

March 23, 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 9:32 a.m. by Vice-Chairman Paul Liss. Invocation by Commissioner Clark Bates, followed by the Pledge of Allegiance led by Commissioner Bruce Brown.

Roll call:

Present: Clark Bates, Paul Liss, Robert Harkness, Erma Backenstose, Mike Hyde, Bruce Brown.

Excused: Ken Glasser, Doug Johnson.

Absent: Paul Beachnau.

Agenda amended to add under special presentation item C) Goodwill Instrustries, OCR-10-13.

Motion by Commissioner Clark Bates, to approve the regular minutes of March 9, 2010 with attachments. Ayes: Unanimous. Motion carried.

Commissioner Paul Beachnau arrived at 9:35 a.m.

Consent Agenda:

Motion to approve 2010 County Surveyor Remonumentation Contract. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve 2010 Mitchell & Associates Remonumentation Surveyor Contract. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve 2010 Wade Trim Remonumentation Surveyor Contract. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve Atlas Lease ratification request. Ayes: Unanimous. Motion carried. (see attached)

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. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the FY 10 General Fund Prosecutor Budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the FY10 General Fund Airport Budget amendment. Ayes: Unanimous.

Motion carried. (see attached)

Motion to approve the FY10 Capital Projects Fund Budget amendment. Ayes: Unanimous.
Motion carried. (see attached)

Motion to approve the FY10 Public Improvement Courthouse Restoration Budget amendment.
Ayes: Unanimous. Motion carried. (see attached)

Motion to approve FY10 Equipment Budget amendment (Prosecutor). Ayes: Unanimous.
Motion carried. (see attached)

Motion to approve FY10 Equipment Budget amendment(Land Use). Ayes: Unanimous. Motion
carried. (see attached)

Administrator's Report:

John Burt reported the MSU Extension leadership training today; Chester Township request to
open all roads in the ORV Ordinance; Energy efficient grant received; Groen Vision Committee;
County wide zoning.

Public Hearing opened at 9:37 a.m. for the Elmira Township ORV Ordinance update.

Special Presentation

Trisha Grifka for NEMCSA updated on the Board on Early Head Start.

Erica VanDam updated the Board on the Health Department smoking law.

Pamela Cuthbert reported on the Goodwill Industries.

Motion by Commissioner Mike Hyde, to adopt Resolution OCR 10-13 in support of Goodwill's
homeless Providers Grant and per diem capital grant application as presented.

Roll Call Vote:

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

Nays: None.

Excused: Ken Glasser, Doug Johnson.

Motion carried/Resolution adopted. (see attached)

Department Head Report:

Marlene Hopp updated the Board on the Housing and Veterans.

Rachel Frisch reported on the February 2010 financial reports.

New Business:

Motion by Commissioner Robert Harkness, to approve the March 16, 2010 Warrant in the amount of \$142,234.14 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Erma Backenstose, to approve the March 23, 2010 Warrant in the amount of \$128,930.08 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Clark Bates, to adopt Resolution OCR-10-12 in opposition to Governor Granholm's budget proposal to take \$2.6 million dollars from the secondary road patrol fund.

Roll Call Vote:

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

Nays: None.

Excused: Ken Glasser, Doug Johnson.

Motion carried/Resolution adopted. (see attached)

Public Hearing closed at 10:19 a.m.

Motion by Commissioner Paul Beachnau, to adopt the amended ORV Ordinance 09-03 as presented.

Roll Call Vote:

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

Nays: None.

Excused: Ken Glasser, Doug Johnson.

Motion carried/Resolution adopted. (see attached)

Public Comment:

Mary Jergenson reported Senator Tony Stamas will be in the area March 29th, John Moleenar speaking at the GOP meeting.

Board Remarks:

Commissioner Paul Beachnau: Recycling meeting.

Commissioner Clark Bates: City Council meeting.

Meeting adjourned at 10:28 a.m. at the call of the Vice-Chair.

Paul L. Liss, Vice-Chairman

Susan I. DeFeyter, Otsego County Clerk

**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.

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

 - D. County Plan. Means the approved Otsego County Remonumentation Plan.

4. Compensation. The CONTRACTOR shall perform all work for the PROJECT at the applicable rates indicted on the Professional Fee Schedule attached to and made a part hereof, for the total amount not to exceed **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

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 in 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	\$ 900	\$
- -	\$	\$
- -	\$	\$
Total	\$ 10,200	\$ 10,200

Rachel Fresh
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 - bldg	\$ 7,500	\$
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
Total	\$ 7,500	\$

Rachel Grisch

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 [x] Capital Project [] Business-Type (Enterprise or Internal Svc)

REVENUE Court security remodeling project @ Alpine Center

Table with 3 columns: Account Number, Decrease, Increase. Rows include: 246.050-400.001 - Use of Fund Bal. (Increase 3,500), 497.050-699.030 - Transfer In (Increase 3,500), Total (Increase 7,000).

EXPENDITURE

Table with 3 columns: Account Number, Increase, Decrease. Rows include: 245.941-999.000 - Transfer Out (Increase 3,500), 497.901-970.300 - Property-bldgs (Increase 3,500), Total (Increase 7,000).

Rachel Frisch
Department Head Signature

3.17.10
Date

Table with 2 columns: Finance Department, Title. Empty rows for signature and title.

Administrator's Signature

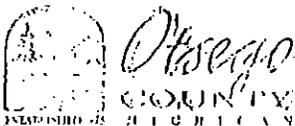
Date

Board Approval Date (if necessary)

Budget Acct

Number

Handwritten signature: xcasntsf



**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 Arisch
Department Head Signature

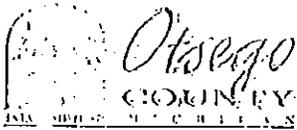
3.17.10
Date

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Ad. #



**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 Bal	\$	\$ 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	
Ent:	
By:	

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

OCR 10-13
Support for VA Homeless Providers Grant
Otsego County Board of Commissioners
March 23, 2010

WHEREAS, Rural Northern Michigan is home to many known homeless veterans; and

WHEREAS, there is a lack of appropriate housing and services for these homeless veterans; and

WHEREAS, Goodwill Industries of Northern Michigan, Inc. is applying for a Homeless Providers Grant and Per Diem Capital Grant from the Department of Veterans Affairs; and

WHEREAS, the grant would be used to build a facility in the community of Gaylord/Otsego County to provide services in a safe, drug free environment for Veterans who have been honorably discharged and who have been approved by Veterans Affairs for VA benefits and services; and

WHEREAS, the Goodwill Veterans Transitional Housing Community will contain 4 duplex housing units to house 24 male veterans, with mental health and substance abuse disorders, at a time; and

WHEREAS, eligible veterans will be permitted to live in the facility for up to two years while they receive services such as job re-training, money management, nutritional meal planning, anger management, and maintaining your living environment; now, therefore, be it

RESOLVED, that the Otsego County Board of Commissioners endorses Goodwill Industries of Northern Michigan Inc.'s grant application to the VA Homeless Providers Grant and Per Diem Program; and be it further

RESOLVED, that by granting Goodwill's request for funding, the Department of Veteran Affairs will be helping to ensure that our region's homeless veterans have warm beds, food and opportunities to build a sustainable healthy future.

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 Elsenheller 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
Dreffi Road
East Opal Lake Road
Emerald Lake Trail
Finnegan Road
Gingell Road
Glenvale Drive
Grandview Drive

Approved: May 26, 2009

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

Approved: May 26, 2009

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

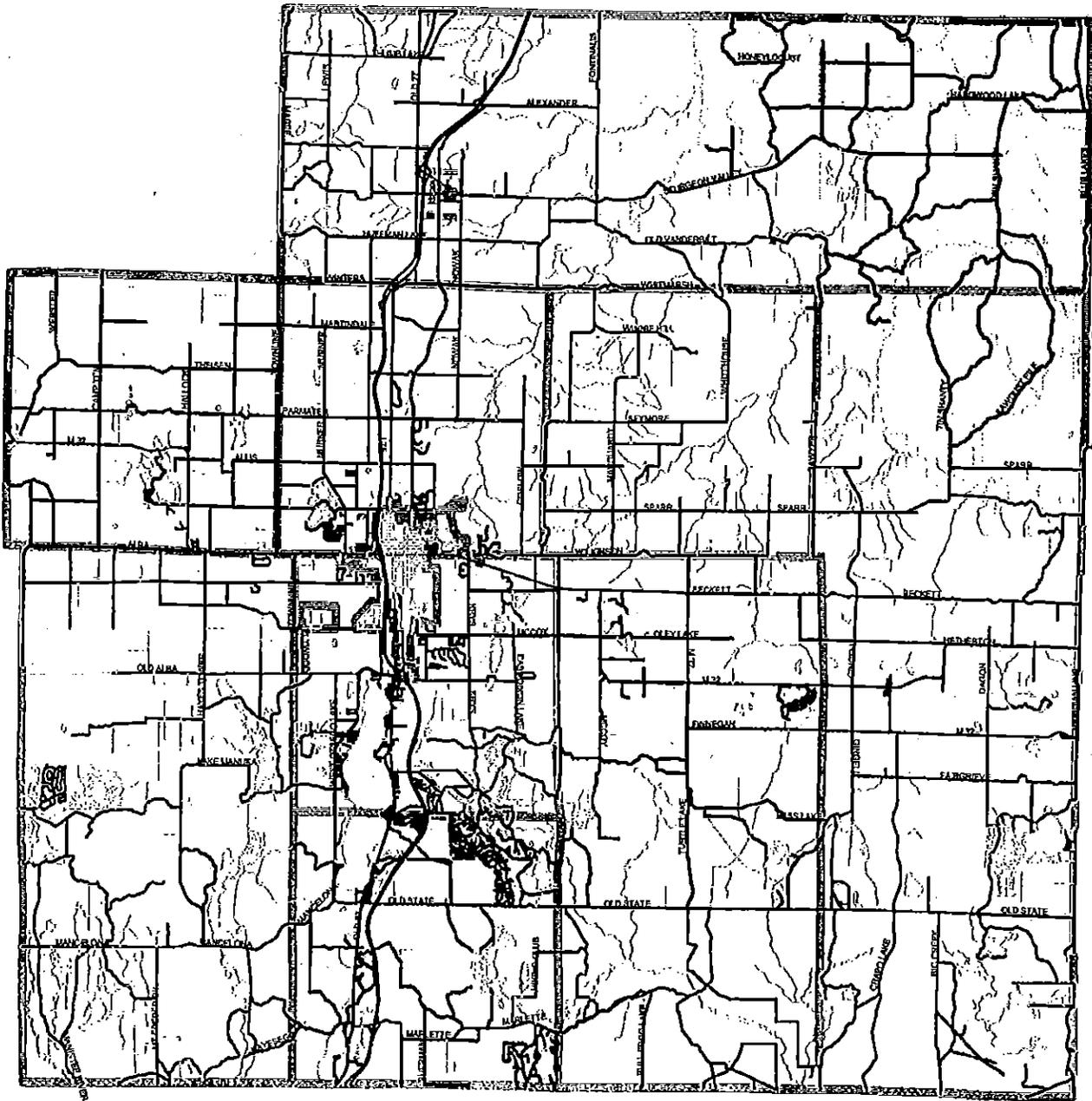
Alpena St
Amoco Rd
Anderson Dr
Apple Hill Cir
Arbutus Ct
Au Sable Trl
Autumn Trl
Avery Dr

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 |