



## Otsego County Board of Commissioners

225 West Main Street • Gaylord, Michigan 49735  
989-731-7520 • Fax 989-731-7529

### NOTICE OF MEETING

The Otsego County Board of Commissioners will hold a regular meeting on Tuesday, February 26, 2008 beginning at 7:00 p.m., at the **Chester Township Hall** at 1737 Big Lake Road, Gaylord, MI 49735.

### AGENDA

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Minutes from February 14, 2008 with attachments
6. Consent Agenda
  - A. Personnel and Budget & Finance Committee Recommendation
    1. Assistant County Park Manager
  - B. Budget & Finance Committee Recommendations
    1. Capital Asset Disposal Policy - Motion to Approve
    2. 2008 Miscellaneous Budget Amendments - Motion to Approve
7. Administrator's Report
8. Department Head Reports
9. City Liaison, Township & Village Representatives
10. Correspondence
11. Special Presentations
12. New Business
  - A. Financials
    1. Warrant B2008-8
    2. Warrant B2008-9
  - B. Personnel Committee Recommendation
    1. Policy Manual
  - C. ZBA Appointments
13. Public Comment
14. Board Remarks
15. Adjournment

February 14, 2008

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 Johnson.

Roll call:

Present: Backenstose, Bates, Beachnau, Liss, Olsen, Glasser, Johnson, Hyde, Bentz.

The Regular meeting minutes of January 22, 2008 with attachments and the minutes from the Special meeting of February 5, 2008 were approved as presented.

Consent Agenda:

Motion to reappoint Charles Klee to the Planning Commission, term to expire December 31, 2010. Motion carried via unanimous consent.

Motion to approve OCR-08-05 Chief Executive Officer.

Roll Call Vote:

Ayes: Backenstose, Bates, Beachnau, Liss, Olsen, Glasser, Johnson, Hyde, Bentz.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Motion to approve OCR-08-06 Airport Plow Truck Disposal.

Roll Call Vote:

Ayes: Backenstose, Bates, Beachnau, Liss, Olsen, Glasser, Johnson, Hyde, Bentz.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Motion to approve Otsego County Ordinance 08-01 Rezoning 3689 Old 27 South.

Roll Call Vote:

Ayes: Backenstose, Bates, Beachnau, Liss, Olsen, Glasser, Johnson, Hyde, Bentz.

Nays: None.

Motion carried/Ordinance adopted. (see attached)

Administrator's Report:

John Burt reported there is an Infrastructure meeting on February 19, 2008 at 8:30 a.m. in room 207; Public Safety meeting scheduled on February 19, 2008 at 10:00 a.m. in the City-Council room; Budget and Finance meeting is scheduled for February 20, 2008 at 9:00 a.m. in Room 212; Citizens Jail Committee meeting is scheduled for February 21, 2008 at 5:30 p.m.

Elizabeth Haus reported the Village has the last budget workshop tonight.

Correspondence:

Chairman Glasser received from NEMCOG a public notice for Huron Pines.

New Business:

Motion by Commissioner Hyde, to approve Warrant B2008-5 in the amount of \$36,258.92 with prepaids in the amount of \$17,620.60 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Liss, to approve Warrant B2008-6 in the amount of \$62,174.73 with prepaids in the amount of \$85.28 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Johnson, to approve Warrant B2008-7 in the amount of \$230,127.02 with prepaids in the amount of \$49,955.15 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Olsen, to approve the Otsego County Commission on Aging Bylaw Amendments as presented. Ayes: Unanimous. Motion carried. (see attached)

Paul Beachnau was appointed to the Broadband Cooperative Liaison and John Burt as the alternate.

Motion by Commissioner Bentz, to approve Resolution OCR-08-07 in support of the Northern Michigan Broadband Cooperative.

Roll Call Vote:

Ayes: Backenstose, Bates, Beachnau, Liss, Olsen, Glasser, Johnson, Hyde, Bentz.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Beachnau, to approve the Sportsplex Operating Agreement as presented. Ayes: Unanimous. Motion carried. (see attached)

The Zoning Board of Appeals Appointments was removed until next meeting.

Board Remarks:

Commissioner Backenstose: Master Plan meeting.

Commissioner Olsen: Conservation District Meeting.

Motion by Commissioner Olsen, to allow movement of the Conservation District pole barn from the approved location to a new location across from the Land Use Services Building. Ayes: Unanimous. Motion carried.

Welcomed back Clark.

Commissioner Hyde: Welcomed back Clark.  
Attended the MAC Conference.

Commissioner Bentz: Welcomed back Clark.  
Health Department.

Commissioner Liss: Welcomed back Clark.

Commissioner Johnson: Attended MAC Conference.  
Welcomed back Clark.

Chairman Glasser: Attended MAC Conference.  
Kids Connection Meeting.  
Reminded the Board the next Board meeting is February 26,  
2008 at 7:00 p.m. at the Chester Township Hall.

Sheriff McBride reported that Brian Webber is doing training at the work camp.

Meeting adjourned at 10:12 a.m. at the call of the Vice-Chair.

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Kenneth R. Glasser Chairman

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Susan I. DeFeyter, County Clerk

**RESOLUTION NO. OCR 08-05**  
**Chief Executive Officer**

OTSEGO COUNTY BOARD OF COMMISSIONERS  
February 14, 2008

**WHEREAS**, Resolution OCR-26-87 established the Otsego County Office of Emergency Services as the coordinating agency responsible for county-wide emergency preparedness; and

**WHEREAS**, Resolution OCR-26-87 establishes the powers and duties of the Chief Executive Officer of the County in times of Emergency or Disaster; and

**WHEREAS**, it is prudent to create a line of succession for Chief Executive Officer for such times of Emergency or Disaster; now, therefore, be it

**RESOLVED**, that the line of succession for Chief Executive Officer in times of Emergency or Disaster is as follows;

Chairman of the Otsego County Board of Commissioners  
Vice-Chairman of the Otsego County Board of Commissioners  
County Administrator

**RESOLUTION NO. OCR 08-06**  
**Airport Plow Truck Disposal**

OTSEGO COUNTY BOARD OF COMMISSIONERS  
February 11, 2008

**WHEREAS**, the Gaylord Regional Airport is in possession of a plow truck (vehicle identification number: 299E1870156 C) that is no longer usable; and

**WHEREAS**, the value of the plow truck is negligible; and

**WHEREAS**, the Otsego County Transportation and Airport Committee Recommended the disposal of said plow truck; now, therefore, be it

**RESOLVED**, that the Otsego County Board of Commissioners authorizes the transfer of the plow truck to A&L Iron Metal Company.

OTSEGO COUNTY  
ORDINANCE NUMBER; 08-01

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: 3689 Old 27 South Gaylord Michigan

General Location: Old 27 south

Township: Bagley

Tax ID Number: 010-021-300-090-00

Legal Description: Attached

Existing Zoning: B-2

New Zoning: B-3

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 DeFeyter, County Clerk

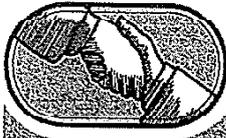
**Otsego County**  
**Land Use Services department**

1068 Cross Street  
Gaylord, Michigan 49735  
989-731-7420 \*Fax 989-731-7429

3689 Old 27 South Gaylord

Tax ID. 010-021-300-090-00

COMM @ S¼ COR, TH N1°14'12"E 1,420.34' FOR POB, TH N87°31'11"W 527.5', TH N3°24'52"E 65.01', TH N87°31'11"W 141.46', TH N1°12'30"E 295.43', TH S87°03'35"E 666.76', TH S1°14'12"W 355.08' TO POB. SEC 21, T30N-R3W.



We Help  
We Care

# OCCOA

## OTSEGO COUNTY COMMISSION ON AGING

120 Grandview Blvd. ♦ Gaylord, Michigan 49735  
989-732-1122 ♦ Fax: 989-731-2739 ♦ [occoa@occoaonline.org](mailto:occoa@occoaonline.org) ♦ [www.OtsegoCountyCOA.org](http://www.OtsegoCountyCOA.org)

January 14<sup>th</sup>, 2008

Mr. Ken Glasser, Chairman  
Otsego County Board of Commissioners  
Mr. Lee Olsen, Commissioner Liaison  
Otsego County Board of Commissioners

Dear Sirs,

On behalf of the Board of Directors of the Otsego County Commission on Aging, the attached By-Laws of the OCCOA are submitted for approval.

The cover page outlines all changes with callouts and highlights.

The changes are centered in Article III, page 2 eliminating the geographic and election district requirements of board members, and reducing the number of members to nine (9). It also eliminates voting privileges for the Commissioner Liaison, per county legal findings.

Respectfully Submitted,

Jack Thompson  
Board Chairperson

Arnold Morse  
Executive Director

BOARD OF DIRECTORS	
Jack Thompson	president
Mary Saunders	vice president
Mary King	secretary
Richard Beachnaus	member
James Cantler	member
Joe Duff	member
Rudi Eidel	member
Jim Mathis	member
Margaret O'Connell	member
Pat Slominski	member
Lee Olsen	Otsego County Board of Commissioners representative
Arnold Morse	executive director
Dona Wishart	director

## Cover Page

### ARTICLE III

#### BOARD MEMBERSHIP

All changes are on page 2.  
The new page is presented in  
the By-Laws, showing  
finished text.

Changed  
from 12  
to nine  
(9).

**SECTION ONE:** Citizens residing in Otsego County concerned with promoting and safeguarding the welfare of older adults are eligible to be appointed as a board member.

**SECTION TWO:** The Board of Directors of the OCCOA will have twelve (12) members, each appointed for three (3) years. In addition, the Board of Commissioners shall appoint one County Commissioner to act as Liaison Officer for one year. **The Liaison Officer shall have full privileges of the OCCOA Board.**

Sentence Eliminated

Paragraph "B"  
changed to "new  
paragraph below.

A. Alternate terms will be determined and will require three (3) or **four (4)** members of the OCCOA board to be appointed each January 1<sup>st</sup>.

Eliminated

B. The OCCOA shall have one (1) member representing each of the nine (9) electoral districts as set forth for the election of the Otsego County Board of Commissioners. Three (3) members at large shall be appointed. To the extent feasible, the OCCOA Board members will include a diverse cross-section reflective of the local population.

**New paragraph:** **The OCCOA shall have nine (9) members from across Otsego County: To the extent feasible, the OCCOA Board members will include a diverse cross-section of the local population.**

C. The OCCOA will submit recommendations for member appointments to the Otsego County Board of Commissioners for their consideration. The County Board of Commissioners will have the final approval for OCCOA board members.

"D" is  
eliminated

D. Board membership shall be limited to five (5) successive 3-year terms.

### ARTICLE IV

#### REMOVING A BOARD MEMBER VACANCIES

A. If, in the opinion of the OCCOA Board of Directors, a member of the OCCOA board is no longer capable of fulfilling his or her responsibilities, or is no longer operating in the best interest of the OCCOA, the board of directors may, by 2/3 vote, remove the board member.

## OTSEGO COUNTY COMMISSION ON AGING BYLAWS

### ARTICLE I

#### NAME OF THE AGENCY

The name of this commission shall be the **Otsego County Commission on Aging**, also referred to as the Commission, Commission on Aging or OCCOA.

### ARTICLE II

#### STRUCTURE AND ACTIVITIES

The OCCOA is established by the Otsego County Board of Commissioners as an agency to be primarily concerned with the county's services and responsibilities to the older adults of Otsego County. The OCCOA and the Board of Directors shall be responsible to implement and administer the charges as set forth in the bylaws and to be accountable to the county Board of Commissioners. The OCCOA is a county agency that will coordinate, provide and initiate programs, public and private, and promote the independence and well-being of older adults of Otsego County, Michigan. The Board of Directors shall govern the agency.

The Board of Directors of the OCCOA has responsibilities to oversee, govern, and supervise OCCOA activities as follows:

- Provide leadership, consultation and assistance to interested groups or individuals who foster the well-being of our older adults;
- Accumulate, tabulate, and study the factual data related to older adults and their resources;
- Disseminate information concerning services and programs having to do with social, economic, health and housing needs of the aging;
- Seek resources and funding for the provision of services to the aged in Otsego County;
- Plan and implement programs consistent with the agency mission statement, utilizing all available resources;
- Cooperate with existing governmental and private agencies in order to develop and make available needed resources for older adults throughout Otsego County.

**ARTICLE III**

**BOARD MEMBERSHIP**

**SECTION ONE:** Citizens residing in Otsego County concerned with promoting and safeguarding the welfare of older adults are eligible to be appointed as a board member.

**SECTION TWO:** The Board of Directors of the OCCOA will have nine (9) members, each appointed for three (3) years. In addition, the Board of Commissioners shall appoint one County Commissioner to act as Liaison Officer for one year.

- A. Alternate terms will be determined and will require three (3) members of the OCCOA board to be appointed each January 1<sup>st</sup>.
- B. The OCCOA shall have nine (9) members from across Otsego County. To the extent feasible, the OCCOA Board members will include a diverse cross-section of the local population.
- C. The OCCOA will submit recommendations to the Otsego County Board of Commissioners for their consideration. The County Board of Commissioners will have the final approval for OCCOA board members.

**ARTICLE IV**

**REMOVING A BOARD MEMBER  
VACANCIES**

- A. If, in the opinion of the OCCOA Board of Directors, a member of the OCCOA board is no longer capable of fulfilling his or her responsibilities, or is no longer operating in the best interest of the OCCOA, the board of directors may, by 2/3 vote, remove the board member.

**ARTICLE IV (CONTINUED)**

**REMOVING A BOARD MEMBER  
VACANCIES**

- B. In the event of removal of one or more appointed members, the OCCOA board will seek nominations for replacements to serve out the remainder of the removed board member's term. These nominations will be submitted to the Otsego County Board of Commissioners for appointment. No board member who has been removed will be eligible for nomination.
- C. Vacancies on the OCCOA shall be filled for the unexpired term in the same manner as regular appointed members.
- D. Members whose term has expired may serve until replaced or re-appointed.

**ARTICLE V**

**OFFICERS**

**SECTION ONE: Elected Officers**

The elected officers from the OCCOA shall consist of a Chairperson, a Vice Chairperson, a Secretary, and a Treasurer. The officers shall be elected at the annual meeting of the OCCOA in February of each year. In the event of a vacancy within any of these offices, the OCCOA shall elect a new officer for the balance of the unexpired term of office.

**SECTION TWO: The duties and responsibilities of the officers are as follows:**

- A. The CHAIRPERSON shall preside at the meetings of the board and the executive committee; shall appoint persons to chair committees deemed necessary for conducting the business of the OCCOA; shall be a member ex-officio of all committees.
- B. The VICE CHAIRPERSON shall perform such duties as are assigned by the Chairperson, including the performance of official duties in the absence of the Chairperson.
- C. The SECRETARY shall ensure that minutes are taken at all meetings of the board and formal executive committee meetings when actions are decided on behalf of the OCCOA.
- D. The TREASURER shall chair the ways and means committee

(if active), and shall ensure through the Directors that an audit or financial review is conducted.

## ARTICLE VI

### EXECUTIVE COMMITTEE

**SECTION ONE:** Personnel of the Executive Committee shall consist of the four elected board members who are the officers of the OCCOA Board.

**SECTION TWO:** The duties of the Executive Committee include the general charge and control of the affairs and program operations of the OCCOA. Proceedings will be reported to the OCCOA Board when interim formal actions have been required.

**SECTION THREE:** The Executive Committee shall hold meetings, which may include telephonic or electronic meetings, as needed to conduct necessary business of the OCCOA between regular OCCOA meetings. Three of the four officers must participate.

**SECTION FOUR:** When acting in place of the full board of the OCCOA, any vote by the executive committee must be unanimous by the participating committee members.

## ARTICLE VII

### MEETINGS

**SECTION ONE:** The OCCOA board shall hold regular meetings with no less than 6 meetings per year. The Chairperson may call other meetings, giving proper notice to all OCCOA board members and the public in compliance with the Open Meetings Act. Written notice of the meetings shall include a mailing prior to the meeting. This mailing will contain minutes of the previous meeting, the future agenda, financial reports and committee reports as needed.

**SECTION TWO:** Special committees may be appointed by the Chairperson as needed for the necessary business of the board.

## ARTICLE VIII

### DELEGATION OF AUTHORITY AND DUTIES BY BOARD OF DIRECTORS

**SECTION ONE:** All officers, executives, managers, employees and agents shall be charged with such duties and authority as usually pertains to such offices in an agency of the type described in these bylaws. The officers, executives, and managers shall have such management

authority and perform such duties as may be determined by resolution of the board of directors of the OCCOA.

## **ARTICLE IX**

### **AMENDMENTS AND RULES OF ORDER**

**SECTION ONE:** The bylaws of the OCCOA may be amended by a two thirds (2/3) vote of the appointed members of the OCCOA board followed by a two thirds (2/3) vote for approval by the Otsego County Board of Commissioners, provided proper notification has been made to every member of the OCCOA board.

**SECTION TWO:** All assets, real property and personal property will revert to the benefit of the local government if the organization dissolves, or to a 501 (c) (3) organization. The OCCOA will remain as a non-profit entity in perpetuity.

**SECTION THREE:** The OCCOA will conduct all activities without regard to race, color religion, creed, gender, national origin, age, marital status, veteran status, sexual orientation, or the presence of handicaps, disabilities, or any other basis protected by state or federal law.

## Approval of OCCOA By-Laws by the Board of Commissioners

July 9, 2002

The regular meeting of the Otsego County Board of Commissioners was held at the J. Richard Yuill Center. The meeting was called to order at 9:35 a.m. by Chairman Johnson. Invocation by Commissioner Glasser, followed by the Pledge of Allegiance led by Commissioner Liss.

Roll Call:

Present: Bates, Liss, Olsen, Lord, Chavey, Johnson, Bentz, Glasser.

Absent: Beachnau.

Others present: Peter Comings, Tacy Schlink, Mary Sanders, Jeff Garfield, Bob Harden, Jean Nowicki, Bill Less, Dawn Johnston, Cle Leask, Elizabeth Haus, Michael Zalowski, Scott Watson, Joe Gruszczynski, James McBride, Allen Lowe, David Hoecherl, Mike Reling, Lambert Chard, Evelyn M. Pratt.

**(Main part of minutes edited to show only the approval of OCCOA Bylaws).**

Olsen:

Discussed the Millage request handout.

Reported on the Charlton/Chester/Dover Townships Clean-up.

Reported on Parks & Rec.

Reported on the County Forum.

Reported on 9-1-1.

Reported on Commission on Aging.

Motion by Olsen, seconded by Lord, to adopt OCR-02-039 that the bylaws for the Otsego County Commission on Aging as amended on July 9, 2002 be accepted as presented.

Roll Call Vote:

Ayes: Lord, Chavey, Johnson, Glasser, Bentz, Bates, Liss, Olsen.

Nays: None.

Absent: Beachnau.

Motion carried/Resolution adopted.

January 22<sup>nd</sup>, 2008

Mr. Ken Glasser, Chairman  
Otsego County Board of Commissioners  
Mr. Lee Olsen, Commissioner Liaison  
Otsego County Board of Commissioners

Dear Sirs,

On behalf of the Board of Directors of the Otsego County Commission on Aging, the attached By-Laws of the OCCOA are submitted for approval.

The cover page outlines all changes with callouts and highlights.

The changes are centered in Article III, page 2 eliminating the geographic and election district requirements of board members, and reducing the number of members to nine (9). It also eliminates voting privileges for the Commissioner Liaison, per county legal findings.

Respectfully Submitted,

For the Board,

Arnold Morse  
Executive Director

Dona Wishart  
Director

**RESOLUTION NO. OCR 08-07  
Broadband Cooperative Support**

OTSEGO COUNTY BOARD OF COMMISSIONERS  
February 14, 2008

**WHEREAS**, access to broadband internet services affects the quality of life for many of Otsego County citizens; and

**WHEREAS**, many rural areas in Northern Lower Michigan are without Broadband Internet services; and

**WHEREAS**, the lack of broadband internet service drastically effects health care, education and emergency services, as well as hinders economic development in these areas; and

**WHEREAS**, a diverse group of stakeholders from both the public and private sector have come together and are investigating the possibility of forming a Broadband Cooperative; and

**WHEREAS**, this Cooperative known as the Northern Michigan Broadband Cooperative, is seeking ways to extend broadband internet service through Northern Lower Michigan; now, therefore, be it

**RESOLVED**, that the Otsego County Board of Commissioners supports and endorses the efforts of the Northern Michigan Broadband Cooperative in their pursuit of addressing the broadband needs of Northern Lower Michigan.

**AGREEMENT FOR OPERATING AND MAINTAINING  
OTSEGO COUNTY RECREATIONAL AND SPORTS COMPLEX**

THIS AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_\_ 2008 by and between the County of Otsego, whose address is 225 W. Main Street, Gaylord, Michigan 49735 (hereafter "County") and the Otsego County Sportsplex, a Michigan non-profit corporation, whose address is 1250 Gornick Ave, Gaylord, Michigan 49735 (hereafter "Sportsplex")

**Recitals**

- A. WHEREAS, the County owns the Otsego County Sportsplex property, facilities and contents;
- B. WHEREAS, the Sportsplex has been incorporated pursuant to the provisions of Act 162 of the Michigan Public Acts of 1982, as amended, to construct, equip, lease or own, manage and operate a recreational and sports complex in the County, which includes, without limitation, an indoor ice skating rink and swimming pool for use by residents of the County and the public; and
- C. WHEREAS, on August 2, 1994; the electors of the County authorized the County Board of Commissioners to levy a tax of not to exceed .80 mills (\$.80 per \$1,000) for a period of 12 years, 1994 through 2005, inclusive (the "Capital Improvement Millage") to provide the funds required to acquire or construct, furnish, and equip a recreational and sports complex which would include an indoor ice skating rink and swimming pool for use by the residents of the County and the public; and
- D. WHEREAS, on November 7, 2006, the electors of the County also authorized the County Board of Commissioners to levy a tax of not to exceed .25 mills (\$.25 per \$1,000) for a period of five years, 2006 through 2010 inclusive (the "Sportsplex Operating Millage") to provide the funds required to operate the recreational and sports complex; and
- E. WHEREAS, the County has had an agreement since 1995 with the Sportsplex to operate the Sportsplex;
- F. WHEREAS, the County wishes to continue to hire the Otsego County Sportsplex to operate the Sportsplex;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

## Agreement

1. TERM. The term of this Agreement shall commence on February 6, 2008, and shall terminate at the end of five (5) years thereafter, unless extended or terminated in accordance with the provisions hereof.

In the event that either the Sportsplex Director or the Parks and Recreation Director officially announce his/her retirement, the County may terminate this Agreement by giving written notice 120 days prior to the intended termination date.

2. SPORTSPLEX DUTIES & REQUIREMENTS. The Sportsplex agrees to follow the following rules & procedures:

- A. Annual Budget. (i) Prior to September 1, 2008 and to each September 1st thereafter, Sportsplex shall prepare and present to the County a proposed budget for the operation of the Sportsplex for the subsequent fiscal year beginning January 1st.

The budget shall estimate the maximum amount of revenue which the County can obtain from: (1) the Sportsplex Operating Millage during the next fiscal year, (2) any unexpended amounts from the prior year's operations, (3) estimated revenues from fees and charges proposed to be charged for the operation of the Sportsplex facility for such year, and (4) other sources including, but not limited to, gifts, grants, and donations.

Prior to December 31 each year, the Board of Commissioners shall approve a final budget for the operation of the Sportsplex facility which approval shall be accompanied by a resolution authorizing the levy of such amount of the Sportsplex Operating Millage as the Board of Commissioners deems appropriate. In addition, if sufficient money remains after payment of principal and interest due from the Capital Improvement Millage levied for such purposes, the Board of Commissioners may authorize its expenditure for capital improvement purposes after a request is received from Sportsplex. This authorization can be included in the final budget or in a separate resolution adopted by the Board of Commissioners.

If the Board of Commissioners fails to approve the budget by December 31st, Sportsplex shall submit a plan for closing the Sportsplex facility and on the following January 1<sup>st</sup> shall vacate the Sportsplex facility until the County Board of Commissioners approves the budget.

- B. Balanced Budgets and Corrections of Quarterly Deficits. Sportsplex agrees to operate the Sportsplex facility within the budgets approved by the Board of Commissioners. Should any quarter's operations result in a

deficit for such quarter, Sportsplex agrees to (a) immediately meet with the Otsego County Budget & Finance Committee to develop a satisfactory deficit correction plan, which may include increased fees or reduced expenses, or (b) should this action prove to be insufficient to correct the deficit operations, Sportsplex agrees increase fee revenue sufficiently to insure that the deficit will be repaid in the next two quarters.

- C. Failure to Operate Without a Deficit. Should Sportsplex fail to operate the Sportsplex facility within a balanced budget for more than six months, the County shall have the right to terminate this agreement.
- D. Fixing and Revising Rates; Rate Covenant. Sportsplex shall propose rates and charges for the use of the Sportsplex facility by residents of the County and the general public. Sportsplex covenants to propose rates and charges which will be sufficient, after taking into account the tax revenues expected to be appropriated by the County pursuant to Section 2 hereof, and including revenue from any other sources, to provide for the payment of the administration and operation expenses of the Sportsplex facility, such expenses for maintenance as may be necessary to preserve the Sportsplex facility in good repair and working order and expenses incurred in any subsequent expansion of the Sportsplex facility; and to provide for such other expenditures and funds for the Sportsplex facility as are required by this Agreement. After approval of the County, rates shall be fixed and revised from time to time by Sportsplex to produce the foregoing amounts, and Sportsplex covenants and agrees to maintain at all times such rates for services furnished by the Sportsplex facility as shall be sufficient to provide for the foregoing.
- E. Operating Year. The Sportsplex shall be operated on the basis of an operating year which shall coincide with the County's fiscal year.
- F. Establishment of Funds and Accounts; Flow of Funds. All operating revenues from the Sportsplex, including such operating tax revenues appropriated by the County, may be used by Sportsplex to meet its obligations under this Agreement and shall be deposited as collected and set aside in a depository account to be known as the "receiving fund, and shall be transferred periodically in the manner and at the times and in the order of priority hereinafter specified:
1. Operation and Maintenance Fund. All revenues received from the Sportsplex shall be set aside as collected in a fund to be designated "operation and maintenance fund." Operating tax revenues shall be deposited in the Fund as follows: on March 1st, such taxes as have been received by the County Treasurer by that time, and on May 1st, or as soon thereafter as the county Treasurer receives such taxes from the

delinquent tax revolving fund, the balance of such taxes. Every quarter from the revenues in the receiving fund, there shall first be set aside in the operation and maintenance fund, such amount as is required, taking into account the monies expected to be received from the Sportsplex operating levy, to provide for the payment of the Sportsplex's current expenses of administration, operation, and such maintenance as may be necessary on a quarterly basis to preserve the Sportsplex in good repair and working order.

2. Capital Improvement Fund. Out of the remaining revenues in the receiving fund, there may be next set aside in the capital improvement fund such sums as Sportsplex may deem advisable. All monies in the capital improvement fund shall be used solely for capital improvements such as capital purchases, equipment (including Zambonis), and repairs, replacements, improvements, enlargements or extensions to the Sportsplex.

3. Appropriations of operating moneys or capital improvement moneys from the County. Any amount of operating moneys which are appropriated to the Sportsplex by the Board of Commissioners from the Sportsplex Operating Millage may be used for operations or capital improvements so long as the expenditures are included in the budget required by Section 2, Subsection A, or approved by a specific resolution of the Board of Commissioners.

4. Surplus Fund. Subject to having been approved in the budget required by Section 2, Subsection A, or to a specific approval by the Board of Commissioners, revenues remaining in the receiving fund at the end of any fiscal year after all periodic transfers have been made therefrom as above required shall be deemed to be surplus and may be left in the receiving fund or may be transferred to a fund to be designated "surplus fund" and subsequently transferred to any of the funds herein authorized. All revenues raised by rates and charges for use of the Sportsplex shall be used solely for the Sportsplex.

- G. INVESTMENTS. All monies in the Sportsplex funds shall be deposited with a bank or trust company designated by the County and approved by Sportsplex. The monies in the several funds of the Sportsplex may be kept in one bank account, in which event the monies in the bank account shall be allocated on the books and records to the respective funds as herein provided. Monies in the several funds and accounts shall be invested by the County Treasurer as authorized by law.
- H. REPAIRS. Sportsplex shall, at all times during the term of this Agreement, keep the Sportsplex and the premises in good condition and repair, shall make all necessary and desirable repairs, restorations and replacements

thereof, structural and nonstructural, seen or unforeseen, and shall use all reasonable precautions to prevent waste, damage or injury. Sportsplex shall also maintain in good repair and free from dirt, snow, ice, rubbish and other obstructions or encumbrances, the sidewalks, parking areas, yards, plantings, gutters and curbs in front of and adjacent to the premises.

- I. OPERATION AND MAINTENANCE. Sportsplex shall, at all times during the term of this Agreement, operate and maintain the Sportsplex and the premises. Operation and maintenance shall include (but not be limited to) the providing of all utilities, snow removal, exterior ground care and all personnel services, equipment and supplies of whatever nature as shall be necessary or expedient for the operation and maintenance of the Sportsplex and the premises. Premiums for insurance required to be carried upon or with respect to the Premises or the use thereof and taxes or assessments levied upon any party hereto on account of the ownership or use thereof or rentals or income therefrom shall likewise be deemed operation and maintenance expenses. Sportsplex may employ such persons in such capacities as it deems advisable and may make such rules and regulations as it deems advisable and necessary to assure the efficient management and operation of the Sportsplex.
  - J. ALTERATIONS. After approval of the Board of Commissioners, Sportsplex may make such alterations, changes, additions or improvements in or to the interior or exterior of the Sportsplex or premises as it shall determine to be beneficial to the Sportsplex. Sportsplex shall make any changes or alterations in, on or about the Sportsplex which may be required by any applicable statute, charter, ordinance or governmental regulation or order. All alterations and improvements shall be at Sportsplex's sole expense. All alterations and improvements shall be the property of the County and shall remain upon and be surrendered to the County with the Sportsplex and the premises at the termination of this Agreement. Sportsplex shall save the County and the members of the Board of Commissioners harmless and free from all cost or damage in respect to any alterations to the Sportsplex or the premises.
3. COUNTY PERFORMANCE OF REPAIRS AND MAINTENANCE. In the event that Sportsplex fails or neglects to make all necessary repairs or to properly maintain the Sportsplex or the premises or fulfill its other obligations as set forth in this Agreement, the County or its agents may, but are not in any way obligated to make such repairs, maintaining the Sportsplex and premises, or fulfilling such obligations. All costs and expenses incurred as a consequence of the County's actions shall be repaid by Sportsplex to the County within thirty days after Sportsplex receives copies of the receipts showing payment by the County for such repairs, maintenance or other obligations. Except in the case of emergency, the County shall give Sportsplex ten days written notice before taking any such

action.

4. **INDEMNIFICATION.** The Sportsplex hereby agrees to defend, release, indemnify and save harmless the County, its officers, agents and employees from and against (a) any and all loss of or damage to property or injuries to or death of any person or persons, including property and employees or agents of the County, and (b) any and all claims, demands, suits, actions, liabilities, costs, expenses, or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of the condition, occupation, maintenance, alteration, repair, use, or operation of the premises or any part of it. The Sportsplex's obligations set out in this paragraph shall survive the termination of this Agreement.
5. **INSURANCE.** The following insurance policies shall be obtained and kept in force during the entire term of this Agreement:
  - A. **Property Insurance.** The County shall provide, to be paid by the Sportsplex, property insurance which shall cover all real and personal property on the premises on a 100% replacement cost basis. Such policy shall be on an all risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without limitation, flood, theft, vandalism, and malicious mischief.
  - B. **Liability Insurance.** The County shall provide commercial general liability insurance, excepting Subsection C below, to be paid by the Sportsplex.
  - C. **Employee/Board Liability Insurance.** The Sportsplex shall maintain, at its cost, liability insurance coverage for employees of the Sportsplex, its Board of Directors, and its operations. Such policy shall name the County as additional insured.
  - D. **Motor Vehicle Insurance.** The Sportsplex shall maintain, at its cost, motor vehicle insurance for all Sportsplex vehicles. Such policy shall name the County as additional insured.
  - F. **Workers Disability Insurance.** The Sportsplex shall maintain, at its cost, worker's disability insurance.
6. **DAMAGE OR DESTRUCTION.** In the event of the partial or total destruction of the Sportsplex facility during or after construction, or if the Sportsplex facility is for any reason made unusable, Sportsplex shall have no duty to operate the Sportsplex facility until it is repaired. Sportsplex shall give the County immediate notice of any damage or destruction.

If the County determines that it is in their best interest to repair, restore, or

replace the Sportsplex facility, the County shall cause the prompt repair, replacement, and rebuilding of the Sportsplex facility. In such event, all Insurance proceeds received by the County or the Authority, on account of such damage or destruction, less the actual cost, fees and expenses, if any, incurred in connection with adjustment of the loss, shall be deposited in the capital improvement fund and applied to pay for the cost of the restoration, including the cost of temporary repairs or for the protection of property pending the completion of permanent restoration, and shall be paid out from time to time as restoration progresses.

In no event shall the County be required to repair, replace, or rebuild the Sportsplex facility, nor to pay any of the costs or expenses thereof beyond or in excess of any insurance proceeds, plus any funds that Sportsplex contributes. To the extent the estimated cost of repairs exceeds the amount of any insurance proceeds, Sportsplex may pay such costs or expenses of repairs beyond or in excess of any insurance proceeds. Such amounts shall be deposited in the capital improvement fund prior to commencement of such repairs or restoration. If the actual costs of such repairs or restoration is less than the estimated cost, the amount of such excess, including any excess insurance proceeds, shall remain on deposit in the capital improvement fund. If the actual costs exceed the estimated cost, the County shall pay such additional amounts, which shall be reimbursed by Sportsplex as soon as there are sufficient Sportsplex revenues to do so after payment of operation and maintenance.

7. OPERATIONAL INTEGRITY. The County covenants and agrees with Sportsplex, subject to the performance by Sportsplex of all of the terms, covenants, and conditions of this Agreement to permit Sportsplex to operate the Sportsplex for the County.
8. INSPECTION. Without notice, the County, through its officers, employees or agents, may enter upon the Sportsplex at any time during the term of this Agreement for the purpose of inspecting the Sportsplex and determining whether Sportsplex is complying with the covenants, agreements, terms, and conditions hereof.
9. SPORTSPLEX REPRESENTATIONS AND WARRANTIES. Sportsplex represents and warrants that:
  - a. Sportsplex is a Michigan nonprofit corporation which is exempt from federal income taxation under Section 501(c) (3) of the Code, duly organized, validly existing, and in good standing under the laws of the State of Michigan.
  - b. Sportsplex has all requisite corporate power and authority to lease and operate the Sportsplex and carry on its business as now conducted and as Sportsplex contemplates such business to be conducted in the future.

c. The execution, delivery, and performance by Sportsplex of this Agreement is within its corporate powers, has been duly authorized by all necessary action, and does not contravene or constitute a default under any provision of applicable law or regulations or of the Articles of Incorporation or Bylaws of Sportsplex, or of any agreement, judgment, injunction, order, decree, or other instrument binding upon it.

d. The officers of Sportsplex who will execute this Agreement, and all other documents, instruments, and agreements required to be delivered or contemplated hereunder are or will be duly authorized to execute the same.

e. This Agreement constitutes a valid and binding agreement of Sportsplex, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the enforcement of creditors' rights and by general principles of equity.

f. There is no action, suit, or proceeding pending or, to the knowledge of Sportsplex, threatened against Sportsplex before any court or arbitrator or any governmental body, agency, or official in which an adverse decision would materially and adversely affect the ability of Sportsplex to make any of its payment obligations under this Agreement or which in any manner questions the validity of this Agreement.

10. SPORTSPLEX COVENANTS. Sportsplex covenants and agrees that so long as this Agreement shall remain in effect and until the full and final payment and performance of all obligations hereunder, unless the County waives compliance in writing:

a. Sportsplex will promptly inform the County of any occurrence which constitutes an event of default as defined in this Agreement or which, with the giving of notice or the lapse of time, or both, would constitute such an event of default and of any other occurrence which materially affects its financial condition adversely or its ability to comply with its obligations under this Agreement.

b. It is expected that the premises will be exempt from payment of real estate taxes. To the extent that the premises or the Sportsplex become subject to any form of ad valorem taxation, Sportsplex shall pay and discharge, before the same become delinquent, all taxes and assessments of whatever nature which may be levied or assessed against the premises or the Sportsplex, unless and to the extent only that such taxes or assessments shall be contested in good faith by appropriate proceedings and Sportsplex shall have set aside on its books adequate reserves with respect thereto.

c. Sportsplex shall maintain its existence as a Michigan nonprofit corporation in good standing in the State of Michigan and shall comply with all governmental

laws, regulations, and orders applicable to it, the failure to comply with which would have a material adverse effect on the financial condition, business, or operations of Sportsplex or would affect the validity or enforceability of this Agreement.

d. Sportsplex shall maintain its tax-exempt status under federal income tax laws and regulations and none of its revenues, income or profits, either realized or unrealized, and none of its other assets or property will be distributed to any of its employees, or inure to the benefit of any private person, association or corporation, other than for the lawful corporate purpose of Sportsplex.

e. Subject to Section 20(b) hereof, Sportsplex shall not create or permit to exist any lien, mortgage, pledge, or other encumbrance on the premises.

11. ENVIRONMENTAL MATTERS. Sportsplex will not permit any of the premises to be contaminated or the source of contamination of any other property, by any substance that is now or hereafter regulated by or subject to any applicable federal, state, or local law, ordinance, rule, regulation or order that regulates or is intended to protect public health or the environment or that establishes liability for the investigation, removal, or clean up of, or damage caused by, any environmental contamination, including, without limitation, any law, ordinance, rule, regulation, or order that regulates or prescribes requirements for air quality, water quality, or the disposition, transportation, or management of waste materials or toxic substances (the foregoing are collectively referred to herein as "environmental laws")

At its sole cost and expense, Sportsplex shall; (1) pay when due the cost of compliance with all relevant environmental laws; (2) keep the premises free of any lien imposed pursuant to any environmental laws; and (3) furnish the County with any reports on environmental assessments/audits of the premises.

Sportsplex shall indemnify and hold the County and the members of the Board of Commissioners, and its agents, officers, and employees, harmless from and against all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable attorney's fees, that shall be asserted against or incurred by any of the foregoing by reason of (a) any representation or warranty by Sportsplex in this section being inaccurate in any material respect; (b) any failure of Sportsplex to perform any of its obligations under this section; or (c) any past, present, or future condition or use of any part of the premises (whether known or unknown), other than an "excluded condition or use", including without limitation, liabilities arising under any environmental law. An "excluded condition or use" of the premises is one that (A) does not exist or occur, to any extent, at any time before Sportsplex has permanently given up possession and control of the premises, and (B) was not caused, or permitted to exist, in whole or in part, by any act or omission of Sportsplex. Indemnification of the County under this section shall not limit any other

right or remedy that is available to the County. The indemnification under this section shall survive the termination of this Agreement.

12. DEFAULT AND TERMINATION. Each of the following shall constitute an event of default:

- a. Sportsplex fails to submit and operate within the budgets required by Section 2.
- b. Sportsplex fails to pay when due any amounts paid by the County for repairs or maintenance pursuant to this Agreement, and such failure shall continue for thirty days after notification from the County of the obligation by Sportsplex to make such payments.
- c. Any representation or warranty made by Sportsplex in this Agreement, or which is contained in any certificate or other document delivered at any time pursuant to this Agreement proves to have been incorrect or incomplete in any material respect when made or deemed to be made.
- d. Sportsplex fails to observe or perform any covenant or agreement contained in this Agreement or in any certificate or other document delivered pursuant to this Agreement (other than those covered by clauses a and b above) for thirty days after written notice thereof shall have been given to Sportsplex by the County.
- e. Sportsplex files a petition in bankruptcy, insolvency, dissolution or for reorganization or arrangement under the laws of the United States or of any state, or voluntarily takes advantage of any such law or act or is dissolved or makes an assignment for the benefit of creditors.
- f. If involuntary proceedings under any bankruptcy law or insolvency act or for the dissolution of a corporation are instituted against Sportsplex or if a receiver or trustee is appointed for all or substantially all of the property of Sportsplex and such proceedings are not dismissed or such receivership or trusteeship vacated within ninety days after such institution or appointment.
- g. Sportsplex ceases to operate the Sportsplex or indicates its intention to do so.

13. REMEDIES IN EVENT OF DEFAULT. Remedies in Event of Default. If any event of default as defined in this Agreement shall occur and be continuing:

- a. The County shall have the right, but not the obligation, to take any of the following action:
  - (i) The County may terminate this Agreement, or without terminating this

prohibits Sportsplex from entering the premises.

(ii) As principal tenant of the Authority, the County shall have the right to enter the premises at all times.

(b) Sportsplex shall have the duty to promptly transfer or assign to the County all money, bank accounts, and assets of any kind related to operation of the Sportsplex upon any event of default.

The rights provided for in this Section 12 are cumulative and are not exclusive of any other rights, powers, privileges, or remedies provided by law or in equity.

14. WAIVER. No assent, expressed or implied, to any breach of any one or more of the terms and conditions of this Agreement shall be deemed to be or taken to be by the County or Contractor as a waiver of any subsequent breach of such terms and conditions or of any right the County or Contractor may have for damages.
15. OPTION TO RENEW. Upon expiration of the initial term of this Agreement, the County shall have the option of extending the initial term hereof for a maximum of two additional renewal terms of five years each.
16. ASSIGNMENT. Sportsplex agrees not to sell, assign, mortgage, pledge or in any way transfer this Agreement or permit anyone other than the general public to use the premises, in whole or in part, except as set forth in this Agreement.
17. AMMENDMENT. This Agreement contains the entire understanding and agreement of the parties as to the subject matter hereof and may be amended only by written agreement of all parties who are then bound by the terms hereof.
18. NOTICES. All notices, requests, and other communications to any party hereunder shall be in writing and shall be given to such party at its address set forth below or such other address as such party may hereafter specify:  
  
If to Sportsplex: Otsego County Sportsplex  
1250 Gornick Avenue  
Gaylord, MI 49735  
Attn: Sportsplex Director  
  
If to the County: County of Osego  
225 W. Main Street, Room 203  
Gaylord, MI 49735  
Attn: County Administrator
19. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this Agreement, the Contractor agrees not to fail or refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation,

terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

20. COMPLIANCE WITH LAWS. The Contractor shall comply with all provisions of federal, state, municipal, local and departmental laws, ordinances, rules, regulations, and orders which would affect the Agreement and the performance thereof and those engaged therein. This includes obtaining all applicable permits and licenses. If necessary, the County administrator will provide the Contractor with reasonable assistance in obtaining any required County licenses or permits. However, the Contractor shall not apply for any permits or licenses in the name of, or on behalf of, the County. If during the term of this Agreement any unforeseeable changes in such laws, ordinances, rules and regulations, or orders occur which result in actual significant increased costs to the Contractor, the Contractor may submit to the County a written request for an equitable adjustment to reimburse it for such costs. The request shall include documentation of the costs claimed by Contractor, identification of the change in law, ordinance, rule, regulation or order which caused the increased costs, and a statement of the reasons why the change was not reasonably foreseeable and the reasons why the change caused the increased costs. The County administrator may in his discretion grant or deny an equitable adjustment after review of the information submitted by the Contractor.
21. SEVERABILITY. If any, part, portion or provision of this Agreement shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental authority having authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions and provisions of this Agreement shall remain in full force and effect.
22. HEADINGS. The heading contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
23. ENTIRE AGREEMENT. The parties acknowledge and agree that the provisions contained herein constitute the entire agreement between the parties as to the subject hereof, and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement shall be valid unless they are contained in an instrument, which is executed by all the parties with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESSES

\_\_\_\_\_

\_\_\_\_\_

COUNTY OF OTSEGO

By: \_\_\_\_\_

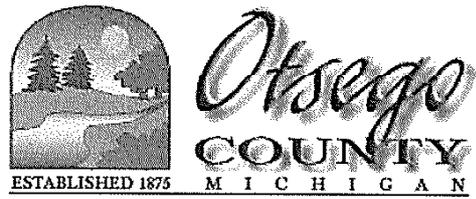
John M. Burt

Its: Otsego County Administrator

SPORTSPLEX

By: \_\_\_\_\_

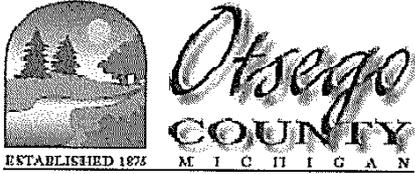
Its:



February 26, 2008  
Agenda

6. Consent Agenda. A. Personnel Committee Recommendation
  1. Assistant County Park Manager

Move to reclassify the Assistant County Park Manager position as Pay Grade 5 to be paid out of the Parks & Recreation Commission Fund (208).



## Capital Asset Disposal Policy

### PURPOSE

The purpose of this policy is to provide a guide on how to dispose of County-owned capital assets.

### POLICY

For purposes of this policy, capital assets are tangible and intangible assets that are used in operations and that have initial useful lives that extend beyond one year. They include land, structures and improvements, infrastructure, and equipment.

All County assets retaining substantial value are generally to be disposed of either through the Auction or via bid solicitation. Substantial value is defined as an estimated value, on the date of disposal, that is equal to or greater than 10% of the original purchase price.

Assets can be traded for usable assets which have an equal or greater value. Such trades must be made via agreement signed by the County Board Chairman, the County Board Vice-Chairman, or the County Administrator.

Capital Assets that have negligible value may be disposed of without going through the bidding or Auction process. For the purpose of this policy, negligible value is defined as anything less than 10% of the asset's original purchase price.

The County Board of Commissioners must approve the disposal all County Capital Assets.

All items are to be sold "as-is" with no warranty(ies), express, implied or otherwise.

The Board of Commissioners has the discretion to determine the deposit location for any profits obtained from the sale of capital assets.

The following County Bill Of Sale will be signed by the buyer prior to transfer of any County assets.

Adopted: \_\_\_\_\_, 2008



## BILL OF SALE

FOR VALUE RECEIVED, OTSEGO COUNTY hereby sells and transfers unto

\_\_\_\_\_ of \_\_\_\_\_ (Buyer), and its successors and assigns forever, the following described goods and chattels:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Seller warrants and represents that it has good title to said property, full authority to sell and transfer same and that said goods and chattels are being sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.

Seller disclaims any implied warranty of condition, merchantability or fitness for a particular purpose. Said goods being in their present condition "as is" and "where is."

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

In the presence of: \_\_\_\_\_ (Witness)

\_\_\_\_\_  
Otsego County (Seller)

By signing, the Buyer acknowledges the aforementioned provisions of this sale and transfer.

\_\_\_\_\_  
Buyer



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**FUND/DEPARTMENT:** Sheriff Civil Division

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** Civil Division - correction of hrs + COLA

Account Number	Decrease	Increase
1010010 - 402000 - Prop. txs.	\$	\$ 15,176
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
101E302 - 703060 - Part-time	\$ 13,437	\$
" - 704200 - FICA	\$ 1,028	\$
- 704600 - Wk comp.	\$ 711	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$ 15,176	\$

Department Head Signature \_\_\_\_\_

Date \_\_\_\_\_

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

*[Signature]*  
Administrator's Signature

2/7/08  
Date

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

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

Posting Number \_\_\_\_\_



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**FUND/DEPARTMENT:** Administration

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 Svcs)

**REVENUE**

*Step increase - Administrator*

Account Number	Decrease	Increase
6450050 - 400001 - From Fund	\$	\$ 5,049
- - Balance	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$ 5,049

**EXPENDITURE**

Account Number	Increase	Decrease
645E172 - 703010 - Salary-Director	\$ 3,965	\$
" - 704140 - Life+Disab.	\$ 31	\$
" - 704200 - FICA	\$ 303	\$
" - 704300 - Retirement	\$ 431	\$
" - 704600 - Wk Comp	\$ 19	\$
- -	\$	\$
<b>Total</b>	\$ 5,049	\$

Department Head Signature

Date

*[Signature]*  
Administrator's Signature

2/7/08  
Date

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

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY  
BUDGET AMENDMENT**

P. 1 of 3

**FUND/DEPARTMENT:** Plan/Zon + Bldg. Dept

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

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

*zoning officer to full-time*

**REVENUE**

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
101E721 - 703030 - hourly	\$ 18,787	\$
" - 703040 - part-time	\$	\$ 10,020
" - 704110 - Hospitaliz.	\$ 7,649	\$
" - 704140 - Life + Disab.	\$ 491	\$
" - 704200 - FICA	\$ 645	\$
" - 704300 - Retirement	\$ 1,147	\$
<b>Total</b>	\$	\$

Department Head Signature \_\_\_\_\_

Date \_\_\_\_\_

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

*[Signature]*  
Administrator's Signature \_\_\_\_\_

2/7/08  
Date \_\_\_\_\_

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

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

Posting Number \_\_\_\_\_



**OTSEGO COUNTY  
BUDGET AMENDMENT**

P. 2 of 3

**FUND/DEPARTMENT:** \_\_\_\_\_

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**

Account Number	Decrease	Increase
1010010 - 402000 - Prop. txs.	\$	\$ 18,980
- -	\$	\$
2490060 - 451010 - Bldg Permits	\$	\$ 20,159
- -	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
101EB1 - 704500 - Unempl.	\$ 100	\$
" - 704600 - Wk comp	\$ 181	\$
- -	\$	\$
249EB71 - 703060 - Part-time	\$	\$ 10,020
" - 703030 -	\$ 18,787	\$
" - 704110 - Hospitaliz.	\$ 7,647	\$
<b>Total</b>	\$	\$

Department Head Signature \_\_\_\_\_

Date \_\_\_\_\_

**Finance Department**

Entered: \_\_\_\_\_

By: \_\_\_\_\_

*[Handwritten Signature]*

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

Date \_\_\_\_\_

2/7/08

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

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

Posting Number \_\_\_\_\_



**OTSEGO COUNTY  
BUDGET AMENDMENT**

P.3083

**FUND/DEPARTMENT:** \_\_\_\_\_

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**

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
249E371- 704140 - Life+Disab.	\$ 476	\$
" - 704200 - FICA	\$ 646	\$
" - 704300 - Retirement	\$ 2,458	\$
" - 704600 - wk comp.	\$ 163	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Posting Number



**OTSEGO COUNTY  
BUDGET AMENDMENT**

P. 1 of 4

**FUND/DEPARTMENT:** Equaliz./ Delq. tax

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** Homestead Audit Project Staffing

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
<u>249E371 - 703030 - hourly</u>	\$	\$ 11,496
<u>- 704800 - Sick leave</u>	\$	\$ 619
<u>- 704200 - FICA</u>	\$	\$ 829
<u>- 704600 - Wk Comp</u>	\$	\$ 236
<u>- 704300 - Retirement</u>	\$	\$ 1,395
<u>- 704110 - Hospitaliz.</u>	\$	\$ 7,327
<b>Total</b>	\$	\$

Department Head Signature

Date

**Finance Department**

Entered:

By:

*[Signature]*

2/7/08

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY  
BUDGET AMENDMENT**

P. 2 of 4

**FUND/DEPARTMENT:** \_\_\_\_\_

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**

Account Number	Decrease	Increase
2490260 - 451010 - Bldg Permits	\$ 22,302	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
249E371 - 704500 - Unemplmt	\$	\$ 400
- -	\$	\$
516E253 - 703030 - hourly	\$ 12,272	\$
- 703050 - Longevity	\$ 225	\$
- 704110 - Hospitaliz.	\$ 7,284	\$
- 704140 - Life-Disab.	\$ 83	\$
<b>Total</b>	\$	\$

Department Head Signature \_\_\_\_\_

Date \_\_\_\_\_

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

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

Date \_\_\_\_\_

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

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

Posting Number \_\_\_\_\_



**OTSEGO COUNTY  
BUDGET AMENDMENT**

*P. 3 of 4*

**FUND/DEPARTMENT:** \_\_\_\_\_

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**

Account Number	Decrease	Increase
5160050 - 400001 - From Fund	\$	\$ 23,095
- - Balance	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
516E453 - 704200 - FICA	\$ 889	\$
- 704300 - Retirement	\$ 1489	\$
- 704500 - Unempl.	\$ 200	\$
- 704600 - Wk comp	\$ 58	\$
- 704800 - Sick pay	\$ 595	\$
- -	\$	\$
<b>Total</b>	\$	\$

Department Head Signature \_\_\_\_\_

Date \_\_\_\_\_

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

Date \_\_\_\_\_

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

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

Posting Number \_\_\_\_\_

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



**OTSEGO COUNTY  
BUDGET AMENDMENT**

*P. 4 of 4*

**FUND/DEPARTMENT:** \_\_\_\_\_

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**

Account Number	Decrease	Increase
1010257 - 642040 - Sales - Gen.	\$	\$ 992
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$ 992

**EXPENDITURE**

Account Number	Increase	Decrease
1010257 - 703030 - hourly	\$ 775	\$
- 704140 - Life + Disab.	\$ 6	\$
- 704200 - FICA	\$ 59	\$
- 704300 - Retirement	\$ 94	\$
- 704600 - Wk comp	\$ 16	\$
- 704800 - Sick Pay	\$ 42	\$
<b>Total</b>	\$ 992	\$

Department Head Signature \_\_\_\_\_

Date \_\_\_\_\_

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

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

Date \_\_\_\_\_

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

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

Posting Number \_\_\_\_\_

02/19/2008  
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OTSEGO COUNTY  
PREPAID INVOICE LIST

PG 1  
apwarrrt

WARRANT: B2008-8 C2/19/2008

VENDOR VENDOR NAME R INVOICE PO TYPE DUE DATE AMOUNT VOUCHER CHECK COMMENT

CASH ACCOUNT: 0001A 001000 CASH

4312 HOLIDAY INN EXPR 00000 65057562

INV 02/14/2008

77.63 31564

183395 SHERIFF MTG

77.63 CASH ACCOUNT 0001A 001000 TOTAL

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 2  
apwarrnt

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2008-8 02/19/2008

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
2058 IMPREST CASH-OTSEGO	GARN	00002		INV	02/19/2008				
- 101E11	930150	CIRCT CT		SVC CHGS		247.13	1-31-08	31585	
						247.13			
						CHECK TOTAL			
1015 A&L IRON		00000		INV	02/12/2008				
- 0701L	271000	GEN AGENCY		RESTITUT		25.00	74543	31550	
						25.00			
						CHECK TOTAL			
1570 ALLTEL		0000037100814		INV	02/14/2008				
- 249E371	930230	BUILDING		CELL PH		80.24	020408	31568	
1570 ALLTEL		00000		INV	02/19/2008				
1 212E450	930210	ANM CIRCL		TELEPHONE		28.11	020408ADMIN	31616	
2 637E265	930210	BLDG JRNDS		TELEPHONE		84.93			
3 645E172	930230	ADMIN		CELL PH		40.08			
1570 ALLTEL		00000		INV	02/19/2008				
1 249E371	930230	BUILDING		CELL PH		27.08	FEB0408	31615	
2 261E427	930230	EMGR SVCS		CELL PH		29.18			
						153.12			
						56.26			
						289.62			
						CHECK TOTAL			
1570 ALLTEL		00001		INV	02/24/2008				
1 101E131	930210	CIRCT CT		TELEPHONE		96.86	FE3-2008	31586	
						96.86			
						CHECK TOTAL			
1504 AMERICAN FIDELITY ASSURAN		00001		INV	02/19/2008				
1 0704L	231285	PAYROLL		COURT AFA		223.66	FE3-2008	31594	
						223.66			
						CHECK TOTAL			
5136 AMANDA BEATTY		00000		INV	02/12/2008				
1 0701L	271000	GEN AGENCY		RESTITUT		100.00	74161	31555	
						100.00			
						CHECK TOTAL			
5687 ANN BERRY		00000		INV	02/13/2008				
1 0701L	271000	GEN AGENCY		RESTITUT		15.69	DAUTEL--	31561	
						15.69			
						CHECK TOTAL			
1044 CARTERS FOOD CENTER		00001		INV	02/12/2008				
1 0701L	271000	GEN AGENCY		RESTITUT		1.45	74567	31551	
						1.45			
						CHECK TOTAL			

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 3  
apwarrnt

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2008-8 02/19/2008

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
3404	CHARTER COMMUNICATIONS		000053700805	INV	02/19/2008				
	1 281E537 940010		AIRPORT	OUTSIDE		100.05	AIRP-0108	31606	
						CHECK TOTAL			1.45
1059	CONSUMERS ENERGY		00000	INV	02/19/2008				
	1 637E265 930620		ALPCT BLDG GRNDS	ELECTR.C		8.00	1203000108	31613	
1059	CONSUMERS ENERGY		00000	INV	02/14/2008				
	1 637E265 930620		LNDUS BLDG GRNDS	ELECTRIC		349.20	1812040108	31578	
1059	CONSUMERS ENERGY		000053700800	INV	02/19/2008				
	1 281E537 930620		AIRPORT	ELECTRIC		449.30	37900070108	31607	
1059	CONSUMERS ENERGY		000053700802	INV	02/19/2008				
	1 281E537 930620		AIRPORT	ELECTRIC		50.53	37910050108	31608	
1059	CONSUMERS ENERGY		000053700803	INV	02/19/2008				
	1 281E537 930620		AIRPORT	ELECTRIC		47.79	38176020108	31609	
1059	CONSUMERS ENERGY		00000	INV	02/14/2008				
	1 637E265 930620		CRTHS BLDG GRNDS	ELECTRIC		2,481.20	40510060108	31577	
1059	CONSUMERS ENERGY		000021200817	INV	02/19/2008				
	1 212E430 930620		ANM CTRL	ELECTRIC		286.83	7730020108	31610	
1059	CONSUMERS ENERGY		00000	INV	02/19/2008				
	1 637E265 930620		ALPCT BLDG GRNDS	ELECTRIC		5,171.71	81080010108	31614	
						CHECK TOTAL			5,171.71
1562	CORECOMM		00000	INV	02/23/2008				
	1 101E131 930210		CIRCT CT	TELEPHONE		21.75	FEB-2008	31591	
						CHECK TOTAL			21.75
4857	CRIME VICTIM SERVICES CON		00000	INV	02/12/2008				
	1 0701L 271000		GEN AGENCY	RESTITUT		50.00	74726	31554	
						CHECK TOTAL			50.00
4859	CRIME VICTIM SERVICES CON		00000	INV	02/12/2008				
	1 0701L 271000		GEN AGENCY	RESTITUT		72.00	74686-74719	31536	
						CHECK TOTAL			72.00

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 4  
apwarrnt

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2008-8 02/19/2008

VENOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1065	CROSSROADS INDUSTRIES 0701L 271000	00000	GEN AGENCY	INV RESTITUT	02/12/2008	100.00	74618	31539	
						100.00			
						CHECK TOTAL			
4422	DMC CONSULTING INC 1 101E111 726000 2 101E3C1 726000	00000	CIRCT CT SHERIFF	INV SUPPLIES SUPPLIES	02/19/2008	381.00	004714	31595	
						381.00			
						CHECK TOTAL			
1492	DTE ENERGY 1 637E265 930610 ALPCT BLDG GRNDS	00000	BLDG GRNDS	INV NATURL GAS	02/14/2008	4,508.24	0000180103	31573	
1492	DTE ENERGY 1 637E265 930610 LNDUS BLDG GRNDS	00000	BLDG GRNDS	INV NATURL GAS	02/14/2008	786.77	0000340103	31571	
1492	DTE ENERGY 1 588E659 930610	000059900884	OPERATIONS	INV NATURL GAS	02/19/2008	2,757.80	1000240103	31603	
1492	DTE ENERGY 1 212E430 930610	000021200824	ANM CPRL	INV NATURL GAS	02/19/2008	373.72	130000100108	31611	
1492	DTE ENERGY 1 637E265 930610 SILLI BLDG GRNDS	00000	BLDG GRNDS	INV NATURL GAS	02/14/2008	307.33	3000140103	31570	
1492	DTE ENERGY 1 281E537 930610	000033700809	AIRPORT	INV NATURL GAS	02/19/2008	1,143.28	6000140103	31605	
1492	DTE ENERGY 1 637E265 930610 CRTHS BLDG GRNDS	00000	BLDG GRNDS	INV NATURL GAS	02/14/2008	5,154.61	6000150108	31572	
1492	DTE ENERGY 1 637E265 930610 ALPCT BLDG GRNDS	00000	BLDG GRNDS	INV NATURL GAS	02/14/2008	1,136.60	6000430108	31574	
1492	DTE ENERGY 1 281E537 930610	000053700808	AIRPORT	INV NATURL GAS	02/19/2008	3,443.26	6000480108	31604	
1492	DTE ENERGY 1 637E265 930610 ALPCT BLDG GRNDS	00000	BLDG GRNDS	INV NATURL GAS	02/14/2008	701.96	6000680108	31575	
1492	DTE ENERGY 1 637E265 930610 ALPCT BLDG GRNDS	00000	BLDG GRNDS	INV NATURL GAS	02/14/2008	197.31	8000140108	31576	
						CHECK TOTAL			
1082	DUNNS	00001		INV	02/08/2008		SUPPLIES-	31533	
						197.31			
						20,510.88			

02/19/2008  
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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 5  
apwarrnt

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2008-8 02/19/2008

VENOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1	101E253 726000	TREASURER		SUPPLIES		178.32			
				CHECK TOTAL		178.32			
5096	EMPLOYERS MUTUAL 1 0701L 271000	00000 GEN AGENCY		INV 02/12/2008 RESTITUT		89.05	74578	31540	
				CHECK TOTAL		89.05			
4194	FARM BUREAU INSURANC 1 0701L 271000	00000 GEN AGENCY		INV 02/12/2008 RESTITUT		40.00	74590	31548	
				CHECK TOTAL		40.00			
2405	FIFESIDE INN 1 0701L 271000	00000 GEN AGENCY		INV 02/12/2008 RESTITUT		7.00	74567	31543	
				CHECK TOTAL		7.00			
3167	GAYLORD BOWLING CENTER 1 0701L 271000	00001 GEN AGENCY		INV 02/12/2008 RESTITUT		71.00	74568	31544	
				CHECK TOTAL		71.00			
1134	GAYLORD HERALD TIMES 1 617E253 726000	00000 TAX FORECL		INV 02/08/2008 SUPPLIES		52.05	ADD-PLACED	31534	
				CHECK TOTAL		52.05			
5104	PATRICIA GREKA 1 0701L 271000	00000 GEN AGENCY		INV 02/12/2008 RESTITUT		70.00	74682	31538	
				CHECK TOTAL		70.00			
5139	DANIEL HAJKOWICZ 1 0701L 271000	00000 GEN AGENCY		INV 02/12/2008 RESTITUT		55.00	72603-72740	31558	
				CHECK TOTAL		55.00			
1130	HAYES TOWNSHIP 1 0701L 274009	00001 GEN AGENCY		INV 02/08/2008 UNDST PILT		6,722.17	PAYMENT-LIEU	31565	
				CHECK TOTAL		6,722.17			
3171	MARCIA HODGE 1 0701L 271148 GDN	00000 GEN AGENCY		INV 02/19/2008 RESTITUT		60.00	FEB-2008	31583	
				CHECK TOTAL		60.00			



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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 7  
apwarrnt

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2008-8 02/19/2008

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1195 MICHIGAN OFFICEWAYS INC	101E253 726000	00000	TREASURER	INV SUPPLIES	02/08/2008	34.91	SUPPLY--S	31535	
				CHECK TOTAL		34.91			
205 MARGARET MONACO	101E131 930830	00000	CIRCT CT	INV CARE GIVER	02/19/2008	30.00	08-7877-GA	31584	
	2 101E131 930500		CIRCT CT	TRAVEL		4.80			
				CHECK TOTAL		34.80			
5137 TIMOTHY MCORE	1 0701L 271000	00000	GEN AGENCY	INV RESTITUT	02/12/2008	27.00	74474	31556	
				CHECK TOTAL		27.00			
4855 OTSEGO LAKE STATE PK	1 0701L 271000	00000	GEN AGENCY	INV RESTITUT	02/12/2008	20.00	74588	31545	
				CHECK TOTAL		20.00			
3688 ANGIE PERRY	1 0701L 271000	00000	GEN AGENCY	INV RESTITUT	02/13/2008	43.45	DAUTEL-	31562	
				CHECK TOTAL		43.45			
3604 PICNEER STATE MUTJAL	1 0701L 271000	00000	GEN AGENCY	INV RESTITUT	02/12/2008	1,250.00	69869-74545	31549	
				CHECK TOTAL		1,250.00			
1912 QWEST	1 637E265 930210	00000	BLDG GRNDS	INV TELEPHONE	02/19/2008	510.77	902866066	31601	
				CHECK TOTAL		510.77			
4777 CHRISTINE ROSS	1 0701L 271000	00000	GEN AGENCY	INV RESTITUT	02/12/2008	161.91	74553	31541	
				CHECK TOTAL		161.91			
1818 FRED & SHIRLEY ROSS	1 0701L 271000	00000	GEN AGENCY	INV RESTITUT	02/12/2008	41.50	74579	31547	
				CHECK TOTAL		41.50			
2993 GREG & KIMBERLY ROSS		00000		INV	02/12/2008	74580	74580	31546	

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 8  
apwarrnt

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2008-8 02/19/2008

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1	0701L 271000	GEN AGENCY		RESTITUT		8.50			
4257	SPREDDWAY SUPERAMERICA LIC	00000		INV	02/19/2008	CHECK TOTAL	JAN-2008	31602	
	1 645E172 930660	ADMIN		GAS		107.28			
	2 281E537 930660	AIRPORT		GAS		68.05			
	3 212E430 930660	ANM CIRL		GAS		363.83			
	4 637E265 930660	BLDG GRNDS		GAS		416.73			
	5 210E651 700000	AMBULANCE		CU EXPENSE		3,665.60			
	6 249E371 930660	BUILDING		GAS		492.40			
	7 101E301 930660	SHERIFF		GAS		3,151.99			
	8 293E689 930660	SOLDIERS		GAS		109.16			
	9 261E427 930660	EMGR SVCS		GAS		228.05			
				CHECK TOTAL		8,603.09			
				CHECK TOTAL		8,603.09			
4858	SUITER,RUSSELL,	00000		INV	02/12/2008	18.00	74587-74720	31537	
	1 0701L 271000	GEN AGENCY		RESTITUT		18.00			
				CHECK TOTAL		18.00			
2372	RICHARD SYGO	00000		INV	02/12/2008	22.00	74566	31542	
	1 0701L 271000	GEN AGENCY		RESTITUT		22.00			
				CHECK TOTAL		22.00			
1979	THERESA'S TRANSCRIPTION S	00000		INV	02/19/2008	105.75	9056	31596	
	1 101E131 801030	CIRCT CT		TECHNICAL		105.75			
				CHECK TOTAL		105.75			
1122	VERIZON NORTH	00001		INV	02/14/2008	913.59	0411150208	31569	
	1 637E265 930210	BLDG GRNDS		TELEPHONE		913.59			
				CHECK TOTAL		913.59			
1122	VERIZON NORTH	00001		INV	02/19/2008	16.00	8507190208	31612	
	1 637E265 930210	BLDG GRNDS		TELEPHONE		16.00			
				CHECK TOTAL		16.00			
				CHECK TOTAL		929.59			
3508	VILLAGE OF VANDERSILT TR3	00000		INV	02/08/2008	42.86	JAN-08-COLL	31566	
	1 0516A 026030	TAX07 DELQ TAX		TX REC DEL		42.86			
	2 5160170 445130	TAX07 FIN CHG/SV		INT TAXES		2.05			
				CHECK TOTAL		44.91			
				CHECK TOTAL		44.91			
4729	WOLFGANG,STEPHANIE	00000		INV	02/12/2008	74671	74671	31552	

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 9  
apwarrnt

CASH ACCOUNT: 0001A 001000 CASH WARRANT: B2008-3 02/19/2008

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1	0701L	271000	GEN AGENCY	RESTITUT		1,845.00			
						CHECK TOTAL	1,845.00		
							1,845.00		
70 INVOICES						WARRANT TOTAL	142,593.67		
						CASH ACCOUNT BALANCE	11,042,967.95		

02/21/2008  
13:27 MA3

JOYSEGO COUNTY  
PREPAID INVOICE LIST

PG 1  
apwarrnt

WARRANT: B2008-9 02/21/2008

VENDOR NAME	R	INVOICE	PO	TYPE	DJE DATE	AMOUNT	VOUCHER	CHECK COMMENT
CASH ACCOUNT. 0001A		001000	CASH					
1208 MERS	00000	1-2008		DD	02/20/2008	42,496.12	31619	148201 COUNTY RETIREMENT JANUARY
1946 PHARMACARE	00000	7004581-614		DD	02/20/2008	8,794.98	31620	148202 RX 2/1/08 - 2/15/08
						51,291.10		CASH ACCOUNT 0001A 001000 TOTAL

02/21/2008  
13:27 MAF

OTSEGO COUNTY  
DETAIL INVOICE LIST

CASH ACCOUNT: 0001A 001000 CASE

WARRANT: E2008-9 02/21/2008

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
3764 ANDERSON TACKMAN & CO. 1 588E699 940010		0000069900889	INV	02/21/2008	1,000.00		98654	31674	
		OPERATIONS OUTSIDE			CHECK TOTAL				
						1,000.00			
4306 ANIMAL CARE EQUIPMENT 1 212E430 726035		0000021200827	INV	02/21/2008	427.10		1076759	31703	
		ANM CTRL MEDICAL			CHECK TOTAL				
						427.10			
1026 ARTS AUTO ELECTRIC SERVIC 1 588E699 726050		0000069900875	INV	02/21/2008	232.08		124413	31685	
		OPERATIONS MAINT SUPP			CHECK TOTAL				
						232.08			
4914 BASIC COMMUNICATIONS 1 645E172 930230		0000017200801	INV	02/21/2008	39.98		GAY01IN202	31657	
		ADMIN CELL PH			CHECK TOTAL				
						39.98			
4547 BJ'S RENTAL & CATERING 1 101E351 930700		0000035100809	INV	02/21/2008	150.00		3801	31643	
		JAIL ROOM BOARD			CHECK TOTAL				
						150.00			
4411 BLUE CROSE BLUE SHIELD OF 1 101E351 930470		00001	INV	02/20/2008	41.66		122007INMATE	31627	
		JAIL INMT HEALT			CHECK TOTAL				
						41.66			
4550 BRECHEISEN DIESEL SERVICE 1 281E537 726050		0000033700807	INV	02/21/2008	103.45		AI94443	31691	
		AIRPORT MAINT SUPP			CHECK TOTAL				
						103.45			
1046 CDK GOVERNMENT INC 1 101E228 726090		0000022800800	INV	02/21/2008	51.55		JJT6712	31689	
		IT SUPPLIES			CHECK TOTAL				
						51.55			
1053 CHUCKS ELECTRIC OF GAYLOR 1 212E430 940010		0000021200816	INV	02/21/2008	119.00		790	31694	
		ANM CTRL OUTSIDE			CHECK TOTAL				
						119.00			
1051 CITY OF GAYLORD 1 637E265 920200		00000	INV	02/21/2008	20.59		01-16	31713	
		SILL. BLDG GRNDS H2O/SEWAGE			CHECK TOTAL				
						20.59			

02/21/2008  
13:27 MAF

OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 3  
apwarrnt

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: E2008-9 02/21/2008

VENOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
051	CITY OF GAYLORD	00000		INV	02/21/2008				
	1 637E265 920200 CRTHS BLDG 3RND			H2O/SEWAGE		855.33	CRTS	31714	
051	CITY OF GAYLORD	00000		INV	02/21/2008				
	1 637E265 920200 ALPCT BLDG 3RND			H2O/SEWAGE		19.58	LIV-B	31715	
				CHECK TOTAL		895.50			
353	BRUCE CRANHAM, PC	00001		INV	02/26/2008				
	1 101E141 940010			OUTSIDE		1,275.00	1-31-08	31633	
	2 215E141 940010			OUTSIDE		225.00			
				CHECK TOTAL		1,500.00			
606	CUMMINS BRIDGEWAY LLC	000026500805		INV	02/21/2008				
	1 637E265 726050			BLDG 3RND MAINT SUPP		222.77	01546514	31668	
				CHECK TOTAL		222.77			
1071	DELL MARKETING	0000042700810		INV	02/21/2008				
	1 261E427 726000			EMGR 3VCS SUPPLIES		2,414.40	XCF8N2NK3	31688	
				CHECK TOTAL		2,414.40			
1082	DUNNS	0000021200820		INV	02/21/2008				
	1 212E430 726000			ANM CTRL SUPPLIES		9.43	598918	31697	
1082	DUNNS	000053700804		INV	02/21/2008				
	1 281E537 726000			AIRPORT SUPPLIES		177.91	609412	31692	
1082	DUNNS	0000021200819		INV	02/21/2008				
	1 212E430 726050			ANM CTRL MAINT SUPP		138.00	610090	31696	
1082	DUNNS	000069900876		INV	02/21/2008				
	1 588E699 726000			OPERATIONS SUPPLIES		39.65	6102740	31673	
	2 588E699 726025			OPERATIONS JANITORIAL		128.29			
				CHECK TOTAL		167.94			
1082	DUNNS	00000		INV	02/21/2008				
	1 0101A 106000			GF ASSET SUPP INV		139.95	610379	31708	
1082	DUNNS	00000		INV	02/21/2008				
	1 0101A 106000			GF ASSET SUPP INV		55.98	610969	31712	
1082	DUNNS	00000		INV	02/21/2008				
	1 0101A 106000			GF ASSET SUPP INV		55.98	611227	31718	
1082	DUNNS	0000037100815		INV	02/21/2008				
				CHECK TOTAL		55.98	BLDG-DEPT.	31669	

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JTSEGO COUNTY  
DETAIL INVOICE LIST

PG 4  
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CASH ACCOUNT: 0001A 00100 CASH

WARRANT: B2008-9 02/21/2008

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1082 DUNNS	1 249E371 726000	BUILDING		SUPPLIES		506.94			
	1 101E301 726000	00000301000820	INV	02/21/2008		506.94	SHERIFF-DEPT	31666	
	2 101E351 726000	JAIL		SUPPLIES		717.24			
				SUPPLIES		639.19			
				CHECK TOTAL		1,356.43			
						2,608.56			
1058 EMPERIC SOLUTIONS INC	1 101E141 940C10	00000	INV	02/26/2008		790.25	3997	31634	
	2 215E141 940C10	FOC		OUTSIDE		139.45			
		FOC		OUTSIDE		929.70			
				CHECK TOTAL		929.70			
1088 JOHN G ERNST	1 101E721 703C40	0000072000802	INV	02/21/2008		80.00	JAN-08	31654	
	2 101E721 930500	PLAN ZONE		PER DIEM		9.80			
		PLAN ZONE		TRAVEL		89.80			
				CHECK TOTAL		89.80			
2281 GASLIGHT MEDIA	1 281E537 940010	0000053700805	INV	02/21/2008		16.00	22391	31693	
		AIRPORT		OUTSIDE		16.00			
				CHECK TOTAL		16.00			
1134 GAYLORD HERALD TIMES	1 101E721 930300	0000072000803	INV	02/21/2008		130.25	175190	31676	
		PLAN ZONE		ADVERTISE		130.25			
1134 GAYLORD HERALD TIMES	1 212E430 930300	0000021200821	INV	02/21/2008		163.80	LIC-AD	31698	
		ANN CTRL		ADVERTISE		163.80			
				CHECK TOTAL		294.05			
2862 GAYLORD VETERINARY SERVIC	1 212E430 930980	0000021200825	INV	02/21/2008		232.00	FEES	31701	
		ANN CTRL		STERILIZE		232.00			
				CHECK TOTAL		232.00			
5036 GBS INC	1 235E215 726000	00000	INV	02/13/2008		677.32	08-1013	31563	
		ROD AVTO		SUPPLIES		677.32			
				CHECK TOTAL		677.32			
1078 GIL-ROYS HARDWARE	1 249E371 726000	0000037100813	INV	02/21/2008		18.45	38581308	31660	
		BUILDING		SUPPLIES		18.45			
1078 GIL-ROYS HARDWARE		0000021200818	INV	02/21/2008		18.45	38582358	31695	

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 5  
apwarrnt

CASH ACCOUNT: 0001A 001000 CASE:

WARRANT: B2008-9 02/21/2008

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1	212E430 726025	ANM	CTRL	JANITORIAL		52.13			
						CHECK TOTAL			
						52.13			
						76.58			
3669	GODWILL INDUSTRIES OF NO	00000		INV	02/21/2008				
	1 205E301 940010	EXPS		OUTSIDE		17,266.00	4357	31707	
						CHECK TOTAL			
						17,266.00			
						17,266.00			
1530	GORDON FOOD SERVICES	0000035100801		INV	02/21/2008				
	1 101E351 726025	JAIL		JANITORIAL		124.76	788057562	31651	
	2 101E351 726030	JAIL		KITCHEN		137.51			
	3 101E351 930700	JAIL		ROOM BOARD		1,118.10			
						CHECK TOTAL			
						1,380.37			
1530	GORDON FOOD SERVICES	0000035100802		INV	02/21/2008				
	1 101E351 726025	JAIL		JANITORIAL		208.21	788057833	31650	
	2 101E351 726030	JAIL		KITCHEN		348.00			
	3 101E351 930700	JAIL		ROOM BOARD		1,990.20			
						CHECK TOTAL			
						2,546.41			
1530	GORDON FOOD SERVICES	0000035100803		INV	02/21/2008				
	1 101E351 726025	JAIL		JANITORIAL		71.97	788058305	31649	
	2 101E351 726030	JAIL		KITCHEN		25.14			
	3 101E351 930700	JAIL		ROOM BOARD		307.26			
						CHECK TOTAL			
						404.37			
1530	GORDON FOOD SERVICES	0000035100804		INV	02/21/2008				
	1 101E351 726025	JAIL		JANITORIAL		49.37	788058406	31648	
	2 101E351 726030	JAIL		KITCHEN		6.99			
	3 101E351 930700	JAIL		ROOM BOARD		16.31			
						CHECK TOTAL			
						72.67			
						4,403.82			
3116	HALL VETERINARY CLINIC	0000021200825		INV	02/21/2008				
	1 212E430 930980	ANM	CTRL	STERILIZE		331.42	17-25	31702	
						CHECK TOTAL			
						331.42			
						331.42			
4122	HARKNESS, PATRICIA	0000072000807		INV	02/21/2008				
	1 101E721 703040	PLAN	ZONE	PER DIEM		115.00	JAN-08	31653	
	2 101E721 930500	PLAN	ZONE	TRAVEL		17.70			
						CHECK TOTAL			
						132.70			
						132.70			
1135	HOEKSTRA TRANSPORTATION I	0000069900877		INV	02/21/2008				
	1 588E699 726050	OPERATIONS		MAINT SUPP		83.50	C10061578	31682	
						CHECK TOTAL			
						83.50			
						83.50			

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 6  
apwarrnt

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2008-9 02/21/2008

VEHDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
4555 IDEARC MEDIA CORP	101E301 940010		0000030100813	INV	02/21/2008	13.25	FEB-08	31664	
	2 101E351 920410		SHERIFF	OUTSIDE		13.25			
			JAIL	SVC CNTRCT					
						CHECK TOTAL	26.50		
							26.50		
1337 JIN WERNIG INC	1 588E659 726050		0000059900881	INV	02/21/2008	498.36	17502-1	31683	
			OPERATIONS	MAINT SUPP					
						CHECK TOTAL	498.36		
							498.36		
1154 JOHNSON OIL COMPANY	1 588E659 930660		0000059900878	INV	02/21/2008	14,488.12	74710026JANO	31681	
			OPERATIONS	GAS					
						CHECK TOTAL	14,488.12		
							14,488.12		
1154 JOHNSON OIL COMPANY	1 101E301 726050		0000030100816	INV	02/21/2008	131.91	JAN-08	31662	
	2 101E301 930660		SHERIFF	MAINT SUPP		12.00			
				GAS					
						CHECK TOTAL	143.91		
							14,632.03		
2839 KENNETH ARNDT	1 101E721 703040		0000072000806	INV	02/21/2008	80.00	JAN-08	31657	
	2 101E721 930500		PLAN ZONE	PER DIEM		4.80			
				TRAVEL					
						CHECK TOTAL	84.80		
							84.80		
1415 WILLIAM KERR	1 618E447 920430		00000	INV	02/21/2008	2,410.80	REIMB	31711	
			MAP	WEB MAINT					
						CHECK TOTAL	2,410.80		
							2,410.80		
1369 CHARLES KLEE	1 101E721 703040		0000072000804	INV	02/21/2008	80.00	JAN-08	31658	
	2 101E721 930500		PLAN ZONE	PER DIEM		8.00			
				TRAVEL					
						CHECK TOTAL	88.00		
							88.00		
4521 KOZLOWSKE, JAMES D & PATR	1 0701L 275000		00000	INV	02/19/2008	33.66	REFUNDS	31598	
			GEN AGENCY	DUE TXPYR					
						CHECK TOTAL	33.66		
							33.66		
3595 LAWSON PRODUCTS, INC.	1 588E659 726050		0000069900888	INV	02/21/2008	98.18	6510656	31671	
			OPERATIONS	MAINT SUPP					
						CHECK TOTAL	98.18		
							98.18		

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 7  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2008-9 02/21/2008

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
4349 MICHAEL MANG		0000072000808	INV	02/21/2008			JAN-08	31655	
1 101E721	703C40	PLAN ZONE	PER DIEM		80.00				
2 101E721	930500	PLAN ZONE	TRAVEL		4.80				
		CHECK TOTAL			84.80				
					84.80				
4198 MAURER'S TEXTILE RENTAL		00000	INV	02/26/2008			300359	31630	
1 101E141	726000	FOC	SUPPLIES		14.94				
2 215E141	726000	FOC	SUPPLIES		2.64				
		CHECK TOTAL			17.58				
					17.58				
4198 MAURER'S TEXTILE RENTAL		00000	INV	02/26/2008			306652	31631	
1 101E141	726000	FOC	SUPPLIES		14.94				
2 215E141	726000	FOC	SUPPLIES		2.64				
		CHECK TOTAL			17.58				
					35.16				
1186 MI COUNTIES WORKERS COMPE		00000	INV	02/20/2008			2-2008	31624	
1 0704L	231270	PAYROLL	WCOMP		24,600.00				
		CHECK TOTAL			24,600.00				
					24,600.00				
1202 MID NORTH PRINTING INC		000037100810	INV	02/21/2008			77747	31661	
1 249E371	726000	BUILDING	SUPPLIES		226.80				
		CHECK TOTAL			226.80				
					226.80				
1202 MID NORTH PRINTING INC		000030100817	INV	02/21/2008			77333	31663	
1 101E301	726000	SHERIFF	SUPPLIES		46.40				
		CHECK TOTAL			46.40				
					273.20				
5130 MIKES ELECTRIC		000037100811	INV	02/21/2008			REFUND	31652	
1 2490260	451010	P/S CHG/SV	BLDG PRMTS		150.00				
		CHECK TOTAL			150.00				
					150.00				
2754 MWRMA		00000	INV	02/21/2008			R694	31710	
1 0101L	291000	GF LIAB	OTHER LIAB		30,394.65				
		CHECK TOTAL			30,394.65				
					30,394.65				
1729 MORNING STAR PUBLISHING C		0000069900885	INV	02/21/2008			1221242	31677	
1 588E699	930330	OPERATIONS	ADVERTISE		199.40				
		CHECK TOTAL			199.40				
					199.40				
1585 MSU EXTENSION		00000	INV	02/21/2008			540	31709	
1 101E261	726000	COOP EXT	SUPPLIES		458.04				
2 101E864	920410	DISTRIBUTE	SVC CNTRCT		568.60				
		CHECK TOTAL			568.60				
					568.60				

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 8  
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CASH ACCOUNT: 0001A 001000 CASE: WARRANT: E2008-9 02/21/2008

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
3	101E261 930450		COOP EXT	SHIP/MAIL		197.43			
1215	CAROL NELSON SNYDER	00000		INV	02/21/2008				
1	101E648 801020		MED EXAM	PROFESSNL		375.00	1-29	31706	
						375.00			
						375.00			
1217	NELSONS FUNERAL HOME	00000		INV	02/21/2008				
1	101E648 930460		MED EXAM	TRANSPORT		350.00	1-29-08	31705	
						350.00			
						350.00			
1367	OFFICE DEPOT INC	0000017200800		INV	02/21/2008				
1	645E172 726000		ADMIN	SUPPLIES		10.97	418918424J01	31637	
2	645E201 726000		FINANCE	SUPPLIES		121.95			
3	645E270 726000		HR	SUPPLIES		19.07			
						151.99			
						151.99			
1367	OFFICE DEPOT INC	00001		INV	02/26/2008				
1	101E131 726000		CIRCT CT	SUPPLIES		144.14	418601704	31636	
						144.14			
						144.14			
1919	OMH MEDICAL GROUP & MEDCA	00001		INV	02/20/2008				
1	588E699 940010		OPERATIONS	OUTSIDE		170.00	JAN-2008	31626	
2	101E302 726000		CIVIL DIV	SUPPLIES		40.00			
3	101E351 726000		JAIL	SUPPLIES		40.00			
						250.00			
						250.00			
1545	OMS COMPLIANCE SERVICES I	00000		INV	02/20/2008				
1	588E699 940010		OPERATIONS	OUTSIDE		75.00	46038	31623	
1545	OMS COMPLIANCE SERVICES I	00000		INV	02/20/2008				
1	101E351 726000		JAIL	SUPPLIES		75.75	46127	31625	
						75.75			
						150.75			
2649	OTSEGO COUNTY TREAS	00000		INV	02/19/2008				
1	101E145 930930		JURY	JURY SVCS		1,148.70	JURY-REIMEM	31617	
						1,148.70			
						1,148.70			
1884	PC TRANS	0000069900887		INV	02/21/2008				
							OCBS10	31678	

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JTSEGO COUNTY  
DETAIL INVOICE LIST

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CASH ACCOUNT: 0001A		001C00 CASH		WARRANT: B2008-9		02/21/2008			
VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1	588E699 940C10			OPERATIONS	OUTSIDE	400.00			
						CHECK TOTAL	400.00		
2241	JAMES & RHONDA PHILLIPS	00000		INV	02/26/2008				
1	101E131 801C22			PRB ATTY		75.00	08-7889-MI	31637	
						CHECK TOTAL	75.00		
1252	PITNEY BOWES INC	000037100815		INV	02/21/2008				
1	249E371 726C00			BUILDING SUPPLIES		84.25	695169	31675	
						CHECK TOTAL	84.25		
1252	PITNEY BOWES INC	00001		INV	02/26/2008				
1	101E131 726000			CIRCT CT SUPPLIES		54.74	5500534975	31638	
2	101E267 726000			PROSECUTOR SUPPLIES		54.74			
						CHECK TOTAL	109.48		
1255	POSTMASTER	000021200823		INV	02/21/2008				
1	212E430 930450			ANM CTRL SHIP/MAIL		41.00	PSTG	31699	
						CHECK TOTAL	41.00		
1259	QUILL CORPORATION	00001		INV	02/26/2008				
1	101E131 726000			CIRCT CT SUPPLIES		62.98	4719225	31639	
1259	QUILL CORPORATION	00001		INV	02/26/2008				
1	101E131 726000			CIRCT CT SUPPLIES		116.07	4830737	31640	
						CHECK TOTAL	116.07		
2686	RANDY STULTS	000072000805		INV	02/21/2008				
1	101E721 703040			PLAN ZONE PER DIEM		80.00	JAN-08	31656	
2	101E721 930530			PLAN ZONE TRAVEL		17.60			
						CHECK TOTAL	97.60		
1275	SCIENTIFIC BRAKE & EQUIP	0000069900879		INV	02/21/2008				
1	588E699 726030			OPERATIONS MAINT SUPP		26.08	2280360044	31684	
						CHECK TOTAL	26.08		
1278	HOWARD L SHIFMAN PC	00000		INV	02/20/2008				
1	260E27J 801020			HR PROFESNL		5,313.00	10744	31621	
						CHECK TOTAL	5,313.00		

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OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 10  
apwarrnt

CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2008-9 02/21/2008

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
3152 SIMMONS & SON BUILDERS	0000069000815	INV	02/21/2008						
	233E690 940C10 5CDEG HOUSING			OUTSIDE		5,313.00	50-	31690	
						CHECK TOTAL			
						6,758.64			
						CHECK TOTAL			
						6,758.64			
3063 SPARTAN STORES LIC	0000035100805	INV	02/21/2008						
	1 101E351 930700	JAIL		ROOM BOARD		273.38	207739	31647	
3063 SPARTAN STORES LIC	0000035100807	INV	02/21/2008						
	1 101E351 930700	JAIL		ROOM BOARD		273.38	208669	31645	
3063 SPARTAN STORES LIC	0000035100805	INV	02/21/2008						
	1 101E351 930700	JAIL		ROOM BOARD		135.38	219080	31646	
						CHECK TOTAL			
						258.03			
						CHECK TOTAL			
						258.03			
						666.79			
3465 SPICY BOB'S ITALIAN EXPRE	0000035100808	INV	02/21/2008						
	1 101E351 930700	JAIL		ROOM BOARD		1,324.50	JAN-08	31644	
						CHECK TOTAL			
						1,324.50			
						CHECK TOTAL			
						1,324.50			
1874 STATE ELECTRONICS	0000030100819	INV	02/21/2008						
	1 101E301 726050	SHERIFF		MAINT SUPP		595.00	64102063D	31665	
1874 STATE ELECTRONICS	0000069900886	INV	02/21/2008						
	1 588E699 940010	OPERATIONS		OUTSIDE		595.00	64102082	31672	
						CHECK TOTAL			
						1,209.22			
						CHECK TOTAL			
						1,209.22			
1963 THERIAULT, REGINA	00000	INV	02/26/2008						
	1 101E131 930210	CIRCT CT		TELEPHONE		23.00	1-31-08	31632	
						CHECK TOTAL			
						23.00			
						CHECK TOTAL			
						23.00			
4925 TITLE CHECK	00000	INV	02/15/2008						
	1 516E253 920410	SVC C TRS DELQ		SVC CNTRCT		2,394.45	FEB-08-FEE	31579	
						CHECK TOTAL			
						2,394.45			
						CHECK TOTAL			
						2,394.45			
4925 TITLE CHECK	00000	INV	02/19/2008						
	1 516E253 920410	SVC C TRS DELQ		SVC CNTRCT		560.38	NEWSPAPER	31600	
						CHECK TOTAL			
						560.38			
						CHECK TOTAL			
						560.38			
1311 DONALD L TOBER	0000072000803	INV	02/21/2008						
						560.38	JAN-2008	31659	
						CHECK TOTAL			
						560.38			

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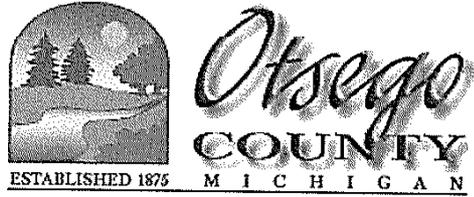
OTSEGO COUNTY  
DETAIL INVOICE LIST

PG 11  
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CASH ACCOUNT: 0001A 001000 CASH

WARRANT: B2008-9 02/21/2008

VENDOR	G/L ACCOUNTS	R	PO	TYPE	DUE DATE	AMOUNT	INVOICE	VOUCHER	CHECK
1 101E721	703040			PER DIEM		80.00			
2 101E721	930500			TRAVEL		20.00			
				CHECK TOTAL		100.00			
				CHECK TOTAL		100.00			
1122 VERIZON NORTH									
1 637E265	930210	00001		INV 02/21/2008		33.31	0403080208	31717	
				TELEPHONE					
1122 VERIZON NORTH									
1 637E265	930210	00001		INV 02/21/2008		33.31	8712280208	31716	
				TELEPHONE					
				CHECK TOTAL		1,252.02			
				CHECK TOTAL		1,285.33			
1332 WAGAR MOTOR SALES INC									
1 588E659	726050	000069900880		INV 02/21/2008		23.95	46627	31686	
				OPERATIONS MAINT SUPP					
				CHECK TOTAL		23.95			
1381 WASH N GO MANAGEMENT INC									
1 101E301	920410	0000030100821		INV 02/21/2008		15.00	JAN-08	31704	
				SHERIFF SVC CNTRCT					
				CHECK TOTAL		15.00			
1339 WILBER AUTOMOTIVE SUPPLY									
1 588E659	726050	0000059900882		INV 02/21/2008		294.70	688132	31680	
				OPERATIONS MAINT SUPP					
				CHECK TOTAL		294.70			
1339 WILBER AUTOMOTIVE SUPPLY									
1 588E659	726050	0000059900883		INV 02/21/2008		173.78	688552	31679	
				OPERATIONS MAINT SUPP					
				CHECK TOTAL		173.78			
1330 WM CZ									
1 212E430	930300	0000021200823		INV 02/21/2008		85.00	ADS	31700	
				ANM CTRL ADVERT-SE					
				CHECK TOTAL		85.00			
				CHECK TOTAL		85.00			
96 INVOICES									
				WARRANT TOTAL		133,572.33			
				CASH ACCOUNT BALANCE		10,922,087.53			



# OTSEGO COUNTY POLICY MANUAL

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## History

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Otsego County occupies the highest lands of the great central plateau of Northern Michigan, comprising the main watershed that sends the headwaters of the Cheboygan River toward the North, the Au Sable toward the East and the Manistee toward the West.

Our county was first laid out in 1840 and given the name Okkudo; a Native American word for "sickly" or "stomach pain" by Henry Schoolcraft. The name was changed to Otsego by an act of legislature in March 1843. There are several interpretations as to the origin of the name Otsego. Schoolcraft, thought Otsego was a derivation of the Iroquois words denoting "bodies of water" and "beautiful". In the first issue of the New York Otsego Herald published in 1795, the opinion is that the word conveys the idea of a spot where meetings are held. The historical marker in front of our courthouse and several short local histories define Otsego as meaning "clear water".

It is believed there was once an Indian village on the southern shore of Otsego Lake. However, Otsego County remained a vast, unpopulated wilderness, save for the occasional visiting trapper until A. A. Dwight brought a logging crew to the county in 1868 and constructed log cabins along Crooked Lake, now known as Manuka Lake.

By the spring of 1869 Charles Brink and a crew of 14 men cleared acreage for farming and Brink's wife, Jane, was the first white woman in the county.

Otsego County was one of the last counties opened for settlement due to problems of inaccessibility. The first attempts at permanent settlement did not occur until 1868 and the first state road in the county, from Mancelona to Otsego Lake, was cut through the southern section of the county in 1869 and 1870.

Otsego County lost a portion of land before its first settlers had arrived. Hudson Township, which made up the Northwest corner of the county was removed and added to the Charlevoix area to give them enough land to establish their own county government after a dispute with Petoskey over the location of the county seat in Emmet County.

In the fall of 1872, the Village of Otsego Lake was established and the railroad reached the Otsego Lake area about this same time. Shortly after, the first settlers located on the present site of Gaylord. The village was platted in 1873 by O.M. Barnes of Lansing, and was first named Barnes in his honor. The name soon changed to Gaylord in honor of Augustine Smith Gaylord, an attorney for the Jackson, Lansing, Saginaw railroad, although the reason for doing so is not clear.

Within three years the Otsego area had progressed to the point that it could organize itself as a county and on March 12, 1875 Otsego Lake Township detached itself from Antrim County and organized into the County of Otsego. The county at that time consisted of four townships: Otsego Lake, Charlton, Livingston, and Elmira. In 1876, the citizens of Gaylord began a campaign to move the county seat and emerged victorious in the spring of 1877 election, but it took a ruling from the Michigan Supreme Court to end the dispute. Five more townships were later established, for a total of nine: Corwith (1877), Hayes (1877), Dover (1879), Bagley (1882), and Chester (1888).

Located on the 45<sup>th</sup> parallel, Otsego County has continued to grow and flourish and now boasts of its nine townships, the City of Gaylord, and the villages of Waters, Elmira, Vanderbilt, and Johannesburg. Latest population estimates put the county population at 23,000 with nearly 4,500 residing in the City of Gaylord.

Farming continues to be a major economic activity. However, the county is well known as a popular four-season vacation spot, attracting thousands to the area for golfing, swimming, boating, skiing, snowmobiling, fishing, hunting and in general the opportunity to experience Northern Michigan at its finest.

From the chilly waters of the rivers, which flow through the area to its many lakes, to the miles of untainted forest area, Otsego County represents not only clear waters but clean living and community pride.

## Mission and Vision Statement and Core Values

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### MISSION STATEMENT

The Mission of Otsego County Government is to provide effective services to all our citizens in the most efficient manner to enhance the quality of life for all.

### VISION STATEMENT

Our vision is to guide future growth for the betterment of the entire County. To enable us to do this, we will respond in an innovative and progressive manner. Individuals will be trained to become cooperative team members and will be guided by strong role models that will display commitment, cooperation, and communication. By promoting a workforce that will provide leadership, both internally and externally, we will be able to facilitate the development of a staff that will meet the needs of emerging technology and ever-changing job requirements.

### CORE VALUES

We believe that structure should not conflict with what is best for our employees.

We believe in a structure that will allow individuals the maximum amount of freedom to perform and participate. We feel that this will stimulate initiative, innovation, and a spirit that we believe will become the cornerstone of our success as a County.

We will communicate regularly with our employees and our constituents in the County.

Quality is expected from every employee in all forms of work that they perform.

We will re-evaluate ways we are doing things today; rather than defend the ways we have always done things.

## Applicability Where Union Contract Covers Your Employment

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This employee handbook is not intended to supercede provisions in a Union contract that is currently enforced with any and all of the represented Unions. If you are an employee whose position with the County falls under a Union contract, please consult your contract for specific details. Many of the policies set forth in this Policy Manual which are not covered by a Union contract do apply to the members of bargaining units and have been previously enforced and distributed.

Employees represented by a Union contract will be compensated according to the specifications of their contract. The following Unions represent employees of Otsego County:

Teamsters State, County, and Municipal Workers,  
Local 214, Clerical

Teamsters State, County, and Municipal Workers,  
Local 214, Incentive Bus

Police Officers Labor Council

Otsego County Sheriff's Department Employees,  
Chapter of Local # 1534 and Council # 25 of the  
American Federation of State, County, and Municipal  
Employees, AFL-CIO.

Union contracts may be secured from the Human Resource Director.

The policies in this handbook do not apply to the following positions: the Prosecuting Attorney, Sheriff, Clerk, Treasurer, Commissioners, and the County Administrator. It is, however, the hope of the Board of Commissioners that the people in these positions will follow the policies set forth.

## Contract Disclaimer and At-Will Employment

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Otsego County employees serve at the will of the County. The County issues personnel policies and this handbook to acquaint employees with the benefits, philosophies, procedures and policies of the County. The language in this handbook is not intended to create, nor is it to be construed to constitute, a contract between the County and any of its employees for either employment or the providing of any benefit.

The County Board of Commissioners reserves the right to alter, modify, amend, or discontinue any policy and benefit in any manner, at any time. In addition, both the County and its employees retain the right to terminate the employment relationship at any time, for any reason, with or without cause or notice.

Nothing contained in any document published by the County shall in any way modify the above provisions nor can these terms be modified in any way by any oral or written representations other than an action taken by the Board of Commissioners.

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## Management Rights and Responsibilities

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### GENERAL

The County Government is charged with the responsibility to coordinate, plan, and control County operations, the direction of its employees, including determining the size and composition of its work force and the method by which services are delivered. Management's rights include, but are not limited to the following:

To hire, suspend, discipline, and discharge employees; promote or transfer employees; relieve employees from duty because of lack of work or for other legitimate reasons at its sole discretion; to determine the method and delivery of services and what services will be delivered by the County; establish rules of conduct; determine job content; evaluate efficiency and performance of employees, schedule hours; assign and re-assign work duties, control County property; set wages, policies, and fringe benefits and any and all other rights without limitations authorized by Law.

### BOARD OF COMMISSIONERS

The Board is solely authorized to establish, modify, and maintain personnel policies.

### PERSONNEL COMMITTEE

The Personnel Committee consists of 4 County Commissioners appointed by the Chairman of the Board of Commissioners. The County Administrator is also a voting member of the committee but is not intended to serve in the capacity of Chairman of the Committee. The County Administrator determines which issues need committee action prior to board action. The committee shall make recommendations to the Board of Commissioners concerning all personnel items such as: determining the number of employees in a department; employing personnel; termination of personnel, other than department heads; establishing new positions; salary or wages for positions; personnel policies; benefits for elected and non-elected personnel; serve as the collective bargaining committee including involvement in grievance procedures; and any duties assigned by the Board of Commissioners. The committee's responsibilities also include serving as a liaison to the following county departments, offices and agencies: MSU Extension, Sportsplex, University Center, M-TEC.

## DEPARTMENT MANAGERS

The department managers have the responsibility, within the scope of the established policies, for the day to day management of work and the employees who carry out the basic assignments of the County. Department managers may use the Human Resource Director and/or the **County Administrator** as resources.

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## Ethics and Conduct

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### CODE OF ETHICS

As a government agency, we will aspire to serve the constituents within our County limits to the best of our ability. We will maintain diversity and excellence in our service as we continue to grow, making sure we meet the needs of our employees and those of the communities. We will employ a highly motivated staff, with a strong work ethic, that will be expected to work together to meet the goals and objectives of our organization as a whole and for the communities that we serve.

Individuals should be trained to become team members. They will be guided by strong role models that will display commitment, cooperation, and positive communication. Employees are expected to arrive at work on time, participate actively, and possess the ability to work with the most honest effort they can give. We believe in our employees and in their ability to always do the right thing.

A positive attitude is expected and required to be productive and creative in supporting our environment and in obtaining our goals. We will support goal orientated teams that will work together to create positive results. Our teams are expected to keep the lines of communication open. By keeping the lines of communication open we will be able to insure complete and thorough understanding of information to enable appropriate discussions and decision making.

### PROFESSIONALISM POLICY

September 12, 2006

Employees and visitors deserve to be treated with respect and dignity. Otsego County supports an open door policy and is an equal opportunity employer. The County does not support discrimination in any form

Employees should conduct themselves in a professional manner at all times as it relates to their employment.

Employees are expected to:

1. Competently fulfill their role and function with integrity and in an impartial manner
2. Adhere to the policies and procedures established within their Department
3. Adhere to supervisory directives
4. Refrain from discussing department/County personnel issues with persons other than those who have a right to know

5. Respect and maintain client/customer confidentiality by not discussing cases in public areas or divulging identifying or pertinent case information to persons other than those who have a right to know
6. Refrain from misusing one's position or knowledge gained from that position for personnel profit or gain or for the gain of one's family or friends
7. Treat other persons with dignity and respect
8. Maintain behavior that is within the confines of the law
9. Maintain proper behavior, proper appearance and attire commensurate with one's duties as they relate to public contact and responsibilities to the Employer.

If an employee witnesses and/or is the subject of an unprofessional act they are to report it to their department manager immediately.

Failure to follow the above policy may result in disciplinary action up to and including dismissal.

### DISCIPLINARY ACTION POLICY

February 26, 2008

Otsego County reserves the right to terminate an employee at any time for any reason with or without prior disciplinary counseling or notice. Nothing in this Handbook or any other Otsego County document is intended to:

- Modify the employment of any "at-will" employees of Otsego County.
- Promise progressive discipline or disciplinary counseling.
- Promise notice in circumstances where Otsego County considers immediate termination or discipline to be appropriate.

Disciplinary actions may entail verbal, written, final warnings, suspension, or termination. All of these actions may not be followed in some instances. Otsego County reserves the right to exercise discretion in discipline. Prior warning is not a requirement for termination. If you are disciplined in writing, copies of your warnings are placed in your personnel file.

Otsego County reserves the right to take any disciplinary action it considers appropriate, including termination, at any time. In addition to those situations discussed elsewhere in this handbook, listed below are some other examples where immediate termination could result. This list is general in nature and is not intended to be all-inclusive:

- Discourtesy to a customer, provider, or the general public resulting in a complaint or loss of good will.
- Refusal or failure to follow directives from a supervisor, manager, or Otsego County officer.
- Breach of confidentiality relating to employer, employee, and customer, or provider information.

- Altering, damaging, or destroying Company property or records, or another employee's property.
- Dishonesty.
- Providing false or misleading information to any Otsego County representative or on any Otsego County records including the employment application, benefit forms, time cards, expense reimbursement forms, etc.
- Fighting or engaging in disorderly conduct on Otsego County's premises.
- Violations of any of Otsego County's employment policies including, but not limited to, professionalism, confidentiality, security, conflict of interest, and code of conduct.
- Conduct or performance issues of a serious nature.

### CONFIDENTIALITY

During employment with the County, employees may gain access to records and/or other personal information about County business or employees. Employees must not discuss or disclose this information with anyone without proper authorization. Violating this policy can be cause for disciplinary action up to and including discharge.

### DRUG-FREE WORK ENVIRONMENT

Otsego County is committed to establishing and maintaining a drug-free work environment for the benefit of its employees and the community. "Controlled substances" shall mean a controlled substance as found in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15. In order to achieve this goal, Otsego County has adopted the following policy:

The unlawful manufacture, distribution, dispensation, possession or use of illegal drugs, unauthorized prescription drugs, controlled substances, or alcohol by any employee while in a County facility or while performing assigned duties for the County is prohibited. The term "Controlled substances" shall also mean any controlled substance as defined in Michigan Public Health Code Article No. 7, Parts 71 - 75, MCLA 333.7101 et seq.

As a condition of employment, employees shall abide by the terms of this policy and notify the Human Resource Director of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 calendar days after such conviction. The term "conviction" means a finding of guilt (including a

plea of nolo contendere) or imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes. "Criminal drug statute" means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

Within 30 calendar days of receiving notice of a criminal drug statute conviction for a violation occurring in the workplace or otherwise in connection with the assignment of an employee, the Personnel Committee shall take the appropriate personnel action against such an employee, up to and including termination.

The Human Resource Director shall establish a drug-free awareness program to inform employees about (1) the danger of substance abuse in the workplace, (2) the County policy of maintaining a drug-free workplace, (3) any available drug counseling, rehabilitation and employee assistance programs, (4) the penalties that may be imposed upon employees for substance abuse violations occurring in the workplace and referral for prosecution, and (5) a disciplinary sanction may include the completion of appropriate rehabilitation program and work re-entry program.

The Human Resource Director shall take all steps necessary to ensure that all County employees are aware of and understand the terms of this policy. The Human Resource Director shall ensure the distribution of this policy to all employees. Any employee who requests assistance for controlled substance counseling or work re-entry rehabilitation program shall contact the Human Resource Director.

#### OPEN DOOR POLICY

Employee opinions, suggestions and questions are important and encouraged and are basic to good government. The County will make every attempt to provide honest, clear responses.

Department managers are expected to listen to employee concerns, to encourage their input, and to seek implementation/resolution of suggestions/issues. In addition, from time to time, the County may request employees to cooperate in sharing their suggestions with County representatives in open forums and through periodic opinion surveys.

## **ANTI-HARASSMENT POLICY**

September 12, 2006

The purpose of this policy is to promote a quality of work environment while simultaneously informing individual employees of their rights to and responsibilities for working conditions devoid of sexual harassment or discrimination. The Board of Commissioners emphatically affirms that employees have an inherent right to be free from intimidation, humiliation, insult or being subjected to offensive physical or verbal abuse or actions, direct or insinuated, based on a person's sex.

Otsego County endorses and complies with Title VII of the Federal Civil Rights Act of 1964 as amended and the Michigan Elliott-Larsen Civil Rights Act of 1964 as amended and the Michigan Elliott-Larsen Civil Rights Act, PA 453 as amended and all other acts enacted to protect and safeguard individual rights to seek, obtain and enjoy employment without being subjected or exposed to harassment or discrimination.

Otsego County will:

Not discriminate on the basis of sex with respect to compensation, terms, conditions, or privileges of employment.

Not tolerate any type of sexual harassment or discrimination.

Encourage employees to make issue regarding sexual harassment or discrimination by making timely complaints.

Act immediately to investigate complaints.

Consider the complaints seriously.

Keep accurate records of investigations from receipt of complaint through final determination regarding the merit of the complaint to include if appropriate any remedial action.

Will act promptly concerning any action, or failure to act, which results in retaliation against a County employee, who in good faith

files a sexual harassment or discrimination complaint. Retaliation violates this policy and subjects the violating employee to discipline up to and including discharge. Any employee who has a good faith belief he/she has been subjected to retaliation for exercising a right conferred by this policy may file a complaint following complaint procedures of this policy.

Sexual Harassment is defined as an unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature when:

Submission to such conduct is made either explicitly or implicitly as a term or condition of employment.

Submission to or rejection of such conduct by an individual is used as a basis for employment decisions, such as discharge, promotion, transfer, work assignments, etc.

Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile or offensive work environment.

### EXAMPLES OF HARASSMENT

Any harassment that violates State or Federal law will be unacceptable.

Examples of harassment include:

Making derogatory comments, insults, suggestive remarks or jokes based on a person's sex.

Display of photographs, cartoons, or drawings that would be offensive to a reasonable person.

Conduct which when viewed by a reasonable person would have the purpose or effect of degrading or creating an intimidating, hostile or offensive work environment.

Propositions or requests for sexual favors.

Physical contact which is sexual in nature.

## COMPLAINT PROCEDURES

An employee who believes he/she has been sexually harassed should make an oral report of the incident to the **Human Resources Director, or designee**, within 2 business days. A detailed written report of the incident shall be submitted to the **Human Resources Director** within 3 working days of the oral report.

Any supervisory employee who receives a written or oral sexual harassment complaint shall notify his/her department manager of the complaint. A department manager shall notify the Director of Human Resources of the complaint. The Director of Human Resources will investigate all sexual harassment complaints received and shall submit a detailed written report to the Personnel Committee Chairperson within 3 business days, unless good cause for additional time exists and a written statement of good cause is submitted. If the complaint involves the Director of Human Resources, notice shall be given to the County Administrator, who will then conduct the investigation.

The Personnel Committee shall receive all sexual harassment complaint investigation reports and determine whether a violation of the policy has occurred. This review may include witnesses and exhibits, or any other trustworthy source of information, and shall be made within 14 days unless good cause is shown. Copies of the complaint investigation report shall be made available, upon request, to the complaining and accused employees prior to the review hearing. Where a violation is shown to have occurred by a preponderance of the evidence, immediate action, in proportion to the violation, shall be taken to remedy the re-occurrences. The complaint investigation report and the review hearing information are deemed to be confidential.

## CONCLUSION

It is expected that all employees will fully cooperate and give their support to these policies and practices. Violations of this policy will not be permitted. Any employee or department manager who violates this policy will be subject to discipline up to and including discharge.

Although the investigation process is not confidential, every effort shall be made to limit both the number of people who need to know and the extent of any discussion with others during an investigation.

Any employee who knowingly or recklessly files a false complaint of harassment shall be disciplined accordingly, up to and including discharge from employment.

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## Employment Procedures

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### EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the County to provide equal employment opportunities to all individuals. The policy is that an individual's race, color, religion, national origin, sex, marital status, age, disability, or other protected classification under State and Federal law are not and will not be considered in any personnel or management decisions. All employment decisions will be based solely on the applicant's qualifications such as knowledge, skills, and abilities as well as previous work experience including demonstrated ability, performance, length of employment, and attendance.

Otsego County will comply with the Michigan Handicapper's Civil Rights Act and the Americans with Disabilities Act. The County will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in undue hardship. Any employee with a disability which requires accommodation pursuant to the Michigan Handicapper's Civil Rights Act must notify their department manager and the Human Resource Director in writing immediately but not later than 182 days after the need for accommodation becomes known.

### NEW EMPLOYEE ORIENTATION

To enable a new employee to become familiar with their employment with the County, they will be required to meet with the Human Resource Director on or before their first day of employment to receive and complete the necessary orientation and benefit information as outlined in this handbook. Department specific training and orientation is to be arranged by the department manager.

### JOB VACANCIES

Department managers are to notify the Human Resources Director of impending vacancies or job openings within their departments as early as possible. To fill an open position, Department Managers must complete an Otsego County Employment Requisition per Resolution No. OCR 06-18.

All non-union positions will be posted on the Human Resources bulletin board in the County-City Building (2<sup>nd</sup> Floor, Human Resources Department) for five (5) business days. If there are no qualified internal candidates, the vacancy will be advertised.

All union positions will be posted as provided by the specific union contract.

The following information will be provided when posting a job position for the County:

Position Title  
Job Description  
Minimal, desired, and/or preferred background experience required  
Salary Range  
Equal Employment Opportunity Statement  
Closing Date

All Otsego County Employment Applications for County employment can be picked up from the Human Resources Department in the County building or downloaded from the County website at [www.otsegocountymi.gov](http://www.otsegocountymi.gov). The Human Resources Director will collect all employment applications and resumes and facilitate the competitive hiring process with the Department Manager.

## DEPARTMENT HEAD HIRING PROCESS

September 12, 2006

### PURPOSE

The purpose of this policy is to set procedures for the hiring of non-elected department heads.

### PROCESS

1. The County Administrator and the Human Resources Director will review applications, and possibly conduct an initial interview, to determine qualified applicants.
2. The County Administrator will form a committee to interview qualified applicants. The committee will be up to six members, made up of the following: County Administrator, Human Resources Director, Chairman of the Personnel Committee, County Commissioner liaison to the department committee (if relevant), other members will be appointed at the discretion of the County Administrator. The purpose of the committee is to provide recommendations to the County Administrator concerning the hiring of the department head.
3. The County Administrator may conduct an additional interview at his/her discretion.
4. The final decision on hiring department heads rests with the County Administrator.

## PROMOTION

Insofar as it is practicable and in the best interest of the County, vacancies may be filled by the promotion of current, qualified employees.

All promoted employees shall be placed on probation. The probationary period will be twelve (12) months.

## PHYSICAL EXAMINATION, DRUG TEST AND BACKGROUND CHECK

Each new County employee must pass a pre-employment background check and drug screen and post offer physical examination. Depending on position, a driving record check and post offer psychological examination may also be required. All costs are borne by the County. Under no circumstances will a paycheck be issued until all pre-employment and post-offer checks are in the employee's file.

## RESIGNATION PROCEDURES

The Board authorizes department managers to accept employee resignations on behalf of the Board of Commissioners.

Employees who desire to resign will be asked to submit a letter of resignation stating the effective date and the reason for leaving at least 2 weeks prior to the effective date. Employees are responsible for returning any County property that may be in their possession prior to receiving a final paycheck.

## EXIT INTERVIEW

Before leaving the employment of the County, all employees (except those who have not completed their probationary period) will be expected to contact the Human Resource Director to complete an Exit Interview Questionnaire. Leaving employees are encouraged to be honest and forthcoming in completing their exit interview. The information received is confidential; however, suggestions will be used to improve existing services, policies, procedures, and the work environment whenever possible. The questionnaire will not become part of an employee personnel file or used for reference procedures for other employers.

## RE-EMPLOYMENT

There are circumstances when former employees seek re-employment with the County. In order for a former employee to be considered for re-employment, the former employee will need to reapply and be considered as any other applicant. Only individuals who have left previous employment with Otsego

County in good standing will be considered for re-employment. An employee who has not provided advance written notice of resignation as required will not be eligible for re-employment with the County.

A former employee, who is subsequently rehired, shall be considered a "new hire" and is subject to the qualifying period for the newly acquired position.

#### INTERNAL COMPLAINT PROCEDURE

September 12, 2006

Procedures for gaining redress for work related issues are outlined in the agreements between the County and Union Employee Unions.

It is the intent of the County to also allow non-union employees an opportunity to address work related issues. In most instances, the supervisor will be able to give a prompt answer to your questions and will assist in solving the problems.

Should an employee feel that a problem is not being handled properly, the employee may use the following complaint procedure:

1. Discuss the matter with the employee's department manager. The department manager has the responsibility to solve problems as they arise. For disciplinary action, managers will consult with the Human Resources Director to ensure that the action is in accordance with County policy.
2. Should you believe that there are issues that continue to need clarification or resolution, the employee may request a meeting with the County Administrator. The County Administrator's decision is final, unless another county policy dictates further steps be taken.

Throughout the redress process, the departmental liaison will be consulted and updated as needed.

Should the County Administrator seek action to terminate a Department Head, the County Administrator will first consult with the Personnel Committee and the Board Chairman.

## Employee Status

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### PROBATIONARY

The probationary period shall be regarded as an integral part of the selection process and shall be utilized for observing the employee's work. It shall be used for securing the most effective adjustment of the new employee to his or her position, and for rejecting any employee whose performance does not meet the required work standards. The probationary period shall last for twelve (12) months; if the employee falls under a union contract the time stipulated in the contract will be the probationary period.

At any time during the probationary period, a department manager or the Board of Commissioners, in consultation with the Human Resources Director, may terminate or demote an employee whose performance is deemed deficient and the employee notified.

Newly hired probationary employees may be eligible for fringe benefits unless otherwise specifically indicated elsewhere in this handbook.

### REGULAR FULL-TIME

All employees of the County are hired as full-time employees, unless otherwise designated. They are regularly scheduled to work 37½ or 40 hours per week, whichever is considered to be the normal departmental workweek, and can become eligible for County benefits.

Departments that work a 37-½ hour week include:

Administrator	
Circuit Court	Friend of the Court
Probate Court	Equalization
County Clerk/Register of Deeds	Treasurer
Prosecuting Attorney (except Office Manager Position)	
Land Use Services	
MSU Co-op Extension	
Housing/Veteran Affairs	

Departments that work a 40-hour week include:

Prosecuting Attorney (Office Manager Position)	
Animal Control	Jail
Sheriff	Building & Grounds
Emergency / 911	Incentive Bus
Airport	Parks

## REGULAR PART-TIME

July 26, 2005

These employees are regularly scheduled to work less than the number of workweek hours that are considered to be the normal departmental workweek. Regular part-time employees that work 20 or more regularly scheduled hours per week are eligible for pro-rated fringe benefits as provided in the employee handbook. Regular part-time employees that work less than 20 regularly scheduled hours per week are only covered by social security and worker's compensation and are not eligible for any other county fringe benefit.

## TEMPORARY

These employees will receive definite, limited time appointments. Continuation beyond the expiration date of such appointments will be only as a result of specific personnel action. Temporary employees are covered only by social security and workers compensation except those temporary employees hired on a contractual or independent contractor basis. Temporary employees cannot accrue seniority; they are not eligible for health insurance, personal leave, vacation time, holiday pay, funeral pay, jury duty leave or any other County fringe benefit.

## IRREGULAR PART-TIME

These employees do not have regularly scheduled hours. They are on call and only work when required. Irregular part-time employees are covered only by social security and worker's compensation and are not eligible for any other County fringe benefit.

## PROVISIONAL

An employee who is funded by a source other than the County General Fund. Such employment shall terminate when the funding is no longer available. The employee shall be covered by those rules applying to temporary employees and/or in compliance with the funding agency regulations.

## EXEMPT

Exempt employees are paid a salary and are exempt from regulations of the Fair Labor Standards Act, and hence do not receive any overtime pay. Exempt employees wages are calculated at an annual or monthly rate rather than an hourly rate, therefore hours worked do not need to be recorded.

## NON-EXEMPT

Non-exempt employees are paid an hourly wage and are covered by the regulations of the Fair Labor Standards Act. Non-exempt employees receive overtime pay for hours worked in excess of their normal weekly hours, either 37-½ or 40 hours.

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## Salary Structure

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### TOTAL COMPENSATION

Direct compensation includes base wages, merit increases, and cost of living adjustments. Indirect compensation is benefits and services employees receive such as: pensions, health insurance, and vacation leave. Total compensation refers to all forms of financial returns (direct) and tangible services and benefits (indirect) those employees receive as part of their work relationship with their employer.

### INITIAL SALARY

Newly hired employees are paid at the entry level on the Salary Progression Schedule. Employees may be hired above the entry level upon the approval of the County Administrator in consultation with the Board of Commissioners. Approval is discretionary and can be based on the exceptional qualifications of the employee or the inability to employ eligible candidates at the minimum rate, as well as the availability of budget funds.

### STEP INCREASES

Step increases in accordance with the Board of Commissioners approved Salary Progression Schedule shall not be automatic, but shall be granted upon submission of a Pay Change Request Form by the department manager to Human Resources. Any employee whose job performance is satisfactory shall be advanced within the series of steps in their assigned pay range as determined by the Salary Progression Schedule approved each year by the Board of Commissioners. An exception to step increases is in the instance of a wage freeze imposed by the County Commissioners.

If the department manager does not believe that a step increase is warranted, he/she may recommend that the step increase be withheld for a specific period of time. Such time, except in unusual circumstances, should not exceed 6 months. The department manager should consult with the Human Resources Director to develop a performance improvement plan for the employee. If an employee does not then demonstrate the willingness or ability to perform the duties of the position in a satisfactory manner, he/she should be placed in a lesser position, or terminated at any time during the extension period at the sole discretion of the County.

When the employee demonstrates the ability to perform the duties of his position in a satisfactory manner during the extension period, he may be recommended for a step increase at such time as the department manager believes his/her performance will continue at an acceptable standard. In such cases, the employee's step date will be changed to coincide with the date he/she receives the step increase.

## MERIT INCREASES

Merit increases recognizes past work behaviors and accomplishments. Merit increases are usually given in increments with a step increase, and can vary with job performance. The Board of Commissioners may grant merit increases in exceptional cases in which the employee's productivity or rate of development warrant special recognition to stimulate continued growth or as a reward for specific accomplishments of major value to the County. Such actions require a special justification on the part of the department manager and approval of the County Administrator, Personnel Committee, and the Board of Commissioners.

## PAY RATES IN TRANSFER, PROMOTION, DEMOTION

If an employee is transferred, promoted, or demoted, his/her pay for the newly acquired position shall be determined as follows:

If the rate of pay in the former position is less than the minimum rate established for the new position, the rate of pay shall be advanced to the minimum rate for the new position

If the rate of pay in the former position is more than the maximum rate established for the new position, the pay shall be reduced to the maximum rate or to an intermediate step of the new range as determined by the department manager, Human Resources Director and County Administrator.

## POSITION RECLASSIFICATION POLICY

September 11, 2007

### PURPOSE

The purpose of this policy is to set procedures for requesting reclassification of a position within a department. Position reclassifications are only based on the level of duties and responsibilities within a position and are not based on employee length of service within a position.

## PROCESS

5. Department Directors will submit a written position reclassification request to the Human Resources Director. The request shall have the current approved job description for the position attached and list the additional duties and responsibilities which have been added to the position to warrant the reclassification request. The Human Resources Director will review the request and meet with the Department Director for clarification.
6. The Human Resources Director will forward the reclassification request and supporting documentation to the County Administrator for review and approval.
7. If approved by the County Administrator, the reclassification request will be presented to the Personnel Committee.
8. If approved by the Personnel Committee, the reclassification request will be presented to the Finance Committee.
9. If approved by the Finance Committee, the reclassification request will be presented to the Board of Commissioners.
10. If approved by the Board of Commissioners, the Human Resources Director will notify the Department Director and prepare related paperwork to reclassify the position.

## Employment Conditions

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### ATTENDANCE POLICY

December 18, 2007

Otsego County expects that every employee will be regular and punctual in attendance. This means being in the office, ready to work, at their starting time each day. Absenteeism and tardiness places a burden on other employees and on Otsego County.

When you are unable to work due to illness or an accident, please promptly notify your supervisor. In the event your immediate supervisor is unavailable, you must follow the established departmental attendance procedure for your department. Leaving a message with another staff member or on voicemail does not constitute an accepted notification of absence unless it is specifically allowed in your departmental policy. If you do not report for work and Otsego County is not notified of your status, it will be assumed after two consecutive days of absence that you have resigned, and you may be removed from the payroll at the discretion of your department manager in consultation with the Human Resources Director.

If you become ill at work or must leave the office for some other reason before the end of the workday, be sure to inform your supervisor of the situation.

You will be compensated for authorized absences according to the provisions described in this Employee Handbook.

In the event of inclement weather, we remain open for business during regularly scheduled working hours. You are expected to report for work in inclement weather if it is at all possible to do so safely. In the event we close due to inclement weather, your department manager will contact you. Please keep your manager informed on how to reach you on such occasions. Please refer to the Inclement Weather Policy for further details.

Should undue tardiness or absenteeism become apparent, disciplinary action up to and including discharge may be required.

## OFFICE HOURS

The normal workweek for County employees shall be 37 ½ or 40 hours, depending on the department. The basic office hours for a 37 ½ hour workweek is Monday through Friday, 8:00 a.m. to 4:30 p.m. with 1 hour for lunch scheduled within the department. The basic office hours for a 40-hour workweek is Monday through Friday, 8:00 a.m. to 5:00 p.m. with 1 hour for lunch scheduled within the department. The department manager may vary these basic office hours to fit the needs of the individual department.

## WORK BREAKS

Employees are permitted two 15 minute breaks, one during the first half of the day and 1 during the second half of the day. Breaks are to be taken at a time to allow for the continuous and effective operation of the department. Work breaks may not accumulate in any manner.

## EMPLOYEE TIME REPORT SHEETS

Hours worked by employees are tracked through the use of Employee Time Report sheets maintained by the employee and authorized by their department manager. Employees must turn in their time sheets to their department manager every other Friday, in order to be paid on the following Thursday. Department managers are exempt.

## OVERTIME WORK AND PAY

Employees who are considered non-exempt are entitled to overtime pay at the rate of 1 ½ times their regular pay for hours worked **in excess of their normal departmental workweek (37.5 or 40 hours per week).**

If you are an employee who is represented by a Union Contract, please consult your contract for terms and conditions of overtime and overtime payment.

The County will make every reasonable effort to distribute overtime as equitable as possible among employees qualified to do the work required. Overtime is considered a condition of employment and refusal to accept it when reasonable notice has been given is cause for discipline, up to and including termination.

No employee will work overtime without prior authorization from his/her department manager. Employees are prohibited from taking work home without authorization.

Payments to non-exempt employees will be made according to state or federal wages and hour laws. Employees classified as exempt are not entitled to extra compensation for hours worked in excess of 40 hours per week.

### COMPENSATORY TIME

February 26, 2008

### NON-EXEMPT PERSONNEL

Non-exempt personnel may accrue compensatory time in lieu of overtime. Compensatory hours should be used as soon as possible following the pay period in which they were earned. Employees may have up to 75 or 80 hours (depending on their standard work week) of time in their Compensatory Accrual Bank at any one time.

No employee will work overtime/earn compensatory time without prior authorization from his/her department manager. Employees are prohibited from taking work home without prior authorization.

Department employees must submit their compensatory time off requests to their department manager for approval at least (2) two weeks in advance. The department manager must take into consideration the efficiency of the operation of the department and the wishes of the employee.

### EXEMPT PERSONNEL

Salaried individuals are expected to accomplish their objectives and successfully manage their responsibilities within the established workday or week. In those rare occasions where additional commitment is required to achieve desired goals, it is incumbent on management to complete the tasks without expecting a commensurate release from the workweek at some future date. However, the Board of Commissioners is cognizant of the inherent right of managers occasionally to utilize time for personal reasons. This is the counter balance that salaried individuals have earned.

The Board of Commissioners has a right to expect salaried employees to act in a business like, professional, conscientious pattern so we may collectively improve the services afforded the citizen taxpayer, our ultimate employer.

Please observe the following guidelines:

Plan to work the full workweek (37 ½ or 40 hours as appropriate).

If out of the office for an extended period of time for personal reasons, notify the Human Resource Director. You need not give specifics, but at the same time, do not in any way distort facts.

Time sheets should reflect the absence for personal reasons by noting personal business on the time sheet, being certain that the Human Resource Director was advised in advance.

If there are extenuating circumstances regarding hours, discuss these with the Human Resource Director.

### ON CALL/EMERGENCY CALL BACK PAY POLICY

October 24, 2006

An emergency call-back is defined as an unscheduled request made by an appropriate management official (appropriate authorization may be specific to a department policy) for an employee to return to work to do unforeseen or emergency work after leaving the building or work location at the end of his or her regular shift and before the beginning of the next regularly scheduled shift. An on-call employee who is called back to work outside his or her normal work schedule shall be paid for the time worked or a minimum of two (2) hours, whichever is greater. Department Directors shall establish reasonable maximum response times (between 15 and 60 minutes) for their departments.

Time worked while on call will be calculated at the employee's regular rate of pay. If an employee is called back to work, he or she will be paid for travel time. If an on-call employee is not called back, no pay will be earned. Overtime compensation is applicable only when total hours worked exceed the regular full-time work cycle.

Emergency call-backs that occur during paid holiday leave will be considered overtime. Justification must be provided to the Department Director to validate that the call-back is an emergency.

Employees who are on call must adhere to all of Otsego County's policies, including Substance Abuse and Testing. Any variance from such policies may result in disciplinary action, up to and including termination.

INCLEMENT WEATHER POLICY  
January 22, 2008

Otsego County is open for business unless there is a declared State of Emergency. There may be times, however, when we will delay opening. Use common sense and your best judgment, however, when traveling to work in inclement weather.

If you arrive at work after the scheduled start of your shift, that time is charged to you as either (1) personal (2) vacation time, or (3) unpaid time, in that order. You may make the hours up within the pay period when you arrived late due to inclement weather with your supervisor's permission. You should always use your discretion in getting to work. Otsego County attempts to accommodate individual situations by allowing the use of personal time and vacation time in these situations.

When potentially dangerous weather develops during the day and a decision is made by the County Administrator to close before your normal department closing time, you will be compensated as if you had worked to the end of your regularly scheduled hours for that day. If you elect to leave prior to a decision being made by Otsego County to close early, you will be required to use accrued time at the same rate as if you arrived after your scheduled start time.

If the County is closed by the County Administrator before the official start of the business day, employees will be paid for the hours they were scheduled to work that day. If the County is able to reopen during the day, employees will be expected to report to work when contacted by the department manager.

Union employees should consult their union contract regarding inclement weather.

This policy does not apply to Sheriff's Department employees or 911 Dispatch employees as those departments will not close during emergencies or inclement weather.

PAY DAY

The County will provide for bi-weekly pay periods, which will end at midnight every other Sunday. Paydays will be the following Thursday by 4:00 p.m. There will be 26 pay periods per calendar year. Any questions relative to payment of wages should be directed to the department manager.

## Employee Benefits

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### UNEMPLOYMENT COMPENSATION INSURANCE

The County provides unemployment compensation insurance coverage and all employees are covered.

### DISABILITY AND ACCIDENT INSURANCE POLICY

The County may provide a disability and accident insurance policy for its full-time employees. For an explanation on benefits contact the Human Resource Director.

### DIRECT DEPOSIT

The County has made direct deposit available to its employees. Employees may choose to have the net amount of their paychecks deposited into one or more banking accounts with any banking institution within the United States that participates in electronic funds transfer. Direct deposit will automatically transfer your net funds to the account(s) you specified, making your money available for use on payday.

### LONGEVITY

Regular, non-union, non-management, full-time employees who have completed a minimum of 8 years of service with the County will receive longevity pay in the following increments:

<u>Full-Time Service</u>	<u>Amount</u>
8 years	\$200.00
9 years	\$220.00
10 years	\$240.00
11 years	\$260.00
12 years	\$280.00
13 years	\$300.00
14 years	\$320.00
15 years	\$340.00
16 years	\$360.00
17 years	\$380.00
18 years	\$400.00
19 years	\$420.00
20 years and each year thereafter	\$440.00

To qualify for longevity pay, an employee must be on the County's payroll by December 1. The amount will be paid to qualifiers prior to Christmas of the applicable year. Department Managers are not eligible for longevity pay.

## HOSPITALIZATION / MEDICAL COVERAGE

The County provides hospitalization/medical coverage for regular full-time employees and their families. The employee contribution cost of the plans will be determined each plan year. The County reserves the right to select and/or change insurance coverage and carriers.

Dependents age 19 to 25, who are enrolled as full-time students, may have hospitalization/medical coverage at the employee's expense on an insurance rider to their regular policy per dependent care guidelines of our health care providers.

The County will continue to provide the coverage for a period of 3 months or as provided by law from the date of an eligible employee's layoff.

All full-time non-union employees hired after January 1, 2008 and all non-union employees hired prior to January 1, 2008, who waived their ability to participate in the Otsego County Group Health Plan for retirees, participate in the MERS Post Employment Healthcare Savings Program. Participants must contribute a minimum of \$20 per month into the plan. Otsego County will match employee contributions up to \$40 per month.

Eligible employees who were hired prior to January 1, 2008 and who do not participate in the MERS Post Employment Healthcare Savings Program and who retire from the County and are eligible for a pension through our MERS retirement plan and their spouse, if covered at time of retirement, may elect to continue their group health care coverage through the Otsego County Group Health Plan in the retiree group suffix (medical and prescription coverage only) with the premium of the healthcare insurance the responsibility of the employee and spouse, if applicable, which must be prepaid at current group rates. The County may pay \$250.00 per month towards the cost of health care insurance for those retirees who elect to remain enrolled in the County Group Health Plan retiree suffix for all Department Supervisors from age 62 to 65, for a maximum of 3 years. At the age of 65, the retired employee becomes eligible for Medicare. If the retiree elects to remain in the retiree suffix, the County pays a portion of the Medicare supplemental insurance and prescription premium for the employee only. The retiree contribution cost is determined each plan year. The retired employee's spouse can continue coverage under the Otsego County Group Plan retiree suffix by continuing to prepay the monthly premium. An employee's spouse is eligible for insurance coverage if the spouse was covered at the time of the employee's retirement and the employee is eligible for a pension with the County.

Our health plans and costs are evaluated on an annual basis so changes in coverage and costs are possible at the beginning of each plan year or more frequently if deemed appropriate by the Board of Commissioners.

A retiree must make the decision to enroll or not in the Otsego County Retiree Group Health Care Plan at the time of retirement. For retirees, once a healthcare contract is terminated, they will not be allowed to return to the plan at a later date.

#### HEALTH CARE OPT OUT STIPEND

Eligible regular full-time employees electing to not participate in the Employer's group health care coverage will receive an annual stipend of \$2,000, to be paid quarterly through payroll subject to normal taxes. Non-participants will provide proof of coverage(s) from another source. Employees who elect to return to the Employer's group health plan shall be added during the entry period as determined by guidelines established by our health care providers. Employees that are covered under the Employer's plan through a spouse that also works at the Employer are not eligible for the annual Medical Care Opt out Stipend.

#### DENTAL AND VISION INSURANCE

The County will provide dental and vision insurance coverage for regular full-time employees and their families. The employee contribution cost of the plans will be determined each plan year. The County reserves the right to select and/or change insurance coverage and carriers.

#### HIPAA POLICY AND PROCEDURE

April 14, 2004

Otsego County Health Plans meet the "small plan" standard of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). The Privacy Rules are designed to protect the privacy of employees health information. In general, the term "protected health information or PHI" refers to individually identifiable health information created or received by an entity subject to the Privacy Rules that relates to the past, present or future physical or mental health or condition of an individual, including information regarding the provision of and payment for health care, that is transmitted or maintained in any form or medium. The information must either identify the individual or provide a reasonable basis to believe that the information can be used to identify the individual.

Otsego County's policy has always been and continues to be that the utmost care be used at all times to safeguard any information provided to Otsego County by or for its employees enrolled in our health plan.

Otsego County provides a Notice of Privacy Practices to all enrollees in Otsego County Health Plans. The Human Resources Director is the designated Otsego County Privacy Officer and can be contacted for any information you need regarding HIPAA.

### HIPAA DISCIPLINARY POLICY AND PROCEDURE

In accordance with 29 CFR 164.530 (e) (1), the covered entity (Otsego County) is required to apply appropriate sanctions against members of the workforce who fail to comply with the policies and procedures.

#### Procedure:

1. Upon receipt of a complaint, or a concern by the Privacy Officer, that a violation of the HIPAA rules has occurred, an investigation will be conducted.
2. If it is determined that a member of the covered entity has violated HIPAA, including the improper use or disclosure of protected health information, disciplinary measures up to and including possible termination will be taken.

### RETIREMENT

The County provides a retirement program for its employees with the Municipal Employees' Retirement System of Michigan (MERS). Regular full-time and regular part-time status employees that work 100 hours per month or more are eligible for the retirement program.

### VACATION TIME

November 2003

Each regular full-time and regular part-time employee shall earn, on a pro-rated basis, vacation time as follows:

	<u>Base Time</u>
From start date up to and including 5 years of service	10 days
From 6 years and up to and including 10 years of service	15 days
From 11 years of service and up	20 days

Union employees should consult their union contract for a vacation breakdown.

Vacation time will be credited to the employee's bank on a bi-weekly basis. Employees can only have up to their base vacation accrued in their vacation bank at any one time and they may not use more than what is currently in their vacation bank.

Department managers must submit their vacation requests at least two (2) weeks in advance to the Otsego County Administrator. Department employees must submit their vacation requests at least two (2) weeks in advance to their department manager for approval. The department manager must take into consideration the efficiency of the operation of the department and the wishes of the employee.

Requests for unpaid vacation leave will be considered after an employee has exhausted all time in their vacation, compensatory, and personnel banks. Requests for unpaid vacation leave are subject to the same provisions and approval process as regular paid vacation leave requests.

All regular full-time employees having accumulated regular vacation time credit shall not be paid in lieu of vacation, unless employment is terminated. Employees leaving County employment shall be compensated for vacation time accrued to the date of separation.

#### HOLIDAY OBSERVANCES / PAY

Non-union County employees will observe the following holidays:

New Years Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	The Day After Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Years Eve Day

In addition to the above, 1 (one) floating holiday per year will be given to each regular full-time and regular part-time (on a pro-rated basis) employee. This floating holiday may be used anytime within the calendar year but does not carry forward into the next year or get paid out at termination if unused.

Employees under a union contract will be compensated according to the specifications of their individual contracts.

When a holiday falls on a Saturday, the proceeding Friday will be recognized as the holiday and all non-essential County offices will be closed in observance. When a holiday falls on a Sunday, the following Monday will be recognized as the holiday and all non-essential County offices will be closed in observance. A holiday falling on a Sunday, not recognized as a National Holiday, will be celebrated on the following Tuesday if the Monday following the Sunday is celebrated as a National holiday (i.e. - Christmas Day falling on a Monday will result in Christmas Eve being celebrated on Tuesday).

To be paid for the holiday, employees must be present on the scheduled working day immediately preceding the holiday and the scheduled working day immediately following the holiday. To be eligible for holiday pay, employees must have regular full-time or regular part-time status. For regular part-time employees, they must have been scheduled to work on the day that the holiday is recognized by the county to be eligible for holiday pay. If a legal holiday falls during a period of time when an employee is off on authorized vacation time, the holiday will be paid as a holiday and will not be considered part of the employee's vacation time.

Eligible employees will receive 7 ½ or 8 hours pay at their straight time hourly rate exclusive of premiums, or the applicable prorated amount if less than full-time. If an employee is represented by a union contract, please consult your contract for the accurate amount of pay.

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## Leaves of Absences and Other Time Off

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### PERSONAL LEAVE

Every January, all regular full-time and regular part-time, non-management employees will be credited with personal hours. Employees that work a 37 ½ hour week will be credited with 52.50 personal leave hours and employees that work a 40 hour work week will be credited with 56 personal leave hours. Regular part-time employees will be eligible for personal leave hours that are pro-rated based on their regularly scheduled work week. If an eligible employee begins employment mid-year, personal leave hours will be pro-rated based on their date of hire.

Personal leave may not be granted in anticipation of future service. Eligible employees should request Personal Leave at least two weeks in advance from their department manager using a Vacation/Personal Leave Request Form. If no advanced notice is possible due to illness, employees must notify their department manager prior to the start of their scheduled work shift to request use of their personal leave hours and their department manager must approve the use of their time. If an employee has a personal leave absence in excess of three consecutive working days, they must present medical documentation for the absence.

Recognized holidays falling within a period of personal leave will not be counted against personal leave. Personal leave may be allowed in cases of sickness or injury occurring during the vacation period, provided a doctor's statement is furnished as to the employee's sickness or injury.

Employees shall be paid for all personal leave hours not used at their regular straight time rate of pay in effect when the personal leave hours are paid to the employee. This payment shall be made no later than the first pay period in January of each year. There is no accumulation or carry over of personal leave hours.

At retirement or death, any employee with personal leave in their bank shall receive payment for one hundred percent (100%) of the personal leave hours in their bank. In the case of death, payment will be made to the deceased employee's beneficiary of record. Employees who resign their employment from the County shall receive a pro-rated payment of personal leave hours based on their date of termination. There shall be no payment of personal leave hours to an employee who is discharged.

Should a full-time employee require time off longer than seven (7) days due to a non-work related medical condition, they would be eligible to apply for Short Term Disability for up to six (6) months from date of disability. Their medical condition must be validated and is subject to continued review by our disability carrier. Please see the Human Resources Director for Short Disability Plan Details.

## PERSONAL LEAVE FOR MANAGEMENT EMPLOYEES

Every January, regular full-time and regular part-time management employees that work a 37 ½ hour week will be credited with 52.50 personal leave hours and employees that work a 40 hour work week will be credited with 56 personal leave hours. Regular part-time employees will be eligible for personal leave hours that are pro-rated based on their regularly scheduled work week. If an eligible employee begins employment mid-year, personal leave hours will be pro-rated based on their date of hire.

Personal leave may not be granted in anticipation of future service. Management employees should request Personal Leave at least two weeks in advance from the County Administrator using a Vacation/Personal Leave Request Form. If no advanced notice is possible due to illness, employees must notify the County Administrator prior to the start of their scheduled work day to request use of their personal leave hours and the County Administrator must approve the use of their time. If an employee has a personal leave absence in excess of three consecutive working days, they must present medical documentation for the absence.

Recognized holidays falling within a period of personal leave will not be counted against personal leave. Personal leave may be allowed in cases of sickness or injury occurring during the vacation period, provided a doctor's statement is furnished as to the employee's sickness or injury.

There is no accumulation or carry over of personal leave hours. All hours remaining at the end of the year will be deleted and a new bank of hours will be allotted every January. Personal leave hours are not paid out at time of termination, retirement or death for Management employees.

Should a management employee require time off longer than seven (7) days due to a non-work related medical condition, they would be eligible to apply for Short Term Disability for up to six (6) months from date of disability. After six (6) months, management employees still requiring time off would transfer to Long Term Disability for as long necessary until age 65. Their medical condition must be validated and is subject to continued review by our disability carrier. Please see the Human Resources Director for Short and Long Term Disability Plan Details.

## FUNERAL LEAVE

An eligible employee shall be allowed 5 consecutive days for funeral leave, not to be deducted from personal leave or vacation time, for the death of the employee's spouse, parent, or child. An eligible employee shall be allowed 4 consecutive days for funeral leave for the death of a sibling, mother-in-law, father-in-law, grandparent, brother-in-law, sister-in-law, grandchild, or a member of the employee's household. Employees will be compensated at their straight time rate of pay for actual scheduled workdays missed. An employee may be granted 1 unpaid funeral leave day to attend the funeral of a close friend, a distant relative, or another County employee. Regular part-time employee's funeral leave will be pro-rated based on the number of regularly scheduled hours they work per week.

## MILITARY LEAVE

Military leaves without pay will be granted in accordance with applicable State and Federal statutes.

## FAMILY MEDICAL LEAVE ACT October 21, 1996

This addition to the leave of absence policy is incorporated into the existing leave of absence policy pursuant to the implementing regulations for the federal Family Medical Leave Act of 1993 (FMLA).

This policy is not meant to be all-inclusive and merely highlights the provisions of the FMLA, which are subject to detailed and specific implementing regulations. This Policy is not meant to conflict with either the FMLA or its implementing regulations, the statute and the regulation control.

Employees are entitled up to 12 weeks unpaid job protected leave for certain family and medical reasons if they have worked for at least 1 year and for 1,250 hours over the previous 12 months.

Reasons for taking FMLA Leave are:

To care for the employee's child after birth or placement for adoption by state supervised foster care,

To care for the employee's spouse, son or daughter or parent who has a serious health condition; or

For a serious health condition that makes the employee unable to perform the employee's job.

The employee is required to provide advance leave notice and medical certification should an employee desire to use FMLA. FMLA leave may be denied if the notice and certification requirements are not met. The requirements are as follows:

The employee must ordinarily provide 30 days advance notice when the leave is "foreseeable."

If 30 days notice is not practical, taking into account all facts and circumstances in the individual case, then notice must be given within 1 or 2 business days of when the need for leave becomes known to the employee.

Leave requests must be in writing and must set forth the reasons, anticipated duration, and anticipated start of the leave with medical certification attached. The County may require an employee to obtain a second medical opinion at County expense from a health care provider mutually agreed upon by the employer and employee.

Medical treatment must be scheduled so as to minimize loss of work time. Appointments scheduled during work hours must have written verification from the provider of the health care service that such provider does not offer appointment hours which do not conflict with the employees shift hours and does not offer Saturday hours.

Benefits of FMLA leave include:

For the duration of FMLA leave, health insurance coverage will be maintained.

Employees will be returned to their original or equivalent position upon return from FMLA leave.

Employees paid for time off, such as personal leave and vacation time, will be charged for FMLA leave pursuant to the statutory option granted to the employer.

Accrued benefit time, no matter when earned, will be charged for FMLA leave time taken.

The FMLA does not require that an employee actually ask for FMLA leave in order for the employer be permitted to charge paid time off programs if the purpose for the leave program is a purpose contemplated by the law.

Because FMLA leave time is otherwise unpaid, benefit time on family and medical leave does not accrue except as may be required under applicable collective bargaining agreements.

FMLA leave will be based on a calendar year.

Absences permitted by the FMLA will not be counted under the policy as absence incidents.

**Notice of Employer Expectations and Obligations of Employee:**

Paid and unpaid leave pursuant to the FMLA will be counted against the employee's FMLA leave entitlement.

An employee must furnish to the employer medical certification of necessity for the leave within 15 days of any request for FMLA leave. If the medical certification is found to be incomplete the employee will be provided a reasonable opportunity to cure such deficiency. In the case of foreseeable leave failure to provide medical certification will cause the leave to be denied until the required certification is provided. When the need for FMLA leave is not foreseeable, certification must be provided at least 15 days after the employee gives notice of the need for the leave or as soon as practical under the facts and circumstances requiring the leave.

The employer requires the exhaustion of all paid leave prior to taking unpaid leave.

If the employee has an obligation to pay part of that employee's health care premiums as of the time of the FMLA leave, the employee must make provisions with the Payroll Department to continue such payments during the leave.

Upon return to work, the employee will be required to submit a fitness for duty certificate on the same basis as exists under current return from medical absences.

If an employee is designated as a "key employee", the employee will be so advised at the time a FMLA leave is requested. Upon determination by the employer that substantial and grievous economic injury to the operations of the employer will occur, reinstatement of such key employee may be denied. Adverse effects on health care entitlement may also occur.

A non-key employee will be reinstated to the same or an equivalent job upon return from leave.

Should an employee on FMLA leave decide not to return to work, the employer is entitled to recover its share of health plan premiums paid by the employer during such period of FMLA leave subject to certain exceptions.

The Human Resource Director will provide an employee requesting FMLA leave with written notice detailing the specific expectations and obligations of the employee and explaining any consequences of a failure to meet these objectives. The employee will be provided with a Family Medical Leave Fact Sheet and the required forms for medical certifications. The Human Resource Director will answer all questions regarding FMLA leave rights, duties, and obligation of the employee.

Please see the back of the handbook or the Human Resource Director for request forms for FMLA leave.

## JURY DUTY AND COURT APPEARANCES

Eligible employees who are summoned to serve jury duty on scheduled workdays shall receive pay for the difference between jury duty pay and their straight time pay with the County. All employees who must appear in court for County business shall receive pay for the time required in court.

The employee shall bring the summons notice or subpoena to their department manager and request the time off giving as much notice as possible. It is necessary that the payroll department be furnished with a copy of the voucher for jury duty pay in order for an eligible employee to receive the difference in pay.

## ILLNESS

When using a personal leave day due to an illness, the employee must notify their department manager as early as possible prior to the start of their shift. The employee must follow their specific departmental attendance procedure. If an employee does not notify their department manager prior to the start of their shift, the time prior to calling will be considered an unexcused absence.

## ADMINISTRATIVE INQUIRY LEAVE

If an employee is suspected of serious misconduct and the department manager believes that the employee should not be allowed to continue employment until an investigation has been conducted, the employee may be placed on administrative inquiry leave with pay. An employee on administrative inquiry leave with pay will be given a written notice explaining the alleged offense that resulted in the action that was taken and advised that the possibility of discipline, including termination, exists.

While the employee is on administration leave the department manager in consultation with the Human Resources Director will conduct a fact-finding investigation. A decision regarding employment will be made and the employee notified as soon as possible.

## RETURNING FROM LEAVE

Staffing requirements may require that an employee's position be filled while he/she is on a leave of absence. Although every attempt is made to return the employee to the same or equal position, neither guarantee of employee's current position nor any job with the County can be made when the employee is ready to return to work.

If an employee fails to return to work the first (1st) workday following the last day of their leave period, the employee will be considered a voluntary termination.

## Employee Communications

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### BULLETIN BOARDS

Announcements and required postings are posted on the bulletin boards throughout County buildings. Employees should check bulletin boards regularly.

### EMAIL ANNOUNCEMENTS

Announcements and updates are regularly communicated to employees via the County email system. Employees should check their email daily.

### NEWSLETTER/PAYROLL INSERTS

An employee newsletter will be sent out as needed, usually quarterly, to help employees stay informed on recent developments and happenings within the County offices. Department managers and employees are encouraged to submit information to the Human Resource Director to be included in the newsletter.

Employees may receive notifications and requests for special information through payroll inserts. Employees are encouraged to cooperate with these requests; the County appreciates responses.

## County Commissioner's Compensation

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### SALARY

The Board of Commissioners will, from time to time, establish the annual salary for the Commissioners to be paid through the County payroll process.

### BENEFITS

Each Commissioner is eligible for full family health, dental, and vision insurance with payment of 50% of illustrated rate to be paid by bi-weekly via pre-tax payroll deduction. If the Commissioner elects not to receive health insurance, he/she is eligible to participate in the Health Insurance Opt Out Program which provides a \$2,000 annual stipend paid on a quarterly basis. The stipend is subject to normal payroll taxes.

### PER DIEM

A Commissioner and/or other authorized persons may be compensated with per diem pay at the rate established by the Board of Commissioners for the following circumstances:

Attending Board of Commissioner's meetings.

Attending meetings of committees to which that Commissioner has been appointed.

Attending township meetings in the township(s) that the Commissioner represents.

Attending meetings the Board Chairperson requests that Commissioner to attend on behalf of the County.

Performing duties directly related to their district that requires County representation.

Substituting for another Commissioner to maintain County representation.

Attending committee meetings of which he/she is not a member when that particular committee Chairperson requests his/her presence for a special purpose.

Performing activities directly related to a committee those particular Commissioner chairs.

#### DEFINITIONS, INCLUSIONS, AND EXCLUSIONS

A meeting that includes a luncheon or dinner and consists of 5 or more hours of the Commissioner's time is considered a full day.

A meeting or business that does not exceed 4 hours in time is considered one-half day. All meetings that exceed 4 hours is considered a full day.

Chairperson of the Board - may be compensated for attending any and all meetings pertaining to County business and for all services rendered to the County while serving as Board Chairperson.

It is understood that a County Commissioner will not always be compensated per diem pay for duties and services he/she might do as a representative of the County, but that he/she accepts this as a part of a Commissioner's responsibility.

Per Diem is determined from time to time by the Board of Commissioners. Per diem will be paid in half day increments with a maximum of a full days per diem set by the Board of Commissioners; except after a Commissioner has attended a full day's meeting and is scheduled for an evening meeting, then an additional half day per diem compensation may be paid.

If compensated from another agency (private or governmental), a Commissioner is not entitled to be paid a per diem allowance for this County.

The County Administrator shall review all claims for per diem compensation prior to payment. Per diem is paid bi-weekly through the normal payroll process.

Full-time employees shall not receive per diem.

## Actions, Policies, and Procedures

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### PERSONNEL ACTIONS

The Commissioners will continually review its policies and practices, taking action to insure that any changes to wages, working conditions, employee benefits, demotions, layoffs, terminations, etc. will be made honoring all legal requirements. The Commissioners will maintain a working environment that is free of harassment, intimidation, and coercion at all sites and in all facilities. The following procedures will be followed:

Periodic inspection of all job sites will be conducted to insure that working conditions and employee facilities do not allow discriminatory treatment of personnel.

The spread of wages paid within each job classification will be periodically evaluated to determine any evidence of a discriminatory wage practice. Findings will be shared with employee organizations as appropriate.

The Commission, through County Administration and its Personnel Committee, will periodically review personnel actions. Where evidence of discrimination is found prompt corrective action will be taken.

### DEPARTMENTAL RULES AND REGULATIONS

August 22, 2006

#### POLICY

Each department head is responsible for developing reasonable Rules and Regulations, which are consistent with and supplement Board Policies. These shall include attendance and reporting procedures pertinent to a specific department's operation and guidelines for employees' conduct and dress in the workplace.

#### PROCEDURE

The Human Resources Director will verify that any proposed department rules/procedures are in compliance with Board Policies. The County Administrator's approval is also required prior to implementation.

## DEPARTMENTAL PROGRAM/POLICY IMPLEMENTATION

August 22, 2006

### POLICY

Each department head is responsible for developing policies and procedures for various department functions. It is incumbent upon department heads to ensure that new/changed policies and procedures not create an undue hardship on the public.

### PROCEDURE

Prior to any new programs and/or procedure being implemented, department heads will obtain approval from the County Administrator. The County Administrator will determine whether any standing committees or the full Board of Commissioners need to approve or be notified of the program/procedure.

### VEHICLE POLICY

October 24, 2006

1. Purpose The intent of this policy is to establish a procedure for employees of the County of Otsego who operate county owned vehicles.
2. Authority Otsego County Board of Commissioners.
3. Application This policy will apply to all employees, elected or appointed, who may operate vehicles owned by the County of Otsego.
4. General Policy

All employees who are assigned County owned vehicles to carry out their duties as County employees shall leave all County owned vehicles at their normal employment site or office location. Any County employee who operates a County owned vehicle shall use the vehicle assigned to them for county business purposes only. The use of County owned vehicles for personal use is prohibited, and shall result in referral to the Attorney General or disciplinary action up to and including discharge.

Use of County-owned vehicles must be in compliance with all state and federal laws, local ordinances and applicable county policies.

Adoption of this policy supercedes previously adopted county-wide or departmental policies which may be in conflict with this policy.

Failure to follow this policy may result in revocation of an assigned vehicle, or in disciplinary action up to and including termination of employment.

5. Supervisory Responsibilities

It shall be the responsibility of the County Administrator and Management Team members to:

- A. Promote the safe operation of county vehicles.
- B. Administer and enforce all state and federal laws, county and/or departmental policies and procedures regarding vehicle operation which may be applicable.

6. Employee Responsibilities

- A. Safely operate county vehicles conforming to all state laws, local ordinances and county and/or departmental policies regarding the operation of a motor vehicle.
- B. Maintain a valid and properly classified operator's license and provide proof of such license as required by county and/or departmental administration.
- C. Advise an immediate supervisor immediately of the loss of a valid operator's license due to suspension, revocation or expiration.
- D. Employees assigned county-owned vehicles are to take proper care of the interior and exterior appearance and services of county-owned vehicles at the scheduled times and/or every 4,000 miles. Failure to do so may result in disciplinary action. Upholding the maintenance requirement is the responsibility of the Department Director.
- E. Promptly report any and all vehicle safety defects found during such inspections. These shall be reported to the immediate supervisor and the person responsible for vehicle maintenance and repair.
- F. Require that all occupants utilize safety belts.
- G. Employees shall operate county vehicles in a safe and courteous manner. Employees shall not exceed the speed limit unless in pursuit or emergency.
- H. Violations, citations, fines, and other actions taken by any police jurisdiction against any employee while driving a county vehicle shall be the responsibility of the employee and may be cause for disciplinary action by the county.
- I. Employees shall notify his/her department director of any points incurred on their driver's license for situations including, but not limited to, accidents, speeding tickets, driving under the influence, and driver's license suspensions or revocations.

- J. The use of tobacco in any form is prohibited in county-owned vehicles.
- K. Maintenance on county-owned vehicles will be performed by the Otsego County Bus System staff, unless the work can be performed at an equivalent or lesser cost, or if the timeliness of having the vehicle services by the Bus System would create a hardship for the department.
- L. The Department Director of each department shall turn into the Bus System Director the mileage of each county-owned vehicle each quarter. This will be on the first day of January, April, July, and October, no later than the 5<sup>th</sup> day in order to keep accurate records.
- M. All County vehicles will have an "official county vehicle" sticker placed on the vehicle, except for those vehicles that have an alternative sticker identifying their Department.

7. Prohibited Usage or Practices

- A. Allowing any non-county employees to operate a county vehicle.
- B. Operating the vehicle in contravention to applicable state laws, local ordinances or county and/or departmental policies or procedures.
- C. Using any assigned vehicle for any illegal purpose as defined by federal law, state law, county or local ordinance.
- D. No county vehicle shall be used for personal use, including commuting to and from the office, general recreation or vacations.

8. Exceptions

Exceptions to this policy must be reviewed and approved by the Board of Commissioners.

#### E-MAIL / INTERNET POLICY

The purpose of the electronic mail (e-mail)/internet system is to assist the County's day-to-day conduct of business activities. This document sets forth the policies regarding the use of the e-mail/internet system. **The County reserves the right to change or amend these policies at any time with or without notice.**

The e-mail/internet system is the property of the County. All data and other electronic messages within this system are the property of the County. E-mail messages either composed or received in this system may be considered County Records, depending on content, and therefore may be subject to Freedom of Information Act requests and other legal disclosure.

The County reserves the right to monitor all e-mail messages either composed or received in the e-mail system. It is possible that e-mail sent from the County's system can be intercepted on the system and on the internet;

therefore, the user should not expect any degree of privacy regarding e-mail messages. E-mail messages deleted by the user may be retrievable from the hard drive, backup tapes or the receiving or sending e-mail systems.

Only the County employees who have an e-mail account and password are permitted to use the e-mail system. E-mail accounts will only be established once the employee has read the County's E-Mail/Internet Policy and has signed the County's Electronic Communications Policy Acknowledgment Form. Upon termination of employment, that user's e-mail account and privileges will be revoked.

Certain uses of the County's e-mail system are not allowed. Prohibited uses include, but are not limited to:

Using e-mail for any purpose which violates State and Federal laws.

Using e-mail in a way that violates copyright laws.

Using e-mail to circumvent the Open Meetings Act.

Sending or receiving confidential communications related to litigation, negotiation or investigation.

Misrepresenting one's identity to compose or intercept messages.

Revealing your e-mail access code or password to another employee.

Using e-mail for commercial purposes other than the business of the County.

Using e-mail for purposes of lobbying.

Creating offensive or malicious messages. These would include, but not be limited to messages that contain profanity, sexually explicit content, race, natural origin or gender specific comments, threats or harassment.

Using e-mail for religious or political purposes.

Using the e-mail system for gambling, betting pools or investment clubs.

Chain letters.

Engaging in any e-mail activity that would create liability for the County.

The County reserves the right to use any e-mail found in its system for its business activities and to disclose e-mail contents to appropriate personnel.

## LAWSUITS

The Board of Commissioners, through the County Administrator, must be notified of all filed or anticipated lawsuits.

## EMERGENCY SERVICE REQUEST

Otsego County will strive to provide emergency services in the form of personnel and/or equipment when requested by another governmental agency or emergency agency. The County's Emergency Management Director will coordinate the assistance.

The County recognizes that volunteers provide many emergency services to the general public. The County is aware that it may have employed civic-minded personnel that may provide their services as volunteers to various emergency response agencies. These agencies would include but not necessarily be limited to volunteer fire departments, county ambulance services and/or the sheriff's auxiliary.

It is the policy of the County to allow such personnel to assist, when part of an emergency organization, without a loss of pay if the emergency call comes during normal working hours. If the employee is compensated by the emergency organization they represent for work performed during normal business hours, the compensation they receive will be returned to the County.

## CITIZEN COMPLAINTS

July 2000

This policy shall apply to all employees of Otsego County. The purpose is to establish a procedure for the receipt, documentation, investigation, and resolution of citizen complaints related to the actions of County employees. It is the goal of Otsego County to handle all complaints in a fair and equitable manner and to assure that all concerned are aware of the County's complaint procedure.

This policy is an internal procedure and is in no way intended to affect any individual's civil or criminal liability.

The policy is as follows:

Otsego County wishes to continue to improve the quality of governmental service to its citizens. To accomplish this and to maintain citizen confidence in the integrity of County government, Otsego County will address all citizen complaints in a meaningful, fair, and effective manner.

Otsego County demands and expects the highest degree of integrity from all employees. Accordingly, it is assumed that employee actions are made in good faith, and are within the law as well as department and County policies, resolutions and ordinances.

The County will support an employee falsely accused and defend any legitimate directive issued to personnel. However, a thorough and immediate investigation will follow all citizen complaints.

Otsego County will accept and investigate all complaints concerning the job-related misconduct of County employees from any citizen, group, or agency.

Proper disposition of the complaint will be made upon completion of an investigation. The public focus shall be on the facts pertaining to the allegations and not the internal disciplinary steps taken by the County with the employee. However, if misconduct is determined to have occurred, then counseling, training, or discipline consistent with the circumstances will be administered.

#### IMPLEMENTATION:

##### Definitions

Supervisor - The Department Manager, or designee, directly in charge of an employee

Department Directive - An internal department policy not in conflict with County policy

Procedural Inquiry - An inquiry concerning a department or County policy

Personnel Complaint - Related to an employee's job-related misconduct

Misconduct - A violation of law, policy, resolution, or ordinance

Unfounded Complaint - The facts do not support that job-related misconduct occurred

Formal Complaint - A written citizen complaint regarding job-related misconduct by a County employee

Informal Complaint - A verbal citizen complaint regarding job-related misconduct by a County employee

Resolved at Intake - No additional investigation is required, but the complaint must be entered into a citizen complaint logbook

#### COMPLAINT ADMINISTRATION

A department manager shall assure that any complaint received is processed accordingly to this policy. Department managers are charged with the investigation of each citizen complaint except those complaints resolved at intake. The Human Resource Director shall make inquiries and investigations concerning a department manager.

#### DOCUMENTATION

Each complaint shall be assigned a unique sequential number by the department manager and recorded in a logbook. The logbook shall include a complaint number, nature of complaint, date investigation starts, dates and summary of all status reports, and final disposition. A complaint number shall not be voided or reassigned for any reason.

Each department manager shall maintain a Complaint File with all complaints maintained for a minimum of 10 years. Citizen complaint files must be secured and kept separate and distinct from personnel files. Citizen complaint data shall not be disclosed to the public except as directed by a court or statute. Access to a citizen complaint file with the County shall be on a need to know basis.

#### ACCEPTANCE OF COMPLAINT

Each citizen complaint shall receive prompt and polite attention in a professional manner by County personnel. Each complaint shall be referred to a department manager except where the complaint is resolved at intake. In the

absence of a department manager, or if a complainant does not wish to speak to a department manager, the employee contacted will document the complaint and forward it to a department manager.

The complainant should be encouraged to reduce a complaint to writing. Legal actions and civil rights issues shall be forwarded to the County Coordinator who shall assist the department manager in following this policy. Allegations of a criminal nature shall be referred to the County Prosecutor who shall assist the department manager in following this policy.

No undue obstacles or hardships shall be presented to the complainant. An employee receiving a citizen complaint may, with the citizen's consent, attempt to explain department or County policy in an attempt to resolve the complaint at intake. Resolution at this stage shall only be with the consent of the complainant. The complainant and its resolution shall be noted in the citizen complaint logbook.

#### PRELIMINARY FINDINGS

The three preliminary findings include:

- a) Unfounded complaint
- b) Resolved at intake
- c) Additional investigation required

#### PROCEDURE

The department manager shall review the citizen complaint and make a preliminary finding viewing the allegations in light most favorable to the complainant. Where the complainant is unfounded or is resolved at intake, the complaint may be closed after explanation to the complainant and notation in the logbook. If additional investigation is required, the manager shall review all pertinent documents and questions all pertinent witnesses to the incident(s), which gave rise to the complaint. The manager shall request, but not require, a statement from the employee who is the subject of the complaint. If an accused employee is questioned, the manager shall follow all applicable labor agreements.

No investigation is authorized to extend beyond 30 days commencing with the receipt of the complaint without the written consent of the Personnel Committee Chairperson. The Personnel Committee may request weekly status reports. Upon completion of the investigation, the department manager shall make a final determination, as noted below, based on all the facts and circumstances. A written summary of the pertinent facts and conclusions shall be prepared and submitted to the Personnel Committee and the County Coordinator. Determinations are to be as follows:

Proper Conduct - The alleged act occurred but was justified, legal, and proper

Unfounded - The alleged act did not occur

Inconclusive - The allegations could not be clearly proved or disproved

Improper Conduct - The accused employee committed an act of misconduct by the standard of proof appropriate to the type of investigation

The department manager shall notify the employee and the complainant of the final determination of the complaint. The fact that disciplinary action, if warranted, will be taken may be divulged to the complainant. The precise nature of any discipline should not be made public. If the final determination is that improper conduct occurred, reasonable discipline, in light of the type and severity of the misconduct, shall be imposed pursuant to the personnel policies of the County.

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## Conflict of Interest

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To assure that citizens receive reasonable services, the Otsego County Board of Commissioners, under the laws of the State of Michigan, will from time to time appoint citizens to various Boards/Commissions/Agencies and Authorities.

It is possible individuals providing service may confront situations where they may have dual interest, which might be interpreted as conflict of interest. However, service to the public is not rendered impossible solely by reason of dual interest or possible conflict of interest.

None the less, service to the public carries with it a requirement to act in a judicial manner, being open and honest and economically exercising their best case, skill, and judgment in the interest of the individual, the citizens, and the County.

Conflict of interest is best handled by full disclosure of possible conflict and abstaining if you or your Board/Commission/ Agency or Authority deems it appropriate.

In addition:

If one has a direct or indirect financial interest in a firm doing business with the County, the employee must advise his/her manager or the County Coordinator and must not represent the County in any transaction with that firm.

No employee or member of the immediate family shall accept gifts from any person or firm doing or seeking business with the County wherein the acceptance of a gift would infer an attempt to influence the decision of the employee.

No employee shall, directly or indirectly, give, offer, or promise anything of value to any representative of any supplier in connection with any transaction they may have with the County.

No employee shall directly or indirectly engage in conduct that is disruptive or damaging to the County while on the job.

Employees handling confidential information are responsible for its security. Extreme care must be

exercised to ensure that data is safeguarded to protect the County, its employees, its suppliers and the public.

Conflict of interest or possible conflict of interest shall be disclosed and made a matter of record. The individual may be excused; if excused the individual shall leave the room and take no part in proceedings. If the by-laws of the organization discuss conflict of interest the provisions of the by-laws shall prevail.

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## Board/Commission/Committee Appointment Policy

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### PURPOSE

Boards, Commissions and Committees (Committees) are created, either through mandate or the will of the Otsego County Board of Commissioners, to aid them in the policy development and decision-making process. It is the intent of the Board to solicit public interest and to establish a fair and equitable procedure for appointments, reappointments or replacement of members to County Committees.

### POLICY

1. The term of office for all appointments to committees shall begin on January 1, except as otherwise required by law.
2. County Commissioners may be appointed to serve on committees where such service is not prohibited by law or is mandated by law. Commissioners appointed to serve on committees shall be appointed annually and shall be deemed to serve by virtue of their position as County Commissioner. For such Commissioners, such appointment shall continue only so long as the Commissioner continues in office. At the point a Commissioner so appointed vacates the office of County Commissioner, all appointments enjoyed by virtue of that office shall also terminate.
3. Open positions, including openings due to term expirations or mid-term resignations, on committees shall be posted on the County's website for a period of four weeks prior to the Board of Commissioners taking action on a position. Such postings will list the deadline for applying for open positions. Open positions will also be announced at a regular County Board meeting, four weeks prior to the Board of Commissioners taking action on a position.
4. Citizens who are already serving on a committee, and whose terms are expiring will be notified of the expiration of their term approximately six weeks prior to the date of term expiration. They will be required to submit a letter of interest as to whether or not they wish to continue serving on said board. If a letter is not received from the individual whose term is expiring, it will be assumed that the individual no longer wishes to serve on this committee.
5. Vacancies created by individuals who resign prior to the expiration of their term will be viewed as new appointments and the procedure outline in item 3 will be followed. All resignations should be submitted in writing to the Board of Commissioners. The appointment of a position due to a mid-term resignation will be for the remainder of the original term.

6. All applications received prior to the established deadline will be forwarded to the respective committee to review for recommendation to the Board of County Commissioners. Applications received after the deadline, but before the position is filled, may be considered at the Board of Commissioner's discretion. The Board will consider the committee's recommendation and appoint an individual to serve on the committee. All appointees must be residents and registered voters in Otsego County prior to the time the appointment is made. An exception to the residency requirement may be given in the case when no County resident could be found at the time of the initial appointment to the open position. The residency requirement will be waived for additional terms for individuals appointed in these circumstances.
7. After the appointment is made, all individuals who submitted applications will receive notification from the County Administrator's office advising whether or not they were selected for the particular position for which they indicated an interest.
8. Alternate County committee members, where alternate membership slots are provided, shall be appointed in the same manner as set forth in this policy.
9. All members appointed by the Board to serve on various committees are expected to attend each and every meeting of the committee. If a member is absent from three or more meetings of the committee in a calendar year, the Board of County Commissioners may consider removal of such members.

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## Health and Safety

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To assure that the health and safety of employees has a high County priority, a Safety Committee will be established with members from various departments. The Human Resource Director will represent the Board.

Meetings will be called as needed, typically quarterly, to consider issues such as:

Accident and/or injury involving employees, Commission vehicles, equipment, or property.

Inspection of buildings, facilities, premises and equipment.

Safety issues, hazards and suggestions reported by employees or the public.

Short and long-term safety training needs, resources and opportunities.

Minutes of meetings shall be kept and a report made when requested to the County Administrator or the Board of Commissioners by the Human Resource Director.

### SAFETY BOOT ALLOWANCE POLICY

May 23, 2006

Regular full-time and regular part-time employees that are in the following job classifications which require steel-toed safety boots: Building and Grounds Maintenance, Airport Maintenance, Parks and Recreation Community Center Monitors and Parks Rangers (excludes seasonal employees), Bus Maintenance, Bus Mechanics, Building Inspectors, and Jail Cook are eligible for reimbursement up to \$50.00 annually for the purchase of steel-toed safety boots with submission of receipts through the normal expense reimbursement procedure. Positions that are already covered by a uniform, clothing or equipment allowance are not eligible for the safety boot allowance.

### WORK PLACE ACCIDENTS

All Otsego County employees are covered under Otsego County's worker's compensation insurance policy. If an on-duty injury occurs, employees should immediately report the injury to their supervisor who will secure authorization for treatment when required, from Human Resources and complete the necessary administrative paperwork to document the injury. For injuries not requiring emergency treatment, employees must go to the Occupational Health Division of

the Otsego Memorial Walk-In Clinic. If an employee does not go the approved occupational health provider, payment for services is not guaranteed by our worker's compensation vendor.

## VIOLENCE FREE WORK PLACE POLICY

February 26, 2008

It is Otsego County's policy to provide a workplace that is safe and free from all threatening and intimidating conduct. Therefore, Otsego County will not tolerate violence or threats of violence of any form in the workplace, at work-related functions, or outside of work if it affects the workplace. This policy applies to Otsego County employees, clients, customers, guests, vendors, and persons doing business with Otsego County.

It will be a violation of this policy for any individual to engage in any conduct, verbal or physical, which intimidates, endangers, or creates the perception of intent to harm persons or property. Examples include but are not limited to:

- Physical assaults or threats of physical assault, whether made in person or by other means (i.e., in writing, by phone, fax, or e-mail).
- Verbal conduct that is intimidating and has the purpose or effect of threatening the health or safety of a co-worker.
- Possession of firearms or any other lethal weapon on County property, in a vehicle being used on County business, in any County owned or leased parking facility, or at a work-related function.
- Any other conduct or acts which management believes represents an imminent or potential danger to work place safety/security.

Anyone with questions or complaints about workplace behaviors which fall under this policy may discuss them with a supervisor or the Human Resources Director. Otsego County will promptly and thoroughly investigate any reported occurrences or threats of violence. Violations of this policy will result in disciplinary action, up to and including immediate termination of employees. Where such actions involve non-employees, Otsego County will take action appropriate for the circumstances. Where appropriate and/or necessary, Otsego County will also take whatever legal actions are available and necessary to stop the conduct and protect Otsego County employees and property.

## General Information

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### ATTIRE AND APPEARANCE

During normal business hours, employees are expected to present themselves in a clean and neat manner and to dress in accordance to the requirements of their position. Some employees will be subject to department-specific dress codes that may include style and color of uniform. Department managers will instruct their employees on the standards of dress within their department.

Some guidelines to consider:

Employees should use common sense rules in neatness, good taste, and comfort.

Provocative clothing is prohibited, as are extreme fads.

Skirts/Shorts must be a sensible length.

Clothing should not constitute a safety hazard.

Name badges must be worn at all times.

Fridays will be considered a "casual dress day" and, if permitted by department manager, jeans may be worn.

A manager may require an employee to leave the work place, without pay, if the employee's attire or appearance is inappropriate. The employee will not be compensated for their time away from the work place and they must return to work as soon as possible.

### EMPLOYEE IDENTIFICATION CARD

Each employee will receive a picture identification card that among other data will indicate their name and department/position. These cards must be worn at all times when representing the County. If an employee should lose the card they are to notify their department manager. Upon leaving County employment these cards are to be returned to the department manager.

### KEYS

All employees are responsible for the security of issued keys. If keys are lost, the employee must notify their department manager immediately. All keys must be returned to department managers upon termination of employment.

## PERSONNEL FILES

The Human Resource Department will maintain a complete and strictly confidential file on the employment of each employee. In accordance with State law, all of the information in these files is available to the employee and authorized personnel only. If an employee wishes to view their file, they may contact the Human Resource Director to schedule an appointment during normal business hours.

It is necessary for the County to have each employee's correct name, address, telephone number, marital status, and number of dependents on file at all times for personnel, payroll, and benefit reasons. All employees are asked to please report any changes in status as soon as possible to the Human Resource Director.

The Human Resources Department retains and destroys personnel records in accordance with federal and state laws governing records retention. The following outlines the Human Resources Department's operating procedures for personnel records retention and destruction of documents when such retention periods have passed.

Human Resources maintain both employee record information and government compliance reports, both are subject to the retention requirements and destruction policies which follow:

Employee information records are maintained in segregated personnel files as noted:

I-9 forms,

General employees' personnel records,

Benefit plan and employee medical records,

And

Health and safety records.

All personnel records and confidential employee data maintained by Human Resources will be destroyed by shredding after retention dates have passed; this pertains to all personnel records, not just those governed by the Fair and Accurate Credit Transactions Act (FACTA). Application materials submitted by applicants for employment who were never employed are also to be shredded. Personnel records and confidential employee data will not be discarded and any employee found negligent in protecting these records will be subject to the company's disciplinary action policy.

Personnel records include electronic as well as paper records. Human Resources will interface with the IT Department periodically but no less than annually to review and ensure that Human Resources electronic records relating to employee information and compliance reports are properly purged.

The following set forth the periods of retention for Human Resources of terminated employee and applicant records and compliance reports:

#### Pre-employment Records

Resumes/applications and related employment materials 4 years after termination

Background checks, drug test results, driving records, company employment verifications, letters of reference, and related documents 4 years after termination

#### Employee Records

Terminated employee I-9 Forms: **The later of** three years from date of hire or one year following termination of employment.

Compensation, job history and timekeeping records 4 years after termination

FMLA/USERRA and related leave records 4 years after termination

Performance appraisal/disciplinary action records 4 years after termination

Benefit records 6 years after termination

Disputed issues (records relating to issues 2 years after resolution of dispute, involving external agencies or parties, wage charge, or suit hour investigation by DOL, EEOC charge, arbitrations, court actions, etc)

OSHA & employee safety records 5 years after termination

Workers Compensation claims 30 years after date of injury/illness

## Compliance Reports/Records

State New Hire reports 1 year after report filed

EEO-1/VETS-100 4 years after report filed

OSHA 300/300A 5 years after posting

Federal/State tax reports 4 years after report filed

## SOLICITATION

In order to minimize distractions from our responsibility to serve the citizens and to shield County employees and visitors from the annoyance and pressure involved the County prohibits solicitation for any purpose during work hours in work areas. This does not include break or meal times. Employees are not permitted to distribute literature of any kind at any time in work areas.

Solicitation of any kind and distribution of literature on County property by any persons is prohibited. The only exceptions to this policy are activities expressly approved by the Coordinator or The Board of Commissioners.

## OTSEGO COUNTY ANTI- NEPOTISM POLICY

February 8, 2005

This policy is established in order to: (a) prevent favoritism in hiring, promotion, discipline, transfer or layoff decisions; (b) avoid the possibility of an employee supervising a relative; (c) avoid a potential conflict of interest for a supervisor in the resolution of employee grievances or other employment decisions; and (d) prevent compounding morale problems if an employee, who is related to another employee in the same department, is disciplined, terminated or laid off.

- A. Employees who are related may not work in the same department for the County. For purposes of this policy, "related" shall cover the following relationships:
1. Parent (natural, step, or in-law)
  2. Child (natural or step)
  3. Brother/sister (natural, step, or in-law)
  4. Spouse
  5. Grandparent
  6. Legal guardian

- B. When two employees who work in the same department get married, they shall be allowed one (1) year from the date of their marriage for one of them to find alternative employment or transfer to another department of the County. If after one (1) year both employees are still working in the same department, the employee with the least seniority with the County shall be terminated.

## SECONDARY EMPLOYMENT

Secondary employment, which interferes in any manner with an employee's work schedule or the employee's ability to perform his/her job with the County, will not be permitted. **The employee's job with the County will always be considered Primary.** If the County determines that secondary employment interferes, the employee will be required to terminate the secondary employment if he/she wishes to remain a County employee.

Secondary employment is also prohibited if, in the judgment of the County, a conflict of interest exists.

**Employees who are considering a second position, should notify their department manager in writing.**

## EMPLOYMENT OF MINORS

The County may employ minors, in part-time positions, under the following circumstances:

Employment must be outside of school hours.

Employee must not work more than 40 hours in any 1-week when school is not in session.

Employee must not work more than 18 hours in any 1-week when school is in session.

Employee must not work more than 8 hours in any 1-day when school is not in session.

Employee must not work more than 3 hours in any 1-day when school is in session.

Employee can only work between the hours of 7:00 a.m. and 7:00 p.m. in any one day, except during the summer (June 1 through Labor Day) when the evening hour is 9:00 p.m.

No persons under the age of 18 shall be employed, until they procure a work permit as required by law. Under no circumstances whatsoever shall a minor under the age of 16 be employed.

In the vast majority of circumstances, minors will only be employed during periods when schools are not in session.

#### SMOKING

It is the policy of Otsego County to provide a smoke-free workplace for all employees. The County prohibits smoking in its facilities, vehicles, and all County property leased. This policy complies with Michigan Department of Public Health codes, Michigan Clean Indoor Air Act of 1986 and Public Act 315. All employees are responsible for ensuring compliance with this SMOKE-FREE ENVIRONMENT policy. Anyone observing a violation is requested to courteously remind that person regarding the Smoke-Free Environment policy and suggest that smoking materials be extinguished. Noncompliance will be documented. Employees violating this policy will be disciplined in accordance with employee disciplinary guidelines.

#### TELEPHONE COURTESY

The County insists on good telephone habits, which supports a customer friendly policy. Please adhere to these principals.

Answer promptly.

Identify yourself and your department; also identify the caller.

Give accurate and concise answers.

Be as brief as possible.

Speak distinctly...vital information is often communicated by telephone.

Answer calls tactfully.

Conclude the conversation in a professional manner.

## CELL PHONE USAGE POLICY

February 26, 2008

The purpose of this policy is to promote a safe and productive work environment and increase public safety. This policy applies to both incoming and outgoing cellular calls.

### Personal Cellular Phones

While at work, employees are expected to exercise the same discretion in using personal cellular phones as is expected for the use of company phones. Personal calls during the work day, regardless of the phone used, can interfere with employee productivity and be distracting to others. Employees are expected to make personal calls on non-work time and to ensure that friends and family members are aware of the Otsego County Cell Phone Usage policy. Excessive personal calls during work time are prohibited.

Otsego County will not be liable for the loss of personal cellular phones brought into the workplace.

### County-Provided Cellular Phones

Where job or business needs demand immediate access to an employee the County may issue a business cell phone to an employee for work-related communications.

Employees in possession of County issued cellular phones are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the phone for return or inspection.

### Safety Issues for Cellular Phone Usage

All employees are expected to follow applicable state or federal laws or regulations regarding the use of cell phones. Employees whose job responsibilities include regular or occasional driving and who are issued a cell phone for business use are expected to refrain from using their phone while driving – use of a cell phone while driving is not required by the County. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are required to pull off to the side of the road and safely stop the vehicle before placing or accepting a call.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

### Special Responsibilities for Managerial Staff

As with any policy, management staff is expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

Failure to follow this policy may result disciplinary action up to and including termination.

DRAFT

## Travel and Other Official Expenditures

### CONVENTIONS, EDUCATION, SEMINARS, ETC.

The County will reimburse regular, full-time employees for work-related seminars, courses, classes, or workshops. Reimbursement will be made after the class is satisfactorily completed (passing grade or certificate of completion shall document satisfactory completion). Approval to attend must be obtained from the Human Resource Director in advance and in writing. The following criteria must be met before any approval can be considered:

The course schedule will allow attendance without disruption of the department's schedule or workload.

Funds are available for the course(s). Reimbursement will be made after the receipt of documented grade/completion reports and tuition receipts. Duplication of other forms of reimbursement shall not be allowed

The County may reimburse classes that an employee wishes to attend that would directly contribute to the continued development of the professional skills and knowledge of the employee's position with the County. Prior approval is required as discussed above and reimbursement will be made after satisfactory completion of class and/or activity.

### TRAVEL AND EXPENSE REIMBURSEMENTS

A. General

Travel expenses directly related to official County business are reimbursable.

B. Policy and Procedures

1. Original itemized receipts shall accompany requests for reimbursement for expenses incurred in conjunction with official travel.
2. When practical, employees should share transportation and lodging as economy measures.
3. Approval authority for travel plans and travel expense reimbursement claims is as follows:

Approval Authority  
Elected Officials  
Department Heads  
County Administrator

Approval For  
Persons in their Department(s)  
Persons in their Department(s)  
Board Members,  
Elected Officials,

Finance Chair

Appointed Department Heads  
County Administrator

4. Claims for travel reimbursement shall be submitted by the traveler within 30 days after travel has been completed using either or both of the following forms. Travel expenses shall be reimbursed only in the budget year in which expenses are incurred. On approval by the authorizing official as outlined above, travel claims will be forwarded for payment.
  - a. County Credit Card expense voucher.
  - b. Travel Expense voucher.

C. Reimbursement

1. Meals (gratuity included):
  - a. Breakfast: Travel commences prior to 6:00 a.m. and extends beyond 8:00 a.m.  
Allowance \$7.00
  - b. Lunch: Travel commences prior to 10:00 a.m. and extends beyond 2:30 p.m.  
Allowance: \$10.00
  - c. Dinner: Travel commences prior to 3:00 p.m. and extends beyond 8:00 p.m.  
Allowance: \$ 15.00
  - d. Mileage: \$.40 as approved by the County Board of Commissioners
2. Accommodations: \$ 100.00 (tax included)  
Reimbursement for accommodations may be higher when associated with a workshop or conference, with advance authorization from the designated approval authority.
3. Mileage cannot be incurred for travel of less than one mile and multiple trips of less than one mile shall not be accumulated for reimbursement purposes

Abuse of this business travel expense policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.



**Otsego**  
**COUNTY**  
M I C H I G A N

## APPLICATION FOR APPOINTMENT TO COMMITTEES, BOARDS AND COMMISSIONS

The information provided on this form is for the use of the Otsego County Board of Commissioners in its deliberation to fill vacancies on committees, boards and commissions. Applications may be submitted at any time and will be kept on file for a period of one (1) year. Applicants may be asked to attend a designated meeting of the County Board of Commissioners for application review and appointment consideration.

To which committee(s), board(s) or commission(s) are you seeking appointment?

ZBA

Please print or type.

Name: Philip J. Alexander

Address: P.O. Box 724 Gaylord Zip Code 49734

Telephone: 732-3292 Other: \_\_\_\_\_

Date available for appointment \_\_\_\_\_

County Commission District   V  

Are you a registered voter in Otsego County?  Yes  No

If yes, which township, city or village? Otsego Lake Township

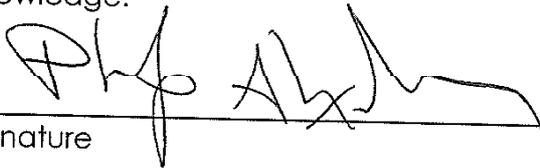
Are you aware of the time commitment necessary to serve on the committee, board and/or commission to which you seek appointment and will you have such time?

Yes     No

Please provide information about specific training, education, experience or interests you possess that qualify you as an appointee to the position you seek.

- 6 years on the Otsego Lake Township Planning Commission
- Facilitated the public input session for the County Comprehensive Plan in 1992 (our current Master Plan)
- Participated in "One County - One Vision"
- Participated in the current process of updating our County's Master Plan
- Michigan Society of Planning Officials Advanced Training "Improving Community Appearance"

I hereby certify that the preceding information is correct and to the best of my knowledge.



Signature

Feb. 21, 2008

Date

Mail your completed application to:

Otsego County  
Attn: County Administration  
225 West Main Street, Room 203  
County/City Building  
Gaylord, MI 49735

or

Email your completed application to:

[spremo@otsegocountymi.gov](mailto:spremo@otsegocountymi.gov)

Thank you very much for giving us the opportunity to consider you for appointment.



**Otsego**  
**COUNTY**  
M I C H I G A N

## APPLICATION FOR APPOINTMENT TO COMMITTEES, BOARDS AND COMMISSIONS

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To which committee(s), board(s) or commission(s) are you seeking appointment?

ZONING BOARD OF APPEALS

Please print or type.

Name: TIM BAKER

Address: 7011 SUGAR HILL CIRCLE, GAYLORD Zip Code 49735

Telephone: (H) 617-2338 (W) 731-4343 Other: \_\_\_\_\_

Date available for appointment MOST ANYTIME

County Commission District \_\_\_\_\_

Are you a registered voter in Otsego County?  Yes  No

If yes, which township, city or village? OTSEGO LAKE TOWNSHIP

Are you aware of the time commitment necessary to serve on the committee, board and/or commission to which you seek appointment and will you have such time?

Yes     No

Please provide information about specific training, education, experience or interests you possess that qualify you as an appointee to the position you seek.

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I hereby certify that the preceding information is correct and to the best of my knowledge.



\_\_\_\_\_  
Signature

2-14-08

\_\_\_\_\_  
Date

**Mail your completed application to:**

**Otsego County  
Attn: County Administration  
225 West Main Street, Room 203  
County/City Building  
Gaylord, MI 49735**

or

**Email your completed application to:**

[spremo@otsegocountymi.gov](mailto:spremo@otsegocountymi.gov)

Thank you very much for giving us the opportunity to consider you for appointment.



**Otsego**  
**COUNTY**  
M I C H I G A N

## APPLICATION FOR APPOINTMENT TO COMMITTEES, BOARDS AND COMMISSIONS

The information provided on this form is for the use of the Otsego County Board of Commissioners in its deliberation to fill vacancies on committees, boards and commissions. Applications may be submitted at any time and will be kept on file for a period of one (1) year. Applicants may be asked to attend a designated meeting of the County Board of Commissioners for application review and appointment consideration.

To which committee(s), board(s) or commission(s) are you seeking appointment?

Otsego Co Zoning Board of Appeals

Please print or type.

Name: Christa M. Bono

Address: 1712 Baden Strasse Zip Code 49735

Telephone: 989-732-8474 Other: Gert's Draperies 732-3340  
Cell: 989-350-6779

Date available for appointment \_\_\_\_\_

County Commission District 9

Are you a registered voter in Otsego County?  Yes  No

If yes, which township, city or village? Livingston Twp

Please complete the following. You may use additional sheets as needed.

**Community Service**

List boards, commissions, committees or community service organizations that you are currently serving or have served upon, offices held and in what municipality or county.

Board member: "Just for Kids" Maier Associates & Charitable Foundation  
Member: North Central MI Home Builders Assoc since 1990  
Gaylord / Otsego Chamber of Commerce

**Employment and Education**

List any employment experience or education that, in your opinion, best qualifies you for this appointment. List job titles, duties (current and past), level of education and any certificates or degrees you have obtained.

BA in Biology Kelowna 200 College 1980  
Borgess Medical Center 1980-1990; ran Osteoporosis Testing Center  
Organ donation - transplant team  
Gerta's Drapery & : Owner 1990 to present

Have you ever worked for Otsego County?  Yes  No  
If yes, please list dates and name(s) of departments.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Personal**

Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest?  Yes  No

If yes, please indicate potential conflicts.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you aware of the time commitment necessary to serve on the committee, board and/or commission to which you seek appointment and will you have such time?

Yes     No

Please provide information about specific training, education, experience or interests you possess that qualify you as an appointee to the position you seek.

none

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I hereby certify that the preceding information is correct and to the best of my knowledge.

  
Signature

2-11-08  
Date

**Mail or return your completed application to:**

**Otsego County  
Attn: County Administration  
225 West Main Street, Room 203  
County/City Building  
Gaylord, MI 49735**

Thank you very much for giving us the opportunity to consider you for appointment.



**APPLICATION FOR APPOINTMENT TO  
COMMITTEES, BOARDS AND COMMISSIONS**

The information provided on this form is for the use of the Otsego County Board of Commissioners in its deliberation to fill vacancies on committees, boards and commissions. Applications may be submitted at any time and will be kept on file for a period of one (1) year. Applicants may be asked to attend a designated meeting of the County Board of Commissioners for application review and appointment consideration.

To which committee(s), board(s) or commission(s) are you seeking appointment?

ZONING BOARD OF APPEALS

Please print or type.

Name: CLOYD RAMSEY

Address: 1622 KNOCH RD Zip Code 49735

Telephone: 989-732-1164 Other: (FLA) 352-237-8934

Date available for appointment MAY 1 2008

County Commission District \_\_\_\_\_

Are you a registered voter in Otsego County?  Yes  No

If yes, which township, city or village? LIVINGSTON

Please complete the following. You may use additional sheets as needed.

**Community Service**

List boards, commissions, committees or community service organizations that you are currently serving or have served upon, offices held and in what municipality or county.

SANILAC COUNTY PLANNING COMMISSION  
OTSEGO COUNTY TASK FORCE TO DEVELOP  
NEW COMPREHENSIVE PLAN  
GAYLORD CHURCH OF CHRIST BOARD PLANNING BOARD  
MIDWEST MEDICAL GROUP MANAGEMENT ASSN, PRESIDENT  
LIONS CLUB, ALPENA & SAVOUSKY MI.

**Employment and Education**

List any employment experience or education that, in your opinion, best qualifies you for this appointment. List job titles, duties (current and past), level of education and any certificates or degrees you have obtained.

B.A. DEGREE MICHIGAN STATE UNIVERSITY (ECONOMICS)  
ADMINISTRATOR MEDICAL ARTS GROUP, ALPENA MI 1960-1970  
1970-PRESENT, SELF EMPLOYED BUILDER /  
DEVELOPER & OWNER OF SEVERAL MOTELS,  
APARTMENT COMPLEXES + 1 ASSOCIATED  
RESTAURANT

Have you ever worked for Otsego County?  Yes  No

If yes, please list dates and name(s) of departments.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Personal**

Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest?  Yes  No

If yes, please indicate potential conflicts.

I AM A "SNOWBIRD", SO I RECOGNIZE  
THAT MY PROLONGED ABSENCE IN THE  
WINTER MAY DISQUALIFY ME.

Are you aware of the time commitment necessary to serve on the committee, board and/or commission to which you seek appointment and will you have such time?

Yes     No

Please provide information about specific training, education, experience or interests you possess that qualify you as an appointee to the position you seek.

AS A LAND DEVELOPER FOR 35 YEARS,  
I HAVE A PRETTY GOOD UNDERSTANDING  
OF THE INTERESTS OF DEVELOPERS, AND  
THE CONSEQUENCES OF DEVELOPMENT,  
BOTH INTENDED AND UNINTENDED.  
AS A SUBSEQUENT OWNER/OPERATOR  
OF DEVELOPED PROPERTY, I HAVE HAD CONSIDERABLE  
EXPERIENCE DEFENDING MY ZONING PROTECTIONS  
FROM OTHERS. SO, I HAVE VIEWED ZONING ISSUES  
INTENSIVELY FROM "BOTH SIDES OF THE STREET."

I hereby certify that the preceding information is correct and to the best of my knowledge.

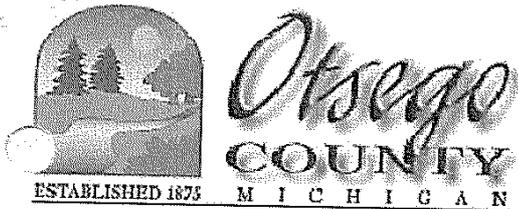
  
Signature

1/30/08  
Date

Mail or return your completed application to:

Ossego County  
Attn: County Administration  
225 West Main Street, Room 203  
County/City Building  
Gaylord, MI 49735

Thank you very much for giving us the opportunity to consider you for appointment.



**APPLICATION FOR APPOINTMENT TO  
COMMITTEES, BOARDS AND COMMISSIONS**

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To which committee(s), board(s) or commission(s) are you seeking appointment?

ZONING BOARD OF APPEALS

Please print or type.

Name: Richard Sumerick

Address: 3262 NINA Gaylord MI Zip Code 49735

Telephone: 989 732 2177 Other: 619 0027

Date available for appointment Any

County Commission District GLASSER

Are you a registered voter in Otsego County?  Yes  No

if yes, which township, city or village? Bagley

Please complete the following. You may use additional sheets as needed.

**Community Service**

List boards, commissions, committees or community service organizations that you are currently serving or have served upon, offices held and in what municipality or county.

Board of Appeals, Wolverine Lions, Past Chairman  
for Co. Planning Comm.  
Currently SET on Bagley Twp Board & Planning Comm.

**Employment and Education**

List any employment experience or education that, in your opinion, best qualifies you for this appointment. List job titles, duties (current and past), level of education and any certificates or degrees you have obtained.

Retired from Old Kent Bank Currently Driving  
BUS for Vanderbilt School  
HAVE 2yr College Business Ad. Degree

Have you ever worked for Otsego County?  Yes  No

If yes, please list dates and name(s) of departments.

Worked for Parks & Rec 2006

**Personal**

Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest?  Yes  No

If yes, please indicate potential conflicts.

Are you aware of the time commitment necessary to serve on the committee, board and/or commission to which you seek appointment and will you have such time?

Yes       No

Please provide information about specific training, education, experience or interests you possess that qualify you as an appointee to the position you seek.

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I hereby certify that the preceding information is correct and to the best of my knowledge.

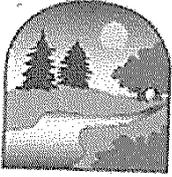
  
\_\_\_\_\_  
Signature

1-11-07  
Date

***Mail or return your completed application to:***

***Otsego County  
Attn: County Administrator  
225 West Main Street, Room 213  
County/City Building  
Gaylord, MI 49735***

*Thank you very much for giving us the opportunity to consider you for appointment.*



**Otsego**  
**COUNTY**  
 ESTABLISHED 1875 M I C H I G A N

**APPLICATION FOR APPOINTMENT TO  
 COMMITTEES, BOARDS AND COMMISSIONS**

The information provided on this form is for the use of the Otsego County Board of Commissioners in its deliberation to fill vacancies on committees, boards and commissions. Applications may be submitted at any time and will be kept on file for a period of one (1) year. Applicants may be asked to attend a designated meeting of the County Board of Commissioners for application review and appointment consideration.

To which committee(s), board(s) or commission(s) are you seeking appointment?

ZBA.

Please print or type.

Name: DONALD L. TOBER

Address: 7995 OLD VANDERBILT Zip Code 49795

Telephone: 989-987-2079 Other: \_\_\_\_\_

Date available for appointment ASAP

County Commission District III

Are you a registered voter in Otsego County?  Yes  No

If yes, which township, city or village? CORWITH

Please complete the following. You may use additional sheets as needed.

**Community Service**

List boards, commissions, committees or community service organizations that you are currently serving or have served upon, offices held and in what municipality or county.

EMS BOARD MEMBER  
FFL FRIENDS FOR LIFE CHAIRMAN  
COUNTY PLANNING COMMISSION CHAIRMAN  
CORNWICH TWP DEPUTY SUPERVISOR  
" " BOARD OF REVIEW SECRETARY  
OTSEGO COUNTY PARKS & REC BOARD

**Employment and Education**

List any employment experience or education that, in your opinion, best qualifies you for this appointment. List job titles, duties (current and past), level of education and any certificates or degrees you have obtained.

ABOUT 10 YEARS EXPERIENCE WITH OTSEGO COUNTY  
ORDINANCES ON OR AS A MEMBER OF THE  
PLANNING COMMISSION

Have you ever worked for Otsego County?  Yes  No  
If yes, please list dates and name(s) of departments.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Personal**

Rules of law and ethics prohibit appointees from participating in and voting on matters in which they may have a direct or indirect financial interest. Are you aware of any potential conflicts of interest?  Yes  No

If yes, please indicate potential conflicts.

\_\_\_\_\_  
\_\_\_\_\_

Are you aware of the time commitment necessary to serve on the committee, board and/or commission to which you seek appointment and will you have such time?

Yes     No

Please provide information about specific training, education, experience or interests you possess that qualify you as an appointee to the position you seek.

PAST EXPERIENCE WITH OUR ORGANIZATION  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that the preceding information is correct and to the best of my knowledge.

Paul J. John  
Signature

2/3/08  
Date

Mail or return your completed application to:

**Otsego County  
Attn: County Administration  
225 West Main Street, Room 203  
County/City Building  
Gaylord, MI 49735**

Thank you very much for giving us the opportunity to consider you for appointment.