



Otsego County Board of Commissioners

225 West Main Street • Gaylord, Michigan 49735

989-731-7520 • Fax 989-731-7529

NOTICE OF MEETING

The Otsego County Board of Commissioners will hold a regular meeting on Tuesday, March 23, 2010 beginning at 9:30 a.m., at the County Building at 225. W. Main Street, Room 100, Gaylord, Michigan 49735.

AGENDA

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval and Correction of Regular Minutes of March 9, 2010 w/attachments

Consent Agenda

- A. 2010 County Surveyor Remonumentation Contract - Motion to Approve
- B. 2010 Mitchell & Associates Remonumentation Surveyor Contract - Motion to Approve
- C. 2010 Wade Trim Remonumentation Surveyor Contract - Motion to Approve
- D. Atlas Lease Ratification Request - Motion to Approve
- E. Animal Control Ordinance Update
- F. Budget & Finance Committee Recommendations:
 1. FY10 General Fund - Prosecutor Budget Amendment - Motion to Approve
 2. FY10 General Fund - Airport Budget Amendment - Motion to Approve
 3. FY10 Capital Projects Fund Budget Amendment - Motion to Approve
 4. FY10 Public Improvement - Courthouse Restoration Budget Amendment - Motion to Approve
 5. FY10 Equipment Budget Amendment (Prosecutor) - Motion to Approve
 6. FY10 Equipment Budget Amendment (Land Use) - Motion to Approve

Administrator's Report

Public Hearing - ORV Ordinance Update

Special Presentation

- A. Early Head Start Update - Trisha Grifka, NEMCSA
- B. Health Department Smoking Law Update - Gerry Chase and Eric VanDam

Department Head Report

- A. Marlene Hopp - Housing & Veterans Update

City Liaison, Township & Village Representatives

Correspondence

- A. February 2010 Financial Report

New Business

- A. Financials
 1. March 16, 2010 Warrant
 2. March 23, 2010 Warrant
- B. OCR 10-12 Opposition to Secondary Road Patrol Fund Proposal
- C. ORV Ordinance 09-03 Update

Public Comment

Board Remarks, Announcements, and informal discussions

Adjournment

March 9, 2010

The Regular meeting of the Otsego County Board of Commissioners was held in the County Building at 225 West Main Street, Room 100. The meeting was called to order at 9:30 a.m. by Chairman Ken Glasser. Invocation by Chairman Ken Glasser, followed by the Pledge of Allegiance led by Commissioner Erma Backenstose.

Roll call:

Present: Clark Bates, Paul Beachnau, Paul Liss, Robert Harkness, Erma Backenstose, Ken Glasser, Doug Johnson, Mike Hyde, Bruce Brown.

Motion by Commissioner Robert Harkness, to approve the regular minutes of February 23, 2010 with attachments. Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to adopt OCR-10-07 Mortgage Discharge to William D. Smith and Marla K. Smith as presented.

Roll Call Vote:

Ayes: Unanimous.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Motion to adopt OCR-10-08 Mortgage Discharge to Pamela S. Bisson as presented.

Roll Call Vote:

Ayes: Unanimous.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Motion to approve the Recycling Program Policies as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the Recycling permit application as presented. Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:

John Burt reported on the recycling permits; AT&T building tour.

Department Head Report:

Suzy DeFeyter reported on the Clerk/ROD office.

Rachel Frisch reported on the Finance Department.

Committee Reports:

Motion by Commissioner Erma Backenstose, to adopt the sign ordinance amendments to the Otsego County Zoning Ordinance as recommended. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Erma Backenstose, to adopt the Wind Turbine Generator Ordinance amendments to the Otsego County Zoning Ordinance as recommended. A motion to amend above motion by Commissioner Paul Beachnau, to add language "guy wires not permitted" for medium towers under 18.47.4 (k). Vote on amendment-unanimous, vote on amended motion-unanimous. Motion carried as amended. (see attached)

Motion by Commissioner Erma Backenstose, to adopt the various amendments to the Otsego County Zoning Ordinance, titled as WTG-other Ordinance Changes, as recommended. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Erma Backenstose, to adopt the Zoning Board of Appeals Ordinance amendments to the Otsego County Zoning Ordinance as recommended. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Doug Johnson, to adopt Resolution OCR-10-11 placing the Parks and Recreation millage request on the August 3, 2010 Primary Election ballot.

Ayes: Clark Bates, Paul Beachnau, Paul Liss, Robert Harkness, Erma Backenstose, Ken Glasser, Doug Johnson, Mike Hyde, Bruce Brown.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Joe Edwartowski reported on the Charlton Township meeting

Correspondence:

Chairman Ken Glasser received a letter regarding the Planning Commission; Letter from Representative Elsenheimer's office; NEMCOG.

New Business:

Motion by Commissioner Clark Bates, to approve the March 2, 2010 Warrant in the amount of \$97,161.67 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Paul Liss, to approve the March 9, 2010 Warrant in the amount of \$91,505.34 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Mike Hyde, to adopt Resolution OCR-10-09 proclaim March 2010 as American Red Cross Month in Otsego County.

Roll Call Vote:

Ayes: Paul Beachnau, Paul Liss, Robert Harkness, Erma Backenstose, Ken Glasser, Doug Johnson, Mike Hyde, Bruce Brown, Clark Bates.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Paul Beachnau, to adopt Resolution OCR-10-10 in objection to the GEMS Election management Systems software licensing fee.

Roll Call Vote:

Ayes: Paul Liss, Robert Harkness, Erma Backenstose, Ken Glasser, Doug Johnson, Mike Hyde, Bruce Brown, Clark Bates, Paul Beachnau.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Bruce Brown, to update the Otsego County Fee Schedule by including a \$1.00 fee for laminating requests. Ayes: Clark Bates, Paul Beachnau, Paul Liss, Robert Harkness, Erma Backenstose, Doug Johnson, Mike Hyde, Bruce Brown. Nays: Ken Glasser. Motion carried.

Board Remarks:

Commissioner Erma Backenstose: Complemented the Planning Commission.

Commissioner Robert Harkness: Health Department meeting.

Commissioner Mike Hyde: City Council Meeting.

Motion by Commissioner Bruce Brown, to change the Ordinance to allow to rebuild if loss of the dwelling is more than 60% on the same footprint. Motion by Commissioner Paul Beachnau, to postpone the motion. A motion by Commissioner Bruce Brown to amend the above motion to review the ordinance to allow to rebuild if loss of the dwelling is more than 60% on the same footprint. Motion to postpone is withdrawn by Commissioner Paul Beachnau. Vote on amendment-Unanimous. Vote on amended motion-Unanimous. Motion carried as amended.

Commissioner Paul Beachnau: Recycle.
Sportsplex.

Motion by Commissioner Paul Liss, to review light/air and scenic views and also review pets and farm animals on the WTG other Ordinance Changes. Ayes: Clark Bates, Paul Liss, Robert Harkness, Erma Backenstose, Ken Glasser, Doug Johnson, Mike Hyde, Bruce Brown. Nays: Paul Beachnau. Motion carried.

Commissioner Doug Johnson: Hazardous waste materials ordinance.
Parks and Recreation.

Commissioner Clark Bates: City Council meeting.

Chairman Ken Glasser:

Rick Snyder at Marsh Ridge today for a Town Hall meeting at
3:00 p.m.

Meeting adjourned at 11:29 a.m. at the call of the Chair.

Kenneth R. Glasser, Chairman

Susan I. DeFeyter, Otsego County Clerk

RESOLUTION NO. OCR 10-07
AUTHORIZING RESOLUTION
OTSEGO COUNTY BOARD OF COMMISSIONERS
March 9, 2010

WHEREAS, the Otsego County Board of Commissioners is the owner of a property located at 2709 Pine Grove, Gaylord, Michigan 49735 and has a mortgage recorded in the office of the Register of Deeds for Otsego County Michigan, in Liber 401, Pages 788-789, in the name William D. Smith and Marla K. Smith, 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, William D. Smith and Marla K. Smith, 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.

RESOLUTION NO. OCR 10-08
AUTHORIZING RESOLUTION
OTSEGO COUNTY BOARD OF COMMISSIONERS
March 9, 2010

WHEREAS, the Otsego County Board of Commissioners is the owner of a property located at 2709 Pine Grove, Gaylord, Michigan 49735 and has a mortgage recorded in the office of the Register of Deeds for Otsego County Michigan, in Liber 514, Page 701, in the name Pamela S. Blsson, a single woman; and

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

RESOLVED, that Otsego County hereby issues a DISCHARGE OF MORTGAGE to, Pamela S. Blsson, a single woman; 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.



Otsego County Recycling Program Policies



The following rules apply to the Otsego County Recycling Center located at the Crossroads Industries facility at 2464 Silver Fox Trail:

1. The Recycling Center will be open every Saturday of the month from 10:00 a.m. to 3:00 p.m beginning May 1, 2010.
2. All individuals using the Recycling Center must be in possession of a Recycling Permit.
3. Recycling Permits may only be used by members of the purchaser's household.
4. The Recycling Center is for residential use only. The Center is not equipped to handle the volumes generated by businesses and institutions at this time.
5. Fees are set in the Otsego County Fee Schedule.
6. Trailers are not permitted.
7. The following items shall be accepted at the Recycling Center:
 - a. Cardboard, boxboard, brown paper bags.
 - Remove any packing material and flatten boxes.
 - Boxboard is the thin cardboard used to make things like cereal boxes and the tubes in paper towel rolls.
 - NO boxes made for use in coolers or freezers (for example pop can cases, and frozen food and butter boxes). They're not recyclable since they resist the water used to break down cardboard in the recycling process.
 - b. Cans, Foil & Foil Trays (Aluminum, Steel, and Tin)
 - Includes metal lids, foil wraps, pans, trays, pop or juice cans.
 - Rinse and flatten as much as possible.
 - Remove labels from cans.
 - No aerosol cans, paint cans, or propane tanks.
 - c. Glass Bottles & Jars (Clear/Green/Brown/Blue)
 - Rinse.
 - There's no need to remove labels.
 - NO light bulbs, window glass, or glass dishes.
 - d. #1 and #2 Plastic Bottles, Jugs, & Jars
 - Throw the lids in the garbage.
 - Rinse and flatten. There's no need to remove labels.
 - NO trays or clamshells. NO brown #1 bottles.
 - NO bags or tubs (like those used for yogurt and margarine).
 - NO #3, #4, #5, #6, or #7 plastics.

WTG Proposed Ordinance 18.47 approved at P. C. mtg. 2-22-2010

Add the below definitions to the definitions Article of the Ordinance (Art. II):

ANEMOMETER TOWER: A structure, including all accessory facilities, temporarily erected, on which an anemometer is mounted for the purposes of documenting whether a site has wind resources sufficient for the operation of a wind turbine generator.

WIND TURBINE GENERATOR (WTG): A tower, pylon, or other structure, and any, all, or some combination of the following:

1. A wind vane, blade, or series of wind vanes or blades, or other devices mounted on a rotor for the purpose of converting wind into electrical or mechanical energy.
2. A shaft, gear, belt, or coupling device used to connect the rotor to a generator, alternator, or other electrical or mechanical energy producing device.
3. A generator, alternator, or other device used to convert the energy created by the rotation of the rotor into electrical or mechanical energy.

WIND TURBINE GENERATOR HEIGHT: The distance between the ground and the highest point of the wind turbine generator, regardless whether that point is on a fixed or mobile part of the wind turbine generator.

WIND TURBINE GENERATOR- BUILDING-MOUNTED: An on-site Wind Turbine Generator (WTG) used to generate electricity or produce mechanical energy for use on the property where it is located and attached to the building's roof, walls, or other elevated surface.

WIND TURBINE GENERATOR - LARGE: A commercial Wind Turbine Generator (WTG) used to generate and provide electricity to the electric utility grid. It may include nearby accessory facilities necessary to supply and transfer the electricity to the utility grid. These WTGs are greater than 120 feet in height and shall not exceed 400 feet.

WIND TURBINE GENERATOR — MEDIUM: An on-site Wind Turbine Generator (WTG) used to generate electricity or produce mechanical energy for use on the property where it is located having a height of greater than 60 feet but less than or equal to 120 feet.

WIND TURBINE GENERATOR — SMALL: An on-site Wind Turbine Generator (WTG) used to generate electricity or produce mechanical energy for use on the property where it is located having a height of 60 feet or less.

Remove the following terms and their respective definitions from the definitions Article of the Ordinance (Art. II):

**WIND TURBINE GENERATOR – PRIVATE
WIND TURBINE GENERATOR (WTG) OR UTILITY WTG
WIND TURBINE GENERATOR TOWER HEIGHT
ANEMOMETER TOWER – TEMPORARY**

SECTION 18.47. WIND GENERATION

The purpose of this section is to establish requirements for the location of Wind Turbine Generators (WTG), commonly known as wind turbines or windmills, and anemometer towers. The county recognizes that it is in the public interest to permit the location of wind turbine generators within the county. As such, this ordinance seeks to:

- a. Regulate the development of renewable energy resources in a prudent manner.
- b. Protect all areas of the County from any potential adverse impacts of WTG and anemometer towers;
- c. Regulate the location of WTG and anemometer towers within Otsego County;
- d. Protect the public health, safety and welfare;
- e. Avoid potential damage to adjacent property from the failure of WTG and anemometer towers.

18.47.1 ZONING DISTRICT LOCATIONS

WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use in all Zoning Districts. (See Sec. 18.47.2)

WTG Small: Permitted as an accessory use to an allowed Principal Use in all zoning districts. (See Sec. 18.47.3)

WTG Medium: Permitted as an accessory use to an allowed Principal Use in AR, FR & I Zoning Districts. (See Sec. 18.47.4)

WTG Large: Permitted Subject to Special Conditions in AR, FR. (See Sec. 18.47.5)

Anemometer Tower: Permitted Subject to Special Conditions in AR, FR. (See Sec. 18.47.6)

18.47.2 WIND TURBINE GENERATOR— BUILDING-MOUNTED.

A zoning permit shall be issued only when the following requirements are met:

- a. **Zoning District:** Permitted as an accessory use to an allowed Principal Permitted Use in all zoning districts.
- b. **Height:** The height of the WTG – BUILDING-MOUNTED shall not exceed 15 feet as measured from the highest point of the roof, excluding chimneys, antennae, and similar protuberances, to the highest point of the wind turbine generator, regardless whether that point is on a fixed or mobile part of the wind turbine generator.
- c. **Property Line Setback:** Shall be no closer than the minimum specified in Article 14. No portion of the wind turbine generator shall encroach into the required property line setback. If guy wires are used, their anchors may not be closer than the minimum setback specified in Article 14.
- d. **Number of Units:** All lots shall be allowed one (1) WTG – Building-Mounted provided all the requirements for WTG – Building-Mounted are met.
 - 1. Lots located in R1, R2, R3, RR, B1, B2 & B3 zoning districts shall be allowed up to two (2) WTG – Building-Mounted on a single lot if the lot meets or

exceeds the Minimum Lot Area requirements of Article 14, and provided all the requirement for WTG – Building-Mounted are met.

2. Lots located in FR, AR & I zoning districts shall be allowed up to four (4) WTG – Building-Mounted on a single parcel if the parcel meets or exceeds the Minimum Lot Area requirements of Article 14, and provided all the requirements for WTG – Building-Mounted are met.
3. WTG – Building-Mounted shall only be located on buildings greater than 200 square feet in area.
4. The Number of Units may be increased, in all zoning districts, by a rate of one (1) per each 20,000 square feet a lot is larger than the minimum lot size required in Article 14 provided all the requirements for WTG – Building-Mounted are met.
5. WTG – Building-Mounted shall be sited no closer than the height of the taller WTG from its base to the base of an adjacent WTG. For this purpose the base of a Building-Mounted WTG is considered to be the point at which the WTG tower attaches to the building.

e. **Sound Pressure Level:** Maximum sound pressure level emanating from the WTG and measured on the dB(A) scale at any adjacent property line or any adjoining public or private road with respect to the property on which the WTG is located shall be dependent on the zoning district in which the adjacent property or road is located per the following schedule:

Zoning District	Day dB(A)	Night dB(A)
R1, R2, R3, RR, B1	40	35
FR, AR	40	35
B2, B3	50	45
I	60	50

For the purposes of this article, “Day” shall be defined as the hours between 7:00 AM and 7:00 PM and “Night” shall be defined as the hours between 7:00 PM and 7:00 AM. Sound pressure levels may be exceeded during short term events such as utility outages and/or windstorms.

- f. **Code Requirements:** Shall meet all applicable state and local construction and electrical codes, and all other permits required by law.
- g. **Safety:** WTG shall have an automatic braking, governing, or feathering system and shall be maintained in accordance with Underwriters Laboratories (UL) listed standards.
- h. **Tower:** Shall meet or exceed tower specifications provided by the manufacturer of the generator, or have a design approved by an independent professional engineer licensed in the State of Michigan.
- i. **WTG Unit:** Shall be Underwriters Laboratories (UL) listed.
- j. **Shadow flicker:** The WTG – Building-Mounted shall be designed, sited and operated in such a manner to minimize shadow flicker on a roadway. In addition the WTG – Building-Mounted shall be designed, sited and operated in a manner to prevent shadow flicker on any existing structures located off the property on which the WTG – Building Mounted is erected. The owner and/or operator shall prohibit shadow flicker on any future lawfully constructed structure located off the property on which the WTG-Building Mounted is erected.

- k. Sale of electric power via net metering is permitted per applicable state law.
- l. The WTG-Building Mounted shall, subject to any applicable standards of the FAA, be a neutral color so as to reduce visual obtrusiveness. Excessively bright or neon colors are not acceptable. The Planning Commission, however, may approve an alternate color if the WTG-Building Mounted is located within an avian migratory route or if an alternate color would otherwise benefit the neighborhood.
- m. The WTG-Building Mounted shall not be artificially lighted unless required, in writing, by the FAA. Where the FAA requires lighting, the lighting shall be the lowest intensity allowable under FAA regulations, the fixtures shall be shielded and directed to the greatest extent possible to minimize glare and visibility from the ground, and no strobe lighting shall be permitted, unless expressly required by the FAA.
- n. The WTG-Building Mounted shall be designed and constructed in such a manner that access is limited, to the extent possible, to authorize personnel only.
- o. The WTG-Building Mounted shall be constructed and operated so that it does not interfere with television, radio, cellular telephone or microwave reception in neighboring areas. If degradation of television, radio, cellular telephone or microwave reception occurs as the result of the WTG, the WTG Building Mounted owner and/or operator shall take such action as to correct the television, radio, cellular telephone or microwave reception.
- p. The WTG-Building Mounted shall have no advertising painted on or attached to the tower or any other structure of the WTG.
- q. A WTG-Building Mounted that is not operated for a continuous period of twelve (12) months shall be removed by the owner of the WTG within 90 days of receipt of a notice from the county requiring removal.
- r. The owner shall be responsible for the ongoing compliance with the standards of this ordinance.

18.47.3 WIND TURBINE GENERATOR — SMALL.

A zoning permit shall be issued only when the following requirements are met:

- a. Zoning District: Permitted as an accessory use to an allowed Principal Use in all zoning districts.
- b. Height: Shall have a WIND TURBINE GENERATOR HEIGHT less than 60 feet.
- c. Property Line Setback: Shall not be closer than 1.5 times the WIND TURBINE GENERATOR HEIGHT to the nearest property line from the base of the WTG.
- d. Riparian Zone Setback: Shall not be closer than 1.5 times the WIND TURBINE GENERATOR HEIGHT to the nearest ordinary high water mark of lakes in the County that appear on the most recent US Geological Survey Quadrangle maps. Shall not be closer than 1.5 times the WIND TURBINE GENERATOR HEIGHT to the nearest banks of rivers, streams, and flowages of water in the County that appear on the most recent US Geological Survey Quadrangle maps. These setbacks are measured on a horizontal plane.
- e. Number of Units: Lots located in R1, R2, R3, RR, AR, FR, B1, B2, B3, and I zoning districts may be allowed one (1) WTG -- Small on a single lot if the lot meets or

exceeds the Minimum Lot Area requirements of Article 14, and provided all the requirements for WTG – Small are met.

1. The Number of Units may be increased to a density not to exceed one (1) WTG-Small per five (5) acres (217,800 square feet).
2. WTG – Small shall be sited no closer than 1.5 times the height of the taller WTG from its base to the base of an adjacent WTG.

f. **Sound Pressure Level:** Maximum sound pressure level emanating from the WTG and measured on the dB(A) scale at any adjacent property line or any adjoining public or private road with respect to the property on which the WTG is located shall be dependent on the zoning district in which the WTG is located per the following schedule:

Zoning District	Day dB(A)	Night dB(A)
R1, R2, R3, RR, B1	40	35
FR, AR	40	35
B2, B3	50	45
I	60	50

For the purposes of this article, “Day” shall be defined as the hours between 7:00 AM and 7:00 PM and “Night” shall be defined as the hours between 7:00 PM and 7:00 AM. Sound pressure levels may be exceeded during short term events such as utility outages and/or windstorms.

- g. **Code Requirements:** Shall meet all applicable state and local construction and electrical codes, and other permits required by law. Wiring for WTG-Small shall be underground or enclosed in the tower.
- h. **Safety:** WTG-Small shall have an automatic braking, governing, or feathering system and shall be maintained in accordance with Underwriters Laboratories (UL) listed standards.
- i. **Blade clearance:** The minimum blade tip clearance from grade, structure, or appurtenance shall be 15 feet.
- j. **Tower:** Shall be a free-standing monopole (guy wires are not permitted) that shall meet or exceed tower specifications provided by the manufacturer of the generator, or have a design approved by an independent professional engineer licensed in the State of Michigan.
- k. **Shadow flicker:** The WTG – Small shall be designed, sited and operated in such a manner to minimize shadow flicker on a roadway. In addition the WTG – Small shall be designed, sited and operated in a manner to prevent shadow flicker on any existing structures located off the property on which the WTG – Small is erected. The owner and/or operator shall prohibit shadow flicker on any future lawfully constructed structure located off the property on which the WTG-Small is erected.
- l. **Sale of electric power via net metering** is permitted per applicable state law.
- m. The WTG-Small shall, subject to any applicable standards of the FAA, be a neutral color so as to reduce visual obtrusiveness. Excessively bright or neon colors are not acceptable. The Planning Commission, however, may approve an alternate color if

the WTG-Small is located within an avian migratory route or if an alternate color would otherwise benefit the neighborhood.

- n. The WTG-Small shall not be artificially lighted unless required, in writing, by the FAA. Where the FAA requires lighting, the lighting shall be the lowest intensity allowable under FAA regulations, the fixtures shall be shielded and directed to the greatest extent possible to minimize glare and visibility from the ground, and no strobe lighting shall be permitted, unless expressly required by the FAA.
- o. The WTG-Small shall be designed and constructed in such a manner that access is limited, to the extent possible, to authorize personnel only.
- p. The WTG-Small shall be constructed and operated so that it does not interfere with television, radio, cellular telephone or microwave reception in neighboring areas. If degradation of television, radio, cellular telephone or microwave reception occurs as the result of the WTG-Small, the owner and/or operator shall take such action as to correct the television, radio, cellular telephone or microwave reception.
- q. The WTG-Small shall have no advertising painted on or attached to the tower or any other structure of the WTG.
- r. A WTG-Small that is not operated for a continuous period of twelve (12) months shall be removed by the owner of the WTG within 90 days of receipt of a notice from the county requiring removal.
- s. The owner shall be responsible for the ongoing compliance with the standards of this ordinance.

18.47.4 WIND TURBINE GENERATOR — MEDIUM.

A zoning permit shall be issued only when the following requirements are met:

- a. Zoning District: Permitted as an Accessory Use to an allowed Principal Use only in AR, FR & I Zoning Districts.
- b. Height: Shall have a WIND TURBINE GENERATOR HEIGHT greater than 60 feet but less than or equal to 120 feet.
- c. Property Line Setback: Shall not be closer than 1.5 times the WIND TURBINE GENERATOR HEIGHT to the nearest property line from the base of the WTG.
- d. Riparian Zone Setback: Shall not be closer than 1.5 times the WIND TURBINE GENERATOR HEIGHT to the nearest ordinary high water mark of lakes in the County that appear on the most recent US Geological Survey Quadrangle maps. Shall not be closer than 1.5 times the WIND TURBINE GENERATOR HEIGHT to the nearest banks of rivers, streams, and flowages of water in the County that appear on the most recent US Geological Survey Quadrangle maps. These setbacks are measured on a horizontal plane.
- e. Avian Corridors: WTG-Medium should not be located in historic avian migration pathways or frequent use corridors.
- f. Number of Units: Lots located in AR, FR & I zoning districts shall be allowed one (1) WTG – Medium on a single lot if the lot meets or exceeds the Minimum Lot Area requirements of Article 14, and provided all the requirement for WTG – Medium are met.
 - 1. The Number of Units may be increased to a density not to exceed one (1) WTG-Medium per ten (10) acres (435,600 square feet).

2. WTG – Medium shall be sited no closer than 1.5 times the height of the taller WTG from its base to the base of an adjacent WTG.

g. **Sound Pressure Level:** Maximum sound pressure level emanating from the WTG and measured on the dB(A) scale at any adjacent property line or any adjoining public or private road with respect to the property on which the WTG is located shall be dependent on the zoning district in which the WTG is located per the following schedule:

Zoning District	Day dB(A)	Night dB(A)
R1, R2, R3, RR, B1	Not permitted	Not permitted
FR, AR	40	35
B2, B3	Not permitted	Not permitted
I	60	50

For the purposes of this article, “Day” shall be defined as the hours between 7:00 AM and 7:00 PM and “Night” shall be defined as the hours between 7:00 PM and 7:00 AM. Sound pressure levels may be exceeded during short term events such as utility outages and/or windstorms.

- h. **Code Requirements:** Shall meet all applicable state and local construction and electrical codes, and other permits required by law. Wiring for WTG-Medium shall be underground or enclosed in the tower.
- i. **Safety:** WTG-Medium shall have an automatic braking, governing, or feathering system and shall be maintained in accordance with Underwriters Laboratories (UL) listed standards.
- j. **Blade clearance:** The minimum blade tip clearance from grade, structure, or appurtenance shall be 20 feet.
- k. **Tower:** Shall be a free-standing monopole (guy wires are not permitted) that shall meet or exceed tower specifications provided by the manufacturer of the generator, or have a design approved by an independent professional engineer licensed in the State of Michigan.
- l. **Shadow flicker:** The WTG – Medium shall be designed, sited and operated in such a manner to minimize shadow flicker on a roadway. In addition the WTG – Medium shall be designed, sited and operated in a manner to prevent shadow flicker on any existing structures located off the property on which the WTG – Medium is erected. The owner and/or operator shall prohibit shadow flicker on any future lawfully constructed structure located off the property on which the WTG-Medium is erected.
- m. **Sale of electric power via net metering is permitted per applicable state law.**
- n. **The WTG-Medium shall, subject to any applicable standards of the FAA, be a neutral color so as to reduce visual obtrusiveness. Excessively bright or neon colors are not acceptable. The Planning Commission, however, may approve an alternate color if the WTG-Medium is located within an avian migratory route or if an alternate color would otherwise benefit the neighborhood.**
- o. **The WTG-Medium shall not be artificially lighted unless required, in writing, by the FAA. Where the FAA requires lighting, the lighting shall be the lowest intensity allowable under FAA regulations, the fixtures shall be shielded and directed to the**

- p. The WTG-Medium shall be designed and constructed in such a manner that access is limited, to the extent possible, to authorize personnel only.
- q. The WTG-Medium shall be constructed and operated so that it does not interfere with television, radio, cellular telephone or microwave reception in neighboring areas. If degradation of television, radio, cellular telephone or microwave reception occurs as the result of the WTG, the owner and/or operator shall take such action as to correct the television, radio, cellular telephone or microwave reception.
- r. The WTG-Medium shall have no advertising painted on or attached to the tower or any other structure of the WTG.
- s. A WTG-Medium that is not operated for a continuous period of twelve (12) months shall be removed by the owner of the WTG within 90 days of receipt of a notice from the county requiring removal.
- t. The owner shall be responsible for the ongoing compliance with the standards of this ordinance.

18.47.5 WIND TURBINE GENERATOR – LARGE

18.47.5.1 Application Requirements for WTG – Large

In addition to the application requirements of Article 16 of this ordinance, an application for a special use permit for a WTG – Large shall include all the following information, unless expressly indicated otherwise:

- a. A site plan meeting all of the requirements of Article 20 of the Otsego County Zoning Ordinance.
- b. All requirements of Article 16 of the Otsego County Zoning Ordinance shall be met.
- c. A study prepared by a professional engineer, licensed in the State of Michigan, documenting that the site of the WTG – Large has sufficient wind resources for the proposed WTG – Large equipment.
- d. A detailed analysis by a professional engineer, licensed in the State of Michigan, describing the specific WTG - Large structure(s) tower proposed and all phases for implementing the development in compliance with these standards.
- e. A resume' or other written summary of the education, experience, and other qualifications of all experts providing information concerning the WTG- Large project shall be provided.
- f. An avian study based on U.S. Fish and Wildlife Service, "Guidelines to Avoid and Minimize Wildlife Impacts from Wind Turbines", Federal Register: July 10, 2003 (Volume 68, Number 132), or as updated or amended, and in effect at the time of the WTG – Large construction application, shall be provided.
- g. Analysis, measurements and projections of WTG - Large noise propagation shall conform to International Electromechanical Commission (IEC) Standard 61400-11 Part 11, as that standard may be amended or updated from time to time. Acoustic Noise Measurement Techniques shall include: optional noise directivity requirements (see below), infrasound (low frequency)

projections, low frequency noise (between 20 and 100 Hz) measurement and analysis and impulsivity measurement (noise pressure of potential “thumping” sounds). Analysis shall include but is not limited to:

1. A survey of the existing ambient background noise levels. Analysis shall include daytime measurements and also at least two ambient noise measurements between 9:00 PM and 11:59 PM and two between 1:00 AM and 5:00 AM.
 2. A prediction of the WTG - Large noise levels at the property border. This can be made with manufacturer’s data or data from a private testing agency for proposed WTGs or by direct measurement for WTGs in place, so long as measurements are conducted according to IBC and 61400-11 part 11 as that standard may be amended or updated from time to time. Including infrasound and low frequency noise between 20 and 100 Hz, modelling must identify likely pure tone sources.
 3. Identification and support for a model for sound propagation. The model may be hemispherical or spherical but particular attention must be paid to the noise propagation downwind of the proposed installation site and the propagation of sound at differing atmospheric densities.
 4. A comparison of calculated wind sound pressure levels with and without the WTG or proposed WTGs. This confirms the baseline for permitted sound levels once the WTGs are operating shall be provided.
- h. Written documentation that the applicant has notified the FAA, Gaylord Regional Airport and any other applicable state and federal regulatory agencies of the proposed WTG - Large.
 - i. Elevation drawings, computer generated sound models or simulations and other aids or documentation projecting the sound reaching off the property, on which the WTG - Large will be constructed, and the extent and duration of the sound shall be provided.
 - j. Elevation drawings, computer generated photographic simulations and other images, or other visual aids that depict how the WTG - Large tower and all accessory structures will appear as constructed on the proposed site from vantage points north, south, east, and west of the WTG - Large tower shall be provided.
 - k. A detailed written statement, with supporting evidence, demonstrating how the proposed WTG - Large will comply with all of the standards for approval shall be provided.
 - l. Written documentation projecting the shadow flicker on any existing structures located off the property on which the WTG – Large will be constructed, and the extent and duration of the flicker on these existing structures.

18.47.5.2 Standards for WTG – Large Approval

The Planning Commission shall approve, or approve with conditions, an application for WTG – Large only upon a finding that the proposed WTG – Large complies with all of the following applicable standards, and the approval standards as found in Article 16 of the Zoning Ordinance.

- a. Zoning District: Permitted Subject to special Conditions in AR & FR.

- b. The proposed site shall have documented annual wind resources sufficient for the operation of the proposed WTG - Large. The wind resource documentation shall detail, at a minimum, ambient wind at the maximum height permitted by this ordinance. Lower elevations (consistent with anemometer tower approval) shall also be provided by the applicant.
- c. The minimum site area for WTG - Large shall be as necessary to meet the required setbacks and any other standards of this section.
- d. Noise permitted from WTG - Large is governed by the original ambient baseline noise study performed in accordance with Section 18.47.5.1(g) for the first WTG - Large on the subject property and original fixed noise pressure limits above baseline for both day and night operations.
- e. Broadband noise from WTG - Large shall be limited to no more than 10 decibels above the original ambient baseline sound level (or that level which is exceeded 90% of the time) beyond the property line, considering both daytime and night measurements as reported in the engineer's sound propagation model required in Section 18.47.5.1(g). The day and night requirements may be different. The harmonic mean of the night measurements will set the baseline for night noise limits and the harmonic mean of the daytime measurements will set the baseline for daytime limits. Pure tones, defined as an octave band (at any frequency), are limited to no more than 3 decibels above the adjacent higher and lower octave bands.
- f. The maximum height of a Wind Turbine - Large shall be 300 feet. The Planning Commission may approve an increased height for a WTG Large, not to exceed 400 feet, if the following specific conditions are met along with the general conditions set forth in Section 16.7 of the Otsego County Zoning Ordinance. The increased height, however, shall be the smallest increase necessary to meet the following conditions:
 - 1. The increased height is necessary for the preservation of a substantial stand of trees, existing land forms or structures that would otherwise be removed to increase wind velocity.
 - 2. To improve the sound model and/or improve compliance with Sections 18.47.5.1(d), 18.47.5.1(e), 18.47.5.1(s).
- g. A WTG - Large shall meet a setback from any adjoining lot line and any adjoining public or private road a distance equal to 1.5 times the WIND TURBINE HEIGHT, but setbacks shall not be reduced to less than 1250 feet.
- h. For both horizontal and vertical axis WTG - Large turbines, the rotor shall be located on the tower such that the minimum blade clearance above the ground is 50 feet.
- i. A WTG - Large shall be a monopole or monotube style construction (as distinguished from a lattice-style tower) and shall not utilize guy wires.
- j. The WTG - Large shall have posted on the site in a visible, easily accessible location two signs no more than four (4) square feet in area displaying an address and telephone number for emergency calls. The emergency telephone number shall allow a caller to contact a responsible individual to address emergencies at any time during or after regular business hours and on weekends or holidays. One sign shall be located at the service drive entrance to the WTG at the minimum setback distance.

- k. The WTG - Large shall have no advertising painted on or attached to the tower or any other structure of the WTG.
- l. The on-site electrical transmission lines connecting the WTG - Large to a public utility electricity distribution system shall be located underground. In addition all other utility lines shall be located underground.
- m. All WTG - Large turbines shall be equipped with controls to limit the rotational speed of the blades within design limits for the specific WTG.
- n. The WTG - Large shall, subject to any applicable standards of the FAA, be a neutral color so as to reduce visual obtrusiveness. Excessively bright or neon colors are not acceptable. The Planning Commission, however, may approve an alternate color if the WTG - Large is located within an avian migratory route or if an alternate color would otherwise benefit the neighborhood.
- o. The WTG - Large shall not be artificially lighted unless required, in writing, by the FAA. Where the FAA requires lighting, the lighting shall be the lowest intensity allowable under FAA regulations, the fixtures shall be shielded and directed to the greatest extent possible to minimize glare and visibility from the ground, and no strobe lighting shall be permitted, unless expressly required by the FAA.
- p. The WTG - Large shall be designed and constructed in such a manner that access is limited, to the extent possible, to authorized personnel only.
- q. The WTG - Large shall be constructed and operated so that it does not interfere with television, radio, cellular telephone or microwave reception in neighboring areas. If degradation of television, radio, cellular telephone or microwave reception occurs as the result of the WTG - Large, the developer shall pay to correct the television, radio, cellular telephone or microwave reception.
- r. The WTG - Large shall be designed and sited in such a manner to minimize shadow flicker on a roadway. In addition the WTG - Large shall be designed and sited in a manner to prevent shadow flicker on any existing structures located off the property on which the WTG - Large is constructed. It shall be the responsibility of the WTG - Large operator to modify operations to also prevent shadow flicker on dwellings constructed and/or occupied after installation of the WTG - Large. If necessary to prevent shadow flicker from crossing occupied structures the WTG - Large may be programmed to stop rotating during times the WTG - Large shadow crosses these structures. The WTG - Large operator may obtain a written easement or other written agreement which specifically allows shadow flicker to cross an occupied structure.
- s. The potential ice throw or ice shedding for the proposed WTG - Large shall not cross the property lines of the site in question nor impinge on any public Right-of-Way or overhead utility line. Compliance shall be demonstrated in the permit application by the specific analysis method but such model shall not alleviate the applicant of the need to comply with this subsection under all atmospheric conditions, for the life of the structure.
- t. Structural integrity of all components not under the jurisdiction of the Michigan Building Code shall be certified by a professional engineer licensed in the State of Michigan. Certification shall include; verification that ultimate strength exceeds that needed to withstand all factored loads and load combinations specified in SIE/ASCE 7-02 "Minimum Design Loads For Buildings And Other Structures". First Order Reliability Analysis shall demonstrate a reliability coefficient

(Beta) of not less than 3.54 for any failure mode that could result in any portion of the WTG falling to the ground. In lieu of First Order Reliability Analysis, adequate structural reliability may be demonstrated via analysis methods specified in the Michigan Building Code.

18.47.5.3 Conditions for WTG - Large

The Planning Commission may attach reasonable conditions to the approval of a WTG - Large. These conditions may include those necessary to insure that public services and facilities affected by the WTG - Large will be capable of accommodating increased service and facility loads caused by the WTG - Large to protect the natural environment and conserve natural resources and energy, to insure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner. Any conditions imposed, however, shall meet all of the following requirements:

- a. Be designed to protect natural resources, the health, safety, and welfare and the social and economic well being of those who will use the WTG - Large under consideration, residents and landowners immediately adjacent to the proposed WTG - Large and the community as a whole.
- b. Be related to the valid exercise of the police power, and purposes which are affected by the proposed WTG - Large.
- c. Be necessary to meet the intent and purpose of the zoning ordinance, be related to the standards established in the ordinance for the WTG - Large under consideration, and be necessary to insure compliance with those standards.

18.47.5.4 Ongoing Compliance regarding WTG - Large

- a. The noise propagation, blade flicker and ice hazard standards developed in permitting of WTGs - Large are absolute. Once WTGs - Large are permitted, the owners have the option of compliance or discontinuation of operations.
- b. The owner of a WTG - Large shall conduct physical inspections of the WTG - Large structure(s) and associated equipment annually to ensure continuing compliance with this section and any conditions imposed with the approval of the WTG - Large. Copies of all inspection reports shall be submitted to the zoning administrator within thirty (30) days of the inspection. In the event a WTG - Large owner fails to comply with this Section the County shall have the authority to have the WTG - Large inspected and shall utilize funds from the performance bond to cover the costs of such inspection.
- c. Noise exceeding permitted levels. The ordinance recognizes that certain wind and weather conditions and altitude densities can enhance temporary noise pressure that exceeds permitted levels. If non-compliance with the noise standards is brought to the attention of Otsego County enforcement officials the complaint will be investigated and if confirmed, written notice will be sent to the WTG - Large owner requiring post permit documentation of corrective measures taken to address the sound. Documentation could include statements from those adjusting or modifying the WTG - Large and may, at the option of Otsego County, include additional noise propagation certification, conducted in a manner similar to that presented in Section 18.47.5.1 (g) tailored to the specific problem being addressed.

18.47.5.5 Performance Guarantee for WTG - Large

In connection with the approval of a WTG - Large the Planning Commission shall require the owner of the WTG - Large to furnish the county with a performance guarantee in the form of a cash deposit, certified check, irrevocable bank letter of credit, or surety bond acceptable to the county in an amount equal to the estimated costs associated with removal of the WTG - Large and all associated equipment and accessory structures and restoration of the site to a reusable condition which shall include the removal of all underground structures to a depth of ten feet (10') below the natural ground level at that location.

A detailed cost estimate for the removal of the tower shall be provided with the application and shall be based on Means Construction Estimating Guide or similar accepted pricing schedule and shall not include credit for the salvageable value of any materials.

The amount of the performance guarantee shall be reviewed every five years at the time of the Planning Commission review of the WTG - Large as noted in Section 18.47.5.7. The amount of the performance guarantee shall be increased based on an inflation rate equal to the average of the previous 10 years Consumer Price Index, but not less than 3.5% per year.

If the performance bond is used to cover costs associated with inspections as noted in Section 18.47.5.4(b), the owner of the WTG - Large shall immediately insure that the full bond amount is available. Failure by the owner of the WTG - Large to insure that the full bond amount is available shall be a violation of this ordinance.

18.47.5.6 Removal of WTG – Large

WTG - Large that are not operated for a continuous period of twelve (12) months shall be removed by the owner of the WTG - Large within 90 days of receipt of a notice from the county requiring such removal. For purposes of this section, non-operation shall be deemed to include, but shall not be limited to, the blades of the WTG - Large remaining stationary so that wind resources are not being converted into electric or mechanical energy, or the WTG - Large is no longer connected to the public utility electricity distribution system. In the event a WTG - Large owner fails to remove the WTG - Large as required by this section the County shall have the authority to remove the WTG - Large and shall utilize the performance bond to cover the costs of such removal. If the performance bond is not sufficient to cover the cost of the removal, or if the performance bond has expired or is not available. The County shall institute an action in a court of competent jurisdiction for the collection of the cost for removal.

18.47.5.7 Duration of Permit for WTG – Large

A permit to operate a WTG - Large shall be valid for 20 years with review of the operation by the County Planning Commission at a public hearing every five (5) years.

18.47.5.8 Use of Current Technology

WTGs - Large shall be designed to the current state of the technology. Used, outdated or obsolete WTG - Large equipment shall not be permitted to be constructed or installed. With respect to performance standards set forth in this ordinance, repairs and parts replacement shall not be of lesser quality than that of the original permitted equipment and shall be upgraded to the performance standards current at the time of the repair. In no case shall repairs or alterations be allowed which will decrease the degree to which the WTG - Large complies with this ordinance.

18.47.5.9 Major Equipment Replacement during Life of the Permit

Should the WTG - Large operator wish to replace major components such as turbine blades, generator, main gear box, nacelle, or the entire WTG - Large, the operator shall demonstrate that the WTG - Large

will substantially meet the then current criteria for new WTG - Large permits, except that setback distances will not be increased. In no case shall replacement or alterations be allowed which will decrease the degree to which the WTG - Large complies with this ordinance.

18.47.5.10 WTG - Large Permit Renewal

At any time the operator of a WTG - Large may elect to seek a new permit for a given site. A new WTG - Large permit shall not allow aspects of the previous permit to be "grandfathered". To qualify for a new permit the WTG - Large installation shall meet all criteria of the then current standards.

18.47.6 Anemometer Towers

18.47.6.1 Application Requirements for Anemometer Towers

In addition to the application requirements of Article 16 of this ordinance, an application for a special use permit for an anemometer tower shall include all the following information, unless expressly indicated otherwise:

- a. A site plan meeting all of the requirements of Article 20 of the Otsego County Zoning Ordinance shall be provided.
- b. All requirements of Article 16 of the Otsego County Zoning Ordinance shall be met.
- c. A detailed analysis by a professional engineer, licensed in the State of Michigan, describing the specific anemometer tower proposed and all phases for implementing the development in compliance with these standards.
- d. A resume' or other written summary of the education, experience, and other qualifications of all experts providing information concerning the anemometer tower project shall be provided.
- e. A detailed written statement, with supporting evidence, demonstrating how the proposed anemometer tower will comply with all of the standards for approval shall be provided.
- f. Written documentation that the applicant has notified the FAA, Gaylord Regional Airport and any other applicable state and federal regulatory agencies of the proposed anemometer tower.

18.47.6.2 Standards for Anemometer Towers

The Planning Commission shall approve, or approve with conditions, an application for an anemometer tower only upon a finding that the proposed anemometer tower complies with all of the following applicable standards, and the approval standards as found in Article 16 of the Zoning Ordinance.

- a. Zoning District: Permitted Subject to special Conditions in AR & FR.
- b. The minimum site area for an anemometer tower shall be as necessary to meet the required setbacks and any other standards of this section.
- c. All requirements of Article 16 of the Otsego County Zoning Ordinance shall be met.
- d. The maximum height of an anemometer tower shall be 300 feet.

- e. An anemometer tower shall meet a setback from any adjoining lot line and any adjoining public or private road or overhead utility line a distance equal to the 1.5 times the height of the anemometer tower as measured to the highest point. The setback shall be measured from the outermost point on the base of the anemometer tower, not the guy or support wires.
- f. The anemometer tower shall, subject to any applicable standards of the FAA, be a neutral color so as to reduce visual obtrusiveness. Excessively bright or neon colors are not acceptable. The Planning Commission, however, may approve an alternate color if the anemometer tower is located within an avian migratory route or if an alternate color would otherwise benefit the neighborhood.
- g. The anemometer tower shall not be artificially lighted unless required, in writing, by the FAA. Where the FAA requires lighting, the lighting shall be the lowest intensity allowable under FAA regulations, the fixtures shall be shielded and directed to the greatest extent possible to minimize glare and visibility from the ground, and no strobe lighting shall be permitted, unless expressly required by the FAA
- h. The anemometer tower shall be designed and constructed in such a manner that access is limited, to the extent possible, to authorize personnel only.
- i. The anemometer tower shall be constructed and operated so that it does not interfere with television, radio, cellular telephone or microwave reception in neighboring areas. If degradation of television, radio, cellular telephone or microwave reception occurs as the result of the anemometer tower, the developer shall pay to correct the television, radio, and cellular telephone or microwave reception.
- j. An anemometer tower may be a lattice-style tower and may utilize guy wires, providing access limitations are maintained to prevent climbing by unauthorized persons.
- k. The anemometer tower shall have posted on the site in a visible, easily accessible location two signs no more than four (4) square feet in area displaying an address and telephone number for emergency calls. The emergency telephone number shall allow a caller to contact a responsible individual to address emergencies at any time during or after regular business hours and on weekends or holidays. One sign shall be located at the service drive entrance to the anemometer tower at the minimum setback distance.
- l. The anemometer tower shall have no advertising painted on or attached to the tower or any other structure of the anemometer.
- m. Structural integrity of all components not under the jurisdiction of the Michigan Building Code shall be certified by a professional engineer licensed in the State of Michigan. Certification shall include; verification that ultimate strength exceeds that needed to withstand all factored loads and load combinations specified in SIE/ASCE 7-02 "Minimum Design Loads for Buildings and Other Structures". First Order Reliability Analysis shall demonstrate a reliability coefficient (Beta) of not less than 3.54 for any failure mode that could result in any portion of the WTG falling to the ground. In lieu of First Order Reliability Analysis, adequate structural reliability may be demonstrated via analysis methods specified in the Michigan Building Code.

18.47.6.3 Conditions for Anemometer Towers

The Planning Commission may attach reasonable conditions to the approval of an anemometer tower. These conditions may include those necessary to insure that public services and facilities affected by the Anemometer tower will be capable of accommodating increased service and facility loads caused by the anemometer tower, to protect the natural environment and conserve natural resources and energy, to insure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner. Any conditions imposed, however, shall meet all of the following requirements:

- a. Be designed to protect natural resources, the health, safety, and welfare and the social and economic well being of those who will use the anemometer tower under consideration, residents and landowners immediately adjacent to the proposed anemometer tower and the community as a whole.
- b. Be related to the valid exercise of the police power, and purposes which are affected by the proposed anemometer tower.
- c. Be necessary to meet the intent and purpose of the zoning ordinance, be related to the standards established in the ordinance for the anemometer tower under consideration, and be necessary to insure compliance with those standards.

18.47.6.4 Performance Guarantee for Anemometer Towers

In connection with the approval of a anemometer tower the Planning Commission shall require the owner of the anemometer tower to furnish the county with a performance guarantee in the form of a cash deposit, certified check, irrevocable bank letter of credit, or surety bond acceptable to the county in an amount equal to the estimated costs associated with removal of the anemometer tower and all associated equipment and accessory structures and restoration of the site to a reusable condition which shall include the removal of all underground structures to a depth of ten feet (10') below the natural ground level at that location.

A detailed cost estimate for the removal of the anemometer tower shall be provided with the application and shall be based on Means Construction Estimating Guide or similar accepted pricing schedule and shall not include credit for the salvageable value of any materials.

18.47.6.5 Removal of Anemometer Towers

Anemometer towers that are not operated for a continuous period of ninety (90) days shall be removed by the owner of the anemometer tower within ninety (90) days of receipt of a notice from the county requiring such removal. For purposes of this section, non-operation shall be deemed to include, but shall not be limited to, the anemometer instrument(s) being removed from the anemometer tower or disconnected so that wind resources are no longer being measured. In the event an anemometer tower owner fails to remove the anemometer tower as required by this section the County shall have the authority to remove the anemometer tower and shall utilize the performance bond to cover the costs of such removal. If the performance bond is not sufficient to cover the cost of the removal, or if the performance bond has expired or is not available. The County shall institute an action in a court of competent jurisdiction for the collection of the cost for removal.

18.47.6.6 Duration of Permit for Anemometer Towers

A permit to construct and operate an anemometer tower shall be valid for fifteen (15) months and may be extended for a maximum of twelve (12) months, subject to planning commission approval.

WTG – Other Ordinance Changes

ARTICLE 3 ZONING DISTRICTS AND MAPS

SECTION 3.4 AREA AND BULK REQUIREMENTS FOR ALL DISTRICTS

For each district in this Ordinance, the requirements of Article 14, Schedule of Dimensions establish the minimum lot area, minimum front, side and rear setbacks, minimum lot width, maximum lot coverage, maximum height of buildings, minimum ground floor area of a principal structures, minimum width of principal structures, and Multiple Dwellings minimum floor area per unit and lot size requirements.

ARTICLE 4 R1 RESIDENTIAL DISTRICTS

4.1.10 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use.

4.2.9 WTG Small: Permitted as an accessory use to an allowed Principal Use.

4.2.10 Unlisted property uses if authorized under Article 18.44.

ARTICLE 5 R2 GENERAL RESIDENTIAL DISTRICTS

5.1.5 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use.

5.2.8 WTG Small: Permitted as an accessory use to an allowed Principal Use.

5.2.9 Unlisted property uses if authorized under Article 18.

ARTICLE 6 R3 RESIDENTIAL ESTATES

6.1.8 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use.

6.1.9 WTG Small: Permitted as an accessory use to an allowed Principal Use.

ARTICLE 7 RR RECREATION RESIDENTIAL DISTRICT

7.1.10 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use.

7.2.11 WTG Small: Permitted as an accessory use to an allowed Principal Use.

7.2.12 Unlisted property uses if authorized under Article 18.44.

ARTICLE 8 FR FORESTRY RECREATION

8.1.18 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use.

8.1.19 WTG Small: Permitted as an accessory use to an allowed Principal Use.

8.1.20 WTG Medium: Permitted as an Accessory Use to an allowed Principal Use.

8.2.19 WTG Large.

8.2.20 Anemometer Tower.

8.2.21 Unlisted property uses if authorized under Article 18.44.

WTG – Other Ordinance Changes

ARTICLE 9 AR AGRICULTURAL RESOURCE DISTRICT

9.1.26 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use.

9.1.27 WTG Small: Permitted as an accessory use to an allowed Principal Use.

9.1.28 WTG Medium: Permitted as an Accessory Use to an allowed Principal Use.

9.2.22 WTG Large.

9.2.23 Anemometer Tower.

9.2.2 Unlisted property uses if authorized under Article 18.44.

ARTICLE 10 B1 LOCAL BUSINESS DISTRICT

10.1.18 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use.

10.2.9 WTG Small: Permitted as an accessory use to an allowed Principal Use.

10.2.10 Unlisted property uses if authorized under Article 18.44.

ARTICLE 11 B2 GENERAL BUSINESS DISTRICT

11.1.15 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use.

11.2.13 WTG Small: Permitted as an accessory use to an allowed Principal Use.

11.2.14 Unlisted property uses if authorized under Article 18.44.

ARTICLE 12 B3 BUSINESS, LIGHT MANUFACTURING

12.1.26 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use.

12.2.13 WTG Small: Permitted as an accessory use to an allowed Principal Use.

12.2.14 Unlisted property uses if authorized under Article 18.44.

ARTICLE 13 I INDUSTRIAL

13.1.12 WTG Building-Mounted: Permitted as an accessory use to an allowed Principal Use.

13.1.13 WTG Small: Permitted as an accessory use to an allowed Principal Use.

13.1.14 WTG Medium: Permitted as an Accessory Use to an allowed Principal Use.

13.2.18 Unlisted property uses if authorized under Article 18.44.

WTG - Other Ordinance Changes

ARTICLE 14 SCHEDULE OF DIMENSIONS

14.1 Table 1 - LIMITING HEIGHT, DENSITY, AND AREA BY ZONING DISTRICTS (See also Article 18.1 Accessory Buildings and Article 19 General Exceptions for Area, Height, and Use)

Zoning District	R1 & R2	R3	RR	FR & AR	Reserved for future use
Min. Lot Area (Sq. feet)	20,000 .46 acre	40,000 .92 acre	20,000 .46 acre	88,000 2.02 acre	
Min. Front Setback (b)(j)	25 ft	25 ft	25 ft	50 ft	
Max. Front Setback	NA	NA	NA	NA	
Min. Side Setback	10 ft	10 ft	10 ft	20 ft	
Min. Rear Setback	30 ft (a, h)	30 ft (a, h)	30 ft (a, h)	40 ft (a)	
Min. Lot width (k)	100 ft 150 ft Duplex	100 ft	100 ft	150 ft AR 300 ft Duplex	
Max. % lot coverage	25%	25%	25%	30%	
Max. Building height (l)	35 ft (g)	35 ft (g)	35 ft (g)	35 ft (g)	
Min. Ground Floor area of principal structure (Square feet)	720 (i)	720 (i)	720 (i)	720 (i)	
Min. Width of principal structure	20 ft (i)	11 ft (i)	20 ft (i)	11 ft (i)	

Zoning District	B1	B2	B3	I	Reserved for future use
Min. Lot Area (Square feet)	10,000	10,000	20,000	40,000	
Min. Front Setback	30 ft (e)	30 ft (e)	30 ft (e)	30 ft (e)	
Max. Front Setback	NA	NA	NA	NA	
Min. Side Setback	10 ft (c)	10 ft (c)	10 ft (c)	10 ft (c)	
Min. Rear Setback	20 ft (a, d, f)				
Min. Lot width (k)	100 ft	100 ft	100 ft	150 ft	
Max. % lot coverage	NA	NA	NA	NA	
Max. Building height (l)	35 ft (g)	35 ft (g)	35 ft (g)	35 ft (g)	
Min. Ground Floor area principal structure (Square feet)	NA	NA	NA	NA	
Min. Width of principal structure	NA	NA	NA	NA	

Minimum front, side and rear setbacks, and maximum lot coverage modifications of up to 25% may be approved by the Zoning Administrator for nonconforming lots, as described in Article 18.26.1 and 18.26.2.

WTG – Other Ordinance Changes

Note a: Lots within 500 ft. of lakes, ponds, flowages, rivers, streams; see Article 15, LOTS NEAR WATER.

Note b: Where the front yards of two (2) or more principal buildings in any block, or within 500 feet in existence at the time of the passage of this Ordinance (or amendment thereto), in the same zoned district or the same side of the road are less than the minimum front yard setback, then any principal building subsequently erected on the same side of the road shall not be required to provide a greater setback than the average for the existing two or more principal buildings.

Note c: On the exterior side yard which borders on a residential district, there shall be provided a setback of not less than twenty (20) feet on the residential side in B1, B2 & B3 Districts.

Note d: Loading and unloading space shall be provided in the rear yard in the ratio of at least ten (10) square feet per linear foot of front building wall. Loading space shall not be counted as required off-street parking. Loading zones may be located in other non-required yards if screened or obscured from view from public streets and residential districts.

Note e: Off-street parking may be permitted in the front yard, except that a ten (10) foot wide landscaped buffer is maintained between the front lot line (or right-of-way line) and the parking area.

Note f: No building shall be placed closer than forty (40) feet to the outer perimeter of such district or property line when said use abuts a residential district boundary.

Note g: Subject to approval by the Planning Commission, the maximum height of buildings may be permitted to exceed the maximum stated in the Schedule by up to 50% in R1, R2, R3, RR, B1 and B2 Districts, and up to 100% in all other districts, provided that the applicant can demonstrate that no good purpose would be served by compliance with maximums stated, (as in the case of steep topography, a Planned Unit Development, or larger site); and further, there is no conflict with airport zoning height restrictions; fire safety is maintained subject to local fire authority approval; and the light, air and/or scenic views of adjoining property is not impaired. The Planning Commission and or Zoning Board of Appeals cannot allow a WTG height greater than allowed in Section 18.47 or a Wireless Telecommunication Towers and Facilities greater than the height allowed in the Zoning District PRINCIPAL USES PERMITTED or PERMITTED USES SUBJECT TO SPECIAL CONDITIONS. Also see Article 19 general Exceptions for Area, Height, and Use.

Note h: Section 18.1 allows a rear setback of 10 feet for accessory buildings.

Note i: The foregoing standards shall not apply to a mobile home located in a licensed mobile home park except to the extent required by state or federal law or otherwise specifically required in this Ordinance.

WTG – Other Ordinance Changes

Note j: In instances where the property is adjacent to a public right of way or ingress egress easement dedicated as permanent adequate access to 1 or more lots, the setback shall be measured from that right of way or ingress egress easement.

Note k: Specific allowable uses have greater minimum lot widths as required in the Zoning District allowable use lists.

Note l: Specific allowable uses have greater allowable heights as stated in the Zoning District allowable use lists, Article 18 and Article 19, Section 19.3 Height Limits, of this ordinance.

14.2 MULTIPLE DWELLINGS - BULK, DENSITY AND AREA

Minimum floor area per each unit	Lot size
	Minimum width 200 feet at front building line
Efficiency 250 square feet	Minimum 40,000 square feet for any combination of six bedrooms For every bedroom over six, add 1,000 square feet to the minimum lot size
One bedroom 400 square feet	
Two bedroom 500 square feet	
Three bedroom 600 square feet	

Multiple Dwellings require a County Health Department written approval and/or permit for all proposed or installed septic tanks and wells. For the purpose of applying yard regulation, multiple family dwellings shall be considered as one building occupying one lot. When more than one multiple dwelling building occupies one lot, the structures must be separated by at least 30 feet when end to end, 60 feet when back to back or face to face, and 40 feet when end to face or back.

SECTION 18.26 NONCONFORMITIES

18.26.1 INTENT

It is recognized that there exists within the districts established by this Ordinance and/or by subsequent amendments, lots, buildings, structures, and uses of land and structures which were lawful before this Ordinance was passed or amended which would be prohibited, regulated, or restricted under the terms of this Ordinance or future amendments.

It is the intent of this Ordinance to permit these legal nonconforming lots, buildings, structures, or uses to continue until they are removed but not to encourage their survival. Minimum front, side and rear setbacks, minimum lot width, and maximum lot coverage modifications up to 25% may be approved by the Zoning Administrator upon a written finding that such a modification will have no adverse impact on the use or development of adjoining lots or threaten the public health or safety in any way.

WTG – Other Ordinance Changes

18.26.2 NONCONFORMING LOT

A nonconforming lot is a lot that the boundaries of which are recorded in a plat, deed or land contract executed and delivered prior to the effective date of this Ordinance and the width, depth, and/or area of which does not meet the minimum dimensional requirements of the District in which it is located.

A single-family dwelling and customary accessory buildings may be erected on any single lot of record at the effective date of adoption or amendment of this Ordinance. This provision shall apply even though such lot fails to meet the requirements for area or width, or both, that are generally applicable in the District; provided that yard dimensions and other requirements not involving area or width or both, of the lot shall conform to the regulations for the District in which such lot is located. Minimum front, side and rear setbacks, and maximum lot coverage modifications up to 25% may be approved by the Zoning Administrator. Modifications greater than 25% may be obtained only by approval of the Board of Appeals.

Where two or more adjoining nonconforming lots are in existence under single ownership, such lots shall be used only in combinations which most closely satisfy the minimum lot size standards prescribed for the District in which said lots are located.

For definition purposes, "most closely" shall apply in situations where, for example, two lots combined do not meet the minimum, but a third lot would exceed the minimum by a greater amount than two lots would fall short; hence, only two lots need to be combined in this case.

ARTICLE 19 GENERAL EXCEPTIONS FOR AREA, HEIGHT, AND USE

The regulations in this Ordinance shall be subject to the following interpretations and exceptions:

SECTION 19.3 HEIGHT LIMIT

Height limitations shall not apply to farm silos, chimneys, church spires, flag poles, or public monuments; provided, however, that a height limit for any building or structure permitted as a conditional or special approval use may be set by the Planning Commission upon approval of a Site Plan.

19.3.1 This exemption shall not allow The Planning Commission and or Zoning Board of Appeals to allow a:

19.3.1.1 WTG height greater than allowed in the Zoning District **PRINCIPAL USES PERMITTED** or **PERMITTED USES SUBJECT TO SPECIAL CONDITIONS** and/or Section 18.47 or

19.3.1.2 Wireless Telecommunication Towers and Facilities greater than the height allowed in the Zoning District **PRINCIPAL USES PERMITTED** or **PERMITTED USES SUBJECT TO SPECIAL CONDITIONS**.

19.3.2 This exemption shall not apply in those instances where the County Airport Zoning Ordinance governs height within airport hazard areas.

WTG – Other Ordinance Changes

ARTICLE 21 PLANNED UNIT DEVELOPMENT (PUD)

INTENT

The planned unit development (PUD) is intended to be a development option for land use changes in specified districts that contain multi-functional land use elements under single ownership or single management control. It is specifically intended to permit flexibility in the regulation of land development; encourage innovation in land use and variety in design, layout, and type of structures constructed; achieve economy and efficiency in the use of land, natural resources, energy, and the providing of public services and utilities; encourage the maintaining of open space in its natural state; and provide better housing, employment, and shopping opportunities particularly suited to the needs of the residents of the County.

Planned unit developments may be authorized by special use permit pursuant to the procedures and site plan review of Article 16 of this Ordinance. Planned unit developments may be authorized in the following districts: R1, R2, and R3 and other residential districts in which PUD development would be appropriate. This may include the RR, FR and AR Districts.

The PUD is not intended to be a substitute for a multiple family zoning district, and any business type services are permitted only as accessory uses to the larger planned development.

SECTION 21.1 GENERAL STANDARDS

21.1.6 Building or Structural height: The maximum height of building or structures shall be thirty-five (35) feet, but may be modified up to one hundred (100) percent by the County Planning Commission where it is conclusively shown that the height modification will:

21.1.6.1 Result in a better use of land.

21.1.6.2 Not deprive off-premises properties of natural views, light and air.

21.1.6.3 Not detract from the character of uses and developments in the surrounding area.

21.1.6.4 Can be accommodated in terms of utility service requirements and fire protection systems.

21.1.6.5 This exemption shall not allow The Planning Commission and or Zoning Board of Appeals to allow a:

21.1.6.5.1 WTG height greater than allowed in the Zoning District PRINCIPAL USES PERMITTED or PERMITTED USES SUBJECT TO SPECIAL CONDITIONS and/or Section 18.47 or

21.1.6.5.2 Wireless Telecommunication Towers and Facilities greater than the height allowed in the Zoning District PRINCIPAL USES PERMITTED or PERMITTED USES SUBJECT TO SPECIAL CONDITIONS.

WTG – Other Ordinance Changes

SECTION 18.46.1 DEFINITIONS:

As used in this section the following terms shall have the meanings set forth below:

1. **Antenna** means any exterior transmitting or receiving device mounted on a tower, building structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals.
2. **Height** means, when referring to a tower or other structure, the distance measured from the finished grade of the parcel to the highest point on the tower or other structure, including the base pad and any antenna.
3. **Tower** means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas for telephone, radio and similar communication purposes, including self supporting (lattice) towers, guyed towers, or monopole towers (including telephone poles). The term includes radio and television transmission towers, microwave towers, common carrier towers, cellular telephone towers, alternative tower structures, and the like. The term includes the structure and any support thereto.
4. **Co-location** shall mean the location by two (2) or more communication providers of wireless communication facilities on a common structure, tower or building, with the view toward reducing the overall number of structures required to support wireless communication antennas within the County.

SECTION 18.29 PETS AND OTHER ANIMALS

18.29.1 The keeping of farm animals (horses, mules, cows, goats, chickens, pigs, etc.) for domestic purposes on residential lots or in business districts shall require a permit from the Zoning Administrator. The Zoning Administrator shall provide the applicant with a checklist showing which plot plan specifications of 22.3.3 need to be provided. Based on that application, the Zoning Administrator shall determine whether the keeping of animals meets the criteria of this Zoning Ordinance, and, if so, issue a permit.

18.29.2 The review requirements of 18.29.1 shall not apply to active farms.

SECTION 23.8 DECISION AS FINAL – APPEAL TO CIRCUIT COURT

23.8.1 The decision of the Zoning Board of Appeals shall be final. A party aggrieved by the decision may appeal to the circuit court for the county in which the property is located. [Sec. 3605]

23.8.4 An appeal under this section shall be filed within 30 days after the Zoning Board of Appeals certifies its decision in writing or approves the minutes of its decision. The court shall have jurisdiction to make such further orders as justice may require. [Sec. 3606.]

ARTICLE 23 ZONING BOARD OF APPEALS

SECTION 23.1 CREATION AND MEMBERSHIP

A Zoning Board of Appeals, first established by the Zoning Ordinance adopted August 8, 1965, is hereby retained in accordance with Public Act 110 of 2006, as amended, known as the Michigan Zoning Enabling Act. The Zoning Board of Appeals shall perform its duties and exercise its powers in such a way that the objectives of this Ordinance shall be observed, public safety secured, and substantial justice done.

The Zoning Board of Appeals shall consist of the following seven (7) regular members and not more than two (2) alternate members, each of whom shall be appointed by the Board of County Commissioners:

23.1.1 One (1) of the regular members of the Zoning Board of Appeals shall be a member of the Planning Commission but shall not serve as chairperson of the Zoning Board of Appeals. [Sec. 3601 (4)]

23.1.2 One (1) regular or alternate member of the Zoning Board of Appeals may be a member of the Board of County Commissioners but shall not serve as chairperson of the Zoning Board of Appeals. An employee or contractor of the Board of County Commissioners may not serve as a member of the Zoning Board of Appeals. [Sec. 3601 (6)]

23.1.3 The remaining regular members, and any alternate members, shall be selected from the electors residing within Otsego County but outside the City of Gaylord or the Village of Vanderbilt. The members selected shall be representative of the population distribution and of the various interests present in Otsego County. [Sec. 3601 (5)]

23.1.4 An alternate member may be called as specified to serve as a member of the Zoning Board of Appeals in the absence of a regular member if the regular member will be unable to attend one (1) or more meetings. An alternate member may also be called to serve as a member for the purpose of reaching a decision on a case in which the member has abstained for reasons of conflict of interest. The alternate member appointed shall serve in the case until a final decision is made and shall have the same voting rights as a regular member of the Zoning Board of Appeals. [Sec. 3601 (7)]

23.1.5 A member of the Zoning Board of Appeals may be paid a reasonable per diem and reimbursed for expenses actually incurred in the discharge of his or her duties. [Sec. 3601 (8)]

23.1.6 A member of the Zoning Board of Appeals may be removed by the Board of County Commissioners for misfeasance, malfeasance, or nonfeasance in office upon written charges and after public hearing. A member shall disqualify himself or herself from a vote in which the member has a conflict of interest. Failure of a member to disqualify himself or herself from a vote in which the member has a conflict of interest constitutes malfeasance in office. [Sec. 3601 (9)]

23.1.7 The terms of office for members appointed to the Zoning Board of Appeals shall be for staggered three (3) years, except for members serving because of their membership on the County Planning Commission or Board of County Commissioners, whose terms shall be limited to the time they are members of those bodies. A successor shall be appointed not more than one (1) month after the term of the preceding member has expired. [Sec. 3601 (10)]

23.1.8 Vacancies for unexpired terms shall be filled for the remainder of the term in the same manner as the original appointment. [Sec. 3601 (11)]

SECTION 23.2 JURISDICTION

23.2.1 The Zoning Board of Appeals shall have all the powers and duties granted by State law and this Ordinance, including the following specific powers:

23.2.1.1 Interpretation of the Zoning Ordinance Text and Map: To hear and decide requests for interpretation of the zoning map and zoning text, as well as for decisions on other special questions on which this Ordinance specifically authorizes the Zoning Board of Appeals to pass. [Sec. 3603 (1)]

23.2.1.2 Administrative Review: To hear and decide appeals where it is alleged by the appellant that there is an error in any administrative order, requirement, decision, or determination made by the Planning Commission or a Land Use Services officer charged with enforcement of this Ordinance. [Sec. 3603 (1)]

23.2.1.3 Variances: To grant nonuse variances relating to the construction, structural changes, or alteration of buildings or structures related to dimensional requirements of this Ordinance or to any other nonuse-related standard in the ordinance. [Sec. 3604 (8)]

23.2.2 Exceptions: The Otsego County Zoning Ordinance does not provide for appeals to the Zoning Board of Appeals for special land use or planned unit development decisions.

23.2.2.2 The Zoning Board of Appeals shall have no jurisdiction over decision of the Planning Commission in regard to matters concerning the granting of special use permits. [Sec. 16.13 of the current Zoning Ordinance]

SECTION 23.3 MEETINGS

23.3.1 The Zoning Board of Appeals shall not conduct business unless a majority of the regular members of the Zoning Board of Appeals are present. [Sec. 3601 (12)]

23.3.2 Meetings of the Zoning Board of Appeals shall be held at the call of the chairperson and at other times as the Zoning Board of Appeals in its rules of procedure may specify. [Sec. 3602 (1)]

23.3.3 All meetings conducted by the Zoning Board of Appeals shall comply with the Open Meetings Act.

23.3.4 The Zoning Board of Appeals shall maintain a record of its proceedings which shall be filed in the office of the County Clerk. [Sec. 3602 (2)]

SECTION 23.4. PROCEDURES

23.4.1 The Zoning Board of Appeals shall establish and adopt its own rules of procedures. [Sec. 3603 (1)]

23.4.2 The chairperson or, in his or her absence, the acting chairperson may administer oaths and compel the attendance of witnesses. [Sec. 3602 (1)]

23.4.3 An appeal to the Zoning Board of Appeals may be taken by a person aggrieved or by an officer, department, board, or bureau of the state or local unit of government. In addition, a variance in the zoning ordinance may be applied for and granted under Section 4 of the Uniform Condemnation Procedures Act, 1980 PA 87, MCL 213.54. [Sec. 3604 (1)]

23.4.4 An appeal to the Zoning Board of Appeals must be filed within 21 days of the date the decision or order being appealed was communicated in writing by the Land Use Services officer to the aggrieved party. The applicant shall specify the grounds for the appeal on the appropriate application form along with the payment of established fees with the Land Use Services officer. The Land Use Services officer from whom the appeal is taken shall immediately transmit to the Zoning Board of Appeals all of the papers constituting the record upon which the action appealed from was taken. Sec. 3604. (2)

23.4.5 An appeal to the Zoning Board of Appeals stays all proceedings in furtherance of the action appealed from unless the County Land Use Services officer from whom the appeal is taken certifies to the Zoning Board of Appeals after the notice of appeal is filed that, by reason of facts stated in the certificate, a stay would in the opinion of the County Land Use Services officer cause imminent peril to life or property, in which case proceedings may be stayed by a restraining order issued by the Zoning Board of Appeals or a circuit court. Sec. 3604. (3)

23.4.6 Following receipt of a written request for a variance, interpretation of the zoning ordinance, or an appeal of an administrative decision, the Zoning Board of Appeals shall fix a reasonable time for the public hearing and give notice as provided in MCL 125.3103 and described in Section 16.5 Public Hearing Requirements of this Ordinance. Sec. 3604. (4)

23.4.7 At the hearing, a party may appear in person or by an authorized agent or attorney. The Zoning Board of Appeals may reverse or affirm, wholly or partly, or modify the order, requirement, decision, or determination and may issue or direct the issuance of a permit. Sec. 3604. (6)

23.4.8 The Zoning Board of Appeals shall only hear and decide a specific case that must include a public hearing.

23.4.9 The concurring vote of a majority of the members of the Zoning Board of Appeals is necessary to reverse an order, requirement, decision, or determination of the administrative

official or body, to decide in favor of the applicant on a matter upon which the Zoning Board of Appeals is required to pass under the zoning ordinance, or to grant a variance in the zoning ordinance. [Sec. 3603 (2)] The Zoning Board of Appeals shall state the grounds of any determination made by the board. [Sec. 3604 (2)]

23.4.10 A member of the Zoning Board of Appeals who is also a member of the Planning Commission shall not participate in a public hearing on or vote on the same issue as a member of both bodies. However, the member may consider and vote on other unrelated matters involving the same property. [Sec. 3601 (13)]

SECTION 23.5 USE VARIANCE

Nothing herein contained shall be construed to give the Zoning Board of Appeals the power or authority to change the Zoning Ordinance or the Zoning Map so as to allow a use of land that is not permitted in the district in which the property is located.

SECTION 23.6 DIMENSIONAL OR NON-USE VARIANCE

Where, owing to special conditions, a literal enforcement of the provisions of this Ordinance would involve "practical difficulties" within the meaning of this Ordinance, the Zoning Board of Appeals shall have power upon appeal in specific cases to authorize such variation or modification as may be in harmony with the spirit of this Ordinance, and so that public safety and welfare be secured and substantial justice done. No such variance or modification of the provisions of this Ordinance shall be granted unless it appears that there is clear and convincing evidence that all the following facts and conditions exist:

23.6.1 That the requested variance will not be detrimental to the public welfare or otherwise injurious to other properties in the same zoning district.

23.6.2 That the requested variance is necessary for the applicant to receive a right available to other properties in the same zoning district.

23.6.3 That special physical conditions or unique circumstances exist with this property and do not generally apply to other properties in the same zoning district.

23.6.4 That the special conditions or circumstances are not the result of actions by the applicant or predecessor in title.

23.6.5 That the requested variance is the minimum variance necessary that will make possible the reasonable use of the land.

SECTION 23.7 TIME LIMITS

Each variance granted under the provisions of this Ordinance shall become null and void unless: The construction authorized by such variance has received a County zoning permit within one (1) year after the granting of the variance; and the occupancy of land, premises, or buildings authorized by the variance has taken place within one (1) year after the granting of the variance, unless an extension of time has been granted by the Zoning Board of Appeals.

RESOLUTION NO. OCR 10-11

**A RESOLUTION TO APPROVE THE BALLOT LANGUAGE FOR A
MILLAGE PROPOSITION TO PROVIDE FUNDS FOR THE OPERATION AND
MAINTENANCE OF ALL PROGRAMS, PARKS AND FACILITIES
UNDER THE JURISDICTION OF THE OTSEGO COUNTY PARKS AND
RECREATION COMMISSION AND TO SUBMIT THE PROPOSITION TO
THE ELECTORATE IN THE PRIMARY ELECTION ON AUGUST 3, 2010**

**OTSEGO COUNTY BOARD OF COMMISSIONERS
March 9, 2010**

Recitals

WHEREAS, the Otsego County Parks and Recreation Commission currently operates and maintains county parks and the Otsego County Community Center for the benefit of county residents and others visiting the county; and

WHEREAS, the funds to operate and maintain the programs, parks and facilities under the jurisdiction of the Otsego County Parks and Recreation Commission, including the Community Center, are currently provided by a millage of 0.1875 mills previously approved by the county electors; and

WHEREAS, the millage previously approved by the county electors to operate and maintain the programs, parks and facilities, including the Community Center, expires on December 1, 2011; and

WHEREAS, the Otsego County Board of Commissioners desires to again obtain voter approval for the same millage amount (0.1875 mills) to provide funds for operating and maintaining all programs, parks and facilities under the jurisdiction of the Otsego County Parks and Recreation Commission, including the Community Center; and

WHEREAS, the Otsego County Board of Commissioners wishes to submit this millage proposition to the county electors at the primary election to be held on August 3, 2010; now

THEREFORE BE IT RESOLVED, that the following proposition, the language of which is hereby approved by the Otsego County Board of Commissioners and certified to the Otsego County Clerk, shall be submitted to the electors of Otsego County for a vote at the August 3, 2010 primary election.

BALLOT LANGUAGE

OTSEGO COUNTY

This proposal is a renewal of the previously approved millage and will permit the County to levy up to 3/16 of one mill (\$.1875 per \$1,000.00 of taxable valuation) to provide funds for the operation and maintenance of all programs, parks and facilities under the jurisdiction of the Otsego County Parks and Recreation Commission, including the Community Center.

Shall the tax limitation imposed under Article IX, Section 6 of the Michigan Constitution on the amount of ad valorem taxes which may be levied by the County of Otsego, State of Michigan, against taxable property in the County be increased by up to *three-sixteenths (3/16) of one mill (\$.1875 per \$1,000 of taxable value)* on the taxable value of such property for a period of five (5) years, 2012 through 2016, inclusive, for the purpose of providing funds for the continued operation and maintenance of all programs, parks and facilities under the jurisdiction of the Otsego County Parks and Recreation Commission, including the Community Center, and shall the Otsego County Board of Commissioners be authorized to levy such millage for these purposes? If approved and levied in its entirety, this millage would raise an estimated \$227,201 for Otsego County in 2012.

RESOLUTION NO. OCR 10-09
MARCH IS RED CROSS MONTH
OTSEGO COUNTY BOARD OF COMMISSIONERS
March 9, 2010

WHEREAS, each year during the month of March we formally recognize the American Red Cross and its essential humanitarian role in Otsego County. We honor the role of the Red Cross's contribution to making Otsego County a better place. Every day, Red Cross volunteers and employees carry out the mission by providing essential services to people in their communities with the help of generous donors in Otsego County; and

WHEREAS, for more than 100 years, Otsego County residents have relied on the expertise of the American Red Cross in disaster relief. Each year, Otsego County volunteers respond to disasters including house or apartment fires, and other natural and human caused disasters; and

WHEREAS, The American Red Cross in Otsego County makes every effort to save lives long before tragedy strikes by helping individuals and entire communities learn to prepare for disasters. It prepares people to save lives through first aid and CPR training, water safety, and use of automated external defibrillators (AEDs) to save victims of sudden cardiac arrest. Over the past year, 564 people have enrolled in American Red Cross of Health and Safety Courses in Otsego County; and

WHEREAS, under its charter, the American Red Cross is entrusted with providing volunteer aid in time of war to the sick and wounded of the armed forces. Staff members deploy with our Armed Forces to provide emergency communications and a caring presence to service men and women separated from their families. The American Red Cross in Otsego County has sent emergency messages to active duty personnel and their families, the American Red Cross also reaches out to the members of the National Guard and Reserves and their families who reside in nearly every community in Otsego County; and

WHEREAS, without the help of the American Red Cross volunteers, the American Red Cross would not be able to fulfill the humanitarian mission that is the cornerstone of the organization. We are grateful for the tireless work of the volunteers and employees of the American Red Cross in Otsego County and during the month of March, we pay tribute to this remarkable organization and all those who have answered the call to serve a cause greater than self and offered support and healing in times of need, now, therefore, be it

RESOLVED, that the Otsego County Board of Commissioners, by virtue of the authority vested by the Constitution and laws of Michigan do hereby proclaim March 2010 as American Red Cross Month. Especially during this extraordinary time for our country, we encourage all Americans to support this organization's noble humanitarian mission.

OCR 10-10
GEMS ELECTION MANAGEMENT SYSTEMS

Otsego County Board of Commissioners
March 9, 2010

WHEREAS, the State of Michigan has entered into contract pricing for software license fees established for the GEMS Election Management Systems; and

WHEREAS, the pricing is the same for all who utilize the software regardless of whether the County performs the programming, or a vendor performs the programming and the County only utilizes the software for uploading local election results; and

WHEREAS, Otsego County does not program for elections and utilizes a vendor to provide the programming for elections, and already pays for this service; and

WHEREAS, Otsego County only utilizes the software to upload local election results, so as to compile reports required by the State of Michigan; and

WHEREAS, Otsego County would be required to pay an estimated \$6,000.00 plus per year simply to upload local election results on election night; and

WHEREAS, the cost of this license renewal is an unfunded mandate required by the State of Michigan; and

WHEREAS, the original agreement distributed by the State of Michigan in 2004, never mentioned these exorbitant fees, now, therefore, be it

RESOLVED, that the Otsego County Board of Commissioners objects to the contract license cost for GEMS Election Management Systems in the current structure, and encourages the State of Michigan to negotiate a fee structure which incorporates a prorated payment schedule for counties who do not utilize the entire programming element of the GEMS software; and, be it further

RESOLVED, that copies of this resolution be forwarded to Governor Jennifer Granholm, Senator Tony Stamas, Representative Kevin Elsenheller, and the County Clerks of the State of Michigan, for their consideration.



**MARCH 23, 2010
AGENDA**

**OTSEGO COUNTY 2010 MONUMENTATION/REMONUMENTATION PROGRAM
AGREEMENT FOR COUNTY REPRESENTATIVE SERVICES**

1. Parties. This agreement made this Twenty-Third day of March, 2010, by and between the County of Otsego, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter COUNTY, and Ronald C. Brand, PS., located at 2403 Bellewood 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, 2010, and continue until December 31, 2010.

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 **Three Thousand One Hundred and 00/100 dollars (US \$3,100.00)**. 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, 2010.

 - B. Evaluation of all completed Land Corner Recordation Certificate(s). Such work to be completed by October 30, 2010.

 - 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, 2010.

 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, 2010.

 3. The Work Program for the following year. Such Work Program will be completed by November 30, 2010. 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.
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:
Ronald C. Brand, PS
2403 Bellewood 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-Third day of March, 2010, at Gaylord, Michigan.

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

CONTRACTOR: Ronald C. Brand, PS
2403 Bellewood Drive
Gaylord, MI 49735

By: _____
John M. Burt
Otsego County Administrator

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

Approved as to Form

Approved as to Form

**OTSEGO COUNTY 2010 MONUMENTATION/REMONUMENTATION PROGRAM
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Twenty-Third day of March, 2010, by and between the County of Otsego, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter COUNTY, and Bob Mitchell & Associates located at 512 West Main Street, 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, 2010.

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 **Eleven Thousand Four Hundred Seventy Three and 50/100 dollars (US \$11,473.50)**. The PROJECT shall be defined as the corners completed (corners to be researched, corners to be monumented or remonumented and corners to have coordinates set) without exceeding the maximum amount.

5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when: (a) the Peer Review Group reviews and concurs with the CONTRACTORS Corner Research & Remonumentation according to the County Plan For Otsego County; (b) furnishes an original Land Corner Recordation Form, or forms if appropriate to the County Representative; (c) furnish one complete set of documents for each corner monumented, remonumented, researched or coordinate set to the County Representative to be placed in the permanent file maintained at the Register of Deeds Office; (d) the County Representative certifies to the appropriate County official or officer that (a), (b) and (c) have been completed and that such completed work is in accordance with the grant; (e) that the County will pay the amount owed and due within 30 days of receipt of itemized invoice, approved by the County Representative and by the County Grant.

Administrator. These (a)-(d) requirements will be completed 45 days prior to end of the Grant Agreement, ending 12/31/2010.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 15, 2010**. 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 (20 ea.):

T31N, R3W, Livingston Township, 14 Corners
A13*, B11, B13, C12, C13, D13, E13, F13, G13, H13, I13, J13, K13, L13
T31N, R4W, Elmira Township, 6 Corners
F13, G13, H13, J13, K13, L13

B. CORNERS TO BE MONUMENTED (20 ea.):

T31N, R3W, Livingston Township, 14 Corners
A13*, B11, B13, C12, C13, D13, E13, F13, G13, H13, I13, J13, K13, L13
T31N, R4W, Elmira Township, 6 Corners
F13, G13, H13, J13, K13, L13

* Corner common to another township

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

This Contract requires that all survey work be performed in accordance with Act 345 of Public Acts 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws, and the County Plan as adopted by the State Survey Commission. From time to time the Peer Group will outline a specific procedure to recover or replace a Government corner. It is required that these instructions be followed to the best of the Contractor's ability.

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

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

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

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

10. Sufficiency of Performance. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without willful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this Agreement. In the event of CONTRACTOR's failure to timely perform the services under this Agreement, the COUNTY may, upon notice to CONTRACTOR, seek alternative means of obtaining the services.
11. Termination. This Agreement may be terminated prior to the expiration of its term as follows:
 - A. By mutual written agreement of the parties; or
 - B. In the event of default or breach of this Agreement by either party, the other party may terminate this contract immediately.
 - C. Either party may terminate this Agreement, with or without cause, upon 30 days prior written notice to the party.
12. Effect of Termination. In the event of termination of this Agreement pursuant to Section 11, CONTRACTOR will be entitled to the monies provided herein only through date of termination.
13. Notices. All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the County:	John Burt Otsego County Administrator 225 West Main Street, Suite 203 Gaylord, Michigan 49735
If to:	Bob Mitchell & Associates: Robert F. Mitchell, PS, Manager 512 W. Main Street 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-Third day of March, 2010, at Gaylord, Michigan.

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

CONTRACTOR: BOB MITCHELL &
ASSOCIATES
512 W. Main Street
Gaylord, MI 49735

By: _____
Kenneth R. Glasser, Chairman
Otsego County Commissioner

By: _____
Robert F. Mitchell, PS
Manager

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 2010 MONUMENTATION/REMONUMENTATION PROGRAM
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Twenty-Third day of March, 2010, by and between the County of Otsego, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter COUNTY, and Wade Trim, Inc., located at 271 W. McCoy Road, Gaylord, Michigan, hereafter CONTRACTOR.

2. Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on the date first above written, and continue until December 31, 2010.

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 **Eleven Thousand Four Hundred Seventy Three and 50/100 dollars (US \$11,473.50)**. The PROJECT shall be defined as the corners completed (corners to be researched, corners to be monumented or remonumented and corners to have coordinates set) without exceeding the maximum amount.

5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when: (a) the Peer Review Group reviews and concurs with the CONTRACTORS Corner Research & Remonumentation according to the Monumentation and Remonumentation Plan For Otsego County; (b) furnishes an original Land Corner Recordation Form, or forms if appropriate to the County Representative; (c) furnish one complete set of documents for each corner monumented, remonumented, researched or coordinate set to the County Representative to be placed in the permanent file maintained at the Register of Deeds Office; (d) the County Representative certifies to the appropriate County official or officer that (a), (b) and (c) have been completed

and that such completed work is in accordance with the grant; (e) that the County will pay the amount owed and due within 30 days of receipt of itemized invoice, approved by the County Representative and by the County Grant Administrator. These (a)-(d) requirements will be completed 45 days prior to end of the Grant Agreement, ending 12/31/2010.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 15, 2010**. 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 (20 ea.):
T30N, R4W, Hayes Township, 20 Corners
C2, H3, I2, I3, I4, I5, I6, J3, J5, J7,
K2, K3, K4, K5, K6, K7, L3, L5, L7, M2

B. CORNERS TO BE MONUMENTED (20 ea.):
T30N, R4W, Hayes Township, 20 Corners
C2, H3, I2, I3, I4, I5, I6, J3, J5, J7,
K2, K3, K4, K5, K6, K7, L3, L5, L7, M2

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

This Contract requires that all survey work be performed in accordance with Act 345 of Public Acts 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws, and the County Plan as adopted by the State Survey Commission. From time to time the Peer Group will outline a specific procedure to recover or replace a Government corner. It is required that these instructions be followed to the best of the Contractor's ability.

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

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

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

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

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

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

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

A. By mutual written agreement of the parties; or

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

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

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

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

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

If to Wade Trim: Stephen M. Johnson, P.S.
Vice-President
271 W. McCoy Road
PO Box 618
Gaylord, Michigan 49734

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

AGREED to this Twenty-Third day of March, 2010, 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 R. Glasser, Chairman
Otsego County Commissioner

By: _____
Stephen M. Johnson, PS,
Vice President

Approved as to Form

Approved as to Form

By: _____
John M. Burt,
Otsego County Administrator

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

ENERGY QUEST INC.

3016 Cass Road
Traverse City, Michigan 49684
(231) 946-0712
Fax (231) 946-9509

March 8, 2010

The County of Otsego
225 West Main Street
Gaylord, MI 49735

Re: Ratification of Oil and Gas Lease Request
Property Owners: Dykman, Carl W. and Veronica, h/w
Property address: 2275 Watson Hill, Vanderbilt, MI 49795

Dear County of Otsego,

I am representing Atlas Gas & Oil Company, LLC, in an attempt to satisfy requirements contained in a Division Order Title Opinion covering lands within their Old Vandy 5 Unit. One such requirement is to obtain a Ratification of Oil and Gas Lease from The County of Otsego, the holder of that certain Mortgage dated January 16, 1998, recorded at Liber 666, Page 632 in the Office of the Otsego County Register of Deeds, by and between Carl W. Dykman and Veronica Dykman, husband and wife and The County of Otsego.

Atlas acquired an Oil and Gas Lease from the Dykman's dated August 21, 2008, recorded at Liber 1181, Page 603, in the Office of the Otsego County Register of Deeds (see attached copy). Prior to releasing royalties to the Dykman's, Atlas hereby requests that The County of Otsego execute the enclosed Ratification of Oil and Gas Lease to protect themselves in case they were to default on said mortgage.

Please review said document, if it meets with your approval, please have the Ratification executed on behalf of The County of Otsego (including the notary) and return same to me at the above address.

Should you have any questions or need any additional information, please feel free to give me a call at 231-946-0712. Thank you for your cooperation.

Sincerely,



Christopher L. Howser
Petroleum Landman

Cc: Carl and Veronica Dykman

RATIFICATION OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **The County of Otsego, a Municipal Corporation**, of 225 West Main Street, Gaylord, MI 49735, being the lender of record of that certain Mortgage dated January 16, 1998, recorded at Liber 666, Page 632 in the Office of the Otsego County Register of Deeds, by and between Carl W. Dykman and Veronica A. Dykman, husband and wife (Mortgagors), and The County of Otsego, a Municipal Corporation (Mortgagee), covering the following described lands to wit;

Township 32 North – Range 3 West, Corwith Township

Section 19: West Half of the Southeast Quarter of the Northeast Quarter (W½ SE¼ NE¼)

(Parcel No. 042-019-100-015-04)

Otsego County, Michigan

for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to the undersigned, in hand paid by **Atlas Gas & Oil Company, LLC**, of 10691 East Carter Road, Suite 201, Traverse City, MI 49684, does hereby acknowledge that certain Oil and Gas Lease dated August 21, 2008, recorded at Liber 1181, Page 603, in the Office of the Otsego County Register of Deeds, by and between Carl W. Dykman and Veronica A. Dykman, husband and wife, as Lessor(s) and Atlas Gas & Oil Company, LLC, as Lessee, in all of its terms, conditions and provisions and does hereby lease, demise and let said land and premises unto the said lessee, its successors and assigns in interest upon the terms, conditions and provisions therein contained, and covering all of the above described lands.

The undersigned directs Atlas Gas & Oil Company, LLC, its successors and assigns, until further written notice, to pay all rentals and royalties to come due under said Oil and Gas Lease to the above named Lessor(s), his/her heirs, administrators, successors and/or assigns.

EXECUTED this _____ day of _____, 2010.

The County of Otsego:

by:
its:

STATE OF _____)

COUNTY OF _____)

) SS ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____ the _____ of The County of Otsego, a Municipal Corporation, on behalf of said corporation.

My Commission Expires:

Notary Public _____ County, _____
Acting in _____ County, _____

Prepared by:
Christopher L. Howser
Energy Quest, Inc., 3016 Cass Road, Traverse City, MI 49684

When recorded, return to:
Linda Kessner
Atlas Gas & Oil Company, 10691 East Carter Road, Suite 201, Traverse City, MI 49684

Consent Agenda

E. Animal Control Ordinance Update

Reason for update: Update certain sections of the Animal Control Ordinance to match current County Policy.

Motion: to amend the Otsego County Animal Control Ordinance by changing Article IV, Section 1 to read "The Board, or the County Administrator, if applicable, shall select an Animal Control Officer who shall direct the Animal Control Department, Deputy Animal Control Officers and other individuals working at the Animal Shelter in accordance with the County's budgetary and personnel policies"; and to delete Article XIV, Section 6; and to adopt the amended Otsego County Animal Control Ordinance.

ANIMAL CONTROL ORDINANCE
County of Otsego
State of Michigan

An ordinance relating to and providing for Animal Control, an Animal Control Officer, and Animal Shelter and providing penalties for violation of this ordinance.

THE PEOPLE OF THE
COUNTY OF OTSEGO,
STATE OF MICHIGAN,
DO ORDAIN

ARTICLE I
Purpose

The Board of Commissioners of the County of Otsego, in the interest of protecting the public health, safety, convenience and welfare and to provide for the orderly and uniform administration of log licensing provisions of state law, Public Act 339 of 1919 as amended, MCL 287.261-287.290, and to create the position of Animal Control Officer and define his/her duties, authority and responsibilities, and to regulate and control the conduct, keeping and care of dogs and certain other animals, livestock and poultry, hereby adopts the following ordinance.

ARTICLE II
General Provisions

- (a) Short Title: This ordinance may be known as and may be cited and referred to as the "Animal Control Ordinance."
- (b) Limitations: This Ordinance shall apply uniformly throughout Otsego County except to any City, Village, or Township which adopts its own Animal Control Ordinance.
- (c) Authority: Public Act 339 of the Public Acts of 1919 of the State of Michigan, as amended, MCL 298.261-287.290.
- (d) Penalties: Any person violating any portion of this Ordinance shall be guilty of a misdemeanor punishable by a fine of not less than \$10.00 nor more than \$100.00, or by up to three (3) months jail, or both.
- (e) Agents: Whenever a power is granted to, or a duty is imposed upon the Board of Commissioners, the power may be exercised, or duty performed by an agent authorized by the Board of Commissioners to exercise such power, or to perform such duty, unless this ordinance expressly provided otherwise.
- (f) Severability: If any part of this Ordinance is held invalid it shall not alter other parts of this Ordinance.

ARTICLE III
Definitions

For the purpose of this ordinance, the following terms shall have the following meanings:

- (a) Animal: Any dog, cat, livestock, poultry and shall include birds, fish, wild mammals and reptiles.
- (b) Animal Control Officer: Any agent of the Board of Commissioners designated to enforce this Ordinance or State Acts pertaining to dogs or other animals.
- (c) Animal Shelter: An animal kenneling facility used by Otsego County to house stray or unwanted animals.
- (d) At large: An animal off the premises of the owner and not under reasonable control.
- (e) Board: the Otsego County Board of Commissioners.
- (f) Department: The Animal Control Department.
- (g) Euthanasia: Putting an animal to death in a humane manner.
- (h) Harbor: Providing shelter and/or food other than a periodic or temporary situation.
- (i) Kennel: Any establishment which keeps or boards animals for profit whether for breeding, sale, storage or sporting purposes.
- (j) Livestock: Farm animals used for human food and fiber or animals used for service to humans. Does not mean human companion animals such as dogs or cats.
- (k) Owners: A person, partnership or corporation owning, keeping or harboring animals.
- (l) Poultry: Any domestic fowl, ornamental or game bird.
- (m) Reasonable Control: Having an animal on a suitable leash or under the oral control of the owner or confined in an automobile, cage or pen.
- (n) To keep: Provide shelter and/or food for any animal for any period of time in excess of twelve (12) hours to be in charge of control of an animal under any written or verbal agreement with the owner thereof.
- (o) Vicious Animals: An animal that has,
 - (1) demonstrated propensity to attack without provocation to cause injury or otherwise threaten the safety of humans or domestic animals.
 - (2) without provocation attacks and by action indicates it will bite any person or domestic animal.

- (3) chased or approached a person in a menacing fashion causing a reasonable person to fear for his/her safety.

ARTICLE IV
ANIMAL CONTROL OFFICER
Authority and Responsibilities

Section 1: The Board, or the County Administrator, if applicable, shall select an Animal control Officer who shall direct the Animal control Department, Deputy Animal Control Officers and other individuals working at the Animal Shelter in accordance with the County's budgetary and personnel policies. Animal Control Officers must be accredited by the Michigan Department of Agriculture.

Section 2: The Animal Control Officer, his deputies, and any police officer shall enforce the provisions of this ordinance and applicable State Acts including but not limited to issuance of tickets, citation or summonses to persons in violation of this Ordinance or State Acts and may make a complaint in regard to such violations to the District Court.

Section 3: The Animal Control Officer and Deputies, when enforcing this ordinance, shall bear satisfactory identification reflecting the authority under which they act.

Section 4: The Animal Control Officer and Deputies are authorized, consistent with constitutional limitations, to inspect public and private premises to determine compliance with this Ordinance and state animal control laws including, but not limited to, the harboring, keeping, possessing, or licensing of animals. The authority to inspect shall include the authority to obtain a search warrant to compel entry for inspection.

ARTICLE V
Duties of Animal Control
Officers and Deputies

Section 1: The Animal Control Officer and Deputies shall promptly seize and place in the Animal Shelter all dogs or other animals, livestock or poultry found running at large or being kept or harbored any place with the County contrary to the provisions of the Ordinance or State Acts.

Section 2: The Animal Control Officer and Deputies shall assure that all companion animals deemed unsuitable for adoption are destroyed in a humane manner after being impounded for a period of not less than ten (10) days and the remains shall be disposed of as defined by the Board or State Acts.

Section 3: The Animal Control Officer or Deputies shall promptly investigate all animal bite complaints involving humans and shall search out and attempt to discover the animal involved and shall to decide whether to impound or quarantine for examination for disease in accordance with provisions of this Ordinance and/or State Acts. He/she shall also be obligated to seize and impound any rabies suspect animal.

Section 4: The Animal Control Officer or Deputies shall attempt to identify and locate all unlicensed dogs, to list such dogs and deliver such list to the Prosecuting Attorney for necessary proceedings as provided by this Ordinance and/or State Acts.

Section 5: The Animal Control Officer and Deputies shall investigate all cases of suspected animal cruelty.

Section 6: The Animal Control Officer and Deputies shall have the authority to inspect any kennel within Otsego County to ensure compliance with this Ordinance and state animal control laws; may suspend a kennel license and operations, upon probable cause to believe the kennel lacks adequate care, as defined by state law, MCL 750.50, as to any animal, such suspension to be lifted only upon clear proof that the condition leading to the lack of adequate care has been fully corrected; and shall revoke a kennel license upon court order.

Section 7: The Animal Control Officer and Deputies shall have the authority to investigate all incidents where an animal is alleged to be dangerous to persons, animals, or property; shall have the authority to seize and impound, pending a show cause hearing before the District Court, any allegedly dangerous animal upon probable cause to believe the animal is and will continue to be a danger to persons or other animals; and shall have the authority to confine and quarantine for ten (10) days any animal which has bitten a person or another animal.

Section 8: The Animal Control Officer and Deputies shall have the obligation to properly account for all fees and monies collected and shall deposit same with the County Treasurer as directed.

Section 9: The Animal Control Officer and Deputies shall have such other duties relating to enforcement of this ordinance and State Acts as the Board may provide from time to time.

ARTICLE VI Licensing – Vaccination

Section 1: It shall be unlawful for any person to own any dog six (6) months or older unless the dog is licensed or to own any dog six (6) months or older that does not, at all times, wear a collar with a tag approved by the Director of the Michigan Department of Agriculture attached except when engaged in lawful hunting or training accompanied by the owner.

Section 2: An application for a license shall indicate the dog's breed, sex, age, color and address of its owner.

Section 3: The owner of the dog must prove that the animal has been inoculated against rabies and no license shall be issued unless applicant can provide a certificate signed by a veterinarian showing compliance with this provision.

Section 4: The Board, by resolution, shall establish license fees for dogs and determine additional payment for failure to comply with provisions of this section. The Board shall consider that:

- (a) All dogs six (6) months or older, on or before March 1 and each March 1 thereafter must have a license.

- (b) The owner shall have thirty (30) days after securing a dog to obtain a license without penalty.
- (c) All dogs secured from the shelter must be properly licensed and provision made for altering as provided by Article IX, Section 7 of this Ordinance.

Section 5: Fee for leader dogs or dogs trained to assist the handicapped are waived but owner must assure that rabies shot has been secured for the dog as provided in Section 3 of Article VI.

Section 6: Current licenses issued by other Michigan Counties and any other governmental agencies shall be honored by Otsego County until the following March 1.

Section 7: No dog shall be exempt from the rabies vaccine requirement unless a registered and practicing veterinarian of the State of Michigan certifies, in writing, that such vaccine would be detrimental to the health of the dog.

Section 8: No license or license tag issued for one dog shall be transferable to another. However, if the ownership or possession of a dog is permanently transferred from one person to another within this County, the license of the dog remains valid. It is the responsibility of the new owner to notify the Animal Control Officer or a Deputy.

Section 9: A lost dog license shall be replaced by the County upon application to the Animal Control Officer or Deputy. Cost of the replacement to be determined by the Board.

ARTICLE VII Confinement

Section 1: Any animal that bites a person shall be quarantined for ten (10) day at the Animal Shelter at the expense of the owner. The animal shall be securely confined and have no contact with other animals. At the discretion of the Director of Public Health, the animal may be quarantined on the premises of the owner or at a veterinary hospital.

Section 2: An animal not kept as a pet, including wild animals, which bite a human or animal, shall, if located, be confined for the required ten (10) days at the Animal Shelter or other suitable location. Public Health policies shall prevail in all situations.

Section 3: Every dog and other animal shall at all times be confined on the premises of the owner except when the animal is under the reasonable control of the owner.

Section 4: All vicious animals shall be securely confined indoors or in an enclosed and locked pen or structure on the premises of the owner. The pen or structure must have minimum dimensions of five (5) feet by ten (10) feet and must have secure sides and a secure top attached to the sides. If the floor is not attached to the sides, the sides must be imbedded into the ground to a minimum of two (2) feet.

Section 5: Vicious animals, off the owners property, must be muzzled and retrained on a chain or leash not more than four (4) feet in length and under the control of a person physically capable of controlling the animal.

Section 6: The owner of a vicious animal shall display in a prominent place on the owner's premises a clearly visible warning sign indicating that there is a vicious animal on the premises. The sign must be readable from the public highway or thoroughfare. The owner shall also display a sign with a symbol warning children of the presence of a vicious animal.

ARTICLE VIII Kennel License

Section 1: Any person who owns, keeps or operates a kennel may, in lieu of individual licenses required under this Ordinance and in accordance with State Acts, apply to the Animal Control Department for a kennel license entitling that person to own, keep or operate such kennel in accordance with applicable State Acts. All other provisions of this Ordinance shall apply.

Section 2: Any person who owns, keeps or operates a kennel within the boundaries of Otsego County shall, within thirty (30) calendar days prior to the start of such operation, or within thirty (30) days prior to the expiration date of a previously issued license, obtain a kennel license from the Animal Control Department which shall issue such license if the kennel is in compliance with Public Act 339 of 1919, as amended MCL 287.270, 287.271 and with applicable parts of this Ordinance.

Section 3: the fee for a kennel license shall be as determined by the Public Acts of the State of Michigan. Failure to apply within the prescribed time limits (see Section 2 above) will result in a doubling of the applicable fee.

Section 4: The Animal Control Officer or Deputies shall have the right to inspect any kennel in Otsego County. (see Section 6 of Article V)

ARTICLE IX Animal Shelter and Impoundment

Section 1: The Animal Control Officer and Deputies shall operate and maintain an adequate facility as a shelter to receive, care for and safely confine any animal in the Officer's custody under the provisions of this Ordinance. The shelter shall be accessible to the public during reasonable hours for the conduct of necessary business, especially concerning impounded animals.

Section 2: The Animal Control Officer and Deputies may impound and hold at the shelter any animal when it is subject to a violation of this Ordinance, when it requires protective custody and care due to mistreatment or neglect by its owner, when it is voluntarily donated by its owner or when otherwise ordered impounded by a court.

Section 3: An animal shall be considered impounded from the time an Animal Control Officer takes physical custody of the animal.

Section 4: Immediately upon impounding an animal the Animal Control Officer or Deputies shall make a reasonable effort to notify the owner. Any owner may redeem an animal by executing a sworn statement of ownership, furnishing a license and tag and paying any required fees or costs. Animal Control need not release to an owner, without a court order, any animal which is dangerous,

subject to quarantine, which has not been given adequate care, or if there exists other circumstances which would endanger the welfare of the animal or the health, safety, or welfare of the public.

Section 5: upon impounding an animal, Animal Control shall record: the date, a description of the animal, license information, owner information, other pertinent data.

Section 6: Any companion animal (dog or cat) not redeemed by its owner, which is neither a potentially dangerous animal nor in a dangerous condition of health will be released for adoption pursuant to Otsego County's "no kill policy".

Section 7: A dog or cat released for adoption will be released subject to the following conditions:

- (a) The adoptive owner shall pay applicable fees and costs.
- (b) Adoptive owner shall pay a surgical prepayment deposit to assure that dogs or cats capable of sexual reproduction are rendered sexually non-reproductive by spaying or neutering. Upon written certification that the animal has been altered by a licensed, practicing veterinarian, the surgical prepayment deposit will be refunded.
- (c) The adoptive owner shall sign a written agreement to render any dog or cat sexually non-reproductive within thirty (30) days of adoption or upon the animal attaining sexual maturity.

Section 8: The Animal Control Officer or Deputies may decline to release an animal for adoption if the prospective owner has been convicted of cruelty to animals within the previous ten (10) years, or has inadequate or inappropriate facilities for keeping or harboring the animal and providing proper care or there is the existence of other circumstances, which in the opinion of the Animal Control Officer or Deputy, would endanger the welfare of the animal or the health, safety or welfare of the public.

ARTICLE X

Prohibitions and Regulated Conduct

Section 1: For the purpose of this Article the term "permit" shall include human conduct that is intentional, deliberate, careless or negligent regarding an owned animal. It is unlawful for any person to:

- (a) Permit any animal, except domesticated cats, to be at large or to stray beyond the property of the owner unless such animal is restrained by a leash or unless such animal is engaged in lawful hunting or hunting practice and is accompanied by a responsible person.
- (b) Permit any animal to trespass upon the property or to cause damage to property, real or personal, of another person.
- (c) Keep exotic, wild or otherwise dangerous animals unless specifically approved by the Animal Control Officer.
- (d) Engage in any activity prohibited by Public Act 381 of 1988, MCL 750.49 relating to animals owned, possessed, trained or used for fighting, baiting or target shooting.
- (e) Permit a dog in heat (estrus) to be accessible to a male dog not in the person's ownership except for intentional breeding purposes.

- (f) Permit any animal to cause unreasonable annoyance, alarm or noise disturbance at any time of the day or night, by repeated barking or other sounds which may be heard beyond the boundaries of the owner's property.
- (g) Permit an animal to be confined within or on a motor vehicle when conditions may endanger the health or well being of the animal, including, but not limited to dangerous temperature, lack of food, water or attention.
- (h) Abandon any animal.
- (i) Knowingly place food of any description containing poisonous or other injurious ingredients in any area likely to be reasonably accessible to any animals except rodents.
- (j) Physically mistreat any animal either by deliberate abuse or failure to furnish adequate care and shelter.
- (k) Permit any animal to leave the confines of any officially prescribed quarantine area.
- (l) Seize, molest or tease any animal while on the property of its owner or while held or led on a leash by its owner, or to decoy or entice any animal out of an enclosure or off the property of its owner.
- (m) Fail to comply with the requirements of this Ordinance and State Acts which apply to animal control.
- (n) Offer companion pets for adoption or sale on the property of any retail establishment. (Exception: Retail pet store or kennels).

Section 2: Otsego County reserves the right to limit the number of companion pets harbored in any one location, to insure the health, safety or welfare of the animal(s) or public.

ARTICLE XI

Regulations and Prohibition in certain Cities and Villages

Prohibitions, requirements and regulations set forth in this Article shall apply and be enforceable within the jurisdiction of any city or village within Otsego County having a population in excess of 3,000 according to the most recent official census.

Section 1: The owner of a vicious animal must provide proof to the City or Village Clerk that the owner has procured public liability insurance of at least \$500,000 insuring the owner for any personal injury which may be caused by his or her vicious animal.

Section 2: Conditions for keeping.

- (a) No person shall own or keep any animal or be in control of any animal that defecates on land owned by another or public land unless such owner or person in control immediately removes the feces and either places it in a refuse disposal container or otherwise disposes of it at his own place of abode.
- (b) All refuse or other litter resulting from their keeping or housing shall be disposed of daily in such a manner as to prevent any nuisance or any unsanitary, odorous or offensive condition.

Section 3: No person shall allow any animal to be on or in any public park or any public or private school property except for organized and sanctioned events.

Section 4: Limitation on number of dogs/cats.

- (a) No person shall possess, harbor, shelter, keep or have custody of more than two (2) dogs that are three (3) months old or older on the same premises in any city or village except in commercial or licensed kennels, veterinary hospitals, clients, pet shops or similar permitted uses in properly zoned districts or when such kennels, veterinary hospital, clinics, pet shops and similar uses validly exist as non-conforming uses pursuant to the applicable zoning ordinances.
- (b) No person shall own, possess, shelter, keep or harbor more than three (3) cats over six (6) months of age at any one time. The provisions of this section shall not apply to cats that are being kept by a veterinarian or in a veterinary hospital or by an established commercial pet shop.

Section 5: Farm Animals: No person shall keep or house any horse, cow, calf, mule, duck, geese, turkey, guinea hen, goat, sheep, chicken, rabbit or pig within any city or village.

Section 6: No person shall shelter, exhibit, market, harbor, raise, breed, maintain or have in his or her possession or under his or her control within any city or village, any dangerous or exotic animal.

- (a) Definitions as used in this Section:
 - (1) "Dangerous or exotic animals" means and includes any wild mammal, reptile or fowl which is not naturally tame or gentle, but is a wild nature or disposition, and which, because of its size, vicious nature or other characteristics, would constitute a danger to human life or property;
 - (2) "Animal" means a live and vertebrate creature, fowl, or reptile;
 - (3) "Exotic" means an animal which is foreign and generally not native by birth to the County of Otsego;
 - (4) "Harbor" means to feed or shelter an animal;
 - (5) "Wild" means an animal which generally lives in its original and natural state and is not normally domesticated;
 - (6) "Market" means to buy, sell, or otherwise deal in a wild or exotic animal, either wholesale or retail.
- (b) This Section does not apply to:
 - (1) The keeping of such animals in a bona fide licensed veterinary hospital for treatment;
 - (2) The keeping of such animals in a bona fide educational or medical institution, museum or other place where they are kept as live specimens for public view or for the purpose of instruction or study;
 - (3) Any official police canine dog.

Section 7: Carcass Removal and Burial:

- (a) When any animal dies the owner in possession of it shall, within twelve (12) hours thereafter, cause the carcass to be removed beyond the city or village limits or bury the same so that the entire carcass shall be covered with earth not less than three (3) feet in depth above such carcass.
- (b) Unless authorized, no person shall bring the carcass of any dead animal into any city or village for disposal,

ARTICLE XII
Receipts and Disbursement of Funds

All fees and monies collected under the provisions of this Ordinance, but not those collected under state law, shall be transferred to the General Fund of Otsego County, Michigan in accordance with the standards and practices of the County Treasurer and the monies paid out in accordance with this Ordinance shall be drawn upon the General Fund of Otsego County, Michigan.

ARTICLE XIII
Treasurer's Record and Duties

Section 1: An annual report shall be made by the Animal Control Officer indicating the number of logs licensed as compared with the previous year to assist in locating unlicensed dogs.

Section 2: Every Township, Village or City Treasurer shall receive a sum to be determined from time to time for each dog they license between December 1 and the last day of February.

Section 3: The fees and expenses as established by this Ordinance may be changed from time to time on or before November 1 of each year by the Board.

Section 4: All other fees relating to the Animal Control Department shall be determined by the Board.

ARTICLE XIV
Animal Control Department

Section 1: The Animal Control Officer shall be the Department Manager.

Section 2: The Animal Control Shelter and equipment is assigned to the Animal Control Department.

Section 3: The annual operating budget shall be prepared and submitted by the Manager.

Section 4: The Animal Control Officer and Deputies shall dress in a uniform suitable for a law enforcement officer.

Section 5: The Animal Control Department will have an Animal Control Committee made up of three (3) members of the Board.

~~Section 6: The Animal Control Department Manager may be removed from his/her position after a show cause hearing before the County Personnel committee and a subsequent majority vote of those elected to the Board.~~

ARTICLE XV
Preservation of Certain Rights

Section 1: Nothing in this Ordinance shall be construed to prevent the owner of a licensed dog from recovery in an action of law from any peace officer or any other person, except as herein provided.

Section 2: Nothing in this Ordinance shall be construed as limiting the common law liability of the owner of a dog or other animal for damages committed by a dog or other animal.

ARTICLE XVI
Construction

Section 1: When not inconsistent with the context words used in the present tense include the future and past tense. Words in the singular include the plural and words in the plural include the singular. Masculine shall include the feminine and neuter. The word "shall" is always mandatory and not merely directive. Words or terms not defined herein shall be interpreted in the manner of their common meaning. Headings shall be deemed for convenience and shall not limit the scope of any article of this Ordinance.

Section 2: The regulations of this Ordinance are minimum standards supplemental to the rules and regulations duly enacted by appropriate Michigan Departments and the Acts of the State of Michigan. Where any provision of this Ordinance is a conflict with State Acts the State Act shall prevail.

Section 3: All ordinances or parts of ordinances or policies inconsistent herewith are hereby repealed.



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: General fund - prosecutor dept.

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE Payroll correction

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101-941-999-000 - Contingency	\$	\$ 10,200
101-267-704-300 - Retirement	\$ 1,000	\$
101-267-703-030 - Hourly wages	\$ 8,500	\$
101-267-704-200 - Payroll taxes	\$ 700	\$
- -	\$	\$
- -	\$	\$
Total	\$ 10,200	\$ 10,200

Rachel Frisch
Department Head Signature

3-17-10
Date

Finance Department
Entered:
By:

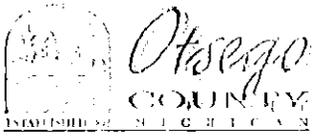
Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Capital Projects Fund

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustment to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE Purchase generator for new building

Account Number	Decrease	Increase
499-050-400-001 - Use of Fund Bal.	\$	\$ 7,500
-	\$	\$
-	\$	\$
-	\$	\$
Total	\$	\$ 7,500

EXPENDITURE

Account Number	Increase	Decrease
499-901-970.300 - Property - bldgs	\$ 7,500	\$
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
Total	\$ 7,500	\$

Rachel Frosch
Department Head Signature

3-17-10
Date

Finance Department
Ent
By:

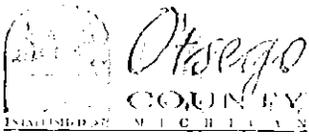
Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment

Page Number



OTSEGO COUNTY
BUDGET AMENDMENT

FUND/DEPARTMENT: Courthouse Restoration / Public Improvmt

As provided for in the Uniform Budget and Accounting Act of 1978, as amended and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

RI VENUE Court security remodeling project @ Alpine Center

Account Number	Decrease	Increase
245.050-400.001 - Use of Fund Bal.	\$	\$ 3,500
497.050-699.030 - Transfer In	\$	\$ 3,500
Total	\$	\$ 7,000

EXPENDITURE

Account Number	Increase	Decrease
245.941-999.000 - Transfer Out	\$ 3,500	\$
497.901-970.300 - Property-bldgs	\$ 3,500	\$
Total	\$ 7,000	\$

Rachel Fresh
Department Head Signature

3-17-10
Date

Finance Department	

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Ad

Number

dcashty



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Equipment Fund

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE Purchase scanner+software for Prosecutor office

Account Number	Decrease	Increase
266.050-400.001 - Use of Fund Bal.	\$	\$ 13,228
-	\$	\$
-	\$	\$
-	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
266.901-970.435 - Property equip.	\$ 13,228	\$
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
Total	\$ 13,228	\$ 13,228

Rachel Fresch
Department Head Signature

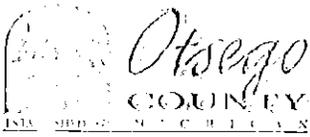
3.17.10
Date

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adj. #



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Equipment Fund

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE Purchase scanner for Land Use Services

Account Number	Decrease	Increase
266.050 - 400.001 - Use of Fund Bill	\$	\$ 7,495
-	\$	\$
-	\$	\$
-	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
266.901 - 970.435 Property-equip.	\$ 7,495	\$
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
Total	\$ 7,495	\$ 7,495

Rachel Frisch

Department Head Signature

3.17.10

Date

Finance Department
By: _____

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

BALANCE SHEET - - BOARD DISCRETIONARY FUNDS - - FEBRUARY 28, 2010

	GENERAL FUND	PUBLIC IMPROVEMENT	BUDGET STABILIZATION	LEGAL DEFENSE	EQUIPMENT FUND
ASSETS					
CASH	547,259.00	365,868.33	292,884.58	107,233.93	67,953.87
INVESTMENTS	1,645,130.00	803,758.31	737,873.79	-	-
IMPREST CASH	10,815.00	-	-	-	-
TAXES RECEIVABLE	493,844.00	-	-	-	-
ACCOUNTS RECEIVABLE	80.00	0.46	-	-	-
DUE FROM STATE	-	-	-	-	-
DUE FROM OTHER FUNDS	-	12,148.53	-	-	1,400.00
LONG TERM ADV TO OTHER FDS	-	141,664.08	-	-	-
LONG TERM ADV TO EMS	-	254,573.77	-	-	-
POSTAGE INVENTORY	4,175.00	-	-	-	-
SUPPLIES INVENTORY	12,564.00	-	-	-	-
PREPAID EXPENSE	-	-	-	-	-
TOTAL ASSETS	<u>2,713,867.00</u>	<u>1,578,013.48</u>	<u>1,030,758.37</u>	<u>107,233.93</u>	<u>69,353.87</u>
LIABILITIES					
ACCOUNTS PAYABLE	-	-	-	-	-
ACCRUED WAGES PAYABLE	-	-	-	-	-
DUE TO OTHER FUNDS	1,898,953.00	-	-	-	-
DEFERRED REVENUE	41,499.00	-	-	-	-
TOTAL LIABILITIES	<u>1,940,452.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCE	773,415.00	1,578,013.48	1,030,758.37	107,233.96	69,353.87
RESERVED/DESIGNATED	-	-	-	-	-
UNRESERVED	773,415.00	1,578,013.48	1,030,758.37	107,233.96	69,353.87
TOTAL FUND BALANCE	<u>773,415.00</u>	<u>1,578,013.48</u>	<u>1,030,758.37</u>	<u>107,233.96</u>	<u>69,353.87</u>
TOTAL LIABS & FUND BALANCE	<u>2,713,867.00</u>	<u>1,578,013.48</u>	<u>1,030,758.37</u>	<u>107,233.96</u>	<u>69,353.87</u>

Information on these pages is unaudited and is prepared using the modified cash basis of accounting.

BALANCE SHEET -- BOARD DISCRETIONARY FUNDS -- FEBRUARY 28, 2010

	REVENUE SHARING	CAPITAL PROJECTS	DEBT SERVICE	HEALTH CARE
ASSETS				
CASH	47,068.51	29,801.09	94,279.50	522,702.25
INVESTMENTS	-	90,000.00	-	-
IMPREST CASH	-	-	-	-
TAXES RECEIVABLE	-	-	-	-
ACCOUNTS RECEIVABLE	-	-	-	191.79
DUE FROM STATE	-	-	-	-
DUE FROM OTHER FUNDS	1,898,953.27	-	-	-
LONG TERM ADV TO OTHER FDS	-	23,967.92	-	-
LONG TERM ADV TO EMS	-	-	-	-
POSTAGE INVENTORY	-	-	-	-
SUPPLIES INVENTORY	-	-	-	-
PREPAID EXPENSE	-	-	-	-
TOTAL ASSETS	<u>1,946,021.78</u>	<u>143,769.01</u>	<u>94,279.50</u>	<u>522,894.04</u>
LIABILITIES				
ACCOUNTS PAYABLE	-	-	-	-
ACCRUED WAGES PAYABLE	-	-	-	-
DUE TO OTHER FUNDS	-	-	-	-
DEFERRED REVENUE	-	-	-	-
TOTAL LIABILITIES	-	-	-	-
FUND BALANCE				
RESERVED/DESIGNATED	1,946,021.78	143,769.01	94,279.50	522,894.04
UNRESERVED	-	-	-	-
TOTAL FUND BALANCE	<u>1,946,021.78</u>	<u>143,769.01</u>	<u>94,279.50</u>	<u>522,894.04</u>
TOTAL LIABS & FUND BALANCE	<u>1,946,021.78</u>	<u>143,769.01</u>	<u>94,279.50</u>	<u>522,894.04</u>

**OTSEGO COUNTY BOARD DISCRETIONARY FUNDS
BUDGET REPORT**

YEAR TO DATE FEBRUARY 28, 2010

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2009	2010 AMENDED BUDGET	YTD BALANCE 02/28/2010	AVAILABLE BALANCE	% COLLECTED/ SPENT
Fund 101 - GENERAL FUND						
Revenues						
010-PROPERTY TAXES		10,902.54	4,898,267.00	64,501.20	4,833,765.80	1.32%
015-STATE UNRESTRICTED REVENUE		0.00	163,584.00	0.00	163,584.00	0.00%
025-INTEREST EARNINGS		12,125.46	100,000.00	39,627.93	60,372.07	39.63%
030-OTHER REVENUE		(30.00)	68,640.00	0.00	68,640.00	0.00%
050-SPECIAL ITEMS/TRANSFERS		494,303.00	475,232.00	460,974.00	464,258.00	97.00%
131-CIRCUIT COURT		42,258.60	206,950.00	41,719.30	165,230.70	20.16%
132-LEIN FEES		0.00	8,600.00	875.00	7,725.00	10.17%
133-DRUG COURT GRANT		(16,538.94)	77,705.00	1,993.04	75,711.96	2.56%
134-RDSS TRANSPORT GRANT		0.00	20,000.00	1,127.82	18,872.18	5.64%
136-DISTRICT COURT		101,202.72	419,349.00	88,014.64	331,334.36	20.99%
141-FRIEND OF THE COURT		(24,686.99)	336,167.00	(9,949.27)	346,116.27	-2.96%
145-JURY COMMISSION		0.00	6,000.00	0.00	6,000.00	0.00%
148-PROBATE COURT		12,118.17	177,419.00	6,022.24	171,396.76	3.39%
166-FAMILY COUNSELING SERVICES		270.00	4,000.00	190.00	3,810.00	4.75%
215-COUNTY CLERK/ROD		34,138.85	259,800.00	37,456.19	222,343.81	14.42%
253-TREASURER		109.58	700.00	106.58	593.42	15.23%
257-EQUALIZATION		831.45	36,450.00	3,075.19	33,374.81	8.44%
267-PROSECUTOR		8,780.83	67,625.00	7,906.70	59,718.30	11.69%
301-SHERIFF		908.02	14,000.00	649.11	13,350.89	4.64%
302-SHERIFF - CIVIL DIVISION		5,325.20	30,000.00	5,718.00	24,282.00	19.06%
310-REMONUMENTATION		(26,361.07)	0.00	0.00	0.00	0.00%
320-JUSTICE TRAINING		0.00	5,500.00	0.00	5,500.00	0.00%
331-MARINE SAFETY		0.00	13,000.00	0.00	13,000.00	0.00%
332-MOTORCYCLE SAFETY EDUCATION		0.00	56,800.00	21.66	56,778.34	0.04%
333-SNOWMOBILE GRANT		0.00	12,500.00	0.00	12,500.00	0.00%
336-OFF-ROAD VEHICLE GRANT		0.00	15,544.00	0.00	15,544.00	0.00%

GL NUMBER	DESCRIPTION	YTD BALANCE		2010		YTD BALANCE		% COLLECTED/	
		02/28/2009	AMENDED BUDGET	02/28/2010	BALANCE	SPENT	BALANCE	SPENT	
351-JAIL		12,109.92	66,000.00	2,247.91	63,752.09	3.41%			
427-EMERGENCY SERVICES		0.00	18,000.00	0.00	18,000.00	0.00%			
450-REMONUMENTATION		0.00	20,000.00	0.00	20,000.00	0.00%			
721-PLANNING / ZONING		765.00	97,579.00	20,103.01	77,475.99	20.60%			
TOTAL Revenues		668,532.34	7,675,411.00	772,380.25	7,353,030.75	10.06%			
Expenditures									
101-COMMISSIONERS		25,612.58	166,741.00	22,479.82	144,261.18	13.48%			
105-OTHER LEGISLATIVE		20,387.15	20,388.00	20,387.15	0.85	100.00%			
131-CIRCUIT COURT		172,464.30	1,155,067.00	163,168.02	991,898.98	14.13%			
132-LEIN FEES		0.00	8,600.00	1,750.00	6,850.00	20.35%			
133-DRUG COURT GRANT		7,430.82	78,505.00	7,462.07	71,042.93	9.51%			
134-RDSS TRANSPORT GRANT		1,211.70	20,000.00	1,075.82	18,924.18	5.38%			
136-DISTRICT COURT		8,952.47	65,861.00	10,117.26	55,743.74	15.36%			
141-FRIEND OF THE COURT		47,321.29	392,085.00	51,000.64	341,084.36	13.01%			
145-JURY COMMISSION		1,261.98	22,700.00	4,208.56	18,491.44	18.54%			
148-PROBATE COURT		25,154.83	172,436.00	26,507.54	145,928.46	15.37%			
166-FAMILY COUNSELING SERVICES		175.00	4,000.00	175.00	3,825.00	4.38%			
172-COUNTY ADMINISTRATOR		27,202.50	112,515.00	28,128.75	84,386.25	25.00%			
201-FINANCE DEPARTMENT		25,178.25	100,930.00	25,232.50	75,697.50	25.00%			
215-COUNTY CLERK/ROD		43,329.36	302,218.00	43,734.83	258,483.17	14.47%			
223-EXTERNAL AUDIT		6,188.01	15,572.00	6,396.20	9,175.80	41.08%			
228-INFORMATION TECHNOLOGY		6,702.33	52,830.00	6,006.01	46,823.99	11.37%			
253-TREASURER		18,158.83	102,969.00	14,853.82	88,115.18	14.43%			
257-EQUALIZATION		31,119.96	244,603.00	33,760.92	210,842.08	13.80%			
261-COOPERATIVE EXTENSION		2,247.22	47,536.00	1,833.07	45,702.93	3.86%			
262-ELECTIONS		179.20	30,752.00	(14.00)	30,766.00	-0.05%			
264-BUILDING AUTHORITY		0.00	1,720.00	0.00	1,720.00	0.00%			
265-BUILDING AND GROUNDS		130,863.50	482,586.00	120,646.50	361,939.50	25.00%			
267-PROSECUTOR		62,038.04	470,423.00	65,158.07	405,264.93	13.85%			
270-HUMAN RESOURCES		12,694.50	52,862.00	13,215.50	39,646.50	25.00%			
278-SURVEYOR		0.00	200.00	0.00	200.00	0.00%			

GL NUMBER	DESCRIPTION	YTD BALANCE		2010		YTD BALANCE		AVAILABLE		% COLLECTED/ SPENT
		02/28/2009	02/28/2009	AMENDED BUDGET	02/28/2010	02/28/2010	BALANCE	BALANCE	SPENT	
280-SOIL CONSERVATION DISTRICT		8,000.00	8,000.00	4,000.00	4,000.00	4,000.00	0.00	0.00	100.00%	
301-SHERIFF		170,093.75	170,093.75	767,158.00	82,294.25	82,294.25	684,863.75	684,863.75	10.73%	
302-SHERIFF - CIVIL DIVISION		5,994.99	5,994.99	42,888.00	4,740.20	4,740.20	38,147.80	38,147.80	11.05%	
305-SALES		5,000.00	5,000.00	1,000.00	1,000.00	1,000.00	0.00	0.00	100.00%	
320-JUSTICE TRAINING		1,481.50	1,481.50	5,500.00	0.00	0.00	5,500.00	5,500.00	0.00%	
331-MARINE SAFETY		0.00	0.00	13,000.00	0.00	0.00	13,000.00	13,000.00	0.00%	
332-MOTORCYCLE SAFETY EDUCATION		2,724.54	2,724.54	56,800.00	591.37	591.37	56,208.63	56,208.63	1.04%	
333-SNOWMOBILE GRANT		831.15	831.15	12,500.00	159.20	159.20	12,340.80	12,340.80	1.27%	
336-OFF-ROAD VEHICLE GRANT		0.00	0.00	15,544.00	0.00	0.00	15,544.00	15,544.00	0.00%	
351-JAIL		121,769.49	121,769.49	949,965.00	122,967.94	122,967.94	826,997.06	826,997.06	12.94%	
427-EMERGENCY SERVICES		6,673.44	6,673.44	43,578.00	6,188.05	6,188.05	37,389.95	37,389.95	14.20%	
445-DRAINS		0.00	0.00	4,000.00	0.00	0.00	4,000.00	4,000.00	0.00%	
450-REMONUMENTATION		0.00	0.00	20,000.00	0.00	0.00	20,000.00	20,000.00	0.00%	
601-DISTRICT HEALTH		50,588.25	50,588.25	165,000.00	41,250.00	41,250.00	123,750.00	123,750.00	25.00%	
605-COMMUNICABLE DISEASES		500.00	500.00	500.00	500.00	500.00	0.00	0.00	100.00%	
631-SUBSTANCE ABUSE		0.00	0.00	82,234.00	0.00	0.00	82,234.00	82,234.00	0.00%	
648-MEDICAL EXAMINER		8,035.93	8,035.93	72,283.00	7,520.53	7,520.53	64,762.47	64,762.47	10.40%	
649-MENTAL HEALTH		0.00	0.00	94,003.00	0.00	0.00	94,003.00	94,003.00	0.00%	
681-VETERANS BURIAL		462.42	462.42	10,100.00	600.00	600.00	9,500.00	9,500.00	5.94%	
682-VETERANS AFFAIRS		3,349.97	3,349.97	25,323.00	3,636.65	3,636.65	21,686.35	21,686.35	14.36%	
721-PLANNING / ZONING		14,686.87	14,686.87	94,939.00	12,408.06	12,408.06	82,530.94	82,530.94	13.07%	
729-CHAMBER OF COMMERCE		2,000.00	2,000.00	1,000.00	1,000.00	1,000.00	0.00	0.00	100.00%	
731-ECONOMIC ALLIANCE		7,500.00	7,500.00	2,500.00	2,500.00	2,500.00	0.00	0.00	100.00%	
851-INSURANCE AND BONDS		0.00	0.00	330,922.00	0.00	0.00	330,922.00	330,922.00	0.00%	
853-HEALTH CARE RETIREES		14,312.62	14,312.62	80,000.00	14,089.44	14,089.44	65,910.56	65,910.56	17.61%	
864-DISTRIBUTIVE SERVICES		8,301.65	8,301.65	49,035.00	3,811.54	3,811.54	45,223.46	45,223.46	7.77%	
941-CONTINGENCY		0.00	0.00	75,147.00	0.00	0.00	75,147.00	75,147.00	0.00%	
961-APPROPRIATION - HUMAN SVCS		0.00	0.00	5,520.00	0.00	0.00	5,520.00	5,520.00	0.00%	
962-APPROPRIATION - LGL DFS FUND		18,750.00	18,750.00	50,000.00	12,500.00	12,500.00	37,500.00	37,500.00	25.00%	
966-APPROPRIATION - AIRPORT		80,000.00	80,000.00	175,000.00	100,000.00	100,000.00	75,000.00	75,000.00	57.14%	
967-APPROPRIATION - CHILD CARE		70,000.00	70,000.00	200,000.00	50,000.00	50,000.00	150,000.00	150,000.00	25.00%	
969-APPROPRIATION - OTHER FUNDS		0.00	0.00	65,873.00	65,873.00	65,873.00	0.00	0.00	100.00%	

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2009	2010 AMENDED BUDGET	YTD BALANCE 02/28/2010	AVAILABLE BALANCE	% COLLECTED/ SPENT
970-APPROPRIATION - EQUIP FUND		50,000.00	25,000.00	25,000.00	0.00	100.00%
971-APPROPRIATION - SLDRS SLRS		5,000.00	5,000.00	5,000.00	0.00	100.00%
973-APPROPRIATION - BUDGET STABILZ FUJ		112,325.00	0.00	0.00	0.00	0.00%
978-APPROPRIATION - MAPPING FUND		6,000.00	6,000.00	6,000.00	0.00	100.00%
TOTAL Expenditures		1,450,255.39	7,675,411.00	1,240,914.28	6,434,496.72	16.17%
NET OF REVENUES & EXPENDITURES		(781,723.05)		(468,534.03)		
BEG. FUND BALANCE		1,107,088.00		1,241,949.00		
END FUND BALANCE		<u>325,364.95</u>		<u>773,414.97</u>		

Fund 245 - PUBLIC IMPROVEMENT FUND

Revenues						
025-INTEREST EARNINGS		5,923.25	30,000.00	1,202.66	28,797.34	4.01%
030-OTHER REVENUE		481.00	0.00	481.00	(481.00)	100.00%
050-SPECIAL ITEMS/TRANSFERS		33,557.77	7,000.00	0.00	7,000.00	0.00%
215-COUNTY CLERK/ROD		2,237.16	0.00	2,237.16	(2,237.16)	100.00%
TOTAL Revenues		42,199.18	37,000.00	3,920.82	33,079.18	10.60%

Expenditures

901-CAPITAL OUTLAY		0.00	37,000.00	0.00	37,000.00	0.00%
999-TRANSFER OUT		33,557.77	0.00	0.00	0.00	0.00%
TOTAL Expenditures		33,557.77	37,000.00	0.00	37,000.00	0.00%
NET OF REVENUES & EXPENDITURES		8,641.41		3,920.82		
BEG. FUND BALANCE		1,525,002.00		1,574,092.00		
END FUND BALANCE		<u>1,533,643.41</u>		<u>1,578,012.82</u>		

Fund 257 - BUDGET STABILIZATION

Revenues						
025-INTEREST EARNINGS		2,498.97	0.00	280.77	(280.77)	100.00%
050-SPECIAL ITEMS/TRANSFERS		112,325.00	100,000.00	100,000.00	0.00	100.00%
TOTAL Revenues		114,823.97	100,000.00	100,280.77	(280.77)	100.28%

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2009	2010 AMENDED BUDGET	YTD BALANCE 02/28/2010	AVAILABLE BALANCE	% COLLECTED/ SPENT
Expenditures						
941-CONTINGENCY		0.00	100,000.00	0.00	100,000.00	0.00%
TOTAL Expenditures		0.00	100,000.00	0.00	100,000.00	0.00%
NET OF REVENUES & EXPENDITURES						
BEG. FUND BALANCE		114,823.97		100,280.77		
END FUND BALANCE		795,447.00		930,478.00		
		<u>910,270.97</u>		<u>1,030,758.77</u>		
Fund 260 - LEGAL DEFENSE FUND						
Revenues						
050-SPECIAL ITEMS/TRANSFERS		18,750.00	50,000.00	12,500.00	37,500.00	25.00%
TOTAL Revenues		18,750.00	50,000.00	12,500.00	37,500.00	25.00%
Expenditures						
130-46TH CIRCUIT TRIAL COURT		0.00	25,000.00	977.50	24,022.50	3.91%
270-HUMAN RESOURCES		0.00	25,000.00	207.00	24,793.00	0.83%
TOTAL Expenditures		0.00	50,000.00	1,184.50	48,815.50	2.37%
NET OF REVENUES & EXPENDITURES						
BEG. FUND BALANCE		18,750.00		11,315.50		
END FUND BALANCE		56,783.00		95,918.00		
		<u>75,533.00</u>		<u>107,233.50</u>		
Fund 266 - EQUIPMENT FUND						
Revenues						
030-OTHER REVENUE		181.61	0.00	66.93	(66.93)	100.00%
050-SPECIAL ITEMS/TRANSFERS		53,455.00	25,000.00	25,000.00	0.00	100.00%
TOTAL Revenues		53,636.61	25,000.00	25,066.93	(66.93)	100.27%
Expenditures						
901-CAPITAL OUTLAY		0.00	25,000.00	0.00	25,000.00	0.00%
TOTAL Expenditures		0.00	25,000.00	0.00	25,000.00	0.00%
NET OF REVENUES & EXPENDITURES						
BEG. FUND BALANCE		53,636.61		25,066.93		
END FUND BALANCE		78,683.00		44,287.00		
		<u>132,319.61</u>		<u>69,353.93</u>		

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2009	2010 AMENDED BUDGET	YTD BALANCE 02/28/2010	AVAILABLE BALANCE	% COLLECTED/ SPENT
Fund 285 - REVENUE SHARING RESERVE						
Revenues						
010-PROPERTY TAXES		0.00	465,000.00	0.00	465,000.00	0.00%
TOTAL Revenues		0.00	465,000.00	0.00	465,000.00	0.00%
Expenditures						
999-TRANSFER OUT		444,303.00	465,000.00	450,742.00	14,258.00	96.93%
TOTAL Expenditures		444,303.00	465,000.00	450,742.00	14,258.00	96.93%
NET OF REVENUES & EXPENDITURES						
BEG. FUND BALANCE		(444,303.00)		(450,742.00)		
END FUND BALANCE		<u>2,801,794.00</u>		<u>2,396,765.00</u>		
		<u>2,357,491.00</u>		<u>1,946,023.00</u>		
Fund 499 - CAPITAL PROJECTS FUND						
Revenues						
025-INTEREST EARNINGS		274.19	0.00	30.58	(30.58)	100.00%
050-SPECIAL ITEMS/TRANSFERS		30,000.00	75,000.00	0.00	75,000.00	0.00%
TOTAL Revenues		30,274.19	75,000.00	30.58	74,969.42	0.04%
Expenditures						
901-CAPITAL OUTLAY		29,571.49	75,000.00	7,676.98	67,323.02	10.24%
TOTAL Expenditures		29,571.49	75,000.00	7,676.98	67,323.02	10.24%
NET OF REVENUES & EXPENDITURES						
BEG. FUND BALANCE		702.70		(7,646.40)		
END FUND BALANCE		<u>578,103.00</u>		<u>151,415.00</u>		
		<u>578,805.70</u>		<u>143,768.60</u>		
Fund 569 - DEBT SERVICE						
Revenues						
025-INTEREST EARNINGS		120.91	0.00	0.00	0.00	0.00%
050-SPECIAL ITEMS/TRANSFERS		0.00	271,973.00	40,873.00	231,100.00	15.03%
215-RENT		20,209.20	122,142.00	20,234.66	101,907.34	16.57%
TOTAL Revenues		20,330.11	394,115.00	61,107.66	333,007.34	15.51%

GL NUMBER	DESCRIPTION	YTD BALANCE 02/28/2009	2010 AMENDED BUDGET	YTD BALANCE 02/28/2010	AVAILABLE BALANCE	% COLLECTED/ SPENT
Expenditures						
906-DEBT SERVICE		9,315.00	394,115.00	8,095.00	386,020.00	2.05%
TOTAL Expenditures		9,315.00	394,115.00	8,095.00	386,020.00	2.05%
NET OF REVENUES & EXPENDITURES						
BEG. FUND BALANCE		11,015.11		53,012.66		
END FUND BALANCE		72,371.00		41,267.00		
		83,386.11		94,279.66		
Fund 647 - HEALTH CARE FUND						
Revenues						
025-INTEREST EARNINGS		1,737.03	0.00	250.47	(250.47)	100.00%
050-SPECIAL ITEMS/TRANSFERS		0.00	10,232.00	0.00	10,232.00	0.00%
485-HEALTH CARE CONTRIBUTIONS		173,378.02	1,120,000.00	173,882.42	946,117.58	15.53%
TOTAL Revenues		175,115.05	1,130,232.00	174,132.89	956,099.11	15.41%
Expenditures						
851-INSURANCE AND BONDS		203,465.07	1,120,000.00	144,835.98	975,164.02	12.93%
999-TRANSFER OUT		71,226.91	10,232.00	10,232.00	0.00	100.00%
TOTAL Expenditures		274,691.98	1,130,232.00	155,067.98	975,164.02	13.72%
NET OF REVENUES & EXPENDITURES						
BEG. FUND BALANCE		571,227.00		19,064.91		
END FUND BALANCE		471,650.07		503,829.00		
		522,893.91		522,893.91		

COUNTY OF OTSEGO

ACCOUNTS PAYABLE MARCH 16, 2010

Check #	Check Date	Payee	Description	GL #	Amount
26189	03/05/2010	CITY OF GAYLORD	SERVICE - CURRENT SERVICES	205-050-626.030	\$ 5,895.00
26190	03/05/2010	CONSUMERS ENERGY	IRONTONE ELECTRIC BILL	208-751-930.620	\$ 19.66
26191	03/05/2010	DTE ENERGY	GAS BILL	208-752-930.660	\$ 807.72
26192	03/05/2010	DUNNS	DOUBLE SIDED TAPE	208-752-726.000	\$ 215.49
26193	03/05/2010	ENGFER BUILDERS	132	208-752-726.050	\$ 325.00
26194	03/05/2010	KELLY PELACH	REF FOR CO-ED VB SEASON	208-752-940.010	\$ 1,440.00
26195	03/05/2010	KSS ENTERPRISES	DISINFECTANT	208-752-726.025	\$ 65.00
26196	03/05/2010	SUNRISE CONSTRUCTION COMPANY, I	PROPERTY - IMPROVEMENTS	497-901-970.300	\$ 4,510.00
26197	03/05/2010	TODD L. SEIDELL ARCHITECT,LLC	7241	208-751-726.050	\$ 2,850.00
26198	03/05/2010	UPPER CRUST BAKERY	DONUTS FOR BEAR	208-752-726.000	\$ 76.50
26199	03/05/2010	VERIZON WIRELESS	2362247097	208-752-930.210	\$ 103.49
26200	03/05/2010	WASTE MANAGEMENT	3777507-1838-1	208-752-920.200	\$ 96.25
26201	03/09/2010	OTSEGO COUNTY INMATE ACCOUNT	SUPPLIES - GENERAL	101-351-726.000	\$ 1,000.00
26202	03/12/2010	ABEL M CRUZ	PER DIEM	208-752-703.040	\$ 40.00
26202	03/12/2010	ABEL M CRUZ	TRAVEL	208-752-930.500	\$ 1.60
					\$ 41.60
26203	03/12/2010	BUTCH FLEMING	PER DIEM	208-752-703.040	\$ 40.00
26203	03/12/2010	BUTCH FLEMING	TRAVEL	208-752-930.500	\$ 8.00
					\$ 48.00
26204	03/12/2010	CLASSICE PLUMBING	CHECK EYE WASH STATION	208-752-726.050	\$ 75.00

Check #	Check Date	Payee	Description	Gl. #	Amount
26205	03/12/2010	CONSUMERS ENERGY	PARK ELECTRIC BILL	208-751-930.620	\$ 111.75
26206	03/12/2010	DAVE BARAGREY	PER DIEM	208-752-703.040	\$ 40.00
26206	03/12/2010	DAVE BARAGREY	TRAVEL	208-752-930.500	\$ 1.60
					\$ 41.60
26207	03/12/2010	DON HUFF	PER DIEM	208-752-703.040	\$ 40.00
26207	03/12/2010	DON HUFF	TRAVEL	208-752-930.500	\$ 16.00
					\$ 56.00
26208	03/12/2010	FASTENAL COMPANY	BATTERIES & SHIPPING	208-752-726.000	\$ 32.21
26208	03/12/2010	FASTENAL COMPANY	MOP HEADS, AIR FRESHENER	208-752-726.025	\$ 176.35
					\$ 208.56
26209	03/12/2010	GIL-ROYS HARDWARE	1002-729403 BATTERIES	208-752-726.000	\$ 28.25
26210	03/12/2010	IMPREST CASH PARKS & RECREATION	IMPREST CASH	208-752-726.000	\$ 45.23
26211	03/12/2010	JETS PIZZA	PIZZAS FOR LAST WEEKEND OF BEAR	208-752-726.000	\$ 123.00
26212	03/12/2010	MID NORTH PRINTING INC	79772	208-751-726.000	\$ 1,577.30
26213	03/12/2010	OTSEGO COUNTY	351	208-752-726.050	\$ 341.28
26214	03/12/2010	PATRICIA CROUSE	CAMPING REFUND	208-440-652.050	\$ 36.00
26215	03/12/2010	PETE AWREY	PER DIEM	208-752-703.040	\$ 80.00
26216	03/12/2010	RANDY STULTS	PER DIEM	208-752-703.040	\$ 40.00
26216	03/12/2010	RANDY STULTS	TRAVEL	208-752-930.500	\$ 8.00
					\$ 48.00
26217	03/12/2010	VERIZON NORTH	CENTER PHONE BILL	208-752-930.210	\$ 94.00
26218	03/12/2010	WILLIAM HOLEWINSKI	PER DIEM	208-752-703.040	\$ 40.00
26218	03/12/2010	WILLIAM HOLEWINSKI	TRAVEL	208-752-930.500	\$ 4.00
					\$ 44.00

Check #	Check Date	Payee	Description	GL #	Amount
26219	03/16/2010	46TH CIRCUIT TRIAL COURT	RESITUTIONS PAYABLE-PRBT CT	701-000-271.148	\$ 78.30
26220	03/16/2010	A&L IRON	RESTITUTIONS PAYABLE	701-000-271.000	\$ 25.00
26221	03/16/2010	ADRIENNE JESSICA WODKOWSKI	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 10.00
26222	03/16/2010	AIRGAS GREAT LAKES	RADNOR TWECO PK	281-537-940.010	\$ 4.16
26223	03/16/2010	ALAN JARONESKI	RESTITUTIONS PAYABLE	701-000-271.000	\$ 650.39
26224	03/16/2010	AMERICAN FIDELITY ASSURANCE COM	AMERICAN FIDELITY -SECTION 125	704-000-231.280	\$ 69.00
26225	03/16/2010	AMY FRANKEBERGER	MILEAGE + WITNESS FEE	101-267-930.940	\$ 42.00
26226	03/16/2010	ANGELA KUCHARAK	RESITUTIONS PAYABLE-PRBT CT	701-000-271.148	\$ 2.00
26227	03/16/2010	AT&T MOBILITY	CELL PH: 989-350-7420	101-267-930.210	\$ 89.49
26227	03/16/2010	AT&T MOBILITY	SHERIFF'S CELL	101-301-930.210	\$ 37.84
26227	03/16/2010	AT&T MOBILITY	JAIL ADMIN'S CELL	101-351-930.210	\$ 39.67
26227	03/16/2010	AT&T MOBILITY	WORK CAMP C/O'S CELL	205-301-726.000	\$ 27.10
26227	03/16/2010	AT&T MOBILITY	WORK CAMP SUPV'S CELL	205-301-930.210	\$ 39.17
					\$ 233.27
26228	03/16/2010	AUTO OWNERS INSURANCE CO.	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 100.00
26229	03/16/2010	AVFUEL CORPORATION	AIRPLANE FUEL	281-537-930.664	\$ 15,000.00
26230	03/16/2010	BARBARA WALDORF	ROOM AND BOARD	292-662-930.700	\$ 800.52
26231	03/16/2010	BEVERLY ENTERPRISES	RESTITUTIONS PAYABLE	701-000-271.000	\$ 100.00
26232	03/16/2010	BIANCA CZYKOSKI	FULL DAY WITNESS FEE	101-267-930.940	\$ 15.00
26233	03/16/2010	BRADLEY J. BUTCHER	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 100.00
26234	03/16/2010	BROOKS & CAROL MADSEN	RESTITUTIONS PAYABLE	701-000-271.000	\$ 56.00
26235	03/16/2010	BRUCE TILLINGER	CONTRACTED PLMB & MECH INSPECTOR	249-371-801.027	\$ 1,600.00

Check #	Check Date	Payee	Description	GL #	Amount
26236	03/16/2010	CHARTER COMMUNICATIONS	PHONE COMPUTER CABLE	281-537-940.010	\$ 215.81
26237	03/16/2010	CHILD & FAMILY SERVICES OF NW MI	OTHER INSTITUTIONS	292-662-930.810	\$ 8,013.60
26238	03/16/2010	CHRISTOPHER YOUNG	RESTITUTIONS PAYABLE	701-000-271.000	\$ 160.00
26239	03/16/2010	COLTON ROBERTS	RESITUTIONS PAYABLE-PRBT CT	701-000-271.148	\$ 2.00
26240	03/16/2010	CONSUMERS ENERGY	100019515327 FEBRUARY	588-699-930.620	\$ 1,617.95
26240	03/16/2010	CONSUMERS ENERGY	ELECTRICITY	-265-930.620-ALPCT00	\$ 336.06
26240	03/16/2010	CONSUMERS ENERGY	ELECTRICITY	7-265-930.620-SILLI000	\$ 34.25
					\$ 1,988.27
26241	03/16/2010	COOK, JAMES W & LAURIE A	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 50.00
26242	03/16/2010	CROSSROADS INDUSTRIES	RESTITUTIONS PAYABLE	701-000-271.000	\$ 600.00
26243	03/16/2010	CUMMINS BRIDGEWAY	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 110.00
26244	03/16/2010	DAVID BENTLEY	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 42.00
26245	03/16/2010	DAVID WHITE	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 10.50
26246	03/16/2010	DAWN CZYKOSKI	FULL DAY WITNESS FEE	101-267-930.940	\$ 15.00
26247	03/16/2010	DE LAGE LANDEN PUBLIC FINANCE	5068116 FEB. COPIES	588-699-940.010	\$ 150.08
26248	03/16/2010	DEB COLLISON	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 25.00
26249	03/16/2010	DELL PREFERRED ACCOUNT	OPTIPLEX 780 MINITOWER BASE	212-901-970.450	\$ 832.11
26250	03/16/2010	DENNA WELSCH	ROOM AND BOARD	292-662-930.700	\$ 213.60
26251	03/16/2010	DEPENDABLE CONCRETE	RESTITUTIONS PAYABLE	701-000-271.000	\$ 10.00
26252	03/16/2010	DISCOVER	RESTITUTIONS PAYABLE	701-000-271.000	\$ 136.50
26253	03/16/2010	DIXON SOMERVILLE	RESTITUTIONS PAYABLE	701-000-271.000	\$ 10.00

Check #	Check Date	Payee	Description	GL #	Amount
26254	03/16/2010	DONALD & MARION GREEN	RESTITUTIONS PAYABLE	701-000-271.000	\$ 150.00
26255	03/16/2010	DONNA THOMPSON	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 10.00
26256	03/16/2010	DTE ENERGY	NATURAL GAS	205-301-930.610	\$ 802.90
26256	03/16/2010	DTE ENERGY	GAS COMMERCIAL HEATING	281-537-930.610	\$ 2,310.73
26256	03/16/2010	DTE ENERGY	463315100024 FEBRUARY	588-699-930.610	\$ 4,311.53
26256	03/16/2010	DTE ENERGY	NATURAL GAS	637-265-930.610	\$ 103.48
26256	03/16/2010	DTE ENERGY	NATURAL GAS	-265-930.610-ALPCT00	\$ 9,122.39
					\$ 16,651.03
26257	03/16/2010	DYE, JOHN	HOSPITALIZATION/DENTAL	101-853-940.110	\$ 202.98
26258	03/16/2010	EARL CZYKOSKI	MILEAGE = WITNESS FEE	101-267-930.940	\$ 25.00
26259	03/16/2010	EDITH MCGAHAN	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 376.46
26260	03/16/2010	EMPLOYERS MUTUAL CASUALTY CO	RESTITUTIONS PAYABLE	701-000-271.000	\$ 100.00
26261	03/16/2010	ENERVEST	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 12.00
26262	03/16/2010	ENVIRONMENTAL MAINTENANCE ENG	PROJECT 03-2009 COMPLETE	233-690-940.010	\$ 6,875.00
26263	03/16/2010	EREMAL L. REPP	CONTRACTED ELECTRICAL INSPECTOR	249-371-801.026	\$ 840.00
26264	03/16/2010	EUGENE WOOD	RESTITUTIONS PAYABLE	701-000-271.000	\$ 25.00
26265	03/16/2010	FARM BUREAU INSURANC	RESTITUTIONS PAYABLE	701-000-271.000	\$ 160.00
26266	03/16/2010	FIRST UNITED METHODIST	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 22.42
26267	03/16/2010	FORWARD CORPORATION	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 150.00
26268	03/16/2010	FRED & SHIRLEY ROSS	RESTITUTIONS PAYABLE	701-000-271.000	\$ 47.50
26269	03/16/2010	FRELA HARDACRE	RESTITUTIONS PAYABLE	701-000-271.000	\$ 48.00
26270	03/16/2010	GARY HYDE	RESTITUTIONS PAYABLE	701-000-271.000	\$ 415.36

Check #	Check Date	Payee	Description	GL #	Amount
26271	03/16/2010	GASLIGHT MEDIA	WIRELESS CONECTION	212-430-920.410	\$ 59.95
26271	03/16/2010	GASLIGHT MEDIA	UC MAN CONNECTIVITY INV #30921	261-427-940.010	\$ 200.00
26271	03/16/2010	GASLIGHT MEDIA	30918 MARCH	588-699-940.010	\$ 59.95
26271	03/16/2010	GASLIGHT MEDIA	REPAIRS AND MAINTENANCE SVCS	645-172-920.400	\$ 93.75
					\$ 413.65
26272	03/16/2010	GAYLORD CITY TREASURER	DUE CITIES	701-000-221.000	\$ 825.15
26273	03/16/2010	GLENDA ENGLAND	RESTITUTIONS PAYABLE	701-000-271.000	\$ 533.05
26274	03/16/2010	GLENN & MARY FLOOD	ROOM AND BOARD	292-662-930.700	\$ 398.72
26275	03/16/2010	GLENS MARKET	RESTITUTIONS PAYABLE	701-000-271.000	\$ 10.00
26276	03/16/2010	GRAPHIC SCIENCES INC.	SUPPLIES - GENERAL	256-215-726.000	\$ 762.25
26277	03/16/2010	GREAT LAKES ENERGY	RESTITUTIONS PAYABLE	701-000-271.000	\$ 32.00
26278	03/16/2010	GREG & KIMBERLY ROSS	RESTITUTIONS PAYABLE	701-000-271.000	\$ 12.50
26279	03/16/2010	HOLY CROSS CHILDREN'S SERVICES	OTHER INSTITUTIONS	292-662-930.810	\$ 204.00
26280	03/16/2010	IMPREST CASH OTSEGO COUNTY CLER	SUPPLIES - GENERAL	101-215-726.000	\$ 23.98
26281	03/16/2010	IRENE POLLOCK	COUNTY BURIAL ALLOWANCE	101-681-930.960	\$ 300.00
26282	03/16/2010	JAMES ERVIN DAMRON	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 28.33
26283	03/16/2010	JANNA BECKWITH	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 50.00
26284	03/16/2010	JASON SAJDAK	RESITUTIONS PAYABLE-PRBT CT	701-000-271.148	\$ 10.00
26285	03/16/2010	JEFF BETTLETON	RESTITUTIONS PAYABLE	701-000-271.000	\$ 50.00
26286	03/16/2010	JEFFERY TOBER	FULL DAY WITNESS FEE	101-267-930.940	\$ 15.00
26287	03/16/2010	JIMMY MAYS	AMERICAN FIDELITY -SECTION 125	704-000-231.280	\$ 9.25

Check #	Check Date	Payee	Description	GL #	Amount
26302	03/16/2010	MICHIGAN ASSOCIATION OF COUNTIE	HOSPITALIZATION	101-131-704.110	\$ 11,081.71
26302	03/16/2010	MICHIGAN ASSOCIATION OF COUNTIE	HOSPITALIZATION	101-136-704.110	\$ 1,081.65
26302	03/16/2010	MICHIGAN ASSOCIATION OF COUNTIE	HOSPITALIZATION	101-141-704.110	\$ 5,373.36
26302	03/16/2010	MICHIGAN ASSOCIATION OF COUNTIE	HOSPITALIZATION	101-148-704.110	\$ 1,297.96
26302	03/16/2010	MICHIGAN ASSOCIATION OF COUNTIE	HOSPITALIZATION	215-141-704.110	\$ 948.25
26302	03/16/2010	MICHIGAN ASSOCIATION OF COUNTIE	HOSPITALIZATION	292-662-704.110	\$ 1,658.75
26302	03/16/2010	MICHIGAN ASSOCIATION OF COUNTIE	HEALTH CARE CONTRIBS COURT	704-000-231.261	\$ 1,128.51
					\$ 22,570.19
26303	03/16/2010	MUSKEGON DEVELOPMENT COMPAN	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 24.00
26304	03/16/2010	NORTHERN CREDIT BUREAU	PRE COLLECT LISTINGS	233-690-930.150	\$ 2.50
26305	03/16/2010	NORTHERN PROPERTY SERVICE	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 35.72
26306	03/16/2010	OSCODA REGION II ACCOUNTING	TRANSFER OUT	101-961-999.000	\$ 304.00
26307	03/16/2010	OTSEGO CLUB & RESORT	RESTITUTIONS PAYABLE	701-000-271.000	\$ 150.00
26308	03/16/2010	OTSEGO CO JUDICIAL SYSTM SMART C	HOSPITALIZATION	101-131-704.110	\$ 40.00
26309	03/16/2010	PAMILA MILLER	AMERICAN FIDELITY -SECTION 125	704-000-231.280	\$ 14.03
26310	03/16/2010	PAXTON RESOURCES	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 34.00
26311	03/16/2010	QWEST	TELEPHONE	637-265-930.210	\$ 216.20
26312	03/16/2010	REDWOOD TOXICOLOGY LABORATORY	TECHNICAL SVCS	292-662-801.030	\$ 43.75
26313	03/16/2010	ROBERT MOORE	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 20.00
26314	03/16/2010	ROBERT WIXON	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 70.00
26315	03/16/2010	RON OROURKE	RESTITUTIONS PAYABLE	701-000-271.000	\$ 100.00
26316	03/16/2010	SANE	RESTITUTIONS PAYABLE	701-000-271.000	\$ 331.00
26316	03/16/2010	SANE	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 13.75
					\$ 344.75

Check #	Check Date	Payee	Description	GL #	Amount
26317	03/16/2010	SCOTT THOMPSON	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 1,000.00
26318	03/16/2010	SECRETARY OF STATE	DRIVERS LICENSE REINSTATEMENT	701-000-228.030	\$ 585.00
26319	03/16/2010	SHAROL SULLIVAN	RESTITUTIONS PAYABLE	701-000-271.000	\$ 80.00
26320	03/16/2010	SHARON BOLINGER	AMERICAN FIDELITY -SECTION 125	704-000-231.280	\$ 14.50
26321	03/16/2010	SHERI SILVA	RESITUTIONS PAYABLE-PRBT CT	701-000-271.148	\$ 2.00
26322	03/16/2010	SPARTAN STORES INC	RESTITUTIONS PAYABLE	701-000-271.000	\$ 76.20
26323	03/16/2010	SPEEDWAY SUPERAMERICA LLC	GASOLINE	101-301-930.660	\$ 1,163.87
26323	03/16/2010	SPEEDWAY SUPERAMERICA LLC	GASOLINE	101-302-930.660	\$ 189.63
26323	03/16/2010	SPEEDWAY SUPERAMERICA LLC	GASOLINE	101-721-930.660	\$ 16.87
26323	03/16/2010	SPEEDWAY SUPERAMERICA LLC	GASOLINE	205-301-930.660	\$ 539.06
26323	03/16/2010	SPEEDWAY SUPERAMERICA LLC	GASOLINE	208-752-930.660	\$ 43.72
26323	03/16/2010	SPEEDWAY SUPERAMERICA LLC	COMP UNIT EXPENSES	210-651-700.000	\$ 2,468.23
26323	03/16/2010	SPEEDWAY SUPERAMERICA LLC	GASOLINE	212-430-930.660	\$ 240.43
26323	03/16/2010	SPEEDWAY SUPERAMERICA LLC	GASOLINE	249-371-930.660	\$ 95.58
26323	03/16/2010	SPEEDWAY SUPERAMERICA LLC	GASOLINE	261-427-930.660	\$ 181.08
26323	03/16/2010	SPEEDWAY SUPERAMERICA LLC	GASOLINE	281-537-930.660	\$ 139.47
26323	03/16/2010	SPEEDWAY SUPERAMERICA LLC	GASOLINE	293-689-930.660	\$ 60.61
26323	03/16/2010	SPEEDWAY SUPERAMERICA LLC	GASOLINE	645-172-930.660	\$ 36.18
					\$ 5,174.73
26324	03/16/2010	SRW, INC	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 34.00
26325	03/16/2010	STATE OF MICHIGAN	STATE CNSRVTN CSTS LQD TN DMG	701-000-228.020	\$ 132.00
26325	03/16/2010	STATE OF MICHIGAN	CRIME VICTIM RIGHTS FUNDS	701-000-228.037	\$ 2,169.45
26325	03/16/2010	STATE OF MICHIGAN	STATE COURT FUND	701-000-228.042	\$ 240.00
26325	03/16/2010	STATE OF MICHIGAN	JUROR COMPENSATION REIMBURSE	701-000-228.057	\$ 595.00
26325	03/16/2010	STATE OF MICHIGAN	CIVIL FILING FEE FUND	701-000-228.058	\$ 4,123.00
26325	03/16/2010	STATE OF MICHIGAN	JUSTICE SYSTEM FUND	701-000-228.059	\$ 12,858.68
					\$ 20,118.13
26326	03/16/2010	STEPHANIE TOBER	MILEAGE + WITNESS FEE	101-267-930.940	\$ 22.20

Check #	Check Date	Payee	Description	GL #	Amount
26327	03/16/2010	STEVEN ELMHIRST JR	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 200.00
26328	03/16/2010	STEVEN LEE MATTHES	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 100.00
26329	03/16/2010	SUZANNE PATTON	RESTITUTIONS PAYABLE	701-000-271.000	\$ 37.50
26330	03/16/2010	TAMMI SHERFIELD	AMERICAN FIDELITY -SECTION 125	704-000-231.280	\$ 12.25
26331	03/16/2010	THE BANK OF NORTHERN MICHIGAN	100051275-47 MARCH	588-699-920.520	\$ 876.25
26332	03/16/2010	THOMAS HARTOON	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 108.00
26333	03/16/2010	THOMAS TOBER	MILEAGE + WITNESS FEE	101-267-930.940	\$ 22.20
26334	03/16/2010	TIMOTHY HORD, DDS	RESTITUTIONS PAYABLE	701-000-271.000	\$ 75.00
26335	03/16/2010	TREETOPS SYLVAN RESORT	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 35.50
26336	03/16/2010	TREVOR WINKEL	AMERICAN FIDELITY -SECTION 125	704-000-231.280	\$ 27.80
26337	03/16/2010	U.S. POST OFFICE	RESTITUTIONS PAYABLE	701-000-271.000	\$ 20.00
26338	03/16/2010	UPS	SHIPPING AND MAILING	101-215-930.450	\$ 11.82
26339	03/16/2010	VERIZON NORTH	517-300-7345	588-699-930.210	\$ 61.48
26340	03/16/2010	VERIZON WIRELESS	2362328184 FEB	588-699-930.210	\$ 129.14
26341	03/16/2010	VILLAGE OF VANDERBILT TREASURER	TAXES REC - REAL - DELQ	-000-026.000-TAX0900	\$ 414.84
26341	03/16/2010	VILLAGE OF VANDERBILT TREASURER	PENALTY & INTEREST/TAXES	-170-445.100-TAX0900	\$ 24.89
					\$ 439.73
26342	03/16/2010	WAGS TO WISKERS PET SUPPLY	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 37.00
26343	03/16/2010	WAL-MART	RESTITUTIONS PAYABLE	701-000-271.000	\$ 68.80
26344	03/16/2010	WAL-MART STORES ASSET PROTECTIO	RESTITUTIONS PAYALBE - DIST CT	701-000-271.130	\$ 21.00

Check #	Check Date	Payee	Description	GL #	Amount
26345	03/16/2010	WALMART	RESTITUTIONS PAYABLE	701-000-271.000	\$ 25.00
26346	03/16/2010	WASTE MANAGEMENT	GARABAGE PIACK UP	212-430-920.410	\$ 64.94
26346	03/16/2010	WASTE MANAGEMENT	TRASH PICK-UP	281-537-940.010	\$ 72.00
26346	03/16/2010	WASTE MANAGEMENT	3777548-1838-5 FEBRUARY	588-699-940.010	\$ 85.33
					\$ 222.27
26347	03/16/2010	WEST PAYMENT CENTER	ELECTRONIC SUBSCRIPTIONS	269-145-726.210	\$ 358.05
26348	03/16/2010	XEROX CORPORATION	044938251B FINAL	588-699-940.010	\$ 153.29
			TOTAL OF 160 CHECKS		\$ 142,234.14
			Fund		Amount
			Total for fund 101 GENERAL FUND		\$ 24,763.46
			Total for fund 205 WORK CAMP		\$ 7,303.23
			Total for fund 208 PARKS AND RECREATION		\$ 9,042.40
			Total for fund 210 AMBULANCE SERVICES		\$ 2,468.23
			Total for fund 212 ANIMAL CONTROL		\$ 1,197.43
			Total for fund 215 FRIEND OF THE COURT		\$ 948.25
			Total for fund 233 HUD GRANT FUND		\$ 6,877.50
			Total for fund 249 BUILDING INSPECTION FUND		\$ 3,250.58
			Total for fund 256 REGISTER OF DEEDS AUTOMATION		\$ 762.25
			Total for fund 261 911 SERVICE FUND		\$ 381.08
			Total for fund 269 LAW LIBRARY		\$ 358.05
			Total for fund 281 AIRPORT		\$ 17,742.17
			Total for fund 292 CHILD CARE FUND		\$ 13,984.77
			Total for fund 293 SOLDIERS' RELIEF FUND		\$ 60.61
			Total for fund 497 COURTHOUSE RESTORATION		\$ 4,510.00
			Total for fund 516 DELINQUENT TAX REVOLVING		\$ 439.73
			Total for fund 588 TRANSPORTATION FUND		\$ 7,445.00
			Total for fund 637 BUILDING AND GROUNDS		\$ 9,884.39
			Total for fund 645 ADMINISTRATIVE SERVICES		\$ 129.93
			Total for fund 701 GENERAL AGENCY		\$ 28,904.35
			Total for fund 704 PAYROLL IMPREST FUND		\$ 1,780.73
			TOTAL - ALL FUNDS		\$ 142,234.14

COUNTY OF OTSEGO						
ACCOUNTS PAYABLE MARCH 23, 2010						
Check #	Check Date	Payee	Description	GL #	Amount	
26349	03/17/2010	IMPREST CASH, OTSEGO COUNTY TREASUR	JUROR SERVICES	101-145-930.930	\$ 1,651.60	
26350	03/17/2010	OTSEGO CONSERVATION DISTRICT	OUTSIDE CONTRACTED SERVICES	226-528-940.010	\$ 7,450.00	
26351	03/23/2010	87-A DISTRICT COURT	WITNESS SERVICES	101-131-930.940	\$ 65.00	
26352	03/23/2010	87TH-A DISTRICT COURT BOND ACCT	COURT FEE - COURT COSTS	101-136-606.010	\$ 97.00	
26352	03/23/2010	87TH-A DISTRICT COURT BOND ACCT	CRIME VICTIM RIGHTS FUNDS	701-000-228.037	\$ 50.00	
26352	03/23/2010	87TH-A DISTRICT COURT BOND ACCT	JUSTICE SYSTEM FUND	701-000-228.059	\$ 53.00	
					\$ 200.00	
26353	03/23/2010	ACCURINT	OUTSIDE CONTRACTED SERVICES	101-141-940.010	\$ 42.50	
26353	03/23/2010	ACCURINT	OUTSIDE CONTRACTED SERVICES	215-141-940.010	\$ 7.50	
					\$ 50.00	
26354	03/23/2010	ADVANCE ELECTRIC INC	307121 BUSES	588-699-726.050	\$ 282.80	
26355	03/23/2010	AIT LABORATORIES	AUTOPSIES	101-648-930.920	\$ 510.00	
26356	03/23/2010	ALCHEMY MIND, LLC	OUTSIDE CONTRACTED SERVICES	101-133-940.010	\$ 666.67	
26357	03/23/2010	AMERICAN FIDELITY ASSURANCE COMPAN	AMERICAN FIDELITY -SECTION 125	704-000-231.280	\$ 368.00	
26358	03/23/2010	AMERICAN FIDELITY ASSURANCE COMPAN	COURT AFA SEC 125	704-000-231.285	\$ 96.33	
26359	03/23/2010	ARTS AUTO ELECTRIC SERVICE INC	01JG0547	588-699-726.050	\$ 669.14	
26360	03/23/2010	AUTO VALUE - GAYLORD	183-171575 STOCK	588-699-726.050	\$ 1,405.65	
26361	03/23/2010	AUTOMATED BUSINESS EQUIPMENT	SUPPLIES - GENERAL	101-253-726.000	\$ 375.00	
26361	03/23/2010	AUTOMATED BUSINESS EQUIPMENT	SUPPLIES - GENERAL	516-253-726.000	\$ 375.00	
26361	03/23/2010	AUTOMATED BUSINESS EQUIPMENT	SUPPLIES - GENERAL	616-253-726.000	\$ 375.00	
26361	03/23/2010	AUTOMATED BUSINESS EQUIPMENT	SUPPLIES - GENERAL	617-253-726.000	\$ 375.00	
					\$ 1,500.00	

Check #	Check Date	Payee	Description	GL #	Amount
26362	03/23/2010	BROWNELLS INC	AR-15 PARTS ORDERED PER 6902	101-301-726.000	\$ 436.47
26363	03/23/2010	BULLY, MICHAEL D & BULLY-GILBERT, D	UNDISTRIBUTED CHARGEBACKS	701-000-274.005	\$ 253.65
26364	03/23/2010	CASE CREDIT- CNH CAPITAL	41078 #17; ***41076 #11	588-699-726.050	\$ 910.55
26365	03/23/2010	CATHOLIC HUMAN SERVICES	OUTSIDE CONTRACTED SERVICES	101-133-940.010	\$ 360.00
26366	03/23/2010	CDM MOBILE SHREDDING, LLC	INV. 5357;	101-267-920.410	\$ 45.00
26367	03/23/2010	CINTAS CORP	CARPET CLEANING	281-537-920.400	\$ 35.50
26368	03/23/2010	CITY OF GAYLORD	SUPPLIES - GENERAL	101-145-726.000	\$ 200.00
26369	03/23/2010	CONSUMERS ENERGY	ELECTRIC BILL	281-537-930.620	\$ 2,218.16
26369	03/23/2010	CONSUMERS ENERGY	ELECTRICITY	265-930.620-CRTHS0	\$ 2,365.49
					\$ 4,583.65
26370	03/23/2010	CORECOMM	TELEPHONE	101-131-930.210	\$ 21.95
26371	03/23/2010	CORNWELL TOOLS	4870; 5021 SHOP TOOLS	588-699-726.050	\$ 374.13
26372	03/23/2010	CROSSROADS INDUSTRIES	10880 WIPING CLOTHS	588-699-726.025	\$ 49.50
26373	03/23/2010	CUMMINGS, MCCLOREY, DAVIS & ACHO P	PROFESSIONAL SVCS	260-130-801.025	\$ 5,791.27
26374	03/23/2010	CURTISS REPORTING CORP	TECHNICAL SVCS	101-131-801.030	\$ 330.25
26375	03/23/2010	DATA SPECIALISTS	OUTSIDE CONTRACTED SERVICES	101-131-940.010	\$ 75.00
26376	03/23/2010	DR. DONNA SIMMONS	MEDICAL	212-430-726.035	\$ 120.00
26376	03/23/2010	DR. DONNA SIMMONS	STERILIZATION	212-430-930.980	\$ 1,330.00
					\$ 1,450.00
26377	03/23/2010	DTE ENERGY	NATURAL GAS MARCH 2010	212-430-930.610	\$ 297.69
26377	03/23/2010	DTE ENERGY	NATURAL GAS	265-930.610-CRTHS0	\$ 4,700.96
					\$ 4,998.65

Check #	Check Date	Payee	Description	GL #	Amount
26378	03/23/2010	DUNNS	SUPPLIES INVENTORY	101-000-106.000	\$ 279.92
26378	03/23/2010	DUNNS	COLOR TONER FOR VIC. ADVOCATE	101-267-930.983	\$ 285.12
26378	03/23/2010	DUNNS	FASTNERS,W/P PAPER,BATTERIES,FOLDERS	249-371-726.000	\$ 280.11
26378	03/23/2010	DUNNS	6715520 FEB. COPIES	588-699-726.000	\$ 95.98
26378	03/23/2010	DUNNS	6721440 BATH TISSUE	588-699-726.025	\$ 132.46
					\$ 1,073.59
26379	03/23/2010	DUNNS	SUPPLIES - GENERAL	101-253-726.000	\$ 28.56
26380	03/23/2010	FAMILY FUN FAIR	REGISTRATION FEE	212-430-930.600	\$ 20.00
26381	03/23/2010	FEENY	67033 SHERIFF WORK VAN	588-699-726.050	\$ 59.69
26382	03/23/2010	GAYLORD AARF, INC	OUTSIDE CONTRACTED SERVICES	637-265-940.010	\$ 57,270.25
26383	03/23/2010	GAYLORD DRY CLEANERS	DRYCLNG/ADMIN & RD PATROL	101-301-920.410	\$ 20.00
26383	03/23/2010	GAYLORD DRY CLEANERS	DRYCLNG/CIVIL DIVISION	101-302-920.410	\$ 60.00
					\$ 80.00
26384	03/23/2010	GAYLORD ELECTRIC	7930 EMERGENCY LIGHTS	588-699-940.010	\$ 575.00
26385	03/23/2010	GAYLORD FORD	23272 #22; ***21074	588-699-726.050	\$ 125.47
26386	03/23/2010	GAYLORD VETERINARY SERVICES	STERLIZATION FEB 2010	212-430-930.980	\$ 643.00
26387	03/23/2010	GBS INC	SUPPLIES - GENERAL	101-131-726.000	\$ 1,850.00
26388	03/23/2010	GIL-ROYS HARDWARE	JANITORIAL SUPPLIES	212-430-726.025	\$ 27.84
26389	03/23/2010	GOLDEN AUTO ELECTRIC	48795 #25	588-699-726.050	\$ 285.00
26389	03/23/2010	GOLDEN AUTO ELECTRIC	48796 SHOP EQUIP.	588-699-920.400	\$ 75.00
					\$ 360.00
26390	03/23/2010	GOVERNMENTAL PRODUCTS LLC	SUPPLIES - GENERAL	516-253-726.000	\$ 617.66
26391	03/23/2010	GREAT LAKES COLLISION EXPERTS LLC	EXPERT SERVICES - COURT CASES	101-131-930.941	\$ 2,500.00
26392	03/23/2010	HOEKSTRA TRANSPORTATION INC	C10083764 STOCK	588-699-726.050	\$ 101.70

Check #	Check Date	Payee	Description	GL #	Amount
26393	03/23/2010	HOWARD L SHIFMAN PC	PROFESSIONAL SVCS	260-130-801.025	\$ 402.50
26394	03/23/2010	IDEARC MEDIA CORP	SHERIFF TX LISTINGS	101-301-940.010	\$ 13.88
26394	03/23/2010	IDEARC MEDIA CORP	JAIL TX LISTING	101-351-920.410	\$ 13.87
					\$ 27.75
26395	03/23/2010	IMAGE FACTORY INC	OUTSIDE CONTRACTED SERVICES	226-528-940.010	\$ 1,525.25
26395	03/23/2010	IMAGE FACTORY INC	REPAIRS AND MAINT SUPPLIES	637-265-726.050	\$ 205.15
					\$ 1,730.40
26396	03/23/2010	IMPREST CASH, OTSEGO COUNTY BUS SYS	0818 TITLES	588-699-726.000	\$ 20.00
26396	03/23/2010	IMPREST CASH, OTSEGO COUNTY BUS SYS	0820 CLEANING	588-699-726.025	\$ 18.40
					\$ 38.40
26397	03/23/2010	INTERNATIONAL CODE COUNCIL, INC	#5192160/MEMBERSHIP DUES 2010	249-371-930.600	\$ 100.00
26398	03/23/2010	INTERSTATE BATTERIES	INV#20615439 BATTERIES FOR 800 MHZ	261-427-726.000	\$ 1,270.80
26399	03/23/2010	JIM WERNIG INC	24301 STOCK	588-699-726.050	\$ 972.28
26400	03/23/2010	JIMS ALPINE AUTOMOTIVE	516696; 522478	588-699-726.050	\$ 1,536.81
26401	03/23/2010	VOID	** VOIDED **		** VOIDED **
26402	03/23/2010	JOHNSON OIL COMPANY	SRE FUEL	281-537-930.662	\$ 1,430.07
26402	03/23/2010	JOHNSON OIL COMPANY	111966 WASHER FLUID	588-699-726.050	\$ 39.60
26402	03/23/2010	JOHNSON OIL COMPANY	CL22165 FEBRUARY	588-699-930.660	\$ 11,861.06
					\$ 13,330.73
26403	03/23/2010	KMART	LEGAL PADS/SHERIFF PORTION	101-301-726.000	\$ 2.00
26403	03/23/2010	KMART	THREAD FOR SHOULDER PATCHES	101-301-726.046	\$ 1.69
26403	03/23/2010	KMART	SILICONE FOR VEH MAINTENANCE	101-301-726.050	\$ 2.99
26403	03/23/2010	KMART	LEGAL PADS/CIVIL DIV PORTION	101-302-726.000	\$ 2.00
26403	03/23/2010	KMART	LEGAL PADS/JAIL PORTION	101-351-726.000	\$ 1.99
					\$ 10.67
26404	03/23/2010	LISTVAN PLUMBING & HEATING	CERT AND METER FEE	281-537-940.010	\$ 102.00

Check #	Check Date	Payee	Description	GL #	Amount
26405	03/23/2010	MAC TOOLS	51619 SHOP TOOLS	588-699-726.050	\$ 200.00
26406	03/23/2010	MAURERS TEXTILE RENTAL	SUPPLIES - GENERAL	101-141-726.000	\$ 12.18
26406	03/23/2010	MAURERS TEXTILE RENTAL	SUPPLIES - GENERAL	215-141-726.000	\$ 2.15
					\$ 14.33
26407	03/23/2010	MAXIMUM SECURITY	REPAIRS AND MAINTENANCE SVCS	101-131-920.400	\$ 387.00
26407	03/23/2010	MAXIMUM SECURITY	OUTSIDE CONTRACTED SERVICES	101-131-940.010	\$ 179.70
26407	03/23/2010	MAXIMUM SECURITY	OUTSIDE CONTRACTED SERVICES	101-141-940.010	\$ 76.37
26407	03/23/2010	MAXIMUM SECURITY	OUTSIDE CONTRACTED SERVICES	215-141-940.010	\$ 13.48
					\$ 656.55
26408	03/23/2010	MCVEIGHS TRUCK SPRINGS INC	98873 PARKS & REC.	588-699-726.050	\$ 91.72
26409	03/23/2010	METROPOLITAN UNIFORM	TDU PANT FOR S HOLZSCHU	101-301-726.046	\$ 49.99
26410	03/23/2010	MID AMERICAN AEL	TWO (2) CHARGE GUARDS INV #3357	261-427-726.050	\$ 134.45
26411	03/23/2010	MID NORTH PRINTING INC	79779 RESERV. CARDS	588-699-726.000	\$ 59.40
26412	03/23/2010	MID STATES BOLT & SCREW CO	3411499 SHOP SUPPLIES	588-699-726.050	\$ 93.13
26413	03/23/2010	MORNING STAR PUBLISHING CO	MDIS0366623 FEBRUARY	588-699-930.300	\$ 150.00
26414	03/23/2010	NELSONS FUNERAL HOME	TRANSPORTING	101-648-930.460	\$ 175.00
26415	03/23/2010	NMCOA	NMCOA 2010 MEMBERSHIP/ALLEN WEST	249-371-930.600	\$ 100.00
26416	03/23/2010	NORTHERN ENERGY, INC	1002740 SHOP	588-699-726.050	\$ 584.10
26417	03/23/2010	NORTHERN FIRE & SAFETY	FIRE INSPECTION/SERVICE	281-537-940.010	\$ 78.00
26418	03/23/2010	NORTHERN MICHIGAN REVIEW	BOR ADD	101-257-920.400	\$ 180.00
26418	03/23/2010	NORTHERN MICHIGAN REVIEW	P/C FEB.22,2010 PUBLIC HEARING NOTIC	101-721-930.300	\$ 52.50
26418	03/23/2010	NORTHERN MICHIGAN REVIEW	ADVERTISEMENT	212-430-930.300	\$ 210.00
26418	03/23/2010	NORTHERN MICHIGAN REVIEW	01690978--01722552 FEB	588-699-930.300	\$ 316.40
					\$ 758.90

Check #	Check Date	Payee	Description	GL #	Amount
26419	03/23/2010	ODS THE DOOR SPECIALIST	8773 DOOR #3	588-699-940.010	\$ 92.00
26420	03/23/2010	OTSEGO CO JUDICIAL SYSTM SMART CARD	HOSPITALIZATION	101-131-704.110	\$ 40.00
26421	03/23/2010	OTSEGO COUNTY	TRAVEL	101-133-930.500	\$ 539.00
26421	03/23/2010	OTSEGO COUNTY	W/O 6375 VEH#693 LOF RPLC BULBS/LGHT	101-301-726.000	\$ 167.15
26421	03/23/2010	OTSEGO COUNTY	W/O 6376 CAMPVAN RMV LIGHT INSTL BL	205-301-726.050	\$ 421.00
26421	03/23/2010	OTSEGO COUNTY	TRAVEL	292-662-930.500	\$ 227.50
					\$ 1,354.65
26422	03/23/2010	OTSEGO COUNTY EMS	SUPPLIES - GENERAL	101-648-726.000	\$ 35.00
26422	03/23/2010	OTSEGO COUNTY EMS	TRANSPORTING	101-648-930.460	\$ 458.50
					\$ 493.50
26423	03/23/2010	OTSEGO COUNTY TREAS	OTHER INCOME - OVER AND SHORT	516-030-694.000	\$ 29.34
26424	03/23/2010	PITNEY BOWES GLOBAL FINANCIAL SERV	LEASING CHARGE/PAST DUE	249-371-930.450	\$ 26.04
26425	03/23/2010	PITNEY BOWES, INC-SUPPLIES	SUPPLIES - GENERAL	101-131-726.000	\$ 33.42
26425	03/23/2010	PITNEY BOWES, INC-SUPPLIES	SUPPLIES - GENERAL	101-267-726.000	\$ 16.72
					\$ 50.14
26426	03/23/2010	PLANNING & ZONING CENTER INC	MEMBERSHIP AND DUES	645-172-930.600	\$ 185.00
26427	03/23/2010	REDWOOD TOXICOLOGY LABORATORY INC	SUPPLIES - GENERAL	101-133-726.000	\$ 12.00
26427	03/23/2010	REDWOOD TOXICOLOGY LABORATORY INC	TECHNICAL SVCS	292-662-801.030	\$ 84.00
					\$ 96.00
26428	03/23/2010	ROB LINSTRUM	PROFESSIONAL	101-648-801.020	\$ 225.00
26428	03/23/2010	ROB LINSTRUM	TRAVEL	101-648-930.500	\$ 11.00
					\$ 236.00
26429	03/23/2010	SAFETY-KLEEN	50091968 SOLVENT-SHOP	588-699-940.010	\$ 121.90
26430	03/23/2010	STANDARD ELECTRIC COMPANY	MAINTENANCE	281-537-920.400	\$ 9.69
26431	03/23/2010	STAPLES BUSINESS ADVANTAGE	14 GAL. RECYCLING BASKET	645-172-726.000	\$ 35.58

OCR 10-12

Opposition to the State of Michigan Secondary Road Patrol Fund Proposal

Otsego County Board of Commissioners

March 23, 2010

WHEREAS, the Otsego County Sheriff's Secondary Road Patrol (SRP) Fund is funded by a \$10.00 assessment on all moving traffic violations; and

WHEREAS, since 2003, no General Fund contribution has been included in its funding; and

WHEREAS, the Secondary Road Patrol is a successful program spanning 30 years; and

WHEREAS, Sheriff's Offices are monitored for compliance with provisions of Public Act 416 by the Office of Highway Safety Planning (OHSP), which administers the program; and

WHEREAS, the OHSP concluded the 2008 Secondary Road Patrol Annual Report with this statement: "OHSP believes the SRP Program has played a significant role in Michigan's traffic safety picture and that having a visible law enforcement presence on secondary roads has had a positive impact on driver behavior."; and

WHEREAS, the Otsego County Sheriff's Department are audited to insure they are NOT using state funds to "supplant" county general funds for officers, yet if the transfer takes place this is exactly what the state is doing; and

WHEREAS, the Governor's proposed FY 10-11 budget includes moving \$2.6 million dollars from the SRP Fund to the Michigan State Police budget, which is estimated to likely cause the layoff of a minimum of 39 Sheriff's deputies statewide; now, therefore, be it

RESOLVED, that the Otsego County Board of Commissioners objects to the moving of the SRP Fund dollars to the MSP budget; and be it further

RESOLVED, that copies of this resolution be forwarded to Governor Jennifer Granholm, Senator Tony Stamas, and Representative Kevin Elsenheimer of the State of Michigan for their consideration.

**STATE OF MICHIGAN
COUNTY OF OTSEGO
ORV ORDINANCE**

ORDINANCE No. 09-03

An ordinance adopted for the purpose of authorizing and regulating the operation of Off Road Vehicles (ORVs) on County roads in Otsego County, for the purpose of providing penalties for the violation thereof, and for the distribution of public funds resulting from those penalties pursuant to 2008 PA 240, MCL 324.81131.

THE COUNTY OF OTSEGO ORDAINS:

Section 1. Title.

This Ordinance shall be known as the Otsego County ORV Ordinance.

Section 2. Definitions. As used in this Ordinance.

“ATV” means a 3- or 4-wheeled vehicle designed for off-road use that has low-pressure tires, has a seat designed to be straddled by the rider, and is powered by a 50cc or greater gasoline engine or an engine of comparable size using other fuels.

“County” means the County of Otsego.

“County Primary Road” and “County Local Road” mean those roads as described in section 5 of Act 51 of the Public Acts of 1951, as amended, being MCL 247.655.

“Driver’s License” means any driving privileges, license, temporary instruction permit, or temporary license issued under the laws of any state, territory, or possession of the United States, Indian country as defined in 18 USC 1151, the District of Columbia, the Dominion of Canada, or any province or territory of the Dominion of Canada pertaining to the licensing of persons to operate motor vehicles.

“Far Right of the Maintained Portion of the Road” means the shoulder of the road when the roadway is improved by pavement, tar and chips, concrete, or other similar materials and means the extreme right of the open portion of the right-of-way when the roadway is not improved by pavement, tar and chips, concrete, or other similar materials.

“Forest road” means a hard surfaced road, gravel or dirt road, or other route capable of travel through state owned land by a 2-wheel drive, 4-wheel conventional vehicle designed for highway use, except a state or federal road or a county primary or county local road.

“Forest trail” means a designated path or way capable of travel through state owned land only by a vehicle less than 50 inches in width.

“Operate” means to ride in or on and to be in actual physical control of the operation of an ORV.

“Operator” means a person who operates of an ORV.

“ORV” means a motor driven off-road recreation vehicle capable of cross-country travel without benefit of a road or trail, on or immediately over sand, snow, ice, marsh, swampland, or other natural terrain. ORV includes, but is not limited to, a multitrack or multiwheel drive vehicle, an ATV, a golf cart, a motorcycle or related 2-wheel, 3-wheel, or 4-wheel vehicle, an amphibious machine, or other means of transportation deriving motive power from a source other than muscle or wind. ORV, however, does NOT include a registered snowmobile, a farm vehicle being used for farming, a vehicle used for military, fire, emergency, or law enforcement purposes, a vehicle owned and operated by a utility company or an oil or gas company when performing maintenance on its facilities or on property over which it has an easement, a construction or logging vehicle used in performance of its common function, or a registered aircraft.

“Road” means the entire width between the boundary lines of a way publicly maintained when any part of the way is open to the use of the public for purposes of vehicular travel.

"Road Commission" means the Board of County Road Commissioners for the County of Otsego.

"Roadway" means that portion of a road improved, designed, or ordinarily used for vehicular travel. In the event a road includes two (2) or more separate roadways, the term “roadway,” as used herein, shall refer to any such roadway separately, but not to all such roadways collectively.

“Safety Certificate” means a certificate issued pursuant to Section 81129 of Act 451 of the Public Acts of 1994, as amended, being MCL 324.81129, or a comparable ORV safety certificate issued under the authority of another state or a province of Canada.

To obtain a safety certificate, the operator must take an ORV safety education course and pass the certification exam. Information on courses and scheduling can be obtained by calling the Michigan Department of Natural Resources at 517-373-1230 or by visiting the Recreation Safety Classes section of the Michigan DNR website at <http://www.dnr.state.mi.us/recnsearch/>.

"Shoulder" means that portion of the road contiguous to the roadway generally extending the contour of the roadway, not designed for vehicular travel but maintained for the temporary accommodation of disabled or stopped vehicles otherwise permitted on the roadway.

“State or Federal Road” means I-75, and M-32.

“Township” means an individual township within the County of Otsego.

“Township Board” means a board of trustees of any township within the County of Otsego.

“Visual Supervision” means the direct observation of the operator of an ORV with the unaided or normally corrected eye, where the observer is able to come to the immediate aid of the operator.

Section 3. Prohibited Conduct.

- (a). No person shall operate an ORV on the roadway, shoulder, or any other portion of a state or federal road or a forest road or forest trail. No person shall operate an ORV on a county primary or a county local road within most of the Pigeon River Country State Forest (PRCSF) in Otsego County. Otsego County roads within the PRCSF that are closed to ORVs include: See attached Exhibit A.
- (b). Except as permitted under Section 4 of this Ordinance, no person shall operate an ORV on the roadway, shoulder, or any other portion of a county primary road or a county local road in Otsego County.

Section 4. Permitted ORV Operations.

- (a). A person may operate an ORV on the far right of the maintained portion of all county primary and county local roads, except the following: See attached Exhibit B.
- (b). When operating an ORV as authorized under this Ordinance, the operator shall comply with all of the following regulations:
 - (1). The operator shall be a person 16 years of age or older.
 - (2). The operator and each passenger shall wear a crash helmet and protective eyewear approved by the United States Department of Transportation, unless the ORV is equipped with a roof that meets or exceeds the standards for a crash helmet and the operator and each passenger wears a properly adjusted and fasten seatbelt.
 - (3). If the operator is a person 16 years of age or older, but less than 18 years of age, then the operator shall have in his or her immediate possession a valid driver's license and a safety certificate or shall be under the direct visual supervision of a parent or guardian and shall have in his or her immediate possession a safety certificate.
 - (4). If the ORV is registered as a motor vehicle and is either more than 60 inches wide or has three wheels, then the operator shall have in his or her immediate possession a valid driver's license.
 - (5). The ORV shall not be operated at a speed greater than 25 miles per hour or at a speed greater than any posted ORV speed limit.

For roads within the Village of Vanderbilt, the speed limit is 25 miles per hour on the main roads, and 5 miles per hour on all other roads.
 - (6). The ORV shall be operated with the flow of traffic on the road.

- (7). The ORV shall be operated in a manner that does not interfere with traffic on the road.
- (8). All ORVs shall be operated in a single-file formation, except when overtaking and passing another ORV or when being overtaken and passed by another ORV.
- (9). The ORV shall be operated displaying a lighted headlight and lighted taillight at ALL times.
- (10). The ORV shall be equipped with a throttle so designed that when the pressure used to advance the throttle is removed, the engine speed will immediately and automatically return to idle.
- (11). The ORV shall be equipped with an arrester type, United States Forest Service approved muffler in good working order and in constant operation.
- (12). The ORV shall be operated in full compliance with all noise emission standards defined by law.
- (13). On County roads within subdivisions or residential areas, ORVs may be operated for ingress and egress only, unless restricted from these roads by Section 4(a). Sustained riding for recreation or practice by operators of any age is prohibited in these areas.
- (14). Golf Carts only will be allowed on Fairway Drive, Golfview Drive, Greenview Drive, and Woodside Lane in Elmira Township.

Section 5. Penalties.

- (a). A person who violates any provision of this Ordinance shall be responsible for a municipal civil infraction as defined in Public Act 12 of 1994, amending Public Act 236 of 1961, being Sections 600.101-600.9939 of Michigan Compiled Laws, and shall be subject to a civil fine of not more than Five Hundred and 00/100 (\$500.00) Dollars.
- (b). In addition to the fine specified in subsection (a) above, the court has the authority to order a person who causes damage to the environment, a road or other property as a result of the operation of an ORV to pay full restitution for that damage.

Section 6. Enforcement Officers.

Deputies of the Otsego County Sheriff are hereby designated as the authorized officials to issue municipal civil infraction citations directing alleged violators of this Ordinance to appear in court.

Section 7. ORV Fund.

The County Treasurer shall deposit all fines and damages collected under Section 6 of this Ordinance into a fund to be designated as the "ORV Fund." The county board of commissioners shall appropriate revenue in the ORV Fund as follows:

- (a). Fifty percent (50%) to the Otsego County Road Commission for repairing damage to roads and the environment that may have been caused by ORVs and for posting signs indicating ORV speed limits and/or indicating whether roads are open or closed to the operation of ORVs.
- (b). Fifty percent (50%) to the Otsego County Sheriff's Office for ORV enforcement and training.

Section 8. Court Ordered Restitution.

A court may order a person who causes damage to the environment, a road or other property as a result of the operation of an ORV to pay full restitution for that damage above and beyond the penalties paid for civil fines.

Section 9. Validity.

If any section, provision or clause of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any remaining portions or application of this Ordinance which can be given effect without the invalid portion or application.

Section 10. Effective Date.

This Ordinance shall become effective fifty (50) days after its first publication.

COUNTY OF OTSEGO

By: _____
Kenneth R. Glasser, Chairman

By: _____
Susan I. DeFeyter, County Clerk

EXHIBIT A

Roads closed within the Pigeon River Country State Forest

Black River Trail
Blue Lakes Road
Bobcat Trail
Chaffee Trail
Chandler Dam Road
East Round Lake Road
Elkhorn Trail
Ford Lake Road
Gornick Trail
Grass Lake Road
Green's Trail
Hardwood Lake Road
Hare Road
Honeylocust Trail
Little McMasters Creek Trail
Lost Cabin Trail
Lost Lake Trail
Middle Trail
Old Vanderbilt Road, east of the Dudd Road intersection
Pickerel Lake Road
Range Line Road
Reynolds Road
Sawdust Pile Trail
East Sturgeon Valley Road, east of the Dudd Road intersection
Tin Bridge Road
Tin Shanty Road
Twin Lakes Road
West Round Lake Road

EXHIBIT B

Other Closed County Roads by Township

All road closings listed by township, only pertain to the portion of those roads lying within the listed township.

Bagley Township

Dickerson Road from North Otsego Lake Drive to M-32
Kassuba Road from Krys Road to M-32
Krys Road from McCoy Road to M-32
McCoy Road from Chester to Dickerson
Milbocker Road from Dickerson Road to South Townline
South Townline from Milbocker to M-32
North Otsego Lake Drive
West Otsego Lake Drive

Charlton Township

Chandler Dam Road
Gornick Trail
Greens Trail
Lost Cabin Trail
Sawdust Pile Trail
Tin Shanty Road

Chester Township

Abbey Road
Bass Lake Landing Road
Bass Lake Trail
Beckett Road
Behnke Road
Big Lake Road
Birchdale Drive
Blueberry Lane
Bob Lake Trail
Brook Trout Lane
Cargas Road
Coolwater Avenue
Drepps Road
East Opal Lake Road
Emerald Lake Trail
Finnegan Road
Gingell Road
Glenvale Drive
Grandview Drive

Havenwood Drive
Hollybrook Drive
Island View Drive
Lark Lane
McCoy Road
Meadow Road
Morning Side Trail
McGraw Trail
Northvale Road
Oley Lake Road
Pineridge Drive
Ranger Lake Road
Shadywoods Road
Shallow Shores Drive
Southview Drive
Turtle Lake Road, north of Old State Road
Valleybrook Drive
Waters Road
Wheeler Road
Wild Flower Trail

Corwith Township

Black River Trail
Blue Lakes Road
Bobcat Trail
Chaffee Trail
Chandler Dam Road
East Round Lake Road
Elkhorn Trail
Ford Lake Road
Gornick Trail
Grass Lake Road
Green's Trail
Hardwood Lake Road
Hare Road
Honeylocust Trail
Little McMasters Creek Trail
Lost Cabin Trail
Lost Lake Trail
Middle Trail
Old Vanderbilt Road, east of the Dudd Road intersection
Pickerel Lake Road
Range Line Road
Reynolds Road
Sawdust Pile Trail
East Sturgeon Valley Road, east of the Dudd Road intersection
Tin Bridge Road
Tin Shanty Road

Twin Lakes Road
West Round Lake Road

Dover Township
Gornick Trail

Elmira Township

All roads within Elmira Township are closed. The closed County roads include the portion of the following roads that lie within Elmira Township:

Alba Road
Allis Road
Bert Road
Brandywine Lane
Buell Road
Burdo Road
Camp Ten Road
Comstock Road
Crosswick Road
Deerwoods Drive
East Martin Lake Drive
Fairway Drive (Closed to all ATVs and ORVs except for Golf Carts)
Fleming Road
Flott Road
Franckowiak Road
Golfview Lane (Closed to all ATVs and ORVs except for Golf Carts)
Greenview Drive (Closed to all ATVs and ORVs except for Golf Carts)
Hallenius Road
Hallock Road
Huxtable Rod
Martindale Road
Mt. Jack Road
North Ridge Road
Old Coloney Road
Ordway Road
Parmater Road
Polus Road
Shaff Road
Skop Road
Stoneycroft Road
Theisen Road
Vega Road
Webster Road
West Martin Lake Road
Woodside Lane (Closed to all ATVs and ORVs except for Golf Carts)

Hayes Township
Alba Road

Charles Sanders Road
S. Townline Road

Livingston Township

Al Do Ro Va Drive
Altorf Strasse (Gaylord West Subdivision)
Ashley Lane (Gaylord West Subdivision)
Baden Strasse (Gaylord West Subdivision)
Brookview Lane
Clearview
Congdon Road east to Morgan Road
Cross Street
Fairview Road
Farmbrook Lane
Five Lake Road
Guenther Ridge Road
Highpointe Road
Hill Park
Holly (Gaylord West Subdivision)
Honeydew (Gaylord West Subdivision)
Labrador Lane (Gaylord West Subdivision)
Leafy (Gaylord West Subdivision)
Livingston Boulevard (Alpine Center/Gaylord High School)
Mapleleaf Road (North and South)
Meadowview Road
North Estates Drive
North Townline Road
Old 27 North
Parmater Road
Poquette Road
Pray Road
South Estates Drive
Suisse (Gaylord West Subdivision)
Sunshine Road
N. Townline Road
Valais Strasse (Gaylord West Subdivision)
Winterland (Gaylord West Subdivision)

Otsego Lake Township

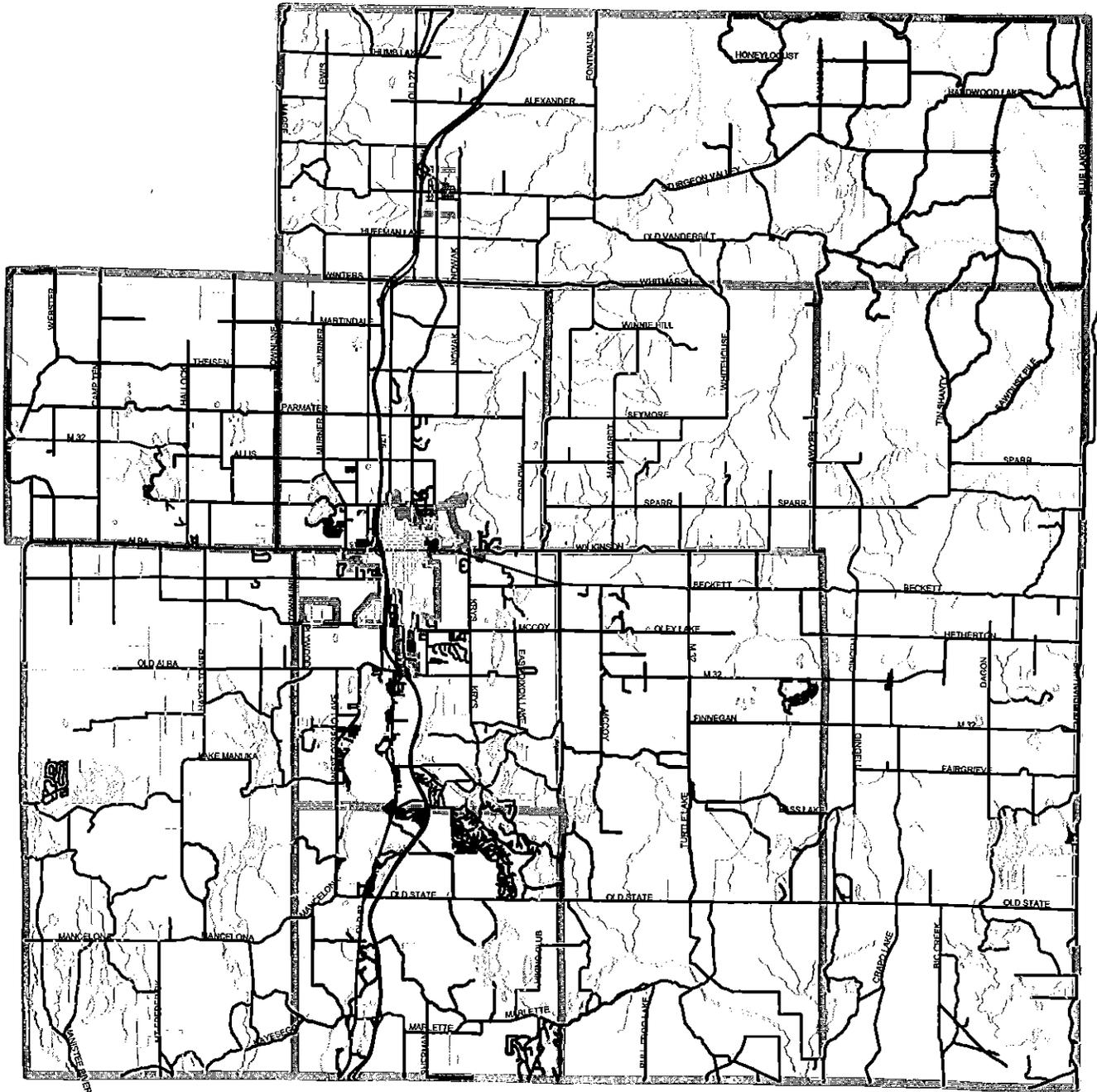
Alpena St
Amoco Rd
Anderson Dr
Apple Hill Cir
Arbutus Ct
Au Sable Trl
Autumn Trl
Avery Dr

Bagley St
Barn Owl Ct
Beaver St
Beech St
Bent Tree Dr
Blue Spruce Ct
Bluebird Ln
Bluejay Cir
Bob O Link Ct
Bob White Way
Bradford Dr
Cardinal Ct
Cartwright Trl
Cherry Log Ct
Cherry St
Chickadee Ct
Chipmunk Ln
Chub Lake Dr
Circle Dr
Colonial Ct
Compton Dr
Cottage Trl
Cottonwood Ave
Deer Park Ct
Dennis Ln
Dodge Lake Rd
Doepath Pl
Dogwood Ct
Dove Trl
Downhill Run
Eagles Nest Rd
East Heart Lake Dr
East Opal Lake Rd
Echo Dr
Edelweis Trl
Eifel Hills Rd
Enchanted Dr
Falcon Way
Fantasy Dr
Fascination Dr
Ferngrove Ct
Firestone Ct
First Court Ave
Foothills Trl
Forest Park Trl
Forester Dr
Gilbert St
Gilman Trl

Golden Elk Ct
Goodfellow Dr
Gray Hawk Ct
Grimm Ct
Hartwick Rd
Hatch Dr
Hayesego Trl
Heather Ct
Hemlock St
Henry Stephens St
Hidden Isle Dr
High Tower Trl
High Trees Ct
Hummingbird Ct
Hungry Hollow Ct
Huntingdon Dr
Ivy Trl
Karsten St
Kelley St
Kellogg Dr
Kenyon Trl
Kenyon Trl E
Kernel Ct
Kingfisher Ct
Kirtland Trl
Krause Rd
Lake Ridge Dr
Lake Shore Dr
Lakeview Ave
Lakewood Dr
Legend Dr
Leighton St
Linn St
Locksley Dr
Lombard Ave
Lynx Trl
Manning Dr
Marion Ct
Matterhorn Ct
Meadowlark Way
Memorial Dr
Mercury Trl
Merion Ct
Michaywe Dr
Mission Hills Ln
Mockingbird Ln
Mountain Pass
Nightingale Dr

North Heart Lake Dr
North Shore Dr
Northstar Rd
Nottingham Dr
Oakland Hills Dr
Olmstead St
Omaha Ct
Opal Lake Dr
Opal Lake Rd
Oriole Cir
Otter St
Partridge Pl
Passenheim Rd
Pearson St
Pebble Beach Dr
Pheasant Run
Pine St
Pointe Dr
Primrose Trl
Quail Hollow Rd
Quick St
Ranger Lake Rd
Raven Trl
Robin Ct
Salem Rd
Sanctuary Dr
Sandpiper Trl
Shaggy Bark Ct
Sherwood Dr
Snow Goose Cir
Snow Moon Ct
Snow Owl Ct
Snowberry Trl
Snowmass Ct
Softwood Trl
Southwest Opal Lake Rd
Spring Dr
St Andrews Dr
Staghorn Ct
Steep Hollow
Sugar Hill Cir
Summit Dr
Sun-rose Trl
Sunset Dr
Timber Valley Rd
Timberlane Trl
Timberly Ln
Trillium Trl S

Trillium Trl W
Verlinde St
Wagner Dr
Warbler Ct
Warner St
Washington Ave
Watt St
West Heart Lake Dr
West Opal Lake Rd
West Otsego Lake Dr
Whisper Dr
Whispering Pines Dr
White Mountain Ln
White St
Willow Ct
Wm Brooks Dr
Wolverine Trl
Wood Thrush Cir
Woodcock Ct
Woodpecker Trl



Otsego County ORV Routes

Scale: 1" = 3.5 Miles

	Pigeon River Forest		Golf Carts Only
	Roads Open to ORVs		5 m.p.h. ORV Zone
	Closed Roads		Rivers
	State Highway/ Interstate		Lakes