

April 14, 2015

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

Roll Call:

Present: Julie Powers-Gehman, Paul Beachnau, Lee Olsen, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton.

Excused: Paul Liss, Bruce Brown.

Motion by Commissioner Julie Powers-Gehman, to approve the regular minutes of March 24, 2015 with attachments. Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to approve the reappointment of William Light to the Jury Board with the term ending April 30, 2021. Ayes: Unanimous. Motion carried.

Motion to approve the reappointment of Rosemarie Tyler to the Jury Board with the term ending April 30, 2021. Ayes: Unanimous. Motion carried.

Motion to approve the County Surveyor Contract. Ayes: Unanimous. Motion carried. (see attached)

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

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

Administrator's report:

John Burt reported on the EMS building expansion plan; Soil conservation.

Special Presentations:

Kathryn Burkholder reported on the Consumers Energy Technology update.

Department Head Report:

Bill Kerr reported on the Equalization report.

Motion by Commissioner Erma Backenstose, to accept the 2015 Equalization Report as presented. Ayes: Unanimous. Motion carried.

Committee Report:

Motion by Commissioner Doug Johnson, to approve the Agreement for Use of Property with the City of Gaylord as presented. Ayes: Unanimous. Motion carried. (see attached)

City Liaison, Township and Village Representative:

Bill Wishart report on the City meeting.

Dona Wishart reported on the Otsego County Commission on Aging.

Diann Axford reported on the Treasurer's office.

Matt Muladore reported on the Sheriff's Department.

Correspondence: - None.

New Business:

Motion by Commissioner Paul Beachnau, to approve the March 31, 2015 Warrant in the amount of \$57,289.94. Ayes: Unanimous. Motion carried.

Motion by Commissioner Julie Powers-Gehman, to approve the April 7, 2015 Warrant in the amount of \$94,676.47. Ayes: Unanimous. Motion carried.

Motion by Commissioner Lee Olsen, to approve the April 14, 2015 Warrant in the amount of \$319,207.75. Ayes: Unanimous. Motion carried.

Motion by Commissioner Richard Sumerix, to adopt OCR 15-16 North County Community Mental Health Authority Board as presented.

Roll Call Vote:

Ayes: Julie Powers-Gehman, Paul Beachnau, Lee Olsen, Erma Backenstose, Richard Sumerix, Doug Johnson, Ken Borton.

Nays: None.

Excused: Paul Liss, Bruce Brown.

Motion carried/Resolution adopted. (see attached)

Public Comment:

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Erma Backenstose reported on Otsego Lake Township.

Commissioner Richard Sumerix reported on the NEMCOG meeting; Soil Conservation; Bagley Township meeting.

Commissioner Paul Beachnau reported on the Pigeon River advisory meeting; Road Commission meeting; Business after hours April 15, 2015 at Seams Like New from 5:00 p.m. to 7:00 p.m.;

Good Morning Gaylord April 17, 2015 at the Otsego Club from 8:00 a.m. to 9:00 a.m.; Leadership program.

Commissioner Julie Powers-Gehman attended the MAC Conference.

Commissioner Lee Olsen had no report.

Commissioner Doug Johnson thanked Tammy LaBouef; Parks and Recreation meeting.

Commissioner Ken Borton reported on the MAC transportation meeting; Attending MAC Environmental meeting.

Meeting adjourned at 10:44 a.m.

Kenneth C. Borton Chairman

Susan I. DeFeyter, Otsego County Clerk

**OTSEGO COUNTY 2015 MONUMENTATION/REMONUMENTATION PROGRAM
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Fourteenth day of April, 2015, 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, 2015.
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 **Seventeen Thousand Five Hundred Twelve and 00/100 dollars (US \$17,512.00)**. 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 12/31/2015.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 15, 2015**. 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 total corners):

T30N, R1W (Charlton Township)

D-5, E3, E4, E9, E10, E11, F3, F5, F9, F13, G3, G4, G5, G6, G12, G13
I3, I10, I11, I12, I13

Corners F13, G13, I13, T30N, R1W are common with corners F1, G1, I1, T29N, R1W

Corners E9, E10, E11, F9, T30N, R1W are being revisited to gather additional information after a tied peer review vote on these corners in 2014.

B. CORNERS TO BE MONUMENTED (21 total corners):

T30N, R1W (Charlton Township)

D5, E3, E4, E9, E10, E11, F3, F5, F9, F13, G3, G4, G5, G6, G12, G13
I3, I10, I11, I12, I13

Corners F13, G13, I13, T30N, R1W are common with corners F1, G1, I1, T29N, R1W

Corners E9, E10, E11, F9, T30N, R1W are being revisited to gather additional information after a tied peer review vote on these corners in 2014.

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

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

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

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

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

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

Latitude: 00M00"00.000"

Longitude: 00M00"00.000"

Estimated Reputability/ Accuracy: 0.25'

Datum and Adjustment Year:

Epoch Date: 00-MMM-YYYY

Date of Observation: DD-MMM-YYYY

Method of Survey: Narrative explanation

8. Indemnification. CONTRACTOR shall indemnify, defend and hold harmless the County its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services by CONTRACTOR under this Agreement or that may be sustained in or upon the County owned or leased premises from any actions or omissions of CONTRACTOR. Such indemnification shall survive the

termination of this Agreement. By entering this Agreement, neither party waives any immunities granted by law.

9. Insurance. CONTRACTOR, shall at its sole expense, obtain and maintain in full force and effect at all times during the term of this Agreement, the following insurance coverages, in a form acceptable to the County, with responsible insurance companies licensed and admitted to do business in the State of Michigan. CONTRACTOR shall provide the COUNTY with proof of insurance prior to commencement of this Agreement.

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

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

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

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

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

A. By mutual written agreement of the parties; or

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

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

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

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

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

If to Wade Trim: Brian Sousa, P.E.
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 Fourteenth day of April, 2015, at Gaylord, Michigan.

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

CONTRACTOR: WADE-TRIM, INC.
P.O. Box 618
Gaylord, MI 49734

By: _____
Kenneth Borton, Chair
Otsego County Commissioner

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

Approved as to Form

Approved as to Form

By: _____
John M. Burt,
Otsego County Administrator

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

**OTSEGO COUNTY 2015 MONUMENTATION/REMONUMENTATION PROGRAM
AGREEMENT FOR COUNTY REPRESENTATIVE SERVICES**

1. Parties. This agreement made this Fourteenth day of April, 2015, 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, 2015, and continue until December 31, 2015.

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, 2015.
 - B. Evaluation of all completed Land Corner Recordation Certificate(s). Such work to be completed by October 30, 2015.
 - 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, 2015.
 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 16, 2015.
 3. The Work Program for the following year. Such Work Program will be completed by November 30, 2015. The Work Program will indicate (a) the area where the Public Land Survey corners and Property-controlling corners are proposed to be monumented and/or remonumented and coordinates set within the next contract year; (b) the area where the Public Land Surveyor corners and Property-controlling corners are to be researched in the next contract year; (c) the area where horizontal and

vertical control stations are to be researched and located; and (d) the area where horizontal and vertical coordinates are to be established.

The County Representative will consult with and obtain the consent of the Grant Administrator when drafting the Work Program and Remonumentation Grant Application for the following year.

- E. Any other duties contained in the Monumentation and Remonumentation Plan for Otsego County, Michigan or those contained in Act 345, of the Public Acts of 1990, the State Survey and Remonumentation Act, being Sections 54.261 to 54.279 of the Michigan Compiled Laws and to follow any rules set by the State, including Memorandum No. 16.
8. Motor Vehicle Liability Insurance. Proof of Motor vehicle liability insurance of \$1,000,000 per occurrence and aggregate, including Michigan no-fault coverages.
9. Sufficiency of Performance. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without willful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this Agreement. In the event of CONTRACTOR's failure to timely perform the services under this Agreement, the COUNTY may, upon notice to CONTRACTOR, seek alternative means of obtaining the services.
10. Termination. This Agreement may be terminated prior to the expiration of its term as follows:
- A. By mutual written agreement of the parties; or
 - B. In the event of default or breach of this Agreement by either party, the other party may terminate this contract immediately.
11. Effect of Termination. In the event of termination of this Agreement pursuant to Section 10, CONTRACTOR will be entitled to the monies provided herein only through date of termination.
12. Notices. All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

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

If to: Ronald C. Brand, PS
533 Greenfield Drive
Gaylord, Michigan 49735

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

AGREED to this Fourteenth day of April, 2015, 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

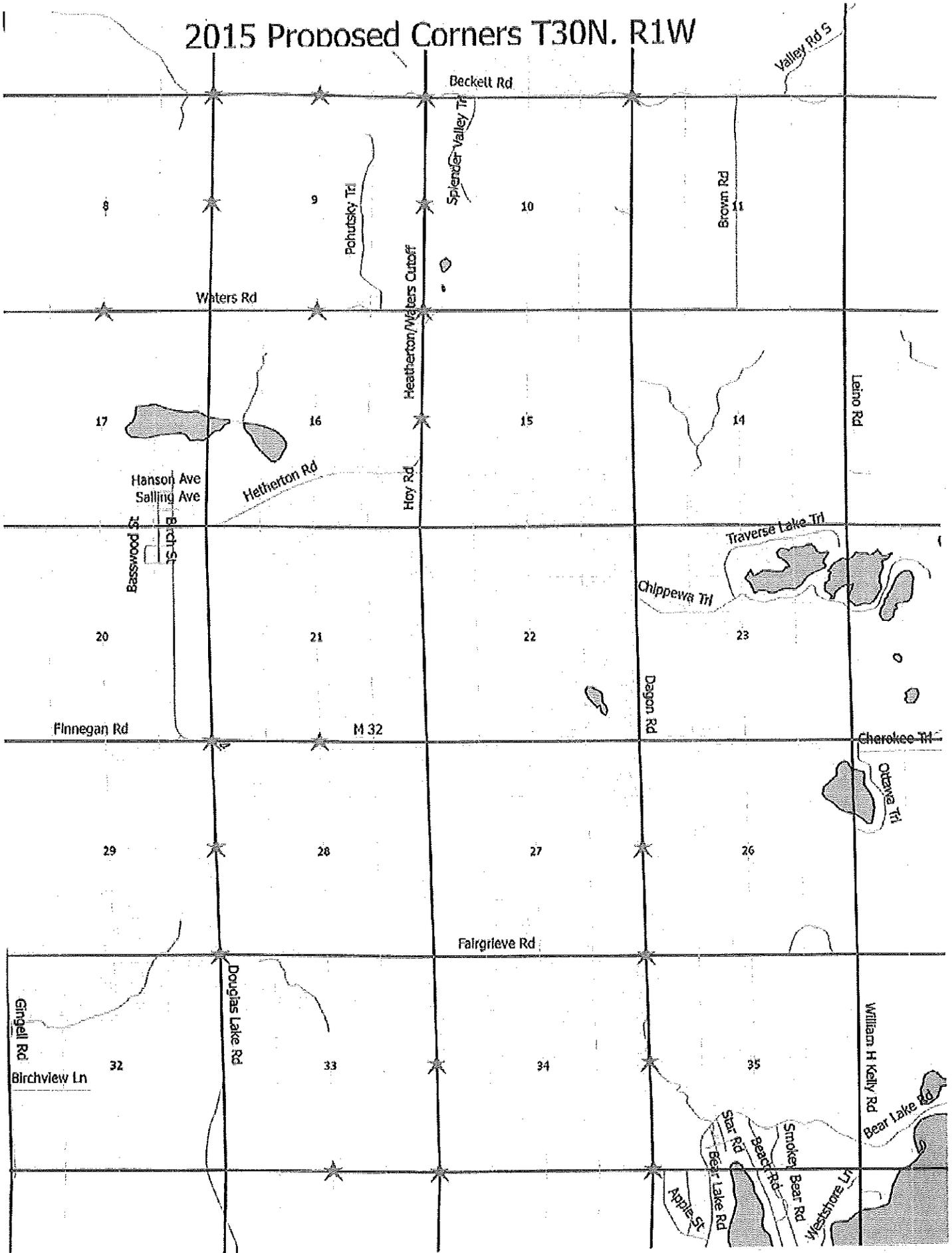
By: _____
John M. Burt
Otsego County Administrator

By: _____
Ronald C. Brand, PS
Otsego County Surveyor

Approved as to Form

Approved as to Form

2015 Proposed Corners T30N. R1W



**OTSEGO COUNTY 2015 MONUMENTATION/REMONUMENTATION PROGRAM
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Fourteenth day of April, 2015, 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.
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 - 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 **Seventeen Thousand Five Hundred Twelve and 00/100 dollars (US \$17,512.00)**. 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 12/31/2015.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 15, 2015**. 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 total corners):

T31N, R4W, Elmira Township

A5, A6, A7, A8, A9, A10, A11, A12, A13, B5, B7, B9, B11, B12, B13, C5, C6, C7, C8, C9, C10

Corners A5, A6, A7, A8, A9, A10, A11, A12, A13, T31N, R4W are common with M5, M6, M7, M8, M9, M10, M11, M12, M13, T31N, R5W, Antrim County.

B. CORNERS TO BE MONUMENTED (21 total corners):

T31N, R4W, Elmira Township

A5, A6, A7, A8, A9, A10, A11, A12, A13, B5, B7, B9, B11, B12, B13, C5, C6, C7, C8, C9, C10

Corners A5, A6, A7, A8, A9, A10, A11, A12, A13, T31N, R4W are common with M5, M6, M7, M8, M9, M10, M11, M12, M13, T31N, R5W, Antrim County.

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

Recordation Certificates after acceptance by the Otsego County Peer Review Group. COORDINATES shall consist of Latitude and Longitude established in accordance with the requirement of the Office of Land Survey and Remonumentation.

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

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

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

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

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

Latitude: 00M00"00.000"

Longitude: 00M00"00.000"

Estimated Reputability/ Accuracy: 0.25'

Datum and Adjustment Year:

Epoch Date: 00-MMM-YYYY

Date of Observation: DD-MMM-YYYY

Method of Survey: Narrative explanation

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

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

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

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

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

A. By mutual written agreement of the parties; or

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

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

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

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

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

If to: Brand Land Surveying LLC:
Ronald C. Brand, PS,
Owner
533 Greenfield Drive
Gaylord, Michigan 49735

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

AGREED to this Fourteenth day of April, 2015, at Gaylord, Michigan.

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

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

By: _____
Kenneth Borton, Chair
Otsego County Commissioner

By: _____
Ronald C. Brand, PS
Owner

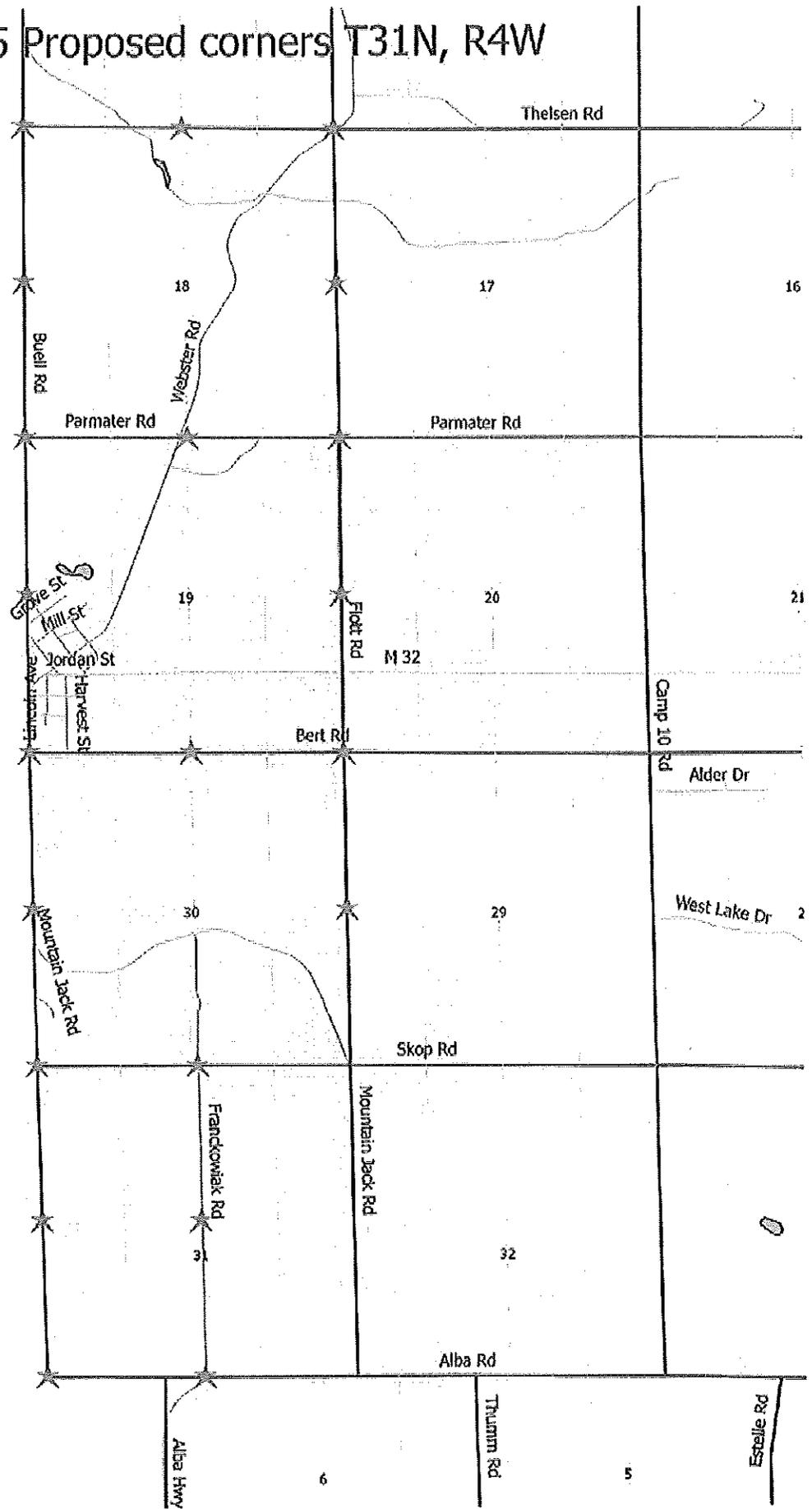
Approved as to Form

Approved as to Form

By: _____
John M. Burt,
Otsego County Administrator

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

2015 Proposed corners T31N, R4W



**AGREEMENT FOR USE
OF PROPERTY**

THIS AGREEMENT made the ____ day of _____, 2015, by and between the **City of Gaylord**, a Michigan municipal corporation (hereinafter "City"), and the **County of Otsego**, a Michigan governmental entity (hereinafter "County").

WHEREAS, County owns that certain real property described on Exhibit A attached hereto; and

WHEREAS, City desires to use said property for the purpose of construction, maintenance and use of a storm water retention basin; and

WHEREAS, the parties have agreed that City may use the said property for the purposes stated on the terms and conditions set forth in this agreement.

NOW THEREFORE, It Is Agreed by and between City and County as follows:

1. County does hereby agree that City may use the real property described on Exhibit A for the construction and maintenance of a storm water retention basin and that City may use said property for said purposes on the terms and conditions set forth in this agreement and for so long as this agreement is in effect.
2. City shall have the use of said property without payment of rent or other compensation.
3. City agrees that it shall place no fencing around the storm water retention basin.
4. The storm water retention basin shall be designed and constructed in such a manner that water will drain through the bottom thereof such that there will not be standing water for any period in excess of forty-eight (48) hours.
5. In the event that the Otsego County Airport runway is ever extended to the east, this agreement shall, at the request of County, be terminated and City shall no longer have any right to the use of the said property.
6. Further, County shall also have the right to terminate this agreement and City's right to use of the property in the event that the same is required by the FAA or MDOT Aeronautics.

7. City shall indemnify and hold harmless County from any liability for personal injury or property damage arising out of or related to the use of the said property for the purposes stated herein.
8. County and City do each hereby represent that the execution of this agreement has been duly authorized by their respective governing bodies.

IN WITNESS WHEREOF, the parties have executed this Agreement For Use Of Property the day and year first above written.

CITY OF GAYLORD, a Michigan municipal corporation

Witness

By: _____
John Jenkins
Its: Mayor

Witness

Witness

By: _____
Rebecca Curtis
Its: Clerk

Witness

COUNTY OF OTSEGO, a Michigan municipal corporation

Witness

By: _____
Its: _____

Witness

COUNTY OF OTSEGO, a Michigan municipal corporation

Witness

By: _____
Its: _____

Witness

OCR 15-16
North Country Community Mental Health Authority Board

Otsego County Board of Commissioners
April 14, 2015

WHEREAS, the Counties of Antrim, Charlevoix, Cheboygan, Emmet, Kalkaska, and Otsego (hereinafter referred to collectively as "participating Counties" or individually as "participating County") adopted the Amended and Restated Enabling Resolution to Form the North Country Community Mental Health Authority (hereinafter referred to as the "Enabling Resolution") thereby creating the North Country Community Mental Health Authority (hereinafter referred to as the "Authority") commencing as of April 1, 2003; and

WHEREAS, Section 10 of the Enabling Resolution establishes the composition of the Board of the Authority; and

WHEREAS, the participating Counties wish to amend Section 10 of the Enabling Resolution, as provided herein, consistent with 1974 PA 258, as amended (hereinafter referred to as the "Act"); now, therefore, be it

RESOLVED that Section 10 of the Enabling Resolution shall be amended to state as follows:

10. North Country Community Mental Health Authority Board.

A. Board Composition. Except as otherwise provided herein, the North Country Community Mental Health Authority Board is established to be made up of fourteen (14) members appointed by the participating County Boards of Commissioners in accordance with the 1974 PA 258, as amended ("the Act"). The Act requires that the composition of the Authority Board be representative of providers of mental health services, recipients or primary consumers of mental health services, agencies and occupations having a working involvement with mental health services, and the general public. At least three (3) members of the 14-member Board must be primary consumers of mental health services. At least two (2) additional members must either be primary consumers of mental health services or family members.

The Act allows for the appointment of one (1) County Commissioner from each participating County. No more than one-half of the total Authority Board members may be state, county, or local public officials as defined in the Act.

B. Board Composition Committee. There is established a standing committee of the Authority Board to be known as the "Board Composition Committee." The Board Composition Committee shall have six (6) members appointed annually by the Authority Board, with one (1) member from each County. The Committee shall elect a chairperson and vice-chairperson from its members annually. The Committee

shall be charged with the responsibility to coordinate among the participating Counties the various representative categories of the non-Commissioner Authority Board members to ensure that the composition of the Authority Board is and remains in compliance with the Board composition requirements in the Act. In addition, the Committee shall coordinate the appointment of two (2) additional Board members as provided in subsection D. below.

C. Residence of Members. The primary place of residence of each Authority Board member must be in the County the member represents.

D. Board Appointments. Unless a participating County has relinquished one of its seats on the Authority Board as provided in this subsection, each participating County Board of Commissioners shall appoint one (1) of its members to serve on the Authority Board for a term commensurate with his or her term on the Board of Commissioners. Each participating County Board of Commissioners shall also appoint one (1) additional member to the Authority Board for a term of three (3) years. This additional member shall be within the representative category of the Act assigned to that participating County by the Board Composition Committee. In addition to the two (2) appointments made above, each participating County Board of Commissioners shall, when authorized by the Board Composition Committee and on an alphabetical rotating basis, appoint a third member of the Authority Board (an at-large member) for a term of three (3) years. This at-large member shall be within the representative category of the Act assigned to that participating County by the Board Composition Committee.

A County may elect to pass its right to appoint an at-large member to the next County in alphabetical order. If a County fails to exercise its right to appoint an at-large member within 60 days, it shall relinquish its right of appointment to the next County in alphabetical order.

If a participating County declines to appoint a County Commissioner as an Authority Board member then that County shall relinquish that seat on the Authority Board and the Authority Board membership shall be reduced by one (1) member in accordance with Section 222(2) of the Act. Section 222(2) of the Act allows no less than twelve (12) Authority Board members.

A participating County who has relinquished a seat on the Authority Board as provided above may reclaim that seat on the Authority Board upon 30 days' written notice to the Authority Board and upon the appointment by that County's Board of Commissioners of one of its members as provided herein.

E. Time of Appointments. Each participating County Board of Commissioners shall make its appointments annually following its organizational meeting.

F. Vacancy; Removal from Office. A vacancy shall be filled for an unexpired term in the same manner as an original appointment. An Authority Board member may be removed from office by the appointing County Board of Commissioners for neglect of official duty or misconduct in office after being given a written statement of reasons and an opportunity to be heard on the removal.

G. Compliance with Law. Each County Board of Commissioners shall make timely appointments of Authority Board members that assure that the composition of the Authority Board and qualifications of its members comply with the Act. Each Board shall exercise due diligence in making its appointments, including, but not limited to, consultation with Authority staff and/or other appropriate agencies to find primary consumers of mental health services and family members with an interest in serving; review of potential conflicts of interest under Section 222(4) of the Act; and advising candidates about the responsibilities of Authority Board membership; and be it further

RESOLVED that all other provisions contained in the Enabling Resolution will remain in full force and effect and without change or modification except as provided herein; and be it further

RESOLVED that, if any provision of this Resolution conflicts with the Act, the Act shall supersede the conflicting provision; and be it further

RESOLVED that this Resolution shall not be effective until filed with the Michigan Secretary of State and the County Clerk of each participating County.

In 2003, North Country Community Mental Health was created as a six county mental health authority through a provision in the Mental Health Code (P. A. 258). This was accomplished through an enabling resolution which specified the purpose and other specifics of the authority, including the composition of the mental health board. The section on board composition was relatively brief and over the years a need has arisen for more clarity and specificity in this section. Legal advice indicates that this is best accomplished through a revision in the enabling resolution. Hence, this “First Amendment to the Amended and Restated Enabling Resolution to Form the North Country Community Mental Health Authority”, was drafted with the assistance of Attorneys Kathy Abbott and Bryan Graham. Its purpose is to specify how the membership of the Mental Health Board will be appointed by the six county boards of commissioners to ensure that there is compliance with statutory requirements concerning board composition.