

January 27, 2009

The Regular meeting of the Otsego County Board of Commissioners was held in the Multi-Purpose Room of the J. Richard Yuill Alpine Center. The meeting was called to order at 9:30 a.m. by Chairman Glasser. Invocation by Commissioner Bates, followed by the Pledge of Allegiance led by Commissioner Brown.

Roll call:

Present: Backenstose, Bates, Beachnau, Brown, Glasser, Hyde, Johnson, Liss.

Excused: Harkness.

The regular minutes of January 13, 2009, with attachments were approved as corrected. The minutes were corrected to read, Motion by Commissioner Bates, to purchase the 4th edition of the Guide to County Government by Kenneth VerBurg for each Commissioner.

The agenda was amended to remove item 7) Purchasing Policy update and add it under new business as item E); under special presentations add item B) Joe Ferrigan, and item C) Ice drags at the Airport.

Consent Agenda:

Motion to approve FY 2009 Software Fund (402) Budget Amendment as presented. Motion approved via unanimous consent. (see attached)

Motion to approve FY 2009 Software Fund (402) Budget Amendment as presented. Motion approved via unanimous consent. (see attached)

Motion to approve FY 2009 Fund (245, 402, 516) Budget Amendment as presented. Motion approved via unanimous consent. (see attached)

Motion to approve FY 2009 Fund (402/499) Budget Amendment as presented. Motion approved via unanimous consent. (see attached)

Motion to approve FY 2009 Airport Budget Amendment as presented. Motion approved via unanimous consent. (see attached)

Motion to approve FY 2008 Year End Budget Amendment as presented. Motion approved via unanimous consent. (see attached)

Motion to approve the appointment of Don Huff to the Parks and Recreation with the term to expire December 31, 2011. Motion approved via unanimous consent.

Motion to approve the Otsego Lake Township Zoning Agreement as presented. Motion approved via unanimous consent. (see attached)

Motion to approve the Mechanical & Plumbing Inspection Agreement as presented. Motion approved via unanimous consent. (see attached)

Administrator's Report:

John Burt reported on the County Website; Open space meeting; Commission on Aging ballot language for the August election.

Special Presentations:

Monica Payton from the U.S. Post Service addressed the concerns of mail delivery.

Joe Ferrigan addressed Ordinance 09-01 and 09-02 Zoning changes for Dunham and Alpine Roads.

Ice Drags that are to be held at the County Airport was discussed.

Motion by Commissioner Brown, to allow sale of beer and wine on the Airport property February 13, 14 & 15th during the race. Liquor Insurance to be required and name Otsego County as additional insured subject to MMRMA guidelines. Ayes: Bates, Beachnau, Brown, Glasser, Johnson. Nays: Liss, Hyde, Backenstose. Excused: Harkness. Motion carried.

Motion by Commissioner Beachnau, to approve Resolution OCR-09-01 OCBRA Loan Resolution and MDEQ Agreement, and the Brownfield Development and Reimbursement Agreement as presented.

Roll Call Vote:

Ayes: Backenstose, Bates, Beachnau, Brown, Glasser, Hyde, Johnson, Liss.

Nays: None.

Excused: Harkness.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Bates, to approve the Memo of Understanding between NEMCSA and the Otsego County Housing Committee. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Johnson, to establish a future planning Ad Hoc Committee with membership to be decided by the Chairman of the Board of Commissioners. Ayes: Unanimous. Motion carried. Formal appointment of the Committee members will be held at the February 12, 2009 Board meeting.

Motion by Commissioner Johnson, to set the horse adoption fee to be equal to the total of any veterinarian fees incurred pertaining to the horse during its stay. Ayes: Unanimous. Motion carried.

Motion by Commissioner Backenstose, to move the Board of Commissioner meetings to Room 100 of the Courthouse as soon as renovations are completed. Ayes: Unanimous. Motion carried.

Correspondence:

Chairman Glasser received a letter from the DNR; Letter regarding the Bagley Township meeting.

Wayne Tyler commented on the Post office.

New Business:

Motion by Commissioner Brown, to approve the January 20, 2009 Warrant in the amount of \$273,656.07 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Beachnau, to approve the January 27, 2009 Warrant in the amount of \$418,019.49 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Liss, to approve County Ordinance 09-01 Zoning Change on Dunham Road.

Roll Call Vote:

Ayes: Backenstose, Bates, Beachnau, Brown, Glasser, Hyde, Johnson, Liss,

Nays: None.

Excused: Harkness. (see attached)

Motion by Commissioner Hyde, to approve County Ordinance 09-02 Zoning Change on Alpine Road.

Roll Call Vote:

Ayes: Backenstose, Bates, Beachnau, Brown, Glasser, Hyde, Johnson, Liss.

Nays: None.

Excused: Harkness. (see attached)

Chairman Glasser appointed Doug Johnson and Bruce Brown to the Health Department.

Motion by Commissioner Liss, to amend the purchasing policy procedure 2.18 d) adding the language with the exception of Workers Compensation and Employers' Liability insurance. Vote on amendment-Unanimous. Vote on amended motion-Unanimous. Motion carried. (see attached)

Chairman Glasser appointed Bruce Brown and Doug Johnson to the Parks and Recreation dredging Committee.

Board Remarks:

Commissioner Bates: City Council meeting.

Commissioner Johnson: ORV Meeting attended.

Commissioner Liss: Mental Health Committee.
 Transportation Committee.

Commissioner Beachnau: Annual Chambers Awards Luncheon at Treetops.
 City Council meeting.

Commissioner Hyde: Conservation District meeting.

Commissioner Hyde appointed to the Huron Pines.

Commissioner Backenstose: Townships special assessment on Roads.

Chairman Glasser: Road Commission.
 Attended ORV meeting.

Meeting adjourned at 11:40 a.m. at the call of the Chair.

Kenneth R. Glasser, Chairman

Susan I. DeFeyter, County Clerk



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Computer Software 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 Airport Computer Network project

Account Number	Decrease	Increase
402.050-400.001 - Budgeted Use	\$	\$ 4,000
- - of Fund	\$	\$
- - Bal.	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
402.901 - 970.440 - Property - Computer	\$ 4,000	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

Rachel Frisch
Department Head Signature

1.22.09
Date

Finance Department
Entered:
By:

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Computer Software 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 Battery Backup Purchase

Account Number	Decrease	Increase
402.050-400.001 - Budgeted Use	\$	\$ 1,300
- - of Fund Bal	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
402.901-970.440-Property-Computer	\$ 1,300	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

Rachel Frisch

Department Head Signature

1-22-08

Date

Finance Department
Entered:
By:

Administrator's Signature

Date

Board Approval Date (If necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Jail Study 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 To eliminate loan to Jail Study Fund from Public Imp. Fund

Account Number	Decrease	Increase
498.050-699.030 - Transfers In	\$	\$ 50,000
516.050-400.001 - Budgeted Use of Fund Bal	\$	\$ 50,000
- - -	\$	\$
245.050 - 699.030 - Transfers In	\$	\$ 50,000
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
498.941 - 999.990 - Contrib to fund bal.	\$ 50,000	\$
- - -	\$	\$
245.999 - 999.000 - Transfer Out	\$ 50,000	\$
516.941 - 999.000 - " "	\$ 50,000	\$
- - -	\$	\$
- - -	\$	\$
Total	\$	\$

Rachel Frisch
Department Head Signature

1.22.09
Date

Finance Department	
Entered:	
By:	

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

** Cash ts + elim. DF/DF
Delg. Tx + Pub Imp. Jail Study + Pub Imp.*



**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 adjustments to the budget.

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

REVENUE Property purchase

Account Number	Decrease	Increase
499.050-699.030 - Transfer In	\$	\$ 30,000
402.050-400.001 - Budgeted Use	\$	\$ 30,000
- - of fund Bal	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
499.901-970.300 - Property + Impvs.	\$ 30,000	\$
402.999-999.000 - Transfer Out	\$ 30,000	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

Rachel Frisch
Department Head Signature

1.22.09
Date

Finance Department	
Entered:	
By:	

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: Airport

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 To reflect change in Director's salary. 2009

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

EXPENDITURE

Account Number	Increase	Decrease
281-537 - 703.010 - Dept. Hd. wages	\$	\$ 6,714
" - 704.110 - hospitalization	\$	\$ 5,268
" - 704.200 - payroll txs	\$	\$ 463
" - 704.300 - retirement	\$	\$ 1,278
" - 726.000 - supplies	\$ 13,723	\$
-	\$	\$
Total	\$ 13,723	\$ 13,723

Rachel Frisch
Department Head Signature

1.12.09
Date

Finance Department
Entered:
By:

[Signature]
Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

2008 YEAR-END PROPOSED BUDGET AMENDMENT

Prepared by Rachel Frisch, 1/13/09

<<note - not all accounts are listed; only those that required a budget amendment at year-end>>

GENERAL FUND

ACCOUNT	DESCRIPTION	PROJECT	2008 AMENDED BUDGET	YEAR-TO-DATE THRU 12/31/08	AVAILABLE BALANCE	PROPOSED AMENDMENT
Dept 101: COMMISSIONERS						
703.040	PER DIEM		22,557.00	25,535.00	(2,978.00)	2,978.00
704.110	HOSPITALIZATION		31,501.00	24,541.58	6,959.42	(4,404.00)
704.200	SOCIAL SEC CONTRIBUTIONS		7,001.00	7,413.52	(412.52)	413.00
704.301	POST EMPPLMT HLTH CARE SAVINGS		0.00	960.00	(960.00)	960.00
704.700	PAYMENTS IN LIEU OF INSURANCE		8,000.00	8,028.00	(28.00)	28.00
930.450	SHIPPING AND MAILING		400.00	402.73	(2.73)	25.00
						0.00
Dept 215: COUNTY CLERK/ROD						
703.010	REG EMP - DEPT DIR/COMM		49,129.00	49,133.87	(4.87)	5.00
703.030	REGULAR - HOURLY		126,774.00	128,453.44	(1,679.44)	1,680.00
704.110	HOSPITALIZATION		63,798.00	59,624.85	4,173.15	(2,473.00)
704.300	RETIREMENT CONTRIBUTIONS		24,442.00	24,989.05	(547.05)	548.00
704.301	POST EMPPLMT HLTH CARE SAVINGS		0.00	240.00	(240.00)	240.00
						0.00
Dept 228: INFORMATION TECHNOLOGY						
726.000	SUPPLIES - GENERAL		1,025.00	1,130.87	(105.87)	106.00
726.300	SOFTWARE UPGRADES		1,900.00	5,877.58	(3,977.58)	3,978.00
801.020	PROFESSIONAL		10,000.00	8,669.15	1,330.85	
801.030	TECHNICAL SVCS		22,887.00	21,340.00	1,547.00	(886.00)
920.400	REPAIRS AND MAINTENANCE SVCS		13,100.00	13,160.30	(60.30)	61.00
920.410	SERVICE CONTRACTS		29,825.00	26,565.05	3,259.95	(3,259.00)
						0.00

ACCOUNT	DESCRIPTION	PROJECT	AMENDED BUDGET	YEAR-TO-DATE THRU 12/31/08	AVAILABLE BALANCE	PROPOSED AMENDMENT
Dept 253: TREASURER						
101.025	664.010 INTEREST EARNINGS					(1,779.00)
703.010	REG EMP - DEPT DIR/COMM		49,129.00	49,133.87	(4.87)	5.00
703.030	REGULAR - HOURLY		26,602.00	26,737.38	(135.38)	136.00
703.050	LONGEVITY		0.00	140.00	(140.00)	140.00
704.110	HOSPITALIZATION		27,920.00	20,464.10	7,455.90	(7,455.00)
704.300	RETIREMENT CONTRIBUTIONS		12,291.00	12,349.61	(58.61)	59.00
704.800	SICK PAY BUY OUT		744.00	0.00	744.00	(744.00)
930.150	SERVICE CHARGES		2,000.00	11,637.85	(9,637.85)	9,638.00
Dept 257: EQUALIZATION						
703.010	REG EMP - DEPT DIR/COMM		63,111.00	63,113.06	(2.06)	3.00
704.110	HOSPITALIZATION		36,221.00	35,479.32	741.68	(3.00)
Dept 261: COOPERATIVE EXTENSION						
703.060	PART-TIME/TEMPORARY		5,107.00	5,541.02	(434.02)	435.00
704.200	SOCIAL SEC CONTRIBUTIONS		391.00	421.17	(30.17)	31.00
704.500	UNEMPLOYMENT COMPENSATION		80.00	168.57	(88.57)	89.00
704.600	WORKERS COMPENSATION		0.00	18.47	(18.47)	19.00
704.800	SICK PAY BUY OUT		141.00	0.00	141.00	(141.00)
726.000	SUPPLIES - GENERAL		2,741.02	1,899.53	841.49	(433.00)
801.030	TECHNICAL SVCS		1,085.98	22,491.80	(21,405.82)	21,406.00
801.030	TECHNICAL SVCS	4H	21,660.00	254.18	21,405.82	(21,406.00)
Dept 267: PROSECUTOR						
703.010	REG EMP - DEPT DIR/COMM		87,019.00	87,020.07	(1.07)	2.00
704.110	HOSPITALIZATION		73,711.00	61,718.95	11,992.05	(2,805.00)
704.300	RETIREMENT CONTRIBUTIONS		48,115.00	48,357.62	(242.62)	243.00
704.301	POST EMPLMT HLTH CARE SAVINGS		0.00	1,510.00	(1,510.00)	1,510.00
726.000	SUPPLIES - GENERAL		691.94	1,696.17	(957.03)	958.00
930.500	TRAVEL		3,450.00	3,541.13	(91.13)	92.00
						0.00

ACCOUNT	DESCRIPTION	PROJECT	2008 AMENDED BUDGET	YEAR-TO-DATE THRU 12/31/08	AVAILABLE BALANCE	PROPOSED AMENDMENT
Dept 278: SURVEYOR						
703.010	REG EMP - DEPT DIR/COMM		200.00	0.00	200.00	(200.00)
940.010	OUTSIDE CONTRACTED SERVICES		0.00	200.00	(200.00)	200.00
Dept 301: SHERIFF						
703.010	REG EMP - DEPT DIR/COMM		54,844.00	54,846.35	(2.35)	3.00
703.020	REGULAR - SALARIED		48,177.00	50,519.18	(2,342.18)	2,343.00
703.030	REGULAR - HOURLY		283,780.00	305,632.89	(21,852.89)	21,853.00
703.050	LONGEVITY		320.00	780.00	(460.00)	460.00
703.070	OVERTIME		25,000.00	20,183.86	4,816.14	(4,816.00)
704.110	HOSPITALIZATION		103,023.00	103,715.08	(692.08)	693.00
704.140	LIFE AND DISABILITY		4,082.00	3,495.17	586.83	(586.00)
704.200	SOCIAL SEC CONTRIBUTIONS		29,499.00	32,952.76	(3,453.76)	3,454.00
704.300	RETIREMENT CONTRIBUTIONS		59,986.00	66,787.80	(6,801.80)	6,802.00
704.301	POST EMPLMT HLTH CARE SAVINGS		0.00	1,920.00	(1,920.00)	1,920.00
704.400	EDUCATION AND TRAINING		1,500.00	915.00	585.00	(585.00)
704.500	UNEMPLOYMENT COMPENSATION		3,600.00	3,200.00	400.00	(400.00)
704.600	WORKERS COMPENSATION		20,462.00	17,871.13	2,590.87	(2,590.00)
704.800	SICK PAY BUY OUT		8,931.00	2,078.40	6,852.60	(6,852.00)
726.000	SUPPLIES - GENERAL		5,000.00	4,994.48	5.52	1,500.00
726.046	SUPPLIES - UNIFORM/ACC		5,855.90	5,855.94	(0.04)	1.00
726.050	REPAIRS AND MAINT SUPPLIES		18,529.00	17,123.34	1,405.66	(1,405.00)
920.400	REPAIRS AND MAINTENANCE SVCS		0.00	7.20	(7.20)	8.00
930.660	GASOLINE		31,193.86	34,526.44	(3,332.58)	3,333.00
Dept 302: SHERIFF - CIVIL DIVISION						
703.060	PART-TIME/TEMPORARY		26,697.00	25,665.99	1,031.01	(650.00)
704.400	EDUCATION AND TRAINING		200.00	0.00	200.00	(200.00)
704.500	UNEMPLOYMENT COMPENSATION		600.00	949.85	(349.85)	350.00
726.000	SUPPLIES - GENERAL		1,057.63	999.28	58.35	250.00
930.660	GASOLINE		1,676.14	1,833.34	(157.20)	250.00
						0.00
						25,136.00

ACCOUNT	DESCRIPTION	PROJECT	AMENDED BUDGET	2008	YEAR-TO-DATE	THRU 12/31/08	AVAILABLE	PROPOSED
							BALANCE	AMENDMENT
Dept 332: MOTORCYCLE SAFETY EDUCATION								
801.020	PROFESSIONAL		14,140.00		14,528.00		(388.00)	388.00
801.030	TECHNICAL SVCS		20,709.00		19,847.00		862.00	(330.00)
930.100	INSURANCE AND BONDS		2,071.00		2,084.99		(13.99)	14.00
930.500	TRAVEL		2,310.00		1,491.32		818.68	(818.00)
930.660	GASOLINE		1,546.60		1,089.65		456.95	(456.00)
940.010	OUTSIDE CONTRACTED SERVICES		0.00		1,202.00		(1,202.00)	1,202.00
								0.00
Dept 333: SNOWMOBILE GRANT								
703.030	REGULAR - HOURLY		10,800.00		419.28		10,380.72	(116.00)
704.110	HOSPITALIZATION		0.00		33.05		(33.05)	34.00
704.140	LIFE AND DISABILITY		0.00		1.26		(1.26)	2.00
704.200	SOCIAL SEC CONTRIBUTIONS		0.00		31.75		(31.75)	32.00
704.300	RETIREMENT CONTRIBUTIONS		0.00		29.10		(29.10)	30.00
704.500	UNEMPLOYMENT COMPENSATION		0.00		9.85		(9.85)	10.00
704.600	WORKERS COMPENSATION		0.00		7.60		(7.60)	8.00
								0.00
Dept 351: JAIL								
101.351	580.000 CONTRIBUTIONS FROM OTHER UNITS		0.00		16,240.00		16,240.00	(16,240.00)
101.351	607.050 FEE PBT TESTING		0.00		3,275.90		3,275.90	(3,276.00)
101.351	651.070 USE INMATE TELEPHONE		10,000.00		15,379.36		5,379.36	(5,379.00)
101.351	676.060 REIMBURSEMENT - DIV FELON		500.00		15,417.50		14,917.50	(14,917.00)
703.020	REGULAR - SALARIED		40,818.00		41,902.76		(1,084.76)	1,085.00
703.030	REGULAR - HOURLY		382,307.00		398,229.45		(15,922.45)	15,923.00
703.050	LONGEVITY		831.00		440.00		391.00	(391.00)
703.060	PART-TIME/TEMPORARY		7,072.00		8,236.50		(1,164.50)	1,165.00
703.070	OVERTIME		20,000.00		22,591.06		(2,591.06)	2,592.00
704.110	HOSPITALIZATION		164,765.00		178,064.81		(13,299.81)	13,300.00
704.140	LIFE AND DISABILITY		4,671.00		4,049.32		621.68	(621.00)
704.200	SOCIAL SEC CONTRIBUTIONS		32,363.00		35,770.23		(3,407.23)	3,408.00
704.300	RETIREMENT CONTRIBUTIONS		46,552.00		53,899.63		(7,347.63)	7,348.00
704.400	EDUCATION AND TRAINING		1,000.00		807.36		192.64	(192.00)

ACCOUNT	DESCRIPTION	PROJECT	2008 AMENDED BUDGET	YEAR-TO-DATE THRU 12/31/08	AVAILABLE BALANCE	PROPOSED AMENDMENT
Dept 351: JAIL						
704.500	UNEMPLOYMENT COMPENSATION		5,728.00	5,871.09	(143.09)	144.00
704.600	WORKERS COMPENSATION		21,729.00	16,466.47	5,262.53	(5,262.00)
704.800	SICK PAY BUY OUT		11,197.00	2,020.64	9,176.36	(9,176.00)
726.000	SUPPLIES - GENERAL		10,000.00	8,559.49	1,440.51	1,000.00
726.035	SUPPLIES - MEDICAL		50,000.00	50,493.27	(493.27)	1,000.00
920.410	SERVICE CONTRACTS		8,500.00	4,152.20	4,347.80	(3,500.00)
920.520	RENTAL - EQUIP/VEHICLES		600.00	1,923.58	(1,323.58)	1,324.00
930.450	SHIPPING AND MAILING		550.00	106.33	443.67	(443.00)
930.470	INMATE HEALTH		23,000.00	631.95	22,368.05	(13,325.00)
930.500	TRAVEL		1,000.00	296.37	703.63	(703.00)
						(25,136.00)
Dept 427: EMERGENCY SERVICES						
704.110	HOSPITALIZATION		6,081.00	6,090.91	(9.91)	10.00
704.140	LIFE AND DISABILITY		530.00	442.37	87.63	(10.00)
						0.00
Dept 631: SUBSTANCE ABUSE						
101-015	572.000 CONVENTION & FACILITIES TAX		153,019.00	163,246.00	10,227.00	(5,500.00)
940.010	OUTSIDE CONTRACTED SERVICES		81,797.00	87,277.96	(5,480.96)	5,500.00
						0.00
Dept 648: MEDICAL EXAMINER						
801.020	PROFESSIONAL		31,000.00	19,614.00	11,386.00	(500.00)
930.210	TELEPHONE		400.00	410.65	(10.65)	50.00
930.920	AUTOPSIES		25,000.00	25,412.82	(412.82)	450.00
						0.00
Dept 682: VETERANS AFFAIRS						
703.010	REG EMP - DEPT DIR/COMM		12,865.00	12,917.12	(52.12)	53.00
704.110	HOSPITALIZATION		4,590.00	3,969.70	620.30	(53.00)
						0.00

ACCOUNT	DESCRIPTION	PROJECT	2008 AMENDED BUDGET	YEAR-TO-DATE THRU 12/31/08	AVAILABLE BALANCE	PROPOSED AMENDMENT
Dept 721: PLANNING / ZONING						
703.010	REG EMP - DEPT DIR/COMM		25,667.00	30,453.00	(4,786.00)	4,800.00
703.030	REGULAR - HOURLY		21,347.00	13,112.00	8,235.00	(8,230.00)
703.040	PER DIEM		8,000.00	4,594.20	3,405.80	(598.00)
703.060	PART-TIME/TEMPORARY		0.00	3,746.47	(3,746.47)	3,800.00
704.301	POST EMPLMT HLTH CARE SAVINGS		0.00	100.04	(100.04)	101.00
704.600	WORKERS COMPENSATION		555.00	681.99	(126.99)	127.00
WORK CAMP FUND 205						
Dept 301: SHERIFF						
703.030	REGULAR - HOURLY		57,734.00	22,494.09	35,239.91	(21,323.00)
703.060	PART-TIME/TEMPORARY		(2,501.00)	11,866.00	(14,367.00)	14,367.00
704.200	SOCIAL SEC CONTRIBUTIONS		0.00	2,625.21	(2,625.21)	2,626.00
704.300	RETIREMENT CONTRIBUTIONS		653.00	836.14	(183.14)	184.00
704.400	EDUCATION AND TRAINING		0.00	1,885.16	(1,885.16)	1,886.00
704.500	UNEMPLOYMENT COMPENSATION		110.00	1,196.62	(1,086.62)	1,087.00
704.600	WORKERS COMPENSATION		100.00	1,272.11	(1,172.11)	1,173.00
PARKS AND REC FUND 208						
Dept 751: PARKS AND RECREATION						
703.030	REGULAR - HOURLY		31,931.00	34,348.67	(2,417.67)	2,418.00
704.140	LIFE AND DISABILITY		300.00	308.05	(8.05)	9.00
704.200	SOCIAL SEC CONTRIBUTIONS		5,772.00	5,942.58	(170.58)	171.00
704.300	RETIREMENT CONTRIBUTIONS		3,692.00	11,381.82	(7,689.82)	7,690.00
704.301	POST EMPLMT HLTH CARE SAVINGS		0.00	100.00	(100.00)	100.00
704.800	SICK PAY BUYOUT		1,547.00	879.76	667.24	(158.00)
920.400	REPAIRS AND MAINTENANCE SVCS		12,000.00	0.00	12,000.00	(12,000.00)
930.100	INSURANCE AND BONDS		3,250.00	2,540.00	710.00	(710.00)
930.500	TRAVEL		0.00	839.57	(839.57)	840.00
930.620	ELECTRICITY		10,000.00	8,494.21	1,511.75	(1,400.00)
940.010	OUTSIDE CONTRACTED SERVICES		0.00	3,575.45	(0.45)	3,576.00
970.420	PROPERTY - VEHICLES		4,800.00	4,263.25	536.75	(536.00)
						0.00

ACCOUNT	DESCRIPTION	PROJECT	2008 AMENDED BUDGET	YEAR-TO-DATE THRU 12/31/08	AVAILABLE BALANCE	PROPOSED AMENDMENT
Dept 752: RECREATIONAL PROGRAMS						
703.030	REGULAR - HOURLY		29,508.00	29,992.02	(484.02)	485.00
703.060	PART-TIME/TEMPORARY		20,363.00	13,414.40	6,948.60	(656.00)
704.200	SOCIAL SEC CONTRIBUTIONS		7,362.00	7,392.90	(30.90)	31.00
704.301	POST EMPLOYMENT HEALTH CARE SAVINGS		0.00	140.00	(140.00)	140.00
						0.00

ANIMAL CONTROL FUND 212

ACCOUNT	DESCRIPTION	PROJECT	2008 AMENDED BUDGET	YEAR-TO-DATE THRU 12/31/08	AVAILABLE BALANCE	PROPOSED AMENDMENT
Dept 430: ANIMAL CONTROL						
703.030	REGULAR - HOURLY		106,524.00	79,173.39	27,350.61	(1,699.00)
703.060	PART-TIME/TEMPORARY		1,803.00	2,345.62	(542.62)	543.00
704.301	POST EMPLOYMENT HEALTH CARE SAVINGS		0.00	700.00	(700.00)	700.00
726.050	REPAIRS AND MAINT SUPPLIES		1,550.00	1,642.87	(92.87)	93.00
920.400	REPAIRS AND MAINTENANCE SVCS		2,000.00	2,362.50	(362.50)	363.00
						0.00

ANIMAL CONTROL FORFEITED FUND 223

Dept 430: ANIMAL CONTROL						
223.050	400.001 BUDGETED USE OF FUND BALANCE					(1,740.00)
930.980	ANIMAL STERILIZATION		5,000.00	6,740.00	(1,740.00)	1,740.00
						0.00

HOUSING COMMISSION FUND 232

Dept 690: REDEVELOPMENT & HOUSING						
703.010	REG EMP - DEPT DIR/COMM		25,730.00	25,822.25	(92.25)	93.00
703.060	PART-TIME/TEMPORARY		9,777.00	11,518.64	(1,741.64)	1,742.00
704.110	HOSPITALIZATION		9,125.00	7,929.09	1,195.91	(1,195.00)
704.200	SOCIAL SEC CONTRIBUTIONS		2,686.00	2,696.23	(10.23)	11.00
704.300	RETIREMENT CONTRIBUTIONS		6,026.00	4,739.22	1,286.78	(657.00)
930.150	SERVICE CHARGES		1,200.00	1,205.73	(5.73)	6.00
						0.00

HUD GRANT FUND 233

ACCOUNT	DESCRIPTION	PROJECT	2008 BUDGET	YEAR-TO-DATE THRU 12/31/08	AVAILABLE BALANCE	PROPOSED AMENDMENT
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Dept 690: REDEVELOPMENT & HOUSING						
703.040	PER DIEM		400.00	0.00	400.00	(198.00)
703.040	PER DIEM	5CDBG	1,500.00	1,560.00	(60.00)	60.00
940.010	OUTSIDE CONTRACTED SERVICES	5CDBG	245,030.00	245,167.71	(137.71)	138.00
						0.00

GYPSY MOTH CONTROL FUND 241

Dept 621: GYPSY MOTH						
241 050 400.001 BUDGETED USE OF FUND BALANCE						
703.060	PART-TIME/TEMPORARY		7,510.00	7,598.96	(88.96)	(227.00)
704.500	UNEMPLOYMENT COMPENSATION		120.00	231.43	(111.43)	112.00
704.600	WORKERS COMPENSATION		0.00	25.44	(25.44)	26.00
						0.00

BUILDING INSPECTION FUND 249

Dept 371: BUILDING INSPECTION DEPT						
703.030	REGULAR - HOURLY		257,833.00	228,475.23	29,357.77	(2,400.00)
704.301	POST EMPLMT HLTH CARE SAVINGS		0.00	319.96	(319.96)	320.00
930.230	CELLULAR		1,700.00	1,727.01	(27.01)	80.00
930.660	GASOLINE		6,500.00	7,548.47	(1,048.47)	2,000.00
						0.00

LEGAL DEFENSE FUND 260

260 050 400.001 BUDGETED USE OF FUND BALANCE						
Dept 130: 46TH CIRCUIT TRIAL COURT						
801.025	PROFESSIONAL SVCS		320,921.00	329,925.61	(9,004.61)	12,000.00
						0.00

CAPITAL PROJECTS FUND 499

ACCOUNT	DESCRIPTION	PROJECT	2008 AMENDED BUDGET	YEAR-TO-DATE THRU 12/31/08	AVAILABLE BALANCE	PROPOSED AMENDMENT
499.050.400.001	BUDGETED USE OF FUND BALANCE		87,159.00	-	87,159.00	(100,000.00)
970.300	PROPERTY - IMPROVEMENTS		87,159.00	184,408.89	(97,249.89)	100,000.00
						0.00

DELINQUENT TAX REVOLVING FUND 516

Dept 253: TREASURER

703.030	REGULAR - HOURLY		30,512.00	30,982.60	(470.60)	471.00
703.070	OVERTIME		300.00	0.00	300.00	(203.00)
704.110	HOSPITALIZATION		11,580.00	11,149.70	430.30	(430.00)
704.200	SOCIAL SEC CONTRIBUTIONS		2,255.00	2,293.46	(38.46)	39.00
704.300	RETIREMENT CONTRIBUTIONS		3,701.00	3,823.28	(122.28)	123.00
						0.00

HOMESTEAD AUDIT FUND 616

616.025.664.030	INTEREST & PENALTIES		0.00	43,173.39	43,173.39	(80.00)
703.030	REGULAR - HOURLY		12,272.00	13,057.05	(785.05)	786.00
703.050	LONGEVITY		225.00	0.00	225.00	(225.00)
704.110	HOSPITALIZATION		7,284.00	7,746.02	(462.02)	463.00
704.140	LIFE AND DISABILITY		83.00	108.51	(25.51)	26.00
704.200	SOCIAL SEC CONTRIBUTIONS		889.00	952.37	(63.37)	64.00
704.300	RETIREMENT CONTRIBUTIONS		1,489.00	1,576.37	(87.37)	88.00
704.500	UNEMPLOYMENT COMPENSATION		200.00	200.05	(0.05)	1.00
704.600	WORKERS COMPENSATION		58.00	42.63	15.37	(15.00)
704.800	SICK PAY BUY OUT		595.00	0.00	595.00	(595.00)
726.000	SUPPLIES - GENERAL		700.00	696.75	3.25	(3.00)
920.410	SERVICE CONTRACTS		300.00	274.50	25.50	(25.00)
930.450	SHIPPING AND MAILING		2,700.00	2,564.91	135.09	(135.00)
930.500	TRAVEL		200.00	0.00	200.00	(200.00)
970.450	PROPERTY - SOFTWARE		300.00	150.00	150.00	(150.00)
						0.00

TAX FORECLOSURE FUND 617

ACCOUNT	DESCRIPTION	PROJECT	2008 AMENDED BUDGET	YEAR-TO-DATE THRU 12/31/08	AVAILABLE BALANCE	PROPOSED AMENDMENT
703.030	REGULAR - HOURLY		14,945.00	14,960.30	(15.30)	16.00
704.200	SOCIAL SEC CONTRIBUTIONS		1,144.00	1,144.46	(0.46)	1.00
704.500	UNEMPLOYMENT COMPENSATION		267.00	400.00	(133.00)	133.00
704.600	WORKERS COMPENSATION		0.00	50.42	(50.42)	51.00
801.020	PROFESSIONAL		16,198.00	0.00	16,198.00	(201.00)
						0.00

BUILDING AND GROUNDS FUND 637

703.030	REGULAR - HOURLY		31,108.00	31,359.04	(251.04)	252.00
703.050	LONGEVITY		0.00	220.00	(220.00)	220.00
703.060	PART-TIME/TEMPORARY		13,797.00	11,801.33	1,995.67	(1,990.00)
703.070	OVERTIME		10,000.00	8,101.65	1,898.35	(656.00)
704.110	HOSPITALIZATION		30,600.00	30,650.59	(50.59)	51.00
704.200	SOCIAL SEC CONTRIBUTIONS		6,724.00	7,286.21	(562.21)	563.00
704.300	RETIREMENT CONTRIBUTIONS		12,244.00	13,567.34	(1,323.34)	1,324.00
704.500	UNEMPLOYMENT COMPENSATION		1,000.00	1,235.10	(235.10)	236.00
						0.00

ADMINISTRATIVE SERVICES FUND 645

Dept 172: COUNTY ADMINISTRATOR						
704.200	SOCIAL SEC CONTRIBUTIONS		8,618.00	8,619.31	(1.31)	2.00
704.800	SICK PAY BUY OUT		862.00	0.00	862.00	(357.00)
930.230	CELLULAR		650.00	684.81	(34.81)	50.00
930.600	MEMBERSHIP AND DUES		1,300.00	1,604.54	(304.54)	305.00
						0.00
Dept 201: FINANCE DEPARTMENT						
703.010	REG EMP - DEPT DIR/COMM		49,946.00	52,576.33	(2,630.33)	2,631.00
703.030	REGULAR - HOURLY		34,808.00	35,565.79	(757.79)	760.00
703.070	OVERTIME		4,432.00	0.00	4,432.00	(4,432.00)
704.110	HOSPITALIZATION		15,300.00	15,414.36	(114.36)	115.00
704.200	SOCIAL SEC CONTRIBUTIONS		6,525.00	6,804.27	(279.27)	280.00

ADMINISTRATIVE SERVICES FUND 645

ACCOUNT	DESCRIPTION	PROJECT	2008	YEAR-TO-DATE	AVAILABLE	PROPOSED
			AMENDED BUDGET	THRU 12/31/08	BALANCE	AMENDMENT
704.300	RETIREMENT CONTRIBUTIONS		14,013.00	14,038.45	(25.45)	26.00
704.301	POST EMPLMT HLTH CARE SAVINGS		0.00	480.00	(480.00)	480.00
704.400	EDUCATION AND TRAINING		1,140.00	1,356.95	(216.95)	217.00
704.800	SICK PAY BUY OUT		937.00	199.65	737.35	(297.00)
930.450	SHIPPING AND MAILING		2,000.00	2,145.02	(145.02)	200.00
930.500	TRAVEL		1,823.00	1,842.24	(19.24)	20.00
						0.00
Dept 202: GRANT MANAGEMENT						
703.010	REG EMP - DEPT DIR/COMM		4,289.00	4,316.96	(27.96)	28.00
704.110	HOSPITALIZATION		1,531.00	1,333.62	197.38	(83.00)
704.300	RETIREMENT CONTRIBUTIONS		792.00	797.85	(5.85)	6.00
704.301	POST EMPLMT HLTH CARE SAVINGS		0.00	48.51	(48.51)	49.00
						0.00
Dept 270: HUMAN RESOURCES						
704.110	HOSPITALIZATION		15,300.00	15,325.42	(25.42)	26.00
704.140	LIFE AND DISABILITY		500.00	803.12	(303.12)	304.00
704.301	POST EMPLMT HLTH CARE SAVINGS		0.00	480.00	(480.00)	480.00
704.400	EDUCATION AND TRAINING		1,200.00	465.00	735.00	(735.00)
930.450	SHIPPING AND MAILING		420.00	434.77	(14.77)	15.00
930.600	MEMBERSHIP AND DUES		350.00	220.00	130.00	(90.00)
						0.00

**CONTRACT FOR MUNICIPAL LAND USE SERVICES ADMINISTRATION
(LAND USE PLANNING, ZONING, AND ZONING ADMINISTRATION)**

WHEREAS, Otsego County (the County) and Otsego Lake Township (the Township) agree that it is in the interest of the Citizens of the County and the Township and the overall development of the County and the Township to centralize administration of Land Use Services, and

WHEREAS, the County and the Township agree that because the County's offices are centrally located and because the County can provide professional and administrative personnel, and office space to the Township so that the land use within the Township can be developed uniformly with joint cooperation and with one location for citizens to go for more efficient service with one set of rules.

Agreements

The County and the Township hereby enter in to this Contract for services. This contract shall be in effect for a period of two (2) years beginning April 1, 2009 and continuing in effect until March 31, 2011.

Responsibilities of the County

1. The County shall provide full and complete professional Land Use Planning, to include adoption of a County wide Master Land Use Plan and Future Land Use Map that has been adopted pursuant to the Statutes of the State of Michigan, which Plan shall be the basis for a Zoning Ordinance that the County shall adopt pursuant to the Statutes of the State of Michigan.
2. The County shall provide professional planning personnel on staff to assist Township officials from all Townships within Otsego County, officials from the City of Gaylord, the Village of Vanderbilt, citizens, land owners and developers with Land Use Planning questions and procedures and municipal cooperation.
3. The County shall maintain digital maps for zoning and land use planning purposes.
4. The County shall appoint and operate a County Planning Commission for the purposes of administering the County Plan and the County Zoning Ordinance
5. The County shall appoint and operate a County Zoning Board of Appeals for the purposes of interpreting and ruling on requests involving administration of the Zoning Ordinance.
6. The County shall insure that the Township is informed and advised of any proposed land use changes or proposed ordinance text changes or special land use requests or other similar requests presented to the Planning Commission and any requests presented to the Zoning Board of Appeals involving land within the Township.
7. The County shall provide professional personnel on staff to administer and enforce the zoning ordinance regulations and all other land use regulations.
8. The County shall provide an annual report to the Township at the last Township

Association meeting each year. The report shall include but is not limited to a financial report showing the expenses of the Planning & Zoning Department, the fee schedule for permits issued, the number and type of permits issued and the revenue received; a financial report showing the expenses of the Building Department, the fee schedule for permits issued, the number and type of permits issued and the revenue received. The County shall mail a copy of the annual report to the Township clerk for distribution to the board members.

Responsibilities of the Township

1. Otsego Lake Township has been designated as a "Large" Township within Otsego County based on Planning and Zoning activity. As one of the four "Large" Townships within Otsego County, Otsego Lake Township agrees to provide a total of \$3,800 per year to assist in covering the costs of operation and staffing of the Planning & Zoning Department
2. The Township will pay the annual contribution amount as noted above by May 1st of each year of this contract.

Otsego County and
Entered into this 15th day of January 2009 between Otsego
County and Otsego Lake Township

Witness

Otsego Lake Township

Thomas H. Wagar, Supervisor

Lorraine Markovich, Township Clerk

Witness

John Burt, County Administrator

Suzy DeFeyter, County Clerk

Township Contribution based on Planning & Zoning activity

Township	Large or Small
Charlton	Small
Chester	Small
Corwith (minus Vanderbilt)	Small
Dover	Small
Elmira	Small
Bagley	Large
Hayes	Large
Livingston	Large
Otsego Lake	Large

4 Large = total contribution of \$15,200 or \$3,800 each

5 Small = total contribution of \$8,800 or \$1760 each

Construction Code Inspection and Enforcement Contract

Contract made this 14th day of January 2009 by and between Otsego County; a municipal corporation whose address is 225 W. Main Street; Gaylord, Michigan and Mark Vick whose address is: 5639 E Nestel Road, St. Helen MI. to perform contractual Mechanical and Plumbing Inspections.

Whereas, the County desires to enter into a contract with Mark Vick to retain his service, to provide technical assistance to the County by performing certain construction code functions for the County, as specified after his name, pursuant to the within contract:

Mark Vick Contractual Mechanical and Plumbing Inspections, State Registration No. 001846

Whereas, the foregoing individual in his capacity of providing technical service to the County will be appointed as a Public Official; and

Whereas, the foregoing individual accepts this appointment and has qualifications to perform such functions through training, experience, and State registration; and

Whereas, said individual is self employed as a Mechanical and Plumbing Inspector within Otsego County and surrounding Counties and will continue such employment. Appointment as Public Official for the County is intended to permit only the above listed individual to perform work for the County.

Whereas, the appointment as a Public Official and the terms of this contract are non-exclusive and it is understood that the individual named above may perform similar duties for other municipalities.

Now, therefore, in consideration of the premises and the covenants and conditions hereafter contained, it is hereby agreed by and between the parties hereto as follows:

1. The County hereby contracts with Mark Vick for the County to retain his services to provide technical and consultation services to assist the County and its public officials in the performance of official duties and responsibilities in Contractual Mechanical and Plumbing Inspections for the County to determine compliance with applicable State and County laws.
2. Mark Vick shall be appointed as a public official and when conducting work for the County shall be directly responsible to the County for the performance of his duties and responsibilities hereunder and may be removed at will by the County for failure to perform such duties and responsibilities to the satisfaction of the County or for any other reason which the County shall deem sufficient.
3. The actions and decisions of Mark Vick as a Contractual Mechanical and Plumbing Inspector shall be governed and controlled by this contract and by the respective construction codes adopted by the County applicable to his particular functions and he shall not exercise any discretion with respect thereto unless specified in said codes.

4. Mark Vick shall not be considered an employee of the County and accordingly the County shall have no responsibility for any expenses for Mark Vick for workers compensation insurance, unemployment insurance, health and/or accident insurance, Public liability insurance, or for any withholding for social security, federal or state income taxes or otherwise. Mark Vick shall furnish to the County satisfactory evidence of all of the foregoing coverage.
5. Since the within contract does not create an employer/employee relationship between the County and Mark Vick, it is understood that the County is interested only in Contractual Mechanical and Plumbing Inspections under the pertinent construction code provisions of the County, and accordingly Mark Vick shall otherwise be in control of the time and method of such activities, subject to the provisions of paragraphs 6 and 7 herein.
6. All inspections shall be completed by the official within 4 business days of said official being notified by the County, and a decision on compliance or non-compliance with the County pertinent construction codes unless excused from such time constraints for reasons beyond the control of the official.
7. Mark Vick shall perform his duties and obligations hereunder in a good and workmanlike manner to the satisfaction of the County.
8. Mark Vick shall maintain the official qualifications and registration with the State of Michigan necessary to perform the obligations hereunder,
9. Mark Vick shall remain knowledgeable for the particular code and all amendments thereto which said official is hereby authorized to administer and enforce and in all respects remain in compliance with 1986 PA 54, Building Officials and Inspectors Registration Act, MCL 338.2305, et. seq.
10. Plan review reports or correction notices shall be turned into the Otsego County Land Use Services Department for final review prior to a Permit being issued. In the event of errors or corrections the Otsego County Land Use Services Department shall contact the permit applicant or project designer to correct deficiencies as noted. Any violations discovered during an inspection shall be written on a field correction notice form and turned into the Otsego County Land Use Services Department within 24 hours of the inspection. Uncorrected violations of the County or State Codes in effect within the County shall be enforced by the Building Official or their appointed Deputy as the County's enforcing officer through notices to the permit holder, orders to appear and show cause why the construction should not be stopped by stop work orders, by applications to circuit court for injunctive or other relief by compliant and warrant against the violator, and by other remedies allowed by law, construction code or ordinance. All proceedings shall be brought in the name of the County and the County shall be responsible for out-of-pocket costs for such proceedings.

11. The County shall make the foregoing payments to Mark Vick within 30 days of the receipt of a month's activities report from Mark Vick based upon such docket entries. Complete docket entries shall accompany the monthly activities report and shall be filed with the County Finance Director.

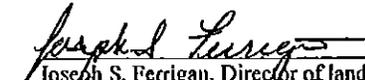
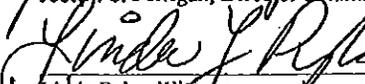
- A. Mechanical Inspections\$45.00 per inspection
- B. Plumbing Inspections.....\$45.00 per inspection
- C. Commercial Plan Review.....\$25.00 an hour
- D. Misc. required time (office, court, etc).....\$25.00 an hour

12. Mark Vick shall have authority to seek assistance from the State Construction Code Commission or its duly qualified personnel in reviewing any construction decisions in the performance of his duties.

13. This agreement may be terminated by either party upon 60 days written notice to the other party.

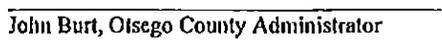
IN WITNESS WHEREOF the parties hereto have executed this contract by authority of their respective governing boards or other designated controlling authority the day and date first above written.

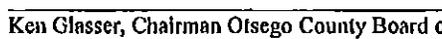
Signed in the presence of: Otsego County


Joseph S. Ferrigan, Director of Land Use Services

Linda Pyke, Witness

Trisha Adam, Human Resources Director


Mark Vick


John Burt, Otsego County Administrator


Ken Glasser, Chairman Otsego County Board of Commissioners

Electronic Communications Policy Acknowledgment

The following is the Electronic Communications Acknowledgment Policy for Otsego County for E-Mail and Internet use.

The electronic communications system is to be used by select contractors for conducting work directly related to their contract with Otsego County. Contractors are not to access a file or retrieve any stored communication other than as authorized in the performance of their contract with Otsego County. The County discloses that it reserves and may, from time to time, review, audit, intercept, access and/or disclose all matters contained in the County's electronic communications system at any time, with or without notice to a contractor. Access by Otsego County may occur at any time during or after business hours.

A contractor's use of a password or code will not restrict the right to access electronic communications by the County.

All contractors are notified that any communication or information placed in the County's system is not private and is subject to interception and/or receipt by any employee of the County and the County's administration. All contractors are also notified that any violations of the Electronic Communications Policy of the County may subject the contractor to contract termination.

The County reserves the right to change or amend its Electronic Communications Policy at any time with or without notice.

The following contractor, by his/her signature, indicates that the Electronic Communications Policy was read and understood. The contractor acknowledges receipt of this notice.

Signed: 

Dated: 1-14-09

Printed Name: MARK E. VICK

OCR 09-01
OCBRA LOAN RESOLUTION

OTSEGO COUNTY BOARD OF COMMISSIONERS
January 27, 2009

WHEREAS, the Michigan Department of Environmental Quality (MDEQ) provides grants and loans to communities through its Brownfield Redevelopment Grant and Loan program to encourage reuse of brownfield properties by funding demolition and environmental response activities;

WHEREAS, the redevelopment of the former Gaylord landfill is a partnership between the State of Michigan, the Otsego County Brownfield Redevelopment Authority (OCBRA), Otsego County, the City of Gaylord, and Elmer's Crane and Dozer and environmental activities are required as part of the redevelopment; and

WHEREAS, the project effectively meets the program criteria of need for financial assistance, local financial commitment, site reuse, and economic development and job creation; and

WHEREAS, the proposed development is consistent with local development plans, zoning ordinances, and the City of Gaylord Master Plan and will be under land use review; and

WHEREAS, the site for which an application for an MDEQ Brownfield Redevelopment Loan was requested are designated as a "Facility" under Part 201, 1994 Act 451 and neither the applicant, Otsego County Brownfield Redevelopment Authority nor the developer, Elmer's Crane and Dozer, are liable parties; and

WHEREAS, the OCBRA, with Otsego County's pledge of its full faith and credit, submitted an application requesting an MDEQ Brownfield Redevelopment Loan in the amount of \$492,550 for environmental response activities for the Elmer's Redevelopment Project; and

WHEREAS, Otsego County required that the City of Gaylord, Otsego County, and the OCBA enter into an interlocal public agency agreement or other similar legal structure that sets forth the duties, powers, and responsibilities each party has in furthering the Elmer's Redevelopment Project and that the prior authorization of the Otsego County Board of Commissioners shall be required prior to the Brownfield Authority's acceptance of any loan. MDEQ requires that Otsego County commit its full faith and credit to the repayment of the loan, based on the terms and conditions of the loan agreement; and

WHEREAS, Otsego County, City of Gaylord and the OCBRA entered into said interlocal public agency agreement dated November 26, 2008; now, therefore, be it

RESOLVED, that the Otsego County Board of Commissioners authorizes the OCBRA to enter into a loan agreement with the Michigan Department of Environmental Quality for a Brownfield Redevelopment Loan for environmental response activities.

**BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT
ELMERS GAYLORD REDEVELOPMENT**

Otsego County Brownfield Authority, Otsego County, Michigan

This Development and Reimbursement Agreement is entered into by the Otsego County Brownfield Redevelopment Authority (Authority), 1062 Cross Street, Gaylord, Michigan 49735, Otsego County, a Michigan Municipal Corporation, 225 West Main Street, Gaylord, MI 49735 and Elmer's Crane and Dozer (the "Developer"), a Michigan Corporation, 3600 Rennie School Road, Traverse City, Michigan 49684.

RECITALS

This Development and Reimbursement Agreement is made under the following circumstances:

- A. The Developer is purchasing property which is described in the attached Exhibit A (the "Property") commonly known as Gaylord Landfill, consisting of approximately 40 acres; and
- B. The Developer proposes to undertake the development of an industrial facility on the Property in accordance with certain plans and site details with final approval pending by the City of Gaylord; and
- C. The Development is expected to create construction and permanent jobs and significantly increase taxable values for the applicable taxing jurisdictions; and
- D. A preliminary Phase II Environmental Site Assessment (ESA) conducted on behalf of the Developer on the Property has found levels of contamination that exceed Generic Residential Cleanup Criteria as promulgated by the Michigan Department of Environmental Quality ("MDEQ"); and
- E. Based upon the findings of the Phase II ESA, it has been determined that the Property is a "facility" as defined by Part 201 of the Natural Resources and Environmental Protection Act ("NREPA"), Act 451 of 1994, as amended; and as a "facility", the Property is an "eligible property" as defined in the Brownfield Redevelopment Financing Act (Public Act 381 of 1996, as amended; MCL 125.2651 et seq.); and
- G. The Brownfield Plan (Exhibit B) that has been prepared and submitted to the Authority by the Developer, describes the eligible environmental and other activities and their cost as reasonably necessary for the Development, sets out an estimate of the captured taxable value as provided by the Developer, an estimate of the tax increment revenues to be generated by the Developer's project, an estimate of the reimbursement payment schedule, and an estimate of the impact of tax increment financing on the revenues of the taxing jurisdictions; and
- H. The Brownfield Plan for the Property has been approved by the Authority and the Otsego County Board of Commissioners, with the concurrence of the City of Gaylord City Council and the Act 381 Work Plan has been approved by the Authority and certain eligible activities have been or are anticipated to be approved by the MDEQ (Exhibit C); and
- I. The Authority and the County have approved and submitted an application for an MDEQ Brownfield Loan (Exhibit D) in an amount of up to \$492,500 (the "Loan") for eligible

environmental activities and MDEQ has approved said Loan and provided a Loan agreement to the Authority (Exhibit E). Acceptance of said Loan by the Authority and County is pending; and

- J. The adoption of the Brownfield Plan provides for Tax Increment Financing (TIF) for increased property tax revenues due to additional investment to be used to repay the Loan as well as other eligible expenses as allowed by Public Act 381 of 1996, as amended; and
- K. Accordingly, the purpose of this Development and Reimbursement Agreement is to set out the obligations of the parties to this Agreement for reimbursement of costs incurred for eligible activities as approved by the MDEQ and the Authority and for repayment of the MDEQ Brownfield Loan.

NOW, THEREFORE, based upon the recitals set forth above and in consideration of the mutual terms and conditions set forth below, the Developer and the Authority, agree as follows:

- 1. The Developer shall purchase and construct industrial facilities and related infrastructure on the Property (the "Development") as described in such construction plans and specifications, and other documents which may be submitted hereafter to City of Gaylord City Council, the City of Gaylord Planning Commission and other governmental jurisdictions by or on behalf of the Developer, and to the Authority.
- 2. The Authority and County shall approve entering into a loan agreement with the MDEQ for a Loan to be used to reimburse eligible environmental activities to facilitate the Development.
- 3. The Authority, as required by the MDEQ, shall contract for the employment of a qualified professional services contractor (Consultant) to conduct Phase I and II Environmental Assessment Activities, and a Category S Baseline Environmental Assessment including a Due Care Plan. The Authority further intends to have the Consultant contract for and provide oversight of any activities required to implement the Due Care Plan.
- 4. The Developer agrees that if the TIF revenues derived from the Development are insufficient to cover the MDEQ Loan payments and other eligible costs incurred by the Authority on behalf of the Developer, the Developer shall reimburse the Authority the difference.
- 5. **Reimbursement for Approved Eligible Activities, and Amendments to Work Plans:**
 - 5.1. The Authority has secured an MDEQ Brownfield Loan in an amount of \$492,500 for eligible environmental activities approved in the Brownfield Plan and Act 381 Work Plan for the project. The Loan will be used to fund the eligible activities up to the amount of the loan and work plan approvals by the MDEQ. Any expenses over the loan amount will be the responsibility of the Developer and subject to the reimbursement and other terms and conditions of this agreement.
 - 5.2 For any activities that are funded by the MDEQ Brownfield Loan, but not eligible activities approved under the Brownfield Plan or Act 381 Work Plan, the Developer is responsible to pay the loan obligations of the Authority in a proportional amount for these activities, plus interest charged under the MDEQ Brownfield Loan, under the terms and conditions of the Loan.
 - 5.3. For eligible expenses under the MDEQ Brownfield Loan that are the responsibility of the Developer, the Developer shall pay and submit an affidavit of payment for the reasonable and necessary costs of the eligible activities that have been approved by the

Authority and/or MDEQ before requesting any reimbursement. Alternatively, the Developer may submit invoices for eligible costs and the OCBRA will make payment to the Developer on a two-party check naming both the Developer and the Developer's contractor. By endorsement of the check by both parties, the Developer and Developer's contractor agree to waive any lien rights related to the work conducted and considered for payment.

- 5.4 For eligible expenses under the Act 381 Work Plan and not under the MDEQ Brownfield Loan, the Authority shall reimburse the Developer, to the extent permitted by law, for the reasonable and necessary costs of the eligible activities that have been approved by the Authority and MDEQ, together with interest subject to the terms and conditions of this Agreement. Interest will be reimbursed at a rate not to exceed what is identified in the Brownfield Plan (6.5%) or the actual interest rate received by Elmer's at loan closing, (whichever is less) and approved by the Authority and MDEQ. Interest shall begin accruing on the date of approval of the invoice by Authority.
- 5.5 Changes or additions to the Act 381 Work Plan must be submitted in writing to the Authority for consideration, and are subject to the approval of the Authority and/or MDEQ. Changes in, or additions to, the eligible activities not approved by the Authority and/or MDEQ shall result in the Developer being responsible for the payment of non-approved eligible activities.

6. **Limitation of Amount of Reimbursement.**

- 6.1. Reimbursement for eligible expenses under the Brownfield Loan shall not be greater than the loan amount, \$492,500.00, nor more than the reasonable and necessary cost of the eligible activities as described in work plans approved by MDEQ. Reimbursement for eligible expenses under the Act 381 Work Plan, but not part of the Brownfield Loan shall not be more than the tax increment revenues captured during the duration of the Brownfield Plan, minus administration and loan repayment, up to the total amount described in the Brownfield Plan and Act 381 Work Plan, from the taxable improvements located on the Property, including both real property and personal property.
- 6.2. Such tax increment revenues may be appropriated annually by the Authority for other expenses and allocations including, administrative and operating expenses or the local site remediation revolving fund, as permitted by Act 381, and set forth in the Brownfield Plan.
- 6.3 The cost of any eligible activity incurred prior to being approved by the MDEQ shall not be reimbursed except as authorized by Act 381 and approved by the Authority.
- 6.4 The Developer acknowledges by signature of this Agreement that the Authority is not obligated to provide additional reimbursements for this Development. The Developer shall assume responsibility for any additional costs for approved eligible activities in excess of the approved amount. In the event that the amount of the reimbursements provided pursuant to this Agreement is not sufficient to complete the approved eligible activities, the Developer may request an amendment, in writing, to the Brownfield Plan and Act 381 Work Plan for additional reimbursement for approval first by the Authority, with subsequent approval by the MDEQ. If no additional reimbursement is approved by the Authority and/or MDEQ, the Developer shall assume responsibility for any additional costs for approved eligible activities in excess of the approved amount.
- 6.5 In addition to any other remedies provided in this Agreement, if any payment made by the Authority is determined by audit, the State of Michigan, or a court of appropriate

jurisdiction to be improper or outside of the scope of its obligations under this Agreement, or in the event of the Developer's breach or default of this Agreement, the Developer shall, at the request of the Authority, repay or return any monies paid by the Authority that are directly related to the breach, default or improper payment, within 60 days notice is given in writing by the Authority.

- 6.6. The Authority may revise this Agreement with thirty (30) days notice to the Developer in the event of changes in circumstances imposed by changes in the law through judicial interpretation or legislative action or changes in interpretation of the law by a department of the State of Michigan, including, without limitation, the Department of Treasury and/or MDEQ.
- 6.7. The Tax Increment Revenues received by the Authority shall be paid to the Developer for reimbursement of Approved Eligible Costs, plus approved interest as identified in this Agreement within 60 days of receipt of tax increment revenue by the Authority.
- 6.8. It is anticipated that there will be sufficient available tax increment revenues to meet the Authority's reimbursement obligations under this Agreement. However, notwithstanding anything in this Agreement to the contrary, if for any reason the Development does not result in sufficient revenues to satisfy the Authority's reimbursement obligations, the Developer agrees that it will have no claim or further recourse of any kind or nature against Otsego County or the Authority, except from available captured tax revenues. In the event the captured tax revenues are insufficient, the Developer assumes financial responsibility for any shortfall.

7. **Compliance with Approved Work Plans, Laws, Rules and Regulations.**

- 7.1. The Consultant shall carry out the eligible activities in accordance with the Act 381 Work Plan and Brownfield Loan Work Plans approved by the Authority and MDEQ. The Developer shall carry out construction plans and specifications as reviewed and approved by the City of Gaylord and by other governmental jurisdictions in a reasonable and workmanlike manner.
- 7.2. The Developer shall comply fully with all local ordinances, state and federal laws, and all applicable local, state and federal rules and regulations. Nothing in this Agreement shall abrogate the effect of any local ordinance.
- 7.3. Non-compliance with this Agreement, or discovery of material irregularities at any time are regarded as material breaches of this Agreement. The Authority, in addition to any other remedy provided by law, may do one or more of the following: 1) withhold future payments, 2) recover reimbursement payments already disbursed, or 3) terminate this Agreement.

8. **Insurance.** The Developer and any contractor(s) or subcontractor(s) shall purchase and maintain insurance not less than the limits set forth below. The Developer and contractor(s) and subcontractor(s) shall maintain such other insurances as it deems appropriate for its own protection.

- a. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following: (A) Contractual

Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.

- c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- d. Contractor's Pollution Liability Insurance provided by Contractors, sub-contractors and site work contractors engaging in environmental response activities, covering any sudden and non-sudden pollution or environmental impairment, including clean up costs and defense, with limits of liability of not less than \$1,000,000 per occurrence (with first party and third party coverage).
- e. Additional Insured - The Commercial General Liability Insurance, Motor Vehicle Liability Insurance, Professional Liability Insurance, and Auto Pollution Liability Insurance, as described above, shall have an endorsement including the County of Otsego and the Otsego County Brownfield Redevelopment Authority as additional insured.
- f. Cancellation Notice - It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Otsego County Brownfield Redevelopment Authority, 1062 Cross Street, Gaylord, Michigan 49735.
- g. Proof of Insurance - The Contractor shall provide to the Authority at the time the Agreements are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

9. **Developer to Provide Information.**

- 9.1. The Developer shall maintain the financial information and data used in support of the requests for reimbursement for approved eligible activities in accordance with generally accepted accounting principles and practices. The Developer shall maintain the financial information and data for the term of the loan and the Authority will have access to these records with reasonable notice during normal business hours.
- 9.2. For those activities under the Brownfield Loan or Act 381 Work Plan that are the responsibility of the Developer, the Developer shall submit a reimbursement request for approved eligible activities, which shall include any and all invoices from contractors and other supporting documentation that provide information as to the date and description of the approved eligible activities performed. The Developer shall provide written proof of waivers of liens by any and all contractors and subcontractors performing services or providing materials for the Development. Alternatively, the Developer may provide conditional waivers of lien and request a two party check, as outlined in Section 2.4.
- 9.3. In addition, the Developer shall provide any other documentation requested by the Authority, in a format and on such forms approved by the Authority, along with the

Developer's request for reimbursement to assist the Authority in determining whether the work was performed as approved.

- 9.4 All documentation related to the request for reimbursement shall be submitted within 90 days after the completion of each approved eligible activity.

10. **Authority to Determine Amount to be Reimbursed.**

- 10.1 Within 60 days after the Developer has submitted the documentation requesting reimbursement for such eligible activities as Developer incurs, the Authority will approve the amount to be reimbursed, based upon the reasonable and necessary costs of the eligible activities approved by MDEQ and the Authority, and notify the Developer of the approved costs. Payments shall be made on a reimbursement basis in installments over time, through invoice submittals, as incremental local and school taxes are captured. If costs are determined to be inconsistent with the Brownfield Plan, Act 381 Work Plan, the Brownfield Loan and/or MDEQ approvals, the Developer shall be provided an opportunity to meet with the Authority to provide additional information. If not resolved or cured within 90 days, the dispute will be decided through mediation with a competent mediator selected by the Authority. The fee for such mediation will be the responsibility of the Developer. If the parties are unable to reach agreement through mediation, then either party may seek relief from a court with jurisdiction or through alternative dispute resolution.
- 10.2. In no event shall the Developer be reimbursed by the Authority for any approved eligible activities that have been or will be reimbursed or credited against other obligations by any other governmental entity or the Consultant.
- 10.3. The Authority shall retain for administrative and operating costs, a maximum of \$10,000 per year. The annual MDEQ Brownfield Loan payment will be paid first at the date that loan payments are initiated, followed by the administrative expenses to the Authority, with the balance of the Tax Increment Revenues then paid to the Developer as reimbursement for the actual cost of the eligible activities and Work Plan costs.
- 10.4. If property taxes are delinquent for more than one year, the agreement to reimburse the Developer shall terminate and no further reimbursement to the Developer shall occur. The Authority will notify the Developer, in writing, of the intent to terminate this Agreement. This Agreement will terminate sixty (60) days after the date of the written notice.
- 10.5. Interest on the unpaid balance of the principal shall begin to accrue when the invoice is approved by the Authority.
- 10.6 In the event the MDEQ Brownfield Loan funds are used for approved eligible environmental expenses, and eligible expenses exceed the loan amount and are funded by the Developer, reimbursement will be made to the Developer in a pro rata share based on the proportion of expenses funded by the Developer to expenses funded by the Loan.

11. **Access.** The developer grants the OCBRA and its Agents right to enter the property for the purposes of conducting Due Care environmental assessments and activities as generally described in the Brownfield Loan Agreement, Brownfield Plan, and Act 381 Work Plan and more specifically detailed in an Brownfield Loan Work Plan, reviewed by the Developer and approved by the MDEQ. The Director of the Authority shall act as the clearinghouse for all Employees and Agents of the Authority who wish to gain access for inspection of the property. All Employees and Agents are authorized to enter upon the Property any time during normal business hours for the purpose of

inspecting the work related to the authorized eligible activities and making determinations that such work is being performed in accordance with the Brownfield Loan Work Plan in a workmanlike manner. The Developer reserves the right to preclude access or request the employees or agents of the Authority vacate the property for health and safety issues. Any employees or agents of the Authority must comply with all site safety standards, including, but not limited to, MIOSHA requirements.

12. **Termination**. This Agreement shall terminate on the earlier to occur of: (a) the date on which the Authority is no longer authorized to capture tax increment revenues; (b) on the date the Brownfield Plan expires; (c) the date when the amount due under the Agreement has been paid; or (d) upon default of this Agreement by the Developer; or (e) failure to secure all necessary local, state, and federal permits or approvals; or (f) upon such other conditions as set forth in this Agreement.
13. **Indemnification**. The Developer shall indemnify, hold harmless, and defend the Authority, Otsego County, its officials, agents and employees, from any and all claims or causes of action arising from or on account of negligent acts or omissions of the Developer, its officers, employees, agents or any persons acting on its behalf or under its control, in implementing the eligible activities described in the approved Work Plans or arising in any way from this Agreement, including but not limited to, claims for damages, reimbursement or set-off arising from, or on account of, any contract, agreement or arrangement between the Developer and any person for the performance of eligible activities or the terms of this Agreement, including claims on account of construction delays.
14. **Notices**. All notices, requests, demands and other communications that are required or permitted to be given under this Agreement will be in writing and will be deemed to have been sufficiently given for all purposes hereunder if (a) delivered personally to the party to whom the same is directed, or (b) sent by certified mail, postage prepaid, return receipt requested, at the addresses identified below; or to such other party at such other address as shall be given in writing in accordance herewith.
 - 14.1. If to the Authority, to: Otsego County Brownfield Redevelopment Authority, 1062 Cross Street, Gaylord, Michigan 49735; Attention: Jeff Ratcliffe (or his successor).
 - 14.2. If to Developer, to: Elmer's Crane and Dozer, 3600 Rennie School Road, Traverse City, Michigan; Attention: Eric Ritchie (or his successor).
15. **Miscellaneous Provisions**
 - 15.1. **Successors and Assigns; Assignments; No Other Intended Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; however, the Developer shall not assign this Agreement without the prior written consent of the Authority, which will not be unreasonable withheld. No person not a party hereto is intended to be a beneficiary of or to have the right to enforce this Agreement.
 - 15.2. **Payment of Taxes.** Developer or any of its successors or assignees of the Development shall pay all real and personal property taxes timely, before any additional interest penalty for late payment is applied.
 - 15.3. **Entire Agreement.** This Agreement represents the entire agreement as it exists at the time of the signing of this Agreement between the parties. This Agreement may not be amended, altered or modified unless the party against whom enforcement of any waiver, modification or discharge is sought does so in writing.

- 15.4. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The parties acknowledge that the proper venue of any court action is in Otsego County, Michigan.
- 15.5. Severability. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms.
- 15.6. Survival. Except as otherwise provided in this Agreement, all representations, warranties, covenants and agreements of the parties contained or made pursuant to this Agreement shall survive the execution of this Agreement.
- 15.7. Effective Date. This Agreement shall become effective when approved and executed by the Authority and the Developer.
- 15.8 Recitals. The recitals set forth above are incorporated by reference into this Agreement as if fully set forth therein.

Elmer's Crane and Dozer

Subscribed and sworn to before me on
the ___ day of _____, 2009

Russell Broad, President Date

Notary Public, _____ County
My commission expires

Otsego County Brownfield Redevelopment Authority

Subscribed and sworn to before me on
the ___ day of _____, 2009

Norman L. Brecheisen, Chairperson Date

Notary Public, _____ County
My commission expires

Otsego County

Subscribed and sworn to before me on
the ___ day of _____, 2009

John Burt, Administrator Date

Notary Public, _____ County
My commission expires

**Memorandum of Understanding
between
Northeast Michigan Community Service Agency, Inc.
And
Otsego County Housing Committee**

This document sets forth an agreement between NEMCSA, Inc. and Otsego County Housing Committee concerning the collaboration of services for the Homeless Families with Children Initiative being funded through the Michigan State Housing Development Authority Office of Supportive Housing and Homeless Initiatives.

The objective of this initiative is to assist homeless families obtain affordable housing by providing tenant based rental assistance for a two year period, with the tenant paying 30% of their income toward rent. The remaining 70% will be paid for with these grant funds and required match dollars.

This program is being set up as a no wrong door initiative in that any agency can accept referrals to the program and provide assistance to the family or individual in need. Funding will be allocated based on population within each county.

Within the two years that these families are receiving assistance, several things need to take place in order for them to become self-sufficient when program eligibility ends. As community agencies it is our hope that we can work together for the betterment of these families by agreeing to provide the following types of assistance to eligible participants throughout the time period their assistance:

For eligible participants, NEMCSA agrees to the following:

- Write the proposals and provide project management and coordination through administration of funding throughout the following eleven counties: Alcona, Alpena, Cheboygan, Crawford, Iosco, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, and Roscommon.
- Create and facilitate IST meetings in each county as necessary.
- Through the Supportive Housing Program, provide services of working with the homeless in crisis stabilization, problem solving, and referrals.
- Through the Michigan Works! Programs, provide traditional services of job preparation and connecting potential employees to employers.

- Through the Crisis Prevention program, provide utility assistance as funding exists.
- Through the IDA program, provide guidance on saving for home ownership or college education.
- Provide counseling services to eligible youth through the School Success program.
- Will complete necessary HQS inspections at an in-kind rate of \$75.00 per inspection.

and

For eligible participants, Otsego County Housing Committee agrees to the following:

- Will provide services they traditionally do including housing referrals.

All services provided under this agreement will be in-kind and used toward the required match for this initiative.

This memorandum of understanding becomes effective upon signature of the approving officials of the respective agencies/organizations entering into this memorandum of understanding. The terms of this memorandum of understanding will remain in effect throughout the period of the initial contract. This memorandum of understanding may be terminated at any time with 30 days advance written notice by either party.

The signatures below certify understanding of the provisions of the memorandum of understanding.

John M. Swise, CEO	Date
Northeast Michigan Community Service Agency, Inc.	

Steven D. Riozzi, Chairman	Date
Otsego County Housing Committee	

Kenneth R. Glasser, Chairman	Date
Otsego County Board of Commissioners	

OTSEGO COUNTY
ORDINANCE NUMBER; 09-01

AN ORDINANCE TO AMEND THE CURRENT OTSEGO COUNTY ZONING MAP
SO THAT THE BELOW DESCRIBED PARCEL OF LAND IS REZONED AS INDICATED.

OTSEGO COUNTY, STATE OF MICHIGAN ORDAINS:

Section 1. The current Otsego County Zoning Map shall be amended so that the following described parcel of land shall be rezoned as indicated:

Common Address: 11258 Dunham Rd, Vanderbilt MI, 49795

General Location: corner of Thumm Lake Rd and Dunham Rd.

Township: Corwith

Tax ID Number: 042-004-400-010-00

Legal Description: SE 1/4 of the SE 1/4 sec.4 T32N R3W

Existing Zoning: B-2 (General Business)

New Zoning: AR (Agricultural Resource)

Section 2. Validity

If any section, provision or clause of this Ordinance or the application thereof to any person or circumstances 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.

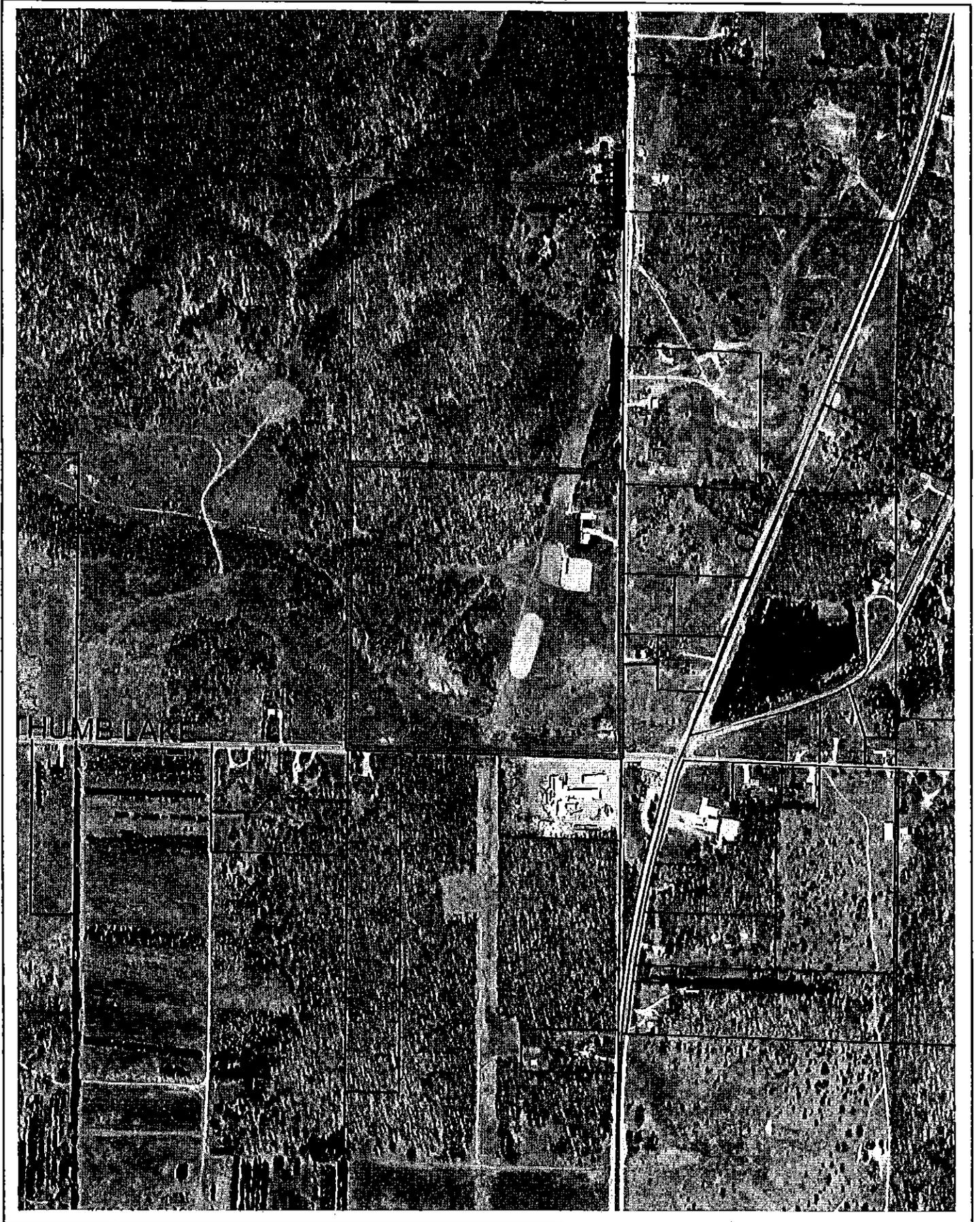
Section 3. Effective Date.

This Ordinance shall become effective eight (8) days after its first publication.

OTSEGO COUNTY

BY: _____
Ken Glasser, County Board Chairman

BY: _____
Susan I. DeFeyter, County Clerk



09-01
Scale: 1" = 600'



OTSEGO COUNTY
ORDINANCE NUMBER; 09-02

AN ORDINANCE TO AMEND THE CURRENT OTSEGO COUNTY ZONING MAP
SO THAT THE BELOW DESCRIBED PARCEL OF LAND IS REZONED AS INDICATED.

OTSEGO COUNTY, STATE OF MICHIGAN ORDAINS:

Section 1. The current Otsego County Zoning Map shall be amended so that the following described parcels of land shall be rezoned as indicated:

Common Addresses: Attached

General Location: Alpine Road Gaylord MI.

Township: Bagley Township

Tax ID Numbers: list attached

Legal Descriptions: list attached

Existing Zoning: B-2 (General Business)

New Zoning: B-3 (Business and Light Manufacturing)

Section 2. Validity

If any section, provision or clause of this Ordinance or the application thereof to any person or circumstances 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 3. Effective Date.

This Ordinance shall become effective eight (8) days after its first publication.

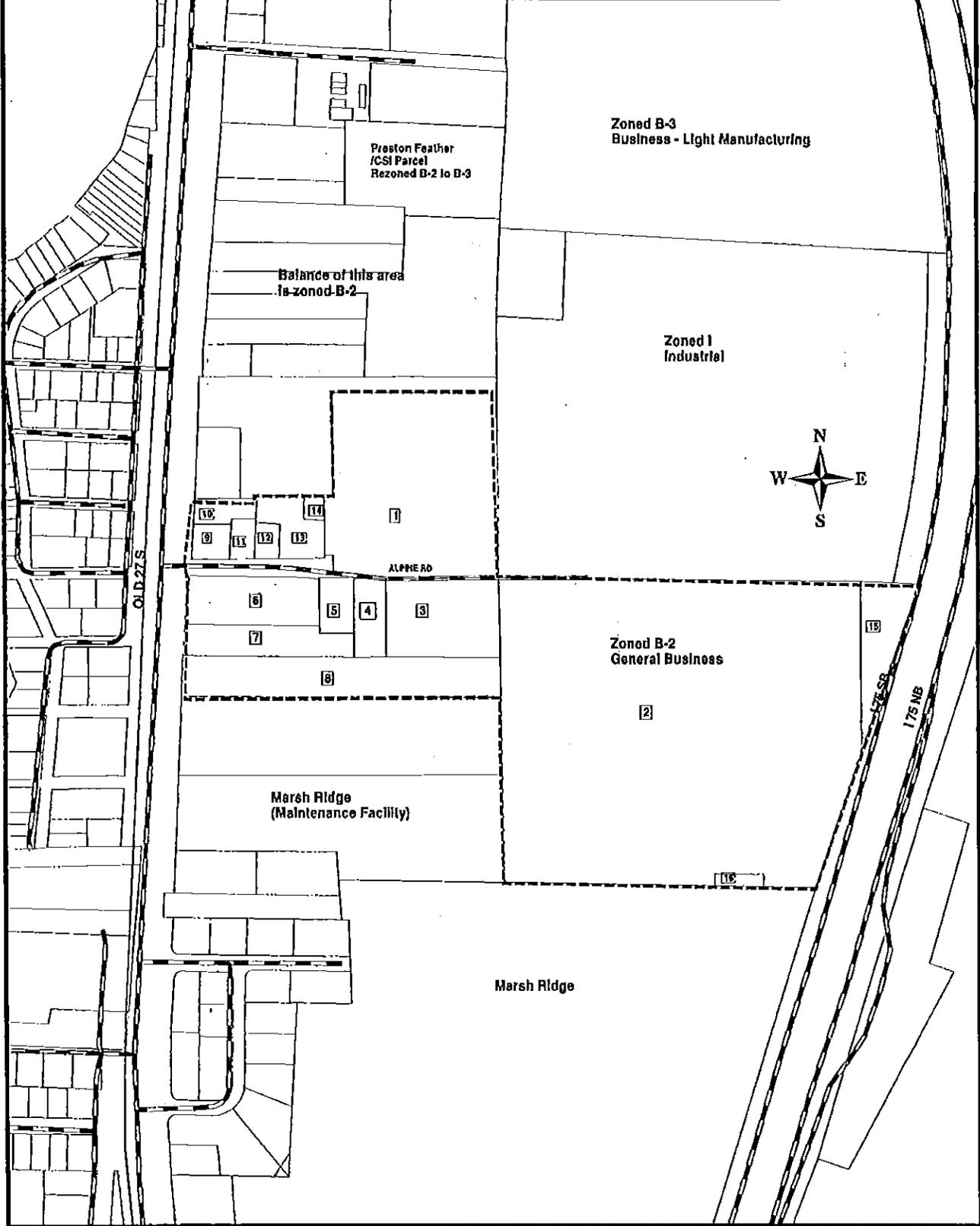
OTSEGO COUNTY

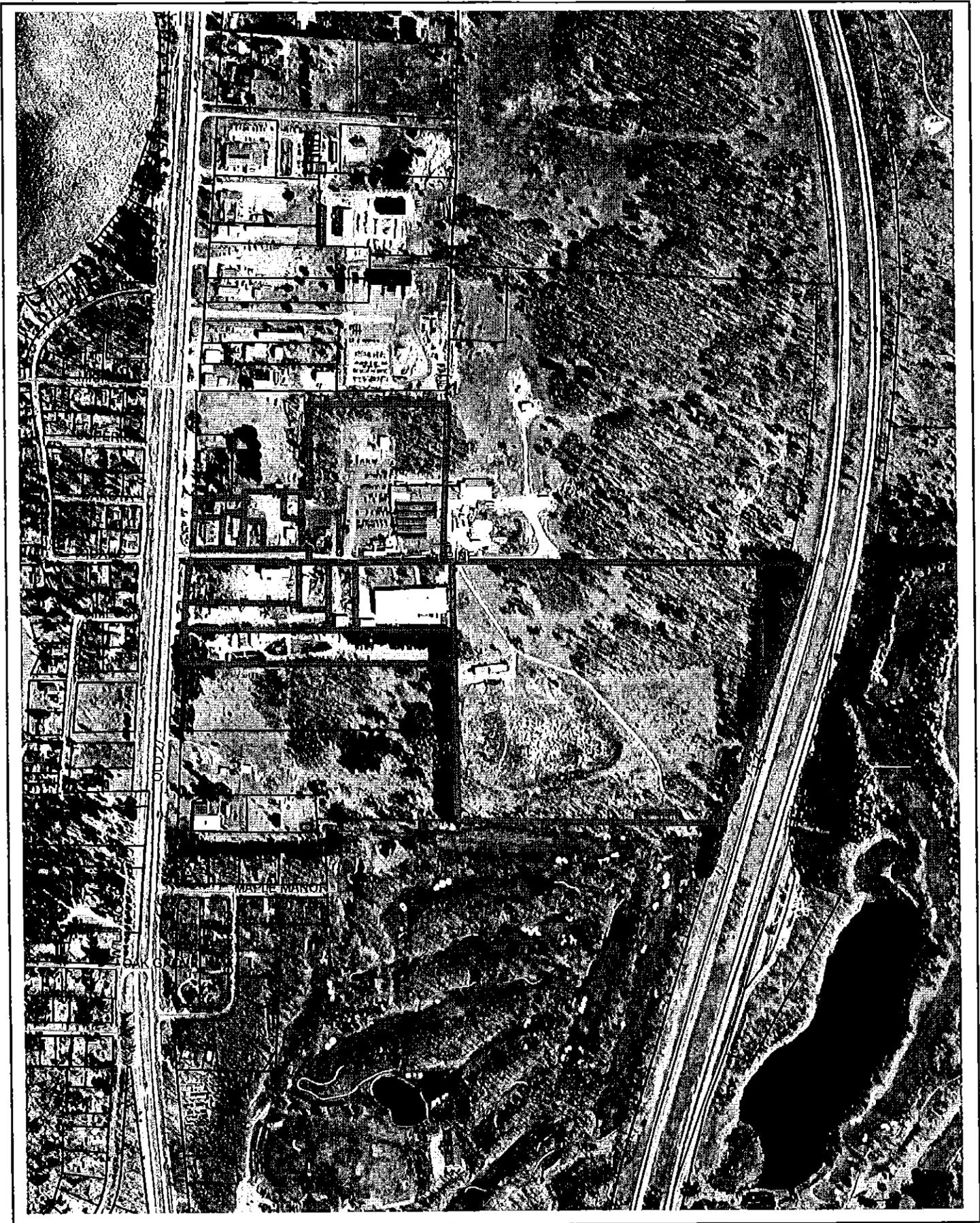
BY: _____
Ken Glasser, County Board Chairman

BY: _____
Susan I. DeFeyter, County Clerk

ID#	PID	Use/Status	Acres	Property Address	Owner	Tax Address	Class	Description
1	010-021-300-170-00	B-3 CSA Plant - Mfg.	11.91	594 ALPINE RD	COOPER-STANDARD AUTOMOTIVE INC	207 S WEST STREET, Auburn, IN 46706	302	COMM @ 1/4 COR, TH N1°E 706.23', TH N87°W 674.36', TH S1°W 417.1', TH W 35', TH S1°W 245.1', TH E 35', TH S1°W 66', TH S88°E 674.36' TO POB, SEC 21, T30N-R3W
2	010-028-100-010-00	B-3 CSA Warehouse & Vacant Land	41.05	495 ALPINE RD	COOPER-STANDARD AUTOMOTIVE INC	207 S WEST STREET, Auburn, IN 46706	302	NW¼ OF NE¼ LYING W OF I-75, EXC: S 50' OF W 200' OF E 560', SEC 28, T30N-R3W.
3	010-028-200-005-00	B-3 Mark One Plant - Mfg.	3.52	517 ALPINE RD	MARK ONE PROPERTIES	817 ALPINE ROAD, GAYLORD, MI 49735-9531	302	E 491' OF N 330' OF NE¼ OF NW¼, SEC 28, T30N-R3W.
4	010-028-200-010-00	B-3 Robinson Construction - Heavy Construction/Vacant	0.97	625 ALPINE RD	ROBINSON CONSTRUCTION	PO BOX 693, GAYLORD, MI 49734-0693	302	W 130' OF E 621' OF N 330' OF NW¼, SEC 28, T30N-R3W.
5	010-028-200-015-00	B-3 Soyring Tree Svc. - Site Clearing Contractor/Vacant	0.74	647 ALPINE RD	NEEB - GETTEL	336 E BUTLER STREET, Bad Axe, MI 48413-1267	302	NW 140' OF E 761' OF N 230' OF NE¼ OF NW¼, EXC: COMM @ 1/4 COR TH N89°40'30"W 621', TH S2°26'30"E 23.61' FOR POB, TH S2°26'30"E 206.39', TH N89°40'30"W 140', TH N2°26'30"W 223.29', TH S89°51'43"W 141.82' TO POB, SEC 28, T30N-R3W.
6	010-028-200-020-00	B-3 Robinson Construction - Heavy Construction/Vacant	2.47	4029 OLD 27 S	ROBINSON CONSTRUCTION	PO BOX 693, GAYLORD, MI 49734-0693	202	COMM @ 1/4 COR, TH N89°40'30"W 761', TH S2°26'30"E 6.77' FOR POB, TH S2°26'30"E 193.23', TH N89°40'18"W 501.81', TH N3°15'30"E 200', TH S89°40'30"E 425.67', TH S82°51'43"E 56.98' TO POB, SEC 28, T30N-R3W.
7	010-028-200-025-00	B-3 Robinson Construction - Heavy Construction/Vacant	1.96	4049 OLD 27 S	ROBINSON, JAMES L & LINDA J	PO BOX 693, GAYLORD, MI 49734-0693	301	COMM @ 1/4 COR, TH N89°40'30"W 1242.92', TH S3°15'30"W 200' FOR POB, TH S89°40'18"E 501.81', TH S2°26'30"E 30', TH S89°40'30"E 140', TH S2°26'30"E 100.34', TH N89°40'30"W 654.78', TH N3°15'30"E 130.39' TO POB, SEC 28, T30N-R3W.
8	010-028-200-030-00	B-3 Lappan's - Nursery & Equipment Dealer	4.91	4085 OLD 27 S	LAPPAN, JAMES A & BARBARA J	4085 OLD 27 S	202	S 165' OF N 495' OF NE¼ OF NW¼, SEC 28, T30N-R3W.
9	010-021-300-150-01	B-3 Auto Repair - Front Yard Storage	0.5	3975 OLD 27 S	KROL, EDWARD	1486 CHESTER RD	202	COMM @ SW COR OF GLO 4, TH N89°40'56"W 869.82', TH N03°13'30"E 214.10' FOR POB TH N03°13'30"E 93.82', TH S86°46'08"E 237.81', TH S03°17'02"W 70.15', TH N89°46'08"W 93.95', TH S03°07'55"W 23.67', TH S86°46'08"E 137.83' TO POB, SEC 21, T30N-R3W.
10	010-021-300-150-02	B-3 Auto Repair - Front Yard Storage	0.56	3969 OLD 27 S	HOOGERTHYDE, JEREMY D	1277 S DAKOTA TRL	202	COMM @ SW COR OF GLO 4, TH N89°40'56"W 869.82', TH N03°13'30"E 66.04' FOR POB, TH N03°13'30"E 148.06', TH S86°46'08"E 137.83', TH S03°07'55"W 141.07', TH N89°40'00"W 138.23 TO POB, SEC 21, T30N-R3W.
11	010-021-300-155-00	B-3 Lakeview Quality Tool - Mfg.	0.38	696 ALPINE RD	LAKEVIEW QUALITY TOOL, INC	696 ALPINE ROAD	302	COMM @ SE COR OF GLO 4, TH W 1003.1', TH N3°13'30"E 66.09' FOR POB, TH N3°13'30"E 159.77', TH W 100', TH S TO A PT 100' N89°40'30"W OF POB, TH S89°40'30"E 100' TO POB, SEC 21, T30N-R3W.
12	010-021-300-165-02	Residence - Trailer	0.33	680 ALPINE RD	COTTRELL, JOHN K & DAWN B. M5117 M-32 E	Tenant: NICHOLS, ROBERT A & PAULETTE	402	BEG N89°W 711.36' & N1°E 65.5' OF S¼ COR, TH N89°W 193.2' FOR POB, TH N1°W 142' TH N86°W 98', TH S3°W 142', TH S88°E 98' TO POB, SEC 21, T30N-R3W.
13	010-021-300-165-01	B-3 Northern Michigan Pallets - Vacant	1.14	648 ALPINE RD	WELLIVER, STEPHEN R & ANN L	3401 GOLF COURSE ROAD, GRAND RAPIDS, MN 55744-9507	302	COMM @ 1/4 COR, TH N89°W 711.36', TH N1°E 65.5' FOR POB, TH N1°E 145.1', TH N86°W 85', TH N1°E 100', TH N86°W 193.81', TH S3°W 127.8', TH S86°E 98', TH S1°W 142', TH S88°E 193.2 ± TO POB, SEC 21, T30N-R3W.
14	010-021-300-160-00	Natural Gas Gate Station	0.19	540 ALPINE RD	MICHIGAN GAS CO	2000 SECOND AVENUE, DETROIT, MI 48226-1203	202	COMM @ 1/4 COR, TH N89°23'W 711.36', TH N1°E 21'E 210.5' FOR POB TH N86°27'W 85', TH N1°E 100', TH E 85', TH S 100' TO POB, SEC 21, T30N-R3W.
15	010-028-100-005-00	77 - Between CSA and I-75	1.83		TAYLOR, PAUL S	2051 UNIVERSITY DRIVE, JACKSON, MI 49201-4616	401	NE¼ OF NE¼, LYING W OF I-75 RW, SEC 28, T30N-R3W.
16	010-028-100-020-00	77 - Along South line of CSA	0.23		WILTJER, TRICIA	11126 N HODDENPYLE DAM ROAD, MESICK, MI 49668	301	S 50' OF W 200' OF E 560' OF NW¼ OF NE¼, SEC 28, T30N-R3W.

Alpine Road Rezone Area





09-02
Scale: 1" = 600'





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Policy No 500.01	Subject Purchasing	Date Issued 4/13/04
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<p>Application</p> <p><u>General Fund Functions</u></p> <p><input checked="" type="checkbox"/> General Fund Departments</p> <p><input type="checkbox"/> 46th Trial Court</p> <p><input type="checkbox"/> Joint Building Authority</p> <p><input checked="" type="checkbox"/> Other Jointly Governed Organizations</p> <p><u>Special Revenue Functions</u></p> <p><input checked="" type="checkbox"/> Parks and Recreation</p> <p><input type="checkbox"/> Library</p> <p><input type="checkbox"/> Social Welfare (Family Independence Agency)</p> <p><input type="checkbox"/> Commission on Aging</p> <p><input type="checkbox"/> Other Special Revenue Funds</p> <p><input checked="" type="checkbox"/> Building Authority</p> <p><u>Business-Type Functions</u></p> <p><input checked="" type="checkbox"/> Delinquent Tax Revolving</p> <p><input checked="" type="checkbox"/> Commissary</p> <p><input checked="" type="checkbox"/> Bus System</p> <p><input checked="" type="checkbox"/> Administrative Services</p> <p><input checked="" type="checkbox"/> Building and Grounds</p> <p><u>Component Units</u></p> <p><input type="checkbox"/> University Center</p> <p><input type="checkbox"/> Road Commission</p> <p><input type="checkbox"/> Ambulance</p> <p><input type="checkbox"/> Sportsplex</p> <p><input type="checkbox"/> Other:</p>	<p>Revised 01/27/09</p> <p>Applicable Forms</p>
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Contact Department Administration	Contact Phone Number 989-731-7520	Contact Fax Number 989-731-7529	Contact E-Mail jburt@otsegocountymi.gov
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Summary

The purpose of this policy is to establish procedures for the purchase of all supplies, equipment, vehicles, and all construction or altering of County facilities for any department of the County of Otsego in a manner that maximizes the purchasing value of public funds in procurement. This policy includes capital leases on any such item as listed above. This policy shall apply to every expenditure of public funds. When the procurement involves the expenditure of federal or state assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal or state laws and regulations. Nothing in this policy shall prevent any public agency from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with law.

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1. Definitions

1.1 **Capital Outlay Items:** Non-expendable items itemized in the County's capital improvement budget/plan.

1.2 **Competitive Bids:** Prices received from vendors on items or services \$10,001 or more. Competitive bids are received as sealed bids only and are opened at advertised public bid openings. The requirement for sealed competitive bids shall not apply to intergovernmental contracts, contracts for professional services or emergency repairs, or for the reauthorization of contracts, which have been previously approved by the Otsego County Board of Commissioners.

1.3 **Expendable/Recurrent Supplies:** Routine supplies needed to carry on the County's daily business (i.e. food, medical supplies, office supplies). Expendable supplies are generally acquired using preferred vendors.



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1.4 **Final Approver:** Person(s) designated to utilize the electronic purchasing system with the authority to convert requisitions to purchase orders.

1.5 **Formal Bidding:** Formal bidding procedure should be used for purchases from \$5,001 to \$10,000. It includes solicitation of written bids through the mail, e-mail, and facsimile.

1.6 **Informal Bidding:** Purchases of \$501 to \$5000 are subject to informal bidding. Informal bids (quotes) includes solicitation of written bids and may be solicited by telephone, personal contact, or in writing.

1.7 **Public Bid Opening:** A place, date and time established to open competitive bids received on items and/or services being procured. Adequate public notice of the invitation for bids shall be given not less than 10 calendar days prior to the date set forth therein for the opening of bids. Such notice may include publication in a newspaper of general circulation within the County for a reasonable time prior to the bid opening.

1.8 **Request for Proposal (RFP):** A document issued by the County Administrator, which contains specifications and County bidding procedures for procurement of items and/or services. An RFP is sent out to vendors as a mechanism to solicit for competitive bids.

1.9 **Request for Quotation (RFQ):** A document (less formal than an RFP) issued by the County Administrator/Management Team Member, which contains specifications for the procurement of items and/or services. An RFQ is sent out to vendors as a mechanism to solicit for competitive quotes.

2. POLICY: The County utilizes an electronic accounting system with a purchasing module that includes a requisition and purchase order system. Every purchase on behalf of the County (unless specifically exempted) shall require a requisition and purchase order. Except as otherwise specified herein, purchases / contracts will be awarded to a contractor or bidder based on price, record of performance, availability, dependability and experience. All purchases by contract, or otherwise, as herein authorized, will be in accordance with such appropriations as have been made by the Board of Commissioners for the support of the respective departments.

It shall be unethical for any County employee to participate directly or indirectly in a procurement contract when (the County employee knows that) the County employee or any member of the County employee's immediate family has a financial interest pertaining to the procurement contract.

2.1 **Basic Purchases:** Items valued at \$500 or less are considered basic purchases. There are not any bidding requirements for these purchases; however, the requisition and purchase order system must be utilized. Management Team Members or their designee(s) are authorized to draft requisitions and act as the final approver. The responsible party shall exercise reasonable scrutiny when expending funds under the \$500 threshold.

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2.2 **Informal Bidding:** Purchases of \$501 to \$5000 are subject to informal bidding. Individual employees, with approval of their Management Team Member, may solicit informal bids as outlined below. Bids must be written. The Management Team Member (their designee when absent) must act as final approver.

- A. **Bid Information:** To insure fairness in, each vendor solicited should be given the same information. This information should include:
- Description of items to be purchased
 - Special terms and/or specifications
 - Desired delivery date
- B. **Record of Bids:** All bids solicited shall be in writing and will be electronically recorded in the requisition "Post It" note window. Each record should contain:
- Bid Information
 - Record of all bids
 - Manager's explanation if lowest priced vendor not selected.

2.3 **Formal Bidding:** Purchases from \$5,001 to \$10,000 are subject to the formal bidding procedure. The respective department shall follow the formal bidding process. The Management Team Member must approve with the County Administrator or designee acting as the final approver. It includes solicitation of written quotations/bids through direct contact, public advertisement or any combination of the same.

- A. The solicitation/advertisement must include the following:
- Identification of item(s) to be bid upon
 - Location bids are to be submitted
 - Date and time of bid deadline for submission
 - Contact for further information
 - Statement of County's rights to reject bids
 - Contract compliance terms
 - Product specifications
- B. **Record of Bids:** All bids solicited shall be electronically recorded in the requisition "Post It" note window. Each record should contain:
- Bid Information
 - Record of all bids
 - Department Head explanation if lowest priced vendor not selected.

2.4 **Competitive Bidding:** Purchases with an anticipated obligation of \$10,001 or more are required to have sealed, competitive bidding and comply with Public Act 167 and 168 of 1993. Two (2) competitive bids are required for purchases of \$10,001 or more.

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Professional services and intergovernmental contracts and emergency repairs, or reauthorization of contracts that have been previously approved are exempted from this policy. **A copy of all bid document material must be provided to the Administration Department.**

- A. If a bid document must be prepared (\$10,001 or more), it shall include:
- **Bid Reference Number as assigned by the Administration Department**
 - Bid advertisement
 - Bid preparation instructions
 - Proposal
 - Contract
 - General conditions
 - Special conditions
 - General specifications
 - Detailed specifications
 - State or Federal guidelines (if necessary)

The County reserves the right to accept, reject or negotiate any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, to rebid the project/purchase, and to accept any bid determined by the County to be in the best interest of the County, regardless of price. The reason for rejection may include past performance issues, and compatibility with existing equipment or software. Vendors located in Otsego County are hereby granted a 5% cost variance for low bid determination.

A "local vendor" is defined as a vendor that operates a business within the legally defined boundaries of Otsego County. To be considered a local vendor, the vendor must provide a verifiable business address (not a PO Box) at which business is being conducted.

- B. All bids shall be opened at the time, date and place specified, and the opening and inspection of all bids shall be made by the County Administrator. A complete summary of the bids, including the bidding firm's name, cost, qualifying data, and any other relevant information, shall be kept on file. Final approval, acceptance and selection of bids that are low bid and meet specifications shall be recommended by the County Administrator to the Board of Commissioners.

2.5 **Expendable Supplies:** For each expendable category of purchases, the County Administrator, with the assistance of the respective department staff (i.e. maintenance/jail food staff), will compile and maintain a list of preferred suppliers. Such lists will be reviewed and updated periodically. Typically one – three vendors will be listed to provide comparison pricing and selection options.

2.6 **Open Purchase Orders:** Open Purchase Orders shall be utilized for vendors that provide

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routine repetitive services. Open Purchase Orders may be opened and closed within any calendar month. Examples of authorized open purchase orders include: oil changes, car wash and other similar services.

- 2.7 *Emergency Purchase Orders:*** In case of emergency needs, appropriate departments (maintenance, sheriff) are authorized to make emergency procurements of supplies, services or construction items when there exists a threat to public health, welfare or safety. Electronic access shall be provided to authorize the issuance of emergency purchase orders. Emergency procurements shall be made with such competition as is practicable under the circumstances and the cost shall not exceed \$5,000. An emergency purchase of up to \$10,000 may be made by the County Administrator without prior approval by the chair or vice-chair of the Board of Commissioners. The very nature of emergency expenditures may necessitate a significant financial decision without prior approval. All emergency expenditures in excess of \$10,000 shall be reported to the Board of Commissioners, in writing, within three business days.

In the case of emergency repairs where delays may cause further damage to county property, the County Administrator is authorized to spend up to \$10,000 without prior approval by the chair or Vice-Chair. Emergency repairs in excess of \$10,000 may be made by the County Administrator with advanced authorization from the chair or vice-chair.

- 2.8 *Cooperative Government Contracts:*** Bidding requirements shall be waived if the County is able to secure favorable prices on purchases by joining with other local governments, or participating with the State of Michigan or the Federal Government in purchasing. The County Administrator is authorized to enter into the necessary agreements or contracts on behalf of the County.
- 2.9 *Exempted Purchases:*** Exempted purchases include maintenance agreement billings, utility billings, contracted service invoices, insurance payments, and other like services as noted in the Otsego County Payables Policy. The appropriate account number and signature of a Management Team member is required for exempted purchases, and shall appear across the invoice.
- 2.10 *Payment Procedure:*** The respective Management Team member will be responsible for inspection of all orders, upon receipt of the order and prior to the acceptance of the delivery. Upon acceptance of items, verification that the packing slip matches the purchase order must accompany the invoice in order to obtain payment. Whenever a department rejects any orders, the County Administrator shall be notified immediately and given the reason for the rejection.
- 2.11 *Capital Leases:*** The process for bidding capital leases shall be similar to other purchases. Should the price of the purchase not be reasonably known prior to engaging the bidding process, the Formal Bidding Process shall be used.



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- 2.12 ***Bid Specification Changes:*** All changes in bid specifications shall be reported to all known potential bidders. Such notification shall provide appropriate time for all such potential bidders to have adequate time to make adjustments to their bids.
- 2.13 ***Demo Models:*** Bidding requirements shall be waived if the County is able to secure favorable prices on purchases by purchasing a demonstration model.
- 2.14 **Rebidding:** Should it become necessary to rebid a project/purchase, the County Administrator may waive the newspaper posting requirement for Competitive Bids, with notification being given to the Budget & Finance Committee members.
- 2.15 **Amending contracts on projects requiring bids:** The County Administrator may approve minor amendments to capital project contracts up to an amount of \$5,000, not to exceed more than 10% of the original contract amount. The County Administrator may approve minor amendments to capital project contracts up to an amount of \$10,000, not to exceed 10% of the original contract amount, with pre-notification to the Budget & Finance Committee. Any contract amendment beyond the limits specified above requires approval by the Board of Commissioners.
- 2.16 ***Bond Requirements:*** Bid bonds are required for construction or repair projects in the amount of \$100,000 or more. Bid bonds and performance bonds are required for construction or repair projects in the amount of \$250,000 or more. Bid bonds shall be in the amount of 10% of the total contract price. Performance bonds will be in the amount of 100% of the total contract price. Bond requirements cannot be waived.
- 2.17 ***Lien Waivers:*** For construction or repair projects in the amount of \$50,000 or more, the contractor is required to provide partial lien waivers, verifying all subcontractors and suppliers have been paid for their work to date, for payment requests beyond 25% of the total contract price. The final 10% of the contract price can be paid prior to receipt of lien waivers. The contractor will provide final lien waivers within 30 days of contract completion. In the event that a contractor does not provide the required lien waivers, the contract will not be eligible for future County projects without the consent of the County Infrastructure Committee.
- 2.18 ***Insurance Requirements:*** All contractors and/or vendors are required to have the following Insurance:
- A. Workers Compensation and Employers' Liability, Michigan Statutory Limits of Liability.
 - B. Commercial General Liability Insurance
 - C. Motor Vehicle Liability Coverage, and Michigan No-Fault Coverages including all owned, non-owned, and hired vehicles.
 - D. Otsego County will be named as Additional Insured on all insurance coverage, with



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the exception of Workers Compensation and Employers' Liability insurance.

Limits of Liability for General Liability, and Vehicle Liability shall be within the following guidelines based on contract amount:

- Projects up to \$750,000: Minimum of \$1,000,000 per occurrence and aggregate.
- Projects \$750,001 to \$1,750,000: Minimum of \$2,000,000 per occurrence and aggregate.
- Projects \$1,750,001 to \$2,750,000: Minimum of \$3,000,000 per occurrence and aggregate.
- The required amounts continue to escalate by adding \$1,000,000 to the beginning and ending project range and to the minimum insurance requirement.
- A Waiver of Subrogation is required on the certificate of liability insurance.
- The certificate of liability insurance is required to have a 30-day notice of cancellation.

- 2.19 ***Professional Services Contracts Requirements:*** Professional Liability Coverage (Errors and Omissions) is required for all contracts for professional services such as architect, engineer, design firm or similar professions, and the medical professions, etc.

Limits of Liability for Professional Liability Coverage shall be within the following guidelines based on contract amount:

- Projects up to \$750,000: Minimum of \$1,000,000 per occurrence and aggregate.
- Projects \$750,001 to \$1,750,000: Minimum of \$2,000,000 per occurrence and aggregate.
- Projects \$1,750,001 to \$2,750,000: Minimum of \$3,000,000 per occurrence and aggregate.
- The required amounts continue to escalate by adding \$1,000,000 to the beginning and ending project range and to the minimum insurance requirement.
- A Waiver of Subrogation is required on the certificate of liability insurance.
- The certificate of liability insurance is required to have a 30-day notice of

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cancellation.

The County of Otsego will accept delivery of and authorize payment of only those services, supplies, merchandise or articles authorized for purchase, and acceptable under terms of the purchase agreement, in accordance with the procedures stated herein.

Payment for any services, supplies, merchandise or articles not authorized for purchase by the County Administrator and/or the Otsego County Board of Commissioners in accordance with the policies and procedures stated herein becomes the responsibility of the person or persons requesting such service, supplies, merchandise or article and the County may deny payment of the claim.

Any service being performed for the County that has not been authorized in accordance with the policies and procedures stated herein, shall be immediately discontinued and the original conditions restored at the expense of the person or persons requesting such service.

Payment in full for any service, supplies, merchandise or articles not acceptable for delivery or the use required, as put forth in the bid specifications or purchase agreement for such service, supplies, merchandise or articles, will be held in abeyance until such time as a replacement or replacements meeting the specifications put forth in the purchase agreement and acceptable for the use required are received.

TABLE 1

Dollar Amount	Bidding Requirement	Final Approval
\$0 - \$500	None	Management Team Member or Designee
\$501 - \$5,000	Informal Bid	County Administrator
\$5,001 - \$10,000	Formal or Competitive Quote	County Administrator
\$10,001 or more	Competitive Bids (2)	Board of Commissioners

Approvals (name and department)



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Board of Commissioners

April 13, 2004

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