

September 22, 2009

The Regular meeting of the Otsego County Board of Commissioners was held in the County Building at 225 West Main Street, Room 100. The meeting was called to order at 9:30 a.m. by Chairman Glasser. Invocation by Commissioner Bates, followed by the Pledge of Allegiance led by Commissioner Hyde.

Roll call:

Present: Erma Backenstose, Clark Bates, Paul Beachnau, Ken Glasser, Robert Harkness, Bruce Brown, Mike Hyde, Doug Johnson, Paul Liss.

Motion by Commissioner Bates, to approve the regular minutes of August 25, 2009 with attachments. Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to appoint Ken Glasser and Joe Ferrigan to the State Zoning Review Board. Ayes: Unanimous. Motion carried.

Motion to approve the Fed Ex Airport Hangar Lease renewal as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve 9-1-1 budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:

John Burt reported that Clerk/ROD remodeling has started; Courthouse painting; Jail ventilation project; website; BS&A upgrade.

Motion by Commissioner Johnson, to approve the budget amendment in the amount of \$12,000 for the purchase of the new server as part of the BS&A upgrade. Ayes: Unanimous. Motion carried. (see attached)

Department Head Report:

Rachel Frisch updated the Board on the finance department.

Elizabeth Haus reported the Village of Vanderbilt.

Correspondence:

Chairman Glasser received a public notice from NEMCOG.

Motion by Commissioner Liss, to authorize holding an Air Fair in June of 2010 at the Gaylord Regional Airport with the County having oversight over the accounting and contracts for the Air Fair. Ayes: Unanimous. Motion carried.

Motion by Commissioner Liss, to appoint Matt Barresi as the Zoning Enforcement Officer for the Gaylord Regional Airport. Ayes: Unanimous.

Motion by Commissioner Beachnau, to approve the Building and Grounds contract along with the associated budget amendment as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Beachnau, to approve the Economic Alliance Agreement as presented. Ayes: Unanimous. Motion carried. (see attached)

New Business:

Motion by Commissioner Harkness, to approve the September 15, 2009 Warrant in the amount of \$102,684.43 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Backenstose, to approve the September 22, 2009 Warrant in the amount of \$98,674.70 as presented. Ayes: Unanimous. Motion carried.

Board Remarks:

Commissioner Johnson: Criminal Justice Coordinating Committee meeting.  
Parks and Recreation meeting.

Commissioner Liss: Air show committee.  
Mental Health Board.

Commissioner Hyde: Complemented on how nice the Building looks.

Commissioner Harkness: Trailside Committee enhancement project meeting.  
NEMCOG.

Chairman Glasser: Attended Farm Bureau annual meeting.

Meeting adjourned at 10:25 a.m. at the call of the Chair.

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Kenneth R. Glasser, Chairman

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Susan I. DeFeyter, Otsego County Clerk

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT ("Lease") is made as of the 22nd day of September, 2009, between OTSEGO COUNTY/GAYLORD REGIONAL AIRPORT, a Michigan Municipal Corporation ("Landlord") and FEDERAL EXPRESS CORPORATION, a Delaware Corporation ("Tenant").**

**RECITALS:**

1. Landlord has the right to grant a leasehold interest in the premises described in this Lease.
2. Tenant desires to lease from Landlord and Landlord is willing to lease to Tenant the premises described in this Lease, in accordance with and subject to the conditions of this Lease.

**AGREEMENTS:**

FOR AND IN CONSIDERATION of the mutual covenants contained in this Lease, Landlord and Tenant (the "parties") agree as follows:

**Section 1. Lease of Premises.** Landlord leases to Tenant and Tenant leases from Landlord the premises, which consists of approximately 2600 square feet of building space in the storage building (the "Building"), commonly known as 1099 Aero Drive, Gaylord Michigan 49735, as more particularly described in Exhibit A (the "Premises") for the term described in Section 2.

**Section 2. Initial Term.** The Initial Term of this Lease (the "Initial Term") shall be for 12 months, commencing on October 1, 2009, (the "Commencement Date") and ending on September 30, 2010, (the "Expiration Date"), unless earlier terminated pursuant to the terms of this Lease.

**Section 3. Rent.**

(a) Tenant shall pay to Landlord for the Premises as rent during the Initial Term the sum of Nine Thousand Dollars (\$9,000.00), payable Seven Hundred Fifty and 00/100 Dollars (\$750.00) per month in advance on the first day of each month during the Initial Term ("Rent"), with the first installment of Rent due on the Commencement Date.

(b) Rent shall be paid to Landlord at the address set forth in Section 22 or at such other address as Landlord may from time to time designate.

(c) If Tenant defaults in the payment of rent, or defaults in the performance of any other covenants or conditions hereof, Landlord may give Tenant notice of such default and if Tenant does not cure said default within 10 days after the giving of said notice (or if such other default is of such a nature that cannot be completely cured within such period, if Tenant does not commence such curing within 10 days and thereafter with reasonable diligence and in good faith and cure default), then Landlord may terminate this Lease on not less than 10 days notice to Tenant. On the date specified in such notice the term of this Lease shall terminate, and Tenant shall then quit and surrender the premises to Landlord, but Tenant shall remain liable for default of the lease. If this lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the premises by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any terms shall be deemed a waiver.

**Section 4. Renewal of Initial Term.** Landlord grants Tenant the option to renew the Initial Term for one renewal term ("Renewal Term") of 6 months, exercised by written notice to Landlord given not less than six months prior to the Expiration Date. The Renewal Term shall be governed by the provisions of this Lease, except that the Rent for any such Renewal Term shall be negotiated by the parties at time of Renewal. The Initial Term and Renewal Term are hereinafter sometimes referred to as the "Term".

**Section 5. Use.** Tenant shall use the Premises only for lawful purposes reasonably related to Tenant's business operations, including the parking of vans, and contemplates use of the Premises 24 hours per day.

**Section 6. Alterations.**

(a) During the Initial Term and any Renewal Term, Tenant shall not make structural or exterior alterations to the Premises without Landlord's prior written consent, but Tenant shall have the right, without Landlord's consent to make nonstructural alterations to the interior of the Premises ("Alterations") required for the conduct of Tenant's business. In making any Alterations, Tenant shall do the following:

- (i) notify Landlord at least seven days prior to commencement of the Alterations;
- (ii) comply with all applicable local, state or federal laws, regulations, codes or ordinances affecting such Alterations and the Premises;
- (iii) perform the Alterations so as not to unreasonably interfere with or create a nuisance to the tenancy of others in the Building;
- (iv) timely pay for all work, materials and labor so that no lien attaches to the improvements or the Premises; and
- (v) perform the Alterations in a good and workmanlike manner.

(b) Any Alterations or other leasehold improvements made by or paid for by Tenant, shall remain with the Premises and belong solely to Landlord unless Landlord, in its sole discretion, requires Tenant to remove same at Tenant's expense. Landlord will notify Tenant in writing prior to installation of such Alterations or leasehold improvements whether Landlord will require Tenant to remove same upon expiration or termination of this Lease. Any of Tenant's trade fixtures, furnishings and equipment in the Premises, shall remain Tenant's property for all purposes.

(c) Except as otherwise agreed in writing by Tenant and Landlord, at its option and expense, Tenant may remove any trade fixtures, furnishings and equipment, on or before the Expiration Date (or as appropriate the date the Renewal Term expires) and Tenant shall return the Premises to as good a condition as they were in on the Commencement Date, ordinary wear and tear and damage from the elements or other insured casualty excepted. Tenant will repair any damage caused by the removal of Tenant's trade fixtures, furnishings or equipment.

**Section 7. Maintenance of Premises.**

(a) At its expense, Landlord shall maintain in good condition the structure of the Building, including the roof, foundation, floor slab, load-bearing and exterior walls (including painting) and Landlord shall also maintain the electrical, plumbing, heating, ventilating and air conditioning systems

serving the Premises and the parking lots, drives and sidewalks, including snow removal, around the Premises.

(b) Landlord shall accomplish all ordinary maintenance for which it is responsible within 30 days after receiving notice of the need for such maintenance from Tenant; provided; however, that Landlord shall have the maintenance performed immediately if a hazardous or emergency situations exists. For purposed of this subsection a hazardous or emergency situation means needed maintenance to the premises for which Landlord is responsible that if left unrepaired would cause continuing damage to the premises or to the Tenant's property located in the premises or would cause any immediate risk of personal injury or death to persons within the premises.

(c) Tenant shall be responsible for the maintenance and repair of any equipment installed by Tenant for its use. Except as otherwise provided in this Lease, Tenant shall be responsible for maintaining in good condition at its expenso the interior of the Premises and shall perform any and all necessary repairs and maintenance.

(d) If following notice from Landlord, Tenant fails to make any necessary repairs or perform any necessary maintenance for which Tenant is responsible (other than Tenant installed equipment, maintenance and repair), Landlord may have such repairs or maintenance performed and Landlord's costs of doing so shall be payable as additional rent with the next due Installment of Rent.

Section 8. Taxes. The Tenant further agrees to pay any taxes special assessments hereinafter legally levied by a governmental agency against the lands covered by this lease, including buildings or personal property of the Tenant. The non-payment of any such taxes by the Tenant for ninety (90) days shall be grounds for cancellation of this lease by the Landlord.

Section 9. Utilities. Tenant shall pay \$150.00 per month for the following: Electricity, Natural Gas, Internet access, Garbage pickup and Snow removal.

Section 10. Signs. Tenant shall have the right to place exterior signs on the Premises subject to any applicable laws, codes or ordinances and subject to any reasonable rules and regulations adopted for the Building by Landlord or the Gaylord Regional Airport Manager. Tenant shall be solely responsible for maintaining its signs in good condition and shall remove them and repair any damage caused by such removal on or before the Expiration Date (or the expiration date of the last Renewal Term, as applicable).

Section 11. Landlord's Right of Access. It is agreed that the Landlord and its duly authorized employees shall have the right of ingress and egress to the Premises, including all buildings or appurtenances placed or erected on the Premises for inspection purposes or for any purpose occasioned by emergency.

Section 12. Tenant's Indemnity. Tenant shall defend, indemnify and hold Landlord harmless from and against all claims, actions, demands, judgments, damages, liabilities and expenses, including reasonable attorneys' fees, for death of or bodily injury to any person or for loss of, damage to or destruction of any property arising from Tenant's use of the Premises, except to the extent any such claims, actions, demands, judgments, damages, liabilities or expenses arise from the acts or omissions of Landlord, its agents, employees, guests, invitees or contractors.

Section 13. Landlord's Indemnity. Landlord shall defend, indemnify and hold Tenant harmless from and against all claims, actions, demands, judgments, damages, liabilities and expenses, including reasonable attorneys' fees, for death of or bodily injury to any person or for loss of, damage to or destruction of any property arising in connection with any defect in the condition of the Premises, or arising from the negligent or intentional acts or omissions of Landlord, its employees, contractors, agents or

representatives, except to the extent any such claims, actions, demands, judgments, damages, liabilities or expenses arising from the intentional or negligent acts or omissions of Tenant, its agents, employees, guests, invitees or contractors.

Section 14. Insurance.

(a) Tenant shall provide all-risk property insurance on a replacement cost basis covering the Building, including rent loss insurance, and naming the Landlord as an additional insured and loss payee along with any mortgagee with an insurable interest in the Building.

(b) Tenant shall at its expense maintain in force during the Initial Term and any Renewal Term a policy of comprehensive public liability insurance insuring Landlord and Tenant against liability arising from Tenant's use, occupancy or maintenance of the Premises and appurtenant areas. Tenant's insurance shall be in the amount of not less than Two Million Dollars (\$2,000,000.00) for bodily injury to or death of any persons or property damage to third parties in any one occurrence. Landlord shall be named as an additional insured under Tenant's policy.

(c) All insurance maintained by Tenant or Landlord shall be primary and the other party's insurance shall be noncontributing irrespective of any insurance which such party maintains on its own behalf.

(d) All insurance maintained by Tenant or Landlord pursuant to this Section shall be written by insurance companies authorized to do business in the state where the Premises are located, shall be in form and substance reasonably satisfactory to the other party and shall provide that insurance will not be subject to cancellation, termination or material change except after 30 days' prior written notice to such party.

(e) Tenant may provide the insurance required by virtue of the terms of this Lease by means of a combination of primary and excess or umbrella coverage and by means of a policy or policies of blanket insurance so long as (i) the amount of the total insurance allocated to the Premises under the terms of the blanket policy or policies furnishes protection equivalent to that of separate policies in the amounts required by the terms of this Lease, and (ii) the blanket policy or policies comply in all other respects with the other requirements of this Lease.

(f) As soon as practicable, Tenant shall furnish to Landlord certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of such policies.

Section 15. Waiver of Subrogation. Landlord and Tenant waive and release any and all rights of recovery, claim, action or cause of action that either may now or later have against the other or the other's agents, officers and employees, by virtue of (i) any loss or damage that may occur to the Building, improvements to the Building or personal property within the Building by reason of fire, the elements or other risks covered under policies of all risk property insurance available in the area where the Building is located or (ii) any diminution in the rent derived from the operation of the Building or in the revenue derived from the conduct of business within the Building, regardless of cause or origin, including, without limitation, the negligence of Landlord or Tenant or any of their respective representatives, agents, employees, contractors and invitees.

Section 16. Casualty. (a) If the damage caused by a fire or other casualty renders the Premises untenantable, Rent will abate for the period during which the Premises are untenantable. If the damage caused by a fire or other casualty renders the Premises partially untenantable, Rent will partially abate until full use of the Premises is restored to Tenant in proportion to the diminished utility of the Premises

in the conduct of Tenant's business. If a fire or other casualty renders the Premises untenantable, in whole or in part, and the estimated time for the restoration of the Premises exceeds the period that will expire on the date that is 60 days after the date of the occurrence of the fire or casualty, either party may terminate this Lease by the delivery of written notice to the other within 10 business days following the date on which Landlord notifies Tenant of the estimated time for the restoration. Landlord must notify Tenant of the estimated time required for the restoration of the Premises within 10 business days following the date of the occurrence of the casualty. If a termination of this Lease does not occur in accordance with the foregoing provisions of this Section 17(a), but Landlord fails to complete the restoration of the Premises by the date that is 30 days after the date of the expiration of the period within which Landlord estimated the restoration would be completed, Tenant may terminate this Lease by the delivery of written notice to Landlord at any time following the expiration of that 30-day period, but prior to the date on which Landlord completes the restoration of the Premises.

(b) If fire or other casualty damages the Premises and a termination of this Lease does not occur, Landlord shall restore the Premises to substantially the condition that existed prior to the occurrence of the fire or other casualty and shall pursue the restoration with diligence and continuity. In so doing, Landlord shall comply with all applicable laws, ordinances and regulations.

Section 17. Assignment and Subletting. Tenant may not transfer, assign or otherwise alienate its interest in the Premises or sublet any part of the Premises without first obtaining Landlord's written consent. Landlord may not unreasonably withhold or delay that consent. Tenant may assign all or any part of its rights, or delegate its duties, under this Lease or sublet any part of the Premises to an entity that controls, is controlled by, or is under common control with, Tenant, to the surviving corporation in a merger, consolidation or other reorganization involving Tenant, or to the purchaser of all or substantially all of Tenant's assets, without Landlord's consent. No subletting, assignment of rights or delegation of duties that Tenant may make without first obtaining Landlord's written consent will relieve Tenant from liability for the performance of the obligations Tenant undertakes under the terms of this Lease.

Section 18. Remedies Not Exclusive. Landlord's and Tenant's rights, remedies and benefits under this Lease are cumulative and shall not be exclusive of any other rights, remedies and benefits allowed by law or equity.

Section 19. Successors. The covenants, conditions and agreements made and entered into by the Landlord and Tenant shall be binding on their heirs, personal representatives, administrators, executors, successors and assigns.

Section 20. Entire Agreement. This Lease, the exhibits, and/or addendum, if any, attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between the parties and there are no matters, whether written or oral, between the parties other than set forth herein.

Section 21. Partial Invalidity. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

Section 22. Notices. All notices, approvals, requests, consents and other communications given, required or permitted in accordance with the terms of this Lease must be in writing and must be hand-delivered or sent by facsimile transmission, FedEx overnight service or United States certified or registered mail, return receipt requested. If a party delivers a notice by means of facsimile transmission, it must also send a copy of that notice by one of the other means specified above. The parties will consider notices given or delivered when received or when the recipient refuses proper delivery. The parties will address notices as follows:

**If to Landlord:**           **Airport Manager**  
**Gaylord Regional Airport**  
**1100 Aero Drive Post Office Box 1396**  
**Gaylord, Michigan 49734**

**If to Tenant:**           **Federal Express Corporation**  
**Attn: Airport Relations & Development**  
**3680 Hacks Cross Road**  
**Building H, 3<sup>rd</sup> Floor**  
**Memphis, Tennessee 38125**  
**(#08-0223)**

**With a copy to:**       **Federal Express Corporation**  
**Legal Department**  
**3620 Hacks Cross Road**  
**Building B, 3<sup>rd</sup> Floor**  
**Memphis, Tennessee 38125**  
**Attn: Managing Director, Business Transactions**  
**(#08-0223)**

**Section 23. Relationship to the Parties.** Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing rent or any additional charges nor any other provision herein nor any acts of the parties shall create any relationship between the parties other than that of the Landlord and Tenant.

**SIGNATURES ON NEXT PAGE**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Landlord:

WITNESSES:

OTSEGO COUNTY, a Michigan  
Municipal Corporation

\_\_\_\_\_

\_\_\_\_\_  
Matthew Barresi, Airport Manager

\_\_\_\_\_

\_\_\_\_\_  
Kenneth Glasser, Chairperson

Tenant:

FEDERAL EXPRESS CORPORATION

\_\_\_\_\_

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

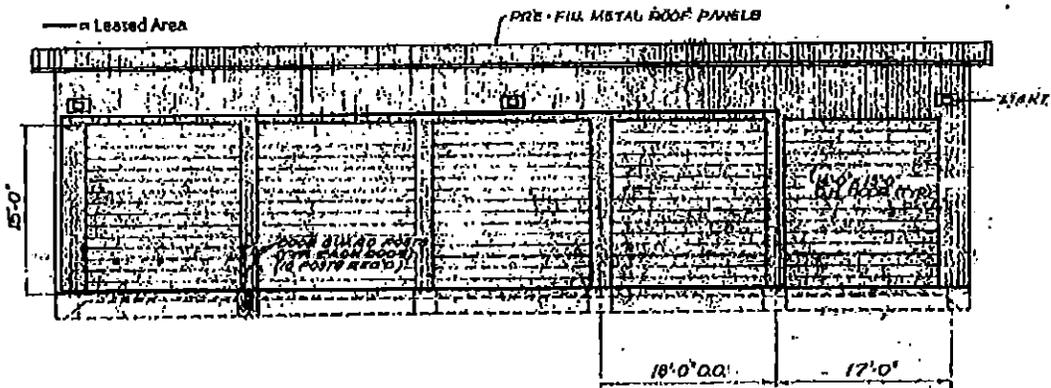
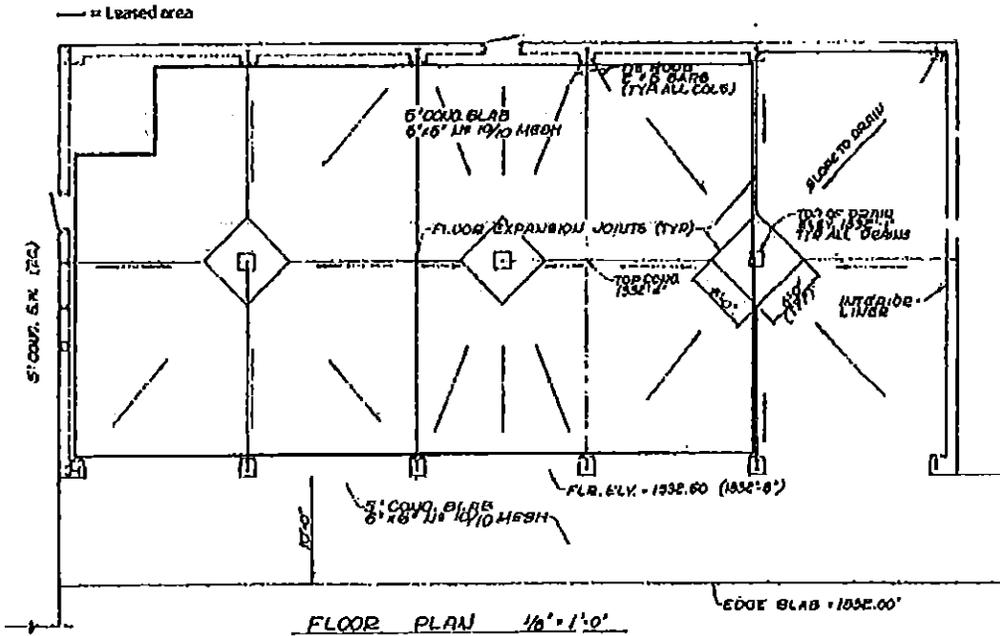
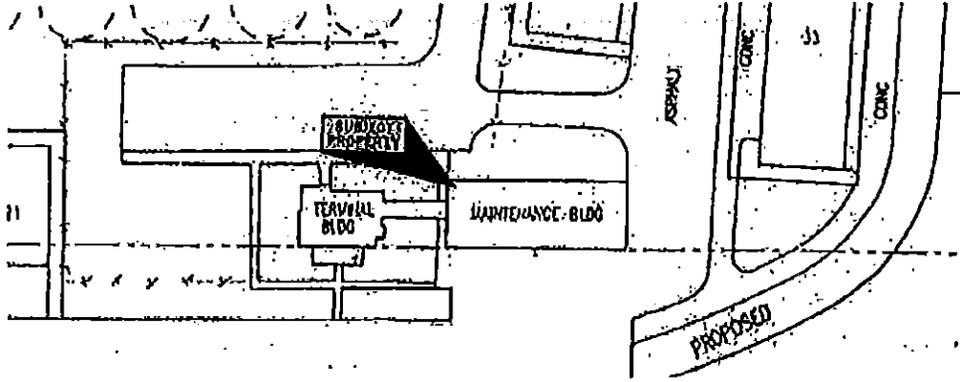
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Name: \_\_\_\_\_

\_\_\_\_\_

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

**Exhibit "A"**  
**1099 Aero Drive Gaylord MI 49735**



STATE OF MICHIGAN            )  
  )ss:  
COUNTY OF OTSEGO            )

Before me personally appeared Matthew Barresi and Kenneth Glasser, to me known, and known to me to be the individuals described in and who executed the foregoing instrument as Airport Manager and Chairperson said OTSEGO COUNTY, respectively, that it was executed at the order of the board of said OTSEGO COUNTY, and that they signed their name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC:  
STATE OF MICHIGAN, COUNTY OF OTSEGO  
MY COMMISSION EXPIRES \_\_\_\_\_  
Acting in Otsego County

STATE OF TENNESSEE            )  
  )ss:  
COUNTY OF        SHELBY        )

Before me personally appeared \_\_\_\_\_ to me well known, and known to me to be the individual described in and who executed the foregoing instrument as \_\_\_\_\_ of Federal Express Corporation, on behalf of the corporation.

\_\_\_\_\_  
NOTARY PUBLIC:  
STATE OF TENNESSEE, COUNTY OF SHELBY  
MY COMMISSION EXPIRES \_\_\_\_\_  
Acting in Shelby County



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**FUND/DEPARTMENT: 911 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     Special Revenue     Debt Service     Capital Project     Business-Type (Enterprise or Internal Svc)

**REVENUE    increase overtime budget for 911 dispatchers**

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

**EXPENDITURE**

Account Number	Increase	Decrease
261-427-703.070 Overtime	\$30,000	\$
261-901-970.450 Property-Software	\$	\$30,000
-            -	\$	\$
-            -	\$	\$
-            -	\$	\$
-            -	\$	\$
<b>Total</b>	\$30,000	\$30,000

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

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

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



## OTSEGO COUNTY BUDGET AMENDMENT

### FUND/DEPARTMENT: Delinquent Tax/Equipment 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    Special Revenue    Debt Service    Capital Project    Business-Type (Enterprise or Internal Svc)

#### REVENUE To transfer funds for the purchase of a new server

Account Number	Decrease	Increase
516-050-400.001 Budgeted Use of Fund Balance	\$	\$12,000
266-050-699.030 Transfers In	\$	\$12,000
-                    -	\$	\$
-                    -	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>

#### EXPENDITURE

Account Number	Increase	Decrease
516-999-999.000 Transfers Out	\$12,000	\$
266-901-970.440 Property-Computer	\$12,000	\$
-                    -	\$	\$
-                    -	\$	\$
-                    -	\$	\$
-                    -	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

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

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

## AGREEMENT FOR JANITORIAL AND MAINTENANCE SERVICES

COUNTY: County of Otsego, a Michigan municipal corporation  
225 W. Main Street, Suite 203  
Gaylord, Michigan 49735

ARFF: Gaylord ARFF, Inc., a Michigan corporation P.O. Box 467  
Pellston, Michigan 49769.

### Recitals

The County is the owner of various properties located in Otsego County, Michigan; and

The County wishes to contract for services including cleaning, snow removal, grass, and general maintenance; and

ARFF represents that it is qualified and willing to provide these services.

THEREFORE, the parties agree as follows:

1. PARTIES. The County and ARFF are the appropriate parties to this Agreement.
2. TERM. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on October 1, 2009, and continue through December 31, 2012.
3. COMPENSATION. The County shall pay to ARFF for its services under this Agreement the sum of \$67,451.50 for October 1, 2009 through December 31, 2009, payable on October 1, 2009. In addition, there shall be an annual sum of \$229,081.00 for 2010, 2011 and 2012 in four (4) equal installments of \$57,270.25 each on or before January 1, April 1, July 1, and October 1 of each year of this Agreement.
4. SERVICES TO BE PROVIDED BY ARFF. In consideration of the compensation to be paid by the County, as well as the covenants and conditions contained in this Agreement, ARFF shall perform the following services:
  - A. The County Courthouse and main Alpine Center Building (800 Livingston Blvd) must have doors unlocked by 6:30 am on all Mondays thru Fridays excluding holidays. The facilities must be locked by 5:00 pm on all Mondays thru Fridays excluding holidays. The contractor must also be on call for any off hour emergencies. There are occasional night meetings where doors may require being checked after the meeting.
  - B. At least one maintenance staff person must be onsite at all times during working hours.
  - C. Janitorial Services. ARFF is responsible for providing janitorial services and supplies for all Otsego County facilities (buildings & grounds) listed in the RFP (See Attachment A). The only exceptions is half of the first floor, and the entire second floor, of the main Alpine Center which are leased out with the lessee providing

routine cleaning services. The contractor is responsible for cleaning all other Otsego County facility space not exempted in lease arrangements.

Some of the routine cleaning includes the following:

- 1) Furnishings shall be dusted and wiped as needed.
- 2) Windows, doors, countertops, walls, and baseboards shall be dusted and cleaned as needed.
- 3) Light fixtures shall be dusted and bulbs replaced as needed.
- 4) Floors shall be swept or mopped as needed.
- 5) Trash shall be emptied and liners changed as needed, and trash shall be removed to a specified area.
- 6) Drinking fountains and public telephones shall be cleaned and sanitized.
- 7) Carpets shall be vacuumed and shampooed as needed.
- 8) Bathroom sinks, bowls, urinals and fixtures shall be cleaned and sanitized daily.
- 9) Hand soap, tissue paper, and hand wipe dispenser, shall be filled.
- 10) Windows at the Courthouse must be cleaned inside and out at least once per year.
- 11) Vents must be cleaned at least once per year.

D. Maintenance Services. ARFF is responsible for providing maintenance services and supplies for all Otsego County facilities (buildings & grounds) listed in the RFP (See Attachment A). This includes a variety of activities with a few examples including patching walls and painting offices as required, repairing/replacing attached fixtures, repairing water leaks, maintain/replace flags at the Alpine Center, repairing/replacing window air conditioners as needed, etc.

E. Service Contracts. ARFF shall be responsible for continuing all current Building & Grounds service contracts including, but not limited, to elevator inspections, boilers, and trash removal.

F. Snow and Ice Removal. ARFF shall be responsible for removing snow and ice, on an as needed basis, from the entrances, the parking lots, and the sidewalks of all facilities listed in the RFP (See Attachment A). Salt will be spread as needed to prevent injury due to slips and falls. All County facilities must be ready to open to the public by 8:00 am on Monday thru Friday and kept reasonably clear of snow until after 5:00 pm on all Mondays thru Fridays except for County holidays. Maps of areas requiring snow removal can be found in the RFP.

The snow removal for 215 S. Otsego Avenue, the First Congregational Church, must be free of snow prior to church service on Sunday morning service.

The driveway at 540 S. Illinois must be kept open for access to the Sheriff's Long-term Evidence Storage building.

Currently, the County Building & Grounds Department contracts with Earth Works, a local firm, to clear parking lots at the Courthouse and Alpine Center, as well as the sidewalks at the Courthouse, if there is at least 3" of snow overnight, prior to 7:00 am on each Monday thru Friday excluding County holidays. The staff performs the rest

of the snow removal using a County owned truck with a plow. ARFF will be allowed to use County equipment/vehicles.

It should be noted that areas of maintenance may fluctuate slightly based upon need.

- G. Grass Maintenance. ARFF shall be responsible for mowing and maintaining the grass at all facilities listed in this RFP as shown in the RFP (See Attachment A). Grass will be kept well manicured and relatively free of weeds. The grass will typically need to be cut once per week.

The field at 540 S. Illinois that is home to the Sheriff's Long-term Storage Building need only be cut approximately once per month, with one of those times to be the second week of July due to the field being utilized as part of the Alpenfest Parade as staging grounds.

It should be noted that areas of maintenance may fluctuate slightly based upon need.

- H. Building & Grounds Equipment. In addition to general facility related equipment, ARFF shall maintain Building & Grounds equipment and vehicles barring major repairs in excess of \$5,000. Current equipment/vehicles include:

- 1) 2008 GMC 3500 HD 4x4 Pickup with plow blade
- 2) 1993 Dodge W250 Pickup Truck
- 3) Kubota tractor
- 4) 1999 EZ Dump Trailer
- 5) John Deere Tractor
- 6) Heavy Duty Tractor

- I. Major Repairs/Replacements. Should it become necessary to either make an emergency repair or replace equipment in excess of \$5,000, the COUNTY will be responsible for cost providing that notice of the need is given to the County as early as possible, and the repair/replacement is not due to ARFF neglect.
- J. Drug Testing. ARFF will have all new employees submit to a drug test prior to employment, with any positive tests resulting in withdrawal of employment offer. Employees should also receive a random drug test at least once per year.
- K. Employee Background Check. ARFF will allow the COUNTY to perform a criminal background check on each prospective employee prior to commencing work on Otsego County grounds.

5. COUNTY'S DUTIES. Major repair costs over \$5,000 will be the responsibility of the County.

6. APPEARANCE AND CONDUCT OF EMPLOYEES.

- A. Employees of ARFF will be required to dress in uniforms identifying them as employees of the contractor at all times while rendering services under this Agreement.

- B. Employees of ARFF will be required to be neat, clean and courteous at all times while rendering services under this Agreement, and shall not permit its employees to conduct its business in a loud, noisy, boisterous, offensive or objectionable manner at any time.
- C. Employees of ARFF will be prohibited from rendering services under this agreement while consuming alcoholic beverages or using controlled substances, except as prescribed by a physician or while under the influence of alcoholic beverages or controlled substances.

7. INDEMNIFICATION / INSURANCE.

The Contractor must maintain during the term of the contract the following insurance coverage, at a minimum:

Commercial General Liability Insurance in the amount of \$1,000,000.00 per occurrence for property damage and bodily injury, with a \$1,000,000.00 aggregate.

Worker's Disability Compensation Insurance including employer's liability coverage, in accordance with applicable statutes of the State of Michigan.

Motor Vehicle Liability Insurance, including Michigan no-fault coverage.

Any other Insurance that may be needed by the Contractor in order to fulfill contractual obligations.

Proof of Insurance must be provided by the Contractor to the County by October 1, 2009, and by January 1 of 2010, 2011 and 2012.

The Contractor shall indemnify, defend and hold harmless the County, its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services or that may be sustained in or upon County premises from any actions or omissions by the Contractor. Such indemnification shall survive the termination of this Agreement.

8. INDEPENDENT CONTRACTOR. ARFF is an independent contractor, and no statement contained in this Agreement will be construed to find the ARFF or any of its employees, volunteers or agents as an employee, partner or agent of the County. ARFF and its employees, volunteers and agents will be entitled to none of the privileges, rights or benefits of County employees. ARFF shall comply with all applicable laws, including, but not limited to, those laws regarding withholding taxes and maintenance of workers' disability compensation insurance.

9. NONEXCLUSIVE. This Agreement is nonexclusive, and is subordinate to the provisions of any existing or future agreement between the County and ARFF.

10. SUFFICIENCY OF PERFORMANCE. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without willful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this

Agreement. In the event of ARFF's failure to timely perform the services under this Agreement, the County may, upon notice to AARF, seek alternative means of obtaining the services.

11. RECORD KEEPING. ARFF shall keep complete and accurate fiscal records and shall furnish the County with copies of such fiscal records, including ARFF's audit financial reports, as well as any other relevant records and reports, as the County may request.

In addition, the County shall have the right at any time to require an appropriate audit of ARFF's use of funds paid by the County under this Agreement,

With regard to audits and record keeping related to any contract between the County and any other governmental agency, ARFF agrees that it will establish and maintain accurate records to facilitate any audit or inspection conducted by that governmental agency or its representative to assure compliance with the contract.

12. DISCLOSURE OF CONFLICTS OF INTEREST. ARFF shall disclose any actual or potential conflict of interest between ARFF, its key employees, or their family, business or financial interests and the services to be provided under this Agreement.

13. MODIFICATION. No amendment or modification of this Agreement will be valid or binding unless expressed in writing and executed by the parties in the same manner as this Agreement, or by changes in applicable law that mandate alteration of a term or terms of this Agreement.

14. TERMINATION. This Agreement may be terminated prior to the expiration of its term as follows:

A. By mutual written agreement of the parties; or

B. In the event of default or breach of this Agreement by either party, the other party may give the defaulting party written notice of each claimed default or breach and a date after receipt of such notice by which the default or breach must be remedied. If such default or breach is not remedied by this date, the non-defaulting party may terminate this Agreement by giving written notice of the same, and the defaulting party may also be liable for all damages sustained by the other party by reason of the default or breach; or

C. Either party may terminate this Agreement, with or without cause, upon 120 days prior written notice to the other party.

15. EFFECT OF TERMINATION. In the event of termination of this Agreement pursuant to subsection B or C of Section 14, ARFF will be entitled to the monies provided herein only through the date of termination.

16. WAIVER. The waiver by the County of any default in the performance by ARFF of any of the terms, covenants or Conditions contained herein will not be deemed a continuing waiver of that default or any subsequent default.

17. SEVERABILITY. Whenever possible, each provision of this Agreement will be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited or invalid under applicable law, it will be ineffective only to the extent of such

prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. ASSIGNMENT. No assignment of this Agreement or of any right or obligation under this Agreement shall be made by either party without the prior written consent of the non-assigning party.

19. COMPLIANCE WITH LAW; ASSURANCES. ARFF shall comply with all applicable federal, State and local laws, ordinances, rules and regulations, as well as any applicable County policies.

20. NOTICES. All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the County: John Burt  
Otsego County Administrator  
225 West Main Street, Ste. 203  
Gaylord, Michigan 49735

If to ARFF: Randolph L. Bricker, Sr.  
Pellston ARFF, Inc.  
P.O. Box 467  
Pellston, Michigan 49769

21. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any prior discussions, negotiations, agreements and understandings.

23. TITLES; HEADINGS. Titles and headings are inserted in this Agreement for reference purposes only, and must not be used to interpret the Agreement.

AGREED to this 16 of September, 2009, at

Michigan.

WITNESSES: GAYLORD ARFF, INC.

*Wilma C. Kuebler*

Wilma C. Kuebler  
Notary Public  
Emmet County, MI

My Commission Expires 11/10/2012

By: Randolph L. Bricker, Sr.  
Its: President

*Randolph L. Bricker Sr.*

COUNTY OF OTSEGO

By:  
Its:

# ATTACHMENT A

**Request for Proposal  
For  
Janitorial and Maintenance Services  
Otsego County, Michigan  
BID 2009-16**



**Part 1: RFP Purpose**

The purpose of this Request for Proposal (RFP) is to receive proposals for selection of a contractor to provide Maintenance and Professional Services for the Otsego County Building & Grounds.

This RFP does not constitute a contract for services performed or to be performed. After selection of the successful firm (referred to as the contractor), Otsego County, and the contractor will negotiate a contract and a complete scope of services.

All proposals submitted become the property of Otsego County and will not be returned. The County is not responsible for any costs incurred by the respondent in proposal preparation, presentations, site visits, or benchmarks performed.

**Part 2: Scope of Work/Background Information**

Otsego County is seeking a qualified Vendor to provide janitorial and maintenance services for the Otsego County Building & Grounds. Some of the services include building repairs, lawn mowing, snow removal, equipment maintenance, B&G vehicle maintenance, and providing supplies such as paper towels, light bulbs, etc.

Otsego County currently has one full-time Building & Grounds Director, one full-time Senior Maintenance Technician, and one part-time Janitor performing the bulk of the above services. The contracting company would be in replacement of current employees. The County also uses jail trustees or work crew participants as available to help with projects, but availability cannot be counted upon.

Otsego County's facilities are open to the public from 8:00 am until 4:30 pm Monday thru Friday except for thirteen holidays per year.

Currently, the County has the part-time janitor provide services from 6:00 am until 10:00 am on Monday thru Friday. The two maintenance workers stagger hours with one beginning by at least 6:00 am, primarily to open the facilities and for snow removal in the winter, while the second closes the facilities..

Otsego County facilities (see Appendix A) covered under this contract include:

- Otsego County Courthouse, 225 W. Main Street.
- Alpine Center complex including 100 Livingston Blvd, 200 Livingston Blvd, 800 Livingston Blvd (main Alpine Center building), the Building & Grounds building, and 1068 Cross Street.
- Parking lot at 222 S. Court Street.
- Snow removal only for 215 S. Otsego Avenue. This is a parking lot owned by the First Congregational Church, but used during the week by Otsego County for employee parking.

- Sheriff's Long-term Evidence Storage Building at 540 S. Illinois. Lawn mowing once per month in summer, and driveway snow removal in winter.

An overview of the Building & Grounds budget can be found in **Appendix B**.

A detailed list of services to be provided by Contract can be seen in **Part 6**.

### **Part 3: Proposal Instructions**

- **Term of Contract.** The contract for services will be for the fourth quarter of 2009, and for the three years following, beginning October 1, 2009 and ending December 31, 2012. There will be a termination clause for either party to terminate the agreement with a 120-day notice. The bid price should have a breakdown of cost for the 4<sup>th</sup> quarter of 2009, as well as for each following year including 2010, 2011, and 2012.
- **Submission Instructions.** Submit three original proposal in a sealed package to this address:

**John Burt, Otsego County Administrator  
225 W. Main Street  
Gaylord, Michigan 49735  
Tel: (989) 731-7527  
Proposal for Maintenance and Professional Services**

- **Deadline.** Proposals must be received at the location stated above no later than 11:00 a.m. local time on **September 11, 2009**. Proposals received after the deadline will not be accepted. There will be a public bid opening at noon on September 11, 2009 in Room 100 of the County Building at 225 W. Main Street, Gaylord, MI.
- **Proposal Acceptance and Rejection.** The County reserves the right to accept, reject or negotiate any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures and to accept any bid determined by the County to be in the best interest of the County, regardless of price.
- **Questions.** If you have any questions about this RFP or the proposal procedures, submit them in writing or by fax by the question deadline of **September 8, 2009 at noon**. Questions received after this deadline will not be considered. All questions received before the deadline will be answered in writing by the County and mailed and faxed to all vendors on the bid list. The requestor is responsible for notifying the County of any problem in receiving written replies.

Direct questions about this RFP or the proposal procedures to the following person:

**John Burt, Otsego County Administrator  
225 W. Main Street  
Gaylord, Michigan 49735  
Tel: (989) 731-7527  
Fax: (989) 731-7529**

**Single Point of Contact.** Contact Mr. John Burt and no one else, regarding the status of proposal evaluation. Disregard of this directive may disqualify the proposer from further consideration.

#### Part 4: Selection Criteria

The County will open and review all proposals and select the proposer based on technical merit and bid price. Upon a satisfactory selection and successful negotiations, the County will initiate the contract award.

- **Offshore Labor.** It's the County's intent to contract with a US owned Company and have all work performed within the United States.
- **Firm Background.** The proposal will be evaluated on the basis of the respondent's background, including the number of years in business, size, and financial stability.
- **Staff Qualifications.** The proposal will be evaluated on the basis of the respondent's demonstrated staff qualifications, including the required professional registrations.
- **Local Project Experience.** The County prefers to select a contractor that can demonstrate successful project experience in the State of Michigan region.
- **Similar Project Experience.** The proposal will be evaluated on the basis of project experience that is of a similar technical nature and complexity, for clients that are similar in size, location, and type as Otsego County.
- **Schedule and Availability.** The respondent's projected schedule and resource availability will be evaluated in the choice of contractor, although the County understands that the actual beginning and completion dates are subject to the notice to proceed.
- **Price.** The proposed price of the project will be a major consideration in selection. The bid must contain an alternate option to reduce the number of maintenance employees by one, after one year. In the event this option is taken, the County will add one County employee.

#### Part 5: Proposal Format

All proposals must follow the same format. No exceptions to this format will be accepted. To be accepted for evaluation, the proposal format must address all required components in order.

The aim of the required format is to simplify the proposal preparation and evaluation processes and to ensure that all proposals receive the same orderly review.

All proposals must include the following components:

Section	Topic
	Cover Letter
1	Company Overview
2	Project Services
3	Project Team
4	Related Experience
5	Additional Information
6	Cost Proposal

## Part 6: Services Provided by the Contractor

The successful contractor must be able to provide the following services to the County:

- A. The County Courthouse and main Alpine Center Building (800 Livingston Blvd) must have doors unlocked by 6:30 am on all Mondays thru Fridays excluding holidays. The facilities must be locked by 5:00 pm on all Mondays thru Fridays excluding holidays. The contractor must also be on call for any off hour emergencies. There are occasional night meetings where doors may require being checked after the meeting.
- B. At least one maintenance staff person must be onsite at all times during working hours.
- C. Janitorial Services. CONTRACTOR is responsible for providing janitorial services and supplies for all Otsego County facilities (buildings & grounds) listed in this RFP. The only exceptions is half of the first floor, the entire second floor, and half of the fourth floor, of the main Alpine Center which are leased out with the lessee providing routine cleaning services. The contractor is responsible for cleaning all other Otsego County facility space not exempted in lease arrangements.

Some of the routine cleaning includes the following:

- 1) Furnishings shall be dusted and wiped as needed.
- 2) Windows, doors, countertops, walls, and baseboards shall be dusted and cleaned as needed.
- 3) Light fixtures shall be dusted and bulbs replaced as needed.
- 4) Floors shall be swept or mopped as needed.
- 5) Trash shall be emptied and liners changed as needed, and trash shall be removed to a specified area.
- 6) Drinking fountains and public telephones shall be cleaned and sanitized.
- 7) Carpets shall be vacuumed and shampooed as needed.
- 8) Bathroom sinks, bowls, urinals and fixtures shall be cleaned and sanitized daily.
- 9) Hand soap, tissue paper, and hand wipe dispenser, shall be filled.
- 10) Windows at the Courthouse must be cleaned inside and out at least once per year.
- 11) Vents must be cleaned at least once per year.

- D. Maintenance Services. CONTRACTOR is responsible for providing maintenance services and supplies for all Otsego County facilities (buildings & grounds) listed in this RFP. This includes a variety of activities with a few examples including patching walls and painting offices as required, repairing/replacing attached fixtures, repairing water leaks, maintain/replace flags at the Alpine Center, repairing/replacing window air conditioners as needed, etc.
- E. Service Contracts. CONTRACTOR shall be responsible for continuing all current Building & Grounds service contracts including, but not limited, to elevator inspections, boilers, and trash removal.
- F. Snow and Ice Removal. CONTRACTOR shall be responsible for removing snow and ice, on an as needed basis, from the entrances, the parking lots, and the sidewalks of all facilities listed in this RFP. Salt will be spread as needed to prevent injury due to slips and falls. All County facilities must be ready to open to the public by 8:00 am on Monday thru Friday and kept reasonably clear of snow until after 5:00 pm on all

Mondays thru Fridays except for County holidays. Maps of areas requiring snow removal can be found in Appendix C.

The snow removal for 215 S. Otsego Avenue, the First Congregational Church, must be free of snow prior to church service on Sunday morning service.

The driveway at 540 S. Illinois must be kept open for access to the Sheriff's Long-term Evidence Storage building.

Currently, the County Building & Grounds Department contracts with Earth Works, a local firm, to clear parking lots at the Courthouse and Alpine Center, as well as the sidewalks at the Courthouse, if there is at least 3" of snow overnight, prior to 7:00 am on each Monday thru Friday excluding County holidays. The staff performs the rest of the snow removal using a County owned truck with a plow. CONTRACTOR will be allowed to use County equipment/vehicles.

It should be noted that areas of maintenance may fluctuate slightly based upon need.

- G. Grass Maintenance. CONTRACTOR shall be responsible for mowing and maintaining the grass at all facilities listed in this RFP as shown in Appendix D. Grass will be kept well manicured and relatively free of weeds. The grass will typically need to be cut once per week.

The field at 540 S. Illinois that is home to the Sheriff's Long-term Storage Building need only be cut approximately once per month, with one of those times to be the second week of July due to the field being utilized as part of the Alpenfest Parade as staging grounds.

It should be noted that areas of maintenance may fluctuate slightly based upon need.

- H. Building & Grounds Equipment. In addition to general facility related equipment, CONTRACTOR shall maintain Building & Grounds equipment and vehicles barring major repairs in excess of \$5,000. Current equipment/vehicles include:

- 1) 2008 GMC 3500 HD 4x4 Pickup with plow blade
- 2) 1993 Dodge W250 Pickup Truck
- 3) Kabota tractor
- 4) 1999 EZ Dump Trailer
- 5) John Deere Tractor
- 6) Heavy Duty Tractor

- I. Major Repairs/Replacements. Should it become necessary to either make an emergency repair or replace equipment in excess of \$5,000, the COUNTY will be responsible for cost providing that notice of the need is given to the County as early as possible, and the repair/replacement is not due to CONTRACTOR neglect.

- J. Drug Testing. CONTRACTOR will have all new employees submit to a drug test prior to employment, with any positive tests resulting in withdrawal of employment offer. Employees should also receive a random drug test at least once per year.

#### **Part 7: Obligations of the County**

Major repair costs over \$5,000 will be the responsibility of the County.

#### **Part 8: Appearance and Conduct of Employees.**

- A. Employees of the contractor will be required to dress in uniforms identifying them as employees of the contractor at all times while rendering services under this Agreement.
- B. Employees of the contractor will be required to be neat, clean and courteous at all times while rendering services under this Agreement, and shall not permit its employees to conduct its business in a loud, noisy, boisterous, offensive or objectionable manner at any time.
- C. Employees of the contractor will be prohibited from rendering services under this agreement while consuming alcoholic beverages or using controlled substances, except as prescribed by a physician, or while under the influence of alcoholic beverages or controlled substances.

#### **Part 9: Insurance/Indemnification**

The Contractor must maintain during the term of the contract the following insurance coverage, at a minimum:

Commercial General Liability Insurance in the amount of \$1,000,000.00 per occurrence for property damage and bodily injury, with a \$1,000,000.00 aggregate.

Worker's Disability Compensation Insurance including employer's liability coverage, in accordance with applicable statutes of the State of Michigan.

Motor Vehicle Liability Insurance, including Michigan no-fault coverage.

Any other Insurance that may be needed by the Contractor in order to fulfill contractual obligations.

Proof of Insurance must be provided by the Contractor to the County by January 1 of each year of the contract.

The Contractor shall indemnify, defend and hold harmless the County its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services or that may be sustained in or upon County premises from any actions or omissions by the Contractor. Such indemnification shall survive the termination of this Agreement.

#### **Part 10: Record Keeping: Audits**

CONTRACTOR shall keep complete and accurate fiscal records and shall furnish the County with copies of such fiscal records, including CONTRACTOR's audited financial reports, as well as any other relevant records and reports, as the County may request.

In addition, the County shall have the right at any time to require an appropriate audit of CONTRACTOR's use of funds paid by the County under this Agreement.

With regard to audits and record keeping related to any contract between the County and any other governmental agency, CONTRACTOR agrees that it will establish and maintain accurate records to facilitate any audit or inspection conducted by that governmental agency or its representative to assure compliance with the contract.

#### **Part 11: Termination**

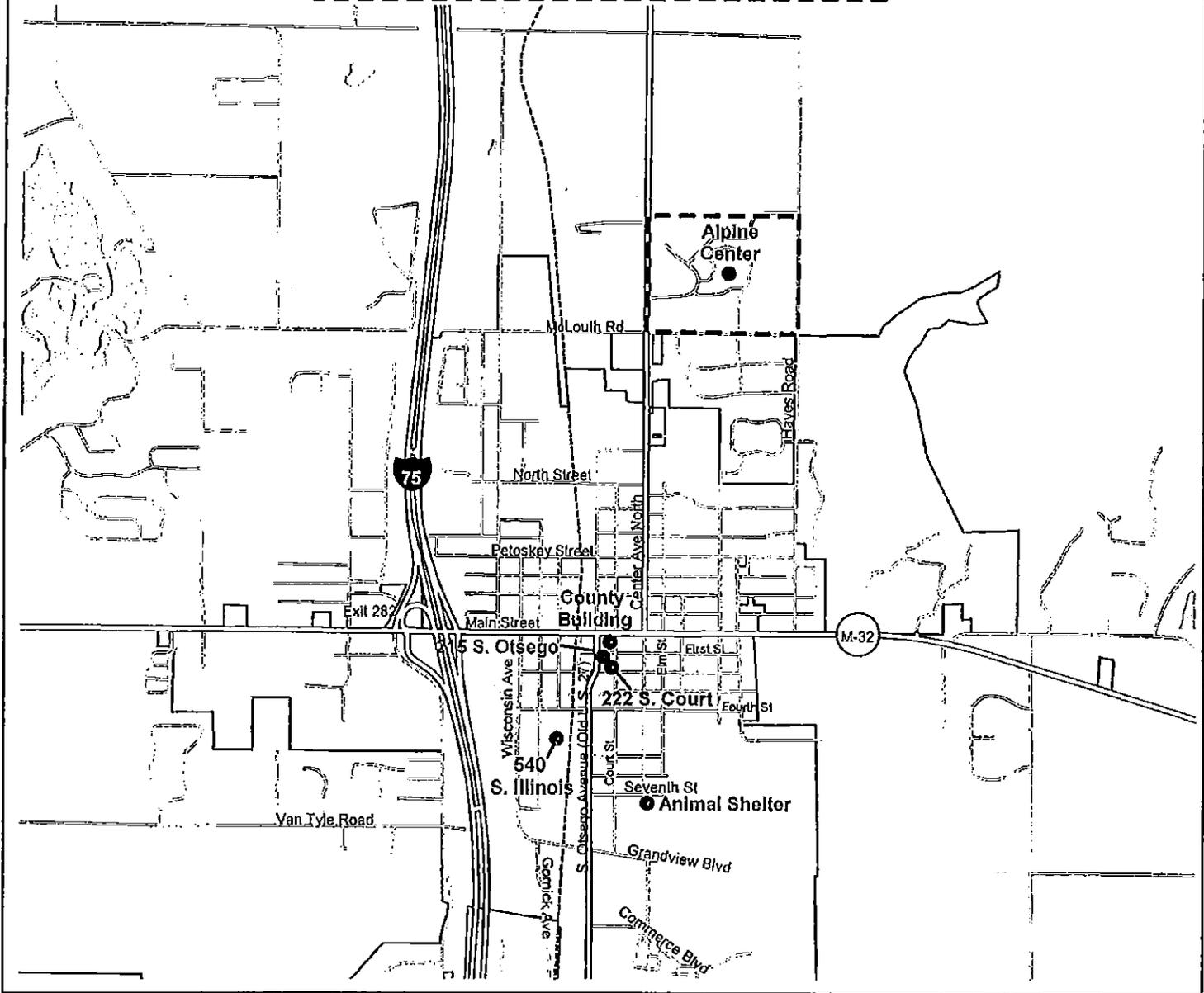
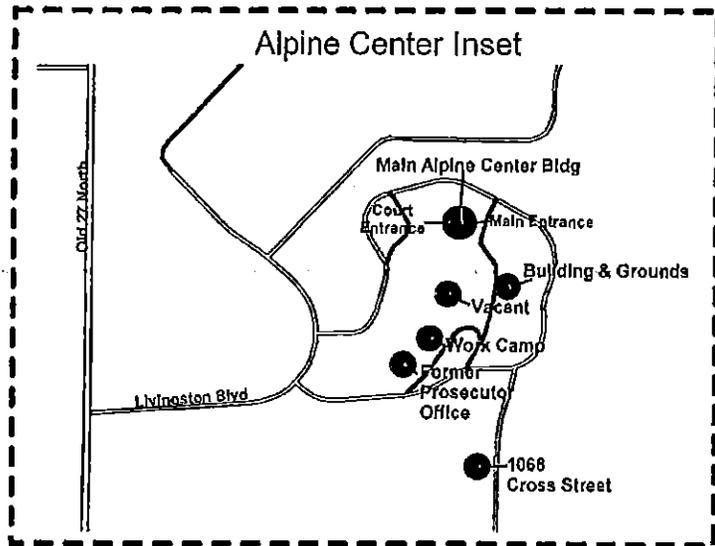
This Agreement may be terminated prior to the expiration of its term as follows:

- A. By mutual written agreement of the parties; or
- B. In the event of default or breach of this Agreement by either party, the other party may give the defaulting party written notice of each claimed default or breach and a date after receipt of such notice by which the default or breach must be remedied. If such default or breach is not remedied by this date, the non-defaulting party may terminate this Agreement by giving written notice of the same, and the defaulting party may also be liable for all damages sustained by the other party by reason the default or breach; or
- C. Either party may terminate this Agreement, with or without cause, upon 120 days prior written notice to either party.
- D. In the event of termination of Services, the CONTRACTOR will be entitled to the monies provided herein only through the date of termination.

#### **Part 12: Compliance with Law**

CONTRACTOR shall comply with all applicable federal, State and local laws and ordinances, rules and regulations, as well as any applicable County policies.

# APPENDIX A



Otsego County Facilities



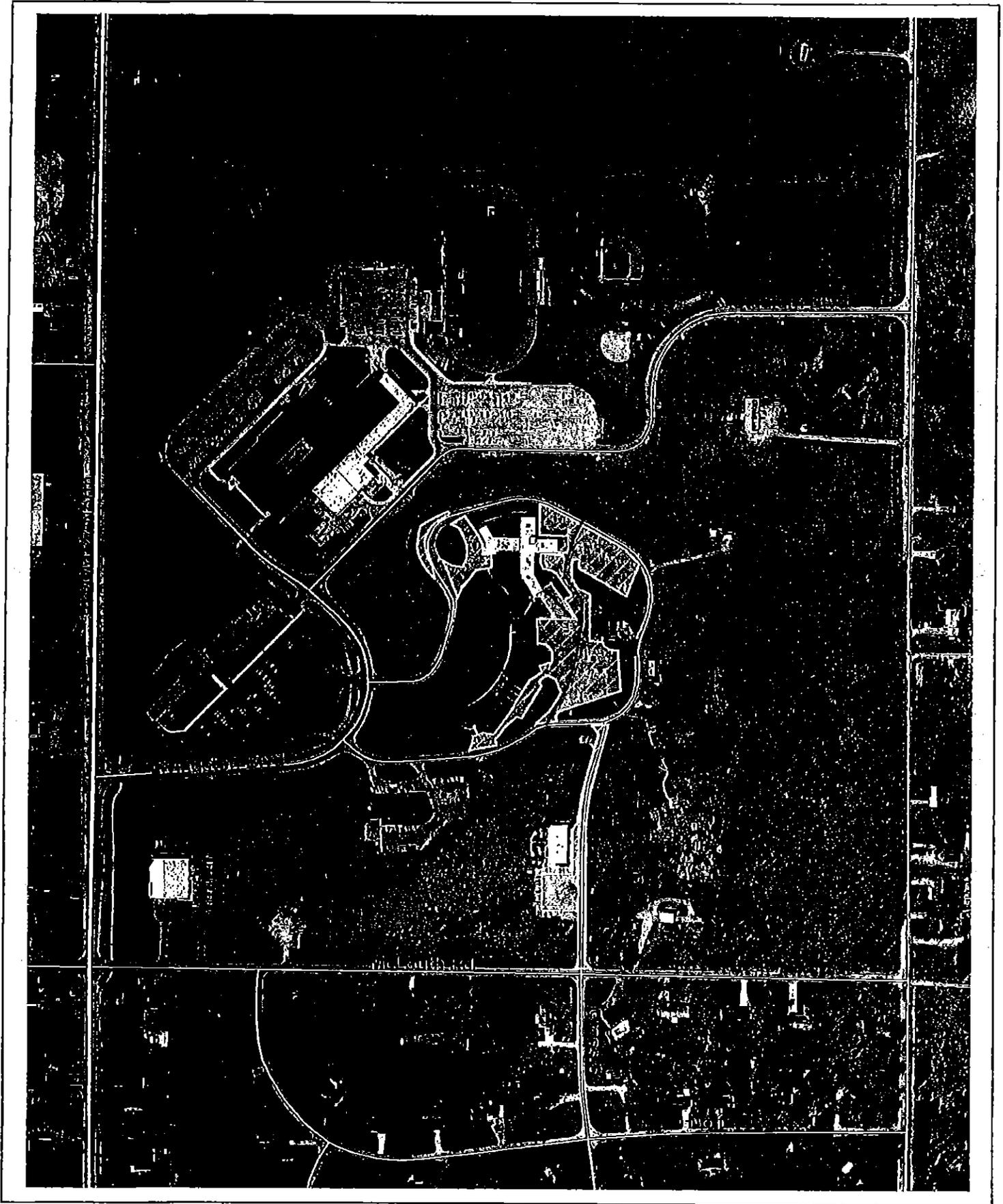
# APPENDIX B

## REVENUE & EXPENDITURE REPORT FOR OTSEGO COUNTY

### FUND 637 BUILDING AND GROUNDS

ACCOUNT DESCRIPTION	2008 YEAR END ACTIVITY	2009 AMENDED BUDGET	YEAR-TO-DATE THRU 08/27/09	INITIAL 2010 BUDGET
<b>Expenditures</b>				
<b>Dept 265: BUILDING AND GROUNDS</b>				
703.010 REG EMP - DEPT DIR/COMM	44,266.96	47,245.00	30,526.53	48,655.00
703.030 REGULAR - HOURLY	31,359.04	33,173.00	20,610.72	35,024.00
703.060 PART-TIME/TEMPORARY	11,801.33	13,414.00	11,911.65	13,544.00
703.070 OVERTIME	8,101.65	9,000.00	4,886.25	5,000.00
704.110 HOSPITALIZATION	30,650.59	25,092.00	17,559.95	24,431.00
704.140 LIFE AND DISABILITY	1,033.60	1,480.00	705.17	1,519.00
704.200 SOCIAL SEC CONTRIBUTIONS	7,286.21	7,077.00	5,136.82	7,286.00
704.300 RETIREMENT CONTRIBUTIONS	13,567.34	13,579.00	9,049.52	14,103.00
704.400 EDUCATION AND TRAINING	299.00	200.00	0.00	0.00
704.500 UNEMPLOYMENT COMPENSATION	1,235.10	1,100.00	1,346.29	1,100.00
704.600 WORKERS COMPENSATION	4,620.93	5,868.00	3,333.19	6,084.00
704.800 SICK PAY BUY OUT	841.12	1,504.00	0.00	1,560.00
726.000 SUPPLIES - GENERAL	10,796.01	6,000.00	4,977.69	15,000.00
726.046 SUPPLIES - UNIFORM/ACC	2,481.91	2,000.00	1,104.22	2,500.00
726.050 REPAIRS AND MAINT SUPPLIES	23,029.83	80,000.00	26,556.33	50,000.00
920.320 SNOW PLOWING	18,949.27	16,500.00	8,358.58	10,000.00
920.410 SERVICE CONTRACTS	7,373.65	45,000.00	7,370.50	12,000.00
930.660 GASOLINE	3,402.23	5,000.00	846.72	2,000.00
940.010 OUTSIDE CONTRACTED SERVICES	16,480.66	12,000.00	11,681.11	12,000.00
<b>Total</b>	<b>237,576.43</b>	<b>325,232.00</b>	<b>165,961.24</b>	<b>261,806.00</b>

# APPENDIX C



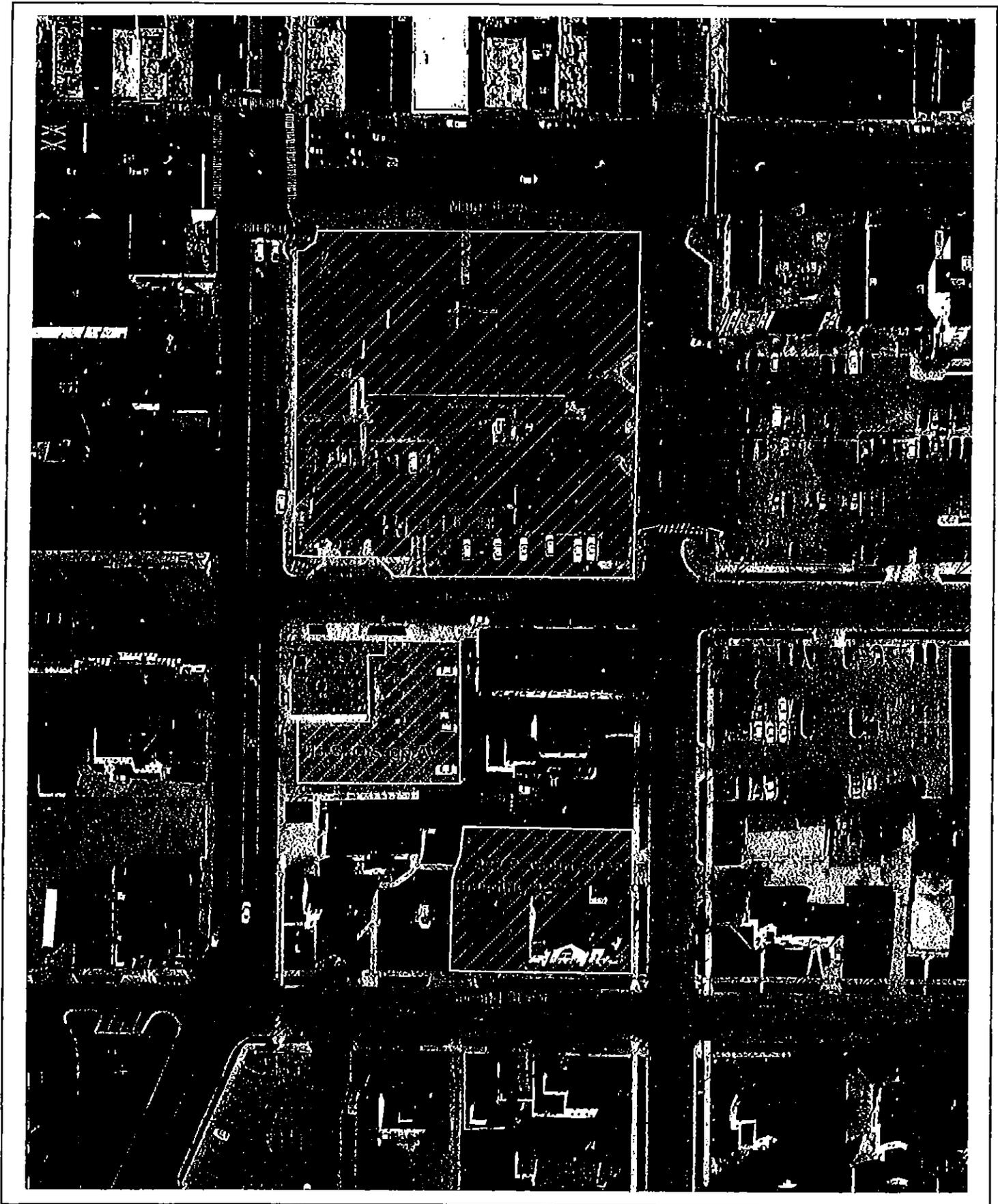
# Alpine Center Snow Removal

Scale: 1" = 400'



Hatched areas denote areas that Contractor will be responsible for the snow removal.





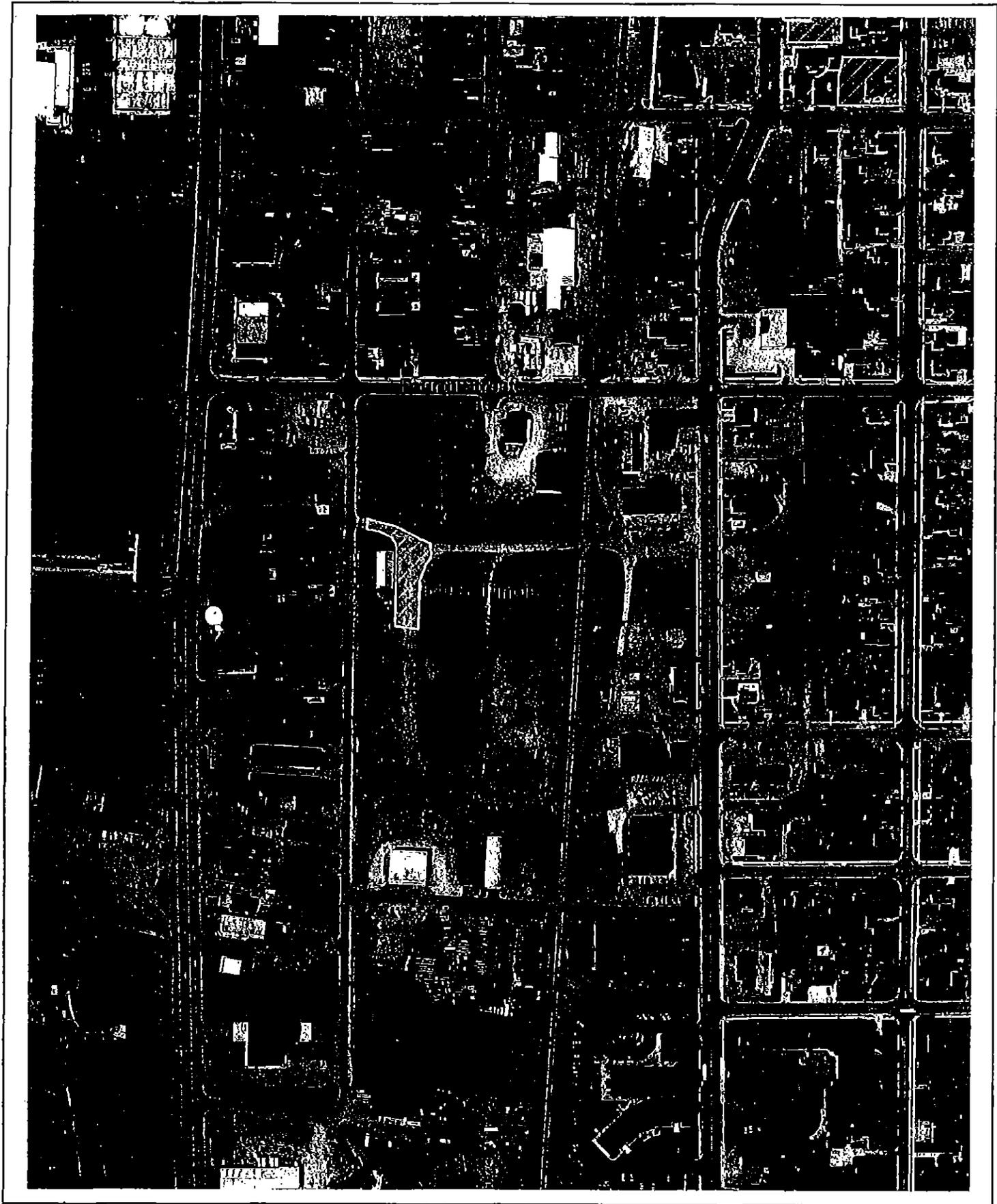
### Downtown Properties Snow Removal

Scale: 1" = 100'



Hatched areas denote areas that Contractor will be responsible for the snow removal.





### 540 S. Illinois Snow Removal

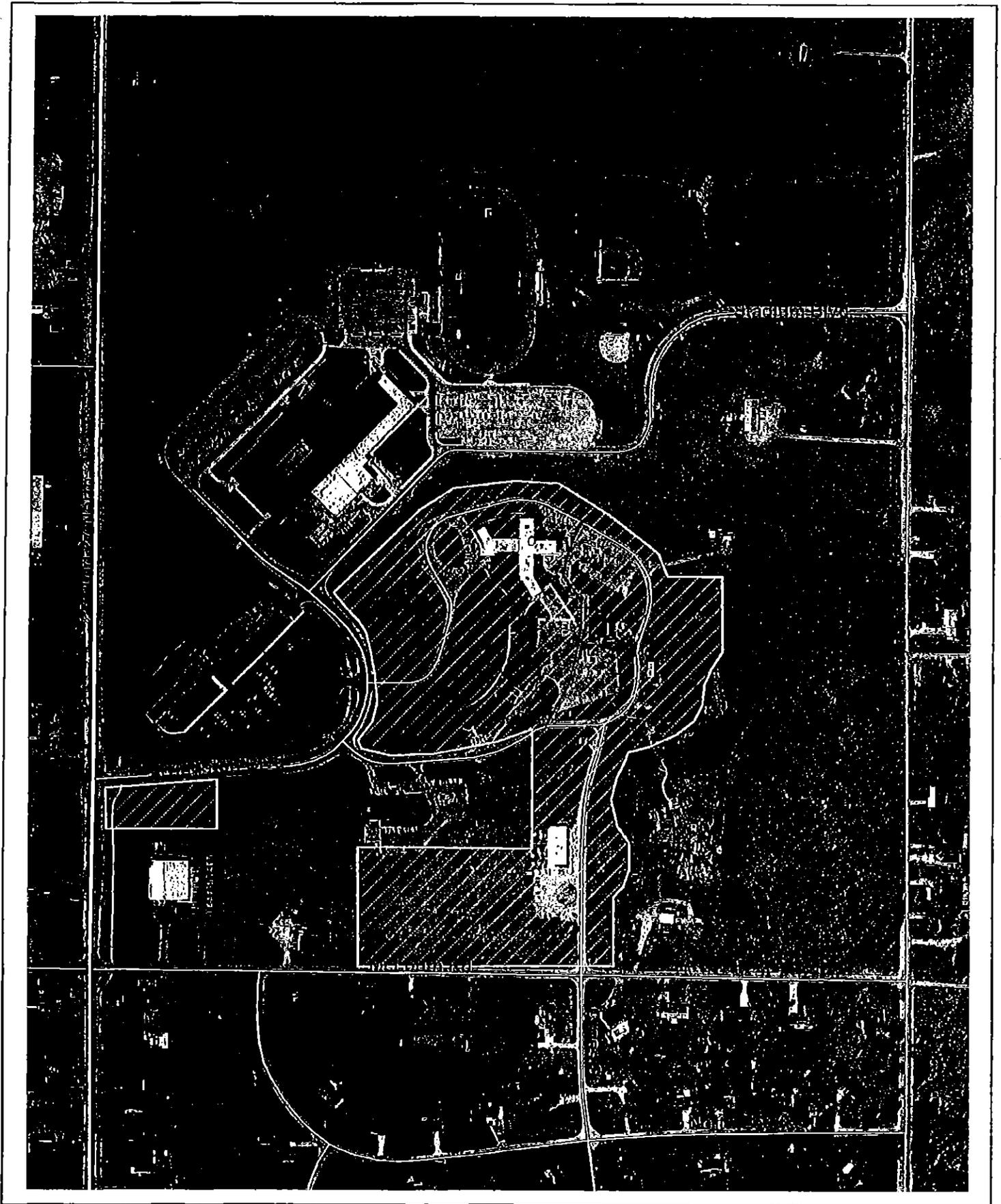
Scale: 1" = 300'



Hatched areas denote areas that Contractor will be responsible for the snow removal.



# APPENDIX D



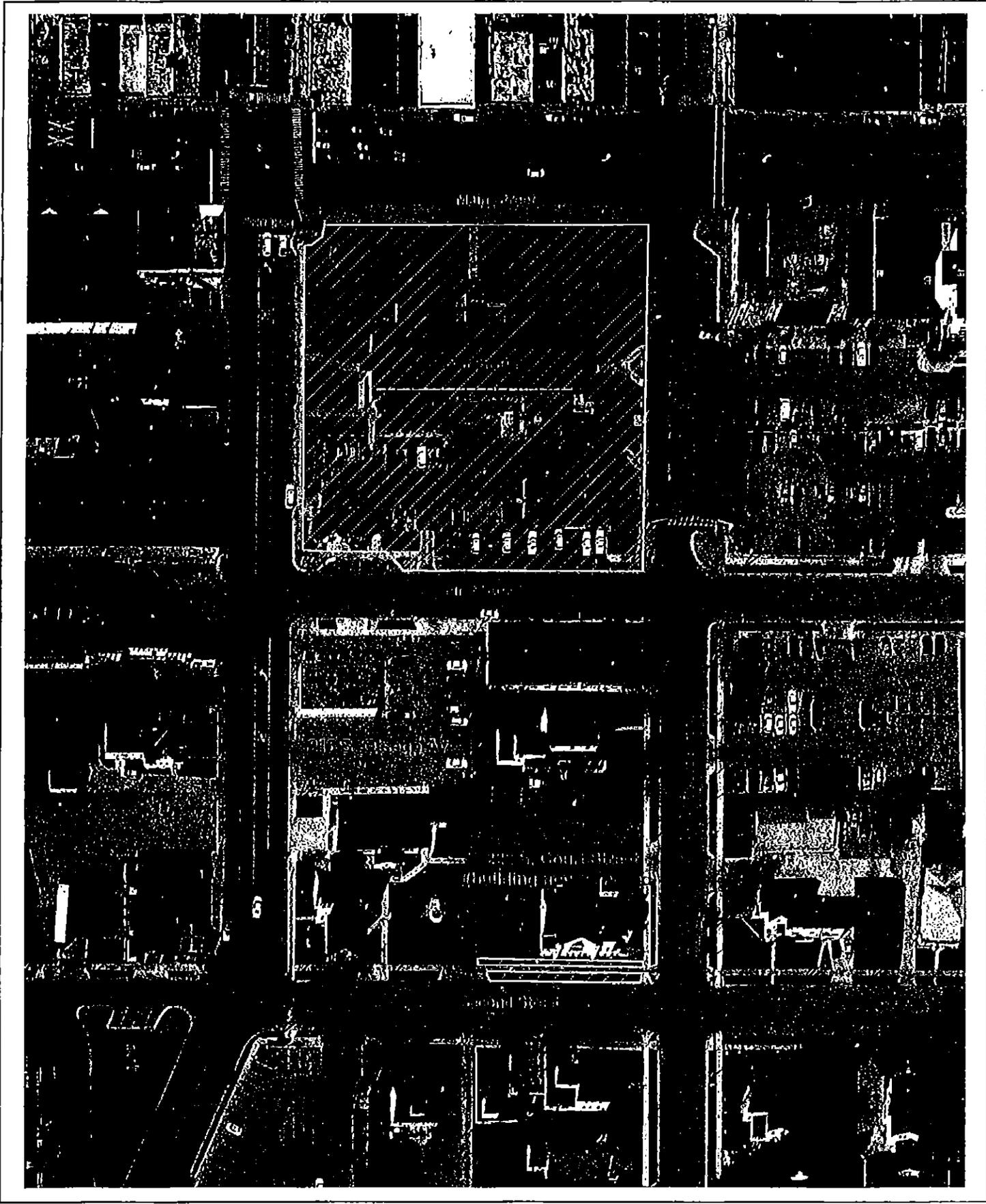
### Alpine Center Grass Maintenance

Scale: 1" = 400'



Hatched areas denote areas that Contractor will be responsible for the lawn maintenance.





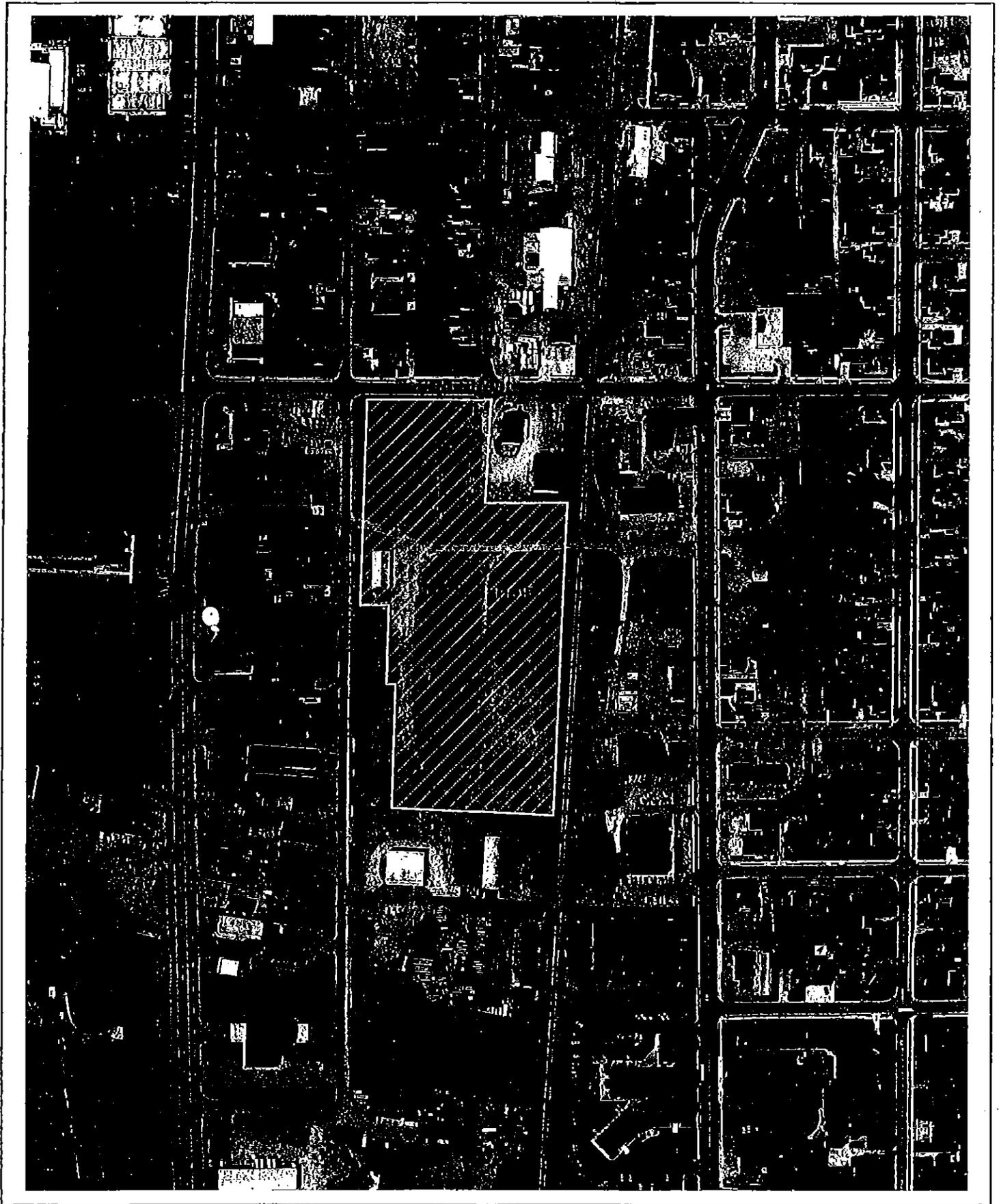
Downtown Properties Grass Maintenance

Scale: 1" = 100'



Hatched areas denote areas that Contractor will be responsible for the lawn maintenance.





### 540 S. Illinois Grass Maintenance

Scale: 1" = 300'



Hatched areas denote areas that Contractor will be responsible for the lawn maintenance.



09/15/2009

BUDGET REPORT FOR OTSEGO COUNTY

Fund 637: BUILDING AND GROUNDS

2010 FISCAL YEAR

*Proposed budget Amendment  
for The building + grounds  
Contract*

GL NUMBER	DESCRIPTION	2009		ACTIVITY AVAILABLE BUDGET	AMT WE		BUDGET LEFT
		AMENDED BUDGET THRU 09/30/2009	2009		CAN	TSF	
<b>APPROPRIATIONS</b>							
Dept 265: BUILDING AND GROUNDS							
637-265-703.010	REG EMP - DEPT DIR/COMM	47,245	35,093	12,152	12,152	-	-
637-265-703.030	REGULAR - HOURLY	33,173	23,952	9,221	9,221	-	-
637-265-703.060	PART-TIME/TEMPORARY	13,414	13,547	(133)	(800)	667	667
637-265-703.070	OVERTIME	9,000	5,098	3,902	3,902	-	-
637-265-704.110	HOSPITALIZATION	25,092	19,441	5,651	5,651	-	-
637-265-704.140	LIFE AND DISABILITY	1,480	807	673	673	-	-
637-265-704.200	SOCIAL SEC CONTRIBUTIONS	7,077	5,878	1,199	1,150	49	49
637-265-704.300	RETIREMENT CONTRIBUTIONS	13,579	10,358	3,221	3,221	-	-
637-265-704.400	EDUCATION AND TRAINING	200	0	200	200	-	-
637-265-704.500	UNEMPLOYMENT COMPENSATION	1,100	1,346	(246)	(400)	154	154
637-265-704.600	WORKERS COMPENSATION	5,868	3,807	2,061	1,061	1,000	1,000
637-265-704.800	SICK PAY BUY OUT	1,504	0	1,504	1,504	-	-
637-265-726.000	SUPPLIES - GENERAL	6,000	6,178	(178)	(3,000)	2,822	2,822
637-265-726.046	SUPPLIES - UNIFORM/ACC	2,000	1,322	678	678	-	-
637-265-726.050	REPAIRS AND MAINT SUPPLIES	80,000	49,436	30,564	15,000	15,564	15,564
637-265-920.200	WATER/SEWAGE	15,000	9,781	5,219	-	5,219	5,219
637-265-920.320	SNOW PLOWING	16,500	8,359	8,141	-	8,141	8,141
637-265-920.410	SERVICE CONTRACTS	45,000	14,091	30,909	15,239	15,670	15,670
637-265-930.210	TELEPHONE	36,000	20,197	15,803	-	15,803	15,803
637-265-930.610	NATURAL GAS	125,000	53,210	71,790	-	71,790	71,790
637-265-930.620	ELECTRICITY	89,000	64,012	24,988	-	24,988	24,988
637-265-930.660	GASOLINE	5,000	1,137	3,863	2,000	1,863	1,863
637-265-940.000	INSIDE PURCHASED SERVICES	4,924	4,924	0	-	-	-
637-265-940.010	OUTSIDE CONTRACTED SERVICES	12,000	11,788	212	-	-	-
<b>Totals for Dept 265-BUILDING AND GROUNDS</b>		<b>595,156</b>	<b>363,762</b>	<b>231,394</b>	<b>67,452</b>	<b>163,942</b>	<b>67,452</b>
<b>AMOUNT NEEDED FOR 4TH QUARTER PMT FOR CONTRACTUAL SERVICE 637-265-940.010</b>							

Otsego County Economic Alliance, Inc.  
Economic Development Services Agreement

This Agreement, entered into this day of September 22, 2009, between the County of Otsego, hereinafter called the "County" and the Otsego County Economic Alliance, Inc., hereinafter called the "Service Provider."

Witnesseth:

1. **Term.** The County agrees to contract with the Service Provider for the term beginning September 22, 2009 to and including September 22, 2010 to perform economic development services that will result in a benefit to the citizens of Otsego County. This Agreement shall be for an initial term of one (1) year. This Agreement shall be reviewed on an annual basis by the County and automatically extended annually unless the County gives the Service Provider written notice of its desire to modify or not extend the contract.
2. **Performance.** The Service Provider agrees to provide and perform all services as outlined in the Description of Services, in a competent and professional manner.
3. **Description of Services.** The Service Provider shall facilitate, coordinate and advance economic development projects that encourage new and existing businesses locate and expand in Otsego County; work with all local units of government to plan, finance and develop infrastructure to support business expansion and location; provide assistance to and develop resources in order to facilitate the start up of small businesses; provide information to new and existing businesses in Otsego County regarding taxes, workforce recruitment, education and training programs and opportunities offered in the County; encourage and solicit private sector involvement in and actively work toward developing a better educated and higher skilled workforce; encourage and develop a county-wide economic development partnership with the private and public sectors; assist the County with special projects; keep the County informed of significant economic development activities impacting Otsego County; and all other services as mutually agreed to by the County and Service Provider.

A representative of the Alliance will annually provide a report before the Board of Commissioners.

4. **Fee.** The County agrees to provide Service Provider with office space and associated services which are valued at \$11,513 per year and pay the Service Provider an annual fee as set by the Otsego County Board through its annual budgeting process.
5. **Renewal.** This Agreement shall be deemed to have been renewed annually for an additional period of one (1) year beyond its expiration date, up to a maximum of five (5) years, unless either the County or Service Provider shall have given written notice to the contrary 90 days prior to the expiration date of the Agreement. No reasons are required.
6. It is mutually understood and agreed that this Agreement does not confer any right to the Service Provider to continue providing services to the County beyond the expiration date of this Agreement.

By Service Provider:

\_\_\_\_\_  
Regan Quaal, Chairperson

\_\_\_\_\_  
Date

By Otsego County:

\_\_\_\_\_  
John Burt, Administrator

\_\_\_\_\_  
Date