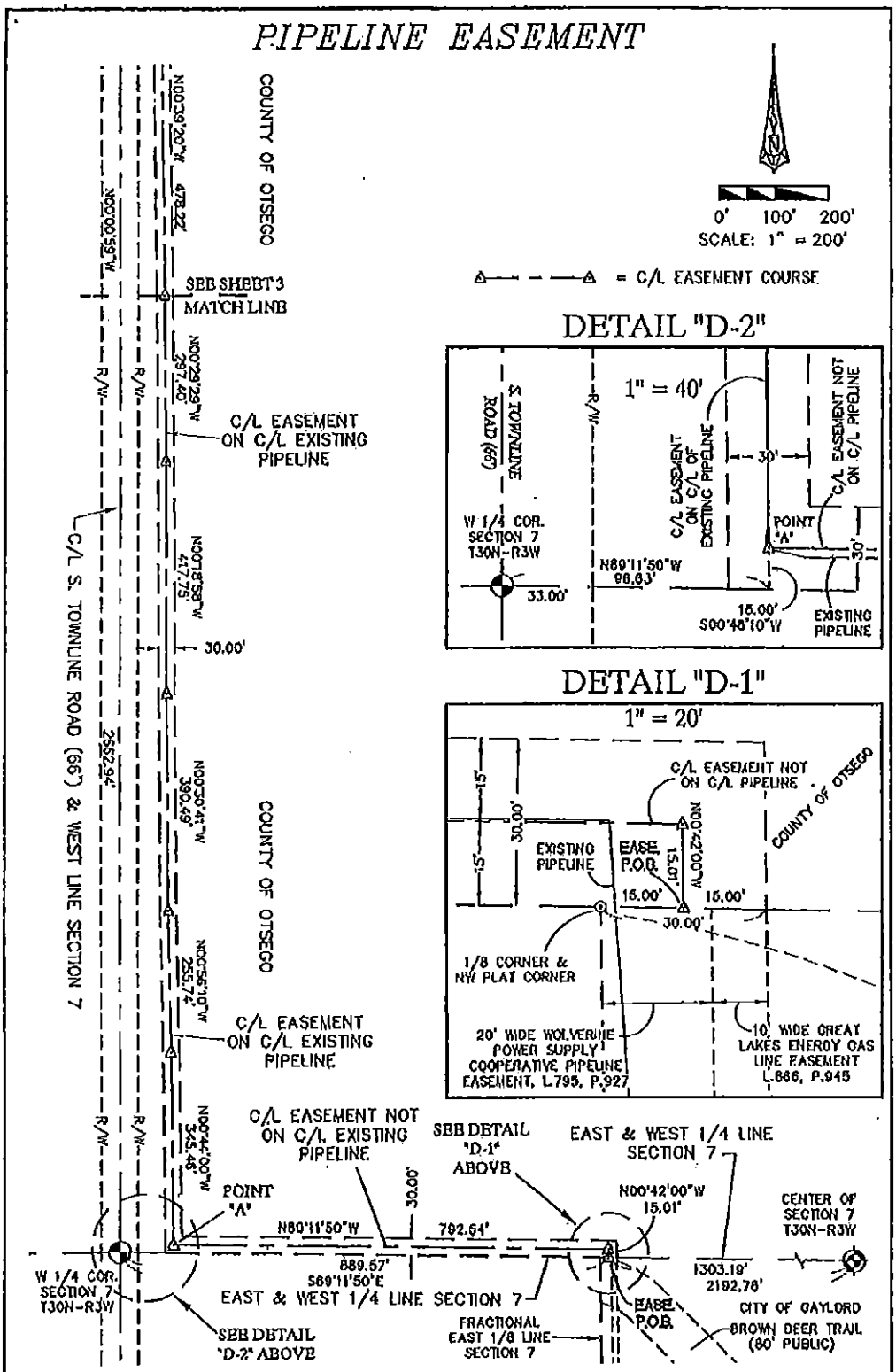

DESCRIPTION:
A PARCEL OF LAND SITUATED IN THE TOWNSHIP OF BAGLEY, T30N-R3W, AND THE TOWNSHIP OF HAYES, T30N-R4W, COUNTY OF OTSEGO, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS, TO-WIT:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, T30N-R3W, AND THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, T30N-R4W, DESCRIBED AS A 30.00 FEET WIDE STRIP OF LAND, LYING 15.00 FEET EACH SIDE OF AND ADJACENT TO A CENTERLINE DESCRIBED AS COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 7; THENCE S89°11'50"E ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION SEVEN, 889.57 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT CENTERLINE; THENCE N00°42'03"W, 15.01 FEET; THENCE N89°11'50"W PARALLEL WITH AND 15.00 FEET NORTH OF SAID EAST AND WEST 1/4 LINE, 792.54 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING PIPELINE; THENCE THE FOLLOWING ELEVEN COURSES ALONG SAID EXISTING PIPELINE CENTERLINE; THENCE N00°44'00"W, 345.46 FEET; THENCE N00°56'10"W, 255.74 FEET; THENCE N00°30'41"W, 390.49 FEET; THENCE N00°18'55"W, 417.75 FEET; THENCE N00°29'29"W, 297.40 FEET; THENCE N00°39'10"W, 478.22 FEET; THENCE N00°04'06"W, 250.15 FEET; THENCE N05°43'25"W, 60.52 FEET; THENCE N01°26'18"W, 98.20 FEET; THENCE N86°39'39"W, 59.85 FEET TO A POINT ON THE LINE COMMON TO SAID SECTIONS 7 AND 12, SAID POINT BEING 30.00 FEET FROM THE NORTH CORNER COMMON TO SAID SECTIONS 7 AND 12; THENCE CONTINUING N86°39'39"W, 36.44 FEET, SAID POINT BEING 48.00 FEET SOUTH OF SAID NORTH SECTION NORTH LINE OF SAID SECTION 12; THENCE N89°24'38"W PARALLEL WITH AND 48.00 FEET SOUTH OF SAID NORTH SECTION LINE, 1234.41 FEET TO THE EAST 1/8 LINE OF SAID SECTION 12 AND THE POINT OF ENDING OF SAID EASEMENT CENTERLINE. ALL SIDE LINES OF SAID EASEMENT EXTEND AND FORESHORTEN TO MEET AT ANGLE POINTS OF SAID EASEMENT.

| | | | |
|---|---|---|---|
| FARRIER SURVEYING INC.<br>P.O. BOX 998<br>244 S.CEDAR STREET<br>KALKASKA, MI 49646<br>TEL(231)258-8162 FAX(231)258-3249<br>office@farriersurveying.com | CLIENT: WOLVERINE POWER COOPERATIVE<br>DESCRIPTION: GAYLORD FRAME V 6" GAS LINE EASEMENT<br>PART OF SECTIONS 1 & 12, T30N-R4W, HAYES TWP. AND SECTION 7, T30N-R3W, BAGLEY TWP., OTSEGO COUNTY, MICHIGAN | DRAWN: DJC<br>CHECK: DRF<br>REVISED: | FILE No. 0209<br>Fd. Bk. 11A Pg.<br>DATE: 2/20/09<br>SHEET: 1 of 3 |

S:\Cadworkstation\Land Projects 08\1-2009\0209 Advantage Eng\dwg\0209 Wolverine Pipeline.dwg 2/20/2009 2:24:14 PM EST

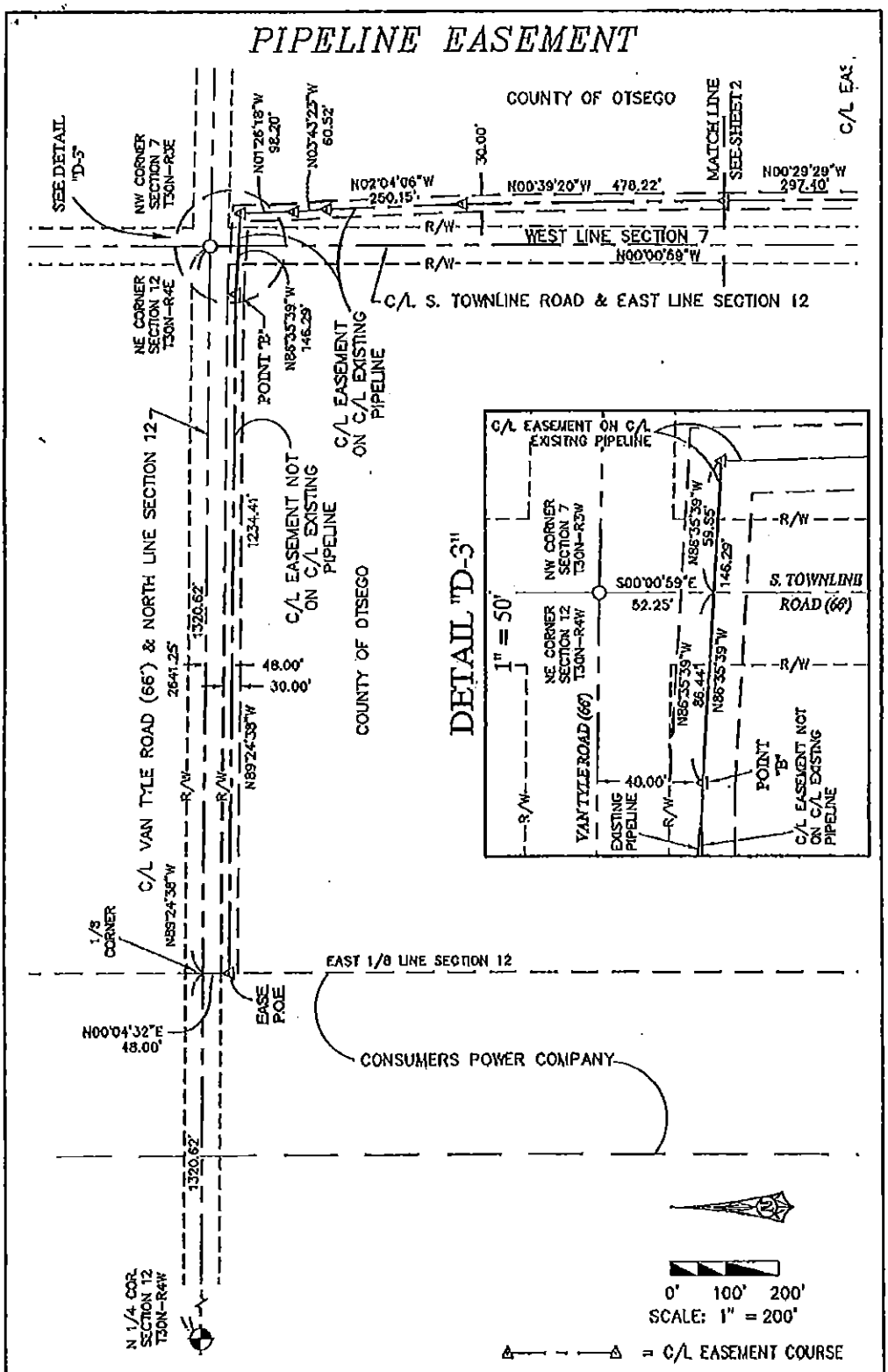
# PIPELINE EASEMENT




| | | | |
|---|---|---|---|
| FARRIER SURVEYING INC. P.O. BOX 998 244 S.CEDAR STREET KALKASKA, MI 49646 TEL(231)258-8162 FAX(231)258-3249 office@farriersurveying.com | CLIENT WOLVERINE POWER COOPERATIVE | DRAWN: DJC | FILE No. 0209 |
| | DESCRIPTION GAYLORD FRAME V 6" GAS LINE EASEMENT PART OF SECTIONS 1 & 12, T30N-R4W, HAYES TWP. AND SECTION 7, T30N-R3W, BAGLEY TWP., OTSEGO COUNTY, MICHIGAN | CHECK: DRF | Fd. Bk. NA Pg. |
| | | REVISED: | DATE: 2/20/09 |
| | | | SHEET: 2 of 3 |

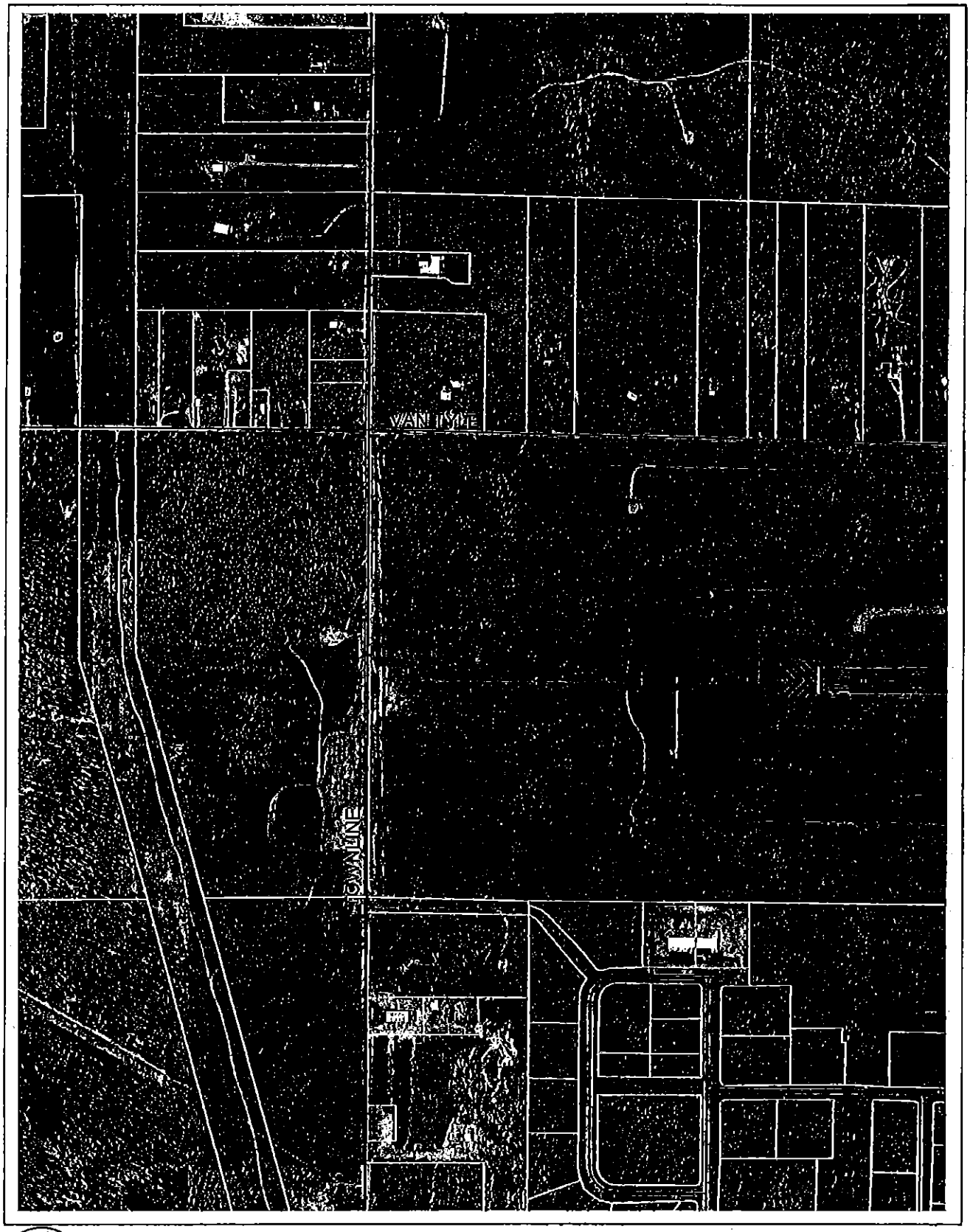
S:\Codworkstation\Land Projects 08\1-2009\0209 Advantage Eng\dwg\0209 Wolverine Pipeline.dwg 2/20/2009 3:06:08 PM EST

# PIPELINE EASEMENT




| | | | |
|---|---|---|---|
| FARRIER SURVEYING INC.<br>P.O. BOX 998<br>244 S.CEDAR STREET<br>KALKASKA, MI 49646<br>TEL(231)258-8162 FAX(231)258-3249<br>office@farriersurvey.com | CLIENT WOLVERINE POWER COOPERATIVE | DRAWN: DJC | FILE No. 0209 |
| | DESCRIPTION GAYLORD FRAME V 8" GAS LINE EASEMENT<br>PART OF SECTIONS 1 & 12, T30N-R4W, HAYES TWP.<br>AND SECTION 7, T30N-R3W, BAGLEY TWP.,<br>OTSEGO COUNTY, MICHIGAN | CHECK: DRF | Fd. Bk. NA Pg. |
| | | REVISED: | DATE: 2/20/09 |
| | | | SHEET: 3 of 3 |

S:\Cadworkstation\Land Projects 08\1-2009\0209 Advantage Eng\dwg\0209 Wolverine Pipeline.dwg 2/20/2009 2:48:21 PM EST




Wolverine Proposed Easement

Scale: 1" = 700'

# OTSEGO COUNTY
# BUDGET AMENDMENT

## FUND/DEPARTMENT: Airport/General 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:** X General X Special Revenue ☐ Debt Service ☐ Capital Project ☐ Business-Type (Enterprise or Internal Svc)

**REVENUE**

| Account Number | | | Decrease | Increase |
|---|---|---|---|---|
| 281-050 | -699.030 | -Transfers In | $ | $51,000 |
| 281-305 | -642.020 | -Airplane Fuel Sales | $51,000 | $ |
| - | - | | $ | $ |
| - | - | | $ | $ |
| **Total** | | | $ | $ |

**EXPENDITURE**

| Account Number | | | Increase | Decrease |
|---|---|---|---|---|
| 101-941 | -999.990 | - Contingency | $ | $51,000 |
| 101-966 | -999.000 | - Appropriation-Airport | $51,000 | $ |
| - | - | | $ | $ |
| - | - | | $ | $ |
| - | - | | $ | $ |
| - | - | | $ | $ |
| **Total** | | | $ | $ |

Rachel Frisch — 6/17/09

Department Head Signature — Date

**Finance Department**
Entered:
By:

Administrator's Signature — Date

Board Approval Date (if necessary) — Budget Adjustment # — Posting Number

OCF-3 (10/14/05)

# OTSEGO COUNTY
# BUDGET AMENDMENT

## FUND/DEPARTMENT: Land Use Svcs/General 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:** X General X Special Revenue ☐ Debt Service ☐ Capital Project ☐ Business-Type (Enterprise or Internal Svc)

**REVENUE** Document Scanning Project for Land Use Services

| Account Number | Decrease | Increase |
|---|---|---|
| 249-050 -699.030 -Transfers In | $ | $30,000 |
| - - | $ | $ |
| - - | $ | $ |
| - - | $ | $ |
| Total | $ | $ |

**EXPENDITURE**

| Account Number | Increase | Decrease |
|---|---|---|
| 101-941 -999.990 - Contingency | $ | $30,000 |
| 101-969 -999.000 - Transfer to Ld Use Svc | $30,000 | $ |
| - - | $ | $ |
| 249-371 -940.010 -Outside Contracted Svc | $30,000 | $ |
| - - | $ | $ |
| - - | $ | $ |
| Total | $ | $ |

Rachel Frisch — Department Head Signature

6/17/09 — Date

Finance Department
Entered:
By:

Administrator's Signature — Date

Board Approval Date (If necessary) — Budget Adjustment # — Posting Number

OCF-3 (10/14/05)

# OTSEGO COUNTY
# BUDGET AMENDMENT

## FUND/DEPARTMENT: Administration/General 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:** X General  Special Revenue  ☐ Debt Service  ☐ Capital Project  X Business-Type (Enterprise or Internal Svc)

**REVENUE** Document Scanning Project for Land Use Services

| Account Number | Decrease | Increase |
|---|---|---|
| 645-125 -626.075 -Admin Svcs | $ | $2,500 |
| - - | $ | $ |
| - - | $ | $ |
| - - | $ | $ |
| Total | $ | $ |

**EXPENDITURE**

| Account Number | Increase | Decrease |
|---|---|---|
| 101-941 -999.990 - Contingency | $ | $2,500 |
| 101-201 -940.000 - Inside Purchased Svcs | $2,500 | $ |
| - - | $ | $ |
| 645-201 -940.010 -Outside Contracted Svc | $2,500 | $ |
| - - | $ | $ |
| - - | $ | $ |
| Total | $ | $ |

Rachel Frisch — Department Head Signature

6/17/09 — Date

Finance Department
Entered:
By:

Administrator's Signature — Date

Board Approval Date (If necessary) — Budget Adjustment # — Posting Number

OCF-3 (10/14/05)