August 27, 2019

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 Ken Glasser, followed by the Pledge of Allegiance led by Ken Bradstreet.

Roll Call:
Present: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton.
Absent: Bruce Brown.

Commissioner Henry Mason requests item C, appointment of Jack Marlette to the Planning Commission be removed and placed under new business as item C.

Consent Agenda:

Motion by Commissioner Doug Johnson, seconded by Commissioner Paul Liss, to approve the Regular minutes of August 13, 2019 with attachments. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, seconded by Commissioner Paul Liss, to approve the appointment of Sharon Weber to the Otsego County Library Board of Trustees with a term to expire 08/31/2024. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, seconded by Commissioner Paul Liss, to approve the Electronic Communications/Internet Policy Update. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Doug Johnson, seconded by Commissioner Paul Liss, to approve the Drug Free Work Environment Policy update. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Doug Johnson, seconded by Commissioner Paul Liss, to approve the NEMCSA letter of support. Ayes: Unanimous. Motion carried. (see attached)

Special Presentations:
Lisa McComb, Executive director, Otsego County Economic Alliance report is postponed.

Committee Reports:
Motion by Commissioner Ken Glasser, seconded by Commissioner Paul Liss, to expand the window replacement project of the downtown County Building to add cedar trim around 26 windows at a total cost of $7,800. Ayes: Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton. Nays: Julie Powers, Henry Mason. Absent: Bruce Brown. Motion carried. (see attached)

Commissioner Bruce Brown arrived at 9:38 a.m.

Motion by Commissioner Ken Glasser, seconded by Commissioner Julie Powers, to enter into a contract for professional services with Place and Main Advisors for a land use study of the former Royal Crest Motel property at a cost of $8,500 to be paid from the Tax Foreclosure Fund. Ayes: Julie Powers, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown. Nays: Henry Mason. Motion carried.

Motion by Commissioner Ken Glasser, seconded by Commissioner Julie Powers, to enter into a contract for professional services with Byce and Associates to perform a public safety complex/jail study in the amount of $34,000 and the associated budget amendment. Ayes: Julie Powers, Paul Liss, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown. Nays: Henry Mason, Duane Switalski. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Henry Mason, to approve the Easement between Johnson Oil Company and Otsego County. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito, to approve the budget amendment to use $5,000 from Soldiers Relief Fund fund balance to provide additional assistance to Veterans. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Doug Johnson, to approve a budget amendment to transfer funds to maximize our grant funding by purchasing needed computer equipment for our Veterans Affairs program. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Paul Liss, seconded by Commissioner Doug Johnson, to approve the re-zone request in Corwith Township from the Industrial District to Forestry Recreational District. Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:
Rachel Frisch thanked the Board for approved our electronic communications/internet policy; meeting with Empiric Solutions and economic alliance regarding connectivity for residents; Groen entrance finished, ribbon cutting October 8th or 9th; NAI Company contacted the County regarding planting, weeding the roundabout; State of the Community Breakfast 9-18-19; ribbon cutting ceremony for the Ironbelle Train is changed from 9-27-19 to 9-26-19 at 4:00 p.m.

Department Head Reports:
Jim Mouch reported on the Land Use and Building Department.

City Liaison, Township & Village Representative:
Michelle Noirot, Bagley Township Supervisor, Thanked Jim Mouch for all of his hard work.

Correspondence:
Commissioner Ken Glasser received a letter from the DNR.

New Business:
Motion by Commissioner Henry Mason, seconded by Commissioner Duane Switalski, to approve the August 20, 2019 Warrant in the amount of $310,351.04. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, seconded by Commissioner Rob Pallarito, to approve the August 27, 2019 Warrant in the amount of $744,946.70. Ayes: Unanimous. Motion carried.

Motion by Commissioner Duane Switalski, seconded by Commissioner Ken Glasser, to appoint Jack Marlette to the Otsego County Planning Commission with a term to expire 12-31-2020. Ayes: Julie Powers, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown. Nays: Henry Mason. Motion carried.

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Duane Switalski thanked Rachel Frisch for the information regarding Charlton Township; Received a complaint regarding the dog park.

Commissioner Julie Powers liked the changes at the County Park; County bus pickups.

Commissioner Henry Mason attended the Livingston Township meeting; attended fair board meeting, a possible Christmas drive through lightening.

Commissioner Rob Pallarito attended the Otsego Lake Township meeting.

Commissioner Ken Glasser attended the library meeting; attended the Road Commission, projects being completed; attended Camp Grayling Community Council meeting, AuSable river race was discussed.

Commissioner Bruce Brown had no report.
Commissioner Paul Liss had no report.
Commissioner Doug Johnson had no report.
Commissioner Ken Borton attended the annual MAC Conference.

Meeting adjourned at 10:48 a.m.

_____

Kenneth C. Borton, Chairman

_____

Susan I. DeFeyter, Otsego County Clerk

Electronic Communications / Internet Policy

Otsego County recognizes that use of the Internet and e-mail is necessary in the workplace, and employees are encouraged to use the Internet and e-mail systems responsibly, as inappropriate use of technology can place Otsego County and others at risk. This policy outlines the guidelines for acceptable use of Otsego County's technology systems.

Scope

This policy must be followed in conjunction with any/all Otsego County policies governing appropriate workplace conduct and behavior. Any employee who abuses the company-provided access to e-mail, the Internet, or other electronic communications or networks, including social media, may be denied future access and, if appropriate, be subject to disciplinary action up to and including termination. Otsego County complies with all applicable federal, state and local laws as they concern the employer/employee relationship, and nothing contained herein should be misconstrued to violate any of the rights or responsibilities contained in such laws.

Questions regarding the appropriate use of Otsego County's electronic communications equipment or systems, including e-mail and the Internet, should be directed to your supervisor or County Administration.

Policy

Otsego County has established the following guidelines for employee use of the company's technology and communications networks, including the Internet and e-mail, in an appropriate, ethical and professional manner.

Confidentiality and Monitoring

All technology provided by Otsego County, including computer systems, communication networks, company-related work records and other information stored electronically, is the property of Otsego and not the employee. Use of the company's technology systems and electronic communications should be job-related and not for personal convenience. Otsego County reserves the right to examine, monitor, audit, intercept, access and disclose e-mail and other electronic communications, directories, files and all other content, including Internet use, transmitted by or stored in its technology systems, whether onsite or offsite with or without notice to an employee. Access by the employer may occur at any time during or after work hours.

An employee's use of a password or code will not restrict the right to access electronic communications by the County.

All employees are notified that any communication or information placed in the County's system is not private and is subject to interception and/or receipt by any other employee of the County and the County's administration. All employees are also notified that any violations of the Electronic Communications Policy of the County may subject the employee to disciplinary action, up to and including discharge from employment. Further, in the event of a violation of this policy by any employee, access to either E-mail or the Internet may be restricted by Administration.

Internal and external e-mail, voice mail, text messages and other electronic communications are considered business records and may be subject to the Freedom of Information Act (FOIA) and/or discovery in the event of litigation. Employees must be aware of this possibility when communicating electronically within and outside the company.

Appropriate Use

Otsego County employees are expected to use technology responsibly and productively as necessary for their jobs. Internet access and e-mail use is for job-related activities. Employees may not use Otsego County's Internet, e-mail or other electronic communications to transmit, retrieve or store any communications or other content of a defamatory, discriminatory, harassing or pornographic nature. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference may be transmitted. Harassment of any kind is prohibited.

Disparaging, abusive, profane or offensive language and any illegal activities—including piracy, cracking, extortion, blackmail, copyright infringement and unauthorized access to any computers on the Internet or e-mail—are forbidden.

Employees are prohibited from downloading software or other program files or online services from the Internet without prior approval from the IT department. All files or software opened including those received via email, downloaded from websites, or brought to the network via portable media (e.g. CD, Thumb drives, portable hard drives) should be through checked with the County's virus-protection programs prior to use. Even if the virus-protection reports a file as clean, caution should always be exercised with any file you did not expect to receive. Failure to detect viruses could result in corruption or damage to files or unauthorized entry into company systems and networks. Employees should only open emails from sources that they have verified. Opening emails with attachments from unknown and rogue sources puts the County's electronic systems at risk and will not be tolerated.

Every employee of Otsego County is responsible for the content of all text, audio, video or image files that he or she places or sends over the company's Internet and e-mail systems. No e-mail or other electronic communications may be sent that

hide the identity of the sender or represent the sender as someone else. Otsego County's identity is attached to all outgoing e-mail communications, which should reflect the County's values and appropriate workplace language and conduct.

Social Media

Access to social media networks/sites for personal accounts from within Otsego County's IT infrastructure, and during County employee work hours, is strictly prohibited. Such sites include, but are not limited to, Facebook, Instagram, Snapchat, and Twitter. LinkedIn is not covered by this policy.

The County Administrator, or her designee, is responsible for approving and creating rules for any official social media accounts related to the County or its departments.

Training

All employees will be required to complete mandatory training on appropriate use of our electronic systems. Training will take place upon hire and at required time intervals as determined by County Administration.

The County reserves the right to change or amend its Electronic Communications Policy at any time with or without notice.

The following employee, by his/her signature, indicates that the Electronic Communications Policy was read and understood. The employee acknowledges receipt of this notice.

Signed: _____ Dated: _____

OTSEGO COUNTY
Board of Commissioners

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

EXECUTIVE SUMMARY

AGENDA ITEM: Otsego County Drug-Free Work Environment Policy Update	AGENDA DATE: August 27, 2019
AGENDA PLACEMENT: Consent Agenda, Item E	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): Trisha Adam, Human Resources Director / Asst County Administrator	ATTORNEY REVIEW: Yes

BACKGROUND/DISCUSSION:

The Otsego County Drug-Free Work Environment Policy updates were reviewed and approved by the Personnel Committee on August 22, 2019.

RECOMMENDATION:

The Personnel Committee requests Board approval of the Otsego County Drug-Free Work Environment policy as presented.

DRUG-FREE WORK ENVIRONMENT

Otsego County is committed to establishing and maintaining a drug-free work environment for the benefit of its employees and the community. "Controlled substances" shall mean any controlled substance as ~~shall mean a controlled substance as found in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C 812) and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15.~~ defined under Federal and/or Michigan law. In order to achieve this goal, Otsego County has adopted the following policy:

The unlawful manufacture, distribution, dispensation, possession or use of illegal drugs, unauthorized prescription drugs, controlled substances including marijuana (cannabis) or alcohol by any employee while in a County facility or on/in County property, while performing assigned duties for the County or if it interferes with an employee's ability to perform their job is prohibited. ~~The term "Controlled substances" shall also mean any controlled substance as defined in Michigan Public Health Code Article No. 7, Part 71-75, MCLA 333.7101 et seq.~~

As a condition of employment, employees shall abide by the terms of this policy and notify the Human Resources Director of any criminal drug statute conviction no later than 5 calendar days after such conviction. The term "conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes. "Criminal drug statute" means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

Any employee who is arrested and charged with violation of any of the above statutes shall also notify the Human Resource Director of the pendency of the charges within five (5) days of the charges. The County reserves the right to take appropriate action if warranted, based upon the pending charges and the underlying factual circumstances.

Within 30 calendar days of receiving notice of a criminal drug statute conviction for a violation ~~occurring in the workplace or otherwise in connection with the assignment of the employee~~, the ~~Personnel Committee~~ County shall take the appropriate personnel action against such an employee, up to and including termination.

The Human Resources Director shall establish a drug-free awareness program to inform employees about (1) the danger of substance abuse in the workplace, (2) the County policy of maintaining a drug-free workplace, (3) any available drug counseling, rehabilitation and employee assistance programs, (4) the penalties that may be imposed upon employees for substance abuse violations and referral for prosecution, and (5) a disciplinary sanction may include the completion of appropriate rehabilitation program and work re-entry program.

The Human Resources Director shall take all steps necessary to ensure that all County employees are aware of and understand the terms of this policy. The Human Resources Director shall ensure the distribution of this policy to all employees. Any employee who requests assistance for controlled substance counseling or work re-entry rehabilitation program shall contact the Human Resources Director.

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

Board of Commissioners
225 West Main Street • Gaylord, Michigan 49735
Phone: 989-731-7520 • Fax: 989-731-7529

August 27, 2019

NEMCSA
2375 Gordon Rd
Alpena, MI 49707

Dear Sue,

On behalf of Otsego County, I am writing to express my support of Northeast Michigan Community Service Agency's (NEMCSA) Head Start/Early Head Start grant proposal to provide high-quality comprehensive services to children and their families in northeast Michigan.

Otsego County has been collaborating with NEMCSA for many years to provide high level services to the citizens of Otsego County. Through our work together we have been able to provide support services such as housing, education and health services to those in need.

As a local unit of government we deeply value NEMCSA's services in our area. NEMCSA's Head Start/Early Head Start program is a cornerstone in the communities it serves.

I have full confidence in NEMCSA's ability to continue to implement the Head Start/Early Head Start program with its qualified, dedicated staff, and strong fiscal and programmatic oversight. NEMCSA's services to young children and families are essential. I strongly support NEMCSA's Head Start/Early Head Start grant proposal and look forward to continued collaboration with the agency.

Sincerely,

Ken Borton
Chairman of Board,
Otsego County Board of Commissioners

OTSEGO COUNTY
BUDGET AMENDMENT

FUND/DEPARTMENT: 499-Capital Projects

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 Window Trim for County Building Restoration

REVENUE

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

EXPENDITURE

Account Number	Increase	Decrease
499-901-970.300-WINDOWS	$ 7,800	$
499-901-970.300-WORKCAMP	$	$ 7,800
	$	$
	$	$
	$	$
	$	$
Total	$ 7,800	$ 7,800

Department Head Signature **Date**

Administrator's Signature **Date**

Finance Department
Entered:
By:

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

OTSEGO COUNTY
BUDGET AMENDMENT

FUND/DEPARTMENT: 498-Facilities Planning & 516-Delq. Tax

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 Public Safety Complex Feasibility Study

REVENUE

Account Number	Decrease	Increase
498-050-699.030 Other Source - Transfers	$	$ 34,000
516-170-445.100TAX2016000 Penalties & Interest	$	$ 13,600
516-170-445.100TAX2017000 Penalties & Interest	$	$ 20,400
	$	$
Total	$	$ 68,000

EXPENDITURE

Account Number	Increase	Decrease
498-351-940.010 Outside Contracted Services	$ 34,000	$
516-999-999.000 Transfer Out	$ 34,000	$
	$	$
	$	$
	$	$
	$	$
Total	$ 68,000	$

Department Head Signature **Date**

Administrator's Signature **Date**

Finance Department
Entered:
By:

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

BYCE & ASSOCIATES, INC.
ENGINEERS | ARCHITECTS

487 PORTAGE STREET
KALAMAZOO, MI 49007

CORPORATE@BYCE.COM
WWW.BYCE.COM

TEL: 269.381.6170
FAX: 269.381.6176

June 3, 2019

Chris Churches
Director of Planning & Zoning,
Capital Projects & Grants
Otsego County
225 W. Main,
Gaylord, MI 49735

Re: Proposal for Architectural & Engineering Services
Otsego County Public Safety Complex Feasibility Study
Gaylord, Michigan
B/A Project # 19100174

Dear Mr. Churches,

Byce & Associates, Inc. and Securitecture, LLC (Byce/Securitecture) are pleased to have the opportunity to offer the enclosed proposal for the Otsego County Public Safety Complex Feasibility Study. We trust this proposal meets with your approval.

A. **Scope of Work** – The following items make up the scope of work anticipated for the Otsego County Public Safety Complex Feasibility Study.

1. Prepare a Feasibility Study to determine the Public Safety Complex needs of Otsego County. The Public Safety Complex may consist of the following:
   a. County Courts
      i. Circuit
      ii. District
      iii. Juvenile
   b. County Justice Functions such as:
      i. Clerk
      ii. Friend of the Court
      iii. Parole
      iv. Probation – Adult
      v. Probation – Juvenile
      vi. Prosecutor
      vii. Victim's Advocate
      viii. Others as Required
   c. County Jail
   d. County Sheriff's Office
2. The Feasibility Study will be undertaken with several specific objectives to be addressed:
   a. Review the specific areas of concern identified by the County.
   b. Review and validate the previous feasibility study prepared by Gundlach Champion and Harrison/Landmark in 2005
   c. Determine the immediate, projected and future growth to establish County Public Safety Complex requirements to the year 2040.
   d. Provide a detailed architectural program for the Public Safety Complex.
   e. Assess the current justice system and jail statistics including the types of crimes, offenders and classification of jail inmates.

f. Review all pertinent data concerning the present facilities (size, deficiencies, and inspection reports) and assess the feasibility of continued use with renovation and/or expansion and/or new facilities as required for a feasibly economical operation.
g. Survey and analyze the existing and potential site(s) and provide cost data along with optional site evaluation and analysis to objectively review the options for a new Public Safety Complex.
h. Estimate probable construction and project costs and staffing projections for proposed facilities options.
i. Prepare a staffing and operational budget for the proposed facilities.
j. Prepare and analyze financing and funding alternatives for the construction and operations of the facility.
k. Prepare a report that may be used as the basis for a millage campaign and public information campaign.

B. **Assumptions** – The following assumptions have been made in the preparation of this proposal.
1. The Owner will provide project goals and mission requirements in writing.
2. The Owner will provide as-built plans and specifications of existing buildings.
3. The Owner will provide site survey(s) as required.
4. The Owner will complete the architectural programming questionnaire forms.
5. The Owner will assist the Consultant in compiling historical and statistical information of county, jail and court records.
6. County officials, department heads and designated staff will be available for interviews, official input and review of information prepared by the planning team.
7. The Owner will designate a committee and a single point of contact to work with the Consultant during this process.

C. **Professional Services** – The services outlined in this proposal shall include the following:
1. Architectural Programming/Space Needs Analysis/Feasibility Study
2. Security/Detention Consulting and Planning
3. Civil, architectural, structural, mechanical, electrical engineering evaluation of existing facilities and potential site locations.

D. **Anticipated Work Element:**
Phase I: Strategic Planning
Prepare a Feasibility Study to determine the Public Safety Complex space needs and how those needs may be satisfied through renovation/expansion of the existing facilities or construction of new facilities.
1. **Step 1: Planning Process/Methodology**
The primary objective of the first step of the Study is to provide organization for the process while establishing the goals and direction the county wishes to take in the development of the Feasibility Study
a. Organization/Communication-The Study team shall:
1. Establish a planning committee.
2. Development reporting and accounting procedures for all aspects of the project.
3. Establish the scope of the Feasibility Study
4. Establish a preliminary schedule.
b. Mission Statement – The Study team shall:

1. Develop mission statement for the Project
2. Develop short and long-range planning goals.

2. **Step 2: Data Collection**

The primary objective of the second step of the Feasibility Study is to collect and summarize the data and establish the space needs and projections to be used as a basis to determine the detailed architectural program for each element of the project. During this step, a facility analysis will be conducted in order to determine the efficiency/inefficiency of the existing facility along with the staffing requirements. The following items will be addressed:

a. Develop criteria to be utilized to determine the scale of the space needs, capacity and services required the Public Safety Complex. Elements to consider include:
   1. Interview key justice personnel. Conduct interviews with judges, justice staff, sheriff and staff, prosecutor, county clerk, probation department, state jail inspector and county board members.
   2. Review demographics and statistical data used to determine the inmate population
   3. Review previous research, feasibility studies, masterplans and jail inspection reports.
   4. Collect jail statistics – collect and review average daily population, length of stay by offense, net bookings, felony and misdemeanor inmates, pre-trial, adult males and females in jail, DWI, weekenders and work release.
   5. Collect court statistics – collect and review court filing and dispositions. Review court processes to determine "local policy" and its impact on the jail operation and population.
   6. Review current policies and procedures regarding jail operations including classification of inmates, housing inmates outside the county, inmate transportation and inmate transfer to court. Make recommendations for investments in safety, security and efficiency.
   7. Determine county census for past 10 years and projected grown for the next 20-30 years.
   8. Explore any criminal code revisions which may impact future Average Daily Population (ADP) in the jail and the delivery of services in the Courts.
   9. Inventory personnel/staffing.

3. **Step 3: Facility Criteria**

The primary objective of the third step is to compile the data collected in Step 2 into an architectural program that begins to establish the scope of the project. Size, site, character and cost will be developed in this step.

a. Facility Evaluation/Program
   1. Review existing facilities, document existing functional and code related deficiencies.
   2. Determine needs/components.
   3. Establish relationship of components.
   4. Determine spatial requirements and establish optimum square footage.
   5. Develop detailed architectural program.
   6. Compare existing space available versus the project future needs.
   7. Review and evaluate the existing facilities' ability to accommodate the program.
   8. Compare existing Jail capacity versus the component classification and standard requirements. Determine the most appropriate inmate housing mix.
   9. Determine future expansion capabilities.

10. Review standards to which any renovation, renovation/addition or new construction must conform. Determine the relative impact on conformance with ACA standards, MDOC standards as compared to local state jail standards.
11. Determine operational philosophy of the Facility
12. Perform an analysis of justice and correction processes.
    a) Determine where updated processes and procedures may provide efficiencies and cost savings.

b. Site Evaluation
    1. Establish criteria to evaluate the suitability of potential sites.
    2. Determine size requirements of site.
    3. Determine utility locations
    4. Determine expansion capabilities
    5. Determine site access and provide vehicular and pedestrian separation for law enforcement vehicles and private vehicles.
    6. Analyze site cost.

c. Master Plan – Develop conceptual drawings utilizing criteria established above to illustrate:
    1. Renovation of existing facilities.
    2. Renovation and expansion of existing facilities.
    3. Construction of a new facilities.
    4. Develop short term solutions.
    5. Develop long term solutions.
    6. Develop approach to phasing construction if required.

d. Project Cost Analyses –Prepare cost analyses of each option reflecting <u>all costs</u> associated with the solution, including:
    1. Land acquisition
    2. Demolition
    3. Utility relocation
    4. Site improvement, such as sidewalks and parking lots
    5. Potential Brownfield remediation costs
    6. Landscaping
    7. Construction costs
    8. Furnishings and equipment
    9. Professional compensation
    10. Financing
    11. Develop expense of phased construction and/or inflation factors required as a result of deferred construction periods.
    12. Develop staffing/operational cost projections for all options.

e. Funding and Financing Alternatives – Review alternatives for funding the capital costs of construction, as well as long-term, on-going operational costs.
    1. Traditional public financing
    2. Private Financing
        a) Public/Private lease

4. **Step 4: Preliminary Report**

This step is extremely important to the Study Team. It provides the first assemblage of all data accumulated and summary recommendations for the original goals and objectives of the Study for review prior to final recommendations and presentation of the study document.

Phase II: Conceptual Design – Scope of Work

Following the acceptance and approval of the strategic plan, a conceptual design will be developed for the single alternative selected. This alternative will include which site shall be utilized and how the existing facilities shall be utilized. Further development of the project budget and schedule are key components of this phase.

1. **Step 1: Develop Preliminary Design**

This step will be very important in that the operation of the facilities will begin to be defined in detailed Drawings, will be prepared to illustrate the following:

a. Conceptual Site Plan – Showing the building location, site access, parking and traffic flow through the site will be developed
b. Conceptual Floor Plans – showing adequate detail of rooms, corridors, spatial relationships between functions to determine exactly how the facility will operate.
c. Typical Exterior Elevation – To show the general character of the exterior aesthetic of the facilities.
d. Color Architectural Rendering – Will be created in three-dimension. This product will be very useful in communicating the character of the facility to governmental agencies and in public meetings.
e. Conceptual Outline Specification. Describing engineering aspects of the facility including structural, mechanical, electrical, special and security systems will be prepared in written document form.
f. Conceptual level statement of probable costs, a more definite budget outlining all costs associated with the project will be prepared. This will be the final estimate of cost before overall project approval.

2. **Step 2 Final Report**

At this point, a final report will be compiled to obtain approval from the County and other agencies having jurisdiction over the project. This report will be printed and bound as a stand-alone document for public consumption.

Phase III: Presentation Materials

This phase is not actually a separate phase, but the culmination of efforts prepared throughout the strategic plan and conceptual design. During the phase, graphic presentation materials will be prepared effectively communicating the project to the public. A vast amount of the strategic plan will be done in PowerPoint for ease of working with a committee. All plans developed will be prepared in AutoCad, Revit or Sketch-Up. This media will help the County prepare its public relations material for a tax referendum or other Community Awareness and Education effort, if required.

Phase IV: Community Awareness (Optional)

Develop a program to build public support for the eventual project.

- Assemble the public relations team
- Survey the public to determine attitudes, issues and concerns.
- Develop strategy to address the public's concerns
- Conduct public meetings at locations throughout the County.
- Develop plan to react to issues raised during community awareness efforts

E. **Project Schedule**

Securitecture is prepared to begin work immediately following your Authorization to Proceed, and proposes to complete the work per the following schedule:

1. **Phase 1 - Strategic Planning** **(60-90) Days**
   Step 1 Planning Phase/Methodology
   Step 2 Data Collection
   Step 3 Facility Criteria
   Step 4 Preliminary Report
2. **Phase 2 - Conceptual Design-Scope of work** **(60) Days**
   Step 1 Develop preliminary design
   Step 2 Final Report
3. **Phase 3 - Presentation Materials** **(30) Days**
4. **Phase 4 – Community Awareness** **(30-90) Days**

F. **Project Fee:**

a. With consideration of the above-mentioned items as the scope of work and schedule, Byce/Securitecture proposes to perform consulting services as required for the above-mentioned scope of work as indicated in Item 3 below. This fee includes all professional fees and reimbursable expenses

b. The fee shall be invoiced monthly in proportion to the work completed. All invoices not paid within thirty (30) days shall bear interest at 1-1/2% monthly.

c. Fee Schedule:

1. **Phase 1 - Strategic Planning** $ 9,500
   Step 1 Planning Phase/Methodology
   Step 2 Data Collection
   Step 3 Facility Criteria
   Step 4 Preliminary Report
2. **Phase 2 - Conceptual Design-Scope of work** $ 11,000
   Step 1 Develop preliminary design
   Step 2 Final Report
3. **Phase 3 - Presentation Materials** $ 8,500
4. **Phase 4 – Community Awareness (Optional)** $ TBD

Total Professional Fee $ 29,000

d. Reimbursable Expenses: Reimbursable expenses are in addition to the compensation outlined above and include actual expenditures made by the Consultant and it's employees in the interest of the project for the following expenses:

1. Expense of transportation in connection with the project; living expenses in connection with out-of-town travel authorized by the Owner. $ 4,000

2.	Expense of document printing, postage and handling	$ 1,000
	Total Estimated Reimbursable Expenses	$ 5,000

AUTHORIZATION
Your authorization can be given by returning a signed copy of the proposal or by issuing a purchase order referencing this proposal. This proposal is valid for a period of thirty (30) days from the date of issuance.

Byce/Securitecture appreciates the opportunity to offer our services to you. Our goal is to establish and retain long-term relationships with our clients by meeting both their current and future needs. Upon your consideration, we are hopeful that you will find this proposal to be satisfactory.

Respectfully submitted,
BYCE & ASSOCIATES, INC.

James Escamilla, PE
President/CEO

Approved By:

_____

Date:

_____

c: Accounting

EASEMENT AGREEMENT

This easement agreement (Agreement) is entered into on _____ between the County of Otsego, a Michigan Municipality, of 225 W. Main Street, Gaylord, Michigan 49735 (Grantor), and Johnson Oil Company, a Michigan Corporation, of P.O. Box 629, Gaylord, Michigan 49734 (Grantee 1), and Dale Johnson, of P.O. Box 631, Gaylord, Michigan 49734 (Grantee 2), on the terms and conditions set forth below:

1. **Background.** Grantor is the fee title owner of real property identified as parcel # 101-104-000- 350-00 and legally described on the attached exhibit A (Grantor Parcel). Grantee 1 is the fee title owner of real property known as 415 W. Fourth Street, Gaylord, Michigan 49735, identified as parcel # 101-104-000-360-00 and legally described on the attached exhibit B (Grantee 1 Parcel). Grantee 2 is the fee title owner of real property known as 411 W. Fourth Street, Gaylord, Michigan 49735, identified as parcel # 101-104-000-355-00 and legally described on the attached exhibit C (Grantee 2 Parcel). Grantee 1 and Grantee 2 (collectively referred to as "Grantee") wish to purchase an easement from Grantor across the Grantor Parcel for access to and to allow the use of Grantee 1 Parcel and Grantee 2 Parcel (collectively referred to as "Grantee Parcels"), which will burden Grantor's Parcel for the benefit of Grantee Parcels. Grantor has agreed to grant an ingress and egress easement on the Grantor Parcel for the benefit of Grantee in accordance with the terms set forth in this Agreement.

2. **Consideration.** Grantee, in consideration of the grant of the easement stated in this Agreement agrees to pay Grantor One and 00/100 Dollars ($1.00) payable at the time of the signing of this Agreement.

3. **Conveyance of the Grantee Parcels Easement.** Grantor grants and conveys an easement for the benefit of Grantee over the Grantor's Parcel as described and shown on the attached exhibit D (Easement) to access and use Grantee Parcels.

4. **Use of the Easement.** The use of the rights granted under this Agreement by the Grantor shall occur only in the area described and shown in exhibit D. The Easement is given to the Grantee for use with the Grantee Parcels and may not be used by any other parties owning or occupying any other parcel or any other party owning or occupying the Grantee Parcels. The Easement is granted to Grantee for their use while Grantee owns and occupies the Grantee Parcels. Grantee shall use the Easement solely to access and use Grantee Parcels. Grantee's use shall be reasonable and shall not interfere with Grantor's use of the Grantor Parcel. This Agreement grants no right to Grantee to come on the Grantor Parcel except to perform maintenance of the Easement as required under this Agreement.

5. **Condition and maintenance.** Grantee shall be solely responsible for maintaining the Easement and shall not allow it to become unsightly or a nuisance. Any damage to the Easement area shall be promptly repaired.

6. **Insurance.** Grantee shall obtain liability insurance as part of its owner's policy for the Grantee Parcels to cover any liabilities that arise as a result of Grantee's right to use and use of the Easement and Grantee's liability policy shall name Grantor as an insured party for Grantee's use of the Easement.

7. **Indemnification.** Grantee agrees to indemnify and hold Grantor harmless from any claims, debts, causes of actions, or judgments for any damage to any property or injury to any person that may arise out of any of Grantee's actions within, use of, or around the Easement, by themselves, their agents, employees, representatives, contractors, guests, and invitees. This provision shall survive the termination of this Agreement.

8. **Termination.** This Easement may be terminated by Grantor at any time by giving 30 days' written notice to Grantee. Grantee may terminate this Agreement at any time on 30 days' written notice to Grantor.

9. **Benefit and Assignment.** This conveyance shall be binding on and inure to the benefit of the parties and their respective permitted successors, assigns, heirs, and legal representatives.

10. **Jurisdiction and Venue.** Any disputes under this conveyance shall be subject to the laws of the State of Michigan and venue for any disputes shall be in Otsego County, Michigan.

11. **Severability.** If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of the term, covenant, or condition to persons or circumstances other than those to which it is held invalid of unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12. **Notice.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission that provides evidence of receipt and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change, a new facsimile transmission number or a new email address to the other as provided in this Section.

13. **Entire Agreement.** This Agreement and all exhibits form the entire agreement between the parties with respect to the subject matter of this Agreement and all prior negotiations and agreements with respect to the Easement between the parties, whether

written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by both parties.

14. **Exhibits.** Four exhibits are attached to and are a part of this Agreement. They are:

Exhibit A – legal description of the Grantor Parcel;

Exhibit B – legal description of Grantee 1 Parcel;

Exhibit C – legal description of Grantee 2 Parcel; and

Exhibit D - drawing and legal description of the Easement.

15. **Effective Date.** Owner and Grantee have signed this Agreement and it shall be as of the above date.

OTSEGO COUNTY

_____
Ken Borton, Chairman
Otsego County Board of Commissioners

Dated: _____

JOHNSON OIL COMPANY

_____
By:

Dated: _____

DALE JOHNSON

_____
Dale Johnson

Dated: _____

STATE OF MICHIGAN)
)
COUNTY OF OTSEGO)

Acknowledged before me in Otsego County, Michigan on _____ by Ken Borton.

_____
Notary public, State of Michigan, County of Otsego.
My commission expires _____.

Acknowledged before me in Otsego County, Michigan on _____ by Dale Johnson and [name of representative of Johnson Oil Company].

_____
Notary public, State of Michigan, County of Otsego.
My commission expires _____.

Drafted by:
Haider A. Kazim
CUMMINGS, McCLOREY, DAVIS & ACHO, P.L.C.
310 W. Front Street, Suite 221
Traverse City, Michigan 49684

EXHIBIT

A

PARCEL:

A parcel of land situated in the City of Gaylord, County of Otsego, State of Michigan, and described as follows, to wit:

Part of Section 4, Town 30 North, Range 3 West described as Beginning 12 rods West of the intersection of the South line of Fourth Street and the West line of MCRR; thence West 18.17 rods; thence South to a point 46 feet North of one-eighth line; thence South 83° East 461.31 feet; thence North to a point 15 rods South of South line of Fourth Street; thence West 12 rods; thence North to Point of Beginning.

SUBJECT TO All agreements, covenants, easements and restrictions of record, if any.

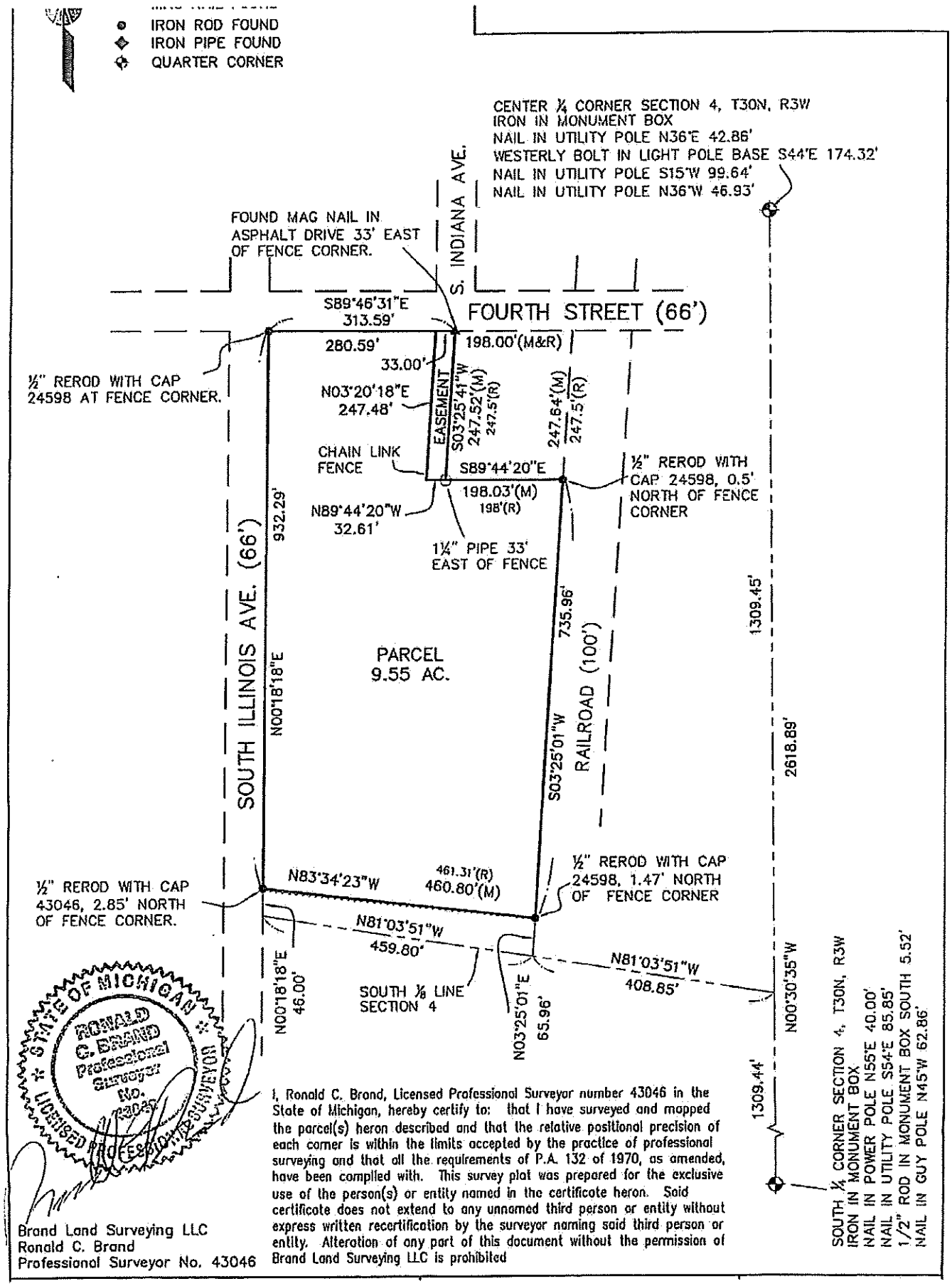
EASEMENT:

An easement parcel of land situated in the City of Gaylord, County of Otsego, State of Michigan, being part of Section 4, Town 30 North, Range 3 West described as Commencing at the South 1/4 corner of said Section 4; thence North 00°30'35" West, along the North-South one-quarter line of said section, 1309.44 feet to the South 1/8 line of said section; thence North 81°03'51" West, along said South 1/8 line, 868.65 feet to the East right of way of South Illinois Avenue; thence North 00°18'18" East, along said East right of way line, 932.29 feet to the South right of way line of Fourth Street; thence South 89°46'31" East, along said South right of way line, 313.59 feet to a point 198.00 feet West of the intersection of South line of Fourth Street and the West line of the Railroad and the Point of Beginning; thence South 03°25'41" West 247.52 feet (recorded as 247.5 feet); thence North 89°44'20" West 32.61 feet; thence North 03°20'18" East, parallel with an existing chain link fence, 247.48 feet to the South right of way line of Fourth Street; thence South 89°46'31" East, along said South right of way line, 33.00 feet to the Point of Beginning. Said easement parcel contains 0.19 acres of land, more or less.

SUBJECT TO All agreements, covenants, easements and restrictions of record, if any.

STATE OF MICHIGAN
RONALD C. BRAND
Professional Surveyor
No. 43046
LICENSED PROFESSIONAL SURVEYOR

Brand Land Surveying LLC
Ronald C. Brand
Professional Surveyor No. 43046



I, Ronald C. Brand, Licensed Professional Surveyor number 43046 in the State of Michigan, hereby certify to: that I have surveyed and mapped the parcel(s) heron described and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying and that all the requirements of P.A. 132 of 1970, as amended, have been complied with. This survey plat was prepared for the exclusive use of the person(s) or entity named in the certificate heron. Said certificate does not extend to any unnamed third person or entity without express written recertification by the surveyor naming said third person or entity. Alteration of any part of this document without the permission of Brand Land Surveying LLC is prohibited

Brand Land Surveying LLC
Ronald C. Brand
Professional Surveyor No. 43046

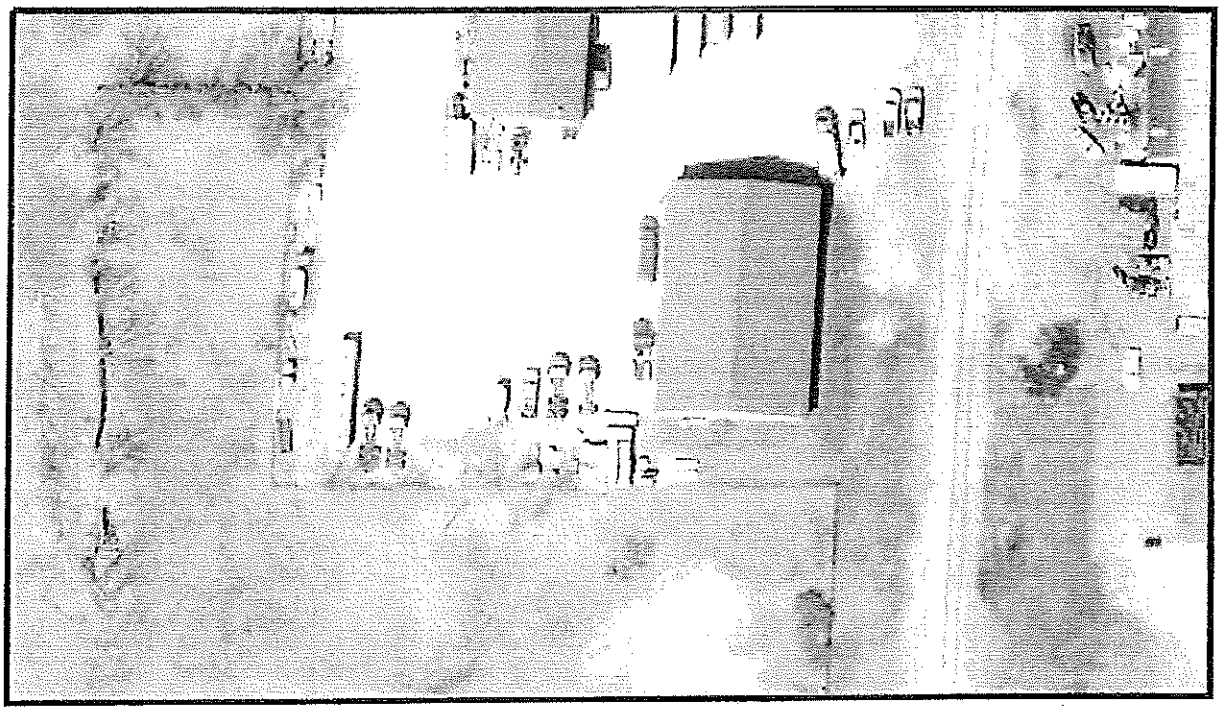
EXHIBIT

B

Otsego County GIS

Parcel Report: 101-104-000-360-00

6/17/2019
9:38:34 AM



Property Address

415 W FOURTH ST

GAYLORD, MI, 49735

Owner Address

JOHNSON OIL COMPANY		Unit:	10
–		Unit Name:	CITY OF GAYLORD
PO BOX 629			
GAYLORD, MI 49734			

General Information for 2019 Tax Year

Parcel Number:	101-104-000-360-00	Assessed Value:	$60,500
Property Class:	202	Taxable Value:	$60,500
Class Name:	COMMERCIAL - VACANT	State Equalized Value:	$60,500
School Dist Code:	69020		
School Dist Name:	Gaylord Community		

PRE 2018:	0%
PRE 2019:	0%

Prev Year Info

Prev Year Info	MBOR Assessed	Final SEV	Final Taxable
2018	$74,600	$74,600	$73,977
2017	$75,200	$75,200	$72,456

Land Information

Acreage:	0.52
Zoning:	C-2

Legal Description

COMM. AT A PT. 8 RDS. S OF INTER. OF S LINE OF4TH STR & W LINE OF MCRR RUN W 12 RDS. S 7RDS. E TO W LINE OF MCRR N TO P.O.B. SEC. 4T 30N R 3W

Sales Information

Sale Date: 08-01-1995

Sale Price: 8000
Instrument: WD
Grantor: ADRIAN, JUDITH
Grantee: JOHNSON OIL CO
Terms of Sale: Good
Liber/Page: 592:428

Application Use:

This map is neither a legally recorded map nor a survey and is not intended to be used as such. The information on Otsego County websites, are distributed and transmitted 'as is' without warranties of any kind, either expressed or implied, including without limitations, warranties of title or implied warranties of merchantability or fitness for a particular purpose. Otsego County does not guarantee the accuracy, timeliness, or completeness of the information on this website.

GIS/Mapping:

The Geographic Information System (GIS) made available through this website is developed and maintained by Otsego County. Use of materials and information constitutes acceptance of all disclaimers associated with these websites. GIS data is not the official record of the County. This data is made available for information purposes only!

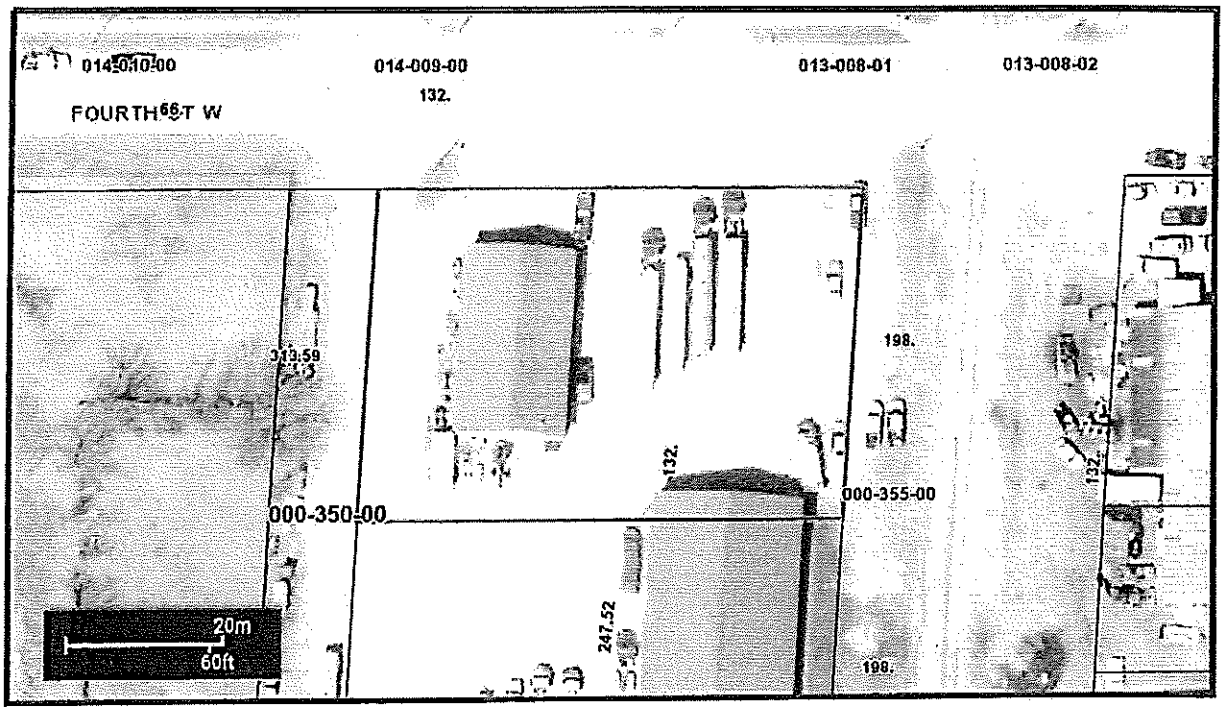
EXHIBIT

C

Otsego County GIS

Parcel Report: 101-104-000-355-00

6/17/2019
9:36:39 AM



Property Address

411 W FOURTH ST

GAYLORD, MI, 49735

Owner Address

JOHNSON, DALE

–

PO BOX 631

GAYLORD, MI 49734

Unit:	10
Unit Name:	CITY OF GAYLORD

General Information for 2019 Tax Year

Parcel Number:	101-104-000-355-00	**Assessed Value:**	$58,200
Property Class:	201	**Taxable Value:**	$47,154
Class Name:	COMMERCIAL - STRUCTURED	**State Equalized Value:**	$58,200
School Dist Code:	69020		
School Dist Name:	Gaylord Community		

PRE 2018:	0%
PRE 2019:	0%

Prev Year Info

Prev Year Info	MBOR Assessed	Final SEV	Final Taxable
2018	$49,400	$49,400	$46,049
2017	$49,500	$49,500	$45,102

Land Information

Acreage:	0.6
Zoning:	C-2

Legal Description

COMM. AT INTER. OF S LINE OF 4TH STR. & W LINEOF MCRR RUN S ALONG RR 8 RDS. W 12 RDS. N TO SLINE OF 4TH STR. E TO P.O.B. SEC. 4 T 30N R 3W

Sales Information

No Records Found

Application Use:

This map is neither a legally recorded map nor a survey and is not intended to be used as such. The information on Otsego County websites, are distributed and transmitted 'as is' without warranties of any kind, either expressed or implied, including without limitations, warranties of title or implied warranties of merchantability or fitness for a particular purpose. Otsego County does not guarantee the accuracy, timeliness, or completeness of the information on this website.

GIS/Mapping:

The Geographic Information System (GIS) made available through this website is developed and maintained by Otsego County. Use of materials and information constitutes acceptance of all disclaimers associated with these websites. GIS data is not the official record of the County. This data is made available for information purposes only!

EXHIBIT

D

PARCEL:

A parcel of land situated in the City of Gaylord, County of Otsego, State of Michigan, and described as follows, to wit:

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SUBJECT TO All agreements, covenants, easements and restrictions of record, if any.

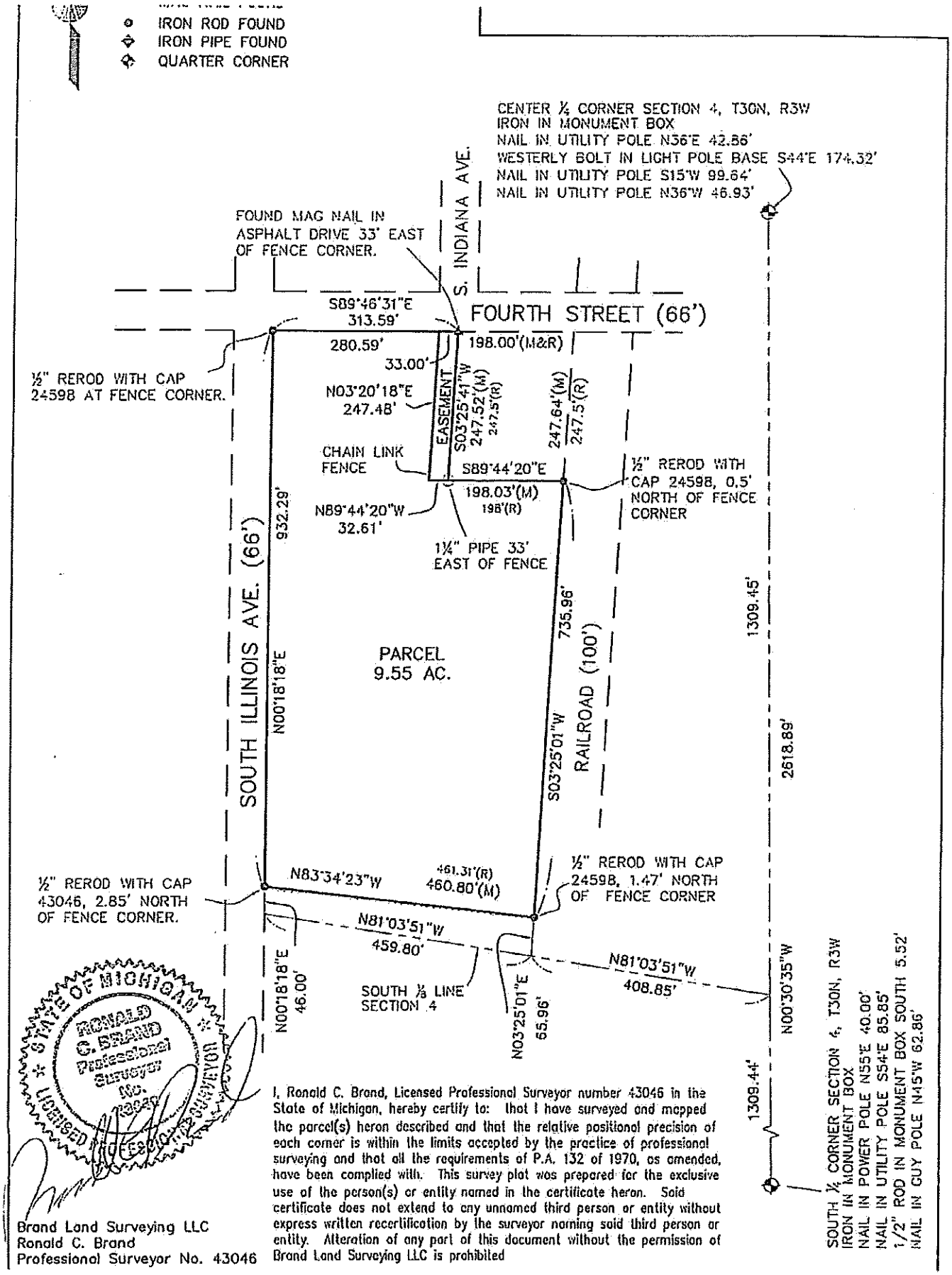
EASEMENT:

An easement parcel of land situated in the City of Gaylord, County of Otsego, State of Michigan, being part of Section 4, Town 30 North, Range 3 West described as Commencing at the South 1/4 corner of said Section 4; thence North 00°30'35" West, along the North-South one-quarter line of said section, 1309.44 feet to the South 1/8 line of said section; thence North 81°03'51" West, along said South 1/8 line, 868.65 feet to the East right of way of South Illinois Avenue; thence North 00°18'18" East, along said East right of way line, 932.29 feet to the South right of way line of Fourth Street; thence South 89°46'31" East, along said South right of way line, 313.59 feet to a point 198.00 feet West of the intersection of South line of Fourth Street and the West line of the Railroad and the Point of Beginning; thence South 03°25'41" West 247.52 feet (recorded as 247.5 feet); thence North 89°44'20" West 32.61 feet; thence North 03°20'18" East, parallel with an existing chain link fence, 247.48 feet to the South right of way line of Fourth Street; thence South 89°46'31" East, along said South right of way line, 33.00 feet to the Point of Beginning. Said easement parcel contains 0.19 acres of land, more or less.

SUBJECT TO All agreements, covenants, easements and restrictions of record, if any.

STATE OF MICHIGAN
RONALD C. BRAND
Professional Surveyor
No. 43045
LICENSED PROFESSIONAL SURVEYOR

Brand Land Surveying LLC
Ronald C. Brand
Professional Surveyor No. 43045



I, Ronald C. Brand, Licensed Professional Surveyor number 43046 in the State of Michigan, hereby certify to: that I have surveyed and mapped the parcel(s) heron described and that the relative positional precision of each corner is within the limits accepted by the practice of professional surveying and that all the requirements of P.A. 132 of 1970, as amended, have been complied with. This survey plat was prepared for the exclusive use of the person(s) or entity named in the certificate heron. Said certificate does not extend to any unnamed third person or entity without express written recertification by the surveyor naming said third person or entity. Alteration of any part of this document without the permission of Brand Land Surveying LLC is prohibited

Brand Land Surveying LLC
Ronald C. Brand
Professional Surveyor No. 43046

EASEMENT AGREEMENT

This easement agreement (Agreement) is entered into on _____ between the County of Otsego, a Michigan Municipality, of 225 W. Main Street, Gaylord, Michigan 49735 (Grantor), and Johnson Oil Company, a Michigan Corporation, of P.O. Box 629, Gaylord, Michigan 49734 (Grantee 1), and Dale Johnson, of P.O. Box 631, Gaylord, Michigan 49734 (Grantee 2), on the terms and conditions set forth below:

1. **Background.** Grantor is the fee title owner of real property identified as parcel # 101-104-000- 350-00 and legally described on the attached exhibit A (Grantor Parcel). Grantee 1 is the fee title owner of real property known as 415 W. Fourth Street, Gaylord, Michigan 49735, identified as parcel # 101-104-000-360-00 and legally described on the attached exhibit B (Grantee 1 Parcel). Grantee 2 is the fee title owner of real property known as 411 W. Fourth Street, Gaylord, Michigan 49735, identified as parcel # 101-104-000-355-00 and legally described on the attached exhibit C (Grantee 2 Parcel). Grantee 1 and Grantee 2 (collectively referred to as "Grantee") wish to purchase an easement from Grantor across the Grantor Parcel for access to and to allow the use of Grantee 1 Parcel and Grantee 2 Parcel (collectively referred to as "Grantee Parcels"), which will burden Grantor's Parcel for the benefit of Grantee Parcels. Grantor has agreed to grant an ingress and egress easement on the Grantor Parcel for the benefit of Grantee in accordance with the terms set forth in this Agreement.

2. **Consideration.** Grantee, in consideration of the grant of the easement stated in this Agreement agrees to pay Grantor One and 00/100 Dollars ($1.00) payable at the time of the signing of this Agreement.

3. **Conveyance of the Grantee Parcels Easement.** Grantor grants and conveys an easement for the benefit of Grantee over the Grantor's Parcel as described and shown on the attached exhibit D (Easement) to access and use Grantee Parcels.

4. **Use of the Easement.** The use of the rights granted under this Agreement by the Grantor shall occur only in the area described and shown in exhibit D. The Easement is given to the Grantee for use with the Grantee Parcels and may not be used by any other parties owning or occupying any other parcel or any other party owning or occupying the Grantee Parcels. The Easement is granted to Grantee for their use while Grantee owns and occupies the Grantee Parcels. Grantee shall use the Easement solely to access and use Grantee Parcels. Grantee's use shall be reasonable and shall not interfere with Grantor's use of the Grantor Parcel. This Agreement grants no right to Grantee to come on the Grantor Parcel except to perform maintenance of the Easement as required under this Agreement.

5. **Condition and maintenance.** Grantee shall be solely responsible for maintaining the Easement and shall not allow it to become unsightly or a nuisance. Any damage to the Easement area shall be promptly repaired.

6. **Insurance.** Grantee shall obtain liability insurance as part of its owner's policy for the Grantee Parcels to cover any liabilities that arise as a result of Grantee's right to use and use of the Easement and Grantee's liability policy shall name Grantor as an insured party for Grantee's use of the Easement.

7. **Indemnification.** Grantee agrees to indemnify and hold Grantor harmless from any claims, debts, causes of actions, or judgments for any damage to any property or injury to any person that may arise out of any of Grantee's actions within, use of, or around the Easement, by themselves, their agents, employees, representatives, contractors, guests, and invitees. This provision shall survive the termination of this Agreement.

8. **Termination.** This Easement may be terminated by Grantor at any time by giving 30 days' written notice to Grantee. Grantee may terminate this Agreement at any time on 30 days' written notice to Grantor.

9. **Benefit and Assignment.** This conveyance shall be binding on and inure to the benefit of the parties and their respective permitted successors, assigns, heirs, and legal representatives.

10. **Jurisdiction and Venue.** Any disputes under this conveyance shall be subject to the laws of the State of Michigan and venue for any disputes shall be in Otsego County, Michigan.

11. **Severability.** If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of the term, covenant, or condition to persons or circumstances other than those to which it is held invalid of unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

12. **Notice.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission that provides evidence of receipt and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change, a new facsimile transmission number or a new email address to the other as provided in this Section.

13. **Entire Agreement.** This Agreement and all exhibits form the entire agreement between the parties with respect to the subject matter of this Agreement and all prior negotiations and agreements with respect to the Easement between the parties, whether

written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by both parties.

14. **Exhibits.** Four exhibits are attached to and are a part of this Agreement. They are:

Exhibit A – legal description of the Grantor Parcel;

Exhibit B – legal description of Grantee 1 Parcel;

Exhibit C – legal description of Grantee 2 Parcel; and

Exhibit D - drawing and legal description of the Easement.

15. **Effective Date.** Owner and Grantee have signed this Agreement and it shall be as of the above date.

OTSEGO COUNTY

_____
Ken Borton, Chairman
Otsego County Board of Commissioners

Dated: _____

JOHNSON OIL COMPANY

_____
By:

Dated: _____

DALE JOHNSON

_____
Dale Johnson

Dated: _____

STATE OF MICHIGAN)
)
COUNTY OF OTSEGO)

Acknowledged before me in Otsego County, Michigan on _____ by Ken Borton.

_____
Notary public, State of Michigan, County of Otsego.
My commission expires _____.

Acknowledged before me in Otsego County, Michigan on _____ by Dale Johnson and [name of representative of Johnson Oil Company].

_____
Notary public, State of Michigan, County of Otsego.
My commission expires _____.

Drafted by:
Haider A. Kazim
CUMMINGS, McCLOREY, DAVIS & ACHO, P.L.C.
310 W. Front Street, Suite 221
Traverse City, Michigan 49684

Otsego COUNTY MICHIGAN

OTSEGO COUNTY
BUDGET AMENDMENT

FUND/DEPARTMENT: Soldier's Relief 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 [X] Special Revenue [ ] Debt Service [ ] Capital Project [ ] Business-Type (Enterprise or Internal Svc)

DESCRIPTION Soldiers' Relief Fund

REVENUE

Account Number	Decrease	Increase
293050 400001 Use of Fund Balance	$	$ 5,000
	$	$
	$	$
	$	$
Total	$	$ 5,000

EXPENDITURE

Account Number	Increase	Decrease
293689 930999 Misc. Other Services	$ 5,000	$
	$	$
	$	$
	$	$
	$	$
	$	$
Total	$ 5,000	$

Mark K Happ — 8/1/2019

Department Head Signature — Date

Finance Department
Entered:
By:

Administrator's Signature — Date

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

Otsego COUNTY MICHIGAN

OTSEGO COUNTY
BUDGET AMENDMENT

FUND/DEPARTMENT: Veteran's Affairs - MVAA Grant

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 Reallocate MVAA funds

REVENUE

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

EXPENDITURE

Account Number	Increase	Decrease
101-682-703.030_MVAA Regular-Hourly	$	$ 2,401
101-682-726.000_MVAA Supplies	$ 2,401	$
	$	$
	$	$
	$	$
	$	$
Total	$ 2,401	$ 2,401

Marlene K Harris — 8/15/19

Department Head Signature — Date

Finance Department
Entered:
By:

Administrator's Signature — Date

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

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

Department of
Land Use Services
1322 Hayes Road
Gaylord, Michigan 49735
Phone (989) 731-7400 Fax (989) 731-7419
www.otsegocountymi.gov

To: Otsego County Board of Commissioners

RE: Rezone of Two Parcels in Corwith Township

Motion made by Mrs. Jarecki to recommend the rezone of parcels 042-011-400-005-00 and 042-012-300-010-00 from an Industrial Zoning District (I) to a Forestry Recreation Zoning District (FR) to the Otsego County Board of Commissioners; Seconded by Mr. Brown.

Motion approved unanimously.

ATTACHMENT 1:

OTSEGO COUNTY
PLANNING COMMISSION

PZRZ19-002
REZONE
042-011-400-005-00, 042-012-300-010-00

Exhibit List

Exhibit #1:	Application for case PZRZ19-002 submitted by Applicant
Exhibit #2:	Otsego County Zoning Map Effective Date March 20, 2010/Amended June 25, 2019
Exhibit #3:	Otsego County Zoning Ordinance Effective March 20, 2010/Amended July 30, 2019
Exhibit #4:	Copy of Otsego County Equalization Department record cards/Land Contract 1377/22
Exhibit #5:	Site Plan
Exhibit #6:	Survey
Exhibit #7:	Letter of Authority dated June 25, 2019
Exhibit #8:	Public Hearing Notice
Exhibit #9:	Letter to Corwith Township Planning Commission dated July 17, 2019
Exhibit #10:	Response from Corwith Township Planning Commission dated August 12, 2019
Exhibit #11:	Map and list of parties notified
Exhibit #12:	Receipt #01318134
Exhibit #13:	Finding of Fact/PZRZ19-002
Exhibit #14:	Future Land Use Map

OTSEGO COUNTY
PLANNING COMMISSION

PZRZ19-002
REZONE
042-011-400-005-00, 042-012-300-010-00

Revised:
FINDING OF FACT

1. This is a proposal for a rezone of a two (2) parcels located in Corwith Township on Alexander Rd Vanderbilt, MI 49751. *Exhibit #1, Exhibit #5*

2. The properties are located in a I/Industrial Zoning District. *Exhibit #1, Exhibit #2*

3. The proposed rezone is to a FR/Forestry Recreation Zoning District. *Exhibit #1*

4. Adjoining properties are zoned FR/Forestry Recreation and I/Industrial. *Exhibit #2*

5. The purpose of the rezone is to allow construction of a residence. *Exhibit #1*

6. The proposed properties total 157 acres. *Exhibit #4*

7. The proposed properties are currently under the ownership of Tim & Marsh Lash, applicants by Land Contract. *Exhibit #4*

8. The applicants have a statement granting permission to rezone from the Land Contract holders. *Exhibit #7*

9. The Future Land Use Map depicts this area as an I/Industrial Zoning District. *Exhibit #14*

10. Approval of the proposed rezone would be consistent with the adjoining properties but not consistent with the Otsego County Future Land Use Map. *Exhibit #2, Exhibit #14*

11. The Public Hearing Notice was published in the Herald Times on August 2, 2019. *Exhibit #8*

12. The requirements of Article 27 of the Otsego County Zoning Ordinance have been met. *Exhibit #9, Exhibit #10*

13. All property owners within three hundred (300') feet were properly notified of the public hearing. *Exhibit #11*

14. The Planning Commission has the authority to recommend a *Rezone* request after review and compliance with the Otsego County Zoning Ordinance. (Section 25.7) *Exhibit #3, Exhibit #14*

15. The required fees have been collected by Otsego County Land Use Services. *Exhibit #12*

FINDINGS UNDER ARTICLE 8/FR FORESTRY RECREATION DISTRICT

ARTICLE 8 FR FORESTRY RECREATION DISTRICT

INTENT

The FR Forestry Recreation District is designed to promote the use of rural areas in a manner that will retain the basic attractiveness and inherent values of natural resources. The intent of the District is to retain rural areas for resource purposes, but recognizing the need to allow multiple uses considered acceptable in a rural environment.

SECTION 8.1 PRINCIPAL USES PERMITTED

8.1.1 One (1) family dwellings

8.1.2 Growing and harvesting of nursery field stock

8.1.3 Farms and agricultural operations of all kinds, including temporary agricultural roadside stands, provided the stands are off the road right-of-way, operated only seasonally, that hours not exceed dawn to dusk, that large equipment, including semi-tractor-trailers, not be parked on site and that the parking requirements of Article 21.27 be observed

8.1.4 Tree farms, forest production and forest harvesting operations including temporary sawmills, temporary log storage yards and related facilities

8.1.5 Public and private parks, playgrounds, passive recreational areas, camping grounds, hunting grounds, fishing sites and wildlife preserves

8.1.6 Bed and breakfast/tourist homes

8.1.7 Family and group care facilities

8.1.8 Duplex dwellings

8.1.9 Fraternal lodges

8.1.10 Landing strips

8.1.11 Wildlife, plant, and habitat preservation areas

8.1.12 Cemeteries [Permit criteria include Article 21.4]

8.1.13 Riding academies or stables [Permit criteria include Article 21.35]

8.1.14 Travel trailers (on private property) [Permit criteria include Article 21.33]

8.1.15 Home occupation

8.1.16 Wireless Telecommunications Towers and Facilities one hundred ninety (190) feet or less in height, without lights [Permit criteria include Article 21.46]

8.1.17 Structures for storage of the owner's personal non-farm possessions and non-commercial activities - These structures shall not be used as dwellings. Structures shall meet the size requirements of Section 21.1.3.

8.1.18 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use

8.1.19 WTG Small: Permitted as an accessory use to an allowed Principal Use

8.1.20 WTG Medium: Permitted as an accessory use to an allowed Principal Use

******A RESIDENCE IS A PERMITTED USE IN A FR ZONING DISTRICT***

FINDINGS UNDER ARTICLE 25

ARTICLE 25 ADMINISTRATION AND ENFORCEMENT

SECTION 25.7 CHANGES AND AMENDMENTS

The County may from time to time, on recommendation from the Planning Commission, or on petition, amend, supplement or change the District boundaries or the regulations, herein, or subsequently established herein, pursuant to the authority and procedure established in Public Act 110 of 2006 as amended. The notices for all public hearings before the planning commission or County Board of Commissioners concerning proposed zoning ordinance amendments (zoning text or map amendments) shall comply with all of the following applicable provisions:

A. For a proposed amendment to the text of the zoning ordinance, the notice shall comply with all of the following:

1. The content of the notice shall include all of the following information

   a. A description of the nature of the proposed zoning ordinance amendment.

   b. The time, date, and place the proposed zoning ordinance will be considered.

   c. The places and times at which the proposed zoning ordinance amendment may be examined.

   d. The address where and the deadline when written comments will be received concerning the proposed zoning ordinance amendment.

B. For a proposed zoning ordinance amendment rezoning an individual property or ten (10) or fewer adjacent properties, the notice shall comply with all of the following:

1. The content of the notice shall include all of the following information:

   a. A description of the nature of the proposed zoning ordinance amendment.

   b. A description of the property or properties proposed for rezoning. The notice shall include a listing of all existing street addresses within the property or properties. Street addresses, however, do not need to be created and listed if no such addresses currently exist within the property or properties. If there are no street addresses, other means of identification may be used, such as using tax parcel identification numbers or including a map showing the location of the property or properties.

   c. The time, date, and place the proposed zoning ordinance will be considered.

   d. The places and times at which the proposed zoning ordinance amendment may be examined.

   e. The address where and the deadline when written comments will be received concerning the proposed zoning ordinance amendment.

2. The notice shall be published in a newspaper of general circulation within the County not less than fifteen (15) days before the scheduled public hearing.

3. The notice shall be sent by first-class mail or personal delivery to the owners of the property or properties proposed for rezoning not less than fifteen (15) days before the scheduled public hearing.

4. The notice shall also be sent first-class mail or personal delivery to all persons to whom real property is assessed within three hundred (300) feet of the property or properties proposed for rezoning and to the occupants of all structures within three hundred (300) feet of the property or properties proposed for rezoning not less than fifteen (15) days before the scheduled public hearing, regardless of whether the property or occupant is located in the County. If the name of the occupant is not known, the term "occupant" may be used in making notification under this subsection.

5. The notice shall be given by first-class mail to each electric, gas, and pipeline public utility Company, each telecommunication service provider, each railroad operating within the district or zone affected, and the airport manager of each airport, that registers its name and mailing address with the County clerk for the purpose of receiving the notice of public hearing.

******THE PLANNING COMMISSION HAS THE AUTHORITY TO APPROVE A REZONE IF COMPLIANCE IS FOUND WITH THE OTSEGO COUNTY ZONING ORDINANCE***