

GAYLORD CITY COUNCIL
AGENDA FOR MEETING OF November 28, 2011
7:00 P.M., CITY COUNCIL CHAMBERS
305 EAST MAIN ST, ROOM 125
GAYLORD MI 49735

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Corrections, Deletions or Amendments to Agenda
6. Approval of Minutes
7. Public Hearings
8. Communications
9. Mayor's Report
10. Council Member's Report
11. City Manager's Report
12. City Attorney's Report
13. Chief of Police Report
14. City Clerk's Report
15. City Treasurer's Report
16. DPW Superintendent's Report
17. DDA Executive Director's Report
18. County Liaison's Report
19. Chamber of Commerce Report
20. Public Comment by Citizens

A. UNFINISHED BUSINESS:

1. Resolution – Opt-Out of Publicly Funded Health Insurance – Contribution Act

B. NEW BUSINESS:

1. Resolution Third Amendment to Transfer Property between City and Livingston Township
2. Police Vehicle Discussion
3. Appointment of Barb Hoekstra to Zoning Board of Appeals

**THIRD AMENDMENT TO JOINT
AGREEMENT FOR CONDITIONAL TRANSFER OF
PROPERTY BETWEEN LIVINGSTON TOWNSHIP AND THE
CITY OF GAYLORD, OTSEGO COUNTY, MICHIGAN**

This Third Amendment to that certain Joint Agreement For Conditional Transfer Of Property Between Livingston Township And The City Of Gaylord, Otsego County, Michigan dated February 27, 1997, made between the Township of Livingston (hereinafter "Township") and the City of Gaylord (hereinafter "City"), is made this ____ day of _____, 2011.

WHEREAS, Township and City entered into the aforesaid contract on February 27, 1997;

and

WHEREAS, said contract provided for the transfer of the subject property in three phases;

and

WHEREAS, said contract was heretofore amended on August 26, 2002; and

WHEREAS, said contract was again amended on August 23, 2004; and

WHEREAS, said contract remains in full force and effect and the property described therein remains subject to the terms and conditions of said contract; and

WHEREAS, the said contract provided that the property described in Exhibit C-1 thereto would be annexed to the City upon the expiration or termination of the term of the Agreement as to said property; and

WHEREAS, the term as to the property described in Exhibit C-1 is due to expire on February 27, 2012; and

WHEREAS, City and Township desire to extend said contract until such time as the property described in Exhibit C-1 has effectively been annexed to the City by petition to the State Boundary Commission; and

WHEREAS, the term of the said Agreement as to the property described in Exhibit C-2 is for a twenty (20) year term that commenced on September 28, 2004; and

WHEREAS, the parties have noticed that the Second Amendment to said Agreement contains a typographical omission which should properly be corrected; and

WHEREAS, this Third Amendment has been approved by the legislative bodies of both Township and City.

NOW THEREFORE, It Is Agreed that the aforesaid contract is hereby amended and/or revised as follows:

1. That the term of the property described in Exhibit C-1 shall be and is hereby extended for a period which will expire simultaneously with the effective date of annexation of the property to the City.

2. The parties agree to promptly jointly petition the State Boundary Commission for the annexation of the property described in Exhibit C-1 to the City.

3. That in the event that it is found necessary that this Agreement terminate before the said annexation may be effective, the parties agree to proceed with the joint petition for annexation following such termination.

4. That paragraph C.1.b. as amended in the Second Amendment to the said contract (which Amendment is dated August 23, 2004) should properly read as follows:

"The territory described in Exhibit C-2 as part of this Agreement shall be for a 20 year period that begins after utilities are made available to the territory described in Exhibit C-1 and at such time as written request is made by any property owner(s) within the C-2 territory for services. At such time, all of the C-2 territory except that portion on which any part of the golf course is situated shall come within the jurisdiction of the City. Thereafter, that portion of the C-2 territory on which any part of the golf course is situated shall come within the jurisdiction of the City as of December 31, 2008. Provided, however, that the said 20 year period as to the entire C-2 territory shall commence when the first of the C-2 territory comes within the jurisdiction of the City pursuant to this paragraph. Until such time as said territory comes within the jurisdiction of the City as aforesaid, the territory, or any part thereof, shall remain under the jurisdiction of the Township. Provided, however, that if the said term as to the territory described in Exhibit C-2 has not commenced on or before January 1, 2009, then and in such event the territory shall no longer be subject to this Agreement and will remain under the jurisdiction of the Township."

5. City and Township do further agree that the term of the said Agreement as to the property described in Exhibit C-2 is for a 20 year period that commenced on September 28, 2004.

In all other respects the contract is to remain in full force and effect as written and heretofore amended.

IN WITNESS WHEREOF, the parties have hereunto executed the within document the date and year first above written by the authority of their respective legislative bodies.

TOWNSHIP OF LIVINGSTON, a Michigan municipal corporation

Witness

Witness

Witness

Witness

By: _____
Norman Brecheisen
Its: Supervisor

By: _____
Elizabeth Mench
Its: Clerk

CITY OF GAYLORD, a Michigan municipal corporation

Witness

Witness

Witness

Witness

By: _____
John Jenkins
Its: Mayor

By: _____
Rebecca A. Curtis
Its: Clerk

**City of Gaylord
Report of 425 and Intergovernmental Agreements
September 15, 2011**

Name and Type	Township	Date	Period	Renewal	Termination	Intent	Revenue Sharing
Osego Club, 425	Livingston	1997 Amended – 2002 Amended 2004	C-1 – 15 Years C-2 – 20 Years, All but Golf Course came into City 2005, Golf Course came in 2009	None	C-1 - 2012 C-2 - 2024 C-3 - 2027	Annexation	Equal to Twp Levy
Citgo & GFS, 425	Livingston	1995 Amended 2000	C-3 – 30 Years 5 Years	None	10/23/2005	Annexation	Equal to Twp Levy
Elam, Graham and Skettle, 425	Livingston	1990 Amended 2005	5 Years	Auto 5 Year Renewal	3/31/2015	Annexation	Equal to Twp Levy
Beaudoin, 425	Livingston	2005	10 Years	Mutual Consent	6/30/2015	Annexation	Taxable Value x 3.5 mills
Walgreen, 425	Livingston	2005	10 Years	Mutual Consent	12/22/2016 (10 years if/when serviced by utilities)	Annexation	Taxable Value x 3.5 mills
Old 27 South, McCoy to I-75, 425	Bagley	1996 Amended 2004	18 Years	Mutual Consent, 10 Years	3/31/2015	Annexation	None
Industrial Park, 425	Bagley	2000	50 Years	Mutual Consent	7/1/2050	Annexation if Contiguous	Taxable Value x 1.5 mills
Meijers (Good Will), 425	Bagley	2007	25 Years	Mutual Consent	9/27/2032	Annexation if Contiguous	2008-2015 Taxable Value x 5 mills 2016-2032 Taxable Value x 2.5 mills
ABC Warehouse, Home Depot, BC Pizza, Pine RG Properties (former Walmart), Quaal, Berg/Wegmeyer, <i>Annexation, Interlocal Agreement</i>	Bagley	2001	50 Years	None	2051		Taxable Value x 1.5 mills
JR Ventures, <i>Annexation, Interlocal Agreement</i>	Bagley	2003	50	None	2053		Taxable Value x 1.5 mills

Agreements Held in Abeyance Until Property is Developed

Name and Type	Township	Date	Period	Renewal	Termination	Intent	Revenue Sharing
Pendragon, Wyatt, 425	Livingston	2005	10 Years	Mutual Consent	3/31/2015	Annexation	Taxable Value x 3.5 mills
Czarecki, 898 N. Center, 425	Livingston	2006	10 Years	None	2016	Annexation	Taxable Value x 3.5 mills

**Resolution
City of Gaylord
Opt-Out of Publicly Funded
Health Insurance Contribution Act**

WHEREAS, the City of Gaylord is a municipality in the State of Michigan; and,

WHEREAS, the State of Michigan has approved the "Publicly Funded Health Insurance Contribution Act" that applies to all public employees; and,

WHEREAS, this new Act provides an option to allow local units of government to "opt-out" of the provision that would impose either an 80% contribution factor, or "hard-cap", on all health benefit premiums that the employer pays for its employees; and,

WHEREAS, this "opt-out" provision can be adopted by the governing body each year thereby exempting the governmental unit from the requirements of this Act by a 2/3 vote of its governing body.

NOW, THEREFORE, BE IT RESOLVED, that the Gaylord City Council, acting as the governing body for the City of Gaylord, does hereby exercise its right to exempt itself and to adopt the "opt-out" provision of the "Publicly Funded Health Insurance Contribution Act" for its employees' payment of health care premiums for the calendar year beginning January 1, 2012.

Motion by _____, supported by _____,

Ayes:

Nays:

Absent:

Abstained.

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Gaylord City Council at a regular meeting held at 7:00 p.m. on Monday, _____, 2011, in the City Council Chambers, located in the Gaylord City Hall, 305 East Main Street, Gaylord, Michigan, 49735.

Rebecca Curtis, City Clerk

Dated: