

February 14, 2017

The regular meeting of the Otsego County Board of Commissioners was held at the County Building at 225 West Main Street, Room 100, Gaylord, Michigan. The meeting was called to order at 9:30 a.m. by Chairman Ken Borton. Invocation by Commissioner Julie Powers, followed by the Pledge of Allegiance led by Lisa McComb.

Roll Call:

Present: Julie Powers, Paul Beachnau, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Item F) FY 2017 Courts Budget amendment, item G) FY 2017 General Fund/Prosecutor Budget, item H) FY 2017 UCMAN Budget amendment and item I) FY 2017 UC Electronic Sign Budget amendment were removed from the consent agenda and placed under new business.

Consent Agenda:

Motion to approve the Regular Minutes of January 24, 2017 with attachments Ayes: Unanimous. Motion carried.

Motion to approve 2017 Remonumentation County Representative Agreement. Ayes: Unanimous. Motion carried. (see attached)

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

Motion to approve Brand Surveying Remonumentation Agreement. Ayes: Unanimous. Motion carried. (see attached)

Motion to adopt OCR 17-02 Social Host Responsibility Month.

Roll Call Vote:

Ayes: Julie Powers, Paul Beachnau, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Committee Reports:

Motion by Commissioner Paul Liss, seconded by Commissioner Duane Switalski, to approve the updated Board Bylaws as presented. Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:

The Tri-County Court agreement has been removed until next meeting.

Motion by Commissioner Doug Johnson, seconded by Commissioner Julie Powers, to approve the C2AE Agreement for engineering services related to the Iron Belle Trail as presented. Ayes: Julie Powers, Paul Beachnau, Paul Liss, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown. Nays: Duane Switalski. Motion carried. (see attached)

John Burt reported Groen nature next phase; Iron Belle Trail grant.

Department Head Report:  
Sheriff Matt Nowicki report has been postponed.

City Liaison, Township and Village Representative: Michelle Noirot, the Bagley Township Supervisor, introduced herself to the Board.

Commissioner Julie Powers reported on the City Council meeting; 3-18-17 Swings and Sweets at the Otsego Club; Random acts of music July 6,7,8; Farmer's Market Fees.

Correspondence:  
Commissioner Ken Glasser received a letter from the DNR regarding the Ausable River Zoning Review Board.

New Business:

Motion by Commissioner Duane Switalski, seconded by Commissioner Doug Johnson, to approve the January 31, 2017 Warrant and the January 26, 2017 Special Warrant in the total amount of \$218,037.04. Ayes: Unanimous. Motion carried.

Motion by Commissioner Ken Glasser, seconded by Commissioner Robert Pallarito, to approve the February 7, 2017 Warrant in the amount of \$384,383.41. Ayes: Julie Powers, Paul Beachnau, Paul Liss, Duane Switalski, Rob Pallarito, Doug Johnson, Ken Borton, Bruce Brown. Nays: Ken Glasser. Motion carried.

Motion by Commissioner Rob Pallarito, seconded by Commissioner Julie Powers, to approve the February 14, 2017 Warrant in the amount of \$259,402.41. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Beachnau, seconded by Commissioner Ken Glasser, to refer the FY 2017 Courts Budget Amendment to Budget and Finance Committee. Ayes: Paul Beachnau, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown. Nays: Julie Powers. Motion carried.

Motion by Commissioner Paul Beachnau, seconded by Commissioner Ken Glasser, to refer the FY 2017 General Fund/Prosecutor Budget Amendment to Budget and Finance Committee. Ayes: Paul Beachnau, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown. Nays: Julie Powers. Motion carried.

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito, to approve the FY 2017 UCMAN Budget Amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Doug Johnson, to approve the FY 2017 UC Electronic Sign Budget Amendment. Ayes: Julie Powers, Paul Beachnau, Paul Liss, Duane Switalski, Rob Pallarito, Doug Johnson, Ken Borton, Bruce Brown. Nays: Ken Glasser. Motion carried. (see attached)

**Public Comment:**

Chairman Ken Borton opened up the meeting for public comment.

**Board Remarks:**

Commissioner Rob Pallarito had no report.

Commissioner Ken Glasser reported on the Conservation District.

Commissioner Bruce Brown reported on the Sportsplex; declined a rock climbing wall purchase; update from the tennis association; Farmers Market report; Sportsplex closed in April for 1 week for maintenance; bids to replace rubber floor.

Commissioner Paul Liss had no report.

Commissioner Paul Beachnau reported Business after Hours, 2-15-17 at Buffalo Wild Wings; Snowmobile festival February 24-25.

Commissioner Julie Powers shared a flyer from Michigan Works list of top 50 jobs.

Commissioner Duane Switalski attended the Health Department meeting, Lisa Peacock is the new director; Saginaw VA Hospital is having a town hall meeting on March 9, 2017 from 5:00-7:00 at the Eagles Hall.

Commissioner Doug Johnson reported on the Parks and Recreation meeting; applied for a grant for Libke Fields to put in restrooms; cabin quotes for the County Park; reservations are starting to come in for the county park; new website: [www.otsegoparks.com](http://www.otsegoparks.com).

Commissioner Ken Borton will be attending the NACO conference.

Meeting adjourned at 10:22 a.m.

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Kenneth C. Borton, Chairman

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Susan I. DeFeyer, Otsego County Clerk

**OTSEGO COUNTY 2017 MONUMENTATION/REMONUMENTATION PROGRAM  
AGREEMENT FOR COUNTY REPRESENTATIVE SERVICES**

1. Parties. This agreement made this Fourteenth day of February, 2017, 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, 2017, and continue until December 31, 2017.
  
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 **One Thousand Eight Hundred and 0/100 dollars (US \$1,800.00)**. 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 3, 2016.
  - B. Evaluation of all completed Land Corner Recordation Certificate(s). Such work to be completed by October 31, 2017.
  - 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 2, 2017.
    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 13, 2017.
    3. The Work Program for the following year. Such Work Program will be completed by November 30, 2017. 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  
                                  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 Fourteenth day of February, 2017, 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:

Approved as to Form

**OTSEGO COUNTY 2017 MONUMENTATION/REMONUMENTATION PROGRAM  
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Fourteenth day of February, 2017, by and between the **County of Otsego**, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter COUNTY, and **Wade Trim, Inc.**, located at 4241 Old US 27 S., Suite 1, 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, 2017.
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 **Fifteen Thousand Eighty Seven and 50/100 dollars (US \$15,087.50)**. 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 12/31/2017.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 13, 2017**. 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 (25 total corners):

T29N R04W (Hayes Township)

A08, A09, A10, A11, A12, B09, B11, C08, C11, C12, D11, E08, E09, E10, E11, E12, F07, F09, F11, G07, G08, G09, G10, G11, G12

Common Corners: Will be Coordinated.

M08, M09, M10, M11, M12, T29N R5W Mancelona Twp., Antrim County

B. CORNERS TO BE MONUMENTED (25 total corners):

T29N R04W (Hayes Township)

A08, A09, A10, A11, A12, B09, B11, C08, C11, C12, D11, E08, E09, E10, E11, E12, F07, F09, F11, G07, G08, G09, G10, G11, G12

Common Corners: Will be Coordinated.

M08, M09, M10, M11, M12, T29N R5W Mancelona Twp., Antrim County

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 Latitude and Longitude 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.

Geodetic Coordinates- MCL 54.268(2)(a)(iii) and 54.268(2)(d)

Starting with the 2015 grant, latitude and longitude positions must be submitted for each original public land survey corner or protracted public land survey corner at the time it is monumented, remonumented or maintained. Latitude and longitude values must be reported to a minimum accuracy of 0.001 seconds of arc. Coordinate values must be obtained either:

1. Directly from a Continuously Operating Reference Station (CORS), or
2. From supplemental control established from CORS, or
3. From supplemental control established from other NGS horizontal control stations.

The following information must be published on the Land Corner Recordation Certificate.

Latitude: 00M00"00.000"

Longitude: 00M00"00.000"

Estimated Reputability/ Accuracy: 0.25'

Datum and Adjustment Year:

Epoch Date: 00-MMM-YYYY

Date of Observation: DD-MMM-YYYY

Method of Survey: Narrative explanation

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, Inc.:              Brian Sousa, P.E.  
Vice-President  
4241 Old US 27 S., Suite 1  
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 Fourteenth day of February, 2017, 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 Borton, Chair  
Otsego County Commissioner

By: \_\_\_\_\_  
Brian Sousa, P.E.  
Vice-President

Approved as to Form

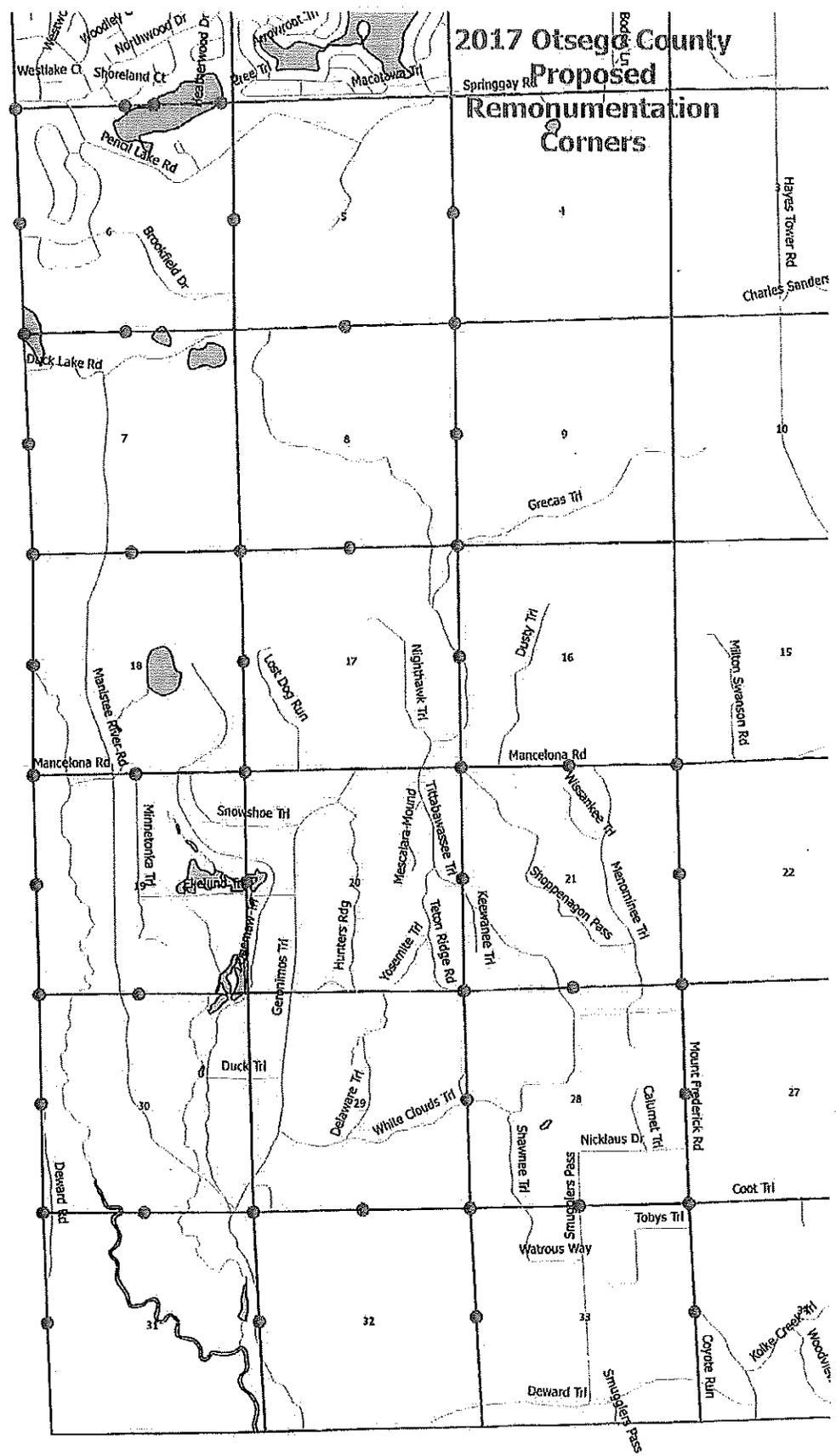
Approved as to Form

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

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



# 2017 Otsego County Proposed Remonumentation Corners



**OTSEGO COUNTY 2017 MONUMENTATION/REMONUMENTATION PROGRAM  
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Fourteenth day of February, 2017, by and between the **County of Otsego**, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter COUNTY, and **Brand Land Surveying LLC** located at 533 Greenfield Drive, 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, 2017.
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 **Fifteen Thousand Eighty Seven and 50/100 dollars (US \$15,087.50)**. 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 12/31/2017.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 13, 2017**. 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 (25 total corners):

T29N R04W (Hayes Township)  
A01, A02, A03, A04, A05, A06, A07, B01, B03, B05, B07, MC01 (001),  
MC02 (002), C02, C05, C06, C07, D03, D05, E02, E03, E04, E05, E06, E07

Common Corners: Will be coordinated.  
MC01 (001) Common with MC01 (001), T30N, R4W Hayes Twp. (Twp. Line West Side Pencil Lake)  
MC02 (002) Common with MC02 (002), T30N, R4W Hayes Twp. (Twp. Line East Side Pencil Lk)  
A13, B13, T30N R4W Hayes Twp,  
M01, M02, M03, M04, M05, M06, M07, T29N R5W Mancelona Twp., Antrim County.  
M13, T30N R5W Star Twp., Antrim County.

B. CORNERS TO BE MONUMENTED (25 total corners):

T29N R04W (Hayes Township)  
A01, A02, A03, A04, A05, A06, A07, B01, B03, B05, B07, MC01 (001),  
MC02 (002), C02, C05, C06, C07, D03, D05, E02, E03, E04, E05, E06, E07

Common Corners: Will be coordinated.

MC01 (001) Common with MC01 (001), T30N, R4W Hayes Twp. (Twp. Line West Side Pencil Lake)

MC02 (002) Common with MC02 (002), T30N, R4W Hayes Twp. (Twp. Line East Side Pencil Lk)

A13, B13, T30N R4W Hayes Twp.,

M01, M02, M03, M04, M05, M06, M07, T29N R5W Mancelona Twp., Antrim County.

M13, T30N R5W Star Twp., Antrim County.

**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 Latitude and Longitude 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.

Geodetic Coordinates- MCL 54.268(2)(a)(iii) and 54.268(2)(d)

Starting with the 2015 grant, latitude and longitude positions must be submitted for each original public land survey corner or protracted public land survey corner at the time it is monumented, remonumented or maintained. Latitude and longitude values must be reported to a minimum accuracy of 0.001 seconds of arc. Coordinate values must be obtained either:

1. Directly from a Continuously Operating Reference Station (CORS), or
2. From supplemental control established from CORS, or
3. From supplemental control established from other NGS horizontal control stations.

The following information must be published on the Land Corner Recordation Certificate.

Latitude: 00M00"00.000"

Longitude: 00M00"00.000"

Estimated Reputability/ Accuracy: 0.25'

Datum and Adjustment Year:

Epoch Date: 00-MMM-YYYY

Date of Observation: DD-MMM-YYYY

Method of Survey: Narrative explanation

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:                     Brand Land Surveying LLC:  
                                  Ronald C. Brand, PS,  
                                  Owner  
                                  533 Greenfield Drive  
                                  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 Fourteenth day of February, 2017, at Gaylord, Michigan.

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

CONTRACTOR: BRAND LAND  
SURVEYING LLC  
533 Greenfield Drive  
Gaylord, MI 49735

By: \_\_\_\_\_  
Kenneth Borton, Chair  
Otsego County Commissioner

By: \_\_\_\_\_  
Ronald C. Brand, PS  
Owner

Approved as to Form

Approved as to Form

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

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

**OCR 17-02**  
**April 2017 is Social Host Responsibility Month**  
Otsego County Board of Commissioners  
February 14, 2017

**WHEREAS**, underage drinking is a problem that affects our community, our health, and our future. It exacts a terrible toll on individuals and families, and places a costly tax burden on the community at large for law enforcement, medical services, and other social services involved in the prevention and treatment of underage drinking; and

**WHEREAS** underage drinking has severe consequences, many of which parents and caregivers may not be fully aware. Consequences of underage drinking may include injury or death from accidents; unintended, unwanted, and unprotected sexual activity; academic problems; and drug use; and

**WHEREAS**, parents and caregivers have a significant influence on young people's decisions about alcohol consumption, especially when they create supportive and nurturing alcohol-free environments; and

**WHEREAS**, youth who start drinking before the age of 15 are five times more likely to develop alcohol dependence or abuse later in life than those who begin drinking at or after age 21; and

**WHEREAS**, alcohol use by young people is dangerous, not only because of the risks associated with acute impairment, but also because of the grave threat to their long-term development and well-being; and

**WHEREAS**, parents, educators, and community leaders who work with our young people every day are our best advocates for responsible decision-making; and

**WHEREAS**, one-hundred percent of any alcohol consumed by a minor came from an adult. At one time, an adult over the age of 21 was in control of the alcohol and a minor gained access to it; and

**WHEREAS**, it is illegal for adults to knowingly allow their child's friends to drink alcohol in their home, even with the permission of the friends' parents, and adults have the authority and should have the responsibility to take steps to reduce the likelihood that their homes will become venues for underage drinking; and now, therefore be it

**RESOLVED**, that we Board of Commissioners of the County of Otsego, a Community Committed to UNDERAGE DRINKING PREVENTION, do hereby proclaim that April 2017 is Social Host Responsibility Month. We also call upon all parents, citizens, homeowners and property owners to host gatherings responsibly and take measures to eliminate access of alcohol to persons under the age of 21.

# OTSEGO COUNTY BOARD RULES/BYLAWS

## 1. AUTHORITY

These rules/bylaws are adopted by the Board of Commissioners of Otsego County (hereafter referred to as the Board) pursuant to Section 46.11 of the Compiled Laws of Michigan as amended.

## 2. ORGANIZATION

### 2.1. BOARD

The Board has nine (9) commissioners elected for two (2) year terms. Generally, the Board may be defined as the legislative, policy making branch of County government.

### 2.2. DUTIES OF THE CHAIRPERSON

- 2.2.1. The Chairperson, if present, shall preside at all meetings of the Board, preserve order, and decide questions of order subject to appeal to the Board which may reverse the Chairperson by a majority vote of those present and voting.
- 2.2.2. The Chairperson shall be the agent for the Board in the signing of contracts, orders, resolutions, determinations and minutes of the Board.
- 2.2.3. The Chairperson shall serve in such capacities and make appointments as the law shall require or allow.
- 2.2.4. The Chairperson shall serve as an ex-officio member on all Board committees. As such, he shall not be a voting member except cases where he/she is a regular member of the committee.
- 2.2.5. The Chairperson or the appointed replacement shall represent the Board and County at various functional and ceremonial activities.
- 2.2.6. The Chairperson, subject to the disapproval of a majority of those voting, shall appoint all standing, special or ad hoc committees. He/she shall designate the chairperson of each committee.
- 2.2.7. The Chairperson shall have the power to administer an oath to any person concerning any matter being considered by the Board.
- 2.2.8. The Chairperson, when appropriate, shall refer matters coming before the Board to a committee.

### 2.3. VICE-CHAIRPERSON

He/she shall be elected at the organizational meeting of the Board and shall assume all the duties and responsibilities of the Chairperson when the Chairperson is absent.

### 2.4. COUNTY CLERK DUTIES

- 2.4.1. Preside, until a Chairperson or temporary chairperson is elected.
- 2.4.2. Record all proceedings of the Board and house the records in a safe place.
- 2.4.3. Make regular entries of all Board resolutions and decisions.
- 2.4.4. Record the vote on all questions and where required indicate the vote of each commissioner.
- 2.4.5. Perform such other duties as the Board by resolution may require.
- 2.4.6. Appoint a deputy to attend Board meeting when unable to attend.

## 2.5 COUNTY ADMINISTRATOR

The County Administrator is hereby designated as the official signatory of Board approved leases, contracts and other legal documents. However, this designation does not diminish the authority of the Chairperson.

## 3. MEETINGS

### 3.1. Organizational meeting.

3.1.1. The first meeting of each calendar year shall be for the purpose of organizing. If needed, the County Clerk shall preside until a chairperson is elected. However, the first order of business shall be to administer the oath of office to commissioner(s) if the oath has not been given.

3.1.2. In odd years the second item of business shall be to decide if the term of office shall be for one (1) or two (2) years and if the vote shall be an open or closed ballot.

3.1.3. If needed, the next item of business is to select, by majority vote of all members, an elected commissioner to serve as Chairperson of the Board. The elected Chairperson shall take and assume the duties upon election.

3.1.4. The next item of business shall be the election of a Vice-Chairperson.

### 3.2. Regular meetings

The Board shall meet according to the schedule adopted pursuant to Section 5 of the Open Meetings Act (P.A. 267 of 1976 as Amended being MCL 15.265), normally the second and fourth Tuesday of each month. The time and place shall be determined by the Board.

### 3.3. Special meetings

3.3.1. The Board shall meet in special sessions upon the written petition to the County Administrator, signed by one third (1/3) or more of the members. The petition shall specify the time, date, place and purpose of the meeting.

3.3.2. The Chairperson may also call an unscheduled meeting at his/her discretion.

3.4. Emergency meetings may be called with the consent of two thirds (2/3) of the members of the Board and only if delay would threaten/endanger the health, safety and welfare of the public. An emergency meeting does not require public notice.

### 3.5. Change in schedule

A change in schedule shall not be made unless a majority of the Board concurs. In the event the Board shall meet and a quorum is not present, the Board with the approval of a majority of those present, may adjourn the meeting to another time provided that notice is given to members and the public.

### 3.6. Work sessions

Work sessions of the Board may be held at a date, time and place established by the Board. However, formal action may not be taken at a work session.

## 4. PUBLIC NOTICE OF MEETINGS

4.1. The County Clerk or Administrator shall provide notice for all meetings of the Board. Such notice shall include but is not necessarily limited to the following.

### 4.1.1. Regular meetings

The Clerk or Administrator shall post within ten (10) days after the first meeting in the calendar year a list of scheduled meetings indicating the date, time and place.

- 4.1.2. Schedule change  
Proper and timely notice shall be posted as mandated in Section 4.1.3.
- 4.1.3. Special and emergency meetings  
Notice shall be posted immediately and delivered to the residence of each commissioner by direct delivery or mail. No meeting, except emergency, shall be held until the notice shall have been posted at least eighteen (18) hours.
- 4.1.4. Notification of media and others  
If a request has been filed the Clerk or Administrator shall notify, with out charge, any newspaper or radio or television station of the Board's meeting schedule, schedule changes or emergency meetings.
- 4.1.5. Upon request, individuals will be notified of meetings but must reimburse the County for all reasonable costs.

## 5. QUORUM

- 5.1. A majority of commissioners, elected and serving, shall constitute a quorum for the transaction of ordinary business.
- 5.2. No member of the Board may absent himself/herself without the consent of the Board. Leave may be revoked by the Board at any time.
- 5.3. Call of the Board  
The Board, by majority vote of those present and voting, may call the Board. ~~Upon such a vote, the Board empowers the Sheriff to assure that commissioners who are absent without leave will promptly attend.~~

## 6. AGENDA FOR REGULAR MEETINGS

- 6.1. The Administrator after reviewing pending business and consulting with the Chairperson will draft an agenda for regularly scheduled meetings. Commissioners interested in placing an item on the agenda will notify the Administrator by the close of the business on the Tuesday preceding the next regular meeting. Items not on the agenda may be introduced as new business.
- 6.2. Resolutions to be considered by the Board must be included with the agenda packet forwarded by the Administrator to each commissioner prior to the scheduled regular meeting. Any resolution not included in the packet will require six (6) votes to be adopted.
- 6.3. The following will be the usual agenda format for regular meetings of the Board.
  - Call to Order
  - Invocation
  - Pledge of Allegiance
  - Roll Call
  - Approval and Correction of Minutes
  - Consent Agenda (If Any)
  - Committee Reports
  - Administrator's Report
  - ~~Reports from Officers~~
  - Scheduled Presentations (If Any)
  - Reports from Department Heads (If Any)

City Liaison & Township & Village Representatives  
Correspondence  
Special Orders (as defined in RONR) (If Any)  
Unfinished Business and General Orders (If Any)  
New Business  
Public Comment  
Board remarks, Announcements, and informal discussions  
Closed Session/Executive Meeting (If Ordered)  
Adjournment

- 6.4. Agenda for special meetings  
The agenda shall be included in the notice of the meeting and no other matter shall be considered except when all members are present and a majority concurs.
- 6.5. Distribution of agenda material  
Upon completion of an agenda packet, the Administrator shall immediately distribute and post copies with reports, explanations, etc., that relate to agenda items. Commissioners shall receive materials no later than the Saturday preceding the next regularly scheduled meeting.
- 6.6. Consent agenda - Define/Procedure
- 6.6.1 The consent calendar/agenda shall consist of motions by any commissioner or the administrator with which the Board usually concurs. The Chairperson must allow commissioners to remove any motion where there is a question or a desire to discuss more fully. These items will be added at the appropriate place on the agenda.
- 6.6.2 Motions on the consent agenda shall be numbered consecutively for easy identification.
- 6.6.3 Motions not removed per section 6.6.1 or section 8.1 shall be adopted en bloc by unanimous consent.
- 6.6.4 A resolution may be placed on the consent agenda and when thus included, consideration shall be the same as and concurrent with the other items.

## 7. CONDUCT OF MEETINGS

- 7.1. The Chairperson shall preside at all meetings of the Board. In the Chairperson's absence the Vice Chairperson shall preside. In the event both Chair and Vice Chair are absent, ~~the Clerk shall preside until the commissioners present elect a commissioner to preside.~~ the Chairperson of Finance shall preside, followed by the Chairperson of Personnel should the Chairperson of Finance be unavailable.
- 7.2. Board members wishing to be heard shall first obtain the approval of the Chairperson and each person who speaks shall address the Chairperson. Individuals attending the meeting shall not speak unless recognized by the Chairperson.
- 7.3. ~~A second shall not be required to place a motion before the Board.~~
- 7.4. Disorderly conduct
- 7.4.1. The Chairperson shall call to order any person who is disorderly by speaking or otherwise disrupting the proceedings by failing to be germane, by speaking longer than the allotted time or interfering with the scheduled agenda. Said person shall be ruled out of order and not allowed to participate except upon special leave of a majority of the commissioners present. If the person continues to be disorderly, the Chairperson may call a recess or have the person removed from the meeting. However, no person shall be removed from a

- public meeting except for an actual breach of the peace committed at the meeting.
- 7.4.2. ~~Failure to place a pager and/or a cell phone on the silent mode during a meeting is hereby deemed to be a breach of peace as defined by section 7.4.1.~~
- 7.5 If a motion to adjourn is adopted prior to "Public Comment", the meeting shall immediately be open for public comments prior to execution of the motion. Public comment under this sub-section is limited to thirty (30) minutes.
- 7.6 A negative motion shall be considered the same as if the motion had been made in a positive form. A negative motion is a motion which (a) if adopted has the same result as not adopting any motion, and (b) if defeated leaves everyone confused as to the board's intent. A motion to 'not approve the petition' shall be stated as a motion to 'approve the petition.'
8. PUBLIC PARTICIPATION IN MEETINGS
- 8.1. Public comment on the consent agenda shall be limited to requesting the removal of a motion from the consent agenda. This request shall indicate the speakers desire to speak against the motion.
- 8.2. Participation during debate on a motion.  
After a question has been opened for debate by the chairperson, a member of the public, when recognized by the chairperson, may speak on the question once for up to three (3) minutes, providing the remarks conform to rules of proper debate and are germane to the question. Germane is defined as having a bearing on whether the pending motion should be adopted or rejected.
- 8.3 A motion to close public debate  
The subsidiary motion to close public debate shall rank between the motion to limit or extend limits of debate and the motion of the previous question. This motion shall require a majority vote, shall not be debated or amended, but may be reconsidered under the same rules as the previous question.
- 8.4. During "Public Comment" after New Business or under provisions of section 7.5, Members of the public are invited to bring before the Board any concern that is within the providence of the Board. The speaker must use language that is appropriate for debate.
9. VOTING
- 9.1. Majority vote is the usual manner for deciding procedural and other questions arising at a meeting. However, there may be exceptions wherein decisions require, by statute, a higher than majority vote. Also, a majority of the members elected and serving is required for final passage or adoption of resolutions or allowance of claims, or other routine business.
- 9.2. A two thirds (2/3) vote shall be required on the following procedural motions.  
Suspend the rules  
Limit or extend debate  
Object to consideration  
Move the previous question  
Hold a closed session pursuant to the Open Meetings Act
- 9.3. A roll call vote requires the name and vote of each member be recorded on any action

taken by the Board. Unanimous consent shall be recorded as each member voting in favor of the proposed action.

- 9.4. No vote may be taken by secret ballot except on the question of electing a Chairperson.
- 9.5. Mandatory voting on all issues shall be required unless a member is recused, due to conflict of interest, by a majority of the Board.
- 9.6. A question may be reconsidered and decided by a roll call vote if called for by a member who voted with the majority on the roll call. Any member may ask for reconsideration if the matter was decided viva voce. However, a matter may not be reconsidered more than once.
- 9.7. Conflict of interest suggests that a commissioner has a direct or indirect interest in a contract or other business transaction. Members are encouraged to vote after making public the possible conflict.

## 10. RECORD OF MEETINGS

- 10.1. The County Clerk shall be the Clerk of the Board and will be responsible for maintaining the official records and minutes of Board meetings. The minutes shall include all actions and decisions made by the Board and shall indicate the name of the mover of motions and resolutions. Resolutions will be considered by roll call vote and each commissioner's vote indicated.
  - 10.2. Request for remarks to be included.  
A commissioner may have his/her comments printed as part of the minutes upon the concurrence of a majority of the members present. Such comments to be included in the record shall be provided to the clerk in writing.
  - 10.3. Public access to meeting records  
The Clerk shall make available to the public the records of Board meetings in accordance with the Freedom of Information Act. Board minutes prepared but not approved by the Board shall be made available for public inspection not more than seven working days following the meeting. Approved minutes shall be available the day following the meeting of the Board wherein approval was given.
11. COMMITTEES: The intent of the committee is not to assume the management authority of either the department head or the County Administrator, but rather to ensure the integrity of all policies affecting the public. The County Administrator or the board determines which issues need committee action prior to board action. Each committee shall thoroughly investigate any matter referred to it and shall report in writing its findings to the board without undue delay. Upon the motion of any board member and approval by a majority of the board, the board may discharge a committee from further consideration of any matter.

- 11.1. Appointment  
Each year, following the election of the Board Chairperson, with the advice and consent of the full board, the Chairperson shall appoint commissioners to committees and other assignments as appropriate.
- 11.2. Committee Chairperson  
The person first listed on the roster of each committee shall be Chairperson. In the absence of the chairperson, the next listed commissioners shall act as Chairperson.
- 11.3 Standing Committees of this Board are:
  - 11.3.1 Budget-Finance to consider matters of finance, budget, grants, additional appropriations requested, and associated fiscal matters.
  - 11.3.2 Personnel to consider matters of staffing in each department, employing personnel, termination of personnel, other than department heads, establishing new positions, salary or wages for positions; personnel policies; benefits for elected and non-elected personnel; and serve as the collective bargaining committee including involvement in grievance procedures.
  - 11.3.3 County Airport performs the duties imposed by section 6a of act 90 of 1913 being MCL 123.66a (appendix A).
- 11.4. Committee meetings
  - 11.4.1. A majority of the members of a committee shall constitute a quorum. Committee meetings shall be open to the public unless closed by a two thirds (2/3) vote pursuant to the Open Meetings Act.
  - 11.4.2. The committee shall maintain a written record of meetings and shall present records to the Board at a regular meeting. These records shall constitute a public record and shall be made available to any person as required by law.
- 11.5. Exercise of Governmental function  
A committee shall not exercise a government function in a meeting that is not open to the public unless the Open Meetings Act permits a session to be closed to the public. The committee will make recommendations to the Board and report matters considered and rejected as well as those considered and recommended.
- 11.6 A special, select or ad hoc committee may be formed by the chairperson with consent of the Board or by direction of the Board. Any committee formed under this section shall cease to exist upon completion of its assignment or at the end the term of the board chairperson that appointed it.
- 11.7. Committee of the Whole
  - 11.7.1. Whenever the Board shall meet in "working meetings" the Board shall meet as a committee of the whole and the Chairperson, Vice-Chairperson or another member shall preside.
  - 11.7.2. Meetings of the whole shall comply with the provisions of the Open Meetings Act with respect to public notice except when the Board shall devolve into a committee of the whole at one of its regular meetings.
  - 11.7.3. The rules of the Board shall be observed in committee of the whole meetings except for limiting debate, moving to vote immediately and taking a roll call vote.
  - 11.7.4. Upon request of two thirds (2/3) of the Board, resolutions, ordinances and other matters shall be read aloud by the Clerk and considered and acted upon by sections. When the

committee of the whole completes its deliberations, a member shall move that the committee rise and report to the Board.

- 11.8 The County Administrator and the Board Chairperson shall be ex-officio members of all committees with the right of voice and vote. Except when serving as a regular/designated member of the committee, the County Administrator and/or the Board Chairperson shall not be counted in determining the number required for a quorum or whether a quorum is present.

12. EXECUTIVE MEETINGS/CLOSED SESSIONS

- 12.1. A motion to hold an executive meeting/closed session may be made at any time during the meeting. If the motion passes, the meeting shall be held as provided for in rule 6.3. If rule 7.5 is in effect, then the closed session shall be between public comment and adjournment. The vote on a motion to hold an executive meeting shall be recorded in the minutes. Executive sessions must comply with the Open Meetings Act.
- 12.2. Minutes of Executive meetings shall be maintained separate and sealed. The minutes shall indicate clearly the topics discussed. The record shall not be disclosed to the public except on order of a court. The clerk shall destroy the minutes after one (1) year and one (1) day after the meeting at which the Board approved the minutes.

13. PARLIAMENTARY AUTHORITY

Robert's Rules of Order Newly Revised (RONR) shall govern all questions of procedure not otherwise provided by these rules, or by State or Federal law. A person so designated by the Board shall serve as the Board's parliamentarian and shall advise the presiding officer regarding rules of procedure.

14. ADMINISTRATIVE RESOLUTIONS

- 14.1. Definitions  
Any action regarding the operation or administration of a department of County government or containing policies of the Board applicable to more than one (1) department, and not adopted by ordinance, shall be an administrative policy.
- 14.2. Any commissioner may introduce an administrative resolution at a regular or special meeting.

15. PROCEDURE FOR FILLING VACANCIES ON BOARDS AND COMMISSIONS

- 15.1. The Administrator shall notify the Board regarding the expiration of term of office on any board or commission where vacancies are filled by the Board.
- 15.2. The Administrator shall prepare public notice of vacancies. Such action shall not require Board approval. Public notices must be given whenever a vacancy occurs on a board or commission, which the Board has the authority to fill.

16. BOARD VACANCIES

When a vacancy occurs in the office of commissioners by death, resignation, moving from the district or removal from office the vacancy shall be filled by appointment within thirty (30) days by the Board with a resident and registered voter of that district. The

person appointed to fill a vacancy which occurs in an odd numbered year shall serve until the vacancy is filled by a special election. The person appointed to fill a vacancy which occurs in an election year shall serve the remainder of the unexpired term. If the Board fails to fill a vacancy within thirty (30) days, the vacancy shall be filled by special election regardless of the year. A person appointed under this section shall, for the purpose of these rules/bylaws, be considered to be elected and serving.

18. **ADOPTION AND AMENDMENT OF RULES**

These rules having been adopted by not less than a two-thirds (2/3) vote of all the members of the Board, may be amended or rescinded by a two-thirds (2/3) vote of all the members of the Board. They shall remain in effect until amended or rescinded. Any proposed amendment of these rules, properly presented to the Board of Commissioners, shall take immediate effect when adopted, unless the Board at the time of adoption stipulates otherwise.

19. **PREVIOUS RULES/BYLAWS**

These Otsego County Rules/Bylaws supersede any and all rules/bylaws and amendments adopted prior to this date.

## APPENDIX A

### PARKS, ZOOLOGICAL GARDENS, AND AIRPORTS (EXCERPT) Act 90 of 1913

#### **123.66a County airport committee; appointment, powers, organization.**

Sec. 6-a. Whenever a board of supervisors of any county shall have adopted a resolution to purchase, condemn or to accept certain lands for airport or landing field purposes and makes an appropriation therefor under the provisions of sections 1 and 2 of this act, there shall be created a board of 3 members to be known as a "county airport committee." These 3 members may be either 3 members of the board of county road commissioners or 3 members of the board of supervisors as determined by the majority vote of the members of the board of supervisors. Such county airport committee shall have the management, control and expenditure of such funds collected and shall hold in trust for the county the title to any real estate so purchased, acquired by condemnation or accepted by way of gift or devise for airport or landing field purposes and shall supervise the improvement of any such property so purchased, acquired or accepted as authorized by the board of supervisors. Such county airport committee shall have the care and control of all airport and landing field property and may make reasonable rules and regulations and enforce the same when made respecting the use by the public of such property. They shall elect a chairman and secretary from among the members. All expenditures of funds so appropriated shall be paid only by the county treasurer on the warrant or voucher of the chairman and 1 other member of such board. The committee so appointed shall make a full report to the board of supervisors at each October session as to the condition of the airport or landing field property and the expenditure of funds. The members of such committee shall continue to act until their successors have been duly elected or appointed.



123 W. Main St. Suite 200  
Gaylord, MI 49735  
O: 989.732.8131  
www.c2ae.com

February 9, 2017

Mr. John Burt, Administrator  
Otsego County  
225 West Main Street, Room 203  
Gaylord, MI 49735

**Re: Proposal for Professional Services: Design and Construction Engineering Services  
Otsego County – Iron Belle Trail**

Dear John:

Congratulations to Otsego County on the success of your grant funding applications and securing the local share financing for this project. C2AE is pleased to have been an integral part of the planning and grant application assistance process. We are excited and honored to assist the County in advancing this valuable regional asset to the next phase of design and ultimately completion of construction!

We have included the final trail routing map and preliminary opinion of construction cost for reference, as they form the basis for this proposal.

#### PROJECT UNDERSTANDING

Otsego County, along with Bagley and Otsego Lake Townships, has teamed with the Department of Natural Resources (DNR) to construct a non-motorized trail from Passenheim Road in Waters north to Fairview Road in Gaylord, a distance of approximately 11.5 miles. The trail will continue to operate as a snowmobile trail during the winter. The north end of the new trail will connect with the existing North Central State Trail, and the entire trail segment will be a part of the Governor's Iron Belle Trail that will eventually connect Belle Isle to Ironwood. The DNR is a key stakeholder in the project, as they have secured the property and/or easements and a portion of the funding for the trail and will be the trail owner. Otsego County will enter into a lease agreement and maintenance agreement for the trail, and will pay the local share matching funds for the trail design and construction, including the non-participating engineering costs. The current total estimated construction cost of the trail is approximately \$2.5 million.

The trail will be located within the existing active railroad right-of-way, in the general location of the existing snowmobile trail. It is therefore imperative that the project team work closely with the Michigan Department of Transportation (MDOT) and the Lake State Railroad throughout this project. Both the Lake State Railroad and MDOT have previously established some design guidelines for the trail, including offset distances, trespass deterrent measures, crossing locations and other considerations that will make it extremely important to coordinate the design and construction work with these entities.

A significant amount of effort has gone into schematic design, opinions of probable construction costs, public information meetings, MDOT Rail reviews and grant applications in order to secure the necessary funding that will make this project a reality. A summary of the project funding breakdown is attached for reference.

Although a portion of the funding was secured based on two separate trail sections, labeled north segment and south segment, the design and construction will be completed as one project. Since an MDOT Transportation Alternatives

Grant was secured for the project, the entire project design and construction will need to meet the MDOT Local Agency requirements, including the use of MDOT standard plans and specifications and pre-qualified contractors.

C2AE will bring value to the County with our vast amount of experience with the design and construction of trail projects across the state of Michigan. Furthermore, our strong design and construction team is very knowledgeable with MDOT Local Agency requirements for the project. Attached for your reference is the proposed project team diagram.

## SCOPE

C2AE proposes the following scope of services tailored to meet the MDOT Local Agency guidelines:

### Design Phase Services

1. **Project Initiation Meeting:** Conduct a project initiation meeting with the County and DNR to review the project parameters, scope of services and project schedule contained in the project management plan. Review the previous plans with the County and DNR with respect to any desired changes. Obtain a clear understanding of the role of all parties. Set the proper course to achieve local public input throughout the project.
2. **Topographic Survey:** C2AE had previously surveyed a few of the more challenging project areas in order to complete the schematic design and opinions of probable construction cost, but there is a significant amount of survey information that needs to be obtained. The most efficient method of survey for this type of project will be the use of aerial photogrammetry and mapping, supplemented by field survey of the road crossings and other key areas. Our team has successfully implemented this method on several projects in Michigan and New York. C2AE plans to use the services of Aerocon, Inc. as a subconsultant to perform the aerial mapping services. C2AE will complete the ground control and additional topographic survey work.
3. **Program Application:** Assist the County in preparing the MDOT Program Application information, including environmental and historical clearances and other required elements.
4. **Utility Coordination:** Prepare correspondences and coordination with utility companies to determine and resolve conflicts with existing utilities and the proposed trail design.
5. **Soil Borings:** C2AE will solicit proposals for soil borings and soils report from geotechnical subconsultants and coordinate the work of the subconsultant. We have included a budget amount for soil boring work within our contract fee.
6. **Preliminary Plans:** Provide full plan and profile drawings of the proposed construction limits. Provide typical trail and road/rail crossing construction cross sections and details.
7. **Easements:** C2AE will identify any areas requiring grading permits or easements. The County and or DNR will prepare and obtain necessary permits or easements outside of the current easement/ownership areas. From our preliminary review, the two most likely areas where easements may be needed are at the Charles Brink Road section and the I-75 Underpass.
8. **Special Provisions:** Prepare special provisions to be used in conjunction with the 2012 MDOT Standard Specifications for Construction to establish the quality of all materials, equipment, installation and construction.

9. Preliminary Quantities and Opinion of Probable Construction Cost: Provide an itemized breakdown of estimated quantities, estimated unit costs and estimated total cost for all project components. The estimate will utilize the MDOT-required MERL software.
10. Grade Inspection/Review Meeting: Provide the necessary plan submittals, coordinate and participate in an on-site Grade Inspection/Review meeting with representatives of the County, DNR, MDOT and other interested members of the project team and affected utility companies.
11. Final Engineer's Opinion of Probable Construction Cost: Provide a final itemized breakdown of construction quantities and unit cost for all of the pay items used on the project.
12. Permits: Assist in the preparation all necessary permit applications for submission by the County/DNR to the applicable governmental agencies. Permit fees for such permits (where applicable) shall be paid for by the County/DNR. Anticipated permits will include MDOT Right of Way (I-75 and M-32 crossings), MDOT rail crossings, Otsego County Road Commission road crossings, City of Gaylord road crossings, soil erosion and sedimentation control and possibly MDEQ wetlands.
13. Final Plans and Special Provisions: Prepare final plans and any special provisions applicable for the project. Include maintaining traffic, striping and signing plans in accordance with the Michigan Manual of Uniform Traffic Control Devices. Submit electronically, the required plans, special provisions and cost estimate for inclusion in an MDOT bid letting.
14. Grant Administration Assistance: Provide assistance to the County/DNR in administering the MDOT TAP Grant, the Michigan Natural Resources Trust Fund (MNRTF) grant and DNR Recreational Trail Program (RTP) grants.

#### Construction Phase Services

1. Construction Administration:
  - a. Attend and conduct a preconstruction conference to review the project with the County, DNR, Contractor, Sub-contractor(s), utility companies, MDOT and other interested parties. Review project schedule. Record meeting minutes and distribute.
  - b. Consult with County during construction.
  - c. Prepare modifications and supplementary sketches required to resolve actual field conditions encountered.
  - d. Review product and material certifications. Maintain status of tested materials information.
  - e. Issue instructions from the County to the contractor; issue necessary interpretations and clarifications of contract documents; and prepare-required change orders.
  - f. Prepare biweekly pay estimates.
  - g. Attend monthly (or more frequent) progress meetings.

- h. Attend final project inspection with the County, DNR and Contractor representatives. Prepare final punch list for project completion.
  - i. All construction documentation will be performed utilizing the current version of FieldManager Software.
  - j. Accept, review and maintain Contractor submitted Certified Payrolls in accordance with MDOT requirements. Perform wage rate interviews to verify compliance per MDOT's requirements.
2. Construction Observation and Testing:
- a. Provide on-site observation services based upon the type of construction work in progress; prepare daily reports using the current version of FieldBook Software; provide appropriate reports to the County (to monitor compliance with plans, specifications and all other contract documents).
  - b. Provide survey layout of lines and grades as required to complete construction.
  - c. Provide and/or coordinate field material density testing services for backfill, subgrade, base course and bituminous courses.
  - d. Coordinate laboratory testing services for aggregate, HMA and concrete cylinders.
  - e. Prepare Record Drawings for the project upon completion of construction.

FEE

Design and Construction Phase Services

C2AE proposes to provide engineering services as follows:

Topographic and Aerial Mapping and Control	\$33,800 Lump Sum
Design Phase Services*	\$125,200 Lump Sum
Construction Engineering Fee**	\$247,000 Estimated, Time and Materials

\*Includes an allowance amount of \$13,200 for a geotechnical subconsultant

\*\* Includes an allowance amount of \$16,500 for subconsultant materials testing services

**C2AE agrees not to incur costs greater than \$30,000 for this project until further authorization is provided by the County, as the County is awaiting more definitive funding commitments.**

***Please note that the proposed fees are less than the budgeted/approved amounts in the funding applications.***

The following assumptions are used to form the basis for determination of the engineering fee for the project.

- For the purpose of this proposal, C2AE is basing the required construction hours on a 20 week (100 working day) construction period.

- We estimate that the Contractor's work will require one person, full time for construction observation. We estimate 20 weeks at 50 hours per week for a total of 1,000 observation and testing hours for an Engineering Technician.
- We estimate that construction surveying and staking will require 240 hours of a one person survey crew.
- We estimate that contract administration will require approximately 16 hours per week of combined time for a Project Manager and Project Engineer, and an additional 80 hours for contract closeout procedures.
- We estimate HMA Quality Assurance Testing will require an engineering technician for approximately 24 hours.
- The hourly estimate provided in this proposal is based on 100 working days (1,000 observation and testing hours) for the Contractor to complete the work. The Engineer has no control over the Contractor's schedule or ability to complete the work in a timely fashion. Should the Contractor require more than 100 working days (1,000 observation and testing hours) to complete the work, a prorated budget increase will be necessary.

#### SCHEDULE

C2AE proposes the following project schedule:

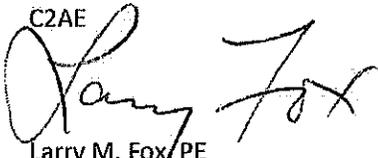
C2AE will complete the project design on MDOT Local Agency Program Schedule based on a February/March 2018 bid letting to allow project construction to begin in spring of 2018.

Aerial Flight/Mapping	April/May 17
Program Application Submittal	8/29/17
GI Package Submittal (75% complete design)	9/12/17
Final Plan Submittal	11/18/17
Letting Date	2/3/18
Construction Period	April/May to September 2018

We have included our Standard Contract Provisions as part of our proposal. If the terms and conditions as stated are acceptable, please countersign and return one copy to our office. Please do not hesitate to contact us should you have any questions or concerns, or if you need additional information.

Sincerely,

C2AE



Larry M. Fox, PE  
Principal Owner | Project Manager

Accepted by: Otsego County

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John Burt, County Administrator

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Date

The parties to this agreement, Capital Consultants, Inc., a Michigan Corporation doing business as C2AE in the State of Michigan, hereinafter called the A|E CONSULTANT and the County of Otsego, Michigan, hereinafter called the OWNER, hereby agree to the following conditions:

- A. Limit of Scope: The services provided by the A|E CONSULTANT shall be limited to those described in the Scope of Services.
- B. Changed Conditions: If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the A|E CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the A|E CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The A|E CONSULTANT shall notify the OWNER of the changed conditions necessitating renegotiation, and the A|E CONSULTANT and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
- C. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such services in writing. Additional services will be billed monthly as work progresses and invoices are due upon receipt.
- D. Standard of Care: In providing services under this Agreement, the A|E CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the A|E CONSULTANT and by mutual agreement between the parties, the A|E CONSULTANT will without additional compensation, correct those services not meeting such a standard.
- E. ADA Compliance: The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. The OWNER acknowledges that the requirement of the ADA will be subject to various and possibly contradictory interpretations. The A|E CONSULTANT, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. The A|E CONSULTANT, however, cannot and does not warrant or guarantee that the OWNER's project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project.
- F. Code Compliance: The A|E CONSULTANT shall put forth reasonable professional efforts to comply with applicable laws, codes and regulations in effect as of the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the A|E CONSULTANT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provision of this Agreement.
- G. Permits and Approvals: The A|E CONSULTANT shall assist the OWNER in applying for those permits and approvals normally required by law for projects similar to the one for which the A|E CONSULTANT's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by the A|E CONSULTANT and included in the scope of Basic Services of this Agreement.
- H. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the A|E CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the A|E CONSULTANT's opinions of probable construction costs are made on the basis of the A|E CONSULTANT's professional judgment and experience. The A|E CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the A|E CONSULTANT's opinion of probable construction cost.

- I. Schedule for Rendering Services: The A|E CONSULTANT shall prepare and submit for OWNER approval a schedule for the performance of the A|E CONSULTANT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the A|E CONSULTANT's reasonable control.
- J. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, work sheets, plans, preliminary material tables, supportive data, documents and other materials produced by the A|E CONSULTANT in the course of and for the purpose of meeting this contract are the property of the A|E CONSULTANT, and shall remain in the possession of the A|E CONSULTANT. The OWNER shall have access to the above named material during normal business hours of the A|E CONSULTANT during and after completion of this contract. The OWNER may obtain copies of any of the above named material. Copies of electronic media may be obtained by the OWNER. (See Alteration and Reuse of CAD Information provision of this Agreement.)
- K. Alteration and Reuse of CAD Information: Because computer aided design/drafting (CAD) information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, the A|E CONSULTANT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the A|E CONSULTANT in CAD form. Copies shall be for information and used by the OWNER for the specific purpose for which the A|E CONSULTANT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the A|E CONSULTANT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the A|E CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorneys fees arising out of the unauthorized modification of these materials.
- L. Record Documents: Upon completion of the work, the A|E CONSULTANT shall compile for and deliver to the OWNER a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the A|E CONSULTANT shall assume will be reliable, the A|E CONSULTANT cannot and does not warrant their accuracy.
- M. Payment Terms: Invoices will be submitted by the A|E CONSULTANT monthly, are due upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- N. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the A|E CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after receipt of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the A|E CONSULTANT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- O. Abandonment of Work: If any work is abandoned or suspended, the A|E CONSULTANT shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.
- P. Errors and Omissions Insurance: The A|E CONSULTANT maintains an errors and omissions insurance policy as part of normal business practice. The OWNER agrees to limit the A|E CONSULTANT's liability to the OWNER and to all Construction

Contractors and Subcontractors on the project due to the A|E CONSULTANT's negligent acts, errors, or omissions, such that the total aggregate liability of the A|E CONSULTANT to all those named shall not exceed \$406,000.

- Q. **Betterment:** If, due to the A|E CONSULTANT's negligence, a required item or component of the project is omitted from the A|E CONSULTANT's construction documents, the A|E CONSULTANT shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the A|E CONSULTANT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.
- R. **Indemnification:** The A|E CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the A|E CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the A|E CONSULTANT is legally liable.
- The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, directors, employees and subconsultants (collectively, A|E CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.
- Neither the OWNER nor the A|E CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- S. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the A|E CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the A|E CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- T. **Full-Time Construction Observation:** The A|E CONSULTANT will provide full-time project representation in order to observe the progress and quality of the work completed by the Contractor. Such observation is not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather is to allow the A|E CONSULTANT, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

The A|E CONSULTANT shall keep the OWNER informed about the progress of the work and shall endeavor to guard the OWNER against deficiencies in the work.

The A|E CONSULTANT shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

The A|E CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. The A|E CONSULTANT does not guarantee

the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

- U. **Jobsite Safety:** Neither the professional activities of the A|E CONSULTANT, nor the presence of the A|E CONSULTANT or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The A|E CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The OWNER agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the OWNER's contract with the General Contractor. The OWNER also agrees that the OWNER, the A|E CONSULTANT and the A|E CONSULTANT's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.
- V. **Hazardous Materials:** As used in this Agreement, the term *hazardous materials* shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that the A|E CONSULTANT's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the A|E CONSULTANT or any other party encounters any hazardous or toxic materials, or should it become known to the A|E CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the A|E CONSULTANT's services, the A|E CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the OWNER retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

The OWNER agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the A|E CONSULTANT, its officers, partners, employees and consultants (collectively, A|E CONSULTANT) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the A|E CONSULTANT.

- W. **Change Orders/Stop Work Orders:** The A|E CONSULTANT and the OWNER agree that any construction contract change orders or stop work orders must be approved in writing by the OWNER.
- X. **Agreement Not to Claim for Cost of Certain Change Orders:** The OWNER recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications and other design documentation furnished by the A|E CONSULTANT or in the other professional services performed or furnished by the A|E CONSULTANT under this Agreement whether caused by professional negligence or by imperfections that are within professional standards ("Covered Change Orders"). Accordingly, the OWNER agrees not to sue and otherwise to make no claim directly or indirectly against the A|E CONSULTANT on the basis of professional negligence, breach of contract or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed 5% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of the A|E CONSULTANT for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that the OWNER would have

incurred if the Covered Change Order work had been included originally in the Contract Documents without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Drawings, Specifications and other design documents furnished by the A|E CONSULTANT or in the A|E CONSULTANT's other professional services related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, the A|E CONSULTANT is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order.

- Y. Dispute Resolution: The OWNER agrees that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for nonbinding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. Any party hereto may initiate mediation within the time allowed for filing per State law and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to a court of competent jurisdiction.



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**FUND/DEPARTMENT: UCMAN**

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)

**DESCRIPTION**

**REVENUE**

Account Number	Decrease	Increase
594-170-626.041 Service - Fiber Transport Fees	\$	\$ 63,600
594-806-607.180 Fee - Service	\$	\$ 18,600
	\$	\$
	\$	\$
<b>Total</b>	\$	\$ 82,200

**EXPENDITURE**

Account Number	Increase	Decrease
594-228-700.000 Comp Unit Expenses	\$ 20,200	\$
594-228-930.450 Shipping and Mailing	\$ 200	\$
594-228-801.030 Professional Services	\$ 5,000	\$
594-228-920.410 Service Contracts	\$ 2,000	\$
594-228-940.010 Outside Contracted Services	\$ 39,800	\$
594-228-970.400 Property - Computer	\$ 15,000	\$
<b>Total</b>	\$ 82,200	\$

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

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

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

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

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

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

# Proposed 2017 UCMAN Budget

Fund 594

The University Center at Gaylord

2016 UCMAN-Budget Worksheet

REVENUE	Actual 2013	Actual 2014	Actual July-Dec '14	Actual Jan-Jun '15	Total Estimate 12 Months	2015 Budget	2016 Budget
Fiber Transport Fees	27,373	121,065	60,909	62,135	123,045	53,450	63,600
Radio Frequency Fees	1,585	21,378	2,130	2,256	4,386	4,000	18,600
OTHER INCOME		150		150			
Interest							
<b>TOTAL INCOME</b>	<b>28,958</b>	<b>122,605</b>	<b>63,039</b>	<b>64,541</b>	<b>127,431</b>	<b>57,450</b>	<b>82,200</b>
<b>EXPENSES</b>							
Administrative Fees	5,000	5,000	2,500	2,500	5,000	5,000	5,000
Permits	250	250	250		250	250	2,000
Contracted					0		
fixed cost to GLM			41,060	14,725	55,785	30,000	34,800
Repairs & Improvements	2,500	2,500	18,344	3,761	22,105	5,000	5,000
Equipment	3,920	4,000	309	196	505	2,000	
Supplies					20		
Infrastructure build out					0		
Postage	1,321	1,000	98		98	200	200
Legal					0		
Miscellaneous	1,000	1,000	6,150	6,150	12,300		
Depreciation					0		
<b>TOTAL EXPENSES</b>	<b>11,771</b>	<b>102,250</b>	<b>63,711</b>	<b>27,332</b>	<b>71,045</b>	<b>42,450</b>	<b>47,000</b>
<b>NET INCOME BEFORE CAPITAL TRANSACTIONS</b>	<b>17,187</b>	<b>20,355</b>	<b>-672</b>	<b>37,210</b>	<b>56,386</b>	<b>15,000</b>	<b>35,200</b>
Capital Fund					0		
Maintenance Reserve					0	5,000	5,000
<b>TOTAL RESERVE</b>					0	<b>10,000</b>	<b>10,000</b>
<b>TOTAL EXPENSES &amp; RESERVE</b>	<b>11,771</b>	<b>102,250</b>	<b>63,711</b>	<b>27,332</b>	<b>71,045</b>	<b>57,450</b>	<b>62,000</b>
<b>TOTAL OVER/UNDER REVENUE</b>	<b>17,187</b>	<b>20,355</b>	<b>-672</b>	<b>37,210</b>	<b>56,386</b>		<b>20,200</b>

\* We are proposing to use the same figures for the 2017 Budget that were used in 2014.



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**FUND/DEPARTMENT:** Advertising - I75 Sign Fund

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

**Fund Type:**  General  Special Revenue  Debt Service  Capital Project  Business-Type (Enterprise or Internal Svc)

**DESCRIPTION** To enter the 2017 budget for the Sign Fund

**REVENUE**

Account Number	Decrease	Increase
593-406-626.040 Advertising Sales	\$	\$ 3,000
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
593-806-930.500 Travel	\$ 200	\$
593-806-920.410 Permit Fees	\$ 500	\$
593-806-801.020 Professional Svcs	\$ 800	\$
593-806-930.620 Electricity	\$ 1,500	\$
	\$	\$
	\$	\$
<b>Total</b>	\$ 3,000	\$ 3,000

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

2/14/17

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

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

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