

January 28, 2020

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

Roll Call:

Present: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Consent Agenda:

Motion by Commissioner Julie Powers, seconded by Commissioner Rob Pallarito, to approve the Regular minutes of January 14, 2020, with attachments. Ayes: Unanimous. Motion carried.

Motion by Commissioner Julie Powers, seconded by Commissioner Rob Pallarito, to approve to 2020 updated Board of Commissioners meeting schedule. Ayes: Unanimous. Motion carried.

Motion by Commissioner Julie Powers, seconded by Commissioner Rob Pallarito, to approve OCR 20-05 Discharge of mortgage for Ned K. Walling and Brenda J. Walling.

Roll Call Vote:

Ayes: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Julie Powers, seconded by Commissioner Rob Pallarito, to approve the Otsego County Housing Committee reappointments of John LaFave and Steve Riozzi with both terms expiring 12-31-2022. Ayes: Unanimous. Motion carried.

Motion by Commissioner Julie Powers, seconded by Commissioner Rob Pallarito, to approve the Otsego County Parks and Recreation Commission reappointment of Justin Wind with a term expiring 12-31-2022. Ayes: Unanimous. Motion carried.

Motion by Commissioner Julie Powers, seconded by Commissioner Rob Pallarito, to approve the 2020 Remonumentation County Representative agreement. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Julie Powers, seconded by Commissioner Rob Pallarito, to approve the 2020 Wade Trim Remonumentation agreement. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Julie Powers, seconded by Commissioner Rob Pallarito, to approve the 2020 Brand Land Surveying LLC Remonumentation Agreement. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Julie Powers, seconded by Commissioner Rob Pallarito, to approve the Court appointed attorney contracts from January 1, 2020 to December 3, 2024. Ayes: Unanimous. Motion carried. (see attached)

Special Presentations:

Byce and Associates presented to the Board the feasibility study for the proposed Justice Complex Facility; proposed recommendation 120 beds with internal expansion built into the facility; location would be on S. Otsego Ave at the dog park location; anticipated total project duration 24 to 30 months; 27 million amount on the ballot; 1.95 mills.

Committee Report:

Motion by Commissioner Doug Johnson, seconded by Commissioner Julie Powers, to accept the feasibility study report from Byce and Associates and the proposed Otsego County Justice Complex facility plan. Ayes: Julie Powers, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown. Nays: Henry Mason. Motion carried.

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito, to approve OCR 20-04 Special Election for the Otsego County Justice Complex.

Roll Call Vote:

Ayes: Julie Powers, Henry Mason, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Paul Liss, to award the audit bid to Anderson Tackman and Company, PLC for the 2019 audit, plus a three-year extension for audit services. Ayes: Unanimous. Motion carried.

Administrator's Report:

Rachel Frisch reported the updated Board of Commissioners meeting scheduled was approved; full report from Byce and Associates regarding the Justice Complex in on the County website; bus garage roof is completed, paid for by 100% state funds; Economic alliance partnership meeting is 2-14-20 at 7:00 a.m.; Economic alliance pitch night is 4-6-20; household hazardous waste day is 5-3-2020 at the road commission; received Michigan Veterans trust fund grant.

Department Head Reports: None.

City Liaison, Township & Village Representative: None.

Correspondence:

Commissioner Ken Glasser received a letter from the DNR.

New Business:

Motion by Commissioner Duane Switalski, seconded by Commissioner Rob Pallarito, to approve the January 21, 2020 Warrant in the amount of \$108,578.89 and seven voided checks. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, seconded by Commissioner Henry Mason, to approve the January 28, 2020 Warrant in the amount of \$320,260.81 and sixteen voided checks. Ayes: Unanimous. Motion carried.

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Rob Pallarito reported the story lake purchase is complete; Pigeon River Counsel meeting.

Commissioner Ken Glasser attended the Library meeting, Jackie Skinner was selected as the next library director; attended the Road Commission meeting.

Commissioner Bruce Brown had no report.

Commissioner Paul Liss had no report.

Commissioner Duane Switalski had no report.

Commissioner Julie Powers attended SANE meeting.

Commissioner Henry Mason had no report.

Commissioner Doug Johnson thanked the criminal justice committee, Byce and Associates, Rachel Frisch and the Board of Commissioners.

Commissioner Ken Borton will be attending the State of the State in Lansing.

Meeting adjourned at 12:00 p.m.

Kenneth C. Borton, Chairman

Susan I. DeFeyter, Otsego County Clerk



2020
Board of Commissioners
Meeting Schedule

Second and fourth Tuesdays of each month
****(unless noted), beginning at 9:30 a.m., in Room 100,***
Otsego County Building, 225 West Main Street

- January 2 **(Organizational Meeting)*
- January 14
- January 28
- February 11
- February 25
- March 10
- March 24
- April 14
- April 28
- May 12
- May 26
- June 9
- June 23
- July 14
- July 28
- August 11
- August 25
- September 8
- September 22
- October 13
- October 27
- November 10
- November 24
- December 15 **(One Meeting Held This Month)*

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in Room 100 at the County Building, 225 W. Main St., Gaylord, Michigan on the 28th day of January, 2020 beginning at 9:30a.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Commissioner: _____.

RESOLUTION NO. OCR 20-05
AUTHORIZING RESOLUTION
OTSEGO COUNTY BOARD OF COMMISSIONERS

WHEREAS, the Otsego County Board of Commissioners is the owner of a property located at 10913 Lake Shore Drive, Gaylord, Michigan 49735 and has a mortgage recorded in the office of the Register of Deeds for Otsego County Michigan, in Liber 1323, Pages 36-49 in the name Ned K. Walling and Brenda J. Walling, husband and wife, and

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

RESOLVED, that Otsego County hereby issues a DISCHARGE OF MORTGAGE to Ned K. Walling and Brenda J. Walling, husband and wife, and be it further

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

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES: _____

NO: _____

ABSTAIN: _____

.....THE RESOLUTION WAS DECLARED ADOPTED.

Kenneth Borton, Chairman

Susan I. DeFeyter, County Clerk

STATE OF MICHIGAN)
§
COUNTY OF OTSEGO)

**OTSEGO COUNTY 2020 MONUMENTATION/REMONUMENTATION PROGRAM
AGREEMENT FOR COUNTY REPRESENTATIVE SERVICES**

1. Parties. This agreement made this Twenty-Eighth day of January, 2020, 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, 2020, and continue until December 31, 2020.

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

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

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

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

4. Compensation. The CONTRACTOR shall perform all work for the PROJECT for the total amount not to exceed **Two Thousand Two Hundred and 00/100 dollars (US \$2,200.00)**. 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, 2020.

 - B. Evaluation of all completed Land Corner Recordation Certificate(s). Such work to be completed by October 31, 2020.

 - 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, 2020.

 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 13, 2020.

 3. The Work Program for the following year. Such Work Program will be completed by November 30, 2020. 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: Rachel Frisch
Otsego County Administrator
225 West Main Street, Suite 203
Gaylord, Michigan 49735

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

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

AGREED to this Twenty-Eighth day of January, 2020, 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: _____
Rachel Frisch
Otsego County Administrator

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

Approved as to Form

Approved as to Form

**OTSEGO COUNTY 2020 MONUMENTATION/REMONUMENTATION PROGRAM
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Twenty-Eighth day of January, 2020, 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, 2020.

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 **Twelve Thousand Three Hundred Seven and 00/100 (US \$12,307.00)**. 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 12/31/2020.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 14, 2020**. 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 (17 total corners):
T31N, R04W – Elmira Township – 17 corners

<u>Code</u>	<u>Common Corners 4 will be coordinated</u>
D09,	
F09, F11	
G08, G11, G12	
Index code 005 (witness corner 1.545 chains South of G10)	
H11	
I01, I02, I03, I04	
J01, J03	
K01, K02	
L01	
Corners I01, J01, K01, L01 (common with I13, J13, K13, L13 of T32N R04W Charlevoix County)	

B. CORNERS TO BE MONUMENTED (17 total corners):

T31N, R04W – Elmira Township – 17 corners

<u>Code</u>	<u>Common Corners 4 will be coordinated</u>
D09,	
F09, F11	
G08, G11, G12	
Index code 005 (witness corner 1.545 chains South of G10)	
H11	
I01, I02, I03, I04	
J01, J03	
K01, K02	
L01	
Corners I01, J01, K01, L01 (common with I13, J13, K13, L13 of T32N R04W Charlevoix County)	

17 corners

4 common

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: Rachel Frisch
Otsego County Administrator
225 West Main Street, Suite 203
Gaylord, Michigan 49735

If to Wade Trim, Inc.: Brian Sousa, P.E.
Wade Trim Inc. Vice-President
4241 Old US 27 S., Suite 1
PO Box 618
Gaylord, Michigan 49734

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

AGREED to this Twenty-Eighth day of January, 2020 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, Wade Trim Inc.

Approved as to Form

Approved as to Form

By: _____
Rachel Frisch,
Otsego County Administrator

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

**OTSEGO COUNTY 2020 MONUMENTATION/REMONUMENTATION PROGRAM
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Twenty-Eighth day of January, 2020, 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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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 12/31/2020.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 14, 2020**. 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 (17 total corners):

T31N, R04W – Elmira Township – 17 corners

Code Common Corners 4 will be coordinated

C3, C4

D3, D7

E01, E02, E03, E04

F01, F03

G01, G02, G03, G04, G06

H01, H03

Corners E01, F01, G01, & H01 (common with E13, F13, G13, H13 of T32N R04W Charlevoix County)

B. CORNERS TO BE MONUMENTED (17 total corners):

T31N, R04W – Elmira Township – 17 corners

Code Common Corners 4 will be coordinated

C3, C4

D3, D7

E01, E02, E03, E04

F01, F03

G01, G02, G03, G04, G06

H01, H03

Corners E01, F01, G01, & H01 (common with E13, F13, G13, H13 of T32N R04W Charlevoix County)

17 corners

4 common corners

C. Project Details. RESEARCH shall consist of a thorough investigation of all available sources and include copies of pertinent supporting documents and data. REMONUMENTATION shall consist of field reconnaissance of existing monumentation and references; any required measurements or calculations; a Land Corner Recordation Certificate; presentation to, and acceptance of, the Otsego County Peer Review Group; placement of an Otsego County Monument provided by the COUNTY, and a record of the date of completion of specific tasks on a form provided by the COUNTY. The COUNTY will record all Land Corner Recordation Certificates after acceptance by the Otsego County Peer Review Group. COORDINATES shall consist of 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: Rachel Frisch
Otsego County Administrator
225 West Main Street, Suite 203
Gaylord, Michigan 49735

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

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

AGREED to this Twenty-Eighth day of January, 2020, 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: _____
Rachel Frisch,
Otsego County Administrator

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



Board of Commissioners
225 West Main Street • Gaylord, Michigan 49735
Phone: 989-731-7520 • Fax: 989-731-7529

46th CIRCUIT COURT OTSEGO DEFENSE CONTRACT
87-A DISTRICT COURT OTSEGO DEFENSE CONTRACT

January 1, 2020 – December 31, 2024

The County of Otsego (the County) and Gary L. Gelow, PLLC (Contract Attorney) agree as follows:

1. That Gary L. Gelow, (hereinafter "Contract Attorney") shall provide legal representation to all indigent parties charged with offenses cognizable in the Otsego County Court System (understood by all parties to include the circuit, district, and probate courts of Otsego County Michigan only) pursuant to MCR 6.101.
 - a. Legal representation shall be provided by and through the Contract Attorney through a series of subcontracts with various attorneys and/or law firms. Otsego County and the Otsego County Courts, by and through its Chief Judges, retain the right to approve or reject any of the subcontractors tendered by and through this instant agreement.
 - b. Contract Attorney and all subcontractors are required to comply with all approved Michigan Indigent Defense Commission (MIDC) Standards and to work in conjunction with the County on preparing for proposed new requirements set forth by MIDC.
2. Once appointed on a case, Contract Attorney shall remain the attorney-of-record until the conclusion of the case unless the Court permits substitution of counsel.
3. The Contract Attorney shall have a process in place to screen cases to avoid conflicts and ensure that parties are appointed the same attorney for all pending matters. Contract Attorney is also required to screen each appointment for conflicts before filing an appearance. If a conflict is discovered, Contract Attorney must resolve conflicts to ensure legal representation is present at the scheduled hearing so the hearing can proceed as scheduled. In situations where there is a conflict or potential conflict of interest between a contract client and a potential retained client, Contract Attorney agrees that the contract client shall take precedence, provided that no retainer agreement has been signed prior to the assignment of the contract client. Contract Attorney has no obligation to terminate an existing attorney-client relationship.
4. Contract Attorney shall meet with each Defendant prior to the arraignment to review the Defendant's rights and matters related to pretrial release (risk to public safety and likelihood of appearing for court); and shall be prepared to address bond at the arraignment. Meetings shall occur in confidential meeting spaces at the court or at the jail or via polycom or other acceptable video conference approved by the Court.

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5. Pursuant to MIDC Standard 2, Contract Attorney shall meet with all in-custody clients within three days after receiving notice of the appointment. Contract Attorney shall initiate contact with all other clients within 3 days of appointment to schedule an initial meeting; and shall meet with all clients prior to each hearing. If Contract Attorney intends to meet with clients at the courthouse before court, he must allow ample time to do so without being late for scheduled hearings. Contract Attorney shall meet with local in-custody clients at the jail in advance of scheduled hearings.
6. Contract Attorney shall comply with the Michigan Rules of Professional Conduct at all times while providing legal representation pursuant to this contract. Contract Attorney is responsible for providing appropriate representation for his clients, including communicating with clients, advising clients of their rights, investigating the case, interviewing witnesses, conveying all plea offers, assisting clients in determining the appropriate defense and/or course of action, explaining potential outcomes and consequences, filing and responding to motions in a timely manner, and advocating for the client in court. Contract Attorney shall be in the courtroom on time, appropriately dressed for court, and be prepared for all scheduled hearings.
7. Pursuant to MIDC Standard 3, Contract Attorney shall request funds to retain an investigator to assist with the client's defense when appropriate, and shall request assistance of experts where it is reasonably necessary to prepare the defense and rebut the prosecution's case. Requests shall be made in writing and directed to the Program Administrator. Requests shall include detail to allow the program coordinator to make an informed decision. If Contract Attorney believes a request has been unreasonably denied, he may file a motion with the Court.
8. Contract Attorney has an affirmative obligation to review an indigent defendant's financial status and advise the appropriate presiding judge in the event the Contract Attorney determines that a defendant is not entitled to court-appointed counsel for lack of indigence.
9. Contract Attorney shall maintain professional liability insurance in the amount of not less than \$400,000 per claim and \$1,000,000 aggregate throughout the term of this contract and shall provide annual written proof of same to the Program Administrator.
10. Pursuant to MIDC Standard 1, Contract Attorney shall meet the following requirements:
 - a. Possess reasonable knowledge of substantive Michigan and federal law, constitutional law, criminal law and procedure, rules of evidence, court rules, ethical rules, and local practices.
 - b. Stay abreast of changes and developments in the law.
 - c. Possess reasonable knowledge of the forensic and scientific issues that can arise in a criminal case, the legal issues concerning defenses to a crime, and be reasonably able to effectively litigate those issues.
 - d. Possess reasonable ability to use office technology commonly used in the legal community and within the local court system, and have the ability to thoroughly review materials that are presented in an electronic format.
 - e. Complete a minimum of 12 hours of continuing legal education related to criminal law each year. The County will pay the conference fee plus necessary travel expenses for the annual CDAM conference; or will reimburse the cost of attendance at other pre-

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approved alternatives as necessary for Contract Attorney to meet this requirement. Written proof of completion shall be provided to the Program Administrator within 30 days after attendance at any educational activity.

11. Otsego County does hereby agree that the Contract Attorney shall be compensated for services rendered at these rates:

January 1 – December 31, 2020	\$11,361.14 per month
January 1 – December 31, 2021	\$12,156.42 per month
January 1 – December 31, 2022	\$13,007.38 per month
January 1 – December 31, 2023	\$13,917.81 per month
January 1 – December 31, 2024	\$15,309.69 per month

- a. The monthly payment shall be made in advance, commencing on or about January 1, 2020, and continuing through each and every month thereafter during the term of the contract, based on Otsego County's warrant (check disbursement) schedule.
- b. Contract Attorney will begin tracking all hours worked on court appointed assignments so that future contracts can be converted to an hourly rate for the proposed new standards set forth by MIDC.
12. Contract Attorney shall submit to Program Administrator, monthly vouchers with itemized time sheets at the end of each month for services rendered pursuant to the contract. Time shall be billed in quarter-hour increments. Vouchers shall also include the number of new appointments received, number of cases closed for each case type, and number of in-custody arraignments during each billing period. The County will provide the required forms. Vouchers must be submitted by the 10th of each month for the previous month.
13. Court ordered appointment shall, pursuant to the provision of this contract, apply only to those circumstances where Michigan Constitution, Michigan statutes, or Michigan Rules of Court require the appointment of counsel.
14. The parties agree that either party to the instant contract may be cancelled without liability upon ninety (90) days written notice.

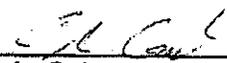
Dated: _____

Ken Borton, Otsego County Board of Commissioners Chairman

Dated: _____

Rachel Frisch, Otsego County Administrator

Dated: 1-21-2020


Gary L. Gelow, Contract Attorney



Board of Commissioners
225 West Main Street • Gaylord, Michigan 49735
Phone: 989-731-7520 • Fax: 989-731-7529

OTSEGO COUNTY PROBATE/FAMILY COURT DEFENSE CONTRACT

January 1, 2020 – December 31, 2024

The County of Otsego (the County) and Gary L. Gelow, PLLC (Contract Attorney) agree as follows:

1. That Gary L. Gelow, (hereinafter "Contract Attorney") shall provide legal representation to all indigent parties charged with offenses cognizable in the Otsego County Court System (understood by all parties to include the circuit, district, and probate courts of Otsego County Michigan only) pursuant to MCR 6.101. The Contract Attorney shall provide representation to all minors whose parents or guardians are indigent and who are charged with criminal offenses. Further, the Contract Attorney shall provide legal representation to all parties who are indigent and are involved in a matter or allegation of abuse and/or neglect of a minor child, or who are involved in protective proceedings (DD, MI, LIP, etc.).

Legal representation shall be provided by and through the Contract Attorney through a series of subcontracts with various attorneys and/or law firms. All provisions of this contract apply to any and all subcontractors. Otsego County and the Otsego County Courts, by and through its Chief Judges, retain the right to approve or reject any of the subcontractors tendered by and through this instant agreement.

2. Once appointed on a case, Contract Attorney shall remain the attorney-of-record until the conclusion of the case or the Court permits substitution of counsel.
3. The Contract Attorney shall have a process in place to screen cases to avoid conflicts and ensure that parties are appointed the same attorney for all pending matters. Contract Attorney is also required to screen each appointment for conflicts before filing an appearance. If a conflict is discovered, Contract Attorney must resolve conflicts to ensure legal representation is present at the scheduled hearing so the hearing can proceed as scheduled. In situations where there is a conflict or potential conflict of interest between a contract client and a potential retained client, Contract Attorney agrees that the contract client shall take precedence, provided that no retainer agreement has been signed prior to the assignment of the contract client. Contract Attorney has no obligation to terminate an existing attorney-client relationship.
4. Contract Attorney shall comply with the Michigan Rules of Professional Conduct at all times while providing legal representation pursuant to this contract. Contract Attorney is responsible for providing appropriate representation for his clients, including communicating with clients, advising clients of their rights, investigating the case, interviewing witnesses, conveying all plea offers, assisting clients in determining the

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appropriate defense and/or course of action, explaining potential outcomes and consequences, filing and responding to motions in a timely manner, and advocating for the client in court. Contract Attorney shall be in the courtroom on time, appropriately dressed for court, and be prepared for all scheduled hearings.

5. Contract Attorney has an affirmative obligation to review an adult indigent defendant's financial status and advise the appropriate presiding judge in the event the Contract Attorney determines that a defendant is not entitled to court-appointed counsel for lack of indigence.
6. Contract Attorney shall maintain professional liability insurance in the amount of not less than \$400,000 per claim and \$1,000,000 aggregate and shall provide annual written proof of same to the Otsego County Judicial System.
7. Contract Attorney shall meet the following requirements:
 - a. Possess reasonable knowledge of substantive Michigan and federal law, constitutional law, rules of evidence, court rules, ethical rules, and local practices.
 - b. Stay abreast of changes and developments in the law.
 - c. Possess reasonable ability to use office technology commonly used in the legal community and within the local court system, and have the ability to thoroughly review materials that are presented in an electronic format.
 - d. Complete training pursuant to the Child Abuse Prevention and Treatment Act and MCL 712A.17d.
8. Otsego County does hereby agree that the Contract Attorney shall be compensated for services rendered at the following rates:

January 1 – December 31, 2020	\$2,164.03 per month
January 1 – December 31, 2021	\$2,315.51 per month
January 1 – December 31, 2022	\$2,477.60 per month
January 1 – December 31, 2023	\$2,651.03 per month
January 1 – December 31, 2024	\$2,916.13 per month

- a. The monthly payment shall be made in advance, commencing on or about January 1, 2020, and continuing through each and every month thereafter during the term of the contract, based on Otsego County's warrant (check disbursement) schedule.
9. Contract Attorney shall submit monthly invoices at the end of each month for services rendered pursuant to the contract. Invoices must be submitted by the 10th of each month for the previous month.
10. Court ordered appointment shall, pursuant to the provision of this contract, apply only to those circumstances where Michigan Constitution, Michigan statutes, or Michigan Rules of Court require the appointment of counsel.
11. Those appointments which are made during the term of this instant contract shall be completed through final disposition without additional compensation irrespective of the cancellation, revocation, or non-renewal of this instant contract.

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12. The Contract Attorney shall serve as liaison to the Chief Judges of the Otsego County Courts regarding the administration and/or procedural matters involved in the administration of this instant contract.
13. The parties agree that either party to the instant contract may be cancelled without liability upon ninety (90) days written notice.

Dated: _____

Ken Borton, Otsego County Board of Commissioners Chairman

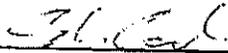
Dated: _____

Rachel Frisch, Otsego County Administrator

Dated: _____

Michael K. Cooper, Otsego County Probate Judge

Dated: 1-21-2020



Gary L. Gelow, Contract Attorney

**COUNTY OF OTSEGO RESOLUTION OCR 20-04
CALLING A SPECIAL ELECTION
FOR THE PURPOSE OF SUBMITTING TO THE OTSEGO COUNTY ELECTORS A
QUESTION OF WHETHER THE COUNTY MAY LEVY 1.95 MILLS FOR TWENTY
(20) YEARS, BEGINNING WITH THE DECEMBER 1, 2020 TAX LEVY
FOR THE PURPOSE OF CONSTRUCTING, OPERATING, EQUIPPING AND
FURNISHING A NEW OTSEGO COUNTY JUSTICE COMPLEX**

At a board meeting of the Board of Commissioners of the County of Otsego, Michigan, held on the 28th day of January, 2020, at 9:30 a.m., Eastern Time, in Room 100 at the Otsego County Building, 225 West Main St., Gaylord, Michigan there were:

PRESENT: _____

ABSENT: _____

The following preambles and resolutions were offered by _____ and seconded by _____.

WHEREAS, the County of Otsego, Michigan (the "County") has deemed it necessary to construct, operate, furnish and equip a new Otsego County Justice Complex (the "Project"); and

WHEREAS, to finance such Project it will be necessary to levy a millage of 1.95 mills for 20 years; and

WHEREAS, based on estimates and projections, the Otsego County Board of Commissioners has determined that it will be necessary to submit a millage proposition to County voters for approval of a millage to cover the costs of constructing, furnishing, equipping and operating the Project; and

WHEREAS, the Otsego County Board of Commissioners desires to call a special election for Tuesday, May 5, 2020 (the "Special Election") to submit the millage proposition to the electors of Otsego County.

WHEREAS, the County Clerk must publish a Notice of the last day of Registration and a Notice of Proposal to be submitted at the Special Election which must include the final language of the millage proposition; and

WHEREAS, the County Board of Commissioners desires to approve the language of such millage proposition and authorize the County Clerk to proceed with the necessary notices for such Special Election.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OTSEGO, STATE OF MICHIGAN, as follows:

1. The County shall submit to the electors residing within the boundaries of the County of Otsego the millage proposition set forth in paragraph 3 below at the Special Election on Tuesday, May 5, 2020.
2. The County Clerk shall cause a Notice of Registration and a Notice of Proposal to be submitted at the Special Election to be published as required by law.
3. The Board of Commissioners certifies to the County Clerk the following proposition which shall be submitted to the electors of the County of Otsego at the Special Election on Tuesday, May 5, 2020:

**A PROPOSAL TO LEVY A NEW MILLAGE OF 1.95
MILLS TO CONSTRUCT, OPERATE, FURNISH AND EQUIP
THE NEW OTSEGO COUNTY JUSTICE COMPLEX**

For the purpose of providing funds to construct, operate, furnish and equip the Otsego County Justice Complex, shall the constitutional tax rate limitation on general ad valorem taxes upon all property within the County of Otsego, Michigan, be increased by up to 1.95 Mills (\$1.95 per \$1,000 of taxable value), for a period of twenty (20) years, 2020 through 2039, both inclusive.

If approved and levied in full, this millage will raise an estimated \$2,539,609 in the first calendar year of the levy based on taxable value. By law, the City of Gaylord Downtown Development Authority (DDA) may capture and retain only that portion of the millage which is collected from the properties located within the defined DDA District boundaries.

4. The Otsego County Clerk shall take all actions required by law to call the Special Election on May 5, 2020.
5. The Special Election shall be held in accordance with the General Election Laws of the State of Michigan.
6. The proposition to be voted in the ballot to be used in the Special Election for the purpose of submitting the foregoing proposition to electors shall be substantially in the form set forth in Appendix A.
7. The County Clerk is authorized to take whatever action is necessary under the Election Laws of the State of Michigan to notify electors of the County of Otsego of the proposition being submitted at the May 5, 2020 Special Election and of the last day of registration therefore. The Clerk shall cause appropriate registration and election notices to be published as required by the State Election Law in The Gaylord Herald Times, Gaylord, Michigan a newspaper of general circulation in the County.

