

FREMONT AREA FIRE AND EMERGENCY SERVICES AGREEMENT

This Fremont Area Fire and Emergency Services Agreement is made as of _____, 2002, among the City of Fremont, a Michigan home-rule city, the general business address of which is 101 E. Main St., Fremont, MI 49412-1287 (the "City"); the Township of Bridgeton, a Michigan general law township, the general mailing address of which is 12350 Pike Ave., Grant, MI 49327-9792 ("Bridgeton Township"); the Township of Dayton, a Michigan general law township, the general mailing address of which is 1725 S. Stone Rd., Fremont, MI 49412-9674 ("Dayton Township"); the Township of Garfield, a Michigan general law township the, general mailing address of which is 7121 Bingham Ave., Newaygo, MI 49337-9721 ("Garfield Township"); the Township of Sherman, a Michigan general law township, the general mailing address of which is P.O. Box 153 Fremont, MI 49412-9747 ("Sherman Township"); and the Charter Township of Sheridan, a Michigan charter township, the general mailing address of which is P.O. Box 53, Fremont, MI 49412-0053 ("Sheridan Township"), hereinafter "parties."

RECITALS

A. Pursuant to the Urban Cooperation Act, Public Act No. 7 of the Extra Session of 1967, as amended, MCL 125.501 *et seq.*, ("Act 7") the parties may make intergovernmental agreements to provide for municipal services, including fire fighting and other emergency services.

B. The parties are parties to individual agreements executed in 1978 pursuant to which the City has provided fire fighting and other emergency services in the townships that are a party to this Agreement (the "Townships") and the parties wish to terminate those agreements and replace with this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in exchange for the consideration in and referred to by this Agreement, the parties agree as follows:

1. Services. The City shall provide the following fire and emergency services (the "Services") to property located within the City and within the service areas depicted in the attached Appendices A and B and described in the attached Appendix C, of which appendices are incorporated by reference (collectively referred to as the "Service Areas" and individually referred by reference to the party in whose jurisdiction the area lies, *e.g.*, the "Bridgeton Township Service Area" is that service area lying within Bridgeton Township):

Fire Suppression:

- Buildings and structures
- Electrical
- Appliances
- Chimneys/silos
- Woods/brush
- Fields/grass/hay
- Smoke investigations
- Vehicles (personal, commercial, farm)
- Controlled burns
- Illegal burns
- Building materials
- Trash/dumpsters

Accidents & Rescues:

- Personal injury accidents
- Vehicles (with no smoke or fire danger)
- Search and rescue operations
(as requested by City/County/State Police)
- Boats and other water rescues
- Ice Rescues
- Industrial & Agricultural accidents & rescue from equipment
- Confined space rescues
- Aircraft crashes & related situations

Medical First Responder:

First Responder medical assists to Life EMS (or other ambulance service under contract with Newaygo County) for medical emergencies when Life EMS is unacceptably delayed, unavailable or when additional assistance is requested. This does not include patient transport or the availability of emergency medical technicians (EMT's) or advanced life support (ALS).

Miscellaneous Other Services:

- Carbon monoxide checks
- Alarms/false alarms
- Wires down/power pole down/wires arcing/transformer fire
- Gas leaks (both natural and propane)
- Fuel/oil spills and other hazardous materials situations
- Establish landing zones for Lifeflight Helicopter at remote locations (accidents/rescues)
- Response or station fill-in on mutual aid with neighboring departments
- Drowning (assist with recovery of bodies)
- Severe weather observation and standby
- Conduct tours and provide educational opportunities for students, businesses and residents
- Explosives/explosions

The Services specifically do not include any of the following:

- Ambulance or patient transport services
- Emergency Medical Technicians (EMT's)
- Advanced Life Support (ALS)
- Fire Code Enforcement or Building Inspections

No new services may be added, no services may be curtailed and no alteration to any Service Area may occur except by an amendment to this Agreement executed by all parties pursuant to a resolution adopted by the governing body of each party. In case of any discrepancy between the depiction of any Service Area in Appendix A or B and its description in Appendix C, the description in Appendix C shall control.

2. Costs. The following defines the costs of the Services to be provided by the City pursuant to this Agreement and sets forth those that are allocable among the parties and those that are to be paid by the City.

(a) Operational Costs. The following costs incurred by the City to provide the Services shall be accounted for and allocated for payment by the parties as provided in this paragraph:

- (1) Salaries and wages
- (2) State and federal payroll taxes
- (3) Worker's disability compensation insurance
- (4) Insurance premiums and deductibles (property, vehicle, liability & worker's comp.)
- (5) Supplies and materials
- (6) Professional and contractual services (equipment maintenance contracts)
- (7) Legal expenses (attributable to the Fire Department)
- (8) Communications systems and equipment (mail, e-mail, answering machine, faxes, telephone system, portable radio system, cellular phones, pagers, etc.)
- (9) Transportation and organizational dues
- (10) Utilities (electric & gas)
- (11) Repair and maintenance of vehicles and equipment
- (12) Equipment rental (to Revolving Equipment Fund for vehicle purchases)
- (13) Training
- (14) Capital outlay (for operating equipment purchases other than vehicles)

(b) Mutual Aid Costs. Costs for the provision of mutual aid to surrounding departments is considered incidental and included in the above line items.

(c) Administrative Costs. The City shall provide the following Administrative Services at no direct charge to the contracting entities. The City shall have sole authority and control over the provision of the following administrative services:

- (1) Accounting / bookkeeping
- (2) Accounts payable / receivable
- (3) Billings / collections of reimbursements and fees for services (As noted in paragraph 6, "Assessing Other Persons for Services", however, an administrative fee will be assessed for the collection of service fees from service recipients.)
- (4) Budgeting
- (5) Annual independent audit
- (6) Purchasing program for equipment and supplies
- (7) Securing suitable financing mechanisms for major equipment purchases (the re-payment of any debt under the Revolving Equipment Fund, however, is a chargeable cost to the cost-sharing provisions of this Agreement)
- (8) Personnel administration (recruitment, hiring, disciplinary actions, discharge)
- (9) Payroll administration
- (10) Records management / retention / disposal
- (11) Computer network to accomplish the above administrative services
- (12) General administration and oversight of Fire Department operations

(d) Department Budget Authority. The preparation of the proposed Fire Department Annual Budget is the responsibility of the City Manager and the Fremont City Council has the sole authority and responsibility for review and adoption of the final Fire Department Annual Budget. There shall be no obligation or requirement by the City to include any or all of the review or recommendations made by the Committee regarding the final Fire Department Annual Budget, and the City shall be and is hereby declared free to use or disregard all or any part of the review and recommendations made by the Committee.

3. Budget Preparation and Review. The annual City budget for the Services shall be subject to the parties' review and comment as provided in this paragraph. The parties intend this budget preparation and review procedure to further four objectives: (i) to provide the Townships meaningful input (*i.e.*, well before the City's budget is completed or approved) into the City's fire services budget; (ii) to provide the Townships reliable information upon which to make their own annual budgeting decisions so the costs they incur pursuant to this Agreement can be collected and paid; (iii) to enhance the Services; and (iv) to ensure reasonable costs paid by the parties for the Services.

(a) Fire Advisory Committee. There is hereby formed a Fire Advisory Committee ("Committee") to advise City officials on the annual fire services budget and to monitor and advise the City regarding the Services. The Committee shall be advisory and shall have no authority to enter into contracts, incur expenses, expend funds, make policies or procedures, or to direct any activities of the Fire Department or any City officer or employee. The City shall make available to members of the Committee any information about the Fire Department, the Services, the costs of the Services, the budget for the Services, etc., that is requested by a majority of the Committee except such information about Fire Department personnel that is clearly personal and confidential (such as medical records and Social Security numbers.)

(1) Membership. The governing body of each of the parties shall appoint one member to the Committee, who shall serve without compensation. In addition, the City Manager (or the City Manager's designee) and the City Fire Chief shall serve as members

of the Committee. The appointed members of the Committee shall serve at the pleasure of their respective appointing bodies and may be removed by them at anytime without hearing and without reason. The appointing bodies shall fill vacancies.

(2) Officers and Procedures. A majority of the members of the Committee shall constitute a quorum and it may take any permitted actions by vote of a majority of those members present at any meeting at which a quorum is present. Its business shall be conducted pursuant to Robert's Rules of Order, except to the extent the Committee adopts other parliamentary rules. The Committee shall annually elect a chair, a vice chair and a secretary. The Chair or Vice-Chair and any three other members may call special meetings. All meetings shall be held in compliance with Michigan's Open Meetings Act, MCL 15.261 *et seq.* The Committee shall meet at least quarterly, unless by consensus a meeting is deemed not necessary, and at such other regular times as the Committee decides at that annual meeting. Unless another member is appointed to do so or the City provides a staff member to do so, the Secretary shall keep the minutes.

(3) Duties. At its meetings, the Committee shall review costs for providing the Services and make any recommendations thereon, including, without limitation, recommendations for recovery of those costs by billing other parties. The Committee shall also review and make recommendations concerning the budget for the Services. It shall also review any aspects of the Services and make recommendations for improvements or other changes.

(b) Annual Budget Review. Not later than one week prior to the annual March meeting of the Committee, the City shall provide to all of the members of that Committee a copy of a draft of the proposed budget for the Services for the succeeding City fiscal year, together with such supporting information as is reasonably needed to understand and review the proposed budget. At its March meeting, the Committee shall make recommendations about the proposed budget to the City Manager. The City Manager shall review those recommendations and, not later than the following April 1, submit to the Township Board of each of the Townships a proposed budget for the Services showing each Township's allocated share of the budget in accordance with this Agreement. This shall also apply to any proposed budget amendments during the year.

4. Cost Sharing. The costs of the Services shall be allocated among and paid by the parties as follows:

(a) Cost-Sharing Formula. Each party's annual payment for the Services shall be computed using the following weighted-average funding formula:

<u>Formula Element</u>	<u>Weight</u>
Service Area Population	30%
Taxable Value of Real Property in Service Area	30%
3-Year Fire Activity Average	<u>40%</u>
Total:	100%

The data tables for the first year of this Agreement are contained in the attached Appendix D, which is incorporated by reference.

(b) Cost Sharing Definitions. The above elements of the cost-sharing formula are further defined as follows:

(1) Population means the population of the party's Service Area according to the most recent U.S. Census Bureau Decennial Census expressed as a percentage of the total population of all the Service Areas. The Parties shall agree on a reasonable estimate for

those portions of a Service Area for which specific Census data is unavailable. The current population counts are from the 2000 Census.

(2) The Taxable Value of real property in a Service Area means the Taxable Value for a calendar year (determined in accordance with the General Property Tax Act and the rules promulgated by the State Tax Commission for *ad valorem* and *industrial facilities* tax purposes) of all the real property within the Service Area of each Party expressed as a percentage of the total Taxable Value of all the real property in all the Service Areas. It includes only real property, not personal, on both the Ad Valorem and Industrial Facilities Tax (IFT- tax abated property) rolls. For example, the cost-sharing formula for Services in calendar year 2001, which would have been billed to the parties in spring, 2002, would have been based on the Taxable Values of Service Areas established as of December 31, 2000.

(3) Three-year fire activity average means the number of fire and emergency runs made to a Service Area over the last three calendar years, expressed as a percentage of the total fire and emergency services activity of all the Service Areas within the same time period. For example, for the billing of calendar year 2001 services in spring, 2002, the fire activity from calendar years 1999, 2000 and 2001 would have been used. This 3-year average would be updated annually to add the most recently completed calendar year and drop the oldest calendar year. Annual fire activity shall be the equally-weighted average of the following three factors:

- (i) Number of fire and emergency runs in each contracting jurisdiction for that calendar year
- (ii) Number of total trucks dispatched from the Fire Station to serve each contracting entity for that calendar year
- (iii) Number of firefighter person-hours to serve each contracting entity for that calendar year

(c) Credit for Revenues Received. Credit shall be made against expenses subject to the cost-sharing formula for receipt by the City of miscellaneous revenues including, but not limited to, grants, gifts and bequests specifically designated for expenses associated with the direct provision of Services under this Agreement, and reimbursements, fees and other billings for Services provided under this Agreement. Revenues derived from fundraising events sponsored by Fire Department personnel shall not be considered as credits for revenues received.

(d) Audits. The City shall provide the parties an annual independent audit of the revenues and expenditures of the City Fire Department as contained in the City's regular annual audited financial statements for the entire operations of the City. No additional audit shall be required. However, if any party wishes to undertake an independent audit, the City shall cooperate with the independent auditor. Any independent audit of expenditures for Fire Department purposes shall be specifically limited to those items contained in the audit of the City relating only to Fire Department expenses for the Services provided under the terms of this Agreement and shall not include a review of any of the administrative costs as described in paragraph 2(c) of this Agreement. The City reserves the right to review and challenge the results of such an independent audit in a manner determined by the City. If the audit discloses discrepancies in the favor of the party or parties undertaking the audit in the amount of five percent (5.0%) or more of the total annual Fire Department expenditures subject to audit, and the City agrees with the independent auditor's findings, then the City shall make the required adjustments and reimburse the cost of that audit. If no such discrepancy is found, such party(ies) shall reimburse the reasonable costs incurred by the City to cooperate with that audit. All audits shall be made by certified public accountants.

5. Annual Billings. On or about February 15 of each year, the City shall prepare and send to each party the annual billing for Services provided during the previous calendar year based on the above formula as applied to the most recently completed City fiscal year's audited expenditures. Payment of the billings shall be due by April 1 of the year billed. Late payments of billings shall be subject to penalties and remedies as provided in paragraph 10 of this Agreement.

6. Assessing Other Persons for Services.

(a) The parties agree to evaluate the pursuit of the assessment of other persons for certain costs for Services such as, but not limited to, the following:

- (1) Non-emergency assistance to Life-EMS by the Fire Department's First Responder Unit
- (2) First Responder services to assist Life-EMS that are later determined to be unnecessary due to Life-EMS's administrative staging of vehicles in other geographic areas of the County, lack of sufficient response vehicles or staff based on call demands, or other similar situations
- (3) Recipients of Department services who are neither residents of the service area nor entities or businesses based in the service area, for emergency services such as traffic accidents, marine rescues, etc.
- (4) Responses to hazardous materials spills, contamination and other like services
- (5) Parties with excessive numbers of false alarms

The parties shall ascertain the legal possibility of such charges, including any required ordinance changes, and shall ascertain their cost effectiveness, including provisions for reimbursing for costs to implement such cost recovery. To the extent they can be legal and cost effective, the parties agree to consider the implementation of such assessments. Parties also agree that if the City is to implement such assessments, then the City Manager reserves the right to review and approve any charges or the administration of same.

(b) Incident reports shall be provided on a semi-monthly basis to the Townships.

(1) Said incident reports shall, at a minimum, include the following:

- (i) Incident location- property address, or, in the case of a vehicle accident, the street name, nearest cross street and approximate block (i.e., 6000 block of 104th Street)
- (ii) Type of incident and service rendered
- (iii) Property owner's name and address, including city and zip code
- (iv) Vehicle owner's name and address, including city and zip code
- (v) Driver's name and address (if different than the owner,) including city and zip code
- (vi) Cost of the emergency run, including both personnel costs and vehicle rental rates
- (vii) Name and address of a parent or legal guardian, if the person requiring service is a minor.

(2) Failure of the City to provide said incident reports and complete information may result in the City being held accountable for the costs of such incidents. Townships agree to provide the City notice, within thirty (30) days of receipt of the reports from the City, of any discrepancies or missing information on said reports. Townships will allow the City the opportunity to respond with corrected or missing information within fifteen (15) days of the City's receipt of said notice by the Townships. If the information is

acceptable to the Townships, the City shall not be held accountable for the costs of such incidents.

7. **Ownership.** Except as otherwise specifically agreed in writing by the City before its acquisition, the City shall be the sole owner of all property and equipment used to provide the Services, regardless of the source of funds used to acquire that property and equipment.

8. **Insurance and Indemnification.**

(a) **Insurance.** The City shall obtain and maintain a policy or policies of general liability insurance in a minimum coverage amount of \$5,000,000 per occurrence, with a \$5,000,000 aggregate limit and on which the other parties shall be named as additional insureds and certificate holders. The City shall also obtain and maintain no-fault vehicle insurance in such minimum amounts. Such insurance shall provide that it may not be terminated or coverage limits changed without at least 30-days prior written notice to all the parties. Upon request, the City shall provide the parties copies of such policies and certificates showing premiums have been paid and that the coverage complies with this requirement. Finally, the City shall obtain and maintain workers' disability compensation insurance as required by law.

(b) **Indemnification.** To the extent not otherwise prohibited by law, the City shall hold the other parties (including for purposes of this paragraph their officers and employees) harmless, indemnify them for, and defend them (with legal counsel reasonably acceptable to them) against, any cause of action, claim, damage, accident, injury or liability that may arise as a result of the ownership, construction, maintenance or operation of the property, facilities, programs or services of the Department or the provision of the Services. In those circumstances where the City has acted at the direction of another party or parties to this Agreement and such action results in liability being incurred by the City, then the directing Party or Parties shall also be liable and not be indemnified by the City. This indemnification shall be in addition to any insurance coverage required by the subparagraph (a) of this paragraph.

9. **Term and Termination.**

(a) **Term.** The term of this Agreement shall be for a period of one year, coinciding with the City's fiscal year (July 1st - June 30th), from and after July 1, 2002, and thereafter continuing for successive terms of one year each, unless and until terminated by formal action of the governing body of any contracting Party hereto and the submission of a written notice of such termination to the City Clerk not later than March 31.

(b) **Obligations Upon Termination.** Upon termination by a party, that party shall remain responsible for the timely payment by the April 1st due date of the assessed costs for services rendered to that party for the recently completed fiscal year. The City shall remain responsible for any unchallenged results of any special audits under subparagraph 4 (d) and for claims and losses under paragraph 8 for which the City is found to be ultimately liable and as permitted or required under applicable statutes of limitations.

10. **Remedies.**

(a) **Discontinuing Service.** The non-payment of allocated costs by April 1st shall relieve the City of any obligation to furnish Services to the non-paying party until payment is made. The City shall give written notice, however of its intention to discontinue Services at least 60 days before doing so. The provision of Services shall continue during the 60-day notice period. All prior billed costs plus accrued interest, except those costs deemed to be in error or subject to a mediation process, must be paid before the resumption of Services.

(b) **Interest on Unpaid Assessments.** Interest will accrue at the rate of 0.75% per month or portion of a month that the payment remains unpaid past its due date.

(c) Billing Errors. Errors in any annual billing shall be brought to the City Clerk's attention immediately upon receipt of the billing. Corrections not brought to the attention of the City Clerk by March 15 shall be deemed waived. If the City and the disagreeing party agree as to the proper correction of the error, that party may adjust the payment to reflect the correction. Correctable errors in billing shall not relieve the disagreeing Party from the requirement of timely payment of the annual billing by its due date. If the City and the disagreeing party cannot agree on a correction, then that party shall pay the entire billing and request mediation as provided in subparagraph (d). If mediation results in the correction of a billing error, then the City shall refund the appropriate portion of the payment deemed in error within 30 days, together with interest at the rate provided in subparagraph (b).

(d) Dispute Resolution. Disagreements regarding this Agreement shall first be brought to the Fire Advisory Committee for its review and recommendation. If the disagreement remains, then the parties may submit the issue for mediation through the Dispute Resolution Center of West Michigan or other mutually agreed-upon mediation process. The purpose of the process is to provide informal conciliation, mediation or other forms and techniques of voluntary dispute resolution to the parties as an alternative to the judicial process. The Parties shall agree to the form or techniques utilized to conduct the mediation. Mediation shall involve only ambiguous matters, those matters involved in good-faith disputes and provisions of this Agreement that require mutual agreement of the Parties. Mediation shall **not** be used for the following matters:

- (1) Matters and votes clearly provided for in this Agreement
- (2) The outcome of a majority vote provided for herein
- (3) Those matters clearly noted as the authority of the City under the provisions of this Agreement, the City Charter or State Statute.

(e) Other Remedies. The Parties reserve all rights to pursue the non-payment of assessed costs or any other matter that may be subject to dispute by the Parties, in any court of competent jurisdiction or by other available legal means.

11. Miscellaneous.

(a) Entire Agreement/Amendments Interpretation. This is the entire Agreement among the parties regarding its subject matter and it supercedes and replaces all prior and contemporaneous agreements. It may not be amended except in writing signed by all parties. It shall not be affected by any course of dealing. The headings in this Agreement are for convenience only, and shall not be considered as a part of this Agreement. However, the Recitals are an integral part of this Agreement.

(b) Notices. Any written notice required or permitted in this Agreement shall be given by first class mail addressed to the clerk of the respective party at the address of that party first written above.

(c) Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of governmental immunity or other defenses to liability of any party or any officer or employee of any party.

(d) Legal Authority upon Approval by Governing Bodies. This Agreement shall not be in force and effect unless approved by a resolution of the governing bodies of all Parties, which shall follow any required public notices and hearings.

(e) Filing. Upon execution by all Parties, this Agreement shall be filed with the Newaygo County Clerk and the Great Seal Unity of the Michigan Department of State.

(f) No Creation of Legal Entity. This Agreement does not create a separate legal entity or a public body corporate.

12. List of Appendices. The following Appendices are attached hereto and considered a part of this Agreement:

Appendix A: General Map of Service Area for Fire & Emergency Services

Appendix B: Detailed Maps of Service Area Boundaries for each Contracting Party

Appendix C: Legal Descriptions of Service Area Boundaries for each Contracting Party

Appendix D: Weighted-Average Cost Worksheets for Cost-Sharing Formula
(Example from first year of this Agreement):

- Cost-Sharing Formula Summary Sheet: Share of Budget
- Table 1: Populations (2000 Census)
- Table 2: Taxable Value (Includes Ad Valorem & IFT Real Property)
- Table 3: Fire Activity 3-Year Average (Calendar Years '99-'01)
- Tables 4(a) - 4(c): Calendar Year Activity Reports ('99-'01)

Appendix E: Direct Expenditures Report for Three Fiscal Years
(Example from first year of this Agreement: As Audited for FY's ended June 30th, 1998, 1999, 2000 and 2001.

(The remainder of this page intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed as of the date first written above, pursuant to a resolution of its governing body.

CITY OF FREMONT

By: _____
Raymond E. Rathbun, Mayor

By: _____
Todd M. Blake, City Clerk

Date: _____, 2002

GARFIELD TOWNSHIP

By: _____
George J. Suchy, Jr., Supervisor

By: _____
Arlene Grabill, Township Clerk

Date: _____, 2002

BRIDGETON TOWNSHIP

By: _____
Richard Kooistra, Supervisor

By: _____
Carolyn Drake, Township Clerk

Date: _____, 2002

SHERIDAN CHARTER TOWNSHIP

By: _____
David Lue, Supervisor

By: _____
Maggie Kolk, Township Clerk

Date: _____, 2002

DAYTON TOWNSHIP

By: _____
Holly Moon, Supervisor

By: _____
Paul Edbrooke, Township Clerk

Date: _____, 2002

SHERMAN TOWNSHIP

By: _____
Joan M. Obits, Supervisor

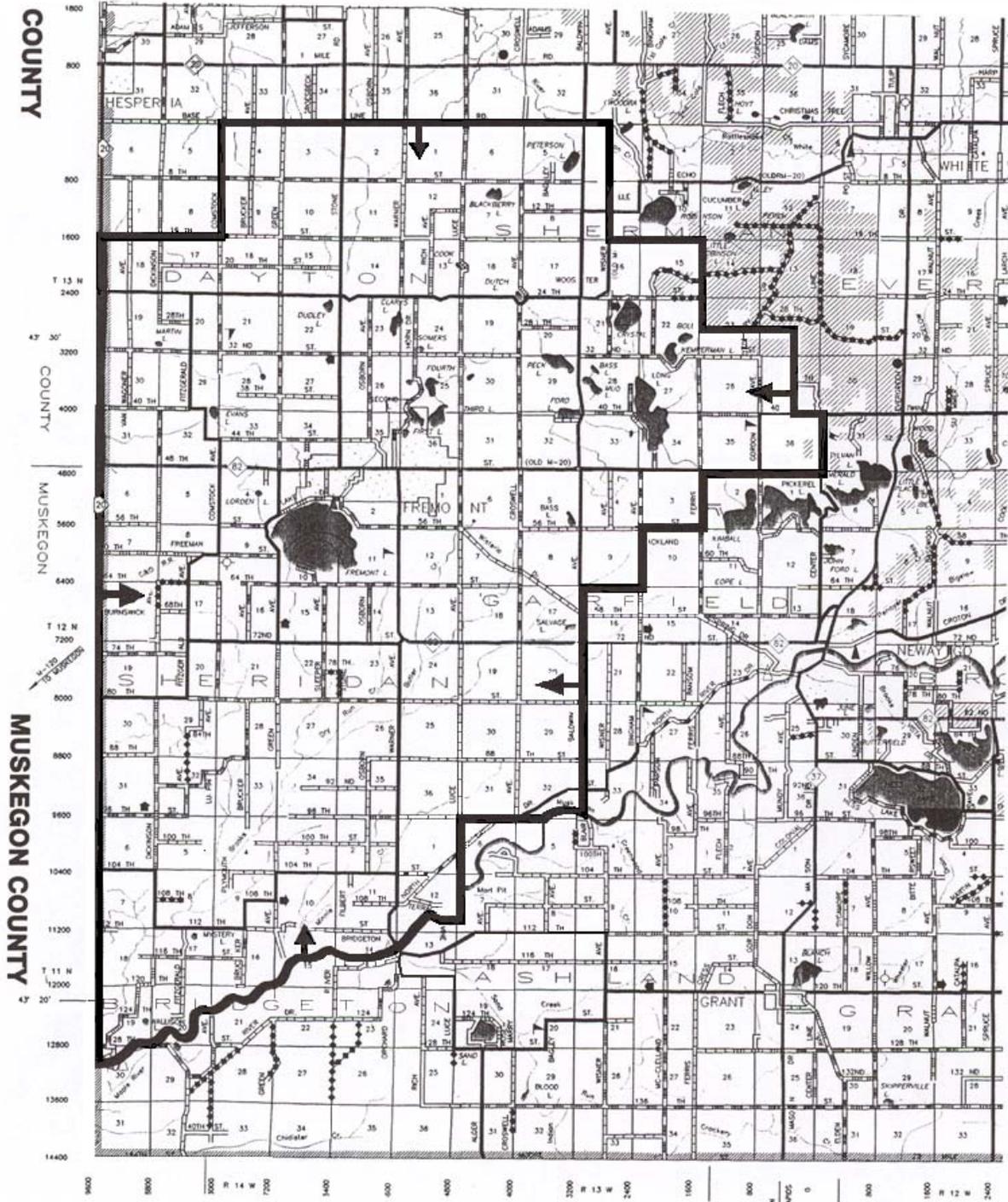
By: _____
Murray D. Stocking, Township Clerk

Date: _____, 2002

APPENDIX A

FREMONT FIRE DEPARTMENT

**GENERAL MAP OF SERVICE AREA FOR
FIRE AND EMERGENCY SERVICES
PROVIDED UNDER THIS INTERGOVERNMENTAL AGREEMENT**



APPENDIX B

FREMONT FIRE DEPARTMENT

Detailed Maps of Service Area Boundaries

(Attached as next five pages)

Bridgeton Township

Dayton Township

Garfield Township

Sheridan Charter Township

Sherman Township

APPENDIX C

Legal Descriptions of Service Area Boundaries

City of Fremont: The entire corporate limits of the City of Fremont as those limits now exist or as they are legally adjusted from time to time.

Bridgeton Township: All of each of the following Sections: 1 thru 11 and 17 thru 19. All of the portions of the following Sections lying north of the Muskegon River: 12 thru 16, 20 thru 21, and 30.

Dayton Township: All property within the Township, except that portion within the corporate limits of the City of Fremont (as those limits now exist or as they are legally adjusted from time to time) and except Sections 5 thru 8, which are part of the Hesperia Area Fire Department service area.

Garfield Township: All of the following Sections: 3 thru 9; 17 thru 20; and 29-thru 32, except that portion of Section 32 lying south of the Muskegon River, which is served by the Newaygo Fire District.

Sheridan Charter Township: All property within the Township, except that portion within the corporate limits of the City of Fremont (as those limits now exist or as they are adjusted from time to time.)

Sherman Township: All of each of the following Sections: 5 thru 8; 15 thru 22; and 26 thru 36. Plus, the specific portions of the following Sections:

- Section 4: West 1/2
- Section 9: West 1/2
- Section 23: South 1/2
- Section 24: Southwest 1/4
- Section 25: West 1/2