

October 22, 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 Undersheriff Matt Muladore.

Roll Call:

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

Absent: Bruce Brown.

Consent Agenda:

Motion by Commissioner Paul Liss, seconded by Commissioner Julie Powers, to approve the Regular minutes of October 8, 2019 with attachments. Ayes: Unanimous. Motion carried.

Special Presentations:

Lt Ken Mills reported on Straits Area Narcotics Enforcement (SANE); 1-1-19 to 10-16-19, 47 cases opened, 29 persons arrested; 3 meth labs (Cheboygan, Emmet and Otsego); Heroin and cocaine arrests in Arbutus Beach; received the grant award again this year.

Commissioner Bruce Brown arrived at 9:40 a.m.

Lt Kip Belcher reported on Straits Area Narcotics Enforcement (SANE).

Department Head Reports:

Bill Kerr presented the Equalization Report; 3% taxable increase this year.

Rachel Frisch thanked Bill Kerr for his 18 years of service with the County and 4 years of contracted service. Mark Reetz announced at the Equalization Director effective 1-1-2020.

Bill Michaels reported on the Sportsplex; 2018 strongest year, pool had an excellent year, expenses below. Summer camp completed 15 years this past summer, \$15,000 more revenue generated, 58-59 kids a day. Ice rink growth outside of the community, our rink is open throughout the summer others are not. Expenses are low, utility and gas savings, upgrading and cleaning equipment helps utility fees.

Committee Reports:

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito, to approve the budget amendment to add \$10,000 to juror services, funds to come from General Fund contingency. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Julie Powers, to approve the budget amendment to reflect the increase of \$751 to the Probate Judge's salary as mandated by the Michigan Supreme Court. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Paul Liss, to approve the lease agreement between Otsego County and Gaylord Community Schools. Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:

Rachel Frisch our mandatory training held with each County employee with our I.T. department was a success, no employee has clicked on any viruses; feasible study, will also be providing architectural have done initial walk through of our facility. Our jail is in the top 10 of the worst facilities he has seen; ribbon cutting ceremony for the Vanderbilt trail head was held, turned out nice; undergoing roof project on the County Building.

City Liaison, Township & Village Representative: None.

Correspondence:

Commissioner Ken Glasser received a letter from the DNR Ausable river planning.

New Business:

Motion by Commissioner Bruce Brown, seconded by Commissioner Henry Mason, to approve the October 15, 2019 Warrant in the amount of \$137,625.62 and one void check. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, seconded by Commissioner Duane Switalski, to approve the October 22, 2019 Warrant in the amount of \$292,150.65 and three void checks. Ayes: Unanimous. Motion carried.

Motion by Commissioner Rob Pallarito, seconded by Commissioner Ken Glasser, to adopt OCR 19-23 Otsego County Resolution in Support of Line 5 Tunnel.

Ayes: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown. Nays: None. Motion carried/ Resolution adopted. (see attached)

Motion by Commissioner Henry Mason, to adopt OCR 19-24, Otsego County Resolution in support of President Donald Trump. No second, motion dies for lack of support.

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Rob Pallarito reported on the Pigeon River Counsel meeting, great celebration and was well attended.

Commissioner Ken Glasser attended the Bagley Township meeting; easement regarding property; looking at moving the Township hall and build a new one; Maureen Derenzy from the Library is retiring, looking at a new library director; attended the Road Commission meeting.

Commissioner Bruce Brown thanked Bill Michaels and the Sportsplex board.

Commissioner Paul Liss thanked everyone who came out to the ribbon cutting ceremony in Vanderbilt.

Commissioner Duane Switalski attended the Groen Nature meeting.

Commissioner Julie Powers had no report.

Commissioner Henry Mason attended the City Council meeting, approved electric kiosks for the electric cars in the City limits.

Commissioner Doug Johnson reported on the Parks and Recreation meeting; a special fund is set up called the Mary K. Sklarczyk foundation, pays for the 8th grade program at the Groen Nature preserve; electric finished up at the County Park; left over Afton stone from the Irontone Springs trail project; new hire at the Community Center; next year the Parks and Recreation commission will be working on replacing the floor at the Community Center.

Commissioner Ken Borton will be attending the MAC Transportation Committee meeting on 10-25-19.

Meeting adjourned at 11:05 a.m.

Kenneth C. Borton, Chairman

Susan I. DeFeyter, Otsego County Clerk



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: GF-Jury Services

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 Increase budget for juror services

REVENUE

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

EXPENDITURE

Account Number	Increase	Decrease
101-145-930.930 Jury Commission	\$ 10,000	\$
101-941-999.010 Contingency	\$	\$ 10,000
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$ 10,000	\$ 10,000

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: 148

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 Probate Judges' Salary increase per SCAO memo dated 09/19/19

REVENUE

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

EXPENDITURE

Account Number	Increase	Decrease
101-148-704.110 (Hospitalization)	\$	\$ 751.00
101-148-703.010 (Reg Emp-Dept Dir/Comm)	\$ 751.00	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$ 751.00	\$ 751.00

Tracy J. C...
 Department Head Signature

09/24/2019

Date

Finance Department	
Entered:	
By:	

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

LEASE
BETWEEN GAYLORD COMMUNITY SCHOOLS
AND THE COUNTY OF OTSEGO

THIS GROUND LEASE AGREEMENT, made this 22nd day of October, 2019 by and between the COUNTY OF OTSEGO, a municipal corporation, hereinafter referred to as the "County", and the GAYLORD COMMUNITY SCHOOLS, hereinafter referred to as the "School".

WHEREAS, the County is the fee simple owner of the land hereinafter described in paragraph 1.01 consisting of approximately 1.05 acres;

WHEREAS, the School is empowered by statute including, but not limited to, Section 1132 of the School Code of 1976 as amended to acquire interest in real and personal property for educational purposes; and

WHEREAS, the School desires to facilitate, construct, operate and maintain a public high school complex on said land; and

WHEREAS, the County is desirous of fostering, promoting and assisting the School in meeting its statutory duties to provide public education for the benefit of the citizens in its district and in this county; and

WHEREAS, the School is therefore desirous of acquiring the exclusive use of the land for that purpose in accordance with plans and specifications being prepared by its architects, engineers and contractors; and

WHEREAS, the School, for the purpose of facilitating the establishment of a high school complex, has undertaken financial and contractual obligations;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed between the parties as follows:

ARTICLE I
DESCRIPTION, CONDITION AND USE OF LAND

1.01 Grant:

The County, in consideration of the rent to be paid and the covenants to be performed by the School, does hereby lease to the School and the School hereby rents from the County the following land situated in the Township of Livingston, County of Otsego, State of Michigan and legally described as follows:

Commencing at the South ¼ corner of Section 27, Town 31 North, Range 3 West; thence North 00°07'50" East, along the North-South ¼ line of said section, 2114.16 feet; thence North 89°52'10" West 568.74 feet to the Point of Beginning; thence South 16°51'02" West 304.01 feet; thence South 86°23'19" West 150.65 feet; thence North 02°42'32" West 49.54 feet; thence 389.20 feet along the arc of a curve to the right, said curve having a radius of 239.64 feet, delta angle of 93°03'13", and chord of North 43°49'04" East 347.81 feet to the Point of the Beginning. Said Parcel contains 1.05 acres of land, more or less.

SUBJECT TO ALL valid agreements, covenants, easements and restrictions, if any.

This legal description of the real estate being leased by the School from the County shall be hereafter referred to in the Lease as "the land".

1.02 Condition of Land:

The School has inspected the land and agrees to accept the same in its present "as is" condition and subject to all zoning laws, ordinances affecting the land, the easement for highway purposes as set forth in the legal description to the land and any matter that would be discoverable upon an inspection and survey of the land. The School shall comply with all Miss Dig requirements.

1.03 Use of Land:

The land shall be used for the sole purpose of facilitating an educational trades program whereby students are trained to use heavy equipment to excavate the land. Any use not consistent with this purpose is prohibited and action may be taken by the County pursuant to Section 2.04 herein.

ARTICLE II
OWNERSHIP

2.01 Warranty:

Subject to 1.02 hereof, the County warrants that it is the owner of the premises, in fee simple, and that it has the full right to enter into this Lease and warrants that the School shall have full power and right of possession to the land during the term and in accordance with the conditions of the Lease. These warranties are limited to the School.

2.02 Transfer of Ownership:

The County shall not, during the term of this Lease or any extensions or renewals thereof, convey or transfer any of its ownership interest, in fee simple or otherwise, in the land to any other person or entity.

2.03 Liens:

Neither the County nor the School shall be permitted to encumber the land leased herein to the School in any form or for any reason including, but not limited to, pledging said land as security or

permitting any lien to be placed upon said land. If any lien or encumbrance were to be placed upon said land, the County and the School shall have the right to take whatever action is necessary to remove and discharge the encumbrance or lien and to obtain reimbursement from the party incurring the lien for any amounts paid, together with any reasonable costs and attorney fees incurred by the party to remove any lien or encumbrance.

2.04 Assignment, Transfer and Sublease:

The School shall not sublease, assign or transfer any portion of its interest created by this Lease. If this occurs or is attempted, the County shall have the right to take whatever action is necessary to prevent, cancel or nullify said action and to obtain reimbursement from the School for any amounts paid, together with any reasonable costs and attorney fees incurred by the County in preventing, canceling or nullifying the actual or attempted sublease, assignment or transfer.

ARTICLE III
TERM AND RENT

3.01 Term:

The term of this Lease shall commence on the date this Lease is signed and shall continue for a period of three (3) years from said date. Expiration of the term, unless extended by the parties hereto or their successors, shall therefore be at midnight three (3) years after the date this Lease is signed. The School shall have the option and right to extend this Lease under terms and conditions mutually agreed upon by the parties if, at the expiration thereof, said land is still being occupied by the School and being used for the purpose of providing public education under the laws of this state. The School may exercise this option by giving the County notice of such extension at least ninety (90) days prior to the expiration of the Lease.

Either party may terminate this Lease, with or without cause, upon providing written notice thirty (30) days prior to the expiration of the original term or any renewal term of this Lease.

3.02 Rent:

The School shall pay to the County as rent for the land for the term of this Lease the sum of One Dollar (\$1.00)

3.03 Land Condition:

Upon conclusion of the Lease, the land must be completely filled in, leveled and grass planted to return it to its original state.

ARTICLE IV
INDEMNIFICATION OF COUNTY

4.01 Liability:

Throughout the term of this Lease, the School hereby agrees to indemnify and hold the County harmless from any and all claims or demand for loss of or damage to property or for injury or death to any person from any cause whatsoever while in, upon or about the leased land. The parties reaffirm that the School shall be in exclusive possession and control of the land and that the County shall not be responsible for the condition of or any activities conducted upon said land by the School or any other persons or entities.

4.02 Insurance:

The School agrees to maintain, throughout the term of this Lease, at its sole cost and expense, comprehensive insurance against property damage and personal injury arising out of the construction upon, occupancy and use of said land. Although expressly relinquishing all rights of possession and control of the land and liability related thereto, for the further protection of the County, the School agrees to have the County named as an additional insured on all such policies of insurance obtained by the Schools insuring for property damage or personal injury as above-described.

ARTICLE V
CONSTRUCTION OF AGREEMENT

5.01 Amendment:

This Lease represents the entire agreement between the parties regarding the lease of the land and easement. Except as expressly referred to herein, no oral or written, prior or contemporaneous agreements shall have any force or affect. This Lease may be amended, altered or modified only if done so in writing, signed by both parties hereto and only after authority for any such amendment, alteration or modification has been obtained by the necessary approval of the governing boards for the respective parties.

5.02 Construction:

This Lease shall be construed and interpreted according to the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this Lease.

BOARD OF COMMISSIONERS OF
THE COUNTY OF OTSEGO

GAYLORD COMMUNITY SCHOOLS

By: Ken Borton
Its Chairman

By: Brian Pearson
Its Superintendent

Witnesses:

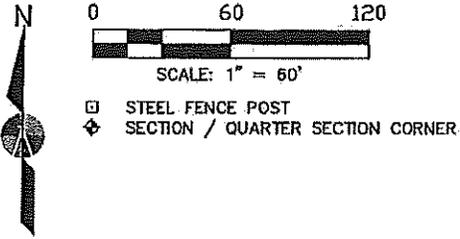
Witnesses:

STATE OF MICHIGAN)
COUNTY OF OTSEGO)ss

On this 22nd day of October, 2019 before me, a Notary Public in and for said County, personally appeared the above-named to me personally known and made oath that they have themselves read the foregoing Lease by them subscribed, know the contents thereof, and that the same is true of their own knowledge except as to the matters which are therein stated to be upon their information and belief and as to those matters they believe it to be true.

Susan I. Defeyter
Notary Public, County of Otsego
Commission Expires:

CERTIFICATE OF SURVEY



Center 1/4 corner
Section 27, T31N, R3W
Otsego County Monument
recorded at Liber 4,
Page 136

495.41'

Approximate centerline
of Stadium Blvd.

L=389.20'
R=239.64'
Δ=93°03'13"
CH=N43°49'04"E
347.81'

A
1.05 AC.

N89°52'10"W 568.74'

N631175.22
E19607694.95

S16°51'02"W 304.01'

2114.16'

N00°07'50"E 2609.57'

N02°42'32"W
49.54'

S86°23'19"W 150.65'

N630874.78
E19607456.48

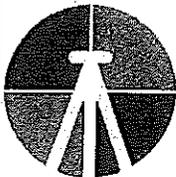
N630884.27
E19607606.83

South 1/4 corner
Section 27, T31N, R3W
Otsego County Monument
Conc. Mon. N45°E 47.80'
1/2" rod & cap East 33.04'
Conc. Mon. S46°W 46.57'
Conc. Mon. N43°W 46.89'

I, Ronald C. Brand, Licensed Professional Surveyor number 43046 in the State of Michigan, hereby certify to: The County of Otsego 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 plot 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



Brand Land Surveying LLC
533 Greenfield Drive
Gaylord, Michigan 49735
989-732-8077
www.brandlandsurveying.com

MEASURED BEARINGS AND COORDINATES ARE BASED ON THE NAD83(2011) MICHIGAN CENTRAL STATE PLANE GRID.

MEASURED DISTANCES SHOWN ARE NAD 83 MICHIGAN CENTRAL ZONE STATE PLANE GRID IN INTERNATIONAL FEET. CONVERSION TO GROUND DISTANCE IS PERFORMED BY DIVIDING THE GRID DISTANCE BY THE COMBINED GRID FACTOR WHICH IS 0.999854024

CLIENT: Otsego County

LOCATION:
Section 27, T31N, R3W
Livingston Township
Otsego County

FLD. BK. 5286 Pg. 5

DATE: 10/16/2019

SHEET 1 OF 2 FILE NO. 195279

CERTIFICATE OF SURVEY

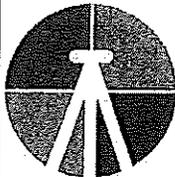
DESCRIPTION: A parcel of land situated in the Township of Livingston, County of Otsego, State of Michigan, and described as:

Commencing at the South 1/4 corner of Section 27, Town 31 North, Range 3 West; thence North 00°07'50" East, along the North-South 1/4 line of said section, 2114.16 feet; thence North 89°52'10" West 568.74 feet to the Point of Beginning; thence South 16°51'02" West 304.01 feet; thence South 86°23'19" West 150.65 feet; thence North 02°42'32" West 49.54 feet; thence 389.20 feet along the arc of a curve to the right, said curve having a radius of 239.64 feet, delta angle of 93°03'13"; and chord of North 43°49'04" East 347.81 feet to the Point of Beginning. Said Parcel contains 1.05 acres of land, more or less.

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



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



Brand Land Surveying LLC
533 Greenfield Drive
Gaylord, Michigan 49735
989-732-8077
www.brandlandsurveying.com

CLIENT: Otsego County
LOCATION: Section 27, T31N, R3W
Livingston Township
Otsego County
FLD. BK. 5286 pg. 5
DATE: 10/16/2019
SHEET 2 OF 2 FILE NO. 195279

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in Room 100 at the County Building, 225 W. Main St., Gaylord, Michigan on the 22nd day of October, 2019 beginning at 9:30 a.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Commissioner: _____.

RESOLUTION NO. OCR 19-23
AUTHORIZING RESOLUTION
OTSEGO COUNTY BOARD OF COMMISSIONERS
October 22, 2019

OTSEGO COUNTY RESOLUTION IN SUPPORT OF LINE 5 TUNNEL

WHEREAS, Enbridge's Line 5 has been operating safely and reliably in Straits of Mackinac for more than 66 years; and

WHEREAS, Enbridge's Line 5, a light crude and natural gas liquids pipeline, helps to safely meet Michigan's energy needs by fulfilling more than half of the propane needs of the state; and

WHEREAS, the products delivered to regional refineries provide jobs and ultimately fuel our lives; and

WHEREAS, multiple and extensive inspections and safety tests over the last several years have confirmed the integrity of Line 5 at the Straits of Mackinac as fit for service.

WHEREAS, Consequences to energy supply, local producers, regional airports and refineries, jobs, local economies and the pocketbook of Michiganders across the entire state are too great for Line 5 to be shut down before the tunnel replacement can be completed;

WHEREAS, Issues have been raised by several concerned parties regarding the possibility and impact of a breach of Line 5 into the Straits of Mackinac. These concerns have resulted in the State of Michigan and Enbridge negotiating an "agreement" for a 5 year \$500 million project, to construct a tunnel 100 feet below bedrock to encase Line 5, the entire length of the Straits, in one-foot-thick concrete walls in order to mitigate the chances of any leaks of product into the Great Lakes.

WHEREAS, the recently elected Michigan Attorney General, Dana Nessel, has subsequently opposed the negotiated "agreement" and filed a lawsuit in Ingham County Circuit Court to close down Line 5 immediately effectively canceling all efforts to begin construction of the tunnel; and

WHEREAS, this action may very well provide unintended consequences for all parties as the litigation to close down Line 5 may take years to be resolved in the courts with no assurance of the outcome and;

WHEREAS, the time to resolve the litigation may simply result in the delay of the start of the construction of the tunnel thereby leaving the existing Line 5 in place unnecessarily for several additional years.

WHEREAS, Enbridge has demonstrated a willingness to work with the state to both protect the Great Lakes and ensure the continued safe delivery of energy we all rely on.

NOW, THEREFORE, BE IT RESOLVED that the Otsego County Board of Commissioners hereby joins with Baraga, Delta, Dickinson, Gogebic, Houghton, Iron, Mackinac, Marquette, Ontonagon, Cheboygan, and Grand Traverse Counties and the Michigan Association of Counties (MAC) in extending its support for Enbridge's proposed tunnel replacement project and urges the State of Michigan to work with Enbridge to complete the tunnel project as quickly as possible and not disrupt Line 5 service before the tunnel can be completed.

AND, BE IT FURTHER RESOLVED that Otsego County sends this resolution to all counties of Michigan as an invitation to join in expressing support for increasing the safety of our current energy infrastructure as our society simultaneously seeks energy efficiencies and energy alternatives that will continue to reduce negative impacts and risks to our environment.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES:

NO:

ABSTAIN:

THE RESOLUTION WAS DECLARED ADOPTED.

Kenneth C. Borton, Chairman

Susan I. DeFeyter, County Clerk

STATE OF MICHIGAN)
 §
COUNTY OF OTSEGO)

The undersigned, being the duly qualified and acting Clerk of the County of Otsego, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the Otsego County Board of Commissioners at its regular meeting held on the 22nd day of October, 2019, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that the minutes of such meeting were kept and will be or have been made available as required thereby.

Susan I. DeFeyter, County Clerk

DATED: _____, 2019

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in Room 100 at the County Building, 225 W. Main St., Gaylord, Michigan on the 22nd day of October, 2019 beginning at 9:30 a.m.

PRESENT:

ABSENT:

The following preamble and resolution was offered by Commissioner: _____.

RESOLUTION NO. OCR 19-24
AUTHORIZING RESOLUTION
OTSEGO COUNTY BOARD OF COMMISSIONERS
October 22, 2019

OTSEGO COUNTY RESOLUTION IN SUPPORT OF PRESIDENT DONALD TRUMP

Whereas, I, Commissioner Henry Mason, request that the resolution, as it is written be placed on the agenda the next Board of Commissioners meeting, October 22, 2019.

NOW, THEREFORE, BE IT RESOLVED, the Otsego County Board of Commissioners, resolves to support President Trump, against any Bill of Impeachment.