

March 24, 2009

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 9:30 a.m. by Chairman Glasser. Invocation by Commissioner Johnson, followed by the Pledge of Allegiance led by Commissioner Hyde.

Roll call:

Present: Bates, Beachnau Brown, Glasser, Harkness, Hyde, Johnson, Liss.

Excused: Backenstose.

Motion by Commissioner Hyde, to adopt Resolution OCR-09-11 Honoring Don Tober as presented.

Roll Call Vote:

Ayes: Bates, Brown, Glasser, Harkness, Hyde, Johnson, Liss.

Nays: None.

Excused: Backenstose.

Absent: Beachnau.

Motion carried/Resolution adopted. (see attached)

The Regular minutes of March 10, 2009 with attachments were approved as presented.

Consent Agenda:

Motion to approve the appointment of Patrick McNamara to the Airport Advisory Committee term to expire December 31, 2010. Ayes: Unanimous. Motion carried.

Motion to approve the purchase of a Ford Expedition from Gaylord Ford in the amount of \$27,466.60 for 9-1-1/Emergency Management, along with the associated Budget Amendment. Cost to be split equally between the Equipment Fund (fund 266) and a loan from the Public Improvement Fund (fund 245). The 911 Fund (fund 261) will pay the Public Improvement Fund loan over a 4 year period, at 4.5% interest. Unanimous. Motion carried. (see attached)

Motion to approve the 2009 Miscellaneous Funds Budget amendment (BS&A) as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to have the Courthouse Restoration Fund (fund 497) reimburse the Capital Projects Fund (fund 499) for the cost to re-carpet the courtroom in the County Building, in the amount of \$8,769.00 along with the associated Budget Amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the 2009 General Fund Budget/Capital Projects Amendment as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the 2009 General Fund/Airport Budget amendment as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the Bagley Township Land Use Agreement as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the appointment of Barbara Henderson to the Otsego County Jury Board with the term to expire April 30, 2015. Ayes: Unanimous. Motion carried.

Administrator's Report:

John Burt reported on the Alpine woodwork; various meetings.

Department Head Reports:

Mike Thompson updated on the Board on the Emergency Management/9-1-1.

Trisha Adam discussed the GASB 45; unfunded retiree health care; MERS savings program health care.

Motion by Commissioner Liss, to accept the GASB 45 report. Ayes: Unanimous. Motion carried.

Committee Reports:

Motion by Commissioner Bates, to approve the Tax Sharing Policy as presented. Motion by Commissioner Beachnau, to postpone the discussion of the Tax Sharing Policy to the April 14, 2009 Board meeting. Ayes: Beachnau, Brown, Harkness, Hyde, Johnson, Liss. Nays: Glasser, Bates. Excused: Backenstose. Motion carried.

Correspondence:

Chairman Glasser received a Thank you card from Suzy DeFeyer; Letter from Wayne County Board of Commissioners.

Commissioner Hyde received an email from Tom Deans from the Road Commission regarding the stimulus money for the roads.

The December 2008 and the February 2009 Financial Reports were presented to the Board.

New Business:

Motion by Commissioner Harkness, to approve the March 17, 2009 Warrant in the amount of \$90,509.62 Ayes: Unanimous. Motion carried.

Motion by Commissioner Brown, to approve the March 24, 2009 Warrant in the amount of \$221,914.81. Ayes: Unanimous. Motion carried.

Motion by Commissioner Hyde, to adopt Resolution OCR-09-08 approving the Commission on Aging ballot language as presented.

Roll Call Vote:

Ayes: Bates, Beachnau, Brown, Glasser, Harkness, Hyde, Johnson, Liss.

Nays: None.

Excused: Backenstose.

Motion carried/Resolution adopted. (see attached)

Public hearing held on Parks Plan amendment.

Public hearing closed at 10:20 a.m.

Motion by Commissioner Johnson, to adopt Resolution OCR-09-09 Amendment to the Otsego County Parks Plan and Grant Application Approval.

Roll Call Vote:

Ayes: Bates, Beachnau, Brown, Glasser, Harkness, Hyde, Johnson, Liss.

Nays: None.

Excused: Backenstose.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Beachnau, to adopt Resolution OCR-09-10 approving the Sportsplex annexation.

Roll Call Vote:

Ayes: Bates, Beachnau, Brown, Glasser, Harkness, Hyde, Johnson, Liss.

Nays: None.

Excused: Backenstose.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Johnson, to approve the Wade Trim Contract as presented.

Ayes: Unanimous. Excused: Backenstose. Motion carried. (see attached)

Board Remarks:

Commissioner Bates: City Council meeting.

Commissioner Beachnau: Recycling Committee meeting April 22, 2009.

Commissioner Brown: MSU Extension meeting.

Commissioner Johnson: County Infrastructure meeting.

Commissioner Harkness: Airport meeting.

Commissioner Hyde: MTEC meeting.

Commissioner Liss: Airport meeting.

Commissioner Glasser: ORV Ordinance.

Meeting adjourned at 10:48 a.m. at the call of the Chair.

Kenneth R. Glasser, Chairman

Lynn Branch, Chief Deputy Clerk

**RESOLUTION NO. OCR 09-11
COMMENDATION IN HONOR OF DONALD L. TOBER
OTSEGO COUNTY BOARD OF COMMISSIONERS
March 24, 2009**

WHEREAS, Donald L. Tober served the Otsego County Planning Commission as their Chairman since 1996, and

WHEREAS, while Don was Chairman he was instrumental in drafting and guiding the Master Plan of Otsego County; and

WHEREAS, Don enjoyed serving his community and was the founder of the Friends for Life of Otsego County; and

WHEREAS, Don was instrumental in the adoption of the Otsego County Animal Shelter's no-kill policy of adoptable pets, and

WHEREAS, Don spent countless hours working for the citizens of Otsego County to ensure fair ordinances and proper future development, and

WHEREAS; Don died on Sunday, February 15, 2009 and will be greatly missed by his many friends and colleagues, now, therefore, be it

RESOLVED, that Donald L. Tober shall be remembered by his fellow colleagues and the public for the giving of his time and talents to make Otsego County a better place to live and work, and be it further

RESOLVED, that the Otsego County Board of Commissioners honor and thank Don's family for his outstanding service to our community and offer their condolences.



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Equipment / Public Improvements / 9.1.1

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 Purchase of vehicle for 9.1.1 / Emergency Mgt Director

Account Number	Decrease	Increase
245.056 - 400.001 - Budgeted	\$	\$ 13,734.00
- - use of fund Bal	\$	\$
261.050 - 400.001 - " "	\$	\$ 2,506.00
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
245.901 - 973.420 - Vehicle Purch.	\$ 13,734.00	\$
261.427 - 973.420 - " "	\$ 2,506.00	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

Rachel Stroch
Department Head Signature

3-18-09
Date

Finance Department
Entered:
By:

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



OTSEGO COUNTY
BUDGET AMENDMENT

PG 1 of 3

FUND/DEPARTMENT: VARIOUS

General
Computer Software
Delq. TX
Animal Ctrl
Airport
Hmstd Audit
Bldg Dept
Reg of Deeds

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 Software + hardware upgrades (BS&A)

Account Number	Decrease	Increase
402-050 - 400-001 - Budgeted Use	\$	\$ 17,595
- of Fund Bal.	\$	\$
402-030 - 999-030 - Transfer In	\$	\$ 7,922
516-050 - 400-001 - Budgeted Use	\$	\$ 13,541
Total of Fund Bal.	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
402-901 - 970-450 - Software purch.	\$ 25,517	\$
101-941 - 999-000 - Contingency	\$	\$ 7,922
101-969 - " - Tsf to other Fds	\$ 7,922	\$
516-901 - 970-450 - software purch	\$ 13,541	\$
-	\$	\$
-	\$	\$
Total	\$	\$

Rachel Frisck
Department Head Signature

3-18-09
Date

Richard Department
Entered:
By:

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

P6 2 of 3

FUND/DEPARTMENT: _____

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

Account Number	Decrease	Increase
616.170 - 445.000 - Fees & Penalties	\$	\$ 1,525
249.050 - 400.001 - Budgeted Use of Fund Bal	\$	\$ 2,597
281.050 - 400.001 - " "	\$	\$ 650
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
212.941 - 999.990 - Contrib. to Fund Bal	\$	\$ 2,499
212.901 - 970.450 - Software purch.	\$ 2,499	\$
616.253 - " " - " "	\$ 1,525	\$
249.901 - " " - " "	\$ 2,597	\$
281.901 - " " - " "	\$ 650	\$
-	\$	\$
Total	\$	\$

Department Head Signature

Date

Administrator's Signature

Date

Finance Department
Entered:
By:

Board Approval Date (If necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

Pg 3 of 3

FUND/DEPARTMENT: _____

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

Account Number	Decrease	Increase
256-050-400.001 - Budgeted Use	\$	\$ 1,948
- - of Fund Bal.	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
256-901-970.450 - Software Purch	\$ 1,948	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

Department Head Signature

Date

Administrator's Signature

Date

Finance Department
Entered: _____
By: _____

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

**Consent Agenda. B. Budget & Finance Committee Recommendations
3. 2009 Courthouse Restoration/Capital Projects Budget Amendment**

MOTION

Move to have the Courthouse Restoration Fund (fund 497) reimburse the Capital Projects Fund (fund 499) for the cost to re-carpet the courtroom in the County Building, in the amount of \$8,769, along with the associated Budget Amendment.

SIGNED _____

DATE 03-24-09 _____



**OTSEGO COUNTY
BUDGET AMENDMENT**

Restoration

FUND/DEPARTMENT: Capital Projects / Courthouse

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 Transfer Courtroom carpeting expense to Courthouse Rest. Fd.

Account Number	Decrease	Increase
499.050 - 400.001 - Budget Use	\$ 8,769	\$
- - of Fund Bal	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
499.901 - 970.300 - Property Impvs.	\$	\$ 8,769
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

Rachel Frisch
Department Head Signature

3-18-09
Date

Finance Department
Entered:
By:

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



OTSEGO COUNTY BUDGET AMENDMENT

2008

FUND/DEPARTMENT: General / Capital Projects

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 Transfer to Capital projects fund.

Account Number	Decrease	Increase
101.050 - 699.030 - Transfers In	\$	\$ 100,000
101.010 - 402.000 - Property Txs	\$	\$ 75,000
499.030 - 699.030 - Transfer In	\$	\$ 225,000
499.050 - 400.001 - Budgeted use of fund bal.	\$ 225,000	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101.969 - 999.000 - Tsf to other fds.	\$ 225,000	\$
101.851 - 930.300 - Ins. & Bonds	\$	\$ 50,000
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

Rachel Frisch
Department Head Signature

3-18-09
Date

Finance Department
Entered:
By:

Administrator's Signature

Date

Board Approval Date (If necessary)

Budget Adjustment #

Posting Number

*Cash tsf.



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: General / Airports

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 Electrical wiring project at Airports

Account Number	Decrease	Increase
<u>281.030 - 699.030 - Transfer In</u>	\$	\$ 10,000
-	\$	\$
-	\$	\$
-	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
<u>101.941 - 999.990 - Contingency</u>	\$	\$ 10,000
<u>101.966 - 999.000 - Airport Approp.</u>	\$ 10,000	\$
-	\$	\$
<u>281.537 - 920.400 - Rep+Maint Svc.</u>	\$ 10,000	\$
-	\$	\$
-	\$	\$
Total	\$	\$

Rachel Frisch
Department Head Signature

3-18-09
Date

Finance Department	
Entered:	
By:	

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

**Cash tsf.*

**CONTRACT FOR MUNICIPAL LAND USE SERVICES ADMINISTRATION
(LAND USE PLANNING, ZONING, ZONING ADMINISTRATION AND
BUILDING CODE COMPLIANCE)**

WHEREAS, Otsego County (the County) and Bagley Township (the Township) agree that it is in the interest of the Citizens of the County and the Township and the overall development of the County and the Township to centralize administration of Land Use Services, and

WHEREAS, the County and the Township agree that Land Use Services includes Land Use Planning, Zoning and Zoning Administration and Enforcement, and

WHEREAS, the County and the Township agree that because the County's offices are centrally located and because the County can provide professional and administrative personnel, and office space to the Township so that the land use within the Township can be developed uniformly with joint cooperation and with one location for citizens to go for more efficient service with one set of rules.

Agreements

The County and the Township hereby enter in to this Contract for services. This contract shall be in effect for a period of two (2) years beginning April 1, 2009 and continuing in effect until March 31, 2011.

Responsibilities of the County

- 1. The County shall provide full and complete professional Land Use Planning, to include adoption of a County wide Master Land Use Plan and Future Land Use Map that has been adopted pursuant to the Statutes of the State of Michigan, which Plan shall be the basis for a Zoning Ordinance that the County shall adopt pursuant to the Statutes of the State of Michigan.**
- 2. The County shall provide professional planning personnel on staff to assist Township officials from all Townships within Otsego County, officials from the City of Gaylord, the Village of Vanderbilt, citizens, land owners and developers with Land Use Planning questions and procedures and municipal cooperation.**
- 3. The County shall maintain digital maps for zoning and land use planning purposes.**
- 4. The County shall appoint and operate a County Planning Commission for the purposes of administering the County Plan and the County Zoning Ordinance**
- 5. The County shall appoint and operate a County Zoning Board of Appeals for the purposes of interpreting and ruling on requests involving administration of the Zoning Ordinance.**
- 6. The County shall insure that the Township is informed and advised of any proposed land use changes or proposed ordinance text changes or special land use requests or other similar requests presented to the Planning Commission and any requests presented to the Zoning Board of Appeals**

- involving land within the Township.
7. The County shall provide professional personnel on staff to administer and enforce the zoning ordinance regulations and all other land use regulations.
 8. The County shall provide an annual report to the Township at the last Township Association meeting each year. The report shall include but is not limited to a financial report showing the expenses of the Planning & Zoning Department, the fee schedule for permits issued, the number and type of permits issued; and the revenue received.

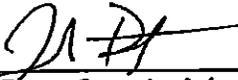
Responsibilities of the Township

1. Bagley Township has been designated as a "Large" Township within Otsego County based on Planning and Zoning activity. As one of the four "Large" Townships within Otsego County, Bagley Township agrees to provide a total of \$3,800 per year to assist in covering the costs of operation and staffing of the Planning & Zoning Department
2. The Township will pay the annual contribution amount as noted above by May 1st of each year of this contract.

Otsego County and Bagley Township.

Entered into this ____ day of _____ 2009 between Otsego County and Bagley Township

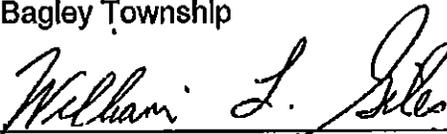
Otsego County



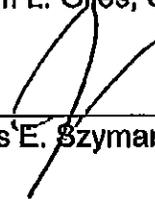
John Burt, County Administrator

Suzy DeFeyter, County Clerk

Bagley Township



William L. Giles, Supervisor



James E. Szymanski, Township Clerk

Township Contribution based on Planning & Zoning activity

Township	Large or Small
Charlton	Small
Chester	Small
Corwith (minus Vanderbilt)	Small
Dover	Small
Elmira	Small
Bagley	Large
Hayes	Large
Livingston	Large
Bagley	Large

4 Large = total contribution of \$15,200 or \$3,800 each
5 Small = total contribution of \$8,800 or \$1760 each

RESOLUTION NO. OCR 09-08

WHEREAS, Otsego County currently operates and maintains the Otsego County Commission on Aging and employs individuals to carry out the functions of the county commission on aging for the benefit of elderly residents of the county; and

WHEREAS, the funds to operate and maintain the Commission on Aging are currently provided by two (2) separate millages of 0.40 mills and 0.60 mills, respectively, previously approved by the county electors; and

WHEREAS, the millages previously approved by the county electors to operate and maintain the Otsego County Commission on Aging expires on December 1, 2009; and

WHEREAS, the Otsego County Board of Commissioners wishes to combine the two (2) separate millages of 0.40 mills and 0.60 mills, respectively, previously approved by the county electors, into one (1) millage for the same total millage amount of 1.0 mills to provide funds for operating and maintaining the Otsego County Commission on Aging; and

WHEREAS, the Otsego County Board of Commissioners wishes to again obtain voter approval for the same total millage amount of 1.0 mills to provide funds for operating and maintaining the Otsego County Commission on Aging; and

WHEREAS, the Otsego County Board of Commissioners wishes to submit this millage proposition to the county electors at the election to be held on August 4, 2009; now, therefore be it

RESOLVED, that the following proposition, the language of which is hereby approved by the Otsego County Board of Commissioners and certified to the Otsego County Clerk, shall be submitted to the electors of Otsego County for a vote at the August 4, 2009 election.

BALLOT LANGUAGE

OTSEGO COUNTY

This proposal is a continuation of the two (2) previously approved millages of 0.40 mills and 0.60 mills, respectively, combined into one (1) millage for the same total millage amount of 1.0 mills (\$1.00 per \$1,000.00 of taxable valuation) to provide funds for the operation and maintenance of the Otsego County Commission on Aging.

Shall the tax limitation imposed under Article IX, Section 6 of the Michigan Constitution on the amount of taxes which may be imposed by the County of Otsego against real and tangible personal property in the County be increased by up to *one (1.0) mill (\$1.00 per \$1,000.00 of taxable valuation)* on the taxable value of such property for a period of five (5) years, 2010 through 2014, inclusive, for the purpose of provide funds for the continued operation and maintenance of the Otsego County Commission on Aging, and shall the Otsego County Board of Commissioners be authorized to levy such millage for this purpose? If approved and levied in its entirety, this millage would raise an estimated \$1,336,234.00 for Otsego County in 2010.

RESOLUTION NO. OCR 09-09
Otsego County
Community Recreation Plan Amendment
Resolution of Adoption
OTSEGO COUNTY BOARD OF COMMISSIONERS
March 24, 2009

WHEREAS, the County of Otsego has undertaken a Parks and Recreation Plan Amendment which describes changes to the Five Year Parks and Recreation Plan originally adopted in 2005 and indicates actions to be taken to improve and maintain recreation facilities during the same five year period; and

WHEREAS, a public comment session was held on March 9 at the Otsego County Community Center, and a public hearing was held on March 24 at the Otsego County Alpine Center Multi-Purpose Room to provide an opportunity for citizens to express opinions, ask questions, and discuss all aspects of the Recreation Plan Amendment; and

WHEREAS, after the public hearing, the Otsego County Board of Commissioners voted to adopt said Recreation Plan Amendment; now, therefore be it

RESOLVED, the Otsego County Board of Commissioners hereby adopts the County of Otsego Recreation Plan Amendment.

RESOLUTION NO. OCR 09-10
Otsego County
Approval of Petition for Annexation
Resolution of Adoption
OTSEGO COUNTY BOARD OF COMMISSIONERS
March 24, 2009

WHEREAS, the Otsego County Sportsplex desired the Sportsplex property (010-009-200-100-00) to be annexed into the City of Gaylord; and

WHEREAS, the Sportsplex has expressed that desire to the City of Gaylord and Bagley Township; and

WHEREAS, the County of Otsego, as the owner of parcel number 010-009-200-100-00, must approve the petition for annexation; now, therefore be it

RESOLVED, the Otsego County Board of Commissioners hereby approves the following Petition for Annexation.

PETITION FOR ANNEXATION

The County of Otsego, by resolution duly adopted by its Board of Commissioners, does hereby petition the City of Gaylord and the Township of Bagley pursuant to MCL 117.9(8) for annexation by the City of Gaylord of the following property situated in the Township of Bagley, County of Otsego, State of Michigan, and described as:

The Southeast one-quarter of the Northwest one-quarter lying west
of the New York Central Railroad, Section 9, Town 30 North, Range 3 West.

The County of Otsego further represents that it is the owner of the entirety of the above-described property and that there are no qualified electors residing in or upon the said described land.

The County of Otsego further represents that the above-described property is contiguous to property that is currently in the City of Gaylord.



March 19, 2009

Otsego County
225 West Main St.
Gaylord, MI 29735

Attention: Mr. John Burt, County Administrator

Re: Professional Engineering Services
Otsego County Jail Ventilation Improvements Project -- Gaylord, MI

Dear Mr. Burt:

Wade Trim (hereinafter "WT") is pleased to present this proposal to Otsego County (hereinafter "Client") for professional engineering services related to the proposed Otsego County Jail Ventilation Improvement project. The following is our understanding of the project and our proposed scope of services:

Project Summary

This project involves providing Mechanical/Electrical/Plumbing (MEP) and Structural engineering design services for ventilation improvements at the existing Otsego County Jail in Gaylord, Michigan. At the request of John Burt, County Administrator, Justin Kowatch from WT visited the project site on January 6, 2009 and briefly reviewed the condition of the Jail's existing ventilation systems (Assisted by Mr. Brian Weber). Copies of the old blueprints for the Jail were provided to WT. The following is a summary of what was observed at the Jail, a review of the old blueprints, and some recommendations for improvements:

- 1) The *Jail Area* (approx. 4,000 SFT) appears to be under-ventilated. The odors from the cell restrooms and high humidity levels are an indication of lack of fresh outdoor air ventilation. This area was originally designed with a heating only system and ventilation being provided from rooftop mounted exhaust fans and make-up air through the jail cell wall mounted fan coils. While the original exhaust fans were operating, they were not exhausting very much air which means there is not sufficient make-up air for the exhaust fans to change the air. The newer cell (within the original yard area - added in approx. 1988) has a separate ventilation system with a rooftop mounted gas-fired make-up air unit; however this unit was not operating and appears to have reached the end of its useful life. The *Jail Area* is in desperate need of a new ventilation system to provide code required fresh air to its occupants, and to control humidity and odors. Wade Trim strongly recommends a new ventilation system for the *Jail Area*. Depending on the type of system / equipment used, costs for a new *Jail Area* ventilation system may range between \$40,000 (for a simple inefficient gas heat only make-up air unit with exhaust fan system) and \$75,000 (for a more efficient ERV system with DX cooling coil to provide some A/C comfort/humidity control).

Wade Trim, Inc.	989.732.3584
271 West McCoy Road	800.968.4440
P.O. Box 618	989.732.6391 fax
Gaylord, MI 49734	www.wadetrim.com

- 2) The *Sheriff Office Area* (approx. 2,300 SFT) is also under-ventilated. This area was originally designed with a heating only system and a small rooftop exhaust fan to exhaust the three (3) bathrooms. There is also an exhaust fan over the squad room but it was not operating. There is no means to provide make-up air to exhaust fans so no fresh air is being provided. A small furnace with an A/C coil and a rooftop mounted A/C condenser has been recently added to air condition the *Office Area*. Mr. Weber indicated that this system provides adequate cooling to the *Office Area* but there have been numerous roof leaking problems that have occurred with this system. Wade Trim recommends renovations/additions to the *Office Area's* ventilation system be made to improve indoor air quality for the occupants. Depending on the type of system/equipment used, costs for renovations to the *Office Area's* ventilation system may range between \$5,000 and \$10,000.

Please note that the above cost estimates are very rough ballpark estimates at this point. WT can provide more detailed cost estimates during the Schematic and Design Development phases of the project.

Project Scope

In order to meet our understanding of your project needs, Wade Trim proposes the following scope items:

Phase 300 – Schematic Design (SD) Phase

- ***Mechanical/Electrical/Plumbing (MEP) SD phase services will include:***
 - Review existing MEP drawings of existing building.
 - Visit the project site and field verify the existing MEP systems.
 - Prepare CAD drawings of the Jail areas and the existing MEP systems.
 - Evaluate options for improvements to the ventilation systems discussed in **Project Summary** above.
 - Provide written design narratives describing recommended improvements along with construction cost estimates.
 - Meet with Owner to discuss project scope, budget and schedule.

Phase 350 – Design Development (DD) Phase

- ***Mechanical/Electrical/Plumbing DD phase services will include:***
 - Develop preliminary DD phase drawings.
 - Consult with a structural engineer to determine what structural improvements may be required and the cost to design/construct the structural improvements.
 - Review existing MEP drawings of existing building.
 - Visit the project site and field verify the existing MEP systems.
 - Meet with Owner to discuss DD drawings and further develop the project scope, budget, and schedule.

Phase 400 – Construction Documents (CD) Phase

- **Mechanical CD phase services will include:**
 - Design of new ventilation systems, and related mechanical improvements, that were determined during the DD phase, as follows:
 - Improve *Jail Area* ventilation systems - Provide detailed design of make-up air unit/exhaust fan system OR an Energy Recovery Ventilation system. It should be noted that the ERV system will provide a significant amount of operational savings (40%–50% savings) when compared to the make-up air/exhaust system.
 - Improve *Office Area* ventilation systems – Provide detailed design of ventilation improvements.
 - Development of three (3) sets of signed/sealed permit documents and one (1) set of reproducible bid documents to include plans and specifications.
- **Plumbing CD phase services will include:**
 - Design of new plumbing systems required to support the new ventilation system improvements. We anticipate this to include:
 1. Sanitary drainage waste and vent systems.
 2. Natural gas systems. Note: WT assumes the building's existing natural gas service has adequate capacity to add the gas load(s) required for this project.
 - Development of three (3) sets of signed/sealed permit documents and one (1) set of reproducible bid documents to include plans and specifications.
- **Electrical CD phase services will include:**
 - Design of new power distribution systems required to support the new ventilation system improvements. Note: WT assumes the building's existing electrical system has adequate capacity to add the electrical load(s) required for this project
 - Development of three (3) sets of signed/sealed permit documents and one (1) set of reproducible bid documents to include plans and specifications.
- **Structural CD phase services will include:**
 - Review existing structural drawings of existing building.
 - Prepare details for structural improvements needed to support new MEP work.

Phase 500 – Bidding Assistance and Construction Administration

- Bidding Assistance and Construction administration services will consist of:
 - Issue plan review/permit approval drawings to the Building Department.
 - Responding to contractor Request for Information (RFI).
 - Preparation of addenda/bulletins to clarify construction documents, if required.
 - Attend a mandatory Pre-Bid walkthrough for contractors bidding on the project.
 - Review bids and provide recommendation for selecting a contractor.
 - Shop drawing review of major mechanical/electrical/plumbing equipment.
 - Provide construction site visits to observe work in progress and to determine if the work is being performed in accordance with the contract documents. Two (2) visits will be included: one at approximately 50% completion, one at substantial completion. Punchlists will be generated for final visit.

Phase 550 – Reimbursable Expenses

Reimbursable expenses will be charged at cost plus 15% for all reprographics, shipping/handling, and employee travel costs (i.e. lodging, meals, mileage, etc.).

Investment for Engineering Services

We propose to provide the professional services, as described herein, for the following fees, plus reimbursable expenses:

Phase 300 Schematic Design phase fees:

MEP Design – <i>Jail Area Ventilation</i>	\$ 1,500 (Lump Sum)
MEP Design – <i>Office Area Ventilation</i>	\$ 500 (Lump Sum)

Phase 350 Design Development phase fees:

MEP Design – <i>Jail Area Ventilation</i>	\$ 2,500 (Lump Sum)
MEP Design – <i>Office Area Ventilation</i>	\$ 750 (Lump Sum)
Structural Design – <i>Jail Ventilation</i>	\$ 250 (Lump Sum)

Phase 400 Construction Document phase fees:

MEP Design – <i>Jail Area Ventilation</i>	\$ 6,000 (Lump Sum)
Structural Design – <i>Jail Area Ventilation</i>	\$ 1,250 (Lump Sum)
MEP Design – <i>Office Area Ventilation</i>	\$ 1,250 (Lump Sum)

Phase 500 Bidding Assistance & Construction Administration phase fees:

Bidding & CA – <i>Jail Area Ventilation</i>	\$ 1,500 (Lump Sum)
Bidding & CA – <i>Office Area Ventilation</i>	\$ 500 (Lump Sum)

Reimbursable Expenses Phase 550 fees:

Drawing Reproduction (12 bld sets, 3 permit sets)	\$ 750 (Estimated)
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Project Assumptions

In preparing this proposal, WT makes the following assumptions:

- This proposal is based on providing engineering services as described in **Project Summary and Project Scope**. If the project program changes substantially from these services (i.e. square footage, program, etc.), additional design services and associated fees may be required.
- WT assumes that the building's existing utilities (water, gas, electrical) have adequate capacity to support this project. If, during the DD phase of this project, such conditions arise and require additional engineering effort to design new utility services, WT will notify the Client that additional fees are necessary.
- During the construction phase of a project involving renovations of existing facilities and systems, conditions may be uncovered which were unforeseen at the time the design work was completed. If, during the construction phase of this project, such conditions arise and require additional engineering effort, WT will notify the Client that additional fees are necessary.

Any changes to the above Project Assumptions may result in the renegotiation of the contract and/or require additional fees.

Client Responsibilities

The Client is responsible for the following items for this project:

- Provide WT with existing plans of the existing building including mechanical plans, plumbing plans, electrical plans, site plans, building floor plans, sections, and elevations.
- The Client/Owner shall review documents provided by WT and provide comments in a timely fashion.
- All costs and expenses for permit application fees, bid advertisements, recording fees, filing fees, etc. are the responsibility of the Client/Owner.

Exclusions and Omissions

The following Exclusions and Omissions are not included in our Project Scope:

- Design for an expanded scope of work in excess of scope indicated under **Project Summary and/or Project Scope**.
- Reproduction of documents in excess of the number indicated in the **Project Scope and/or Deliverables**.
- Design of alternates and/or additional systems not specifically mentioned in the **Project Summary or Project Scope** will be considered extra services.
- Any exploratory demolition or excavation that may be required to verify existing concealed construction.
- Testing for hazardous materials, design services for removal or containment of hazardous materials, or any other indoor air quality analyses. Wade Trim, and/or their consultants, shall have no responsibility for presence, discovery, handling, removal, or disposal of or exposure of persons to hazardous materials in any form including but not limited to asbestos, asbestos products, PCB, or other toxic substances.
- Bulletins and/or change orders required during the construction phase that are the result of Client or Owner requested changes will be considered extra services.
- Any start-up, troubleshooting and/or commissioning services of installed systems.
- Preparation of as-built documents of the existing building or record drawings after construction is complete.

If it is determined that WT is required to provide any the above services not included, renegotiation of the contract and/or additional fees may be required. We can provide additional services on a time and material basis in accordance with our then current schedule of rates and charges OR for a previously agreed upon fee. Other services not identified in this proposal shall be discussed as they arise. Changes and extra services will require a contract amendment, signed by the Client, prior to the start of the work.

Mr. John Burt
Engineering Services Proposal - Otsego County Jail Ventilation Improvements Project
March 19, 2009
Page 6 of 6

Deliverables

Wade Trim will provide plan sets as necessary for Client reviews, agency reviews, and permits. WT will provide one (1) set of reproducible plans for construction. Document reproduction, shipping, and mailing costs will be included in the reimbursable expenses. Digital copies of plans and plan sets delivered via e-mail are included in our labor cost. Wade Trim can provide multiple plan set copies to the Client for bidding purposes. We have estimated \$750 for 15 plan sets and included in the reimbursable expenses phase budget. Note that all deliverables are the property of Wade Trim until payment obligations are met.

Invoicing Procedure

All effort and expense costs will be invoiced monthly. Payment of invoices is expected within 30 days. Interest on outstanding invoices will be charged at 1.5% per month, or 18% annually. Any disputes in the invoice amount shall immediately be brought to the attention of Wade Trim. Wade Trim reserves the right to stop work when accounts receivables exceed 30 days.

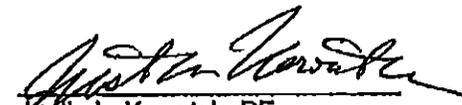
Agreement

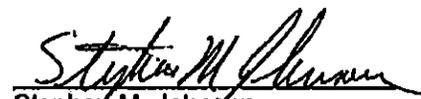
We have enclosed a Professional Services Agreement for this project for your review. If this meets with your approval, please sign, date and return the yellow copy to us as your authorization to proceed.

We look forward to working with you on this project and should you have any questions, please do not hesitate to call.

Respectfully submitted,

Wade Trim, Inc.


Justin L. Kowatch, PE
Professional Engineer


Stephen M. Johnson
Vice President

JLK:SMJ:smc

AAA8170-09

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Enclosures



Professional Services Agreement for Land Development Services (Short Form)

Agreement for Land Development Services

To engage the Services of Wade Trim, Inc. (Michigan) as a Design, Planning, Testing and/or Land Survey Professional.

This Agreement, entitled Otsego Co. Jail Ventilation Improvements Project between Otsego County of 225 W. Main St., Gaylord, MI 49735, hereinafter called "Owner," and Wade Trim, Inc. (Michigan), 271 West McCoy Road, Gaylord, MI 49735, hereinafter called "Professional," is as follows: (Address)

The Owner and Professional, for mutual consideration hereinafter set forth, agree as follows:

- A. Professional agrees to perform certain professional services for Owner as follows: As described in our proposal letter dated March 19, 2009, a copy of which is attached and made part of this agreement.
B. Owner agrees to pay Professional as compensation for his services as follows: As described in our proposal letter dated March 19, 2009, a copy of which is attached and made part of this agreement.
C. If additional services are requested by the Owner, which are not within the scope as defined in item A, then these services will be charged on the basis of: Time and materials basis per our then current rate schedule.
D. The Owner and Professional agree to conditions as set forth in the General Provisions of this Agreement.
E. Deposit of \$ 0 to be applied to last payment due. Deposit to be included when Owner returns signed contract.

Owner John Burt, County Administrator

Date

Recommended by: Justin L. Kowatch, PE Wade Trim, Inc. (Michigan)

Date 3-19-2009

Approved by: Stephen M. Johnson, VP Wade Trim, Inc. (Michigan)

Date 3-19-09

General Provisions

1. OWNER shall provide all criteria and full information as to OWNER's requirements for the Project; designate an OWNER's Representative to act with authority on OWNER's behalf with respect of all aspects of the Project; examine and respond promptly to PROFESSIONAL's submissions; and give prompt written notice to PROFESSIONAL whenever they observe or otherwise becomes aware of any defect in the work or breach of Contract or tortious conduct by PROFESSIONAL or any Contractor.

2. OWNER shall also do the following and pay all costs incident thereto unless noted otherwise in the scope of work:

- Furnish to PROFESSIONAL core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing environmental assessment and impact statements; property, boundary, easement, right-of-way, property descriptions; zoning and deed restriction; all of which PROFESSIONAL may rely upon in performing his services.
- Guarantee access to and make all provisions for PROFESSIONAL to enter upon public and private property.
- Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of Contractor(s)' applications for payment, and any inspection services to determine if Contractor(s) are performing the work legally.
- Provide field control surveys and fix reference points and base lines.
- Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

3. OWNER shall pay all costs incident to obtaining bids or proposals from Contractor(s).

4. Direct Labor Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, but does not include indirect payroll related costs or fringe benefits.

5. The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

6. Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishings and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of Reports, Drawings, Specifications, and similar Project-related items in addition to those required under Section 1; expenses of photographic production techniques; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates. Where compensation for Basic Services is on the basis of Direct Labor Costs or Payroll Costs times a factor, Reimbursable Expenses shall include the amount billed to PROFESSIONAL by special consultants employed by PROFESSIONAL. All Reimbursable Expenses will be charged times a factor of 1.15.

7. Contract Labor means the actual expenses incurred directly for provided services through labor provided by individuals or companies whose employees are not on the PROFESSIONAL's payroll. Contract Labor will be a reimbursed expense times a factor of 2.09 which includes overhead costs less customary and statutory benefits as defined in Section 5.

8. Equipment Cost means the actual expense of providing equipment. Where equipment is not available as part of the PROFESSIONAL's equipment inventory and therefore has to be obtained from some other source, the charge will be the equipment expense times a factor of 1.15.

9. All documents, including data stored in electronic format are instruments of service in respect to this Project and PROFESSIONAL shall retain the ownership therein. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by PROFESSIONAL for the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to PROFESSIONAL; and OWNER shall indemnify and hold harmless PROFESSIONAL from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle PROFESSIONAL to further compensation at rates to be agreed upon by OWNER and PROFESSIONAL.

10. If OWNER fails to make any payment due PROFESSIONAL for services and expenses within ten days after receipt of PROFESSIONAL's bill thereof, the amounts due PROFESSIONAL shall include a charge at the rate of 1 1/2% per month from the date of the invoice, and in addition, PROFESSIONAL may, after giving seven days' written notice to OWNER,

suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

11. OWNER represents to PROFESSIONAL that to the best of his knowledge a hazardous environmental condition does not exist in the work area covered by the scope of service. It is acknowledged that PROFESSIONAL'S scope of service does not include any services related to hazardous environmental conditions.

12. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, PROFESSIONAL will be paid for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

13. OWNER and PROFESSIONAL each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

Neither OWNER nor PROFESSIONAL shall assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law or such assignment is for money due or may become due to the PROFESSIONAL. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent PROFESSIONAL from employing such independent professional associates and consultants as PROFESSIONAL may deem appropriate to assist in the performance of services hereunder.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and PROFESSIONAL.

14. Except for debt collection cases for less than \$25,000, and except as otherwise provided herein, all claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations and restrictions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this paragraph 14. will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction.

Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the expiration of one year from the date the cause of action accrued. The cause of action shall be deemed to have accrued at the time the party asserting the claim either knew or, by the exercise of reasonable diligence, should have known of the existence of such claim. After the expiration of said one year, any claim between the parties hereto shall be barred.

No arbitration arising out of, or relating to this Agreement may include, by consolidation, joinder or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

15. The OWNER agrees to limit the PROFESSIONAL's liability to the OWNER, due to the PROFESSIONAL's negligent acts, errors or omissions, such that the total aggregate liability of the PROFESSIONAL to OWNER shall not exceed fifty thousand dollars (\$50,000) or the PROFESSIONAL's total fee for services rendered on this project, whichever is greater.

16. If authorized by OWNER, a Resident Project Representative (who need not be a registered professional unless specified by the owner) will be furnished and will act as directed by PROFESSIONAL in order to assist PROFESSIONAL in observing performance of the work of Contractor(s).

Through these on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and any assistants, PROFESSIONAL shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of Contractor(s); but the furnishing of such Resident Project Representative will not make PROFESSIONAL responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.