

January 22, 2008

The Regular meeting of the Otsego County Board of Commissioners was held in the Multi-Purpose Room of the J. Richard Yuill Alpine Center. The meeting was called to order at 9:35 a.m. by Vice-Chairman Liss. Invocation by Commissioner Beachnau, followed by the Pledge of Allegiance led by Commissioner Backenstose.

Roll call:

Present: Backenstose, Beachnau, Liss, Johnson, Hyde.

Excused: Bates, Olsen, Glasser, Bentz.

The agenda was amended to add under new business item F) Goodwill Lease Termination and item G) County Infrastructure Committee Recommendation, Conservation District Pole Barn; A closed session was added as item 15.

The Regular meeting minutes of January 8, 2008 with attachments and the minutes from January 8, 2008 Pre-Board meeting were approved as presented.

Consent Agenda:

Motion to appoint Randy Stults to the ZBA, term to expire December 31, 2010. Motion carried via unanimous consent.

Motion to appoint Jim Hilgendorf to the Otsego County Planning Commission, term to expire July 24, 2009. Motion carried via unanimous consent.

Motion to approve the updated Inclement Weather Policy. Motion carried via unanimous consent. (see attached)

Rachel Frisch reviewed the December 2007 Financial report with the Board; The audit is scheduled for the first week of April.

Marlene Hopp updated the Board on the Remonumentation.

Joe Edwartowski reported on the Charlton Township open house that was held.

Diann Axford gave the Board her quarterly report.

New Business:

Motion by Commissioner Beachnau, to approve Warrant B2008-3 in the amount of \$246,781.09 with prepaids in the amount of \$79,352.75 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Hyde, to approve Warrant B2008-4 in the amount of \$283,171.08 with prepaids in the amount of \$205,865.72 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Johnson, to approve the 2008 Remonumentation Contract with Bob Mitchell & Associates. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Hyde, to approve the 2008 Remonumentation Contract with Wade Trim. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Beachnau, to approve the 2008 County Representative Contract with C.I. Robinson. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Backenstose, to correct the appointment of Margaret Richards to the DHS Board by extending the term ending date from May 1, 2010 to October 31, 2010. Ayes: Unanimous. Motion carried.

Motion by Commissioner Johnson, to approve the mutual release and surrender of lease agreement with Goodwill Industries of Northern Michigan, Inc. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Backenstose, to approve the Conservation District proposed plan to build a 40' x 40' pole barn at the Alpine Center. Ayes: Unanimous. Motion carried.

Board Remarks:

Commissioner Backenstose: Otsego Lake Township having fireworks February 23, 2008.
Planning meeting.

Motion by Commissioner Hyde, to enter into closed session under provisions of Act 267 of 1976 Section 8(c), discussion of a collective bargaining agreement.

Roll Call Vote:

Ayes: Backenstose, Beachnau, Liss, Johnson, Hyde.

Nays: None.

Excused: Bates, Olsen, Glasser, Bentz.

Motion carried.

Commissioner Beachnau: DNR Trail for non-motorized.
Airport Committee

Commissioner Liss: Teamsters union contract.

Entered into closed session at 10:15 a.m.

Returned to open session at 10:25

Motion by Commissioner Backenstose, to ratify the tentative agreement with the Bus Department Employees, and the Teamsters. Ayes: Unanimous. Motion carried.

Meeting adjourned at 10:26 a.m. at the call of the Vice-Chair.

Paul Liss, Vice-Chairman

Susan I. DeFeyer, County Clerk



Inclement Weather Policy

Otsego County is open for business unless there is a declared State of Emergency. There may be times, however, when we will delay opening. Use common sense and your best judgment, however, when traveling to work in inclement weather.

If you arrive at work after the scheduled start of your shift, that time is charged to you as either (1) personal (2) vacation time, or (3) unpaid time, in that order. You may make the hours up within the pay period when you arrived late due to inclement weather with your supervisor's permission. You should always use your discretion in getting to work. Otsego County attempts to accommodate individual situations by allowing the use of personal time and vacation time in these situations.

When potentially dangerous weather develops during the day and a decision is made by the County Administrator to close before your normal department closing time, you will be compensated as if you had worked to the end of your regularly scheduled hours for that day. If you elect to leave prior to a decision being made by Otsego County to close early, you will be required to use accrued time at the same rate as if you arrived after your scheduled start time.

If the County is closed by the County Administrator before the official start of the business day, employees will be paid for the hours they were scheduled to work that day. If the County is able to reopen during the day, employees will be expected to report to work when contacted by the department manager.

Union employees should consult their union contract regarding inclement weather.

This policy does not apply to Sheriff's Department employees or 911 Dispatch employees as those departments will not close during emergencies or inclement weather.

**OTSEGO COUNTY 2008 MONUMENTATION/REMONUMENTATION PROGRAM
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this _____ day of _____, 2008, by and between the County of Otsego, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter COUNTY, and Bob Mitchell & Associates located at 512 West Main Street, Gaylord, Michigan 49735, hereafter CONTRACTOR.

2. Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on the date first above written, and continue until December 31, 2008.

3. Definitions.
 - A. County Grant Administrator. Means a person appointed by the Otsego County Board of Commissioners as the individual responsible for completing and submitting the annual Application for a survey and Monumentation Grant to the State of Michigan, and the administering of the approved annual grant.

 - B. County Representative. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws.

 - C. Peer Group. Means not less than three non-associated surveyors appointed by the County Representative. One member of the Peer Group shall be the County Representative, who shall act as chair.

 - D. County Plan. Means the approved Otsego County Remonumentation Plan.

4. Compensation. The CONTRACTOR shall perform all work for the PROJECT at the applicable rates indicted on the Professional Fee Schedule attached to and made a part hereof, for the total amount not to exceed Seventeen Thousand and 00/100 dollars (US \$17,000.00). The PROJECT shall be defined as the corners completed (corners to be researched, corners to be monumented or remonumented and corners to have coordinates set) without exceeding the maximum amount.

5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when: (a) the Peer Review Group reviews and concurs with the CONTRACTORS Corner Research & Remonumentation according to the County Plan For Otsego County; (b) furnishes an original Land Corner Recordation Form, or forms if appropriate to the County Representative; (c) furnish one complete set of documents for each corner monumented, remonumented, researched or coordinate set to the County Representative to be placed in the permanent file maintained at the Register of Deeds Office; (d) the County Representative certifies to the appropriate County official or officer that (a), (b) and (c) have been completed and that such completed

work is in accordance with the grant; (e) that the County will pay the amount owed and due within 30 days of receipt of itemized invoice, approved by the County Representative and by the County Grant Administrator. These (a)-(d) requirements will be completed 45 days prior to end of the Grant Agreement, ending 12/31/2008.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 15, 2008**. Said statement shall be in accordance with the schedule of fees and charges outlined in this Contract. If the CONTRACTOR fails to meet this deadline, payment may be withheld at the option of the County Grant Administrator. In the event that the CONTRACTOR fails to meet the deadlines specified within this contract by at least fourteen days, there will be a reduction of \$50.00 per day from the Compensation total beginning on day fifteen. The Grant Administrator can extend deadlines at his/her discretion.

Payment for partial completion of contracts shall be allowed at the discretion of the Grant Administrator.

6. Subcontracting. Nothing contained in this contract shall prevent CONTRACTOR from employing such independent professional associates as CONTRACTOR to assist in the performance of services hereunder. The CONTRACTOR is an independent contractor. In such regard, any and all officers, employees, servants and agents of the contractor shall be deemed employees, servants and agents of the CONTRACTOR and not that of the COUNTY.

7. Services to be Provided by CONTRACTOR. In consideration of the compensation to be paid by the COUNTY, CONTRACTOR shall perform the following services:

A. CORNERS TO BE RESEARCHED (28 ea.):

T32N, R3W, Corwith Township (west), 28 corners

C11, C12, C13*, D11, D13*, E11, E12, E13*, F11, F13*, G03, G04, G05, G10, G12, G13*, H11, H13*, I10, I11, I12, I13*, J11, J13*, K11, K13*, L11, M11*

B. CORNERS TO BE MONUMENTED (28 ea.):

T32N, R3W, Corwith Township (west), 28 corners

C11, C12, C13*, D11, D13*, E11, E12, E13*, F11, F13*, G03, G04, G05, G10, G12, G13*, H11, H13*, I10, I11, I12, I13*, J11, J13*, K11, K13*, L11, M11*

* Corner common to an adjacent township (10 ea.)

C. Project Details. RESEARCH shall consist of a thorough investigation of all available sources and include copies of pertinent supporting documents and data. REMONUMENTATION shall consist of field reconnaissance of existing monumentation and references; any required measurements or calculations; a Land Corner Recordation Certificate; presentation to, and acceptance of, the Otsego County Peer Review Group; placement of an Otsego County Monument provided by the COUNTY, and a record of the date of completion of specific tasks on a form provided by the COUNTY. The COUNTY will record all Land Corner Recordation Certificates after acceptance by the Otsego County Peer Review Group. COORDINATES shall consist of State Plane Coordinates established in accordance with the requirement of the Office of Land Survey and Remonumentation.

This Contract requires that all survey work be performed in accordance with Act 345 of Public Acts 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws, and the County Plan as adopted by the State Survey Commission. From time to time the Peer Group will outline a specific procedure to recover or replace a Government corner. It is required that these instructions be followed to the best of the Contractor's ability.

8. Indemnification. 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 by CONTRACTOR under this Agreement or that may be sustained in or upon the County owned or leased premises from any actions or omissions of CONTRACTOR. Such indemnification shall survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities granted by law.
9. Insurance. CONTRACTOR, shall at its sole expense, obtain and maintain in full force and effect at all times during the term of this Agreement, the following insurance coverages, in a form acceptable to the County, with responsible insurance companies licensed and admitted to do business in the State of Michigan. CONTRACTOR shall provide the COUNTY with proof of insurance prior to commencement of this Agreement.

A. General Liability Insurance. General liability insurance with limits of liability not less than \$1,000,000 per occurrence for the protection of the COUNTY and the State of Michigan against all claims, liabilities, obligations, damages, claims, judgments, costs and expenses, damages, and expenses for bodily injury or death, personal injury and/or damage to property that may arise out of CONTRACTOR's negligent act, error or wrongful conduct incident to or arising out of the services provided under this Agreement, or that may be sustained in or upon the COUNTY premises and the State of Michigan (and its agents and employees) from any actions or omissions of CONTRACTOR (or anyone directly or indirectly employed by it).

B. Motor Vehicle Liability. Motor vehicle liability insurance, including, Michigan no-fault coverages.

C. Each insurance policy shall name the County as an Additional Insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the County.

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 CONTRACTOR's failure to timely perform the services under this Agreement, the COUNTY may, upon notice to CONTRACTOR, seek alternative means of obtaining the services.

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 terminate this contract immediately.

C. Either party may terminate this Agreement, with or without cause, upon 30 days prior written notice to the party.

12. Effect of Termination. In the event of termination of this Agreement pursuant to Section 11, CONTRACTOR will be entitled to the monies provided herein only through date of termination.

13. 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, Suite 203
 Gaylord, Michigan 49735

If to: Bob Mitchell & Associates:
 Ronald C. Brand, PS,
 Manager
 512 W. Main Street
 Gaylord, Michigan 49735

14. 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 _____ day of _____, 2008, at Gaylord, Michigan.

OWNER: COUNTY OF OTSEGO
225 W. Main Street
Gaylord, MI 49735

CONTRACTOR: BOB MITCHELL &
ASSOCIATES
512 W. Main Street
Gaylord, MI 49735

By: _____
Kenneth R. Glasser, Chairman
Otsego County Commissioner

By: _____
Ronald C. Brand, PS,
Manager

Approved as to Form

Approved as to Form

By: _____
John M. Burt,
Otsego County Administrator

By: _____
Marlene K. Hopp,
Otsego County Grant Administrator

**OTSEGO COUNTY 2008 MONUMENTATION/REMONUMENTATION PROGRAM
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this _____ day of _____, 2008, by and between the County of Otsego, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter COUNTY, and Wade Trim, Inc., located at 271 W. McCoy Road, Gaylord, Michigan, hereafter CONTRACTOR.

2. Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on the date first above written, and continue until December 31, 2008.

3. Definitions.
 - A. County Grant Administrator. Means a person appointed by the Otsego County Board of Commissioners as the individual responsible for completing and submitting the annual Application for a survey and Monumentation Grant to the State of Michigan, and the administering of the approved annual grant.

 - B. County Representative. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws.

 - C. Peer Group. Means not less than three non-associated surveyors appointed by the County Representative. One member of the Peer Group shall be the County Representative, who shall act as chair.

 - D. County Plan. Means the approved Otsego County Remonumentation Plan.

4. Compensation. The CONTRACTOR shall perform all work for the PROJECT at the applicable rates indicted on the Professional Fee Schedule attached to and made a part hereof, for the total amount not to exceed Sixteen Thousand Four Hundred and 00/100 dollars (US \$16,400.00). The PROJECT shall be defined as the corners completed (corners to be researched, corners to be monumented or remonumented and corners to have coordinates set) without exceeding the maximum amount.

5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when: (a) the Peer Review Group reviews and concurs with the CONTRACTORS Corner Research & Remonumentation according to the Monumentation and Remonumentation Plan For Otsego County; (b) furnishes an original Land Corner Recordation Form, or forms if appropriate to the County Representative; (c) furnish one complete set of documents for each corner monumented, remonumented, researched or coordinate set to the County Representative to be placed in the permanent file maintained at the Register of Deeds Office; (d) the County Representative certifies to the

appropriate County official or officer that (a), (b) and (c) have been completed and that such completed work is in accordance with the grant; (e) that the County will pay the amount owed and due within 30 days of receipt of itemized invoice, approved by the County Representative and by the County Grant Administrator. These (a)-(d) requirements will be completed 45 days prior to end of the Grant Agreement, ending 12/31/2008.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 15, 2008**. Said statement shall be in accordance with the schedule of fees and charges outlined in this Contract. If the CONTRACTOR fails to meet this deadline, payment may be withheld at the option of the County Grant Administrator. In the event that the CONTRACTOR fails to meet the deadlines specified within this contract by at least fourteen days, there will be a reduction of \$50.00 per day from the Compensation total beginning on day fifteen. The Grant Administrator can extend deadlines at his/her discretion.

Payment for partial completion of contracts shall be allowed at the discretion of the Grant Administrator.

6. Subcontracting. Nothing contained in this contract shall prevent CONTRACTOR from employing such independent professional associates as CONTRACTOR to assist in the performance of services hereunder. The CONTRACTOR is an independent contractor. In such regard, any and all officers, employees, servants and agents of the contractor shall be deemed employees, servants and agents of the CONTRACTOR and not that of the COUNTY.

7. Services to be Provided by CONTRACTOR. In consideration of the compensation to be paid by the COUNTY, CONTRACTOR shall perform the following services:

A. CORNERS TO BE RESEARCHED (27 ea.):

T31N, R3W, Livingston Township, 27 corners
A03*, A05*, B03, C03, C04, C05, C06, D03, E02, E03, E04, E05, E06, G03, H03, H05, H07, I03, I04, I05, I06, I07, J07, K07, L01*, L07, M01**

B. CORNERS TO BE MONUMENTED (27 ea.):

T31N, R3W, Livingston Township, 27 corners
A03*, A05*, B03, C03, C04, C05, C06, D03, E02, E03, E04, E05, E06, G03, H03, H05, H07, I03, I04, I05, I06, I07, J07, K07, L01*, L07, M01**

* Corner common to an adjacent township (3 ea.)

** Corner common to three adjacent townships (1ea.)

C. Project Details. RESEARCH shall consist of a thorough investigation of all available sources and include copies of pertinent supporting documents and data. REMONUMENTATION shall consist of field reconnaissance of existing monumentation and references; any required measurements or calculations; a Land Corner Recordation Certificate; presentation to, and acceptance of, the Otsego County Peer Review Group; placement of an Otsego County Monument provided by the COUNTY, and a record of the date of completion of specific tasks on a form provided by the COUNTY. The COUNTY will record all Land Corner Recordation Certificates after acceptance by the Otsego County Peer Review Group. COORDINATES shall consist of State Plane Coordinates established in accordance with the requirement of the Office of Land Survey and Remonumentation.

This Contract requires that all survey work be performed in accordance with Act 345 of Public Acts 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws, and the County Plan as adopted by the State Survey Commission. From time to time the Peer Group will outline a specific procedure to recover or replace a Government corner. It is required that these instructions be followed to the best of the Contractor's ability.

8. Indemnification. 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 by CONTRACTOR under this Agreement or that may be sustained in or upon the County owned or leased premises from any actions or omissions of CONTRACTOR. Such indemnification shall survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities granted by law.
9. Insurance. CONTRACTOR, shall at its sole expense, obtain and maintain in full force and effect at all times during the term of this Agreement, the following insurance coverages, in a form acceptable to the County, with responsible insurance companies licensed and admitted to do business in the State of Michigan. CONTRACTOR shall provide the COUNTY with proof of insurance prior to commencement of this Agreement.

A. General Liability Insurance. General liability insurance with limits of liability not less than \$1,000,000 per occurrence for the protection of the COUNTY and the State of Michigan against all claims, liabilities, obligations, damages, claims, judgments, costs and expenses, damages, and expenses for bodily injury or death, personal injury and/or damage to property that may arise out of CONTRACTOR's negligent act, error or wrongful conduct incident to or arising out of the services provided under this Agreement, or that may be sustained in or upon the COUNTY premises and the State of Michigan (and its agents and employees) from any actions or omissions of CONTRACTOR (or anyone directly or indirectly employed by it).

B. Motor Vehicle Liability. Motor vehicle liability insurance, including, Michigan no-fault coverages.

C. Each insurance policy shall name the County as an Additional Insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the County.

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 CONTRACTOR's failure to timely perform the services under this Agreement, the COUNTY may, upon notice to CONTRACTOR, seek alternative means of obtaining the services.

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 terminate this contract immediately.

C. Either party may terminate this Agreement, with or without cause, upon 30 days prior written notice to the party.

12. Effect of Termination. In the event of termination of this Agreement pursuant to Section 11, CONTRACTOR will be entitled to the monies provided herein only through date of termination.

13. 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, Suite 203
 Gaylord, Michigan 49735

If to Wade Trim: Stephen M. Johnson, P.S.
 Vice-President
 271 W. McCoy Road
 PO Box 618
 Gaylord, Michigan 49734

14. 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 _____ day of _____, 2008, at Gaylord, Michigan.

OWNER: COUNTY OF OTSEGO
225 W. Main Street
Gaylord, MI 49735

CONTRACTOR: WADE-TRIM, INC.
P.O. Box 618
Gaylord, MI 49734

By: _____
Kenneth R. Glasser, Chairman
Otsego County Commissioner

By: _____
Stephen M. Johnson, PS,
Vice President

Approved as to Form

Approved as to Form

By: _____
John M. Burt,
Otsego County Administrator

By: _____
Marlene K. Hopp,
Otsego County Grant Administrator

**OTSEGO COUNTY 2008 MONUMENTATION/REMONUMENTATION PROGRAM
AGREEMENT FOR COUNTY REPRESENTATIVE SERVICES**

1. Parties. This agreement made this _____ day of _____, 2008, by and between the County of Otsego, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter COUNTY, and C.I. Robinson, PE & PS., located in the Township of Bagley, Gaylord, Michigan, hereafter CONTRACTOR.
2. Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on January 1, 2008, and continue until December 31, 2008.
3. Definitions.
 - A. County Grant Administrator. Means a person appointed by the Otsego County Board of Commissioners as the individual responsible for completing and submitting the annual Application for a survey and Monumentation Grant to the State of Michigan, and the administering of the approved annual grant.
 - B. County Representative. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws
 - C. County Surveyor. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws.
 - D. Peer Group. Means not less than three non-associated surveyors appointed by the County Representative. One member of the Peer Group shall be the County Representative, who shall act as chair.
4. Compensation. The CONTRACTOR shall perform all work for the PROJECT for the total amount not to exceed Four Thousand Two Hundred Thirty Seven and 00/100 dollars (US \$4,237.00). The PROJECT shall be defined as completion of all duties listed in Section 7, Services to be Provided by CONTRACTOR.
5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when the required work listed in Section 7, Services to be Provided by CONTRACTOR, is completed by the CONTRACTOR.

If the CONTRACTOR fails to meet the deadlines contained within this contract, payment may be withheld at the option of the County Grant Administrator. In the event that the CONTRACTOR fails to meet the deadlines specified within this contract by at least fourteen days, there will be

a reduction of \$50.00 per day from the Compensation total beginning on day fifteen.

Payment for partial completion of contracts shall be allowed at the discretion of the Grant Administrator. Requests for payment for partial completion of contract will not be routinely approved in order to encourage timely performance of the contract.

6. Subcontracting. Nothing contained in this contract shall prevent CONTRACTOR from employing such independent professional associates as CONTRACTOR to assist in the performance of services hereunder. The CONTRACTOR is an independent contractor. In such regard, any and all officers, employees, servants and agents of the contractor shall be deemed employees, servants and agents of the CONTRACTOR and not that of the COUNTY.
7. Services to be Provided by CONTRACTOR. In consideration of the compensation to be paid by the COUNTY, CONTRACTOR shall perform the following services:
 - A. Establishing, scheduling meetings of, and chairing a Peer Group which will meet and act as advisors for ratification of corner locations. These meetings shall be in compliance with the Open Meetings Act. Peer Group meetings shall be scheduled as to allow for all assigned Remonumentation corners, other than corners tabled until the following grant cycle, to be reviewed and ratified by October 1, 2008.
 - B. Evaluation of all completed Land Corner Recordation Certificate(s). Such work to be completed by October 31, 2008.
 - C. Creating and maintaining a filing system for each corner, which contains all survey information compiled.
 - D. Submitting documentation to the County Grant Administrator as required for the annual Application for Monumentation Grant which includes, but is not limited to the following:
 1. A general work-progress report for all current awarded contracts, by October 1, 2008.
 2. For the current-year projects, a description of the work area completed, and the work remaining to be completed. Such completion report will be completed by November 15, 2008.
 3. The Work Program for the following year. Such Work Program will be completed by November 30, 2008. The Work Program will indicate (a) the area where the Public Land Survey corners and Property-controlling corners are proposed to be monumented and/or remonumented and

coordinates set within the next contract year; (b) the area where the Public Land Surveyor corners and Property-controlling corners are to be researched in the next contract year; (c) the area where horizontal and vertical control stations are to be researched and located; and (d) the area where horizontal and vertical coordinates are to be established.

The County Representative will consult with and obtain the consent of the Grant Administrator when drafting the Work Program and Remonumentation Grant Application for the following year.

- E. Any other duties contained in the Monumentation and Remonumentation Plan for Otsego County, Michigan or those contained in Act 345, of the Public Acts of 1990, the State Survey and Remonumentation Act, being Sections 54.261 to 54.279 of the Michigan Compiled Laws.
8. Motor Vehicle Liability Insurance. Proof of Motor vehicle liability insurance, including, Michigan no-fault coverages.
9. 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 CONTRACTOR's failure to timely perform the services under this Agreement, the COUNTY may, upon notice to CONTRACTOR, seek alternative means of obtaining the services.
10. 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 terminate this contract immediately.
11. Effect of Termination. In the event of termination of this Agreement pursuant to Section 10, CONTRACTOR will be entitled to the monies provided herein only through date of termination.
12. 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, Suite 203
 Gaylord, Michigan 49735

If to C.I. Robinson, PE & PS:

Carl Robinson, PE & PS
699 W. Pine Briar
Gaylord, Michigan 49735

13. 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 _____ day of _____, 2008, at Gaylord, Michigan.

OWNER: COUNTY OF OTSEGO
225 W. Main Street
Gaylord, MI 49735

CONTRACTOR: Carl I. Robinson, PE & PS
669 W. Pine Briar
Gaylord, MI 49735

By: _____
John M. Burt
Otsego County Administrator

By: _____
Carl I. Robinson, PE & PS
Otsego County Surveyor

Approved as to Form

Approved as to Form

**MUTUAL RELEASE AND
SURRENDER OF LEASE AGREEMENT**

This Mutual Release and Surrender of Lease Agreement ("Agreement") is made by and between **Otsego County** ("Landlord") and **Goodwill Industries of Northern Michigan, Inc.**, a Michigan non-profit corporation ("Tenant").

RECITALS

- A. Tenant is the Lessee and Landlord is the Lessor under a certain lease agreement dated July 14, 2005 (the "Lease") for the premises commonly known as the Novak Building in Livingston Township, Otsego County, Michigan (the "Premises").
- B. The Landlord and the Tenant have agreed to mutually cancel and terminate the Lease upon the terms and conditions set forth in this Agreement and mutually release each other from any further obligations under the Lease.

AGREEMENT

- 1. Termination of Lease. In consideration of the promises made herein, the parties agree the Lease shall be cancelled and terminated as of February 1, 2008. Tenant shall be fully responsible for all costs and expenses which are the responsibility of Tenant under the Lease through February 1, 2008, including rent, utilities, taxes, and insurance.
- 2. Surrender of Possession. The Tenant gives, grants, and surrenders all of the Tenant's right and interest in and to the premises and possession of the premises to the Landlord as of February 1, 2008, and the Landlord accepts such surrender and possession of the premises in the condition now existing, except as provided in this Agreement.
- 3. Personal Property. Tenant agrees to provide to Landlord, in consideration of the promises made herein, all furniture and furnishings currently being used in the Novak Building, as well as a 15 passenger van, VIN number 2B5WB35Z8VK585339.
- 4. Mutual Release. The Landlord and the Tenant release and hold each other harmless from all obligations and duties of the other set forth in the Lease and the Landlord and the Tenant also release and discharge each other, their officers, directors, commissioners, employees, successors, and assigns from all claims, demands, causes of action, losses, costs, expenses, attorney fees, and liabilities that each had, has, or may have against the other arising out of the Lease.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date indicated below.

LANDLORD:

OTSEGO COUNTY

By: _____

Its: _____

Dated: _____, 2008

TENANT:

GOODWILL INDUSTRIES OF
NORTHERN MICHIGAN, INC.

By: _____

Its: _____

Dated: _____, 2008