

February 28, 2012

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

Roll call:

Present: Clark Bates, Paul Beachnau, Paul Liss, Lee Olsen, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton, Bruce Brown

Motion by Commissioner Doug Johnson, to approve the regular minutes of February 14, 2012 with attachments were approved as corrected via unanimous consent. The minutes were corrected to read, *Commissioner Clark Bates reported on the City Council meeting.*

Consent Agenda:

Motion to approve the Bob Mitchell & Associates Remonumentation Agreement as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the Wade Trim Remonumentation Agreement as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the County Surveyor Agreement as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the appointment of Bonnie Byram to the Library Board with the term to expire on August 31, 2013. Ayes: Unanimous. Motion carried.

Motion to approve FY 2011 Airport Budget Amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the Sklarczyk Lease renewal. Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:

John Burt reported on Animal Control; Groen property, Painting and carpeting bids received. Zoning enforcement process; Veterans Trust fund request for a computer.

Motion by Commissioner Lee Olsen, to approve the low bid of \$13,700 to Hickerson Floor & Tile for Bid 2012-02 for the Alpine Center Fourth Floor Carpeting & tile installation to be paid out of the Capital Projects Fund, Fund 499. Ayes: Unanimous. Motion carried.

Special Presentation:

Jack Thompson reported on the downtown renaissance project study.

**Department Head Report:**

Rachel Frisch updated the Board on the Finance department.

**Committee Reports:**

Motion by Commissioner Lee Olsen, to approve the FY 2012 General Fund Budget Amendment for cost sharing the Downtown Renaissance Project study. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Lee Olsen, to approve changing the day pass fee from \$3.00 to \$4.00 for non-residents and to update the Otsego County Fee Schedule to reflect the change. Ayes: Unanimous. Motion carried.

Mary Sanders reminded everyone to get out and vote today.

Roberta Tholl reported on the Road Commission.

Elizabeth Haus reported on the Village of Vanderbilt.

**New Business:**

Motion by Commissioner Clark Bates, to approve the February 21, 2012 Warrant in the amount of \$71,834.84 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Richard Sumerix, to approve the February 28, 2012 Warrant in the amount \$164,988.03 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, to adopt Resolution OCR-12-08 for the Animal Control Millage Renewal.

**Roll Call Vote:**

Ayes: Clark Bates, Paul Beachnau, Paul Liss, Lee Olsen, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Doug Johnson, to adopt Resolution OCR-12-09 for the Bus Millage Renewal.

**Roll Call Vote:**

Ayes: Clark Bates, Paul Beachnau, Paul Liss, Lee Olsen, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Bruce Brown, to adopt Resolution OCR-12-10 for the Emergency Medical Services and Rescue Millage Renewal.

Roll Call Vote:

Ayes: Clark Bates, Paul Beachnau, Paul Liss, Lee Olsen, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Public Comment:

Paul Sopsich addressed the Board.

Board Remarks:

Commissioner Rich Sumerix: Michigan Works meeting.

Commissioner Bruce Brown: Thanked the County for the ice rink.

Commissioner Ken Borton: MAC.

Commissioner Erma Backenstose: Street Scape.  
NEMCOG meeting.

Chairman Paul Beachnau: NEMCOG meeting.

Meeting adjourned at 10:28 a.m.

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Paul M. Beachnau, Chairman

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Susan I. DeFeyter, Otsego County Clerk

**OTSEGO COUNTY 2012 MONUMENTATION/REMONUMENTATION PROGRAM  
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Twenty-Eighth day of February, 2012, 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, 2012.
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 **Twelve Thousand Eight Hundred Ninety Five and 00/100 dollars (US \$12,895.00)**. 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 12/31/2012.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 15, 2012**. 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 (20 ea.):

T30N, R3W, Bagley Township, 20 Corners and 4 Meander Corners

A-1, A-8, A-9, A-10, A-11, A-12, A-13, B-9, B-11, B-13, C-1, C-2, D-9, E-1, I-10, K-10, L-11, M10, M-11, M-12

MC 1 (South side of Section 32, West side of Otsego Lake)

MC 7 (Line between Sections 20 & 21, North side of Otsego Lake)

MC 8 (Line between Sections 20 & 29, West side of Otsego Lake)

MC 9 (Line between Sections 29 & 32, West side of Otsego Lake)

B. CORNERS TO BE MONUMENTED (20 ea.):

T30N, R3W, Bagley Township, 20 Corners and 4 Meander Corners

A-1, A-8, A-9, A-10, A-11, A-12, A-13, B-9, B-11, B-13, C-1, C-2, D-9, E-1, I-10, K-10, L-11, M10, M-11, M-12

MC 1 (South side of Section 32, West side of Otsego Lake)

MC 7 (Line between Sections 20 & 21, North side of Otsego Lake)

MC 8 (Line between Sections 20 & 29, West side of Otsego Lake)

MC 9 (Line between Sections 29 & 32, West side of Otsego Lake)

Corners A-1, A-8, A-9, A-10, A-11, A-12, A-13, B-13, M-10, M-11, M-12 & MC1 are common with one or more adjacent townships.

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 and to follow any rules set by the State, including Memorandum No. 16. 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 of \$1,000,000 per occurrence and aggregate, 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:  
Robert F. Mitchell, PS,  
President  
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-Eighth day of February, 2012, 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: \_\_\_\_\_  
Paul M. Beachnau, Chair  
Otsego County Commissioner

By: \_\_\_\_\_  
Robert F. Mitchell, PS  
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 2012 MONUMENTATION/REMONUMENTATION PROGRAM  
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Twenty-Eighth day of February, 2012, 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, 2012.
  
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 **Twelve Thousand Eight Hundred Ninety Five and 00/100 dollars (US \$12,895.00)**. 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 12/31/2012.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 15, 2012**. 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 (21 ea.):

T30N, R3W, Bagley Township, 21 Corners and 4 Meander Corners  
F-3, G-1, G-2, G-3, G-4, G-12, H-11, H-13, I-1, I-11, I-12, I-13, J-11, J-13,  
K-1, K-2, K-11, K-12, K-13, L-13, M-13,  
MC2 (South side of Section 32 on East side of Otsego Lake)  
MC4 and MC5 (Line between Sections 28 & 29, East side of Otsego Lake)

B. CORNERS TO BE MONUMENTED (21 ea.):

T30N, R3W, Bagley Township, 21 Corners and 4 Meander Corners  
F-3, G-1, G-2, G-3, G-4, G-12, H-11, H-13, I-1, I-11, I-12, I-13, J-11, J-13,  
K-1, K-2, K-11, K-12, K-13, L-13, M-13,  
MC2 (South side of Section 32 on East side of Otsego Lake)  
MC4 and MC5 (Line between Sections 28 & 29, East side of Otsego Lake)

Corners H-13, I-13, M-13 & MC2 are common with one or more adjacent townships.

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 and to follow any rules set by the State, including Memorandum No. 16 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 of \$1,000,000 per occurrence and aggregate, 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-Eighth day of February, 2012, 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: \_\_\_\_\_  
Paul M. Beachnau, Chair  
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 2012 MONUMENTATION/REMONUMENTATION PROGRAM  
AGREEMENT FOR COUNTY REPRESENTATIVE SERVICES**

1. Parties. This agreement made this Twenty-Eighth day of February, 2012, by and between the County of Otsego, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter COUNTY, and Ronald C. Brand, PS., located at 533 Greenfield Drive, Gaylord, Michigan, hereafter CONTRACTOR.
  
2. Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on January 1, 2012, and continue until December 31, 2012.
  
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 **Two Thousand One Hundred and 00/100 dollars (US \$2,100.00)**. 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, 2012.
  - B. Evaluation of all completed Land Corner Recordation Certificate(s). Such work to be completed by October 30, 2012.
  - 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, 2012.
    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, 2012.
    3. The Work Program for the following year. Such Work Program will be completed by November 30, 2012. 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 and to follow any rules set by the State, including Memorandum No. 16.
8. Motor Vehicle Liability Insurance. Proof of Motor vehicle liability insurance of \$1,000,000 per occurrence and aggregate, 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 Ronald C. Brand, PS:  
Ronald C. Brand, PS  
533 Greenfield Drive  
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-Eighth day of February, 2012, at Gaylord, Michigan.

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

CONTRACTOR: Ronald C. Brand, PS  
533 Greenfield Drive  
Gaylord, MI 49735

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

By: \_\_\_\_\_  
Ronald C. Brand, PS  
Otsego County Surveyor

Approved as to Form

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## RESOLUTION NO. OCR 12-08

### A RESOLUTION TO APPROVE THE BALLOT LANGUAGE FOR A MILLAGE PROPOSITION TO PROVIDE FUNDS FOR THE OPERATION AND MAINTENANCE OF THE OTSEGO COUNTY ANIMAL SHELTER AND TO SUBMIT THE PROPOSITION TO THE ELECTORATE AT THE AUGUST 7, 2012 PRIMARY ELECTION

OTSEGO COUNTY BOARD OF COMMISSIONERS  
February 28, 2012

#### Recitals

**WHEREAS**, Otsego County currently operates and maintains an animal shelter and employs individuals to carry out the functions of the animal shelter for the benefit of county residents and others visiting the county; and

**WHEREAS**, the funds to operate and maintain the animal shelter are currently provided by a millage of 0.30 mills, previously approved by the county electors; and

**WHEREAS**, the millage previously approved by the county electors to operate and maintain the county animal shelter expires on December 1, 2013; and

**WHEREAS**, the Otsego County Board of Commissioners desires to again obtain voter approval for the same millage amount (0.30 mills) to provide funds for operating and maintaining the Otsego County Animal Shelter, including personnel administrative costs and capital improvement expenses; and

**WHEREAS**, the county finds it appropriate to submit this millage proposition to the county electors at the primary election to be held on August 7, 2012; 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 7, 2012 primary election.

#### BALLOT LANGUAGE

##### OTSEGO COUNTY

*This proposal is a renewal of the previously approved millage and will permit the County to levy up to 30/100 of one mill (\$0.30 per \$1,000.00 of taxable valuation) to provide funds for CONTINUATION OF THE NO KILL OF ADOPTABLE PET POLICY and for the operation and maintenance of the Otsego County Animal Shelter.*

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 30/100 of one mill (\$0.30 per \$1,000.00 of taxable valuation) on the taxable value of such property for a period of five (5) years, 2014 through 2018, inclusive, for the purpose of providing funds for the continued operation, maintenance, and improvements at the Otsego County Animal Shelter, 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 \$351,235.00 for Otsego County in 2014.

## RESOLUTION NO. OCR 12-09

### A RESOLUTION TO APPROVE THE BALLOT LANGUAGE FOR A MILLAGE PROPOSITION TO PROVIDE FUNDS FOR THE OPERATION AND MAINTENANCE OF THE OTSEGO COUNTY BUS SYSTEM AND TO SUBMIT THE PROPOSITION TO THE ELECTORATE AT THE AUGUST 7, 2012 PRIMARY ELECTION

OTSEGO COUNTY BOARD OF COMMISSIONERS  
February 28, 2012

#### Recitals

**WHEREAS**, Otsego County currently operates and maintains the Otsego County Bus System and employs individuals to carry out the functions of the county bus system for the benefit of county residents and others visiting the county; and

**WHEREAS**, the funds to operate and maintain the county bus system are currently provided by a millage of 0.25 mills, previously approved by the county electors; and

**WHEREAS**, the millage previously approved by the county electors to operate and maintain the county bus system expires on December 1, 2013; and

**WHEREAS**, the Otsego County Board of Commissioners wishes to again obtain voter approval for the same millage amount (0.25 mills) to provide funds for operating and maintaining the Otsego County Bus System, including personnel, administrative costs and capital improvement expenses; and

**WHEREAS**, the Otsego County Board of Commissioners wishes to submit this millage proposition to the county electors at the primary election to be held on August 7, 2012; 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 7, 2012 primary election.

#### BALLOT LANGUAGE

##### OTSEGO COUNTY

*This proposal is a renewal of the previously approved millage and will permit the County to levy up to 25/100 of one mill (\$0.25 per \$1,000.00 of taxable valuation) to provide funds for the operation and maintenance of the Otsego County Bus System.*

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 25/100 of one mill (\$0.25 per \$1,000.00 of taxable valuation) on the taxable value of such property for a period of five (5) years, 2014 through 2018, inclusive, for the purpose of providing funds for the continued operation and maintenance of the Otsego County Bus System, 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 \$292,696.00 for Otsego County in 2014.

## RESOLUTION NO. OCR 12-10

**A RESOLUTION TO APPROVE THE BALLOT LANGUAGE FOR A  
MILLAGE PROPOSITION TO PROVIDE FUNDS FOR THE  
OPERATION AND MAINTENANCE OF THE OTSEGO COUNTY  
EMERGENCY SERVICES AND RESCUE SYSTEM  
AND TO SUBMIT THE PROPOSITION TO THE ELECTORATE  
AT THE AUGUST 7, 2012 PRIMARY ELECTION**

**OTSEGO COUNTY BOARD OF COMMISSIONERS  
February 28, 2012**

### **Recitals**

**WHEREAS**, the funds to operate and maintain the Otsego County Emergency Medical Services and Rescue System are currently provided by a millage of 0.40 mills, previously approved by the county electors; and

**WHEREAS**, the millage previously approved by the county electors to operate and maintain the Otsego County Emergency Medical Services and Rescue System expires on December 1, 2013; and

**WHEREAS**, the Otsego County Board of Commissioners wishes to again obtain voter approval for the same millage amount (0.40 mills) to provide funds for operating and maintaining the Otsego County Emergency Medical Services and Rescue System, including personnel, administrative costs and capital improvement expenses; and

**WHEREAS**, the Otsego County Board of Commissioners wishes to submit this millage proposition to the county electors at the primary election to be held on August 7, 2012; 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 7, 2012 primary election.

### **BALLOT LANGUAGE**

#### **OTSEGO COUNTY**

*This proposal is a renewal of the previously approved millage and will permit the County to levy up to 40/100 of one mill (\$0.40 per \$1,000.00 of taxable valuation) to provide funds for the operation and maintenance of the Otsego County Emergency Medical Services and Rescue System.*

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 40/100 of one mill (\$0.40 per \$1,000.00 of taxable valuation) on the taxable value of such property for a period of five (5) years, 2014 through 2018, inclusive, for the purpose of providing funds for the continued operation, maintenance, and improvements at the Otsego County Emergency Medical Services and Rescue System, 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 \$468,314.00 for Otsego County in 2014.