

June 27, 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 Ken Glasser, followed by the Pledge of Allegiance led by Thomas Burt.

Roll Call:

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

Excused: Julie Powers, Bruce Brown.

Consent Agenda:

Motion by Commissioner Paul Liss, seconded by Commissioner Doug Johnson, to approve the Regular Minutes of June 13, 2017 with attachments. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, seconded by Commissioner Doug Johnson, to approve OCR 17-11, Mortgage Discharge for Keith and Renee Snyder.

Roll Call Vote:

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

Nays: None.

Excused: Julie Powers, Bruce Brown

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Paul Liss, seconded by Commissioner Doug Johnson, to approve OCR 17-12, Mortgage Discharge for Kristin Trimble Ulery.

Roll Call Vote:

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

Nays: None.

Excused: Julie Powers, Bruce Brown

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Paul Liss, seconded by Commissioner Doug Johnson, to remove Francis Nowak and replace her with Jan Norton, as the Chester Township representative to the Otsego County Planning Commission to a term ending December 31, 2017. Ayes: Unanimous. Motion carried.

Committee Reports:

Motion by Commissioner Paul Beachnau, seconded by Commissioner Ken Glasser, to approve the agreement with C2AE as presented, along with any associated budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Paul Beachnau, seconded by Commissioner Rob Pallarito, to make the following changes to the Land Use Services fees under the Otsego County Fee Schedule:

- Door Installation Building Permit: Waive for door installation with no structural changes.
- Residential Building Demolition Permit: Set the fee at \$135.00
- Zoning Camping Permit: Set the fee at \$35.00
- Zoning Fence Permit: Set the fee at \$35.00
- Accessory Buildings less than 200 sq. ft. Zoning Permit: Set the fee at \$35.00
- Farm Animal Zoning Permit: Set the fee at \$35.00

Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Beachnau, seconded by Commissioner Ken Glasser, to award bid 17-08 for the tennis court project to Rieth Riley in the amount of \$268,276.50 contingent upon the Natural Resources Trust Fund Grant being awarded by the State, and upon an agreement being entered into with the Otsego County Sportsplex for providing matching funds. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Beachnau, seconded by Commissioner Doug Johnson, to adopt Resolution OCR 17-14 EMS Millage.

Roll Call Vote:

Ayes: Paul Beachnau, Duane Switalski, Rob Pallarito, Doug Johnson, Ken Borton.

Nays: Paul Liss, Ken Glasser.

Excused: Julie Powers, Bruce Brown.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Paul Beachnau, seconded by Commissioner Paul Liss, to cost-share the purchase of BSA financial software for the Village of Vanderbilt, with the County paying \$2,605 and the Village paying \$500. Ayes: Paul Beachnau, Paul Liss, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton. Nays: Duane Switalski. Excused: Julie Powers, Bruce Brown. Motion carried.

Administrator's Report:

John Burt reported the Cannon is painted; Housing Department has applied for a demolition grant; Ironbelle Trail meeting held, discussed the next process; Library final design almost complete, end of August first of September put it out for bid; Pontrosenia Park, have the survey for what portion the Parks and Recreation will be taking over.

Special Presentations:

Marc Miller reported on the DNR; 12,000 miles of trails; rivers and lakes, camping; recreation; 4.6 million acres of land.

Lisa McComb reported on the random acts of music in downtown Gaylord; July 6-8, 2017 30 musicians performing in various downtown businesses; Gaylord Area Council for the Arts, headwaters music festival at the Otsego Club, August 26, 2017 4:00-7:00 6 local musicians; Land Use Study, citizens can complete a survey on the website.

Department Head Report:

Brendan Curran reported on the Prosecutor's Office, 667 new cases this year compared to 878 new cases last year; Personnel changes, new victim advocate hired, replaced part time clerical.

City Liaison, Township and Village Representative:

Michelle Noirot reported on the Bagley Township meeting, final bids are expected 6-29-17 on Kassuba Road.

Correspondence:

May 2017 Financial Reports.

New Business:

Motion by Commissioner Rob Pallarito, seconded by Commissioner Duane Switalski, to approve the June 20, 2017 Warrant in the amount of \$130,732.51. Ayes: Unanimous. Motion carried.

Motion by Commissioner Ken Glasser, seconded by Commissioner Doug Johnson, to approve the June 27, 2017 Warrant in the amount of \$318,431.84. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, seconded by Commissioner Ken Glasser, to adopt resolution OCR 17-13, recognizing John Burt.

Roll Call Vote:

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

Nays: None.

Excused: Julie Powers, Bruce Brown

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Paul Liss, seconded by Commissioner Duane Switalski, to offer a one-time incentive of \$5,000 to all County employees that are eligible to retire who give their official notice to retire by September 1, 2017, and retire by November 1, 2017. The incentive would be paid at the time of their last pay check and would be subject to all payroll taxes.

Ayes: Unanimous. Motion carried.

Public Comment:

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Rob Pallarito congratulated Matt Barresi regarding the Air Show; Joint land use study; attended the DNR public hearing regarding trails.

Commissioner Ken Glasser attended the Road Commission meeting, abandon Deer Lake Road; all Townships are involved in road projects.

Commissioner Paul Liss reported Vanderbilt is getting a Family Dollar store; Thank John Burt for all of his hard work and wished him well.

Commissioner Paul Beachnau had no report.

Commissioner Duane Switalski had no report.

Commissioner Doug Johnson thanked John Burt and wished him well.

Commissioner Ken Borton thanked John Burt and wished him well.

Meeting adjourned at 10:55 a.m.

Kenneth C. Borton, Chairman

Susan I. DeFeyter, Otsego County Clerk

RESOLUTION NO. OCR 17-11
AUTHORIZING RESOLUTION
OTSEGO COUNTY BOARD OF COMMISSIONERS
June 27, 2017

WHEREAS, the Otsego County Board of Commissioners is the owner of a property located at 109 Brandywine Lane, Gaylord, Michigan 49735 and has a mortgage recorded in the office of the Register of Deeds for Otsego County Michigan, in Liber 1387, Pages 793-806 in the name Keith Snyder and Renee Snyder, husband and wife and

WHEREAS, said Mortgage has been paid in full; now, therefore, be it

RESOLVED, that Otsego County hereby issues a DISCHARGE OF MORTGAGE to, Keith Snyder and Renee Snyder, husband and wife and be it further

RESOLVED, that the Otsego County Administrator, on behalf of the Otsego County Board of Commissioners, be authorized to sign said document.

RESOLUTION NO. OCR 17-12
AUTHORIZING RESOLUTION
OTSEGO COUNTY BOARD OF COMMISSIONERS
June 27, 2017

WHEREAS, the Otsego County Board of Commissioners is the owner of a property located at 1527 Dodge Lake Road, Gaylord, Michigan 49735 and has a mortgage recorded in the office of the Register of Deeds for Otsego County Michigan, in Liber 1083, Pages 55-69 and a Loan Modification in Liber 1094, Pages 368-370 in the name Kristin Trimble Ulery, AKA Kristin T. Ulery, a single woman and

WHEREAS, said Mortgage has been paid in full; now, therefore, be it

RESOLVED, that Otsego County hereby issues a DISCHARGE OF MORTGAGE to, Kristin Trimble Ulery, AKA Kristin T. Ulery a single woman and be it further

RESOLVED, that the Otsego County Administrator, on behalf of the Otsego County Board of Commissioners, be authorized to sign said document.



106 W. Allegan St. Suite 500
Lansing, MI 48933
O: 517.371.1200
www.c2ae.com

June 17, 2017

Mr. John Burt, Otsego County Administrator
Otsego County, Office of Administrator
225 W. Main
Gaylord, Michigan 49735

**Re: Proposal for Professional Services
Boiler Replacement, Alpine Center Building, Gaylord, Michigan**

Dear Mr. Burt,

Thank you for the opportunity to provide professional services and assistance to Otsego County relative to boiler replacements at the Alpine Center building located in Gaylord, Michigan. C2AE is a full-service engineering and architecture firm that has worked on multiple similar projects around the state over the years.

It is understood that C2AE will provide design only services at this point for replacement of the existing boilers at the Alpine Center building. Construction services will be provided as requested by the County.

SCOPE

- Replacement of sixteen (16) existing Hydrotherm natural gas boilers with four (4) new natural gas fired Weil-McLain or similar models providing the same total boiler output as the existing units.
- One site visit during design for consultation with Otsego County on boiler selection, related control system modifications and verification of existing boiler/piping layout including existing natural gas service pressure and flow.
- One technical bid document set including Signed and sealed drawings and technical specifications for issuance to the State of Michigan for Code Review.
- Conduct one design review meeting with the owner at 90% completion prior to issuance of bid documents. This meeting will be conducted via videoconference at the C2AE Gaylord office.
- Consult with Owner/contractor during the course of the work to address any construction issues.
- C2AE anticipates this design project will take four weeks. Construction schedule is estimated at roughly three months.

ASSUMPTIONS

1. The owner will perform construction services and generate front end specifications including a bid form.
2. All fees (Permit fees, local and state code review fees, etc.) and testing services are to be paid by the Owner or contractor and are excluded from this proposal. State plan review fees will be submitted as a reimbursable cost to the owner by C2AE.
3. Temporary heating of the building will not be needed and therefore is not included in the design effort.

4. This proposal is for the boiler replacement at the Alpine building only; this proposal does not include any assessments of other existing HVAC, plumbing systems, or utilities associated with the building.

5. Existing natural gas, water, and electrical utilities are sufficient to support the new boilers and upgrade or change of services is not required.

SCHEDULE

We are ready to start work on this project immediately upon approval from owner. We understand that this project must be completed and the heating system operational prior to the start of the 2017 heating season or approximately September 30th, 2017.

FEE

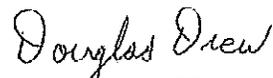
We propose to provide the services, as outlined herein, for the following lump sum fee, covering the duration of the design and construction phase of the project.

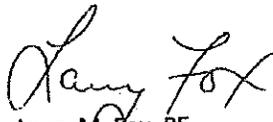
Lump Sum Amount: \$15,900.00

The enclosed proposal provides our scope of services, anticipated schedule, and fees for the Design phase of the project.

If this proposal is acceptable, please sign in the space provided and return one copy to our office. Should you have questions, please do not hesitate to contact us.

Sincerely,
C2AE


Douglas Drew, PE
Professional Engineer


Larry M. Fox, PE
Principal Owner

Accepted by: Mr. John Burt (Otsego County)

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 Otsego County, Gaylord, 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 \$15,900.
- 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. **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.

- U. **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.

- V. 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.
- W. 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.
- X. 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.

RESOLUTION NO. OCR 17-14

A RESOLUTION TO APPROVE THE BALLOT LANGUAGE FOR A
MILLAGE PROPOSITION TO PROVIDE FUNDS
FOR THE OPERATION AND MAINTENANCE OF THE OTSEGO COUNTY
EMERGENCY SERVICES AND RESCUE SYSTEM
AND TO SUBMIT THE PROPOSITION TO THE ELECTORATE
AT A NOVEMBER 7, 2017 SPECIAL ELECTION

OTSEGO COUNTY BOARD OF COMMISSIONERS
June 27, 2017

Recitals

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

WHEREAS, the millage previously approved by the county electors to operate and maintain the Otsego County Emergency Medical Services and Rescue System expires on December 1, 2018; and

WHEREAS, the existing millage has been found to be insufficient to maintain the current level of service; and

WHEREAS, the EMS Board has requested a millage in the amount of 0.78 mills; and

WHEREAS, the Otsego County Budget & Finance Committee recommended approval of the ballot language at their June 21, 2017 regular meeting; and

WHEREAS, the Otsego County Board of Commissioners wishes to submit this millage proposition to the county electors at a special election to be held on November 7, 2017; now

THEREFORE BE IT RESOLVED, that the following proposition, the language of which is hereby approved by the Otsego County Board of Commissioners and certified to the Otsego County Clerk, shall be submitted to the electors of Otsego County for a vote at a November 7, 2017 special election.

BALLOT LANGUAGE

OTSEGO COUNTY

This proposal is for a new millage and will permit the County to levy up to .78/100 of one mill (\$0.78 per \$1,000.00 of taxable valuation) to provide funds for the operations, maintenance, capital improvements, and capital purchases at the Otsego County Emergency Medical Services facility.

Shall the tax limitation imposed under Article IX, Section 6 of the Michigan Constitution on the amount of ad valorem taxes which may be levied by the County of Otsego, State of Michigan, against taxable property in the County be increased by up to 78/100 of one mill (\$0.78 per \$1,000 of taxable value) on the taxable value of such property for a period of six (6) years, 2017 through 2022, inclusive, for the purpose of providing funds for the operations, maintenance, and capital improvements for at the Otsego County Emergency Medical Services facility, and for capital purchases in Gaylord, and shall the Otsego County Board of Commissioners be authorized to levy such millage for these purposes? If approved and levied in its entirety, this millage would raise an estimated \$960,648 for Otsego County in 2017.

Should this millage pass, the previously adopted millage of 0.4 Mil for EMS operations, shall be rescinded.

To the extent required by law, a portion of this millage may be captured by and retained by the City of Gaylord Downtown Development Authority on those properties located within the Gaylord Downtown Development Authority boundary. Properties located outside of the Gaylord Downtown Development Authority boundary are not affected by this provision.

OCR 17-13
Recognition of John M. Burt
Otsego County Board of Commissioners
June 27, 2017

WHEREAS, John M. Burt has chosen June 30, 2017 as his last day serving Otsego County as its County Administrator; and

WHEREAS, in 1993 he married Stacey and together they have a daughter and son; and

WHEREAS, in 1994 John earned his B.S. degree in Geography (Land Use Analysis) from Central Michigan University and in 1996 earned his M.A. degree in Geography (Urban Planning) from Western Michigan University; and

WHEREAS, John began employment with Otsego County on February 13, 2006 serving as our County Administrator and over the past 11+ years has accomplished many feats; and

WHEREAS, John helped oversee many County construction projects which include the new Gaylord Regional Airport Terminal; the new Animal Control facility; and currently the large expansion to the Otsego County Library; plus several major renovations to the County's buildings and structures; the County's Main Street Fountain, Café' area, to name a few; and

WHEREAS, John was the primary contact and chief negotiator for the donation of and funding for the Louis M. Groen Nature Preserve which is a huge asset to our community; plus he worked with several community interest groups and designed the strategy that led to the establishment of the County's first drop-off recycling program and passage of a dedicated millage to support it; and

WHEREAS, John has offered his expertise and leadership over the years serving as liaison on many boards and committees; ICMA, OCEA, Otsego County Building Authority, Gaylord Rotary Club, OMH Foundation Board, Gaylord DDA, again, only naming a few; and

WHEREAS, when John isn't working he enjoys spending time with his wife, Stacey and daughter and son, Anna and Thomas. John is a huge movie buff, he loves Star Wars and all of the action hero movies and games, as a hobby he is currently collecting movies on iTunes; and now, therefore, be it

RESOLVED, that John is remembered by Otsego County colleagues and the public for the giving of his time and talents to make Otsego County a better place to live and work; and be it further

RESOLVED, that the Otsego County Board of Commissioners commend and honor John Burt for his outstanding service to our community, and wish him the best in his new endeavors.