

July 22, 2008

The Regular meeting of the Otsego County Board of Commissioners was held at the Bagley Township Hall, 2946 Old 27 South, Gaylord. The meeting was called to order at 7:00 p.m. by Vice-Chairman Liss. Invocation by Commissioner Bates, followed by the Pledge of Allegiance led by Commissioner Beachnau.

Roll call:

Present: Backenstose, Bates, Beachnau, Liss, Olsen, Johnson, Bentz.

Excused: Glasser, Hyde.

The Regular meeting minutes of July 8, 2008 with attachments were approved as corrected. The minutes were corrected to read, Invocation by Commissioner Bates, followed by the Pledge of Allegiance led by Commissioner Backenstose.

Administrator's Report:

John Burt reported John Ernst looking at the wood work at the County Building; Parking at the Courts.

Rachel Frisch reviewed the June Financial reports.

Special Presentation:

The Country Buddies 4-H Club addressed the Board.

New Business:

Motion by Commissioner Beachnau, to approve Warrant B2008-29 in the amount of \$96,317.72 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Bentz, to approve Warrant B2008-30 in the amount of \$168,331.91 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Bates, to adopt OCR-08-21, accepting the DNR Waterways Grant as presented.

Roll Call Vote:

Ayes: Backenstose, Bates, Beachnau, Liss, Olsen, Johnson, Bentz.

Nays: None.

Excused: Glasser, Hyde.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Johnson, to place Keri Swantek, the Community Center Monitor/Park Ranger, at a Step 4 on the pay scale immediately, and to receive the next regular step increase on her anniversary date of September 26, 2008. Ayes: Unanimous. Motion carried.

Motion by Commissioner Backenstose, to approve the Administration/Contingency Fund FY 2008 Budget Amendment as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Olsen, to approve the SANE/Contingency Fund FY 2008 Budget

Amendment as presented. Ayes: Backenstose, Bates, Beachnau, Liss, Olsen, Johnson. Nays: Bentz. Excused: Glasser, Hyde. Motion carried. (see attached)

Motion by Commissioner Beachnau, to appoint Wally McCoy to the Airport Advisory Committee in replacement of Bill Rutherford with the term ending on December 31, 2008. Ayes: Unanimous. Motion carried.

Motion by Commissioner Olsen, to appoint Sharon Weber to the Library Board of Trustees for a 5 year term ending August 31, 2013. A motion to amend above motion by Olsen, to appoint Sharon Weber to the Library Board of Trustees for a 1 year term ending August 31, 2009. Vote on amended motion-Unanimous. Motion carried.

Motion by Commissioner Backenstose, to adopt Resolution OCR-08-22 honoring Chris Knight.

Roll Call Vote:

Ayes: Backenstose, Bates, Beachnau, Liss, Olsen, Johnson, Bentz.

Nays: None.

Excused: Glasser, Hyde.

Motion carried/Resolution adopted. (see attached)

Public Comment:

Maureen Derenzy received Library applications.

Board Remarks:

Commissioner Backenstose: Attended foreclosure sale.  
Otsego Lake Township meeting.

Commissioner Olsen: Reported on Joe Edwartowski.  
Thanked the 4-H club members.

Commissioner Johnson: Parks and Recreation.

Commissioner Bates: City-Council meeting.

Commissioner Liss: Fuel spill.

Meeting adjourned at 7:35 p.m at the call of the Vice-Chair.

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Paul L. Liss, Vice-Chairman

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Susan I. DeFeyter, County Clerk

RESOLUTION 08-21

Upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_ the following Resolution was adopted:

"RESOLVED, that the County of Otsego, Michigan, accepts the terms of the Agreement as received from the Michigan Department of Natural Resources and that the County agrees, but not by way of limitation, as follows:

1. To appropriate the sum of Forty-nine Thousand Four Hundred Forty-five dollars and forty cents (\$49,445.40) to match the One Hundred Forty-three Thousand Five Hundred Sixty-seven dollars (\$143,567) State grant authorized by the Department.

2. To maintain satisfactory financial accounts, documents, and records, and to make them available to the Department for auditing at reasonable times.

3. To construct the facilities and provide the funds, services, and materials as may be necessary to satisfy the terms of the Agreement.

4. To ensure that all premises, buildings, and equipment related procedures comply with all applicable State and federal regulations. Otsego County Parks

5. To establish and appoint the and Recreation Commission to regulate the use of the facilities constructed under this Agreement to assure the use thereof by the public on equal and reasonable terms.

6. To enforce all State statutes and local ordinances pertaining to marine safety and to enforce statutes of the State of Michigan within the confines of the County pertaining to the licensing of watercraft. Watercraft not fully complying with the laws of the State of Michigan relative to licensing shall not be permitted to use the facility until full compliance with those laws has been made.

7. To comply with all terms of the Agreement, including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: \_\_\_\_\_

The following nay votes were recorded: \_\_\_\_\_

STATE OF MICHIGAN )  
                                  )  
COUNTY OF OTSEGO )

I, \_\_\_\_\_, Clerk of the County of Otsego, Michigan, certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which was adopted by the County Board at a meeting held \_\_\_\_\_, 2008.

Dated: \_\_\_\_\_

\_\_\_\_\_  
County Clerk

## WATERWAYS GRANT AGREEMENT

### Boating Access Site Construction

**THIS WATERWAYS GRANT AGREEMENT** (the "Agreement") is made as of \_\_\_\_\_, 2008, between the COUNTY OF OTSEGO, MICHIGAN (the "County") and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, a principal department of the State of Michigan (the "Department").

**WHEREAS**, the County is an important center of recreational boating activity and serves as a refuge point for shallow-draft recreational vessels;

**WHEREAS**, the County has asked that the Department assist the County in the reconstruction of the launch ramp and skid pier, dredging, parking lot paving, storm water control features, engineering, and permitting at the Otsego Lake County Park Boating Access Site (the facilities);

**WHEREAS**, the County and Department jointly participated in the engineering study for the preparation of plans and specifications for the facilities; and

**WHEREAS**, the Department is willing to assist the County to construct the facilities, which are estimated to cost One Hundred Ninety-three Thousand Twelve dollars and forty cents (\$193,012.40), including the project management fee, with the Department agreeing to pay 74% of the estimated cost, and is not to exceed One Hundred Forty-three Thousand Five Hundred Sixty-seven dollars (\$143,567).

**NOW, THEREFORE**, in consideration of the Agreement's mutual promises and undertakings, the parties agree as follows:

1. The Department shall:

(a) grant to the County a sum of money equal to 74% of the cost of construction of the facilities called for by the plans and specifications, including final engineering costs, and project management fee, but not to exceed One Hundred Forty-three Thousand Five Hundred Sixty-seven dollars (\$143,567). The final reimbursement amount to the County, minus the project management fee, will be One Hundred Forty Thousand Seven Hundred Fourteen dollars and sixty cents (\$140,714.60). The words "plans and specifications" shall mean the plans and specifications developed for the County for the facilities prepared by a consulting firm duly licensed to perform professional services within the State of Michigan (the "State").

- (b) release State funds as reimbursement according to the following:

Acceptance by the County of this Agreement, written Department approval of final plans and specifications (bidding documents), receipt of all necessary permits, award of contract to a competent contractor (licensed in the State of Michigan) to accomplish the work called for by the plans and specifications following bidding procedures acceptable to the Department and County, and receipt of payment reimbursement requests.

The final ten (10) percent shall be paid upon completion of work and receipt of progress payment requests from the contractor that are approved for payment by the designated project manager. The final ten (10) percent of State funds shall be paid upon completion of the project and 60 days after receipt of project cost documentation to the Department by the County or completion of an audit of the expenditures for the facilities by the Department, whichever occurs first.

(c) make the resources of the Department and the experience gained by the Department operating similar boating projects available to the County.

(d) provide for the routine inspection of the facilities, including all equipment and buildings.

2. The County shall:

(a) immediately appropriate the sum of Forty-nine thousand Four Hundred Forty-five dollars and forty cents (\$49,445.40) for the project, including the project maintenance fee, which represents 26% of the total cost of the project work called for by this Agreement. Any additional funds needed to complete this work, called for in this Agreement, shall be provided by the County.

(b) construct the facilities to the satisfaction of the Department, and to provide the funds, services, and materials necessary to satisfy this Agreement. There shall be no deviation from the plans and specifications without the express written consent of Chief of the Parks and Recreation Division. Proceeding with unauthorized changes shall result in excluding the work from State fund eligibility. Upon completion of the project, a final set of "as built" plans shall be submitted to the Department on a CD in an appropriate format.

(c) use all funds granted by the Department to this Agreement solely for the conduct and completion of the project work within three (3) years from the date of this

Agreement. The County shall maintain satisfactory financial accounts, documents and records and shall make them available to the Department for auditing at reasonable times. The County shall retain all accounts, documents, and records for the facilities for not less than three (3) years following completion of construction.

(d) permit Department review and approval of all professional services agreements, project contracts, bidding documents, specifications and final engineering drawing plans before being sent out to bid. The Department must approve all change orders before being initiated. The Department shall have a representative on the selection panel for all contracts. All contracts shall have the Department listed as co-owner.

(e) ensure that all premises, buildings, and equipment-related procedures comply with all applicable State and Federal regulations for employee and public safety and with all applicable construction codes. All facilities shall comply with the barrier free design requirements of the Utilization of Public Facilities by Physically Handicapped Act, MCL 125.1351 *et seq.* The County shall submit a written report to the Department annually in which any safety issues, identified through inspections, are listed and compliance procedures are outlined. If the Department determines the County has failed to correct any safety issues, the Department will have the necessary work completed and the County shall pay 105% of the cost of the work.

(f) construct the facilities authorized under this Agreement, and the land and water access ways to those facilities, only in accordance with the plans and specifications approved by the Department.

3. After the facilities are constructed, the County shall:

(a) establish or assign a competent and proper agency of the County to operate the facilities, to regulate the use of the facilities, and to provide for maintenance for the facilities to the satisfaction of the Department.

(b) provide to the Department for approval, a complete tariff schedule containing all charges to be assessed against watercraft utilizing the facilities and to provide any amendment to the schedule to the Department for approval before becoming effective. Any fee schedule adopted by the County shall provide for sufficient income to defray operating and maintenance expenses of the project exclusive of depreciation. The County shall not impose fees for the use of the facilities unless they have been specifically approved by the Department in writing. Any net revenues accruing from the operation of the facilities shall be separately accounted for and reserved in a restricted fund by the County for the future maintenance or

expansion of the facility or, with the Department's approval, for the construction of other recreational boating facilities. The County shall request, no more than once annually, approval to vary from fee rates set by the Michigan State Waterways Commission.

(c) enforce all State statutes and local ordinances pertaining to marine safety, licensing of watercraft, and the dispensing of marine fuel within the County.

(d) furnish the Department, upon request, detailed statements covering the annual operation of the facilities, including boat traffic, income, and expenses for the 12 months ending December 31 of each year.

(e) hold the State of Michigan and the Department harmless from damages or any suits brought against the County due to construction, maintenance or operation of the facilities.

(f) maintain throughout the life of this Agreement suitable signs for both land and water approaches designating this project as having been constructed by the County and the Department. The size, color, and design of these signs shall be approved by the Department before being constructed.

(g) adopt the ordinances or resolutions as required to effectuate this Agreement. The County shall forward certified copies of all the ordinances and resolutions to the Department before their effective date.

4. The Department shall co-administer all contracts and project management with the County. The County shall comply with all State statutes applicable to the facilities, including wage rates.

5. The County must submit all reports, documents, or actions required by this Agreement to the Chief, Parks and Recreation Division, Department of Natural Resources, Mason Building, Third Floor, P.O. Box 30257, Lansing, Michigan 48909. The County must submit invoices for reimbursement within ninety (90) days of invoice date.

6. Nothing in this Agreement shall be in any way construed to impose any obligation of whatsoever nature, financial or otherwise, upon the Department for the operation or maintenance of any recreational boating facilities.

7. All of the facilities constructed pursuant to this Agreement, or pursuant to any amendments or extensions of this Agreement, shall be reserved in perpetuity by the County for

the exclusive use and/or rental, on a daily basis, by the operations of transient recreational watercraft, unless otherwise authorized in writing by the Department.

8. Commercial operations of any type shall not be permitted to regularly use any of the facilities or to be located on the facilities without the prior written approval of both the County and the Department.

9. The facilities and the land and water access ways to the facilities shall be open to the public at all times on equal and reasonable terms, and that no individual shall be denied access to, or the use of, the facilities on the basis of race, color, religion, national origin, or ancestry contrary to the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.* or the Persons with Disabilities Civil Rights Act 1976 PA 220, MCL 37.1101 *et seq.*, and any violation of this requirement shall be a material breach of contract, subject to penalties as provided in this Agreement.

In connection with this Agreement, the County shall:

(1) comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The County agrees to include this covenant, not to discriminate in employment, in every subcontract entered into for the performance of this real estate contract. A breach of this covenant is a material breach of this Agreement.

(2) send, or its collective bargaining representative shall send, to each labor union representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative its commitments under this Agreement.

10. The County represents that it possesses good and clear title to all lands involved in this project, and that it will defend any suit brought against either party which involves title,

ownership, or specific rights, including appurtenant riparian rights of any lands connected with or affected by this project.

11. The facilities constructed under this Agreement shall not be wholly or partially conveyed, either in fee or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the title, ownership, or right of maintenance or control by the County without the Department's prior written approval.

12. Any failure by the County to abide by any of the conditions, promises, or undertakings contained in this Agreement shall constitute a material breach of this Agreement. A material breach of this Agreement could result in an "ineligibility" status with all Department-administered grant programs until the breach is corrected. Further, a material breach of this Agreement by the County shall entitle the Department to the following options:

(a) To purchase the facilities and the right of access over County property to the facilities at the existing value of the facilities, less any financial contribution made by the Department. The value of the facilities shall be determined by three competent appraisers; one to be selected by the County, one to be selected by the Department, and the third to be selected by the first two appraisers. The Department and the County shall equally share the total fees of these appraisers, including expenses. The appraisal shall be limited to the value of the facilities for the construction, repair, or rehabilitation in which the facilities are located. No value shall be assigned to the right of access to the facilities over County property. The Department shall have ninety (90) days from the date of receipt of the appraisals within which to exercise its option. If the Department does not exercise the option within that period, the County shall pay to the Department a sum equal to the total financial contribution made by the Department towards the construction or maintenance of the facilities.

(b) To accept from the County a sum equal to the total financial contribution made by the Department for the construction or maintenance of the facilities.

13. This Agreement shall not be effective until the Michigan Legislature appropriates the State funds for the facilities and the State Administrative Board approves their release.

14. The Department's rights under this Agreement shall continue in perpetuity.

15. Failure of either party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.

16. This Agreement represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.

17. No amendment to the Agreement shall be binding upon the parties unless it is in writing and signed by a duly authorized representative of both parties.

**IN WITNESS WHEREOF**, the parties execute this Agreement by the signatures of their duly authorized representatives.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**COUNTY OF OTSEGO**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**MICHIGAN DEPARTMENT OF  
NATURAL RESOURCES**

By: \_\_\_\_\_  
Ronald A. Olson, Chief  
Parks and Recreation Division



## OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: Administrative Svcs.

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 Econ. Dev. Conference for Administrator

Account Number	Decrease	Increase
645.030 - 676.010 - Admin Svcs	\$	\$ 850
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
645.172 - 704.400 - Admin-training	\$ 850	\$
101.941 - 999.010 - Contingency	\$	\$ 850
101.172 - 940.000 - Admin. Svcs.	\$ 850	\$
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
<b>Total</b>	\$ 1,700	\$ 1,700

Department Head Signature \_\_\_\_\_ Date 7-16-08

Administrator's Signature \_\_\_\_\_ Date \_\_\_\_\_

<b>Finance Department</b>
Entered:
By:

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



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**FUND/DEPARTMENT:** General Fund / SANE

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**                      Contribution to SANE - 2008

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
<u>101-305 - 940.010 - Contracted Svc</u>	\$ <u>5,000</u>	\$
<u>101-941 - 999.010 - Contingency</u>	\$	\$ <u>5,000</u>
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$ <u>5,000</u>	\$ <u>5,000</u>

Rachel Frisch  
Department Head Signature

7-16-08  
Date

<b>Finance Department</b>	
Entered:	
By:	

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approval Date (if necessary)

\_\_\_\_\_  
Budget Adjustment #

\_\_\_\_\_  
Posting Number

**RESOLUTION NO. OCR 08-22**  
**Resolution of Recognition for Christopher Knight**

Otsego County Board of Commissioners  
July 22, 2008

**WHEREAS**, Christopher Knight began maintaining Otsego County's website in March of 2005; and

**WHEREAS**, Christopher spent many hours towards the maintenance and updates to the County website; and

**WHEREAS**, Christopher always provided prompt service to the County; and

**WHEREAS**, Otsego County wishes to thank Christopher for his dedication and service over the past three years; now, therefore be it

**RESOLVED**, that the Otsego County Board of Commissioners, hereby officially acknowledges the commitment that Christopher Knight has provided to our County and its website, and wish him well in his future endeavors.

**THE RESOLUTION WAS DECLARED ADOPTED.**

\_\_\_\_\_  
Paul Liss, Vice-Chairman

\_\_\_\_\_  
Susan I. DeFeyter, County Clerk