



## 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, April 13, 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 23, 2010 w/attachments

Department Head Report

- A. Prosecutor Update - Kyle Legel
- B. Human Resources Update - Trisha Adam

Committee Reports

- A. Transportation & Airport Committee
  - 1. MDOT 5311 Agreement
- B. Recycling Committee
  - 1. County Recycling Program

City Liaison, Township & Village Representatives

Correspondence

New Business

- A. Financials
  - 1. March 30, 2010 Warrant
  - 2. April 6, 2010 Warrant
  - 3. April 13, 2010 Warrant
- B. OCR 10-14 Support for Wolverine Clean Energy Venture Permit
- C. Otsego Lake County Park Bathroom Remodel Project
- D. Digital Orthophotography Flight

Public Comment

Board Remarks, Announcements, and informal discussions

Adjournment

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 29<sup>th</sup>, 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.
  
  - 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



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 restrained 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
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$

**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	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$ 10,200	\$ 10,200

Rachel Frisch

3-17-10

Department Head Signature

Date

<b>Finance Department</b>
Entered:
By:

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment: #

Posting Number



**OTSEGO COUNTY  
BUDGET AMENDMENT**

FUND/DEPARTMENT: Airport / General 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 Transfer to Airport fund balance - 2009.

Account Number	Decrease	Increase
281-050 - 699-030 - Transfer In	\$	\$ 15,000
-	\$	\$
-	\$	\$
-	\$	\$
<b>Total</b>	\$	\$ 15,000

**EXPENDITURE**

Account Number	Increase	Decrease
101-941 - 999-010 - Contingency	\$	\$ 10,438
101-853 - 940-110 - Hospitaliz.	\$	\$ 4,562
101-966 - 999-000 - Approp. - Airport	\$ 15,000	\$
281-941 - 999-000 - Contrib. to Fund Bal.	\$ 15,000	\$
-	\$	\$
-	\$	\$
<b>Total</b>	\$ 30,000	\$ 15,000

Grand Total 30,000 30,000

Rachel Frisch 3.17.10

Department Head Signature

Date

<b>Finance Department</b>
Entered:
By:

Administrator's Signature

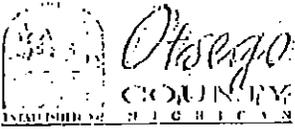
Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

*\*Cash Trsf*



**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
-	\$	\$
-	\$	\$
-	\$	\$
<b>Total</b>	\$	\$ 7,500

**EXPENDITURE**

Account Number	Increase	Decrease
499-901-970-300 - Property - bldgs	\$ 7,500	\$
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
<b>Total</b>	\$ 7,500	\$

Rachel Frisch  
Department Head Signature

3-17-10  
Date

Fin	Department
Ent	
By:	

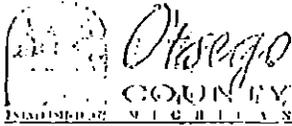
\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approval Date (if necessary)

\_\_\_\_\_  
Budget Adjustment

\_\_\_\_\_  
Page Number



**OTSEGO COUNTY  
BUDGET AMENDMENT**

FUND/DEPARTMENT: Courthouse Restoration / Public Improvement

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 Court security remodeling project @ Alpine Center

Account Number	Decrease	Increase
246.050-400.001 - Use of Fund Bal.	\$	\$ 3,500
497.050-699.030 - Transfer In	\$	\$ 3,500
<b>Total</b>	\$	\$ 7,000

**EXPENDITURE**

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

Rachel Irish  
Department Head Signature

3.17.10  
Date

Finance Department

\_\_\_\_\_  
Administrator's Signature

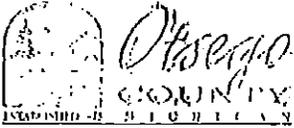
\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approval Date (if necessary)

\_\_\_\_\_  
Budget Ad.

\_\_\_\_\_  
Number

*dcash*



**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
266.050-1400.001 - Use of Fund Bal.	\$	\$ 13,228
-	\$	\$
-	\$	\$
-	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

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

Rachel Fresh  
Department Head Signature

3.17.10  
Date

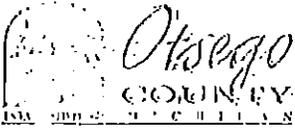
	cc Department

\_\_\_\_\_  
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 (Enclosure or Internal Svc)

REVENUE Purchase scanner for Land Use Services

Account Number	Decrease	Increase
266.050-400.001 - Use of Fund Bal	\$	\$ 7,495
-	\$	\$
-	\$	\$
-	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

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

Rachel Frisch  
Department Head Signature

3.17.10  
Date

Fin	Department
Enc	
By:	

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approval Date (if necessary)

\_\_\_\_\_  
Budget Adjust #

\_\_\_\_\_  
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

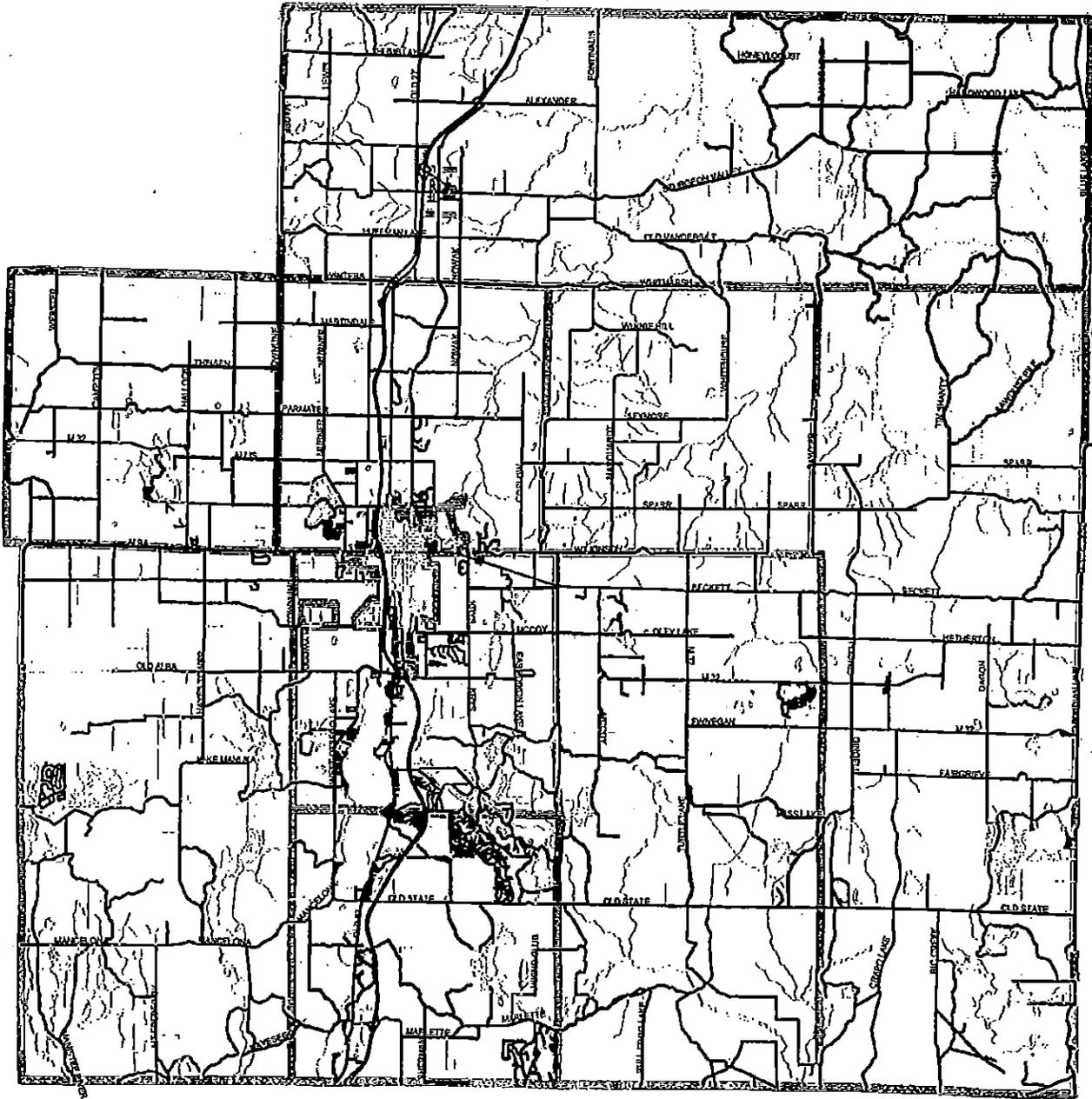
Alpena St  
Amoco Rd  
Anderson Dr  
Apple Hill Cir  
Arbutus Ct  
Au Sable Trl  
Autumn Trl  
Avery Dr

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  
Fergrove 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



**APRIL 13, 2010**  
**AGENDA**

Date: January 25, 2010  
Agreement No.: 2007-0276  
Authorization No.: Z10  
Project No.: 109403  
Agenda: SAB



**PROJECT AUTHORIZATION  
OTSEGO COUNTY BOARD OF COMMISSIONERS  
FY 2010 SECTION 5311 OPERATING  
ARRA NONURBANIZED AREA FORMULA**

This information is required by the Michigan Department of Transportation (MDOT) in order to record agreement of utilization of funds provided by the Federal Transit Administration, United States Department of Transportation and MDOT. The funds provided shall be used by the AGENCY in accordance with the above referenced Master Agreement.

Authorization Effective Date: October 1, 2009  
Authorization Expiration Date: September 30, 2010  
Fiscal Year of Effective Contract Clauses: 2010

The Federal Grant associated with the PROJECT AUTHORIZATION is MI-86-X002.

Grant Year: 2010 Federal Item Number: WK0051 Project is not R&D.

The Catalog of Federal Domestic Assistance Number for the Federal Transit Administration Formula Grants for Other Than Urbanized Areas Program is 20.509.

Funding reflects the amount of funds currently available under the Federal Appropriation. If additional funds become available, a grant amendment and revised project authorization will be prepared.

Payments to the AGENCY under this PROJECT AUTHORIZATION will be based on 2.5% of the budgeted estimated eligible costs, which are \$39,244. Payment will be made upon execution of this project authorization. There will not be a reconciliation of these funds based on the annual operating assistance report. This payment language replaces language in Sections 14 and 27 of the Master Agreement.

In accordance with Section 7 of the Agreement, the dollar amount for third party contracts as identified in COMMISSION policy is \$25,000. All agencies who are not self-certified must submit third party contracts over \$25,000 to MDOT for approval. Please refer to Section 7 in the Master Agreement for competitive bidding requirements.

The AGENCY will be financially and legally responsible for the terms and conditions of the 5333(b) labor warranty as agreed to in your annual application.

The AGENCY agrees to prepare and furnish to MDOT quarterly operating assistance reports via the Public Transportation Management System (PTMS). Instructions on preparing the report are available in the "Local Public Transit Revenue and Expense Manual" (October 1, 2009, through September 30, 2010). The manual is available on the web at [www.michigan.gov/mdotptd](http://www.michigan.gov/mdotptd).

### **American Recovery and Reinvestment Act (ARRA) Provisions**

#### **Reporting**

To ensure that the DEPARTMENT meets the requirements of the American Recovery and Reinvestment Act (ARRA) of 2009 each AGENCY is required to submit financial, milestone and employment information quarterly. Failure to comply with the reporting requirements under ARRA will jeopardize the DEPARTMENT'S continued receipt of ARRA funding. Accordingly, if an AGENCY fails to comply with ARRA reporting requirements, the DEPARTMENT may withhold payments until compliance is achieved. If the DEPARTMENT is compelled to incur costs because of such a breach, the amount of those costs may be deducted from payments otherwise to be made under this project authorization.

#### **Segregation of Costs**

The AGENCY shall segregate obligations and expenditures of ARRA funds from other funding. No part of funds made available under ARRA may be commingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.

#### **Timely Expenditure of Funds**

The timely delivery of ARRA projects is critical. The expectation is that all funds will be obligated within a year. If funds are not obligated within two years, the DEPARTMENT may deobligate the funds. The DEPARTMENT will not approve an extension of the project authorization if funds are not obligated within two years.

#### **Publication**

The AGENCY shall include the recovery logo on all signage or other publications in connection with the activities funded by ARRA. Guidance will be provided by the DEPARTMENT.

#### **Buy Michigan Preference**

A preference shall be given to products manufactured or services offered by Michigan-based firms if all other things are equal and if consistent with federal statute.

#### **Prohibition on Use of Funds**

None of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools or similar projects.

### **Funding of Programs**

Programs supported with temporary federal funds made available by ARRA will not be continued with state financed appropriations once the temporary federal funds are expended.

### **Conflicting Requirements**

Where ARRA requirements conflict with existing state requirements, ARRA requirements control.

### **Job Opportunity Posting Requirements**

The AGENCY shall post notice of job opportunities created in connection with activities funded in whole or in part with ARRA funds in the Michigan Talent Bank, [www.michworks.org/mtb](http://www.michworks.org/mtb).

### **Whistle Blower Protection for Recipients of Funds**

The AGENCY shall not discharge, demote or otherwise discriminate against an employee for disclosures by the employee that the employee reasonably believes are evidence of: 1) gross mismanagement of a contract or grant relating to Covered Funds; 2) a gross waste of Covered Funds; 3) a substantial and specific danger to public health or safety related to the implementation or use of Covered Funds; 4) an abuse of authority related to implementation or use of Covered Funds; or 5) a violation of law, rule, or regulation related to an AGENCY contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Covered Funds. In this Subsection, "Covered Funds" shall have the same meaning as set forth in Section 1553(g)(2) of Division A, Title XV of the ARRA.

- a. The AGENCY must post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA. A poster can be found at: <http://www.recovery.gov/sites/default/files/Whistleblower+Poster.pdf>
- b. The AGENCY shall include the substance of this clause including this paragraph (b) in all subcontracts.

### **Inspection of Records**

The AGENCY shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1998 or his representative to: 1) examine any records that directly pertain to, and involve transactions relating to, this contract, and 2) interview any officer or employee of the AGENCY or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

### **Integrity**

The AGENCY agrees that all data it submits to the DEPARTMENT in compliance with ARRA will be accurate, objective, and of the highest integrity.

**Subrecipient Requirements**

The AGENCY shall include these terms, including this requirement, and applicable Contract Clauses in any of its subcontracts or subgrants in connection with projects funded in whole or part with funds available under ARRA.

**Further Requirements**

The AGENCY agrees to comply with applicable future Federal requirements that may be imposed on the use of ARRA funds.

**Funding source:**

2009/75099 \$39,244 (F)

PRF No.: 2010-233

**OTSEGO COUNTY BOARD OF COMMISSIONERS**



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

**MICHIGAN DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Title: Bureau Director  
Bureau of Passenger Transportation

Committee Reports. B. Recycling Committee  
1. County Recycling Program

At their March 31, 2010 meeting, the Recycling Committee recommended to the Board of Commissioners to discontinue the County's Recycling Program due to the expansion of Arrow Sanitation's program. The recommendation also included continuing with recycling education through the Otsego Conservation District. The Commissioners will discuss the requests under this agenda item.

COUNTY OF OTSEGO  
 ACCOUNTS PAYABLE MARCH 30, 2010

Check #	Check Date	Payee	Description	GL #	Amount
26439	03/19/2010	CHARLIE LOVELACE	REF 3/21 & 3/10	208-752-940.010	\$ 250.00
26440	03/19/2010	CONSUMERS ENERGY	WAH WAH SOO ELECTRIC BILL	208-751-930.620	\$ 19.66
26441	03/19/2010	DAVID JOHNSON	REF MEN'S LEAGUE 3/21	208-752-940.010	\$ 225.00
26442	03/19/2010	DTE ENERGY	GAS BILL	208-752-930.610	\$ 1,026.78
26443	03/19/2010	EVAN CARR	SCOREKEEPER 3/21	208-752-940.010	\$ 25.00
26444	03/19/2010	GASLIGHT MEDIA	31109	208-751-726.000	\$ 59.95
26445	03/19/2010	SPARTAN STORES INC	DONUTS, COOKIES,	208-752-726.000	\$ 77.88
26446	03/19/2010	STUCKMAN TREE SERVICE, INC	3232	208-751-726.050	\$ 2,900.00
26447	03/19/2010	VERIZON NORTH	PARK PHONE BILL	208-751-930.210	\$ 85.99
26448	03/23/2010	ALPINE EYE CARE	ACCT#017728 OPTICAL VETERAN	293-689-930.999	\$ 137.51
26449	03/23/2010	ALPINE FAMILY DENTISTRY	ID#2286 DENTAL BILL - VETERAN	293-689-930.999	\$ 61.50
26450	03/23/2010	DEPT. OF VETERANS AFFAIRS	VETERAN MEDICINE BILL	293-689-930.999	\$ 155.58
26451	03/23/2010	IMPREST CASH, OTSEGO COUNTY TRE,	JUROR SERVICES	101-145-930.930	\$ 2,271.60
26452	03/23/2010	ORAL SURGERY SPEC. OF N.MICHIGAN	DENTAL STATEMENT	293-689-930.999	\$ 145.41
26453	03/25/2010	DIANNA HORRIDGE	WITNESS FEES + MILEAGE	101-267-930.941	\$ 72.70
26454	03/25/2010	JONATHAN SCOTT	STATE INCOME TAX WITHHELD	704-000-228.002	\$ 11.16
26455	03/29/2010	CAROLYN BARTELS	JUROR SERVICES	101-145-930.930	\$ 433.00
26456	03/29/2010	CATHERINE BLANCHARD	JUROR SERVICES	101-145-930.930	\$ 505.00

Check #	Check Date	Payee	Description	GL #	Amount
26457	03/29/2010	CHARLIE LOVELACE	BEAR REF	208-752-940.010	\$ 175.00
26458	03/29/2010	CITY OF GAYLORD	WATER BILL	208-752-920.200	\$ 59.84
26459	03/29/2010	CONSUMERS ENERGY	CENTER ELECTRIC BILL	208-752-930.620	\$ 547.34
26460	03/29/2010	DAVID MILLER	JUROR SERVICES	101-145-930.930	\$ 433.00
26461	03/29/2010	DEBRA HARTLEY	JUROR SERVICES	101-145-930.930	\$ 397.00
26462	03/29/2010	JAMES WRIGHT	JUROR SERVICES	101-145-930.930	\$ 409.00
26463	03/29/2010	KIM BALLARD	JUROR SERVICES	101-145-930.930	\$ 397.00
26464	03/29/2010	LINDA THOMAS	JUROR SERVICES	101-145-930.930	\$ 457.00
26465	03/29/2010	LISA LUBE	JUROR SERVICES	101-145-930.930	\$ 465.00
26466	03/29/2010	LOUIS AMBORSKI	JUROR SERVICES	101-145-930.930	\$ 401.00
26467	03/29/2010	MARK MULKA	JUROR SERVICES	101-145-930.930	\$ 389.00
26469	03/29/2010	NANCY WIND	JUROR SERVICES	101-145-930.930	\$ 417.00
26470	03/29/2010	NEIL BRASSEUR	JUROR SERVICES	101-145-930.930	\$ 449.00
26471	03/29/2010	NORTHWEST MICHIGAN COMMUNITY	OUTSIDE CONTRACTED SERVICES	-751-940.010-WWGT00C	\$ 418.00
26472	03/29/2010	RICH CONSTRUCTION	INSTALLATTION IN ATTIC	208-752-726.050	\$ 1,480.00
26473	03/29/2010	ROBERT DEFORGE	JUROR SERVICES	101-145-930.930	\$ 417.00
26474	03/29/2010	RONS WRECKER	106313	208-752-726.050	\$ 50.00
26475	03/29/2010	MICHAEL ODRAS	JUROR SERVICES	101-145-930.930	\$ 465.00
26476	03/30/2010	87-A DISTRICT COURT- IMPREST CASH	JUROR SERVICES	101-145-930.930	\$ 436.90

Check #	Check Date	Payee	Description	GL #	Amount
26477	03/30/2010	ALCHEMY MIND, LLC	CAMP PROGRAMS	205-301-704.400	\$ 400.00
26477	03/30/2010	ALCHEMY MIND, LLC	JAIL PROGRAMS	264-362-704.400	\$ 300.00
26477	03/30/2010	ALCHEMY MIND, LLC	JAIL PROGRAM	595-351-726.000	\$ 100.00
					\$ 800.00
26478	03/30/2010	AMERICAN FIDELITY ASSURANCE COM	COURT AFA SEC 125	704-000-231.285	\$ 77.90
26479	03/30/2010	BRUCE SCOTT	3/18 HOUSING PER DIEM	233-690-703.040	\$ 40.00
26479	03/30/2010	BRUCE SCOTT	3/18 MTG TRAVEL	233-690-930.500	\$ 5.60
26479	03/30/2010	BRUCE SCOTT	3/26 10-2009 FINAL/AMENDMENT	233-690-940.010	\$ 500.00
					\$ 545.60
26480	03/30/2010	CITY OF GAYLORD	200 LIVINGSTON BLVD B	205-301-920.200	\$ 54.31
26480	03/30/2010	CITY OF GAYLORD	WATER MARCH 2010	212-430-920.200	\$ 34.10
26480	03/30/2010	CITY OF GAYLORD	LIVINGSTON D	7-265-920.200-ALPCT000	\$ 440.40
26480	03/30/2010	CITY OF GAYLORD	COURTHOUSE- W MAIN ST	7-265-920.200-CRTHS000	\$ 1,219.78
26480	03/30/2010	CITY OF GAYLORD	CROSS ST. LAND USE	7-265-920.200-LNDUS000	\$ 91.41
26480	03/30/2010	CITY OF GAYLORD	S ILLINOIS	7-265-920.200-SILLI000	\$ 28.28
					\$ 1,868.28
26481	03/30/2010	CONSUMERS ENERGY	ELECTRIC FEB 2010	212-430-930.620	\$ 477.31
26481	03/30/2010	CONSUMERS ENERGY	ELECTRICITY	7-265-930.620-ALPCT000	\$ 4,215.80
26481	03/30/2010	CONSUMERS ENERGY	ELECTRICITY	7-265-930.620-LNDUS000	\$ 396.75
					\$ 5,089.86
26482	03/30/2010	CORPORATE TITLE AGENCY	MORTGAGE POLICY #MI-12176	233-690-940.010	\$ 340.00
26483	03/30/2010	DELAGE LANDEN FINANCIAL SERVICES	5322907 MARCH COPIES	588-699-940.010	\$ 150.08
26484	03/30/2010	DYE, JOHN	HOSPITALIZATION/DENTAL	101-853-940.110	\$ 202.98
26485	03/30/2010	EREMAL L. REPP	CONTRACTED ELECTRICAL INSPECTOR	249-371-801.026	\$ 1,030.00
26486	03/30/2010	GARY GELOW	COURT APPOINTED ATTORNEY FEES	101-131-801.021	\$ 11,250.00

Check #	Check Date	Payee	Description	GL #	Amount
26487	03/30/2010	GASLIGHT MEDIA	PROFESSIONAL	101-228-801.020	\$ 50.00
26487	03/30/2010	GASLIGHT MEDIA	DATA/NETWORK SVCS	101-864-930.240	\$ 800.00
26487	03/30/2010	GASLIGHT MEDIA	TELEPHONE	205-301-930.210	\$ 16.00
26487	03/30/2010	GASLIGHT MEDIA	WIRE LESS CONECTION	212-430-920.410	\$ 59.95
26487	03/30/2010	GASLIGHT MEDIA	PORT FEE	281-537-940.010	\$ 16.00
26487	03/30/2010	GASLIGHT MEDIA	31230 APRIL	588-699-940.010	\$ 59.95
					\$ 1,001.90
26488	03/30/2010	GAYLORD AARF, INC	APRIL ARFF 2010	281-537-940.010	\$ 15,560.17
26489	03/30/2010	GLENN CRANE	HOSPITALIZATION/DENTAL	101-853-940.110	\$ 250.00
26490	03/30/2010	HALL VETERINARY CLINIC	STERLIZATION FEB - MAR 2010	212-430-930.980	\$ 512.43
26491	03/30/2010	IMPREST CASH, OTSEGO COUNTY TRE	JUROR SERVICES	101-145-930.930	\$ 1,839.20
26492	03/30/2010	KIRTLAND COMMUNITY COLLEGE	OUTSIDE CONTRACTED SERVICES	214-806-940.010	\$ 230,450.11
26493	03/30/2010	LAVERN W. SCHLAUD	ZONING/CONTRACTED BUILDING INSPECTOR	101-721-801.020	\$ 120.00
26493	03/30/2010	LAVERN W. SCHLAUD	CONTRACTED BUILDING INSPECTOR	249-371-801.024	\$ 545.00
					\$ 665.00
26494	03/30/2010	LINCOLN FINANCIAL	INSURANCE -LIFE/DISABILITY	704-000-231.870	\$ 2,677.89
26495	03/30/2010	MICHIGAN DEPARTMENT OF HUMAN	PROFESSIONAL	292-662-801.020	\$ 9,689.52
26496	03/30/2010	NORTHERN CREDIT BUREAU	CREDIT REPORTS	233-690-930.150	\$ 34.75
26497	03/30/2010	NORTHWEST MICHIGAN COMMUNITY	OUTSIDE CONTRACTED SERVICES	101-601-940.010	\$ 41,250.00

Check #	Check Date	Payee	Description	GL #	Amount
26498	03/30/2010	NORTHWESTERN BANK-CARDMEMBEI	POSTAGE INVENTORY	101-000-103.000	\$ 191.22
26498	03/30/2010	NORTHWESTERN BANK-CARDMEMBEI	TRAVEL	101-101-930.500	\$ 690.00
26498	03/30/2010	NORTHWESTERN BANK-CARDMEMBEI	TRAVEL	101-267-930.500	\$ 1,201.87
26498	03/30/2010	NORTHWESTERN BANK-CARDMEMBEI	VICTIMS RIGHTS SERVICES	101-267-930.983	\$ 88.00
26498	03/30/2010	NORTHWESTERN BANK-CARDMEMBEI	SUPPLIES - GENERAL	208-752-726.000	\$ 228.18
26498	03/30/2010	NORTHWESTERN BANK-CARDMEMBEI	SUPPLIES - RECREATIONAL	208-752-726.040	\$ 80.33
26498	03/30/2010	NORTHWESTERN BANK-CARDMEMBEI	SUPPLIES - GENERAL	212-430-726.000	\$ 1,710.89
26498	03/30/2010	NORTHWESTERN BANK-CARDMEMBEI	SUPPLIES - GENERAL	261-427-726.000	\$ 1,270.80
26498	03/30/2010	NORTHWESTERN BANK-CARDMEMBEI	TRAVEL	281-537-930.500	\$ 196.88
26498	03/30/2010	NORTHWESTERN BANK-CARDMEMBEI	PROPERTY - IMPROVEMENTS	499-901-970.300	\$ 254.84
26498	03/30/2010	NORTHWESTERN BANK-CARDMEMBEI	REPAIRS AND MAINT SUPPLIES	588-699-726.050	\$ 129.17
26498	03/30/2010	NORTHWESTERN BANK-CARDMEMBEI	WEB HOSTING	618-447-920.431	\$ 30.00
26498	03/30/2010	NORTHWESTERN BANK-CARDMEMBEI	SUPPLIES - GENERAL	645-172-726.000	\$ 85.66
26498	03/30/2010	NORTHWESTERN BANK-CARDMEMBEI	TRAVEL	645-172-930.500	\$ 38.04
					\$ 6,195.88
26499	03/30/2010	NORTHWESTERN BANK-CARDMEMBEI	TRAVEL	101-141-930.500	\$ 300.19
26499	03/30/2010	NORTHWESTERN BANK-CARDMEMBEI	TRAVEL	215-141-930.500	\$ 52.97
26499	03/30/2010	NORTHWESTERN BANK-CARDMEMBEI	SUPPLIES - GENERAL	256-215-726.000	\$ 39.98
					\$ 393.14
26500	03/30/2010	OTSEGO COUNTY EMS	EDUCATION AND TRAINING	101-131-704.400	\$ 40.00
26500	03/30/2010	OTSEGO COUNTY EMS	EDUCATION AND TRAINING	101-141-704.400	\$ 17.00
26500	03/30/2010	OTSEGO COUNTY EMS	EDUCATION AND TRAINING	215-141-704.400	\$ 3.00
26500	03/30/2010	OTSEGO COUNTY EMS	MISC OTHER SERVICES	292-662-930.999	\$ 5.00
					\$ 65.00
26501	03/30/2010	OTSEGO MEMORIAL HOSPITAL	MED SERV	101-351-930.470	\$ 604.87
26502	03/30/2010	PITNEY BOWES INC	RENTAL - EQUIP/VEHICLES	101-131-920.520	\$ 675.00
26502	03/30/2010	PITNEY BOWES INC	RENTAL - EQUIP/VEHICLES	101-141-920.520	\$ 191.25
26502	03/30/2010	PITNEY BOWES INC	SERVICE CONTRACTS	101-267-920.410	\$ 225.00
26502	03/30/2010	PITNEY BOWES INC	SERVICE CONTRACTS	101-864-920.410	\$ 525.00
26502	03/30/2010	PITNEY BOWES INC	RENTAL - EQUIP/VEHICLES	215-141-920.520	\$ 33.75
					\$ 1,650.00
26503	03/30/2010	PITNEY BOWES, INC-SUPPLIES	SUPPLIES / INK & WICKS	249-371-726.000	\$ 57.47

Check #	Check Date	Payee	Description	GL #	Amount
26504	03/30/2010	RESTAT	JAIL PHARMACY FOR FEB 2010	101-351-726.035	\$ 4,338.63
26505	03/30/2010	RIVER CITY RENOVATIONS, INC	06-2009 FINAL 40% CONTRACT	233-690-940.010	\$ 8,554.00
26506	03/30/2010	STANDARD ELECTRIC COMPANY	REPAIRS AND MAINT SUPPLIES	637-265-726.050	\$ 782.00
26507	03/30/2010	T F MCGLYNN ELECTRICAL CONTRACT	PE#090339	249-371-801.026	\$ 211.00
26508	03/30/2010	TELEPHONE SUPPORT SYSTEMS INC	PHONE	281-537-940.010	\$ 100.00
26509	03/30/2010	TIMOTHY MCPHERSON	ADMIN. & EQUIP TXFR	101-332-801.020	\$ 758.80
26509	03/30/2010	TIMOTHY MCPHERSON	MILEAGE REIMB.	101-332-930.500	\$ 57.20
					\$ 816.00
26510	03/30/2010	UNIVERSITY CENTER AT GAYLORD	GED TEST FEE'S	595-351-726.000	\$ 225.00
26511	03/30/2010	VERIZON NORTH	517-300-7345 DISP.	588-699-930.210	\$ 61.48
26511	03/30/2010	VERIZON NORTH	TELEPHONE	637-265-930.210	\$ 950.64
					\$ 1,012.12
26512	03/30/2010	WAL MART	SUPPLIES	212-430-726.000	\$ 125.84
26513	03/30/2010	WILLIAM BLAND CUSTOM HOMES	10-2009 PROJECT COMPLETE	233-690-940.010	\$ 16,526.00
26514	03/30/2010	WINN TELECOM	TELEPHONE FEB 2010	212-430-930.210	\$ 120.79
26514	03/30/2010	WINN TELECOM	989-705-1786 MARCH	588-699-930.210	\$ 423.30
			TOTAL OF 76 CHECKS (1 voided)		\$ 544.09
					\$ 384,213.51

Fund

Amount

Total for fund 101 GENERAL FUND	\$ 74,481.41
Total for fund 205 WORK CAMP	\$ 470.31
Total for fund 208 PARKS AND RECREATION	\$ 7,708.95
Total for fund 212 ANIMAL CONTROL	\$ 3,041.31
Total for fund 214 M TEC	\$ 230,450.11
Total for fund 215 FRIEND OF THE COURT	\$ 89.72
Total for fund 233 HUD GRANT FUND	\$ 26,000.35
Total for fund 249 BUILDING INSPECTION FUND	\$ 1,843.47
Total for fund 256 REGISTER OF DEEDS AUTOMATION	\$ 39.98
Total for fund 261 911 SERVICE FUND	\$ 1,270.80
Total for fund 264 LCL CORRECTIONS OFFR TRAINING	\$ 300.00
Total for fund 281 AIRPORT	\$ 15,873.05
Total for fund 292 CHILD CARE FUND	\$ 9,694.52
Total for fund 293 SOLDIERS' RELIEF FUND	\$ 500.00
Total for fund 499 CAPITAL PROJECTS FUND	\$ 254.84
Total for fund 588 TRANSPORTATION FUND	\$ 823.98
Total for fund 595 JAIL COMMISSARY	\$ 325.00
Total for fund 618 GIS PROJECT AND AERIAL	\$ 30.00
Total for fund 637 BUILDING AND GROUNDS	\$ 8,125.06
Total for fund 645 ADMINISTRATIVE SERVICES	\$ 123.70
Total for fund 704 PAYROLL IMPREST FUND	\$ 2,766.95
TOTAL - ALL FUNDS	\$ 384,213.51

**COUNTY OF OTSEGO**  
**ACCOUNTS PAYABLE APRIL 6, 2010**

Check #	Check Date	Payee	Description	GL #	Amount
26515	04/06/2010	AFLAC #3010105	AFLAC	704-000-231.281	\$ 1,432.02
26516	04/06/2010	ALCHEMY MIND, LLC	JAIL PROGRAM	101-351-801.020	\$ 40.00
26516	04/06/2010	ALCHEMY MIND, LLC	CAMP PROGRAM	205-301-801.020	\$ 100.00
26516	04/06/2010	ALCHEMY MIND, LLC	JAIL	264-362-801.020	\$ 40.00
26516	04/06/2010	ALCHEMY MIND, LLC	JAIL	595-351-801.020	\$ 20.00
					\$ 200.00
26517	04/06/2010	AT&T MOBILITY	2/23/20 - 3/22/10 LEGEL'S CELL PH.	101-267-930.210	\$ 84.49
26518	04/06/2010	BANK OF NEW YORK	PAYING AGENT FEE	569-906-990.210	\$ 262.50
26519	04/06/2010	BRUCE TILLINGER	CONTRACTED PLUMBING & MECHANICAL INS	249-371-801.027	\$ 1,080.00
26520	04/06/2010	CENTURY TEL	ACCT# 300451601	261-427-930.210	\$ 43.55
26521	04/06/2010	CHARTER COMMUNICATIONS	INMATE CABLE	595-351-726.000	\$ 85.71
26522	04/06/2010	CITY OF GAYLORD	001254-0000-02 MARCH	588-699-920.200	\$ 76.10
26523	04/06/2010	EMPLOYERS MUTUAL CASUALTY CO	RESTITUTIONS PAYABLE	701-000-271.000	\$ 50.00
26524	04/06/2010	EREMAL L. REPP	CONTRACTED ELECTRICAL INSPECTOR	249-371-801.026	\$ 980.00
26525	04/06/2010	GASLIGHT MEDIA	UCMAN CONNECTIVITY	261-427-940.010	\$ 200.00
26526	04/06/2010	GBS INC	SUPPLIES - GENERAL	101-262-726.000	\$ 36.03
26527	04/06/2010	LAVERN W. SCHLAUD	CONTRACTED BUILDING INSPECTOR	249-371-801.024	\$ 515.00
26528	04/06/2010	MICHIGAN ASSOC OF REGISTER OF DE EDUCATION AND TRAINING		101-215-704.400	\$ 60.00
26529	04/06/2010	OTSEGO COUNTY TREAS	OTHER INCOME - OVER AND SHORT	516-030-694.000	\$ 1,127.62
26530	04/06/2010	OTSEGO COUNTY TREAS	OTHER INCOME - OVER AND SHORT	516-030-694.000	\$ 4,231.95

Check #	Check Date	Payee	Description	GL #	Amount
26531	04/06/2010	STATE OF MICHIGAN	PISTOL PERMITS	701-000-228.016	\$ 1,792.00
26532	04/06/2010	STATE OF MICHIGAN	CRIME VICTIM RIGHTS FUNDS	701-000-228.037	\$ 597.67
26532	04/06/2010	STATE OF MICHIGAN	STATE COURT FUND	701-000-228.042	\$ 300.00
26532	04/06/2010	STATE OF MICHIGAN	JUROR COMPENSATION REIMBURSE	701-000-228.057	\$ 175.00
26532	04/06/2010	STATE OF MICHIGAN	CIVIL FILING FEE FUND	701-000-228.058	\$ 3,468.25
26532	04/06/2010	STATE OF MICHIGAN	JUSTICE SYSTEM FUND	701-000-228.059	\$ 785.57
					\$ 5,326.49
26533	04/06/2010	STATE OF MICHIGAN	PROBATE COURT SHARED FEES	701-000-228.006	\$ 120.41
26533	04/06/2010	STATE OF MICHIGAN	CRIME VICTIM RIGHTS FUNDS	701-000-228.037	\$ 18.00
26533	04/06/2010	STATE OF MICHIGAN	STATE COURT FUND	701-000-228.042	\$ 205.00
26533	04/06/2010	STATE OF MICHIGAN	CIVIL FILING FEE FUND	701-000-228.058	\$ 1,076.00
26533	04/06/2010	STATE OF MICHIGAN	JUSTICE SYSTEM FUND	701-000-228.059	\$ 89.50
					\$ 1,508.91
26534	04/06/2010	STATE OF MICHIGAN	NOTARY EDUCATION & TRAINING	701-000-228.005	\$ 14.00
26535	04/06/2010	TITLE CHECK LLC	SERVICE CONTRACTS	516-253-920.410	\$ 2,530.00
26536	04/06/2010	U.S POSTAL SERVICE	POSTAGE INVENTORY	101-000-103.000	\$ 1,000.00
26537	04/06/2010	USA MOBILITY WIRELESS INC	ACCT# 0513733-6 INV# T0513733C	261-427-940.010	\$ 77.80
26538	04/06/2010	VERIZON NORTH	ACCT# 219000233119005400	261-427-930.210	\$ 383.14
26539	04/06/2010	WINN TELECOM	9897326108	261-427-930.210	\$ 61.98
			<b>TOTAL OF 25 CHECKS</b>		<b>\$ 23,159.29</b>

Fund	Amount
Total for fund 101 GENERAL FUND	\$ 1,220.52
Total for fund 205 WORK CAMP	\$ 100.00
Total for fund 249 BUILDING INSPECTION FUND	\$ 2,575.00
Total for fund 261 911 SERVICE FUND	\$ 766.47
Total for fund 264 LCL CORRECTIONS OFFR TRAINING	\$ 40.00
Total for fund 516 DELINQUENT TAX REVOLVING	\$ 7,889.57
Total for fund 569 DEBT SERVICE	\$ 262.50
Total for fund 588 TRANSPORTATION FUND	\$ 76.10
Total for fund 595 JAIL COMMISSARY	\$ 105.71
Total for fund 701 GENERAL AGENCY	\$ 8,691.40
Total for fund 704 PAYROLL IMPREST FUND	\$ 1,432.02
<b>TOTAL - ALL FUNDS</b>	<b>\$ 23,159.29</b>

COUNTY OF OTSEGO  
 ACCOUNTS PAYABLE APRIL 13, 2010

Check #	Check Date	Payee	Description	GL #	Amount
26540	04/13/2010	87- A DISTRICT	SERVICE CHARGES	101-131-930.150	\$ 466.92
26541	04/13/2010	87-A DISTRICT COURT- IMPREST CASH JUROR SERVICES		101-145-930.930	\$ 370.20
26542	04/13/2010	ANDERSON, TACKMAN & CO. PLC	101883 AUDIT	588-699-940.010	\$ 5,200.00
26543	04/13/2010	ARROW UNIFORM RENTAL	09-695497 MATS	588-699-940.010	\$ 65.89
26544	04/13/2010	AUTO VALUE - GAYLORD	183-171703; 183-171728 STOCK	588-699-726.050	\$ 178.02
26545	04/13/2010	AWI SALES	2 MI FLAGS	101-681-726.005	\$ 36.00
26546	04/13/2010	BENJAMIN TARBUTTON	BUILT 2 RECYCLE CONTAINERS FOR PARK	208-752-940.010	\$ 200.00
26547	04/13/2010	BOB BARKER COMPANY INC	JAIL SUPPLIES	101-351-726.000	\$ 31.31
26548	04/13/2010	CASE CREDIT- CNH CAPITAL	41484	588-699-726.050	\$ 418.31
26549	04/13/2010	CDM MOBILE SHREDDING, LLC	SUPPLIES - GENERAL	101-101-726.000	\$ 22.50
26549	04/13/2010	CDM MOBILE SHREDDING, LLC	ON SITE SHREDDING	101-267-920.410	\$ 45.00
26549	04/13/2010	CDM MOBILE SHREDDING, LLC	OUTSIDE CONTRACTED SERVICES	101-301-940.010	\$ 55.00
					\$ 122.50
26550	04/13/2010	CHERRY LAN SYSTEMS INC	SERVICE CONTRACTS	101-215-920.410	\$ 547.80
26550	04/13/2010	CHERRY LAN SYSTEMS INC	SERVICE CONTRACTS	256-215-920.410	\$ 1,643.40
					\$ 2,191.20
26551	04/13/2010	CHOICE PUBLICATIONS	23025 ADVERTISE RESTROOM BIDS	208-751-930.300	\$ 179.20
26552	04/13/2010	CHRISTINE ROSS	RESTITUTIONS PAYABLE	701-000-271.000	\$ 197.31
26553	04/13/2010	CHRISTOPHER YOUNG	RESTITUTIONS PAYABLE	701-000-271.000	\$ 120.00
26554	04/13/2010	CMP DISTRIBUTORS	UNIFORM BDU'S F/SINGER	101-302-726.046	\$ 89.98
26555	04/13/2010	CONTINENTAL RENTAL	RESTITUTIONS PAYABLE	701-000-271.000	\$ 100.00

Check #	Check Date	Payee	Description	GL #	Amount
26556	04/13/2010	CURTISS REPORTING CORP	TECHNICAL SVCS	101-131-801.030	\$ 626.35
26557	04/13/2010	DAVID R. GERSCH P26091	PROBATE ATTORNEY FEES	101-131-801.022	\$ 75.00
26558	04/13/2010	DELL MARKETING	DELL MONITOR & STAND FOR VIC. ADVOCA	101-267-930.983	\$ 259.00
26559	04/13/2010	DEPENDABLE CONCRETE	RESTITUTIONS PAYABLE	701-000-271.000	\$ 10.00
26560	04/13/2010	DERMATEC DIRECT	CAMP GLOVES/SAFETY	205-301-726.000	\$ 125.00
26561	04/13/2010	DUNNS	SUPPLIES INVENTORY	101-000-106.000	\$ 221.40
26561	04/13/2010	DUNNS	SUPPLIES - GENERAL	101-131-726.000	\$ 127.49
26561	04/13/2010	DUNNS	SUPPLIES - GENERAL	101-141-726.000	\$ 116.81
26561	04/13/2010	DUNNS	SUPPLIES - GENERAL	101-215-726.000	\$ 134.04
26561	04/13/2010	DUNNS	CLIPS/ENV/TAPE-SHERIFF PORTION	101-301-726.000	\$ 20.91
26561	04/13/2010	DUNNS	CLIPS/ENV/TAPE-CIVIL DIV PORTION	101-351-726.000	\$ 19.34
26561	04/13/2010	DUNNS	SUPPLIES - GENERAL	215-141-726.000	\$ 20.61
26561	04/13/2010	DUNNS	SUPPLIES - GENERAL	256-215-726.000	\$ 409.39
26561	04/13/2010	DUNNS	6730150 DRY-LINE, TABS, PENS	588-699-726.000	\$ 81.40
26561	04/13/2010	DUNNS	6734570 MOPS	588-699-726.025	\$ 101.31
					\$ 1,252.70
26562	04/13/2010	EAGLE ENTERPRISES	RESTITUTIONS PAYABLE	701-000-271.000	\$ 5.01
26563	04/13/2010	EMPLOYERS MUTUAL CASUALTY CO	RESTITUTIONS PAYABLE	701-000-271.000	\$ 50.00
26564	04/13/2010	EUGENE WOOD	RESTITUTIONS PAYABLE	701-000-271.000	\$ 25.00
26565	04/13/2010	FARM BUREAU INSURANC	RESTITUTIONS PAYABLE	701-000-271.000	\$ 120.00
26566	04/13/2010	FRED & SHIRLEY ROSS	RESTITUTIONS PAYABLE	701-000-271.000	\$ 10.00
26567	04/13/2010	FRELA HARDACRE	RESTITUTIONS PAYABLE	701-000-271.000	\$ 48.00
26568	04/13/2010	GAYLORD FORD	VEH#697 TIRE ROTATION	101-301-726.050	\$ 235.35
26569	04/13/2010	GERALD VARY II	PLATTE WITNESS	101-267-930.941	\$ 21.90

Check #	Check Date	Payee	Description	GL #	Amount
26570	04/13/2010	GIL-ROYS HARDWARE	LOCKS	205-301-726.000	\$ 81.11
26571	04/13/2010	GORDON FOOD SERVICES	JAIL SUPPLIES	101-351-726.025	\$ 251.90
26571	04/13/2010	GORDON FOOD SERVICES	KIT. SUPPLIES	101-351-726.030	\$ 117.38
26571	04/13/2010	GORDON FOOD SERVICES	GROCERY	101-351-930.700	\$ 1,916.15
26571	04/13/2010	GORDON FOOD SERVICES	CAMP SUPPLIES	205-301-726.000	\$ 35.47
					\$ 2,320.90
26572	04/13/2010	GREAT LAKES ENERGY	RESTITUTIONS PAYABLE	701-000-271.000	\$ 32.00
26573	04/13/2010	IMAGE FACTORY INC	SUPPLIES - GENERAL	101-131-726.000	\$ 833.50
26573	04/13/2010	IMAGE FACTORY INC	BUSINESS CARDS/SGT WINKEL	101-301-726.000	\$ 90.00
					\$ 923.50
26574	04/13/2010	IMPREST CASH, OTSEGO COUNTY SHE	NEW BATTERY/REQUIRED NEW PHONE	101-301-930.210	\$ 79.48
26574	04/13/2010	IMPREST CASH, OTSEGO COUNTY SHE	EMPL MEALS/INMATE TRANSPORTS	101-301-930.500	\$ 95.00
26574	04/13/2010	IMPREST CASH, OTSEGO COUNTY SHE	1 CENT STAMPS FOR CIVIL DIVISION	101-302-930.450	\$ 0.40
26574	04/13/2010	IMPREST CASH, OTSEGO COUNTY SHE	EMPL MEALS/IN-SERV TRAINING	101-320-704.400	\$ 36.00
26574	04/13/2010	IMPREST CASH, OTSEGO COUNTY SHE	INMATE MEAL/TRNSPT FORENSIC CTR	101-351-930.700	\$ 9.84
26574	04/13/2010	IMPREST CASH, OTSEGO COUNTY SHE	PARTS-HAZRD LIGHTS WORK CAMP VAN	205-301-726.050	\$ 4.88
26574	04/13/2010	IMPREST CASH, OTSEGO COUNTY SHE	17 CENT STAMPS-INMATE POSTAGE O/10Z	595-351-726.000	\$ 6.80
					\$ 232.40
26575	04/13/2010	JIM WERNIG INC	24469 #21; #24	588-699-726.050	\$ 69.83
26575	04/13/2010	JIM WERNIG INC	RESTITUTIONS PAYABLE	701-000-271.000	\$ 50.00
					\$ 119.83
26576	04/13/2010	JIMS ALPINE AUTOMOTIVE	PLASTIC WELD	205-301-726.050	\$ 244.02
26576	04/13/2010	JIMS ALPINE AUTOMOTIVE	526054 STOCK	588-699-726.050	\$ 413.54
					\$ 657.56
26577	04/13/2010	JUSTIN WRIGHT	1/2 DAY WITN. FOR PLATTE TRIAL	101-267-930.941	\$ 7.50
26578	04/13/2010	KENMAR	JAIL FILE JACKETS	101-351-726.000	\$ 150.00
26579	04/13/2010	KMART	JAIL SUPPLIES	101-351-726.000	\$ 289.72
26579	04/13/2010	KMART	RESTITUTIONS PAYABLE	701-000-271.000	\$ 243.34
					\$ 533.06

Check #	Check Date	Payee	Description	GL #	Amount
26580	04/13/2010	KMART	VACUUM FILTERS/GEL PENS	101-301-726.000	\$ 70.72
26580	04/13/2010	KMART	GEL PENS/9V BATTERIES	101-302-726.000	\$ 12.78
26580	04/13/2010	KMART	SHOWER CURTAIN LINERS	101-351-726.015	\$ 35.94
26580	04/13/2010	KMART	BAND-AIDS/BANDAGE STRIPS	101-351-726.035	\$ 16.45
26580	04/13/2010	KMART	TV REMOTE CONTROLS (6)	595-351-726.000	\$ 29.94
					\$ 165.83
26581	04/13/2010	MACVC	4/27-30 VETERAN CONFERENCE FEE	101-682-704.400	\$ 35.00
26582	04/13/2010	MAXIMUM SECURITY	APR - JUN ALARM MONITORING	101-267-920.410	\$ 89.85
26583	04/13/2010	MEDTOX	JAIL DRUG TESTS	101-351-726.035	\$ 209.55
26584	04/13/2010	MICHIGAN PATHOLOGY SPECIALISTS	AUTOPSIES	101-648-930.920	\$ 1,313.25
26585	04/13/2010	MID NORTH PRINTING INC	9 X 12 ENVELOPES - CPL PACKETS	101-301-726.000	\$ 79.90
26586	04/13/2010	MID STATES BOLT & SCREW CO	3417836 SHOP SUPPLIES	588-699-726.050	\$ 9.12
26587	04/13/2010	MPJRA	MEMBERSHIP AND DUES	101-131-930.600	\$ 75.00
26588	04/13/2010	MSU EXTENSION	SUPPLIES - GENERAL	101-261-726.000	\$ 77.28
26588	04/13/2010	MSU EXTENSION	SERVICE CONTRACTS	101-864-920.410	\$ 788.89
					\$ 866.17
26589	04/13/2010	MUFFLER MAN OF MICHIGAN	REPLCED MUFFLER VEH#6911/CIVIL DIV	101-302-726.050	\$ 60.78
26589	04/13/2010	MUFFLER MAN OF MICHIGAN	REPLCED MUFFLER VEH#6911/MARINE	101-331-726.050	\$ 60.77
					\$ 121.55
26590	04/13/2010	NELSONS FUNERAL HOME	RENTAL - MORGUE	101-648-920.530	\$ 500.00
26591	04/13/2010	NORTHERN MI FAMILY SUPPORT COU	EDUCATION AND TRAINING	101-141-704.400	\$ 34.00
26591	04/13/2010	NORTHERN MI FAMILY SUPPORT COU	EDUCATION AND TRAINING	215-141-704.400	\$ 6.00
					\$ 40.00
26592	04/13/2010	NORTHWEST MICHIGAN COMMUNITY	DENTAL SERV	101-351-930.470	\$ 1,808.00
26593	04/13/2010	NYE UNIFORM COMPANY	BROWN/GOLD SGT STRIPES + SHIPPING	101-301-726.046	\$ 39.00

Check #	Check Date	Payee	Description	GL #	Amount
26594	04/13/2010	OFFICE DEPOT INC	RECEIPT BOOKS	645-172-726.000	\$ 54.93
26595	04/13/2010	ORKIN PEST CONTROL	JAIL PEST CONTROL	101-351-920.400	\$ 840.96
26596	04/13/2010	OTSEGO CLUB & RESORT	RESTITUTIONS PAYABLE	701-000-271.000	\$ 10.00
26597	04/13/2010	OTSEGO COUNTY	OFFICE SUPPLIES-DUNNS	101-261-726.000	\$ 105.04
26598	04/13/2010	OTSEGO COUNTY	W/O#6378 FRNT TIRES/R-F CNTRL ARM	101-301-726.050	\$ 220.10
26598	04/13/2010	OTSEGO COUNTY	W/O#6378 (SPLIT W/301)	101-302-726.050	\$ 220.10
26599	04/13/2010	OTSEGO COUNTY EMS	EDUCATION AND TRAINING	101-131-704.400	\$ 50.00
26599	04/13/2010	OTSEGO COUNTY EMS	EDUCATION AND TRAINING	101-141-704.400	\$ 8.50
26599	04/13/2010	OTSEGO COUNTY EMS	AMBULANCE TRANS	101-351-930.470	\$ 981.90
26599	04/13/2010	OTSEGO COUNTY EMS	EDUCATION AND TRAINING	215-141-704.400	\$ 1.50
26599	04/13/2010	OTSEGO COUNTY EMS	MISC OTHER SERVICES	292-662-930.999	\$ 5.00
					\$ 1,046.90
26600	04/13/2010	OTSEGO MEMORIAL HOSPITAL	AUTOPSIES	101-648-930.920	\$ 348.00
26601	04/13/2010	OTSEGO MEMORIAL-LAB	AUTOPSIES	101-648-930.920	\$ 371.00
26602	04/13/2010	PROGRESSIVE INSURANCE COMPANY	RESTITUTIONS PAYABLE	701-000-271.000	\$ 190.00
26603	04/13/2010	RESTAT	INMATE PHARMACY THRU 3/15	101-351-726.035	\$ 1,811.77
26604	04/13/2010	RON OROURKE	RESTITUTIONS PAYABLE	701-000-271.000	\$ 50.00
26605	04/13/2010	RON WRECKER	106020 BUS #26	588-699-940.010	\$ 140.00
26606	04/13/2010	SABRINA TOMASSINI	RESTITUTIONS PAYABLE	701-000-271.000	\$ 60.00
26607	04/13/2010	SANE	RESTITUTIONS PAYABLE	701-000-271.000	\$ 85.00
26608	04/13/2010	SEARS	RESTITUTIONS PAYABLE	701-000-271.000	\$ 100.00

Check #	Check Date	Payee	Description	GL #	Amount
26609	04/13/2010	SIRCHIE FINGER PRINT LAB	BIOHAZARD BAGS/SHERIFF PORTION	101-301-726.000	\$ 44.29
26609	04/13/2010	SIRCHIE FINGER PRINT LAB	BIOHAZARD BAGS/CIVIL DIV PORTION	101-351-726.000	\$ 44.30
					\$ 88.59
26610	04/13/2010	SPARTAN STORES LLC	GROCERY	101-351-930.700	\$ 224.82
26611	04/13/2010	STEVEN BAUER	RESTITUTIONS PAYABLE	701-000-271.000	\$ 25.00
26612	04/13/2010	SUZANNE PATTON	RESTITUTIONS PAYABLE	701-000-271.000	\$ 75.00
26613	04/13/2010	SYSCO - GRAND RAPIDS	KIT. SUPPLIES	101-351-726.025	\$ 41.04
26613	04/13/2010	SYSCO - GRAND RAPIDS	JAIL SUPPLIES	101-351-726.030	\$ 299.82
26613	04/13/2010	SYSCO - GRAND RAPIDS	GROCERY	101-351-930.700	\$ 1,996.12
					\$ 2,336.98
26614	04/13/2010	TELEPHONE SUPPORT SYSTEMS INC	REPAIRS AND MAINTENANCE SVCS	101-131-920.400	\$ 81.00
26615	04/13/2010	THOMAS J PUDVAN	PROFESSIONAL	101-648-801.020	\$ 1,217.00
26615	04/13/2010	THOMAS J PUDVAN	TELEPHONE	101-648-930.210	\$ 20.00
					\$ 1,237.00
26616	04/13/2010	THOMAS WALLER	RESTITUTIONS PAYABLE	701-000-271.000	\$ 12.50
26617	04/13/2010	TIFFANY WRIGHT	WITN FEE, MILEAGE, MEALS	101-267-930.941	\$ 145.78
26618	04/13/2010	TIMOTHY HORD, DDS	RESTITUTIONS PAYABLE	701-000-271.000	\$ 100.00
26619	04/13/2010	U.S. POST OFFICE	RESTITUTIONS PAYABLE	701-000-271.000	\$ 25.00
26620	04/13/2010	UNIVERSITY CENTER AT GAYLORD	GED INTAKE	205-301-704.400-PL	\$ 50.00
26621	04/13/2010	VANDERBILT FIRE DEPARTMENT	RESTITUTIONS PAYABLE	701-000-271.000	\$ 221.11
26622	04/13/2010	VERISIGN, INC	PROPERTY - SOFTWARE	101-131-970.450	\$ 695.00
26623	04/13/2010	VERIZON WIRELESS	CELL PHONE BILL	208-752-930.210	\$ 150.03
26624	04/13/2010	WALMART	RESTITUTIONS PAYABLE	701-000-271.000	\$ 64.99

Check #	Check Date	Payee	Description	GL #	Amount
26625	04/13/2010	WATERS GARAGE & EQUIPMENT LLC	FORD AND DODGE CAMP VAN REPAIR	205-301-920.400	\$ 416.27
			<b>TOTAL OF 86 CHECKS</b>		<b>\$ 34,843.10</b>

Fund	Amount
Total for fund 101 GENERAL FUND	\$ 22,472.87
Total for fund 205 WORK CAMP	\$ 956.75
Total for fund 208 PARKS AND RECREATION	\$ 529.23
Total for fund 215 FRIEND OF THE COURT	\$ 28.11
Total for fund 256 REGISTER OF DEEDS AUTOMATION	\$ 2,052.79
Total for fund 292 CHILD CARE FUND	\$ 5.00
Total for fund 588 TRANSPORTATION FUND	\$ 6,677.42
Total for fund 595 JAIL COMMISSARY	\$ 36.74
Total for fund 645 ADMINISTRATIVE SERVICES	\$ 54.93
Total for fund 701 GENERAL AGENCY	\$ 2,029.26
<b>TOTAL - ALL FUNDS</b>	<b>\$ 34,843.10</b>

**OCR 10-14**  
**Support for Wolverine Clean Energy Venture Permit**

Otsego County Board of Commissioners  
April 13, 2010

**WHEREAS**, Wolverine Power Cooperative is a non-profit company that distributes electricity to its six-member/owner power co-ops in Michigan; and

**WHEREAS**, Wolverine currently purchases the bulk of its power from DTE and resells it to its member companies, who in turn resell it to customers who often live in rural parts of Michigan; and

**WHEREAS**, Wolverine's supply contract expires in 2012 and is not assured of a cost effective source of power after the contract expiration; and

**WHEREAS**, Wolverine submitted a permit application in 2007, under the project name of Wolverine Clean Energy Venture, to construct a 600-megawatt clean-coal power plant in Rogers City, Michigan at the site of a 100 year-old limestone quarry which will provide the material that will allow the plant to exceed all current emission standards; and

**WHEREAS**, the Air Quality Division of the Michigan Department of Natural Resources and Environment (MDNRE) has yet to issue the Permit to Install; and

**WHEREAS**, Northeast Michigan has historically experienced extremely high rates of unemployment and underemployment; and

**WHEREAS**, the Wolverine project would create 100 permanent full-time jobs at the power plant, 325 jobs in support businesses, and 1,500 construction jobs during the five-year construction period; and

**WHEREAS**, Wolverine, in partnership with Dow Chemical, Hitachi, Western Michigan University, and Core Energy applied for and received a \$2.5 million Federal grant to develop the engineering for carbon sequestration technology; and

**WHEREAS**, there is now an additional \$150 million grant available for the actual construction of the carbon capture facility; and

**WHEREAS**, the deadline for applying for the grant is April 15, 2010; now, therefore, be it

**RESOLVED**, that the Otsego County Board of Commissioners encourages the MDNRE to approve the Wolverine Clean Energy Venture application and issue the Permit to Install by March 31, 2010; and be it further

**RESOLVED**, that copies of this resolution be forwarded to Governor Jennifer Granholm, Senator Tony Stamas, Representative Kevin Elsenheimer, and the Director of the Michigan Department of Natural Resources and Environment, for their consideration.

New Business. C. Otsego Lake County Park Bathroom Remodel Project

The Otsego County Parks and Recreation Department received bids on Thursday, April 8, 2010 for the renovation of the bathroom facilities at the Otsego Lake County Park.

Option 1 is for the installation a drinking fountain.

Todd Seidell, the architect on the project, is reviewing the proposals to see whether they meet bid specifications. The motion to be considered by the Commissioners is to proceed with the lowest qualified bidder.

<u>Company</u>	<u>Location</u>	<u>Base Bid</u>	<u>Option 1</u>	<u>Total Cost</u>
Burdco	Gaylord, MI	\$56,200.00	\$2,844.00	\$59,044.00
CCI Construction	Hemlock, MI	\$86,800.00	\$3,300.00	\$90,100.00
CMA Construction	Shelby Twp, MI	No breakdown	No breakdown	\$94,900.00
Jeff Proux	Gaylord, MI	No breakdown	No breakdown	\$69,900.96
Olsen Construction	Gaylord, MI	\$59,880.99	\$3,759.00	\$63,639.99
Siwecki Construction	Gaylord, MI	\$59,800	\$3,660	\$63,460.00
Williams Construction	Vanderbilt, MI	No breakdown	No breakdown	\$80,000.00

**Low Bidder: Burdco**

New Business. D. Digital Orthophotography Flight

This is a collaborative effort between Otsego County, the Otsego County Road Commission, and the City of Gaylord.

The Base Bid is for 1' pixel size orthophotography of the entire County.

Option 1 is to have 6" pixel size orthophotography for the City of Gaylord.

Option 2 is to have 6" pixel size orthophotography for the Village of Vanderbilt, Johannesburg area, Waters area, and Elmira area.

<u>Company</u>	<u>Location</u>	<u>Base Bid</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Total Cost</u>
Aerocon	Sunfield, MI	\$29,840.00	\$5,870.00	\$3,850.00	\$39,560.00
Ayres	Madison, WI	\$58,550.00	\$19,485.00	\$13,110.00	\$91,145.00
Earth Mapping International	Lawrenceville, GA	\$41,750.00	\$11,600.00	Did not bid	\$53,350.00
Sanborn	Colorado Springs, CO	\$26,551.00	\$5,267.00	\$5,417.00	\$37,235.00
Williams Aerial & Mapping	South Bend, IN	\$23,555.00	\$7,889.00	\$7,320.00	\$38,764.00

**Low Bidder: Sanborn**