

September 22, 2020

The regular meeting of the Otsego County Board of Commissioners was held at 225 West Main Street, Room 100 Gaylord, Michigan 49735. Due to the novel Coronavirus pandemic, this meeting was held remotely for the public in compliance with Governor Whitmer's Executive order 2020-154 and 2020-160. The meeting was called to order at 9:30 a.m. by Chairman Ken Borton. Invocation by Commissioner Julie Powers, followed by the Pledge of Allegiance led by Ken Glasser.

Roll Call:

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

Consent Agenda:

Motion by Commissioner Julie Powers, seconded by Commissioner Doug Johnson, to approve the Regular Minutes of September 8, 2020 with attachments. Ayes: Unanimous. Motion carried.

Motion by Commissioner Julie Powers, seconded by Commissioner Doug Johnson, to approve OCR 20-19 Discharge of Mortgage to Lawrence C. Hayes and Connie J. Hayes.

Roll Call Vote:

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 Julie Powers, seconded by Commissioner Doug Johnson, to approve the easement agreement. Ayes: Unanimous. Motion carried. (see attached)

Department Head Reports:

Jackie Skinner, Director of the Otsego County Library, reported the security cameras have been installed, received grant funding; bike parking installed at the main library; makerspace received funding sources; Otsego wildlife legacy society has granted 5,000 towards a story walk at the Vanderbilt trailhead, rotary is installing it; new services at the library, offering online library card registration; auto-renewal of checked out items; started a sidewalk library; circulating WIFI hotspots coming soon; Otsego County Library app coming soon; continue digitization of the Herald Times; thanked the wonderful library staff for all of their hard work.

Committee Reports:

Motion by Commissioner Ken Glasser, seconded by Commissioner Henry Mason, to award the bid for the Royal Crest demolition project to the low bidder Bolle Contracting for \$129,669. Ayes: Unanimous. Motion carried.

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito, to award the bid for the County Building front entrance project to the low bidder Griffith Builders Inc. for \$97,500. 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 Paul Liss, to approve the Airport Special events fund budget amendment for \$2,500 for light poles and flags at the airplane display. Ayes: Julie Powers, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown. Nays: Henry Mason. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Julie Powers, to approve the FOC fund budget amendment for \$6,000 for laptop computers. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Doug Johnson, to approve the Groen Preserve fund budget amendment for \$25,000 for tree removal services. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Duane Switalski, to approve the legal expense fund budget amendment for \$20,000 for the remainder of 2020. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito, to approve the 2020 L-4029 tax rate request form and to reduce the recycling millage to .25 mills, which is a .1 mill reduction from the voter-approved .35 millage rate. Ayes: Unanimous. Motion carried.

**Administrator's Report:**

Rachel Frisch thanked the Board for the recycling millage reduction; the National Guard held COVID testing at the fairgrounds, 108 people were tested; economic alliance is moving forward with Accerlate Otsego program this fall; Economic alliance received money for small businesses for the Michigan small business restart program; budget season; COVID funding approved to cover the hazardous pay; trail head project update.

City Liaison, Township & Village Representative: None

Correspondence: None.

**New Business:**

Motion by Commissioner Rob Pallarito, seconded by Commissioner Duane Switalski, to approve the September 15, 2020 Warrant in the amount of \$157,655.54. Ayes: Unanimous. Motion carried.

Motion by Commissioner Henry Mason by Commissioner Doug Johnson, to approve the September 22, 2020 Warrant in the amount of \$166,938.99. Ayes: Unanimous. Motion carried.

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Julie Powers had no report.

Commissioner Henry Mason visited the County Park playground, spoke of using rubber coating instead of replacing; Board of Commissioner's salary, happy where he is at.

Commissioner Rob Pallarito attended the Otsego Lake Township meeting, refund from the Iron Belle project; attended the Pigeon River council subcommittee meeting.

Commissioner Ken Glasser reported on the Road Commissioner, hired a new manager.

Commissioner Bruce Brown reported on EMS paramedic pay.

Commissioner Paul Liss had no report.

Commissioner Doug Johnson reported on the Parks and Recreation meeting; working on Irontone Springs trail signage, replacing fencing; Groen Nature Preserve opened after tree cleanup; camping numbers are way up from last year, both Halloween camping weekends are booked.

Commissioner Ken Borton attend the Planning Commissioner meeting; request for a portion of Georgia Pacific property to be rezoned from residential to industrial was voted down.

Meeting adjourned at 10:46 a.m.

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Kenneth C. Borton, Chairman

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Susan I. DeFeyter, Otsego County Clerk



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 22<sup>nd</sup>, day of September, 2020, 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 of such meeting were kept and will be or have been made available as required thereby.

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Susan I. DeFeyter, County Clerk

DATED: \_\_\_\_\_, 2020

## EASEMENT AGREEMENT

This Easement Agreement (Agreement) is entered into on \_\_\_\_\_ between Sunset Property Rentals, LLC, a Michigan Limited Liability Company, of 827 Michaywe Drive, Gaylord, Michigan 49735 (Grantor 1), Corey Harmer, of P.O. Box 1364, Gaylord, Michigan 49734 (Grantor 2), and Jennifer Harmer, of 820 S. Court Avenue, Gaylord, Michigan 49734 (Grantor 3), and the County of Otsego, a Michigan Municipality, of 225 W. Main Street, Gaylord, Michigan 49735 (Grantee), and on the terms and conditions set forth below:

1. **Background.** Grantor 1 is the fee title owner of real property known as 203 W. Seventh Street, Gaylord, Michigan 49735, identified as parcel # 101-104-000-485-00 and legally described on the attached Exhibit A (Grantor 1 Parcel). Grantor 2 is the fee title owner of real property known as 814 S. Court Avenue, Gaylord, Michigan 49735, identified as parcel # 101-104-000-475-02 and legally described on the attached Exhibit B (Grantor 2 Parcel). Grantor 3 is the fee title owner of real property known as 820 S. Court Avenue, Gaylord, Michigan 49735, identified as parcel # 101-104-000-475-06 and legally described on the attached Exhibit C (Grantor 3 Parcel). Grantee is the fee title owner of real property identified as parcel # 101-104-000-475-05 and legally described on the attached Exhibit D (Grantee Parcel). Grantee desires to acquire a temporary grading easement over portions of properties described as Grantor 1 Parcel, Grantor 2 Parcel and Grantor 3 Parcel (collectively referred to as "Grantor Parcels"), to complete all work necessary and incident to the demolition of the former Royal Crest Motel located on Grantee Parcel. Grantor 1, Grantor 2 and Grantor 3 (collectively referred to as "Grantors"), have agreed to grant a temporary grading easement over portions of Grantor Parcels for the benefit of the Grantee in accordance with the terms set forth in this Agreement.

2. **Conveyance of the Temporary Grading Easement.** Grantors grant and convey a temporary grading easement for the benefit of Grantee over the Grantor Parcels as shown on attached Exhibit E (Easement) to access and use Grantor Parcels until such time that all work necessary and incident to the demolition of the former Royal Crest Motel located on Grantee Parcel is completed.

3. **Use of the Easement.** The use of the rights granted under this Agreement by the Grantors shall occur only in the area described and shown in Exhibit E and as stated by the Surveyor. The Easement given to the Grantee is temporary and is solely to allow access and use of Grantor Parcels until such time that all work necessary and incident to the demolition of the former Royal Crest Motel located on Grantee Parcel is completed.

4. **Restoration.** Following completion of all work necessary and incident to the demolition of the former Royal Crest Motel located on Grantee Parcel, Grantee shall, at its own expense, repair and restore, to its original condition, any portion of the Easement damaged or disturbed as part of any work necessary and incident to the demolition of the former Royal Crest Motel located on Grantee Parcel.

5. **Insurance.** Grantee shall obtain liability insurance to cover any liabilities that arise as a result of Grantee's right to use of the Easement.

6. **Indemnification.** Grantee agrees to indemnify and hold Grantors 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 or use of the Easement, by themselves, their agents, employees, representatives, contractors, guests, and invitees. This provision shall survive the termination of this Agreement.

7. **Termination.** This Easement shall terminate at the conclusion of all work necessary and incident to the demolition of the former Royal Crest Motel located on Grantee Parcel.

8. **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.

9. **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.

10. **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 or 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.

11. **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.

12. **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 all the parties.

13. **Exhibits.** Five exhibits are attached to and are a part of this Agreement. They are:

Exhibit A - legal description of Grantor 1 Parcel;

Exhibit B - legal description of Grantor 2 Parcel;

Exhibit C - legal description of Grantor 3 Parcel;

Exhibit D - legal description of the Grantee Parcel; and

Exhibit E - drawing and legal description of the Easement.

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

OTSEGO COUNTY

SUNSET PROPERTY RENTALS, LLC

\_\_\_\_\_  
Ken Borton, Chairman  
Otsego County Board of Commissioners  
Dated: \_\_\_\_\_

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

COREY HARMER

JENNIFER HARMER

\_\_\_\_\_  
Corey Harmer  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Jennifer Harmer  
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 Corey Harmer, Jennifer Harmer and [name of representative of Sunset Property Rentals, LLC].

\_\_\_\_\_  
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**

**LEGAL DESCRIPTION OF GRANTOR 1 PARCEL:**

**COMMENCING AT A POINT ON SOUTH LINE OF 7TH STREET IN LINE WITH WEST  
LINE OF COURT STREET THEN SOUTH 220 FEET WEST 100 FEET NORTH 220 FEET  
EAST 100 FEET ALONG 7TH. STREET TO POINT OF BEGINNING SEC. 4T 30N R3W  
DESCRIPTION CORRECTED PER ASSESSOR 2002.**

**EXHIBIT B**

LEGAL DESCRIPTION OF GRANTOR 2 PARCEL:

COMMENCING 220 FEET SOUTH OF INTERSECTION OF S/L OF 7TH STREET & WEST LINE OF COURT STREET, THEN CONTINUE SOUTH 110 FEET, SOUTH 89 DEG WEST 110 FEET NORTH 110 FEET, SOUTH 89 DEG EAST 110 FEET TO POINT OF BEGINNING CITY OF GAYLORD.

**EXHIBIT C**

LEGAL DESCRIPTION OF GRANTOR 3 PARCEL:

PART OF THE SE1/4 OF SEC 4, T30N R3W, CITY OF GAYLORD, COMM AT THE S 1/4 CORNER OF SEC 4, TH NOODEG 42'00"W 929.51 FT, TH ALG THE N 1/4 LINE OF SEC 4, TH N89DEG 16'01"E 322.51FT ALG THE S LINE OF SEVENTH ST, TH S 00 DEG S05'50" W 330.01 FT, TO THE POBTH N 89DEG16'01" E 110.02FT, TH S00DEGO6'O6"W 127.. 3 5 FT, TH N76DEG 36'23"W 113.03 FT, TH N 00 DEG 05'50"E 99.77 FT TO THE POB CONT .29 ACRES SURVEY JOB NUMBER GSU6230-01G BY WADE TRIMMM NOT RECORDED.

**EXHIBIT D**

LEGAL DESCRIPTION OF THE GRANTEE PARCEL:

COMM AT THE S 1/4 CORNER OF SEC 4 AND PROCEEDNG N 0DEG42'00"W 620.95 FT ALG THE N-S ¼ LINE AND N 89DEG16'20"E 33 FT TO THE POB, TH N 0DEG42'00"W 308.48 FT ALG THE E LINE OF OLD 27 SOUTH, TH N 89DEG16'20"E, ALG THE SOUTH LINE OF SEVENTH ST, TO A PT THAT IS 100 FT WEST OF THE INTERSECTION OF THE S LINE OF SEVENTH ST AND THE WEST LINE OF COURT ST, TH S 0DEG05'40"W 330. FT, TH N 89DEG16'20"E 110.00 FT, TH S 0DEG05'40" W 127.43 FT ALG THE W LINE OF COURT ST, TH N 76 DEG35'55"W 291.81 FT, TH N 0DEG42'00"W 77.68 FT, TH S 89DEG16"20"W 110.00 FT, TO THE POB EXCEPT PART OF THE SE1/4 OF SEC 4, T30N R3W, CITY OF GAYLORD, COMM AT THE S ¼ CORNER OF SEC 4, TH N 00DEG42'00"W 929.51 FT, TH ALG THEN 1/4 LINE OF SEC 4, TH N 89DEG16'01"E 322.51 FT ALG THE S LINE OF SEVENTH ST, TH S 00DEG05'50" W 330.01 FT, TO THE POB TH N 89DEGI6'01" E 110.02FT, TH S 00DEG06'06"W 127.35 FT, TH N 76DEG36'23"W 113.03 FT, TH N 00 DEG05'50"E 99.77 FT TO THE POB CONT .29 ACRES

EXHIBIT E

DRAWING AND LEGAL DESCRIPTION OF THE EASEMENT

AS TO GRANTOR 1 PARCEL AND GRANTOR 2 PARCEL:

A 10 foot wide temporary grading easement on part of the Southeast 1/4 of Section 4, T30N, R3W, City of Gaylord, Otsego County, Michigan, the West line being described as: Commencing at the South 1/4 corner of said Section 4; thence N00°42'00"W, 929.51' along the North-South 1/4 line of said Section 4; thence N89°16'01"E, 322.51' along the South line of Seventh Street to the Point of Beginning of the West line of said 10 foot wide temporary grading easement; thence S00°05'50"W, along the West line of said 10 foot wide temporary grading easement, 429.78' to the Point of Ending of the West line of said temporary grading easement.

AS TO GRANTOR 3 PARCEL:

PART OF THE SE1/4 OF SEC 4, T30N R3W, CITY OF GAYLORD, COMM AT THE S 1/4 CORNER OF SEC 4, TH NOODEG 42'00"W 929.51 FT, TH ALG THE N 1/4 LINE OF SEC 4, TH N89DEG 16'01"E 322.51FT ALG THE S LINE OF SEVENTH ST, TH S 00 DEG S05'50" W 330.01 FT, TO THE POBTH N 89DEG16'01" E 110.02FT, TH S00DEGO6'06"W 127.. 3 5 FT, TH N76DEG 36'23"W 113.03 FT, TH N 00 DEG 05'50"E 99.77 FT TO THE POB CONT .29 ACRES SURVEY JOB NUMBER GSU6230-01G BY WADE TRIMMM NOT RECORDED.



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**FUND/DEPARTMENT:** Airport Special Events

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** Lighting and Flags

**REVENUE**

Account Number	Decrease	Increase
282-030-400.001 Budgeted Use of Fund Balance	\$	\$ 2,500
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$	\$ 2,500

**EXPENDITURE**

Account Number	Increase	Decrease
282-537-726.000 Supplies	\$ 2,500	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$ 2,500	\$

Department Head Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

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



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**FUND/DEPARTMENT:** Friend of the Court

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** FOC Computers

**REVENUE**

Account Number	Decrease	Increase
215-030-400.001 Budgeted Use of Fund Balance	\$	\$ 6,000
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$	\$ 6,000

**EXPENDITURE**

Account Number	Increase	Decrease
215-141-970.400 Property Computers	\$ 6,000	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$ 6,000	\$

Department Head Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

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



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**FUND/DEPARTMENT:** Groen Preserve

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** Tree Removal - Storm Damage

**REVENUE**

Account Number	Decrease	Increase
209-050-400.001 Budgeted Use of Fund Balance	\$	\$ 25,000
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$	\$ 25,000

**EXPENDITURE**

Account Number	Increase	Decrease
209-751-940.010 Outside Contracted Services	\$ 25,000	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$ 25,000	\$

Department Head Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

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



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**FUND/DEPARTMENT:** General Fund/Legal Defense

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** Legal Expenses for fiscal year 2020

**REVENUE**

Account Number	Decrease	Increase
280-050-699.030 Other Source - Transfers	\$	\$ 20,000
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$	\$ 20,000

**EXPENDITURE**

Account Number	Increase	Decrease
101-941-999.010 Contingency	\$	\$ 20,000
101-962-999.000 Transfer Out - Lgl Dfs Fund	\$ 20,000	\$
280-270-801.020 Professional	\$ 20,000	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$ 40,000	\$ 20,000

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

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

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

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