

March 27, 2014

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 9:32 a.m. by Vice-Chairman Ken Borton. Invocation by Vice-Chairman Ken Borton, followed by the Pledge of Allegiance led by Commissioner Doug Johnson.

Roll call:

Present: Tammy LaBouef, Paul Liss, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton.

Excused: Lee Olsen.

Commissioner Paul Beachnau and Bruce Brown arrived at 9:35.

Prosecutor Mike Rola introduced the new Assistant Prosecutor Anthony Putz.

Jeff Ratcliff introduced the new Economic Alliance Director Lisa McComb.

Motion by Commissioner Paul Liss, to approve the regular minutes of March 11, 2014 with attachments. Motion by Commissioner Erma Backenstose to correct the minutes to read Jack Thompson reported on the University Center. Ayes: Unanimous. Motion carried as amended.

Consent Agenda:

Motion to approve the appointment of Donald Matz to the Airport Advisory Committee with the term to expire December 31, 2014. Ayes: Unanimous. Motion carried.

Motion to approve the 2013 end of Year Budget Amendments. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve FY 2014 Capital Project Budget Amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve FY 2014 Drug Court Budget Amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion to adopt, OCR 14-09 Fair Housing Resolution.

Roll Call:

Ayes: Tammy LaBouef, Paul Beachnau, Paul Liss, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Excused: Lee Olsen.

Motion carried/Resolution adopted. (see attached)

Motion to adopt, OCR 14-10 Authorizing Resolution to submit MSHDA'S HRF Application.

Roll Call:

Ayes: Tammy LaBouef, Paul Beachnau, Paul Liss, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Excused: Lee Olsen.

Motion carried/Resolution adopted. (see attached)

Motion to approve the agreement for County Representative Services. Ayes: Unanimous.

Motion carried. (see attached)

Motion to approve the agreement for Survey/Remonumentation services with Wade Trim. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the agreement for Survey/Remonumentation services with Brand Land Surveying LLC. Ayes: Unanimous. Motion carried. (see attached)

The Public hearing for the MDNR Trust Fund Grant (Courthouse Plaza Park Project) was opened at 9:38 a.m.

The public hearing for the MDNR Trust Fund Grant (Courthouse Plaza Park Project) was closed at 10:15 a.m.

Committee Reports:

Motion by Commissioner Paul Beachnau, to adopt Resolution OCR 14-11 approving the Michigan Department of Natural Resources Trust Fund Grant Application for the Otsego County Courthouse Plaza Park Project, and to reserve \$100,000 in cash from the delinquent tax revolving fund.

Roll Call Vote:

Ayes: Paul Beachnau, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton, Bruce Brown.

Nays: Tammy LaBouef, Paul Liss.

Excused: Lee Olsen.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Paul Beachnau, to award bid 2014-01 for the Sheriff's patrol vehicle to Gaylord Ford with funds to come out of the Equipment fund(fund 266) Ayes: Unanimous.

Motion carried.

City Liaison, Township and Village Representatives- No reports.

Correspondence: None.

New Business:

Motion by Commissioner Bruce Brown to approve the March 18, 2014 Warrant in the amount of \$247,800.81 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, to approve the March 27, 2014, Warrant in the amount of \$230,272.57 as presented. Ayes: Unanimous. Motion carried.

Public Comment:

Vice-Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Erma Backenstose reported on Streetscape; MAC Conference.

Commissioner Paul Liss had no report.

Commissioner Bruce Brown had no report.

Commissioner Richard Sumerix had no report.

Commissioner Paul Beachnau reported on the City Council meeting.

Commissioner Tammy LaBouef had no report.

Commissioner Doug Johnson reported on the MAC Conference.

Commissioner Ken Borton reported on the MAC Conference.

Meeting adjourned at 10:40 a.m.

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Kenneth Borton, Vice- Chairman

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Susan I. DeFeyter, Otsego County Clerk

PROPOSED YEAR END BUDGET AMENDMEND 2013

GL NUMBER	DESCRIPTION	AVAILABLE BALANCE
<b>Expenditures</b>		
<b>Dept 101-COMMISSIONERS</b>		
101-101-930.500	TRAVEL	<u>(656.56)</u>
<b>Dept 215-COUNTY CLERK/ROD</b>		
101-215-704.110	HOSPITALIZATION	<u>(1,452.62)</u>
<b>Dept 223-EXTERNAL AUDIT</b>		
101-223-801.020	PROFESSIONAL	<u>(1,086.06)</u>
<b>Dept 257-EQUALIZATION</b>		
101-257-704.110	HOSPITALIZATION	<u>(3,319.97)</u>
<b>Dept 267-PROSECUTOR</b>		
101-267-703.020	REGULAR - SALARIED	<u>(5,676.57)</u>
101-267-704.700	PAYMENTS IN LIEU OF INSURANC	<u>(731.19)</u>
Total Dept 267-PROSECUTOR		<u>(6,407.76)</u>
<b>Dept 301-SHERIFF</b>		
101-301-704.700	PAYMENTS IN LIEU OF INSURANC	<u>(2,000.00)</u>
101-301-726.050	REPAIRS AND MAINT SUPLIES	<u>(1,648.16)</u>
Total Dept 301-SHERIFF		<u>(3,648.16)</u>
<b>Dept 302-SHERIFF - CIVIL DIVISION</b>		
101-302-703.060	PART-TIME/TEMPORARY	<u>(2,558.52)</u>

GL NUMBER	DESCRIPTION	AVAILABLE BALANCE
101-101-704.110	HOSPITALIZATION	657.00
101-215-726.000	SUPPLIES - GENERA	1,231.00
101-215-920.410	SERVICE CONTRACT	222.00
101-853-940.110	HOSPITALIZATION	1,087.00
101-851-930.100	INSURANCE AND BO	2,260.00
101-257-704.700	PAYMENTS IN LIEU	1,060.00
101-267-704.110	HOSPITALIZATION	5,677.00
101-267-704.140	LIFE AND DISABILIT	732.00
101-301-703.010	REG EMP - DEPT DI	2,000.00
101-301-703.020	REGULAR - SALARIE	1,649.00
101-851-930.100	INSURANCE AND BO	1,334.00
101-302-704.400	EDUCATON AND TF	104.00

<u>GL NUMBER</u>	<u>DESCRIPTION</u>	<u>AVAILABLE BALANCE</u>
Dept 334-SECONDARY ROAD PATROL		
101-334-703.030	REGULAR - HOURLY	(2,081.29)
101-334-703.070	OVERTIME	(1,334.87)
101-334-930.660	GASOLINE	(1,852.36)
Total Dept 334-SECONDARY ROAD PATROL		<u>(5,268.52)</u>
Dept 351-JAIL		
101-351-704.200	SOCIAL SEC CONTRIBUTIONS	(1,755.99)
101-351-704.300	RETIREMENT CONTRIBUTIONS	(4,273.50)
101-351-704.301	POST EMPLMT HLTH CARE SAVIN	(742.50)
101-351-704.700	PAYMENTS IN LIEU OF INSURANC	(715.08)
Total Dept 351-JAIL		<u>(7,487.07)</u>
Dept 648-MEDICAL EXAMINER		
101-648-930.460	TRANSPORTING	(2,256.00)
101-648-930.920	AUTOPSIES	(744.28)
Total Dept 648-MEDICAL EXAMINER		<u>(3,000.28)</u>
Dept 649-MENTAL HEALTH		
101-649-940.010	OUTSIDE CONTRACTED SERVICES	<u>(23,500.75)</u>
Dept 721-PLANNING / ZONING		
101-721-704.110	HOSPITALIZATION	<u>(1,222.90)</u>

<u>GL NUMBER</u>	<u>DESCRIPTION</u>	<u>AVAILABLE BALANCE</u>
101-302-704.600	WORKERS COMP	759.00
101-302-726.050	REPAIRS AND MAIN	72.00
101-302-930.450	SHIPPING AND MAI	82.00
101-302-930.660	GASOLINE	208.00
101-851-930.100 INSURANCE AND B 5,269.00		
101-351-703.030 REGULAR - HOURLY 7,488.00		
101-851-930.100 INSURANCE AND B 1,580.00		
101-648-801.020 PROFESSIONAL 1,421.00		
101-853-940.110 HOSPITALIZATION 22,819.00		
101-851-930.100 INSURANCE AND B 682.00		
101-721-703.010 REG EMP - DEPT DI 1,223.00		

GL NUMBER	DESCRIPTION	AVAILABLE BALANCE
██		
Expenditures		
Dept 752-RECREATIONAL PROGRAMS		
208-752-703.030	REGULAR - HOURLY	(599.41)
208-752-704.300	RETIREMENT CONTRIBUTIONS	(569.17)
Total Dept 752-RECREATIONAL PROGRAMS		(1,168.58)

██		
Expenditures		
Dept 751-PARKS AND RECREATION		
209-751-703.060	PART-TIME/TEMPORARY	(639.70)

██		
CONTROL		
Expenditures		
Dept 430-ANIMAL CONTROL		
212-430-703.030	REGULAR - HOURLY	(3,061.87)
212-430-704.110	HOSPITALIZATION	(3,892.68)
212-430-704.300	RETIREMENT CONTRIBUTIONS	(511.01)
Dept 901-CAPITAL OUTLAY		
212-901-970.420	PROPERTY - VEHICLES	(889.00)
TOTAL Expenditures		(8,955.13)

GL NUMBER	DESCRIPTION	AVAILABLE BALANCE
208-752-703.060	PART-TIME/TEMPC	722.00
208-752-704.140	LIFE AND DISABILIT	447.00
209-751-726.050	REPAIRS AND MAIN	605.00
209-751-930.210	TELEPHONE	35.00
212-430-930.620	ELECTRICITY	642.00
212-430-930.600	MEMBERSHIPS ANI	125.00
212-430-703.070	OVERTIME	441.00
212-430-704.600	WORKERS COMPEN	677.00
212-430-704.140	LIFE AND DISABILIT	407.00
212-430-704.600	WKRS COMP	508.00
212-430-726.305	SUPPLIES-MEDICAL	455.00
212-430-920.410	SERVICE CONTRACT	424.00
212-430-930.100	INSURANCE AND B	376.00
212-430-930.210	TELEPHONE	210.00
212-430-930.660	GASOLINE	112.00
212-430-930.980	ANIMAL STERILIZAT	1,415.00
212-941-999.990	CONTRIBUTION TO	3,164.00





## OTSEGO COUNTY BUDGET AMENDMENT

**FUND/DEPARTMENT: \_\_\_ Capital Projects/Airport Capital Projects**

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    Additional funds to purchase used SMI snow blower for the airport**

Account Number	Decrease	Increase
481-050-699.030 Transfer in	\$	\$1,000
-                    -	\$	\$
-                    -	\$	\$
-                    -	\$	\$
<b>Total</b>	<b>\$</b>	<b>\$</b>

**EXPENDITURE**

Account Number	Increase	Decrease
499-901-970.300 Property - improvements	\$	\$1,000
499-999-999.000 Transfer out	\$1,000	\$
481-901-970.435 Property – machinery and equipment	\$1,000	\$
-                    -	\$	\$
-                    -	\$	\$
-                    -	\$	\$
<b>Total</b>	<b>\$2,000</b>	<b>\$2,000</b>

Department Head Signature	Date
	3/14/14
Administrator's Signature	Date

March 27, 2014

Board Approval Date (If necessary)	Budget Adjustment #	Posting Number
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<b>Finance Department</b>
Entered:
By:



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**FUND/DEPARTMENT: 101-133**

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**    *Drug Court Budget Amendment*

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
101 - 133 - 940.010 (Outside Contracted)	\$	\$ 3,000.00
101 - 133 - 703.020 (Regular - Salaried)	\$ 3,000.00	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	<b>\$ 3,000.00</b>	<b>\$ 3,000.00</b>

*Stacy A. Cruz*  
\_\_\_\_\_  
Department Head Signature

02/14/14  
Date

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

*[Signature]*  
\_\_\_\_\_  
Administrator's Signature

3/19/14  
Date

3/27/14  
Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

**RESOLUTION NO. OCR 14-09**  
**AUTHORIZING RESOLUTION**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
March 27, 2014

**FAIR HOUSING RESOLUTION**

**WHEREAS**, under the Federal Fair Housing Law, Title VIII of the Civil Rights Act of 1968, it is illegal to deny housing to any person because of race, color, religion, gender, physical or mental disabilities or national origin; and,

**WHEREAS**, under the Michigan Elliott-Larsen Civil Rights Act, PA 453 of 1976, as amended, it is illegal to deny the opportunity to obtain housing to any person because of religion, race, color, national origin, age, sex, height, weight, familial status, or marital status; and

**WHEREAS**, LET IT BE KNOWN TO ALL PERSONS that it is the policy of **Otsego County** to implement mortgage programs to ensure equal opportunity in housing for all persons regardless of religion, race, color, national origin, age, sex, height, weight, familial status, or marital status. Therefore, **Otsego County** does hereby pass the following Resolution:

**BE IT RESOLVED** that in accordance with Executive Order 11063, **Otsego County** shall not discriminate in the sale, rental, leasing, or financing of housing because of religion, race, color, gender, physical or mental disabilities, national origin, age, height, weight, familial status, or marital status; and

**Otsego County** will assist all persons who feel they have been discriminated against because of religion, race, color, gender, physical or mental disabilities, national origin, age, height, weight, familial status, or marital status to seek equity under federal and state laws by providing information to said persons on how to file a complaint with the Michigan Department of Civil Rights; and

**Otsego County** will at a minimum post this policy or the Fair Housing poster or other posters, flyers or other information which will bring to the attention of owners of real estate, developers and builders their respective responsibilities and rights under the Federal Fair Housing Law and Michigan Elliott Larsen Act; and, now, therefore be it

**RESOLVED**, that the opportunity to participate in federal, state and locally funded programs without discrimination because of race, religion, national origin, color, sex, marital status, age or disability is hereby recognized and declared to be a civil right; and be it further

**RESOLVED**, that the Otsego County Board of Commissioners hereby appoints Marlene Hopp, Otsego County Housing Director on November 27<sup>th</sup>, 2012 as the Otsego County Housing Program Fair Housing contact person. Upon any complaints that refer to any discrimination with the Otsego County Housing Program based on the above description Mrs. Hopp will follow the Otsego County Fair Housing Policy, attached.

## **Executive Order 11063**

DATE: 11-20-62

24 -- Housing and Urban Development

Equal opportunity in housing

WHEREAS the granting of Federal assistance for the provision, rehabilitation, or operation of housing and related facilities from which Americans are excluded because of their race, color, creed, or national origin is unfair, unjust, and inconsistent with the public policy of the United States as manifested in its Constitution and laws; and

WHEREAS the Congress in the Housing Act of 1949 has declared that the general welfare and security of the Nation and the health and living standards of its people require the realization as soon as feasible of the goal of a decent home and a suitable living environment for every American family; and

WHEREAS discriminatory policies and practices based upon race, color, creed, or national origin now operate to deny many Americans the benefits of housing financed through Federal assistance and as a consequence prevent such assistance from providing them with an alternative to substandard, unsafe, unsanitary, and overcrowded housing; and

WHEREAS such discriminatory policies and practices result in segregated patterns of housing and necessarily produce other forms of discrimination and segregation which deprive many Americans of equal opportunity in the exercise of their unalienable rights to life, liberty, and the pursuit of happiness; and

WHEREAS the executive branch of the Government, in faithfully executing the laws of the United States which authorize Federal financial assistance, directly or indirectly, for the provision, rehabilitation, and operation of housing and related facilities, is charged with an obligation and duty to assure that those laws are fairly administered and that benefits there under are made available to all Americans without regard to their race, color, creed, or national origin:

NOW, THEREFORE, by virtue of the authority vested in me as President of the United States by the Constitution and laws of the United States, it is ordered as follows:

#### Part I -- Prevention of Discrimination

Section 101. I hereby direct all departments and agencies in the executive branch of the Federal Government, insofar as their functions relate to the provision, rehabilitation, or operation of housing and related facilities, to take all action necessary and appropriate to prevent discrimination because of race, color, creed, or national origin -- \1\  
(FOOTNOTE)

(FOOTNOTE) \1\ Editorial note: Executive Order 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307, revises section 101 to apply to discrimination because of race, color, religion (creed), sex, or national origin.

(a) In the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are --

(i) owned or operated by the Federal Government, or

(ii) provided in whole or in part with the aid of loans, advances, grants, or contributions hereafter agreed to be made by the Federal Government, or

(iii) provided in whole or in part by loans hereafter insured, guaranteed, or otherwise secured by the credit of the Federal Government, or

(iv) provided by the development or the redevelopment of real property purchased, leased, or otherwise obtained from a State or local public agency receiving Federal financial assistance for slum clearance or urban renewal with respect to such real property under a loan or grant contract hereafter entered into; and

(b) in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices relate to loans hereafter insured or guaranteed by the Federal Government.

Sec. 102. I hereby direct the Department of Housing and Urban Development and all other executive departments and agencies to use their good offices and to take other appropriate action permitted by law, including the institution of appropriate litigation, if required, to promote the abandonment of discriminatory practices with respect to residential property and related facilities heretofore provided with Federal financial assistance of the types referred to in Section 101(a)(ii), (iii), and (iv).

[Sec. 102 amended by EO 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307]

## Part II -- Implementation by Departments and Agencies

Sec. 201. Each executive department and agency subject to this order is directed to submit to the President's Committee on Equal Opportunity in Housing established pursuant to Part IV of this order (hereinafter sometimes referred to as the Committee), within thirty days from the date of this order, a report outlining all current programs administered by it which are affected by this order.

Sec. 202. Each such department and agency shall be primarily responsible for obtaining compliance with the purposes of this order as the order applies to programs administered by it; and is directed to cooperate with the Committee, to furnish it, in accordance with law, such information and assistance as it may request in the performance of its functions, and to report to it at such intervals as the Committee may require.

Sec. 203. Each such department and agency shall, within thirty days from the date of this order, issue such rules and regulations, adopt such procedures and policies, and make such exemptions and exceptions as may be consistent with law and necessary or appropriate to effectuate the purposes of this order. Each such department and agency shall consult with the Committee in order to achieve such consistency and uniformity as may be feasible.

## Part III -- Enforcement

Sec. 301. The Committee, any subcommittee thereof, and any officer or employee designated by any executive department or agency subject to this order may hold such hearings, public or private, as the Committee, department, or agency may deem advisable for compliance, enforcement, or educational purposes.

Sec. 302. If any executive department or agency subject to this order concludes that any person or firm (including but not limited to any individual, partnership, association, trust, or corporation) or any State or local public agency has violated any rule, regulation, or procedure issued or adopted pursuant to this order, or any non-discrimination provision included in any agreement or contract pursuant to any such rule, regulation, or procedure, it shall endeavor to end and remedy such violation by informal means, including conference, conciliation, and persuasion unless similar efforts made by another Federal department or agency have been unsuccessful. In conformity with rules, regulations, procedures, or policies issued or adopted by it pursuant to Section 203 hereof, a department or agency may take such action as may be appropriate under its governing laws, including, but not limited to, the following:

It may --

(a) cancel or terminate in whole or in part any agreement or contract with such person, firm, or State or local public agency providing for a loan, grant, contribution, or other Federal aid, or for the payment of a commission or fee;

(b) refrain from extending any further aid under any program administered by it and affected by this order until it is satisfied that the affected person, firm, or State or local public agency will comply with the rules, regulations, and procedures issued or adopted pursuant to this order, and any nondiscrimination provisions included in any agreement or contract;

(c) refuse to approve a lending institution or any other lender as a beneficiary under any program administered by it which is affected by this order or revoke such approval if previously given.

Sec. 303. In appropriate cases executive departments and agencies shall refer to the Attorney General violations of any rules, regulations, or procedures issued or adopted pursuant to this order, or violations of any nondiscrimination provisions included in any agreement or contract, for such civil or criminal action as he may deem appropriate. The Attorney General is authorized to furnish legal advice concerning this order to the Committee and to any department or agency requesting such advice.

Sec. 304. Any executive department or agency affected by this order may also invoke the sanctions provided in Section 302 where any person or firm, including a lender, has violated the rules, regulations, or procedures issued or adopted pursuant to this order, or the nondiscrimination provisions included in any agreement or contract, with respect to any program affected by this order administered by any other executive department or agency.

Part IV -- Establishment of the President's Committee on Equal Opportunity in Housing [Part IV revoked by EO 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307]

Part V -- Powers and Duties of the President's Committee on Equal Opportunity in Housing Sec. 501. [Revoked]

[Sec. 501 revoked by EO 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307]

Sec. 502. (a) The Committee shall take such steps as it deems necessary and appropriate to promote the coordination of the activities of departments and agencies under this order. In so doing, the Committee shall consider the overall objectives of Federal legislation relating to housing and the right of every individual to participate without discrimination because of race, color, creed, or national origin in the ultimate benefits of the Federal programs subject to this order.  
\1\ (FOOTNOTE)

(FOOTNOTE) \1\ Editorial note: Executive Order 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307, revises section 502 to apply to discrimination because of race, color, religion (creed), sex, or national origin.

(b) The Committee may confer with representatives of any department or agency, State or local public agency, civic, industry, or labor group, or any other group directly or indirectly affected by this order; examine the relevant rules, regulations, procedures, policies, and practices of any department or agency subject to this order and make such recommendations as may be necessary or desirable to achieve the purposes of this order.

(c) The Committee shall encourage educational programs by civic, educational, religious, industry, labor, and other nongovernmental groups to eliminate the basic causes of discrimination in housing and related facilities provided with Federal assistance.

Sec. 503. [Revoked]

[Sec. 503 revoked by EO 12259 of Dec. 31, 1980, 46 FR 1253, 3 CFR, 1980 Comp., p. 307]

Part VI -- Miscellaneous

Sec. 601. As used in this order, the term "departments and agencies" includes any wholly-owned or mixed-ownership Government corporation, and the term "State" includes the District of Columbia, the Commonwealth of Puerto Rico, and the territories of the United States.

Sec. 602. This order shall become effective immediately.

The provisions of Executive Order 11063 of Nov. 20, 1962, appear at 27 FR 11527, 3 CFR, 1959 - 1963 Comp., p. 652, unless otherwise noted.

Content updated June 30, 2002

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U.S. Department of Housing and Urban Development  
451 7th Street S.W., Washington, DC 20410  
Telephone: (202) 708-1112 TTY: (202) 708-1455  
[Find the address of a HUD office near you](#)

**RESOLUTION NO. OCR 14-10**  
**AUTHORIZING RESOLUTION**  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
March 27, 2014

**WHEREAS**, the County of Otsego is interested in the continuing effort to rehabilitate housing conditions for its low income residents; and

**WHEREAS**, the County of Otsego has demonstrated a need for this assistance with data outlined in the application; and

**WHEREAS**, the County of Otsego intends to meet this need by submission of an application to the Michigan State Housing Authority (MSHDA) Housing Resource Fund (HRF) County Allocation Community Development Block Grant and by funds leveraged with MSHDA Property Improvement Program (PIP), and local funds, thus meeting more needs; and

**WHEREAS**, the Otsego County Board of Commissioners accepts the recommendation of the Otsego County Housing Committee to apply for \$175,000; now, therefore, be it

**RESOLVED**, that the Otsego County Administrator, John M. Burt on behalf of the Otsego County Board of Commissioners, be the Authorized Official to sign and submit said MSHDA's HRF Application and Marlene K. Hopp, Director of the Otsego County Housing Committee be the Agency Administrator to prepare the grant and submit other documents as required.

**OTSEGO COUNTY 2014 MONUMENTATION/REMONUMENTATION PROGRAM  
AGREEMENT FOR COUNTY REPRESENTATIVE SERVICES**

1. Parties. This agreement made this Twenty-Seventh day of March, 2014, 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, 2014, and continue until December 31, 2014.
  
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 Three Hundred and 00/100 dollars (US \$2,300.00)**. 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, 2014.
  
  - B. Evaluation of all completed Land Corner Recordation Certificate(s). Such work to be completed by October 30, 2014.
  
  - 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, 2014.
  
    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, 2014.
  
    3. The Work Program for the following year. Such Work Program will be completed by November 30, 2014. 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-Seventh day of March, 2014, 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 2014 MONUMENTATION/REMONUMENTATION PROGRAM  
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Twenty-Seventh day of March, 2014, 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, 2014.
  
3. Definitions.
  - A. County Grant Administrator. Means a person appointed by the Otsego County Board of Commissioners as the individual responsible for completing and submitting the annual Application for a survey and Monumentation Grant to the State of Michigan, and the administering of the approved annual grant.
  
  - B. County Representative. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws.
  
  - C. Peer Group. Means not less than three non-associated surveyors appointed by the County Representative. One member of the Peer Group shall be the County Representative, who shall act as chair.
  
  - D. County Plan. Means the approved Otsego County Remonumentation Plan.
  
4. Compensation. The CONTRACTOR shall perform all work for the PROJECT at the applicable rates indicted on the Professional Fee Schedule attached to and made a part hereof, for the total amount not to exceed **Twenty Two Thousand Thirty Four and 50/100 dollars (US \$22,034.50)**. 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 12/31/2014.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 15, 2014**. 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 (40 total corners):

- T30N, R2W (Chester Township)
  - M10, M11, M12, M13 (4 standard)
- T29N, R2W (Chester Township)
  - M1 (common)
- T30N, R1W (Charlton Township)
  - A10, A11, A12, A13 (4 common)
  - B11, B13, C10, C11, C12, C13, D7, D9, D11, D13 (10 standard)
  - E5, E7, E8, E9, E10, E11, E12, E13, F7, F9, F11, G7, G8, G9, G10, G11 (16 standard)
- T29N, R1W (Charlton Township)
  - A1, B1, C1, D1, E1 (5 common)

B. CORNERS TO BE MONUMENTED (40 total corners):

- T30N, R2W (Chester Township)
  - M10, M11, M12, M13 (4 standard)
- T29N, R2W (Chester Township)
  - M1 (common)
- T30N, R1W (Charlton Township)
  - A10, A11, A12, A13 (4 common)

B11, B13, C10, C11, C12, C13, D7, D9, D11, D13 (10 standard)  
E5, E7, E8, E9, E10, E11, E12, E13, F7, F9, F11, G7, G8, G9, G10, G11 (16  
standard)  
T29N, R1W (Charlton Township)  
A1, B1, C1, D1, E1 (5 common)

Total for Charlton and Chester Townships:  
30 standard corners and 10 common corners. 40 total corners.

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-Seventh day of March, 2014, 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, Chairman  
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 2014 MONUMENTATION/REMONUMENTATION PROGRAM  
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Twenty-Seventh day of March, 2014, 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, 2014.
3. Definitions.
  - A. County Grant Administrator. Means a person appointed by the Otsego County Board of Commissioners as the individual responsible for completing and submitting the annual Application for a survey and Monumentation Grant to the State of Michigan, and the administering of the approved annual grant.
  - B. County Representative. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws.
  - C. Peer Group. Means not less than three non-associated surveyors appointed by the County Representative. One member of the Peer Group shall be the County Representative, who shall act as chair.
  - D. County Plan. Means the approved Otsego County Remonumentation Plan.
4. Compensation. The CONTRACTOR shall perform all work for the PROJECT at the applicable rates indicted on the Professional Fee Schedule attached to and made a part hereof, for the total amount not to exceed **Twenty Two Thousand Thirty Four and 50/100 dollars (US \$22,034.50)**. 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 12/31/2014.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 15, 2014**. 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 (34 total corners):

T31N, R4W (Elmira Township)

H5, H7, J5, J7, J9, J11, K8, K9, K10, K11, K12, L7, L9, L11 (14 standard)

M1 (common)

M2 (standard)

T31N, R3W (Livingston Township)

A1 (common)

A2 (common)

B1 (common)

B5, C2, D5, F3, F5, F7, F9, G2, G4, I2, I8, I11, I12 (13 standard)

T32N, R3W (Corwith Township)

A13 (common)

B13 (standard)

B. CORNERS TO BE MONUMENTED (34 total corners):

T31N, R4W (Elmira Township)

H5, H7, J5, J7, J9, J11, K8, K9, K10, K11, K12, L7, L9, L11 (14 standard)

M1 (common)

M2 (standard)

T31N, R3W (Livingston Township)

A1 (common)

A2 (common)

B1 (common)

B5, C2, D5, F3, F5, F7, F9, G2, G4, I2, I8, I11, I12 (13 standard)

T32N, R3W (Corwith Township)  
A13 (common)  
B13 (standard)

Total for Elmira, Livingston and Corwith Townships:  
29 standard corners and 5 common corners. 34 total corners.

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-Seventh day of March, 2014, 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, Chairman  
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

**RESOLUTION NO. OCR 14-11**  
**The Otsego County Courthouse Plaza Park Project**  
**OTSEGO COUNTY BOARD OF COMMISSIONERS**  
March 27, 2014

**WHEREAS**, Otsego County supports the submission of an application titled, "The Otsego County Courthouse Plaza Park Project" to the Michigan Natural Resources Trust Fund for development of an interactive water feature, enhanced seating, and a natural gas fire pit at the Otsego Courthouse Plaza; and

**WHEREAS**, the proposed application is supported by the Community's 5-Year Approved Parks and Recreation Plan; and

**WHEREAS**, Otsego County has made a financial commitment to the project in the amount of \$100,000 matching funds in cash; now therefore, be it

**RESOLVED**, that Otsego County hereby authorizes submission of a Michigan Natural Resources Trust Fund Application for \$273,000, and further resolves to make its financial obligation amount of \$100,000, along with private commitments of \$25,300 (together 31.45%) for a total project cost of \$398,300, during the 2014-2015 fiscal years.