

February 9, 2016

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

Roll Call:

Present: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Robert Harkness, Erma Backenstose, Doug Johnson, Ken Borton, Bruce Brown.

Excused: Ken Glasser.

Motion by Commissioner Paul Beachnau, seconded by Commissioner Robert Harkness, to approve the Regular minutes of January 26, 2016 with attachments.

Consent Agenda:

Motion to approve the 2016 Remonumentation County representative agreement. Ayes: Unanimous. Motion carried. (see attached)

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

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

Motion to appointment Jason Caverson to the Planning Commission with the term to expire on December 31, 2016. Ayes: Unanimous.

Special Presentations:

Brenda Goodrich was recognized for 20 years of service.

Motion by Commissioner Doug Johnson, to approve the Right-of-Way Grant with Paxton Resource, LLC for the Groen Nature Preserve. Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:

John Burt reported Kyle Ryan is the new Parks and Recreation Director; new website up and running; Courthouse plaza fountain finished; EMS expansion walk through; Household hazardous waste dump site 6-11-16 from 9:00 a.m. to 2:00 p.m. at the Road Commission.

Department Head Report:

Sheriff's Office update was rescheduled.

City Liaison, Township and Village Representative: None.

Correspondence: None.

**New Business:**

Motion by Commissioner Bruce Brown, seconded by Commissioner Paul Liss, to approve the January 29, 2016 Special Warrant and the February 2, 2016 Warrant for a total amount of \$60,031.32 Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Beachnau, seconded by Commissioner Doug Johnson, to approve the February 9, 2016 Warrant for a total amount of \$447,948.82. Ayes: Unanimous. Motion carried.

Motion by Commissioner Julie Powers-Gehman, seconded by Commissioner Robert Harkness, to approve the City annexation request for parcel 080-033-100-005-01 being 213 Fairview Road. Ayes: Unanimous. Motion carried. (see attached)

**Public Comment:**

Chairman Ken Borton opened up the meeting for public comment.

**Board Remarks:**

Commissioner Erma Backenstose had no report.

Commissioner Paul Liss reported the Trail head grant process going well.

Commissioner Bruce Brown had no report.

Commissioner Paul Beachnau reported on the City Council meeting, Michigan snowmobile festival held, Alpenfrost record turnout for their run; Chamber awards banquet is 2-9-16; Trail development grants applied for.

Commissioner Julie Powers-Gehman volunteered at the Treetops wine tasting.

Commissioner Robert Harkness reported on the Health Department.

Commissioner Doug Johnson reported on the Parks and Recreation meeting, budget information was discussed, Millage decision tabled until March meeting, current millage is up this year.

Commissioner Ken Borton reported on the Bagley Township meeting, trail extension discussed and approved, furnishing SANE with \$500.00, passed a resolution to disband the Bagley DDA; Attending the NACO Conference; SB 571, Public Act 269 gag order lifted; HB 5301 concealed pistol license.

Meeting adjourned at 10:12 a.m.

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Kenneth C. Borton Chairman

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Susan I. DeFeyter, Otsego County Clerk

**OTSEGO COUNTY 2016 MONUMENTATION/REMONUMENTATION PROGRAM  
AGREEMENT FOR COUNTY REPRESENTATIVE SERVICES**

1. Parties. This agreement made this Ninth day of February, 2016, 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, 2016, and continue until December 31, 2016.
  
3. Definitions.
  - A. County Grant Administrator. Means a person appointed by the Otsego County Board of Commissioners as the individual responsible for completing and submitting the annual Application for a survey and Monumentation Grant to the State of Michigan, and the administering of the approved annual grant.
  
  - B. County Representative. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws
  
  - C. County Surveyor. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws.
  
  - D. Peer Group. Means not less than three non-associated surveyors appointed by the County Representative. One member of the Peer Group shall be the County Representative, who shall act as chair.
  
4. Compensation. The CONTRACTOR shall perform all work for the PROJECT for the total amount not to exceed **One Thousand Four Hundred Ninety Four and 0/100 dollars (US \$1,494.00)**. The PROJECT shall be defined as completion of all duties listed in Section 7, Services to be Provided by CONTRACTOR.
  
5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when the required work listed in Section 7, Services to be Provided by CONTRACTOR, is completed by the CONTRACTOR.

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

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

6. Subcontracting. Nothing contained in this contract shall prevent CONTRACTOR from employing such independent professional associates as CONTRACTOR to assist in the performance of services hereunder. The CONTRACTOR is an independent contractor. In such regard, any and all officers, employees, servants and agents of the contractor shall be deemed employees, servants and agents of the CONTRACTOR and not that of the COUNTY.
7. Services to be Provided by CONTRACTOR. In consideration of the compensation to be paid by the COUNTY, CONTRACTOR shall perform the following services:
  - A. Establishing, scheduling meetings of, and chairing a Peer Group which will meet and act as advisors for ratification of corner locations. These meetings shall be in compliance with the Open Meetings Act. Peer Group meetings shall be scheduled as to allow for all assigned Remonumentation corners, other than corners tabled until the following grant cycle, to be reviewed and ratified by October 3, 2016.
  - B. Evaluation of all completed Land Corner Recordation Certificate(s). Such work to be completed by October 31, 2016.
  - 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 3, 2016.
    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, 2016.
    3. The Work Program for the following year. Such Work Program will be completed by November 30, 2016. 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 Ninth day of February, 2016, 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

## 2016 SURVEY AND REMONUMENTATION GRANT APPLICATION

### Attachment A To Annual Grant Agreement

Authority: MCL 54.273

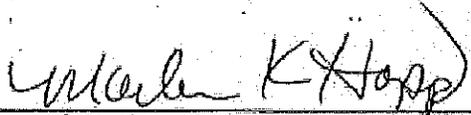
This application must be filed on or before December 31 of the calendar year immediately preceding the year in which the grant is made.

<p style="text-align: center;"><b>Office of Land Survey</b> Bureau of Construction Codes Department of Licensing and Regulatory Affairs <b>Overnight Courier Service:</b> 1st Flr., 611 W. Ottawa St., Lansing, MI 48933 <b>U.S. Mail:</b> PO Box 30254, Lansing, MI 48909 <b>Telephone:</b> (517) 241-6321 <b>Facsimile:</b> (517) 241-6301 <b>Email:</b> bccofsr@michigan.gov <b>www.michigan.gov/sbc</b></p>	<p><b>APPLICANT (County):</b> Otsego</p> <hr/> <p><b>Grant #:</b> BCC-16-169</p> <p><b>MAIN Mail Code:</b></p> <p><b>P.O. #:</b></p>
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Grant Administrator	County Representative	Address for Payments
<b>Name:</b> Marlene K. Hopp	<b>Name:</b> Ronald C Brand	<b>Name:</b> Otsego County Treasurer
<b>Address:</b> 225 W. Main St., rm 213	<b>Address:</b> 533 Greenfield Drive	<b>Address:</b> 225 W. Main St., room 107
<b>City:</b> Gaylord	<b>City:</b> Gaylord	<b>City:</b> Gaylord
<b>State, Zip:</b> MI 49735	<b>State, Zip:</b> MI, 49735	<b>State, Zip:</b> MI 49735
<b>Telephone:</b> (989) 731-7570	<b>Telephone:</b> (989) 732-8077	<b>Telephone:</b> (989) 731-7560
<b>Fax:</b> (989) 731-7599	<b>Fax:</b> (989) 732-7767	
<b>Email:</b> mhopp@otsegocountymi.gov	<b>Email:</b> surveyor@otsegocountymi.gov	

2016 GRANT REQUESTED		
2016 State Grant	Reimbursement for Expedited Expenditures under MCL 600.2567a(4) (≤ 50% of State Grant)	2016 Total Annual Budget (State Grant - Reimbursement = Total Budget)
\$ 34,788.00	\$ 0.00	\$ 34,788.00

I certify the information in this grant application is correct and request a 40% Start-Up Payment upon approval of an Annual Grant Agreement.

 _____ Signature of County Grant Administrator (Original Signature Required)	12/16/2015 _____ Date
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 _____ Chris Baland, P.E., Director (Original Signature Required) Office of Land Survey and Remonumentation	7 Jan 2016 _____ Date
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Page 1 of 3  
Office of Land Survey & Remonumentation

**2016 SURVEY AND REMONUMENTATION GRANT APPLICATION**  
**Attachment A to Annual Grant Agreement**

County of: \_\_\_\_\_

Otsego

**Surveying Services and Supplies**  
 Total Surveying Services and Supplies (Items A or B, C and D)  
 Must be a Minimum of 60% of the Total Annual Budget

**Item A - Remonumentation Services**  
 Includes all requirements under MCL 54.268(2)a, i.e., monumentation or remonumentation plan includes the filing of a land corner recordation certificate and geodetic coordinates.

Column A	Column B	Column C	Column D	Total Item A
Number of Original and Protracted PLSS Corners Completed by Applicant	Number of Original and Protracted PLSS Corners Completed by Others	Number of Original and Protracted PLSS Corners Revisited	No. of Property Controlling Corners under MCL 54.262(h)(II)	
42	0	0	0	\$ 30,000.00

Please attach a report for the work proposed. The report must include a corner list for the work proposed under Item A itemizing each column by Town, Range and Corner Code; do NOT list corners by municipality. For all corners, identify when a corner/monument location has more than one corner code associated with it, i.e., common corner codes, and identify all corner codes filed for that corner/monument location. For Column B, identify who is proposing to complete the work, and for Column C, identify why the corners are to be proposed revisited. Attach additional pages as necessary.

Total No. of Corner Records proposed (A+B+C+D+common corner codes identified on the attached corner list): 45

**Item B - Monument Maintenance Services**  
 Includes all requirements under MCL 54.268(2)d, i.e., perpetual monument maintenance plan, including the filing of a land corner recordation certificate and geodetic coordinates.

Column A	Column B	Column C	Column D	Total Item B
Number of Original and Protracted PLSS Corners Completed by Applicant	Number of Original and Protracted PLSS Corners Completed by Others	Number of Original and Protracted PLSS Corners Revisited	No. of Property Controlling Corners under MCL 54.262(h)(II)	
0	0	0	0	\$ 0.00

Please attach a report for the work proposed. The report must include a corner list for the work proposed under Item B itemizing each column by Town, Range and Corner Code; do NOT list corners by municipality. For all corners, identify when a corner/monument location has more than one corner code associated with it, i.e., common corner codes, and identify all corner codes filed for that corner/monument location. For Column B, identify who is proposing to complete the work, and for Column C, identify why the corners are to be proposed revisited. Attach additional pages as necessary.

Total No. of Corner Records proposed (A+B+C+D+common corner codes identified on the attached corner list): 0

**Item C - Remonumentation Supplies and Materials**  
 Identify items and estimated expenses for each item. Attach additional pages as necessary.

No. of Markers: <u>0</u> x \$ <u>0</u> each = \$ <u>0</u>	<b>Total Item C</b>
No. of Caps: <u>0</u> x \$ <u>0</u> each = \$ <u>0</u>	
Other: <u>0</u> x \$ <u>0</u> each = \$ <u>0</u>	
	\$ 0.00

**Item D - Geodetic Control Maintenance and Operations**  
 Identify items and estimated expenses for each station. Attach additional pages as necessary.

Station PID: <u>0</u> \$ <u>0.00</u>	Station PID: <u>0</u> \$ <u>0.00</u>	<b>Total Item D</b>
Station PID: <u>0</u> \$ <u>0.00</u>	Station PID: <u>0</u> \$ <u>0.00</u>	
Station PID: <u>0</u> \$ <u>0.00</u>	Station PID: <u>0</u> \$ <u>0.00</u>	
		\$ 0.00

<b>Subtotal Items A or B+C+D</b>	<b>Percent of Budget</b>	<b>Subtotal</b>
\$ 30,000.00	86.24%	\$ 30,000.00

**2016 SURVEY AND REMONUMENTATION GRANT APPLICATION**

County of Otsego

**Administrative Services and Supplies**  
 Total Administrative Services and Supplies (Items E, F, G, H, and I)  
 Can be no greater than 20% of the Total Annual Budget

**Item E - Grant Administrator Fees/Wages**  
 Attach additional pages as necessary.

Hours _____ x Rate \$ _____ = \$ <u>0.00</u> or Fixed \$ _____	<b>Total Item E</b>
Comments:	\$ <u>1,494.00</u>

**Item F - County Representative Fees/Wages**  
 Attach additional pages as necessary.

Hours _____ x Rate \$ _____ = \$ <u>0.00</u> or Fixed \$ _____	<b>Total Item F</b>
Comments:	\$ <u>1,494.00</u>

**Item G - Additional Administrative Staff Fees/Wages**  
 Attach additional pages as necessary.

Hours _____ x Rate \$ _____ = \$ <u>0.00</u> or Fixed \$ _____	<b>Total Item G</b>
Identify staff by name and identify the delegated duties and responsibilities.	\$ <u>0.00</u>

**Item H - Peer Review Group Fees/Wages**  
 Attach additional pages as necessary.

Number of Members <u>4</u> x Fee \$ <u>150.00</u> x Number of Meetings <u>3</u> = \$ <u>1,800.00</u> or Fixed \$ _____	<b>Total Item H</b>
Comments:	\$ <u>1,800.00</u>

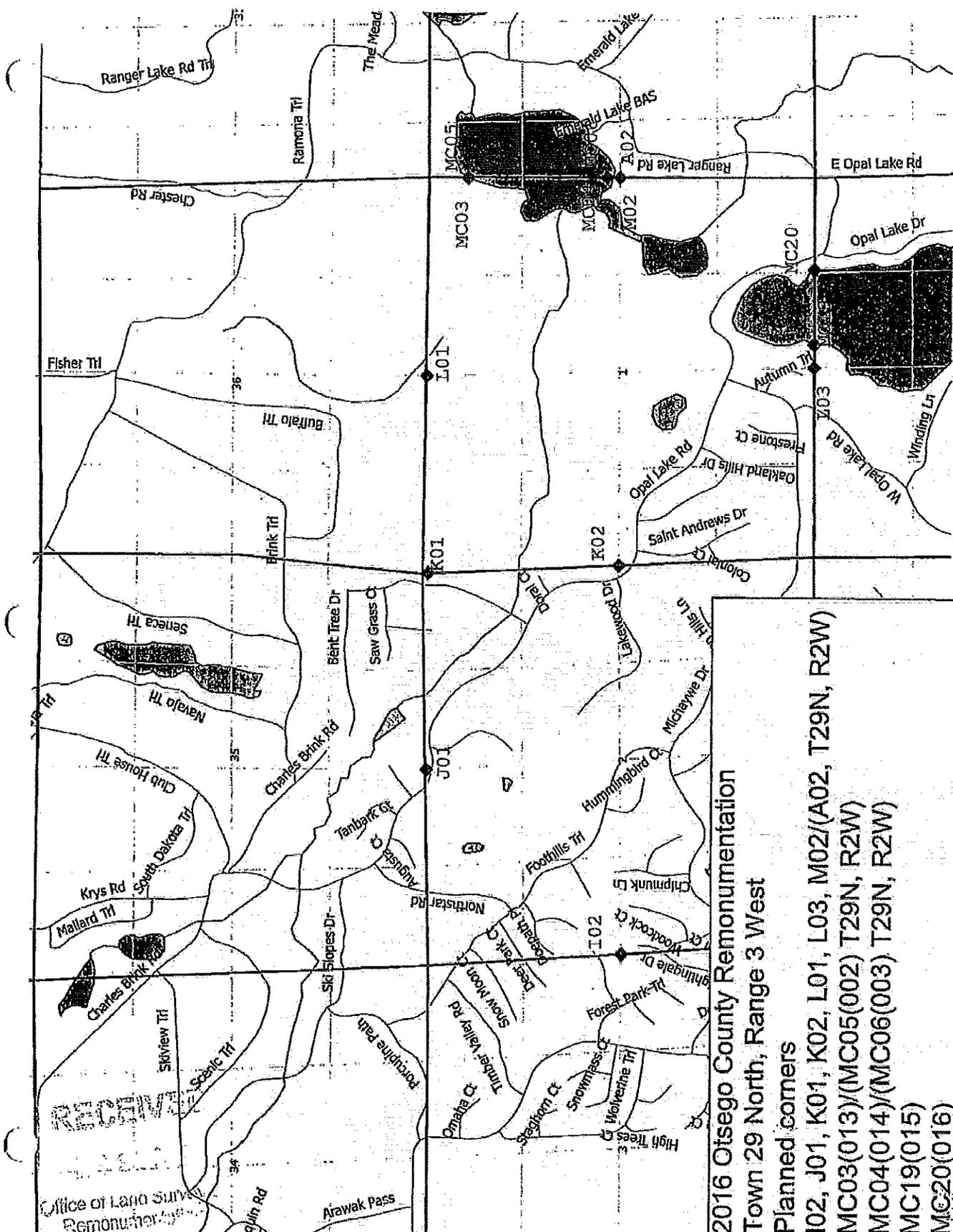
**Item I - Administrative Supplies and Indirect Costs**  
 Identify items and estimated expenses for each item, or identify a flat overhead rate. Attach additional pages as necessary.

0 _____ \$ <u>0.00</u>		<b>Total Item I</b>
0 _____ \$ <u>0.00</u>		
0 _____ \$ <u>0.00</u>		\$ <u>0.00</u>

	<b>Percent of Budget</b>	<b>Subtotal</b>
Subtotal Items E-F+G+H+I	13.76%	\$ <u>4,788.00</u>

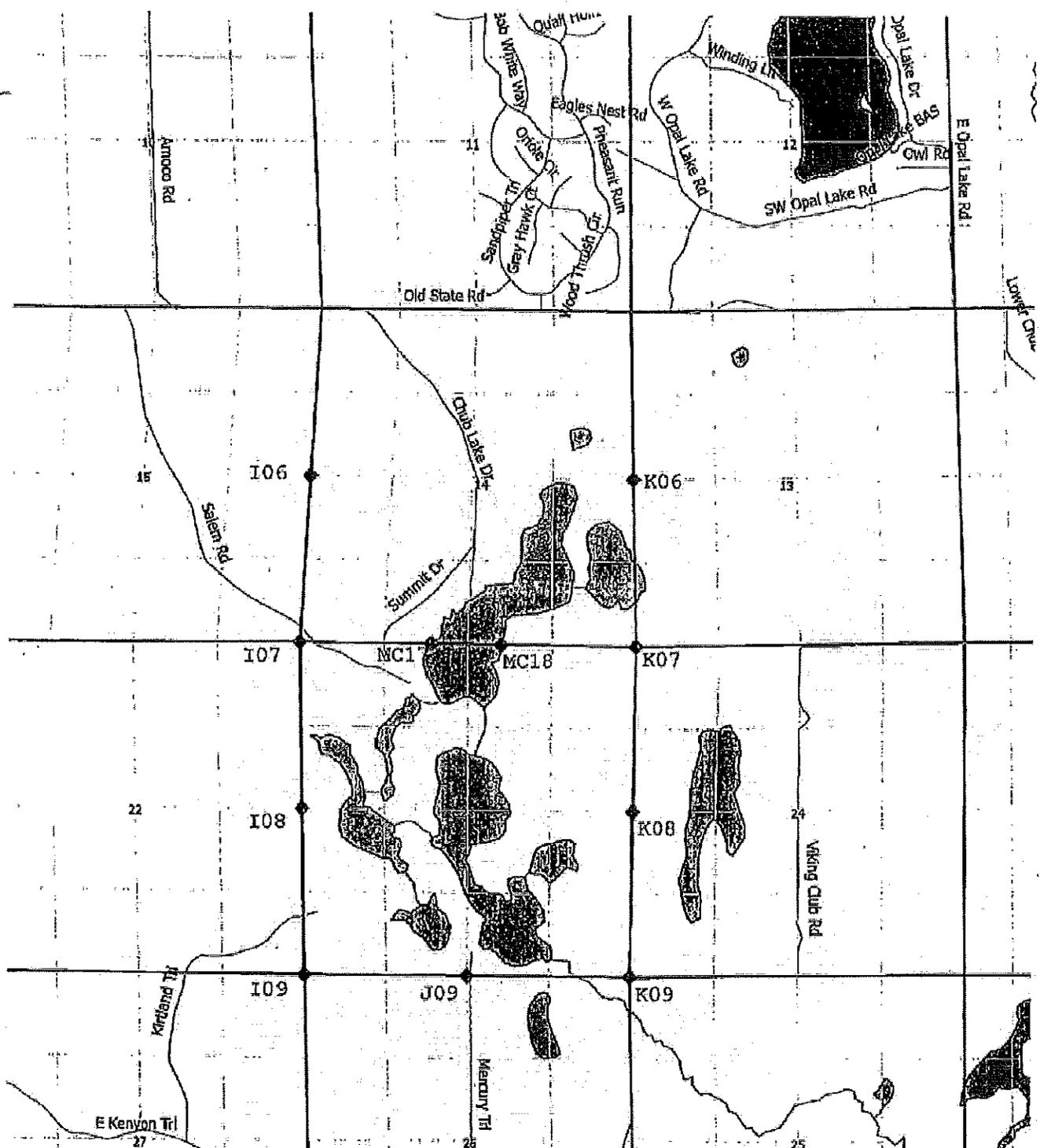
**Annual Budget**

Item A - Remonumentation Services	\$	<u>30,000.00</u>
Item B - Monument Maintenance Services	\$	<u>0.00</u>
Item C - Remonumentation Supplies and Materials	\$	<u>0.00</u>
Item D - Geodetic Control Maintenance and Operations	\$	<u>0.00</u>
Item E - Grant Administrator Fees/Wages	\$	<u>1,494.00</u>
Item F - County Representative Fees/Wages	\$	<u>1,494.00</u>
Item G - Additional Administrative Staff Fees/Wages	\$	<u>0.00</u>
Item H - Peer Review Group Fees/Wages	\$	<u>1,800.00</u>
Item I - Administrative Supplies and Indirect Costs	\$	<u>0.00</u>
<b>Total MUST EQUAL "Total Annual Budget" on Page 1</b>	\$	<u>34,788.00</u>



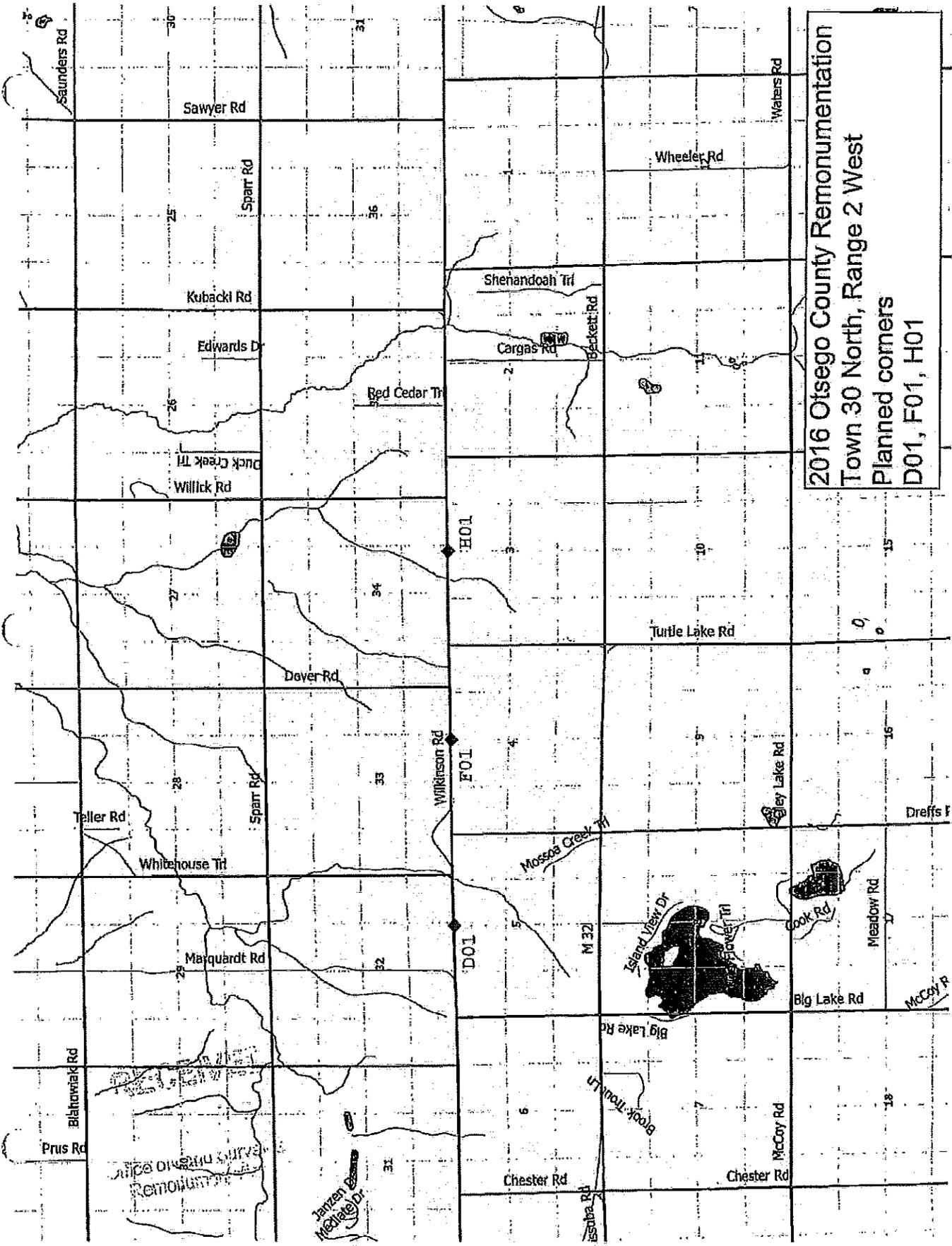
2016 Otsego County Remonumentation  
 Town 29 North, Range 3 West  
 Planned corners  
 I02, J01, K01, K02, L01, L03, M02/A02, T29N, R2W)  
 MC03(013)/(MC05(002) T29N, R2W)  
 MC04(014)/(MC06(003) T29N, R2W)  
 MC19(015)  
 MC20(016)

RECEIVED  
 Office of Land Survey  
 Remonumentation

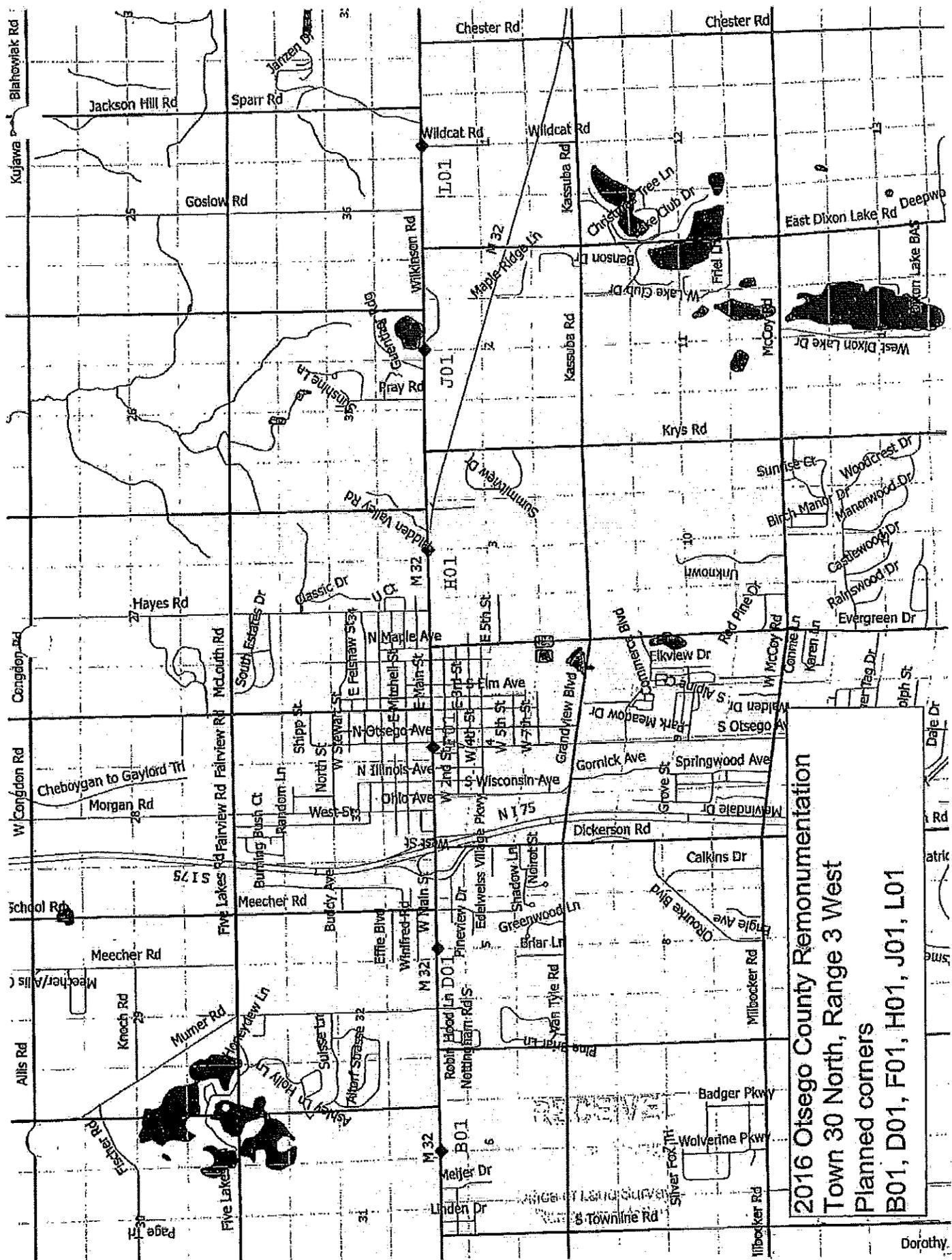


**2016 Otsego County Remonumentation**  
**Town 29 North, Range 3 West**  
**Planned corners**  
**I06, I07, I08, I09, J09, K06, K07, K08, K09**  
**MC17**  
**MC18**

Office of Land Survey  
 Remonumentation



2016 Otsego County Remonumentation  
 Town 30 North, Range 2 West  
 Planned corners  
 D01, F01, H01



2016 Otsego County Remonumentation  
 Town 30 North, Range 3 West  
 Planned corners  
 B01, D01, F01, H01, J01, L01



**OTSEGO COUNTY 2016 MONUMENTATION/REMONUMENTATION PROGRAM  
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Ninth day of February, 2016, by and between the **County of Otsego**, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter COUNTY, and **Wade Trim, Inc.**, located at 4241 Old US 27 S., Suite 1, Gaylord, Michigan, hereafter CONTRACTOR.
2. Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on the date first above written, and continue until December 31, 2016.
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 **Fourteen Thousand Six Hundred Forty Three and 00/100 dollars (US \$14,643.00)**. 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 12/31/2016.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 14, 2016**. 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):

T29N, R03W (Otsego Lake Township)

I06, I07, I08, I09, J09, K06, K07, K08, K09,

MC17(017) on line between Sections 14 & 23 on West side of Big Chub Lake,

MC18(018) on line between Sections 14 & 23 on East side of Big Chub Lake

T30N, R04W (Hayes Township)

L01

T30N, R03W (Bagley Township)

B01, D01, F01, H01, J01, L01

T30N, R02W (Chester Township)

D01, F01, H01

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

T29N, R03W (Otsego Lake Township)

I06, I07, I08, I09, J09, K06, K07, K08, K09,

MC17(017) on line between Sections 14 & 23 on West side of Big Chub Lake,

MC18(018) on line between Sections 14 & 23 on East side of Big Chub Lake

T30N, R04W (Hayes Township)

L01

T30N, R03W (Bagley Township)

B01, D01, F01, H01, J01, L01

T30N, R02W (Chester Township)

D01, F01, H01

**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.



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 2016 MONUMENTATION/REMONUMENTATION PROGRAM  
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Ninth day of February, 2016, 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, 2016.
  
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 **Fourteen Thousand Six Hundred Forty Three and 00/100 dollars (US \$14,643.00)**. 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 12/31/2016.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 14, 2016**. 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):

T29N, R03W (Otsego Lake Township)  
I02, J01, K01, K02, L01, L03,  
MC19(015) on line between Sections 1 & 12 on West side of Opal Lake,  
MC20(016) on line between Sections 1 & 12 on East side of Opal Lake

MC03(013) on East line of Section 1, T29N, R03W on North side of Emerald Lake  
(Common with MC05(002) on West line of Section 6, T29N, R2W, Chester  
Township)

MC04(014) on East line of Section 1, T29N, R03W on South side of Emerald Lake  
(Common with MC06(003) on West line of Section 6, T29N, R2W, Chester  
Township)

M02 (Common with A02, T29N, R02W, Chester Township)

T30N, R04W (Hayes Township)  
B01, C01, D01, E01, F01, G01, H01, I01, J01, K01

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

T29N, R03W (Otsego Lake Township)  
I02, J01, K01, K02, L01, L03,  
MC19(015) on line between Sections 1 & 12 on West side of Opal Lake,  
MC20(016) on line between Sections 1 & 12 on East side of Opal Lake

MC03(013) on East line of Section 1, T29N, R03W on North side of Emerald Lake  
(Common with MC05(002) on West line of Section 6, T29N, R2W, Chester  
Township)

MC04(014) on East line of Section 1, T29N, R03W on South side of Emerald Lake  
(Common with MC06(003) on West line of Section 6, T29N, R2W, Chester  
Township)

M02 (Common with A02, T29N, R02W, Chester Township)

T30N, R04W (Hayes Township)  
B01, C01, D01, E01, F01, G01, H01, I01, J01, K01

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

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

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

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

1. Directly from a Continuously Operating Reference Station (CORS), or
2. From supplemental control established from CORS, or

3. From supplemental control established from other NGS horizontal control stations.

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

Latitude: 00M00"00.000"

Longitude: 00M00"00.000"

Estimated Reputability/ Accuracy: 0.25'

Datum and Adjustment Year:

Epoch Date: 00-MMM-YYYY

Date of Observation: DD-MMM-YYYY

Method of Survey: Narrative explanation

8. Indemnification. CONTRACTOR shall indemnify, defend and hold harmless the County its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services by CONTRACTOR under this Agreement or that may be sustained in or upon the County owned or leased premises from any actions or omissions of CONTRACTOR. Such indemnification shall survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities granted by law.

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

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

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

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

10. Sufficiency of Performance. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without willful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this Agreement. In the event of CONTRACTOR's failure

to timely perform the services under this Agreement, the COUNTY may, upon notice to CONTRACTOR, seek alternative means of obtaining the services.

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

A. By mutual written agreement of the parties; or

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

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

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

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

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

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

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

AGREED to this Ninth day of February, 2016, 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

**RIGHT-OF-WAY GRANT**

FOR AND IN CONSIDERATION OF THE SUM of \$10.00 and other valuable consideration payable upon commencement of activities on the property described below, receipt of which is hereby acknowledged, **COUNTY OF OTSEGO, MICHIGAN**, of 225 W. Main St., Gaylord, Michigan 49735, hereinafter referred to as "Grantor" does hereby grant, convey and warrant unto **PAXTON RESOURCES, LLC**, of 132 North Otsego Avenue, Gaylord, Michigan 49735, its successors and assigns, hereinafter referred to as "Grantee", an exclusive right-of-way to survey and bore to install, construct, test, operate, inspect, maintain, protect, repair, replace, alter, relocate, change the size of or remove pipelines and appurtenances, along a route as shown on the attached Exhibit "A" and to be located within the existing county road easement and on the north side of the fence that currently exists on said property, under, across and through real estate situated in the County of Otsego, State of Michigan, described as follows:

Township 30 North, Range 1 West (Charlton Township)  
Section 16: A parcel in the Northeast corner of the E/2NW/4 as shown on the attached Exhibit "A"

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, until said easement is exercised and so long thereafter as any pipeline installed hereunder is used or remains therein.

Grantee shall not interfere with the use of said premises by Grantor for normal activities as enjoyed at time of construction, except in the exercise of the rights granted hereunder. In the event of any collateral damage, Grantee shall replace in a good and workmanlike manner all fences disturbed or cut in the construction, maintenance or operation of the pipelines laid hereunder. Grantee shall install all pipelines below normal plow depth and if any land is disturbed by Grantee, it shall be restored by Grantee to as near original condition as is practical.

All rights, privileges and obligations created by this instrument shall inure to the benefit of and be binding upon the heirs, devisees, administrators, executors, successors and assigns of the Grantor and Grantee.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

WITNESSES:

COUNTY OF OTSEGO, MICHIGAN

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF MICHIGAN        )  
  ) SS  
COUNTY OF OTSEGO        )

This foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, as \_\_\_\_\_ of County of Otsego, Michigan.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
In and for Otsego County, Michigan  
Acting in Otsego County, Michigan

EXHIBIT A



Waters Road

Pipeline Easement

County Road Easement

Fence Line

**PETITION FOR ANNEXATION**

**TO: THE TOWNSHIP BOARD OF LIVINGSTON, OTSEGO COUNTY, MICHIGAN**  
and  
**THE CITY COUNCIL OF THE CITY OF GAYLORD, MICHIGAN**

We, the undersigned, respectfully petition that the following described land be detached from the Township of Livingston and annexed to the City of Gaylord by affirmative majority vote of the Gaylord City Council and approval of the Livingston Township Board, in accordance with the provisions of Public Act 279 of 1909, State of Michigan, as amended.

The land proposed to be detached from the Township of Livingston and annexed to the City of Gaylord is described as follows, to-wit:

The North ½ of the Northwest ¼ of the Northeast ¼ of Section Thirty-three (33), T. 31 N., R. 3 W., lying East of the Railroad right-of-way;

ALSO, the North ½ of the Northeast ¼ of the Northeast ¼ of Section Thirty-three (33), T. 31 N., R. 3 W. EXCEPT the East 620 feet thereof.

Tax Parcel Identification No: 080-033-100-005-01.

We further represent as follows:

- a. That the above described land is contiguous to the corporate limits of the City of Gaylord, Michigan.
- b. That there are no qualified electors residing on the land proposed to be annexed other than the Petitioners.
- c. That the Petitioners are the legal and/or equitable owners of the land proposed to be annexed.
- d. That the whole of the area of land proposed to be annexed is 11.56 acres, of which the undersigned collectively hold legal and/or equitable title to 11.56 acres constituting more than one-half of the area of the land to be annexed.
- e. That we waive the ten (10) day notice under MCL 117.9(8) to be given prior to approval by the Livingston Township Board, because we have actual knowledge of our own request.

Dated: \_\_\_\_\_, 2016

**COUNTY OF OTSEGO**, a Michigan  
municipal corporation

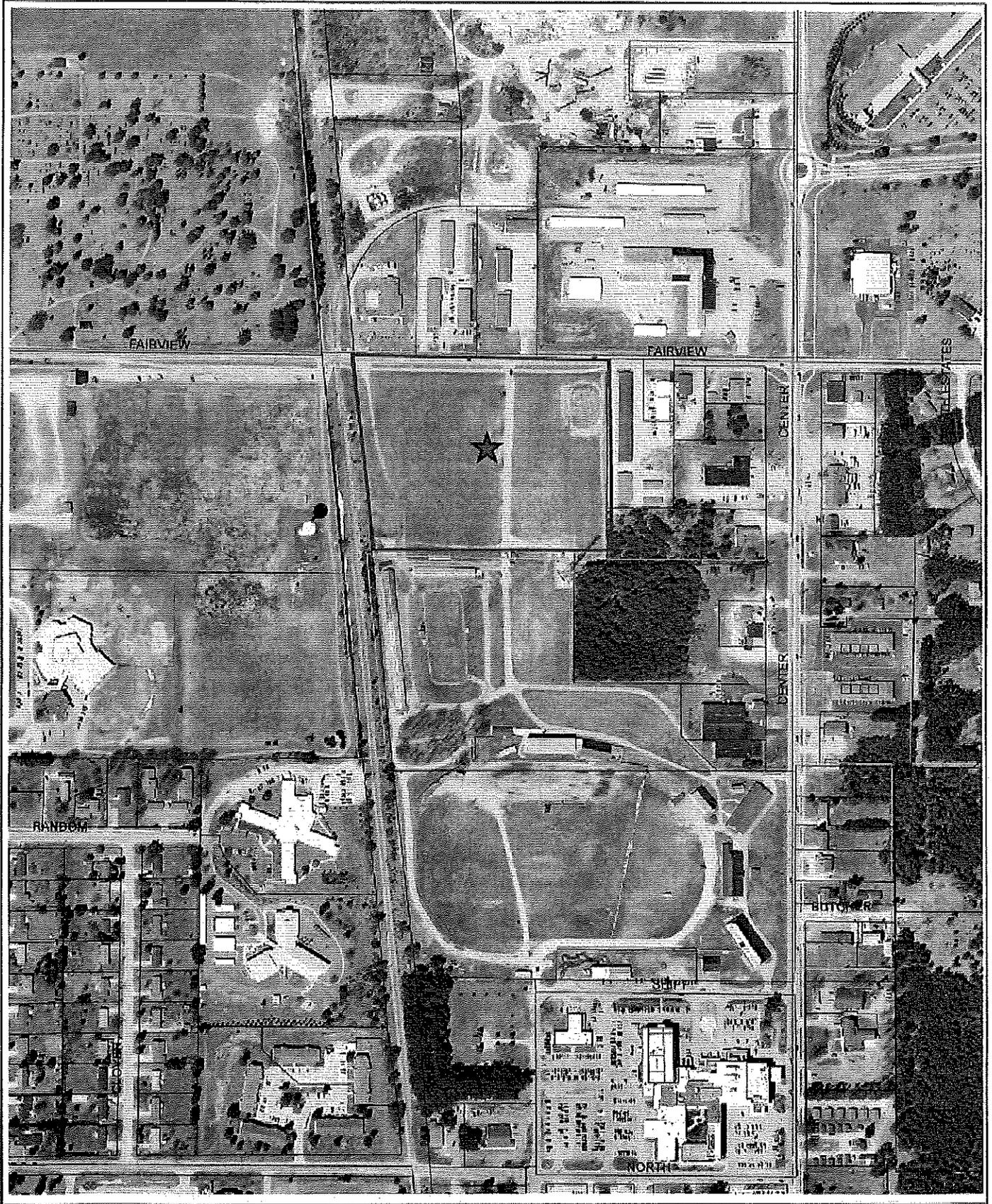
By: \_\_\_\_\_  
John M. Burt  
Its: Administrator

STATE OF MICHIGAN)

<sup>ss</sup>  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me, a notary public, in and for said County, personally appeared John M. Burt, Administrator for the County of Otsego, a Michigan municipal corporation, and acknowledged that he had read the foregoing Petition For Annexation and signed the same with consent and as the free act and deed of the County of Otsego, a Michigan municipal corporation.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_



# Fairgrounds Annexation

Scale: 1" = 400'

Date of Photography: Spring, 2014

