

February 26, 2013

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

Roll call:

Present: Clark Bates, Paul Beachnau, Paul Liss, Richard Sumerix, Doug Johnson, Ken Borton, Bruce Brown.

Excused: Lee Olsen, Erma Backenstose.

Motion by Commissioner Clark Bates, to approve the regular minutes of February 12, 2013 with attachments. Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to approve the Brand Land Surveying 2013 Remonumentation agreement. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the Wade Trim 2013 Remonumentation Agreement. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve 2013 County Representative Remonumentation Agreement. Ayes: Unanimous. Motion carried. (see attached)

Motion to adopt, OCR 13-02 Bus Funding request.

Roll Call Vote:

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

Nays: None.

Excused: Lee Olsen, Erma Backenstose.

Motion carried/Resolution adopted. (see attached)

Motion to approve FY 2013 Budget Amendments. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve FY 2013 Budget Amendments. Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:

John Burt reported on the building renovations on Hayes Road; Land Use Services director interviews.

Department Head Report:
Matt Barresi reported on the Airport.

Committee Reports:

Motion by Commissioner Clark Bates, to approve funding to the Otsego Wildlife Legacy Society for the Gateway to Gaylord project in the amount of \$3,000 with funds to come from the general fund contingency fund, along with the associated budget amendment. Ayes: Unanimous.
Motion carried.

Motion by Commissioner Clark Bates, to award bid 2013-02 to Emmet County pending successful negotiation of a contract by the County Administrator. In the event of failing to mutually agree to a contract with Emmet County, the County Administrator has the authority to negotiate and enter into a contract with American Waste. Ayes: Unanimous. Motion carried.

Roberta Tholl reported on the Road Commission.
Mike Rola reported on the Prosecutor's office.

Correspondence:

Rachel Frisch reported on the January 2013 financials.
John Burt reported on the Planning Commission 2012 annual report.

New Business:

Motion by Commissioner Richard Sumerix, to approve the February 19, 2013 Warrant in the amount of \$411,030.46 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Bruce Brown, to approve the February 26, 2013 Warrant in the amount \$298,961.49 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Beachnau, to adopt Resolution OCR 13-03 Support for DNR purchase of Bryce Tract.

Roll Call Vote:

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

Motion defeated.

Motion by Commissioner Paul Liss, to adopt Resolution OCR 13-04 Support for DNR purchase of Skiba Tract.

Roll Call Vote:

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

Motion defeated.

Public Comment:

Paul Sopsich addressed the Board.

Board Remarks:

Commissioner Clark Bates: Public entrance to the County Building.

Commissioner Doug Johnson: Criminal Justice meeting.

Commissioner Bruce Brown: Ice rink.

Commissioner Richard Sumerix: Consortium.

Vice-Chairman Ken Borton: National Association of County Conference.

Meeting adjourned at 10:55 a.m.

Kenneth C. Borton, Vice- Chairman

Susan I. DeFeyter, Otsego County Clerk

**OTSEGO COUNTY 2013 MONUMENTATION/REMONUMENTATION PROGRAM
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Twenty-Sixth day of February, 2013, 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, 2013.
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 **Thirteen Thousand Six Hundred Fifty Seven and 00/100 dollars (US \$13,657.00)**. The PROJECT shall be defined as the corners completed (corners to be researched, corners to be monumented or remonumented and corners to have coordinates set) without exceeding the maximum amount.
5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when: (a) the Peer Review Group reviews and concurs with the CONTRACTORS Corner Research & Remonumentation according to the County Plan For Otsego County; (b) furnishes an original Land Corner Recordation Form, or forms if appropriate to the County Representative; (c) furnish one complete set of documents for each corner monumented, remonumented, researched or coordinate set to the County Representative to be placed in the permanent file maintained at the Register of Deeds Office; (d) the County Representative certifies to the appropriate County official or officer that (a), (b) and (c) have been completed and that such completed work is in accordance with the grant; (e) that the County will pay the amount owed and due within 30 days of receipt of itemized invoice, approved by the County Representative and by the County Grant

Administrator. These (a)-(d) requirements will be completed 45 days prior to end of the Grant Agreement, ending 12/31/2013.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 15, 2013**. Said statement shall be in accordance with the schedule of fees and charges outlined in this Contract. If the CONTRACTOR fails to meet this deadline, payment may be withheld at the option of the County Grant Administrator. In the event that the CONTRACTOR fails to meet the deadlines specified within this contract by at least fourteen days, there will be a reduction of \$50.00 per day from the Compensation total beginning on day fifteen. The Grant Administrator can extend deadlines at his/her discretion.

Payment for partial completion of contracts shall be allowed at the discretion of the Grant Administrator.

6. Subcontracting. Nothing contained in this contract shall prevent CONTRACTOR from employing such independent professional associates as CONTRACTOR to assist in the performance of services hereunder. The CONTRACTOR is an independent contractor. In such regard, any and all officers, employees, servants and agents of the contractor shall be deemed employees, servants and agents of the CONTRACTOR and not that of the COUNTY.

7. Services to be Provided by CONTRACTOR. In consideration of the compensation to be paid by the COUNTY, CONTRACTOR shall perform the following services:

A. CORNERS TO BE RESEARCHED (21 ea.):

T29N, R3W, Otsego Lake Township and 6 Meander Corners

A-03, A-04, A-05, A-06, A-07

(common with M-03, M-04, M-05, M-06, M-07, T29N, R4W, Hayes Township)

B-03, B-05, B-11, C-06, C-08, C-09, C-10, C-11, C-12

MC-23 (index # 001)

MC-11 (index # 005) (common with MC-02, T28N, R3W, Crawford County)

MC-12 (index # 006) (common with MC-01, T28N, R3W, Crawford County)

MC-13 (index # 007)

MC-15 (index # 009)

MC-16 (index # 010)

T30N, R3W, Bagley Township

C-08 (Corner being revisited. Erroneous position recorded in 1995, Liber 4, Page 144.)

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

T29N, R3W, Otsego Lake Township and 6 Meander Corners

A-03, A-04, A-05, A-06, A-07

(common with M-03, M-04, M-05, M-06, M-07, T29N, R4W, Hayes Township)

B-03, B-05, B-11, C-06, C-08, C-09, C-10, C-11, C-12

MC-23 (index # 001)

MC-11 (index # 005) (common with MC-02, T28N, R3W, Crawford County)

MC-12 (index # 006) (common with MC-01, T28N, R3W, Crawford County)

MC-13 (index # 007)

MC-15 (index # 009)

MC-16 (index # 010)

T30N, R3W, Bagley Township

C-08 (Corner being revisited. Erroneous position recorded in 1995, Liber 4, Page 144.)

C. Project Details. RESEARCH shall consist of a thorough investigation of all available sources and include copies of pertinent supporting documents and data. REMONUMENTATION shall consist of field reconnaissance of existing monumentation and references; any required measurements or calculations; a Land Corner Recordation Certificate; presentation to, and acceptance of, the Otsego County Peer Review Group; placement of an Otsego County Monument provided by the COUNTY, and a record of the date of completion of specific tasks on a form provided by the COUNTY. The COUNTY will record all Land Corner Recordation Certificates after acceptance by the Otsego County Peer Review Group. COORDINATES shall consist of State Plane Coordinates established in accordance with the requirement of the Office of Land Survey and Remonumentation.

This Contract requires that all survey work be performed in accordance with Act 345 of Public Acts 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws, and the County Plan as adopted by the State Survey Commission and to follow any rules set by the State, including Memorandum No. 16. From time to time the Peer Group will outline a specific procedure to recover or replace a Government corner. It is required that these instructions be followed to the best of the Contractor's ability.

8. Indemnification. CONTRACTOR shall indemnify, defend and hold harmless the County its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services by CONTRACTOR under this Agreement or that may be sustained in or upon the County owned or leased premises from any actions or omissions of CONTRACTOR. Such indemnification shall survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities granted by law.
9. Insurance. CONTRACTOR, shall at its sole expense, obtain and maintain in full force and effect at all times during the term of this Agreement, the following insurance coverages, in a form acceptable to the County, with responsible insurance companies licensed and admitted to do business in the State of

Michigan. CONTRACTOR shall provide the COUNTY with proof of insurance prior to commencement of this Agreement.

A. General Liability Insurance. General liability insurance with limits of liability not less than \$1,000,000 per occurrence for the protection of the COUNTY and the State of Michigan against all claims, liabilities, obligations, damages, claims, judgments, costs and expenses, damages, and expenses for bodily injury or death, personal injury and/or damage to property that may arise out of CONTRACTOR's negligent act, error or wrongful conduct incident to or arising out of the services provided under this Agreement, or that may be sustained in or upon the COUNTY premises and the State of Michigan (and its agents and employees) from any actions or omissions of CONTRACTOR (or anyone directly or indirectly employed by it).

B. Motor Vehicle Liability. Motor vehicle liability insurance of \$1,000,000 per occurrence and aggregate, including Michigan no-fault coverages.

C. Each insurance policy shall name the County as an Additional Insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the County.

10. Sufficiency of Performance. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without willful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this Agreement. In the event of CONTRACTOR's failure to timely perform the services under this Agreement, the COUNTY may, upon notice to CONTRACTOR, seek alternative means of obtaining the services.

11. Termination. This Agreement may be terminated prior to the expiration of its term as follows:

A. By mutual written agreement of the parties; or

B. In the event of default or breach of this Agreement by either party, the other party may terminate this contract immediately.

C. Either party may terminate this Agreement, with or without cause, upon 30 days prior written notice to the party.

12. Effect of Termination. In the event of termination of this Agreement pursuant to Section 11, CONTRACTOR will be entitled to the monies provided herein only through date of termination.

13. Notices. All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the County: John Burt
Otsego County Administrator
225 West Main Street, Suite 203
Gaylord, Michigan 49735

If to: 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 Twenty-Sixth day of February, 2013, 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: _____
Lee F. Olsen, 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

**OTSEGO COUNTY 2013 MONUMENTATION/REMONUMENTATION PROGRAM
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Twenty-Sixth day of February, 2013, by and between the County of Otsego, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter COUNTY, and Wade Trim, Inc., located at 271 W. McCoy Road, Gaylord, Michigan, hereafter CONTRACTOR.

2. Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on the date first above written, and continue until December 31, 2013.

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 **Thirteen Thousand Six Hundred Fifty Seven and 00/100 dollars (US \$13,657.00)**. The PROJECT shall be defined as the corners completed (corners to be researched, corners to be monumented or remonumented and corners to have coordinates set) without exceeding the maximum amount.

5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when: (a) the Peer Review Group reviews and concurs with the CONTRACTORS Corner Research & Remonumentation according to the Monumentation and Remonumentation Plan For Otsego County; (b) furnishes an original Land Corner Recordation Form, or forms if appropriate to the County Representative; (c) furnish one complete set of documents for each corner monumented, remonumented, researched or coordinate set to the County Representative to be placed in the permanent file maintained at the Register of Deeds Office; (d) the County Representative certifies to the appropriate County official or officer that (a), (b) and (c) have been completed and that such completed work is in accordance with the grant; (e) that the

County will pay the amount owed and due within 30 days of receipt of itemized invoice, approved by the County Representative and by the County Grant Administrator. These (a)-(d) requirements will be completed 45 days prior to end of the Grant Agreement, ending 12/31/2013.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 15, 2013**. Said statement shall be in accordance with the schedule of fees and charges outlined in this Contract. If the CONTRACTOR fails to meet this deadline, payment may be withheld at the option of the County Grant Administrator. In the event that the CONTRACTOR fails to meet the deadlines specified within this contract by at least fourteen days, there will be a reduction of \$50.00 per day from the Compensation total beginning on day fifteen. The Grant Administrator can extend deadlines at his/her discretion.

Payment for partial completion of contracts shall be allowed at the discretion of the Grant Administrator.

6. Subcontracting. Nothing contained in this contract shall prevent CONTRACTOR from employing such independent professional associates as CONTRACTOR to assist in the performance of services hereunder. The CONTRACTOR is an independent contractor. In such regard, any and all officers, employees, servants and agents of the contractor shall be deemed employees, servants and agents of the CONTRACTOR and not that of the COUNTY.

7. Services to be Provided by CONTRACTOR. In consideration of the compensation to be paid by the COUNTY, CONTRACTOR shall perform the following services:

A. CORNERS TO BE RESEARCHED (20 ea.):

T29N, R3W, Otsego Lake Township 20 Corners and 2 Meander Corners
D-11, E-06, E-07, E-08, E-09, E-10, E-11, E-12, F-07, F-09, F-11
G-06, G-07, G-08, G-09, G-12, I-11, I-12
MC-14 (index # 008)
MC-26 (index # 002)

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

T29N, R3W, Otsego Lake Township 20 Corners and 2 Meander Corners
D-11, E-06, E-07, E-08, E-09, E-10, E-11, E-12, F-07, F-09, F-11
G-06, G-07, G-08, G-09, G-12, I-11, I-12
MC-14 (index # 008)
MC-26 (index # 002)

C. Project Details. RESEARCH shall consist of a thorough investigation of all available sources and include copies of pertinent supporting documents and data. REMONUMENTATION shall consist of field reconnaissance of existing monumentation and references; any required measurements or calculations; a Land Corner Recordation Certificate; presentation to, and acceptance of, the Otsego County Peer Review Group; placement of an Otsego County Monument provided by the COUNTY, and a record of the date of completion of specific tasks on a form provided by the COUNTY. The COUNTY will record all Land Corner Recordation Certificates after acceptance by the Otsego County Peer Review Group. COORDINATES shall consist of State Plane Coordinates established in accordance with the requirement of the Office of Land Survey and Remonumentation.

This Contract requires that all survey work be performed in accordance with Act 345 of Public Acts 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws, and the County Plan as adopted by the State Survey Commission and to follow any rules set by the State, including Memorandum No. 16 From time to time the Peer Group will outline a specific procedure to recover or replace a Government corner. It is required that these instructions be followed to the best of the Contractor's ability.

8. Indemnification. CONTRACTOR shall indemnify, defend and hold harmless the County its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services by CONTRACTOR under this Agreement or that may be sustained in or upon the County owned or leased premises from any actions or omissions of CONTRACTOR. Such indemnification shall survive the termination of this Agreement. By entering this Agreement, neither party waives any Immunities granted by law.
9. Insurance. CONTRACTOR, shall at its sole expense, obtain and maintain in full force and effect at all times during the term of this Agreement, the following insurance coverages, in a form acceptable to the County, with responsible insurance companies licensed and admitted to do business in the State of Michigan. CONTRACTOR shall provide the COUNTY with proof of insurance prior to commencement of this Agreement.

A. General Liability Insurance. General liability insurance with limits of liability not less than \$1,000,000 per occurrence for the protection of the COUNTY and the State of Michigan against all claims, liabilities, obligations, damages, claims, judgments, costs and expenses, damages, and expenses for bodily injury or death, personal injury and/or damage to property that may arise out of CONTRACTOR's negligent act, error or wrongful conduct incident to or arising out of the services provided under this Agreement, or that may be sustained in or upon the COUNTY premises and the State of Michigan (and its agents and employees) from any actions or omissions of CONTRACTOR (or anyone directly or indirectly employed by it).

B. Motor Vehicle Liability. Motor vehicle liability insurance of \$1,000,000 per occurrence and aggregate, including, Michigan no-fault coverages.

C. Each insurance policy shall name the County as an Additional Insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the County.

10. Sufficiency of Performance. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without willful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this Agreement. In the event of CONTRACTOR's failure to timely perform the services under this Agreement, the COUNTY may, upon notice to CONTRACTOR, seek alternative means of obtaining the services.

11. Termination. This Agreement may be terminated prior to the expiration of its term as follows:

A. By mutual written agreement of the parties; or

B. In the event of default or breach of this Agreement by either party, the other party may terminate this contract immediately.

C. Either party may terminate this Agreement, with or without cause, upon 30 days prior written notice to the party.

12. Effect of Termination. In the event of termination of this Agreement pursuant to Section 11, CONTRACTOR will be entitled to the monies provided herein only through date of termination.

13. Notices. All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the County: John Burt
 Otsego County Administrator
 225 West Main Street, Suite 203
 Gaylord, Michigan 49735

If to Wade Trim: Brian Sousa, P.S.
 Vice-President
 271 W. McCoy Road
 PO Box 618
 Gaylord, Michigan 49734

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

AGREED to this Twenty-Sixth day of February, 2013, 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: _____
Lee F. Olsen, Chair
Otsego County Commissioner

By: _____
Brian Sousa, P.S.
Vice-President

Approved as to Form

Approved as to Form

By: _____
John M. Burt,
Otsego County Administrator

By: _____
Marlene K. Hopp,
Otsego County Grant Administrator

**OTSEGO COUNTY 2013 MONUMENTATION/REMONUMENTATION PROGRAM
AGREEMENT FOR COUNTY REPRESENTATIVE SERVICES**

1. Parties. This agreement made this Twenty-Sixth day of February, 2013, 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, 2013, and continue until December 31, 2013.

3. Definitions.
 - A. County Grant Administrator. Means a person appointed by the Otsego County Board of Commissioners as the individual responsible for completing and submitting the annual Application for a survey and Monumentation Grant to the State of Michigan, and the administering of the approved annual grant.

 - B. County Representative. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws

 - C. County Surveyor. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws.

 - D. Peer Group. Means not less than three non-associated surveyors appointed by the County Representative. One member of the Peer Group shall be the County Representative, who shall act as chair.

4. Compensation. The CONTRACTOR shall perform all work for the PROJECT for the total amount not to exceed **Two Thousand Two Hundred Fifty Eight and 00/100 dollars (US \$2,258.00)**. The PROJECT shall be defined as completion of all duties listed in Section 7, Services to be Provided by CONTRACTOR.

5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when the required work listed in Section 7, Services to be Provided by CONTRACTOR, is completed by the CONTRACTOR.

If the CONTRACTOR fails to meet the deadlines contained within this contract, payment may be withheld at the option of the County Grant Administrator. In the event that the CONTRACTOR fails to meet the deadlines specified within this contract by at least fourteen days, there will be a reduction of \$50.00 per day from the Compensation total beginning on day fifteen.

Payment for partial completion of contracts shall be allowed at the discretion of the Grant Administrator. Requests for payment for partial completion of contract will not be routinely approved in order to encourage timely performance of the contract.

6. Subcontracting. Nothing contained in this contract shall prevent CONTRACTOR from employing such independent professional associates as CONTRACTOR to assist in the performance of services hereunder. The CONTRACTOR is an independent contractor. In such regard, any and all officers, employees, servants and agents of the contractor shall be deemed employees, servants and agents of the CONTRACTOR and not that of the COUNTY.

7. Services to be Provided by CONTRACTOR. In consideration of the compensation to be paid by the COUNTY, CONTRACTOR shall perform the following services:
 - A. Establishing, scheduling meetings of, and chairing a Peer Group which will meet and act as advisors for ratification of corner locations. These meetings shall be in compliance with the Open Meetings Act. Peer Group meetings shall be scheduled as to allow for all assigned Remonumentation corners, other than corners tabled until the following grant cycle, to be reviewed and ratified by October 1, 2013.

 - B. Evaluation of all completed Land Corner Recordation Certificate(s). Such work to be completed by October 30, 2013.

 - C. Creating and maintaining a filing system for each corner, which contains all survey information compiled.

 - D. Submitting documentation to the County Grant Administrator as required for the annual Application for Monumentation Grant which includes, but is not limited to the following:
 1. A general work-progress report for all current awarded contracts, by October 1, 2013.

 2. For the current-year projects, a description of the work area completed, and the work remaining to be completed. Such completion report will be completed by November 15, 2013.

 3. The Work Program for the following year. Such Work Program will be completed by November 30, 2013. 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 Twenty-Sixth day of February, 2013, 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

OCR 13-02
INTENT TO APPLY FOR FINANCIAL ASSISTANCE FOR FISCAL YEAR 2014
UNDER ACT 51 OF THE PUBLIC ACTS OF 1951, AS AMENDED.

Otsego County Board of Commissioners
February 26th, 2013

WHEREAS, Pursuant to Act 51 of the Public Acts of 1951, as amended (Act 51), it is necessary for **OTSEGO COUNTY BUS SYSTEM (OTSEGO COUNTY)**, (hereby known as **THE APPLICANT**) established under Act 94, to provide a local transportation program for the state fiscal year of 2014 and, therefore, apply for state financial assistance under provisions of Act 51; and

WHEREAS, it is necessary for **THE APPLICANT** to name an official representative for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation Commission or department for its administration of Act 51; and

WHEREAS, It is necessary to certify that no changes in eligibility documentation have occurred during the past State fiscal year; and (State Operating Assistance Program only)

WHEREAS, the performance indicators for this agency have been reviewed and approved by **THE APPLICANT**; and (State Operating Assistance Program only)

WHEREAS, **THE APPLICANT**, has reviewed and approved the proposed balanced (surplus) budget, and funding sources of estimated federal funds \$278,400.00, estimated state funds \$669,726.00, estimated local funds \$300,000.00, estimated farebox \$130,000.00, estimated other funds \$ 356,617.00 with total estimated expenses of \$1,740,00.00 , now, therefore, be it

RESOLVED, that **THE APPLICANT** hereby makes its intentions known to provide public transportation services and to apply for state financial assistance with this annual plan, in accordance with Act 51, and be it further

RESOLVED, that the Otsego County Board of Commissioners hereby appoints Theron D. Higgins as the Transportation Coordinator, for all public transportation matters, who is authorized to provide such information as deemed necessary by the State Transportation commission or department for its administration of Act 51 for FY2014.

01/21/2013

REVENUE AND EXPENDITURE REPORT FOR OTSEGO COUNTY
PERIOD ENDING 12/31/2012

GL NUMBER	DESCRIPTION	2012			
		AMENDED BUDGET	END BALANCE 12/31/2012	AVAILABLE BALANCE	PROPOSED AMENDMENT
Fund 101 - GENERAL FUND					
<i>2012 Budget Amendments - General Fd.</i>					
Dept 215-COUNTY CLERK/ROD					
101-215-703.030	REGULAR - HOURLY	89,062.00	89,907.55	(845.55)	846.00
101-215-704.110	HOSPITALIZATION	26,434.00	24,211.92	2,222.08	(846.00)
Dept 257-EQUALIZATION					
101-257-703.030	REGULAR - HOURLY	81,702.00	82,293.26	(591.26)	592.00
101-257-704.300	RETIREMENT CONTRIBUTIC	23,743.00	25,005.95	(1,262.95)	1,263.00
101-257-704.110	HOSPITALIZATION	23,243.00	21,993.45	1,249.55	(1,249.00)
101-257-704.140	LIFE AND DISABILITY	2089.00	1737.37	351.63	(351.00)
101-257-704.400	EDUCATION AND TRAINING	1,200.00	844.40	355.60	(255.00)
Dept 261-COOPERATIVE EXTENSION					
101-261-703.060	PART-TIME/TEMPORARY	14,706.00	14,762.17	(56.17)	57.00
101-261-704.200	SOCIAL SEC CONTRIBUTION	1,125.00	1,129.31	(4.31)	5.00
101-261-704.600	WORKERS COMPENSATION	49.00	49.89	(0.89)	1.00
101-261-726.000	SUPPLIES - GENERAL	393.00	474.64	(81.64)	82.00
101-261-999.990	CONTINGENCY	34,379.00	0.00	34,379.00	(125.00)
Dept 267-PROSECUTOR					
101-267-704.300	RETIREMENT CONTRIBUTIC	26,137.00	27,578.29	(1,441.29)	1,442.00
101-267-703.010	DIRECTOR SALARY	92,094.00	89,790.76	2,303.24	(1,442.00)
Dept 301-SHERIFF					
101-301-703.030	REGULAR - HOURLY	260,699.00	270,516.21	(9,817.21)	9,818.00
101-301-704.200	SOCIAL SEC CONTRIBUTION	28,344.00	29,137.87	(793.87)	794.00
101-301-704.300	RETIREMENT CONTRIBUTIC	101,770.00	107,906.40	(6,136.40)	6,137.00
101-301-703.070	OVERTIME	11,284.00	7,798.89	3,485.11	(3,485.00)
101-301-704.800	SICK PAY BUYOUT	6580	2639.03	3940.97	(3,940.00)
101-301-607.170	FEE-NOTORY BOND FILING	1,000.00	2,625.00	1,625.00	(1,625.00)
101-301-476-010	LIQUOR LICENSE FEES	7,500.00	9,214.15	1,714.15	(1,105.00)
101-351-704.110	HOSPITALIZATION	130,463.00	127,047.21	3,415.79	
101-351-703.070	OVERTIME	38,500.00	34,326.85	4,173.15	
101-351-704.800	SICK PAY BUYOUT	4,444.00	2,828.50	1,615.50	
Dept 302-SHERIFF - CIVIL DIVISION					
101-302-703.060	PART-TIME/TEMPORARY	20,954.00	22,086.19	(1,132.19)	1,133.00
101-302-704.600	WORKERS COMP	1,114.00	356.17	757.83	(757.00)
101-302-920.400	REPAIRS AND MAINTENAN	1,100.00	1,004.43	95.57	(95.00)

		2012			
GL NUMBER	DESCRIPTION	AMENDED BUDGET	END BALANCE 12/31/2012	AVAILABLE BALANCE	PROPOSED AMENDMENT
101-302-726.050	MAINTENANCE SUPPLIES	475.00	386.64	88.36	(88.00)
101-302-726.046	UNIFORM SUPPLIES	400.00	358.86	41.14	(41.00)
101-302-726.000	SUPPLIES	705.00	676.72	28.28	(28.00)
101-302-930.450	SHIPPING AND MAILING	370.00	289.81	80.19	(80.00)
101-302-930.600	MEMBERSHIP AND DUES	50.00	0.00	50.00	(44.00)

Dept 334-SECONDARY ROAD PATROL					
101-334-703.030	REGULAR - HOURLY	34,063.00	34,801.08	(738.08)	739.00
101-351-703.070	OVERTIME	38,500.00	34,326.85	4,173.15	

Dept 351-JAIL					
101-351-703.030	REGULAR - HOURLY	396,565.00	399,284.46	(2,719.46)	2,720.00
101-351-703.050	LONGEVITY	850.00	0.00	850.00	(850.00)
101-351-703.070	OVERTIME	38,500.00	34,326.85	4,173.15	

Dept 648-MEDICAL EXAMINER					
101-648-801.020	PROFESSIONAL	35,000.00	37,512.50	(2,512.50)	2,513.00
101-648-930.460	TRANSPORTING	23,000.00	23,278.13	(278.13)	279.00
101-648-930.660	GASOLINE	970.00	1,022.17	(52.17)	53.00
101-648-726.000	SUPPLIES	2,500.00	1,928.82	571.18	(550.00)
101-648-930.210	TELEPHONE	1,240.00	1,136.49	103.51	(100.00)
101-648-930.500	TRAVEL	780.00	0.00	780.00	(780.00)
101-648-930.920	AUTOPSIES	34,000.00	32,692.20	1,307.80	(300.00)
101-648-930.990	CONTINGENCY	24,791.00	0.00	24,791.00	(1,315.00)

9200
(10,615)

Dept 721-PLANNING / ZONING					
101-721-703.010	DIRECTOR SALARY	31,965.00	32,849.17	(884.17)	885.00
101-721-703.040	PER DIEM	5,080.00	3,280.00	1,800.00	(885.00)

01/24/2013

REVENUE AND EXPENDITURE REPORT FOR OTSEGO COUNTY
 PERIOD ENDING 12/31/2012

2012 BUDGET AMENDS - Other Fds.

GL NUMBER	DESCRIPTION	2012			
		AMENDED BUDGET	END BALANCE 12/31/2012	AVAILABLE BALANCE	PROPOSED AMENDMENT
Fund 249 - BUILDING INSPECTION FUND					
249-371-703.010	REG EMP - DEPT DIR/COMM	31,965.00	32,848.51	(883.51)	884.00
249-371-703.030	REGULAR - HOURLY	37,413.00	38,116.71	(703.71)	704.00
249-371-801.027	PROFESSIONAL-PLUMBING IN:	35,120.00	27,040.00	8,080.00	(1,588.00)
Fund 261 - 911 SERVICE FUND					
261-427-703.030	REGULAR - HOURLY	193,108.00	196,779.21	(3,671.21)	3,672.00
261-427-704.200	SOCIAL SEC CONTRIBUTIONS	16,180.00	17,692.42	(1,512.42)	1,513.00
261-427-703.010	REG EMP - DEPT DIR/COMM	28,355.00	24,345.07	4,009.93	(4,009.00)
261-427-703.050	LONGEVITY	340.00	0.00	340.00	(340.00)
261-427-704.110	HOSPITALIZATION	59,339.00	58,920.62	418.38	(418.00)
261-427-704.400	EDUCATION AND TRAINING	4,763.00	3,886.58	876.42	(418.00)
Fund 516 - DELINQUENT TAX REVOLVING					
516-253-703.030	REGULAR - HOURLY	22,108.00	23,810.45	(1,702.45)	1,703.00
516-253-920.410	SERVICE CONTRACTS	89,000.00	86,447.60	2,552.40	(1,703.00)
Fund 617 - TAX FORECLOSURE FUND					
617-253-703.030	REGULAR - HOURLY	22,108.00	24,016.15	(1,908.15)	1,909.00
617-253-930.300	ADVERTISING	3,800.00	1,825.99	1,974.01	(1,909.00)



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: 101-131

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

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

REVENUE *2012-COURTS*

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101 - 131 - 703.020 (Salaried)	\$	\$ 3,650.00
101 - 131 - 703.030 (Hourly)	\$ 2,750.00	\$
101 - 131 - 703.060 (Part-Time)	\$ 900.00	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$ 3,650.00	\$ 3,650.00

Department Head Signature 12/31/2012
Date

Finance Department	
Entered:	
By:	

Administrator's Signature _____
Date

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



OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: Parks and Rec

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

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

REVENUE final 2012 amendment to adjust for year-end payroll

Account Number	Decrease	Increase
208-050-400.001 Budgeted Use of Fund Balance	\$	\$1,700
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
208-752-703.030 Hourly Wages	\$1,200	\$
208-752-726.000 Supplies	\$500	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$1,700	\$1,700

Department Head Signature _____

Date _____

Finance Department
Entered: _____
By: _____

Administrator's Signature _____

Date _____

2/29/13

Board Approval Date (if necessary) _____

Budget Adjustment # _____

Posting Number _____



**OTSEGO COUNTY
BUDGET AMENDMENT**

Page 1 of 2

FUND/DEPARTMENT:various

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

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

REVENUE *Cross Street / ATT Building Renovations - 2013*

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
499-901-970.300CROSS DQTX Property Impvs	\$17,000	\$
499-901-970.000CROSS CMH Property Impvs	\$179,000	\$
499-901-970.300ATT BLDGDPT Property Impvs	\$70,000	\$
499-901-970.300ATT DQTX Property Impvs	\$51,000	\$
499-901-970.300ATT RES\$ Property Impvs	\$17,610	\$
- -	\$	\$
Total	\$	\$

Department Head Signature _____ Date _____

Finance Department	
Entered:	
By:	

Administrator's Signature _____ Date _____

2/29/13

Board Approval Date (if necessary)

Budget Adjustment # .

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

p. 1 of 3

FUND/DEPARTMENT: Groen Nature Preserve Operating 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)

REVENUE To enter finalized Groen Operating Fund Budget for 2013

Account Number	Decrease	Increase
209-050-674.000 Contributions	\$	\$26,896
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
209-751-703.070 Overtime	\$1,000	\$
209-751-704.600 Workers Compensation	\$	\$784
209-751-726.000 Supples	\$2,500	\$
209-751-726.000PKS Supplies-Parks	\$5,000	\$
209-751-726.025 Supplies-Janitorial	\$1,000	\$
209-751-726.046 Supplies-Uniform	\$500	\$
Total	\$	\$

Department Head Signature _____ Date _____

Administrator's Signature _____ Date _____

Finance Department
Entered:
By:

Board Approval Date (if necessary) _____

Budget Adjustment # _____

Posting Number _____



**OTSEGO COUNTY
BUDGET AMENDMENT**

Page 1

FUND/DEPARTMENT: 215-141/101-131

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

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

REVENUE *FOC part-time employee - County-funded portion.*

Account Number	Decrease	Increase
215 - 050 - 699.030 (Transfer In)	\$	\$ 5,637.00
- - -	\$	\$
- - -	\$	\$
- - -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101 - 968 - 999.000 (Transfer Out)	\$ 5,637.00	\$
101 - 131 - 703.030 (Regular Hourly)	\$	\$ 5,089.00
101 - 131 - 704.200 (Social Sec)	\$	\$ 389.00
101 - 131 - 704.500 (Unemployment)	\$	\$ 144.00
101 - 131 - 704.600 (Workers Comp)	\$	\$ 16.00
215 - 141 - 703.060 (Part-time)	\$ 5,089.00	\$
Total	\$	\$

See page 2.

Department Head Signature

Date

Finance Department
Entered:
By:

Administrator's Signature

Date

Board Approval Date (If necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: 215-141/101-131

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

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

REVENUE

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
215 - 141 - 704.200 (Social Sec)	\$ 389.00	\$
215 - 141 - 704.500 (Unemployment)	\$ 144.00	\$
215 - 141 - 704.600 (Workers Comp)	\$ 15.00	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$ 11,274.00	\$ 11,274.00

Tracy G. Cruz
Department Head Signature

02/05/13
Date

Finance Department	
Entered:	
By:	

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

OCR 13-03
Support for DNR MNRTF Projects – Bryce Estate

Otsego County Board of Commissioners
February 26, 2013

WHEREAS, Otsego County supports the Department of Natural Resources' (DNR) submission of an application titled, "Bryce Estate" to the Michigan Natural Resources Trust Fund for acquisition of 80 acre inholding at Pigeon River Country State Forest; and,

WHEREAS, the location of the proposed project is within the jurisdiction of Otsego County, Charlton Township and,

WHEREAS, with this resolution of support it is acknowledged that Otsego County *is* not committing to any obligations; financial or otherwise; now therefore, be it

RESOLVED that Otsego County hereby supports submission of a Michigan Natural Resources Trust Fund Application for Bryce Estate acquisition, by the DNR.

OCR 13-04
Support for DNR MNRTF Projects – Skiba Tract

Otsego County Board of Commissioners
February 26, 2013

WHEREAS, Otsego County supports the Department of Natural Resources' (DNR) submission of an application titled, "Skiba Tract" to the Michigan Natural Resources Trust Fund for acquisition of 161 acre inholding at Pigeon River Country State Forest; and,

WHEREAS, the location of the proposed project is within the jurisdiction of Otsego County, Corwith Township and,

WHEREAS, with this resolution of support it is acknowledged that Otsego County *is* not committing to any obligations; financial or otherwise; now therefore, be it

RESOLVED that Otsego County hereby supports submission of a Michigan Natural Resources Trust Fund Application for Skiba acquisition, by the DNR.