

May 22, 2007

The Regular meeting of the Otsego County Board of Commissioners was held in the Multi-Purpose Room of the J. Richard Yuill Center. The meeting was called to order at 9:30 a.m. by Chairman Glasser. Invocation by Commissioner Glasser, followed by the Pledge of Allegiance led by Commissioner Backenstose.

Roll call:

Present: Backenstose, Liss, Olsen, Glasser, Johnson, Hyde, Bentz.

Excused: Bates, Beachnau.

The Pre-Board meeting minutes of May 8, 2007 and the Regular meeting minutes of May 8, 2007 with attachments were approved as presented.

The FY 2008 Budget Calendar was removed from the consent agenda and placed under new business as item C.

Consent Agenda:

2007 County Clerk Budget Amendment was approved via unanimous consent. (see attached)

2007 Parks and Recreation Budget Amendment was approved via unanimous consent. (see attached)

County Representative Services agreement was approved via unanimous consent. (see attached)

Remonumentation Services Agreement for Wade Trim was approved via unanimous consent. (see attached)

Remonumentation Services Agreement for Bob Mitchell & Associates was approved via unanimous consent. (see attached)

Administrator's report:

John Burt reported there is a Pre-Construction meeting for the Alpine Center repairs June 12, 2007 and the Board meeting may be moved; Mike Thompson the new 9-1-1 director starts May 28, 2007; Picnic tables on the Courthouse lawn; County Directory draft; Final analysis of Jail survey; County Administrator Conference.

Motion by Commissioner Olsen, to change the June 12, 2007 Board of Commissioners meeting to the Livingston Township Hall at 9:30 a.m. Ayes: Unanimous. Motion carried.

Rachel Frisch presented to the Board the April 30, 2007 year to date budget report.

Joe Edwartowski reported on the 4<sup>th</sup> of July celebration fireworks dinner.

Special Presentations:

Ken Talsma from Anderson, Tackman & Company PLC presented the 2006 Otsego County Audit to the Board.

New Business:

Motion by Commissioner Johnson, to approve Warrant B2007-20 in the amount of \$139,443.53 with prepaids in the amount of \$2,075,358.27 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Backenstose, to approve Warrant B2007-21 in the amount of \$143,411.48 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Olsen, to approve the General Fund/Invasive Species Special 2007 Budget Amendment as presented. Ayes: Liss, Olsen, Glasser, Johnson, Hyde, Bentz. Nays: Backenstose. Excused: Bates, Beachnau. Motion carried.

Motion by Commissioner Bentz, to change the truth in taxation meeting from November 14, 2007 to November 8, 2007 and amend the budget calendar. Ayes: Unanimous. Motion carried.

Board Remarks:

Commissioner Johnson:           Chairing the MMRMA meeting.  
  Attended the press conference.

Meeting adjourned at 10:30 a.m. at the call of the Chair.

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Kenneth R. Glasser, Chairman

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Susan I. DeFeyter, County Clerk



# OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: Clerk

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
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>

**EXPENDITURE**

Account Number	Increase	Decrease
101E215 - 703030 - Reg. Hourly	\$	\$ 1,046
101E215 - 703060 - Part-time	\$ 1,046	\$
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
<b>Total</b>	<b>\$ 1,046</b>	<b>\$ 1,046</b>

Susan H. DeFeyter \_\_\_\_\_ Date 5-11-07  
 Department Head Signature

J. R. [Signature] \_\_\_\_\_ Date 5-17-07  
 Administrator's Signature

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

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



## OTSEGO COUNTY BUDGET AMENDMENT

### FUND/DEPARTMENT: Parks and Rec (208)

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
2080030 400001 Budgeted use of fund balance	\$	\$23,670
-	\$	\$
-	\$	\$
-	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$23,670</b>

#### EXPENDITURE

Account Number	Increase	Decrease
208E751 726050 Repairs and Maintenance	\$14,650	\$
208E752 726050 Repairs and Maintenance	\$ 9,020	\$
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
<b>Total</b>	<b>\$23,670</b>	<b>\$</b>

Department Head Signature

5-17-7  
 Date

Administrator's Signature

5-17-07  
 Date

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

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

**OTSEGO COUNTY 2007 MONUMENTATION/REMONUMENTATION PROGRAM  
AGREEMENT FOR COUNTY REPRESENTATIVE SERVICES**

1. Parties. This agreement made this Twenty-Second day of May, 2007, 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, 2007, and continue until December 31, 2007.
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 Three Thousand Twenty Nine and 00/100 dollars (US \$3,029.00). 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, 2007.
  - B. Evaluation of all completed Land Corner Recordation Certificate(s). Such work to be completed by October 31, 2007.
  - 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, 2007.
    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, 2007.
    3. The Work Program for the following year. Such Work Program will be completed by November 30, 2007. 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:

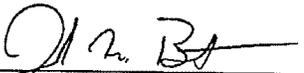
Carl Robinson, PE & PS  
699 W. Pine Briar  
Gaylord, Michigan 49735

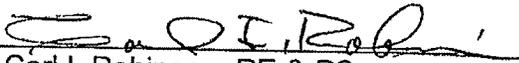
13. Titles; Headings. Titles and headings are inserted in this Agreement for reference purposes only, and must not be used to interpret the Agreement.

AGREED to this Twenty-Second day of May, 2007, 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

**OTSEGO COUNTY 2007 MONUMENTATION/REMONUMENTATION PROGRAM  
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Twenty-Second day of May, 2007, 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, 2007.
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 Twenty Four Thousand One Hundred Fifty and 00/100 dollars (US \$24,150.00). 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 12/31/2007.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 15, 2007**. 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 (38 ea):
    - T29N, R1W, Charlton Township (south), 10 corners  
F03, G03, G04, I03, I04, J03, J05, K03, K04 & K05
    - T29N, R2W, Chester Township, (south), 9 corners  
A03, A04, B05, C03, C04, C05, D05, E05 & F05
    - T31N, R2W, Dover Township, 19 corners  
A07, A08, A09, A10, A11, A12, A13, B07, B09, B11, B13, C07, C09, C11, C13, D05, D07, D09 & D13
  - B. Corners to be Monumented (38 ea):
    - T29N, R1W, Charlton Township (south), 10 corners  
F03, G03, G04, I03, I04, J03, J05, K03, K04 & K05
    - T29N, R2W, Chester Township, (south), 9 corners  
A03, A04, B05, C03, C04, C05, D05, E05 & F05
    - T31N, R2W, Dover Township, 19 corners  
A07, A08, A09, A10, A11, A12, A13, B07, B09, B11, B13, C07, C09, C11, C13, D05, D07, D09 & D13

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 Twenty-Second day of May, 2007, 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  
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 2007 MONUMENTATION/REMONUMENTATION PROGRAM  
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Twenty-Second day of May, 2007, 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, 2007.
  
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 Twenty Four Thousand One Hundred Fifty and 00/100 dollars (US \$24,150.00). 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 12/31/2007.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 15, 2007**. 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 (38 ea):
    - T30N, R2W, Chester Township (north), 18 corners  
C04, C05, C06, D03, D05, D07, E03, E04, E05, E06, E07, F03, F05, F07, G03, G04, G05 & G06
    - T30N, R3W, Bagley Township, 11 corners  
H03, H05, J03, J05, J07, J09, K03, K04, L03, L07, & L09
    - T31N, R1W, Charlton Township (north), 9 corners  
B11, C10, C11, C12, C13, D11, E11, F11 & G11
  - B. Corners to be Monumented (38 ea):
    - T30N, R2W, Chester Township (north), 18 corners  
C04, C05, C06, D03, D05, D07, E03, E04, E05, E06, E07, F03, F05, F07, G03, G04, G05 & G06
    - T30N, R3W, Bagley Township, 11 corners  
H03, H05, J03, J05, J07, J09, K03, K04, L03, L07, & L09
    - T31N, R1W, Charlton Township (north), 9 corners  
B11, C10, C11, C12, C13, D11, E11, F11 & G11

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 Twenty-Second day of May, 2007, 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

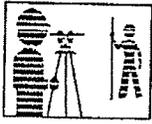
By:  5/17/2007  
Ronald C. Brand, PS,  
Manager

Approved as to Form

Approved as to Form

By: \_\_\_\_\_  
John M. Burt,  
Otsego County Administrator

By: \_\_\_\_\_  
Marlene K. Hopp,  
Otsego County Grant Administrator



Professional Surveyors  
and Engineers

# BOB MITCHELL & ASSOCIATES

512 West Main Street  
Gaylord, Michigan 49735

Northcentral Michigan  
Gaylord (989) 732-8077  
Fax (989) 732-7767

Northwestern Michigan  
Kingsley (213) 263-5463

Central Michigan  
Harrison (989) 539-6878

## 2007 HOURLY RATE SCHEDULE

### PROFESSIONAL

PRINCIPLE LAND SURVEYOR.....	\$90.00
PLS (Field Consultation w/Vehicle/Court).....	\$90.00
PRINCIPLE ENGINEER (w/vehicle).....	\$85.00
EXPERT TESTIMONY/COURT APPEARANCE.....	\$110.00
PROFESSIONAL LAND SURVEYOR.....	\$82.00
SURVEYOR .....	\$65.00
PROFESSIONAL ENGINEER.....	\$82.00
PROJECT/DESIGN ENGINEER.....	\$62.00
ENGINEER TECHNICIAN.....	\$57.00

### OFFICE TECHNICAL SUPPORT

SENIOR CAD DRAFTING.....	\$62.00
CAD DRAFTING.....	\$57.00
COMPUTATIONS & RESEARCH.....	\$57.00
CLERK TYPIST.....	\$35.00
PERMITTING & PROJECT DEVELOPMENT.....	\$53.00

### FIELD TECHNICAL SUPPORT (SURVEY CREW)

ONE MAN FIELD CREW .....	\$65.00
TWO MAN FIELD CREW .....	\$110.00
THREE MAN FIELD CREW .....	\$165.00

NOTE: The above field rates include the vehicle, survey equipment, stakes, lath, and all supplies required to complete the normal survey work. All outside services such as Aerial Photography, Custom Reproduction, etc., will be charged out at 20% above invoice.

### CONSTRUCTION SUPPORT

INSPECTOR (w/vehicle ½ day minimum).....	\$55.00
MATERIALS TECHNICIAN (with vehicle, ½ day minimum).....	\$55.00

### MISCELLANEOUS CHARGEABLE ITEMS (Hourly)

DENSITY GAUGE (TROXLER) .....	\$ 5.00
GPS EQUIPMENT (2 receivers & related equipment).....	\$25.00
CONCRETE TESTING EQUIPMENT.....	\$10.00

### MISCELLANEOUS CHARGEABLE ITEMS (Non-Hourly)

BLUE PRINTS .....	\$0.25/PER SQUARE FOOT
SIEVE ANALYSIS .....	\$100.00 PER TEST
COMPRESSION TEST (Delivered Cylinder).....	\$18.00/BREAKMILEAGE
MILEAGE.....	\$0.32 PER MILE

Robert F. Mitchell, President  
January 10, 2005



## IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.