

November 27, 2007

The Regular meeting of the Otsego County Board of Commissioners was held at the Otsego Lake Township Hall, 10584 Old US Hwy 27 S. Gaylord. The meeting was called to order at 7:00 p.m. by Chairman Glasser. Invocation by Commissioner Beachnau, followed by the Pledge of Allegiance led by Commissioner Johnson.

Roll call:

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

Excused: Bates, Bentz.

The Regular meeting minutes of November 8, 2007 and the Pre-Board minutes of November 8, 2007 with attachments were approved as presented.

Consent Agenda:

Motion to increase the uniform allowance for the Assistant Animal Officer position to up to \$250 per year with receipts required for reimbursement. Motion carried via unanimous consent.

Motion to exempt Theron Higgins from the Otsego County Vehicle Policy effective annually from November through April to allow the Bus Director to take the vehicle to his residence. Motion carried via unanimous consent.

Motion to approve the purchase of a plow truck for the airport from Gaylord Ford for \$25,000.00 with funds coming from the Airport Capital Projects Fund (481). Motion carried via unanimous consent.

Motion to approve the Airport Capital Projects/Airport 2007 Budget Amendment as presented. Motion carried via unanimous consent. (see attached)

Motion to approve the General/IT/Contingency 2007 Budget Amendment as presented. Motion carried via unanimous consent. (see attached)

Motion to approve the Zoning/Equipment 2007 Budget Amendment as presented. Motion carried via unanimous consent. (see attached)

Motion to appoint Brad Butcher as an alternative to the Construction Board of Appeals beginning January 1, 2008 for a 3 year term ending December 31, 2010. Motion carried via unanimous consent.

Motion to reappoint Michael T. Mang to the Planning Commission for a 3 year term ending December 31, 2010. Motion carried via unanimous consent.

Motion to reappoint Steven Riozzi to the Housing Committee for a 3 year term ending December 8, 2010. Motion carried via unanimous consent.

Motion to reappoint Norm Brecheisen to the Airport Advisory Board for a 3 year term ending December 31, 2010. Motion carried via unanimous consent.

Administrator's report:

John Burt reported that the jail repair bids are due Friday November 30, 2007; Thanked Otsego Lake Township for hosting the meeting.

Rachel Frisch discussed the October 2007 financial report.

Tom Wagar thanked the Board for coming to Otsego Lake Township.

Commissioner Beachnau attended the City-Council meeting.

Sheriff Jim McBride presented his quarterly report to the Board.

New Business:

Motion by Commissioner Olsen, to approve Warrant B2007-47 in the amount of \$167,028.65 with prepaids in the amount of \$64,320.77 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Hyde, to approve Warrant B2007-48 in the amount of \$181,399.90 with prepaids in the amount of \$46,116.77 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Johnson, to approve the MERS Post-Employment Health Care Savings Program for Non-Union employees as presented. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Hyde, to add a \$35.00 application fee for building permits and to increase the fees for building permits, electrical permits, mechanical permits and plumbing permits by 10%. Ayes: Unanimous. Motion carried.

Motion by Commissioner Backenstose, to increase the Zoning Enforcement Officer position to full time at 37.5 hours per week. Ayes: Unanimous. Motion carried.

Motion by Commissioner Beachnau, to approve OCR 07-47 approving the NEMCOG FY 2008 Northern Michigan Community Corrections Advisory Board Grant Application.

Roll Call Vote:

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

Nays: None.

Excused: Bates, Bentz.

Motion carried/Resolution adopted. (see attached) The application is on file in the County Administrator's Office.

Motion by Commissioner Olsen, to approve OCR-07-48 for the fiscal year 2008 Budget and General Appropriation Act.

Roll Call Vote:

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

Nays: None.

Excused: Bates, Bentz.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Liss, to approve the County Administrator Contract with the vacation rate corrected as fifteen (15) days per year. Ayes: Unanimous. Motion carried. (see attached)

The agenda was amended to add under new business item f) Emergency Operations Center Location; item g) 2008 Board of Commissioners Meeting Schedule; item h) Snowmobile Trail Proposal.

Motion by Commissioner Hyde, to move the Emergency Center Operations location to the University Center. Ayes: Unanimous. Motion carried.

Motion by Commissioner Beachnau, to approve the 2008 Board of Commissioners Meeting Schedule. Ayes: Unanimous. Motion carried. (see attached) The meeting scheduled was amended to add 4 night meetings at different Townships.

Motion by Commissioner Backenstose, to approve a one year lease with the Gaylord Area Snowmobile Trails Council for a snowmobile trail at the Alpine Center, pending approval from Barrington Traverse City LLC and Cellular One. Ayes: Backenstose, Liss, Olsen, Glasser, Johnson, Hyde. Nays: None. Abstain: Beachnau. Excused: Bates, Bentz. Motion carried. (see attached)

Public Comment:

Tom Wagar commented on the good staff the Board has hired for the County; 9-1-1 surcharge.

Scott Woody thanked the Board for the support at the Airport.

Board Remarks:

Commissioner Johnson: Parks and Recreation Commission meeting.

Commissioner Beachnau: Attended Livingston Township meeting.

Chairman Glasser: Thanked Otsego Lake Township for hosting the meeting.

Meeting adjourned at 8:10 p.m. at the call of the Chair.

Kenneth R. Glasser, Chairman

Susan I. DeFeyer, County Clerk



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: Airport Capital Projects

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
4810050-400001 - Budgeted	\$	\$ 25,000
- - Use of Fund Balance	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
481E901-970420 - Property-vehicles	\$ 25,000	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

Rachel Frisch
Department Head Signature

11-20-07
Date

Finance Department	
Entered:	
By:	

[Signature]
Administrator's Signature

11-21-07
Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: General / IT / Contingency

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
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101E941 - 999000 - Contingency	\$	\$ 24,000
101E228 - 726300 - Software Upgrades	\$ 7,500	\$
" - 970440 - Property - Computer	\$ 16,500	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$ 24,000	\$ 24,000

Rachel Frisch
Department Head Signature

11-21-07
Date

Finance Department	
Entered:	
By:	

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: Zoning / Equipment Fund

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

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

REVENUE

Account Number	Decrease	Increase
2660050 - 400001 - Budgeted Use	\$	\$ 1,200
- of Fund Bal.	\$	\$
1010030 - 699030 - Transfer In	\$	\$ 1,200
-	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
266E901 - 999000 - Transfer Out	\$ 1,200	\$
-	\$	\$
101E721 - 920400 - Rep. & Maint	\$ 1,200	\$
-	\$	\$
-	\$	\$
-	\$	\$
Total	\$ 2,400	\$ 2,400

Rachel Frisch
Department Head Signature

11-21-07
Date

Finance Department
Entered:
By:

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number

The County is offering a post employment health care savings plan to all all non-union County employees hired after January 1, 2008 and current employees that opt out of retiree healthcare.

Program Summary: The post-employment Health Care Savings Program (HCSP) is an employer-sponsored savings account designed for you and your spouse and/or legal dependents to set aside money to cover the escalating costs of post-employment health care. Under the program, contributions are made while you are an active employee and then once you leave employment with the County regardless of the reason you leave or the age you leave, you may be reimbursed for healthcare related expenses (i.e. insurance premiums, doctor co-pays, cobra, drug co-pays, many over-the-counter medications, etc.).

Basic Employer Contribution:

The employer will match employee contributions up to \$40 per month.

Mandatory Salary Reduction Contribution:

All employees will contribute \$20 per month with ability to elect up to \$1000 per month. Employees may increase their contributions from time to time, but never decrease them.

Personal Leave Contribution:

Two weeks prior to November 30th, employees may choose to cash out eligible personal leave. As of the date of November 30th however, 100% of eligible personal leave will be contributed to the MERS HCSP

Post-Tax Employee Contributions

Employees can make Post-Tax voluntary contributions to the MERS HCSP.



**HEALTH CARE SAVINGS PROGRAM
PARTICIPATION AGREEMENT**

Otsego County

(Participating Employer)

**Municipal Employees' Retirement System of Michigan
1134 Municipal Way
Lansing, MI 48917
517-703-9030**

**Restated: November 15, 2005
(Approved May 14, 2003 and
amended August 19, 2004)**

HEALTH CARE SAVINGS PROGRAM EMPLOYER

Effective Date of this Participation Agreement January 1, 2008

Health Care Savings Program Coordinator (Name and title) Trisha Adam, Human Resources
Director

Address 225 W. Main Street Gaylord, MI 49735-0537

Phone (989) 731 - 7522 Facsimile (989) 731 - 7529

E-mail tadam@otsegocountymi.gov

COVERED EMPLOYEE GROUPS

A participating Employer may cover all of its employee groups, bargaining units or personnel/employee classifications ("Covered Group"), in Health Care Savings Program or select from the listing below. **Contributions shall be made on the same basis within each Covered Group identified by this agreement, and remitted as directed by the Program Administrator.** If the Employer has varying coverage or contribution structures between groups, a separate agreement will need to be completed for each covered group. This agreement encompasses the group(s) listed below:

All Eligible Employees within the following bargaining unit(s) or personnel/employee classification(s) (must specify below, e.g., MERS Division 1; All Police & Fire; or Police Command):

All non-union County employees hired after January 1, 2008 and current employees that
opt out of retiree healthcare.

ELIGIBLE EMPLOYEES

Only Employees of a "municipality" may be covered by the Health Care Savings Program Participation Agreement. Independent contractors may not participate in the Health Care Savings Program. 2. Subject to other conditions in the Trust Document and this Participation Agreement, the following Covered Group of Employees are deemed to be "qualified persons" eligible to participate in the Health Care Savings Program:

Check one or both:

- With respect to Covered Groups, this Participation Agreement covers all employees who are in a collective bargaining unit, subject to the terms of the collective bargaining agreement.

- With respect to Covered Groups, this Participation Agreement covers all employees who are subject to the same personnel policy, according to the terms of the policy.

The Employer shall provide MERS with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Participation Agreement on Employee Enrollment and Beneficiary Designation forms to be provided by MERS Health Care Savings Program.

EMPLOYER CONTRIBUTIONS TO THE HEALTH CARE SAVINGS PROGRAM

The Participating Employer hereby elects to make contributions to the Trust. Once you have determined the contribution structure, language should be added in the appropriate area below. Contributions shall be made on the same basis within each Covered Group specified in this agreement, and remitted to MERS as directed by the Program Administrator along with the Participation Report, to be credited to the individual accounts of Eligible Employees as follows:

Check one or more, as applicable:

- Basic Employer (Before-Tax) Contributions**

These employer contributions may be made as a percentage of salary and/or by a specified dollar amount. Identify below the basic employer contribution formula to be applied to the covered groups within the Health Care Savings Program identified in this agreement.

Contribution structure (specify): The Employer will match employee contributions up to \$40 per month.

- Vesting Cycle For Basic Employer Contributions Only**

The employer contributions identified in this Participation Agreement are subject to the following vesting cycle.

Years of Service	Percentage Vested
_____	_____
_____	_____
_____	_____
_____	_____
1	100%

FORFEITURE PROVISION. Upon separation from the service with the Employer prior to meeting required vesting schedule set out above, or upon Death of the Participant, prior to meeting the required vesting schedule, a Participant's account assets shall:

Check only one, as applicable:

- Remain in the HCSP sub-trust to be reallocated among all Plan Participants in on equal dollar basis
- Remain in the HCSP sub-trust to be used to offset future Employer Contributions
- Be transferred to the Employer's Health Funding Vehicle ("RHFV").

Mandatory Salary Reduction (Before-Tax) Contributions

Before-tax Employer Contributions to the Health Care Savings Program Sub-Trust shall be made that represent a mandatory salary reduction resulting from collective bargaining or the establishment of a personnel policy. These reductions may be made as a percentage of salary or a specific dollar amount.

Contribution structure (specify): All employees will contribute \$20 per month with the
the ability to elect up to \$1000 per month. Employees may increase their contributions
from time to time, but never decrease them.

Mandatory Leave Conversion (Before-Tax) Contributions

Before-tax Employer Contributions to the Health Care Savings Program Sub-Trust shall be made that represent a mandatory conversion of accrued leave including, but not limited to vacation, holiday, sick leave, or severance amounts otherwise paid out, to a cash contribution. These contributions may be calculated as a percentage of accrued leave or a specific dollar amount representing the accrued leave. Leave conversions may be made on an annual basis or at separation from service, or at such other time as the Employer indicates. *(Note: The leave conversion program shall not permit employees the option of receiving cash in lieu of the employer contribution.)*

The following type of leave shall be converted to an employer cash contribution to Health Care Savings Program:

Check one or more, as applicable:

Vacation Leave Conversion Contribution Structure:

- As of _____, _____ % of vacation leave must be contributed to HCSP.
(Annual Date or X weeks prior to termination)

Other (specify): _____

Sick Leave Conversion Contribution Structure:

As of _____, _____ % of sick leave must be contributed to HCSP.
(Annual Date or X weeks prior to termination)

Other (specify): _____

Personal Leave Conversion Contribution Structure:

As of November 30th, 100 % of personal leave must be contributed to HCSP.
(Annual Date or X weeks prior to termination)

Other (specify): _____

Severance Pay Conversion Contribution Structure:

As of _____, _____ % of severance pay must be contributed to HCSP.
(Annual Date or X weeks prior to termination)

Other (specify): _____

Post-Tax Employee Contributions

The Participating Employer hereby elects to permit post-tax Employee Contributions to be made by Eligible Employees within the Covered Group(s), which shall be remitted as directed by the Program Administrator, to be credited to the individual accounts of Eligible Employees. All Employee Contributions must be remitted to MERS along with the Participation Report.

MODIFICATION OF THE TERMS OF THE PARTICIPATION AGREEMENT

If a Participating Employer desires to amend any of its previous elections contained in this Participation Agreement, including attachments, the Governing Body by official action must adopt a new Participation Agreement and forward it to the Board for approval. The amendment of the new Participation Agreement is not effective until approved by the Board and other procedures required by the Trust Plan Document have been implemented.

STATE LAW

To the extent not preempted by federal law, this agreement shall be interpreted in accordance with Michigan law.

TERMINATION OF THE PARTICIPATION AGREEMENT

This Participation Agreement may be terminated only in accordance with the Trust Plan Document.

EXECUTION BY GOVERNING BODY OF MUNICIPALITY

The foregoing Participation Agreement is hereby adopted and approved on the ____ day of _____, 20____.

GOVERNING BODY

Name of Employer

Signed _____

Printed Name _____

Title _____

Date of Signature _____

MERS APPROVAL

The Participation Agreement is approved by MERS. Contributions shall first be remitted beginning with the month of _____, 20____.

Dated: _____, 20____

By _____
(Authorized MERS signatory)

Title _____

**RESOLUTION NO. OCR 07-47
AUTHORIZING RESOLUTION**

Approving the Fiscal Years 2008 and 2009
Community Corrections Grant Applications
of the Northeast Michigan Council of Governments
OTSEGO COUNTY BOARD OF COMMISSIONERS
November 27, 2007

WHEREAS, the Northeast Michigan Council of Governments (NEMCOG) serves as the Northern Michigan Community Corrections Advisory Board's (NMCCAB) fiscal agent and manager, and

WHEREAS, this County is a member of the Northern Michigan Community Corrections Advisory Board, has been served by its programs, and wishes to continue participation with the Board's programs and services in the future, and

WHEREAS, an application in the amount of \$202,506 for the general program has been prepared by NEMCOG to continue the Community Corrections programs in Cheboygan, Crawford, Oscoda, Otsego, Presque Isle counties, and

WHEREAS, the Northern Michigan Community Corrections Advisory Board, has approved this proposal, and recommends its approval by the member counties, now, therefore, be it

RESOLVED, that this County hereby approves the Northern Michigan Community Corrections Advisory Board Grant Applications prepared by NEMCOG for Community Corrections funding in the annual amount of \$202,506 for the general program for Fiscal Years 2008 and 2009.

Please Return a Completed Copy To: NEMCOG, PO Box 457, Gaylord, MI, 49734

Minutes of a regular meeting of the Otsego County Board of Commissioners, held at the Otsego Lake Township Hall, 10584 Old 27 South, Waters, Michigan, on the 27th day of November, 2007, at 7:00 p.m.

PRESENT:

ABSENT:

The following preamble and resolutions was offered by Commissioner_____.

OCR 07-48
Fiscal Year 2008 Budget Resolution
And General Appropriations Act

WHEREAS, the Uniform Budget and Accounting Act ("UBAA") MCLA 141.421 et seq., requires that the Board enact a general appropriations act designed to meet County-funded expenditures; and

WHEREAS, County offices, the courts, county departments, agencies and others have submitted requests for a county appropriation in the 2008 budget; and

WHEREAS, the County Administrator has submitted a proposed budget as required by statute; and

WHEREAS, the Board of Commissioners has taken into consideration the fact that there are required functions of county government or operations which must be budgeted at a serviceable level in order to provide required services programs; and

WHEREAS, the Board of Commissioners has determined the amount of money to be raised by taxation necessary for expenditures and liabilities for the 2008 fiscal year and has ordered that money to be raised by taxation within statutory and constitutional limitations.

NOW, THEREFORE, BE IT RESOLVED

1. That the 2008 Otsego County Budget for the General Fund which is incorporated by reference herein, is hereby adopted on a basis consistent with the Otsego County policies, subject to all County policies regarding the expenditure of funds as well as the conditions set forth in this resolution.
2. Tax rates are to be levied for the 2008 fiscal year as summarized in Appendix A of this document.
3. That this budget reflects a reasonable allocation of available resources to the various County departments, boards, and agencies, and allows for all mandated services, programs, and activities, including the courts to be performed at or beyond a serviceable level.

4. That the Board of Commissioners hereby authorizes a 9-1-1 Emergency Services Funding Assessment in an amount not to exceed \$2.40 per month, which is 12% of the highest base rate charged for single party basic phone service in Otsego County as approved by the voters, to cover the costs for the 9-1-1 Emergency Services Program for Fiscal Year 2008; and that such funds shall be used in accordance with all applicable state and federal laws and County policies.
5. That all County elected officials and department heads shall abide by all County policies, including the Purchasing policy, personnel policies, and applicable labor agreements, as adopted and amended by this Board and that the budgeted funds are appropriated contingent upon compliance with these policies.
6. That the approved employee positions on the Approved Position Control Number Roster contained in this Budget as Appendix B, shall limit the number of employees who can be employed. No funds are appropriated for any position or employee not on the Approved Position Control Number Roster. Further, there may be a need to increase or decrease various positions within the Budget and/or impose a hiring freeze and/or impose lay-offs due to the unforeseen financial changes; therefore, the Approved Position Control Number Roster List may be changed from time to time by the Board and/or the Board may impose a hiring freeze. County elected officials and department heads shall abide by whatever changes are made by the Board, if any, relative to the approved positions and the number of employees stated in the Approved Position Control Number Roster List.
7. That the authorized positions in the Approved Position Control Number Roster List contained in each budget indicates the authorized maximum number of employees in their respective classifications for that budget. Any deviations from said list must be specifically approved by the Board.
8. That certain positions contained in the Approved Position Control Number Roster List which are supported in some part by a grant, cost sharing, child care reimbursement, or other source of outside funding, are only approved contingent upon the County receiving the budgeted revenues. In the event outside funding is not received, or the County is notified that it will not be received, then said positions shall be considered unfunded and removed from the Approved Position Control Number Roster List.
9. That the Administrator is authorized upon request of the respective elected official or department head to transfer persons from certain positions contained in the Approved Position Control Number Roster List, which are supported in some part by grant, cost sharing, child care reimbursement or other source of outside funding, to another grant funded position in order to reduce County cost.
10. That revenues received by the County under Public Act 106 and 107, 1985 (Convention Facility Tax revenues) shall not be used to reduce the County's operating millage levy (2008 Budget Year) as defined by Public Act 2 of 1986.

11. That in accordance with Public Act 106 of 1985 and Public Act 2 of 1986, 50% or approximately \$76,510 of the estimated \$153,019, of the Convention Facility Tax revenues not used to reduce the County's operating tax rate, shall be transmitted to the Northern Michigan Substance Abuse Services with remaining revenues to be deposited into the County's General Fund.
12. That revenues received by the County under Public Act 264 of 1987 (Health and Safety Fund Act) shall not be used to reduce the County's operating millage levy (2008 Budget Year).
13. That in accordance with Public Act 264 of 1987, that 12/17 or approximately \$7,465 of the estimated \$10,575 Cigarette Tax revenue, not used to reduce the County's operating tax rate shall be appropriated to the Northwest Michigan Health Department, for public health prevention programs and services, with remaining revenues to be deposited into the County's general fund.
14. That the Administrator is hereby appointed "Budget Administrator," pursuant to the Uniform Budget and Accounting Act, MCLA 141.421 et seq., with power to administer such duties in connection with said budget, as may be from time to time, delegated to the Office of the County Administrator by this Board.
15. That the Budget Administrator be directed to disburse to the various agencies, the approved County appropriation on the basis of need as determined by the cash balances within their respective funds.
16. That the County Administrator, upon recommendation of the appropriate elected official or department head, be authorized to accept grants on behalf of the County if there is no local match required, or ongoing programming or funding which would require additional appropriations or staffing in current or future fiscal years.
17. That the County Administrator, upon recommendation of the appropriate elected official or department head, be authorized to accept grants on behalf of the County in an amount up to \$50,000 with a local match not to exceed 10% (\$5,000), if required, and if available within the requesting department's current budget, and to record the appropriate budget amendment.
18. That the County Administrator is required and directed to automatically reduce any department each time a reduction is made in federal, state or local funds. The County Administrator, in conjunction with the affected elected official or department head, shall promptly make the necessary lay-offs and advise those affected by the service that those services are being discontinued as a result of said cutbacks.
19. That the County Administrator is authorized to cause the drafting of contracts where necessary and appropriate within established budgetary limitations and that the County Administrator is authorized to sign said contracts after legal counsel approved each contract as to legal form, and the Board of Commissioners has approved each contract. The County Administrator is authorized to sign all contract renewals without prior approval of the Board if funds are previously approved for said contract and there are no changes to the contract as part of the renewal.

20. The Board of Commissioners has determined it would be fiscally prudent to set a goal to add approximately \$110,000 to the Budget Stabilization fund (Fund 257).
21. That the Board of Commissioners has determined that it is fiscally prudent to carry a \$500,000 fund balance in the Health Care fund (Fund 647). Funds in excess of this amount shall be refunded to the contributing funds outside of the general fund as follows: 208 Parks and Recreation, 588 Bus, 212 Animal Control, 232 Housing, 281 Airport, 261 9-1-1, 249 Land Use Services. All remaining leftover funds will be transferred to the General Fund.
22. The Board of Commissioners has determined that it is fiscally prudent to maintain a Legal Defense Fund, Fund 260.
23. The Board of Commissioners has determined that it is fiscally prudent to carry a fund balance level of 10% of expenditures from year-to-year in the Building and Grounds Fund, Fund 637, in order to avoid cash flow shortfalls.
24. The Board of Commissioners has determined that the Administrative Services Fund, Fund 645, will need to maintain a fund balance level of 5% of expenditures from year-to-year, in order to avoid cash flow shortfalls.
25. That the amounts indicated in the "Budgetary Detail" are hereby appropriated from the General Funds and other funds of Otsego County according to the Activity Centers (Departments) contained in that detail which is incorporated herein by reference, and that such appropriations shall be restricted to the functioning of those Activity Centers (Departments), all applicable federal and state laws, County policies, and the provisions of this Act. The "Budgetary Detail" chart is included in this document at Appendix C.
26. The Administrator has the authority to approve all amendments made to the 2008 budget except for instances where a) the amendment will increase the department's total budget or b) the amendment will affect a payroll account (defined as any account in the 700000 expenditure section of the general ledger) and exceeds \$500 in total.

**APPENDIX A
AUTHORIZED TAX RATES 2008 BUDGET YEAR**

<u>TAXING ENTITY</u>	<u>MILLAGE RATE</u>
COUNTY OPERATING*	0.0040502
BUS	0.0002500
COMMISSION ON AGING	0.0010000
COMMUNITY CENTER	0.0001875
COUNTY PARK	0.0000593
SPORTSPLEX OPERATING	0.0002500
LIBRARY	0.0003500
EMERGENCY SERVICES	0.0004000
UNIVERSITY CENTER OF GAYLORD	0.0005569
M TEC	0.0006464
ANIMAL CONTROL	0.0003000
TOTAL	<hr/> 0.0080503

*In accordance with the state mandated tax shift, the county operating millage will be levied in July 2008.

**EMPLOYMENT AGREEMENT
BETWEEN JOHN M. BURT AND THE COUNTY OF OTSEGO**

This agreement, made and entered into on this 27th day of November 2007, by and between the COUNTY OF OTSEGO, State of Michigan, a municipal corporation, hereinafter referred to as "EMPLOYER", as party of the first part, and JOHN M. BURT, hereinafter referred to as "EMPLOYEE", as party of the second part, both of whom understand as follows:

WITNESSETH

WHEREAS, the EMPLOYER, desires to secure the services of said JOHN M. BURT as County Administrator of the County of Otsego; and WHEREAS, it is the desire of the Governing Board, hereinafter called "COMMISSION", to provide certain benefits, established conditions of employment and to set working conditions of said EMPLOYEE; and WHEREAS, it is the desire of the COMMISSION to (1) assure the EMPLOYEE'S morale and peace of mind with respect to future security, (2) act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE, and (3) provide a just means for terminating the Employee's service at such time as he may be unable to fully discharge his duties due to disability or when the Employer may otherwise desire to terminate the employee; and

WHEREAS, the EMPLOYEE desires to accept employment as the County Administrator for said County of Otsego.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION I – DUTIES

- A. The Employer hereby agrees to employ said JOHN M. BURT as County Administrator to perform the functions and duties as specified in the attached Job Description, and to perform other legally permissible and proper duties and functions as the Commission shall, from time to time, assign.

SECTION 2 – TERMS

- A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the Commission to terminate the services of the Employee at any time, subject to the provisions set forth in Section 3, Paragraph A of this Agreement. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the Employee to resign at any time from his position with the Employer, subject only to the provision set forth in Section 3, Paragraph B of this agreement.
- B. This Agreement shall remain in force for a period, commencing on November 27, 2007, and terminating on November 27, 2009.
- C. In the event written notice is given by either party to this Agreement to the other, within one hundred and twenty (120) days prior to the termination date as hereinabove provided, this Agreement shall be extended on the same

term and conditions as hereinafter provided for an additional two (2) years. Said Agreement shall continue thereafter for two-year periods, unless either party hereto gives one hundred and twenty (120) days written notice to the other party that the party does not wish to extend this Agreement for an additional two (2) year term. In the event, this Agreement is not renewed; the Employer shall have no obligation to pay the severance sum designated in Section 3, Paragraph A.

SECTION 3 – TERMINATION AND SEVERANCE PAY

- A. The Commission may, at its discretion, terminate said Employee from his duties as Administrator. Such action shall require a vote of at least five (5) Commissioners of a Nine (9) Commission Board, and become effective the date said Commission specifies. In the event the Employee is terminated by the Commission prior to the expiration date of this Agreement and during such time that the Employee is capable of performing his duties under this Agreement, then in that event the Employer agrees to pay the Employee his then monthly salary for four (4) consecutive months from the date his duties were terminated. In the event the Employee is terminated because of his conviction of a felony or any illegal act involving personal gain to himself, then in that event, the Employer shall have no obligation to pay the severance sum designated in this paragraph.
- B. In the event said Employee voluntarily resigns his position with the Employer at any time, the Employer shall have no obligation to pay the severance sum designated in Paragraph A above. The Employee agrees to give the Employer six (6) weeks notice in advance should the Employee voluntarily terminate his employment, unless both parties agree otherwise.
- C. After such termination, all rights, duties, or obligations of both parties shall cease, and during such period the Employee shall not be required to perform any duties for the County of Otsego, unless mutually agreed upon by both parties.

SECTION 4 – DISABILITY

- A. In the event of a single period of prolonged inability to perform his duties due to the result of sickness or an injury work related or otherwise, the Employee will be eligible for short term and long term disability insurance in accordance with Otsego County Policy for non work related illness or injury or worker's compensation insurance for work related injury or illness. If the illness or injury is work related, the Employee will be eligible to receive the difference in pay between his worker's compensation insurance payment and his regular pay for a period not to exceed three (3) months. This provision will be reviewed by the Commission and mutually agreed upon by both parties.
- B. If the Employee is permanently disabled or is otherwise unable to perform his duties because of an extremely long-term sickness, injury or mental incapacity (other than work related), then the Employer shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 3, Paragraph A. However, any termination according to the

hereinabove, shall be discussed and agreed upon with the Employee before such action is taken.

- C. Under such termination, the Employee will be compensated for any accrued vacation, and any other accrued benefits.

SECTION 5 – SALARY AND BENEFITS

- A. In consideration for these services as County Administrator, the Employer agrees to pay \$73,411.05 per annum as of November 27, 2007 and then move to Step 3 on the Non-Union Salary Progression Schedule as of January 1, 2008 and Step 4 as of January 1, 2009, payable in equal installments at the same time as other county employees are paid.
- B. The Employer agrees to provide the Employee with a County Vehicle for business use. The Employee agrees to abide by the Otsego County Vehicle Policy in effect during the term of this agreement.
- C. In addition, the Employer agrees to increase said base salary and any other benefits of the Employee in such amounts and to such extent as the Commission may determine that is desirable to do so, and agree that such compensation shall not be less than what is afforded to other county exempt employees.

SECTION 6 – VACATION

- A. The Employee shall be entitled to the compensation of vacation time of ~~fifteen~~ 15 days per year, and be increased in accordance with the standard vacation schedule for Otsego County when service anniversaries are reached. However, the Employee can only have up to their base vacation accrued in their vacation bank at any one time and he may not use more than what is currently in his vacation bank.

SECTION 7 – HEALTH AND LIFE INSURANCE

- A. The Employer agrees to provide for the Employee and his dependents, the same full family coverage with regards to Life, AD&D, Hospitalization/Medical, and Vision, and any other coverage offered to the exempt county employees for the life of this agreement.

SECTION 8 – RETIREMENT

- A. The Employer agrees to provide at the Employer's expense, a retirement plan equal to other exempt county employees through the Michigan Employees Retirement Systems (MERS) for the life of this Agreement.

SECTION 9 – DUES AND SUBSCRIPTIONS

- A. The Employer agrees to budget for the professional dues and subscriptions of the Employee necessary for his continuation and full participation in national and state associations necessary for his continued professional growth and advancement for the good of the Employer.

SECTION 10 – PROFESSIONAL DEVELOPMENT

- A. The Employer hereby agrees to budget for the travel and subsistence expenses to the Employee for professional and official travel, meetings, and conference/seminars adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the Employer which may include state or local government groups and committees thereof which the Employee may serve as a member. Attendance at such approved meetings and accomplishments of approved professional duties shall be considered compensated service time and shall not be considered vacation time.

SECTION 11 – PERFORMANCE EVALUATION

- A. The Commission will review and evaluate the performance of the Employee at least once annually. Minutes of the review and evaluation session will be prepared and placed in the Employee's Personnel File. Evaluation sessions by the Commission will be done in Closed Session.

SECTION 12 – NO REDUCTION OF BENEFITS

- A. The Employer shall not at any time during the terms of the Agreement, reduce the salary compensation or other financial benefits of the Employee, except to the degree of such a reduction across-the-board for all other exempt county employees of the Employer.

SECTION 13 - INDEMNIFICATION

- A. The Employer shall defend, save harmless, and indemnify the Employee against tort, professional liability claim or demand or other legal action, whether groundless or otherwise arising out of any alleged act or omission occurring in the performance of the Employee's duties or responsibilities as County Administrator. The Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

SECTION 14 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. The Commission, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or attached Job Description.

- B. The Employer agrees to provide to the Employee any additional benefits that are not specifically outlined in this Employment Agreement if the Employer provides them to other exempt employees.

SECTION 15 – NOTICES

- A. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, and address as follows:
1. EMPLOYER: Ken Glasser, Chairman, Otsego County Board of Commissioners, 225 West Main, Gaylord, MI 49735.
 2. EMPLOYEE: John M. Burt, 2232 Deepwoods Drive, Gaylord, MI 49735

IN WITNESS WHEREOF, THE parties hereto have executed this Agreement on the date and year first above written.

COUNTY OF OTSEGO
A Municipal Corporation

By: _____
Ken Glasser, Chairman

By: _____
Susan DeFeyter, County Clerk

By: _____
John M. Burt



BOARD OF COMMISSIONERS 2008 MEETING SCHEDULE

**Second and fourth Tuesdays of each month
beginning at 9:30 a.m. (unless noted different),
in the Multi-Purpose Room of the J. Richard Yuill Center**

January 8

January 22

February 14* (Thursday)

February 26 ▲ Chester Twp. Hall – 7:00 p.m.

March 11

March 25

April 8

April 22 ▲ Elmira Twp. Hall – 7:00 p.m.

May 13

May 27

June 10

June 24

July 8

July 22 ▲ Bagley Twp. Hall – 7:00 p.m.

August 12

August 26

September 9

September 23

October 14

October 28 ▲ Dover Twp. Hall – 7:00 p.m.

November 6* (Thursday)

November 25

December 16** (Third Tuesday)

* Thursday

** Third Tuesday

▲ Different Time and/or Location

GAYLORD AREA SNOWMOBILE TRAIL COUNCIL

TRAIL LEASE/PERMIT

This Lease/Permit is granted by the following Property Owner ("Owner"):

Owner: County of Otsego, Michigan
Address: 225 W. Main Street, Gaylord, MI 49735
Telephone: 989-731-7520

to Gaylord Area Snowmobile Trails Council (herein described as "Council") , of 101 West Main Street, PO Box 3069, Gaylord, MI 49734, for trail use on the following described premises owned by Owner and situated in the Township of Bagley, County of Otsego, Sate of Michigan:

Part of the SW ¼ of Section 27, T31N, R3W, Livingston Township, Otsego County, Michigan being more particularly described as a 12' wide pathway as illustrated on Attachment A and labeled as a Snowmobile Trail.

This Lease/Permit is subject to the following terms and conditions:

1. Council shall provide liability insurance for Owners for trail use across the Owners property from December 1 thru March 31, while this Lease/Permit is in effect.
2. The right-of-way for the snowmobile trail shall be open to the general public for snowmobile use only from December 1 through March 31.
3. The trail shall be a minimum of 12 feet over the route to be used, and signage for the trail shall be provided in accordance with the Recreational and Snowmobile Trail Grants Program Signing guidelines as promulgated by the Sate of Michigan. All signage shall be removed by Council upon expiration of the Lease/Permit.
4. The Lease/Permit shall be in effect for a period of 1 year from the date of this Leas/Permit.
5. In case of the sale of Owner's property, this Lease/Permit shall be transferred to the new Owners until the expiration of Lease/Permit.

Executed by Owner and Council as of the date below written.

OWNER:

COUNCIL:

Dated: _____, 2007

Dated: _____, 2007

ATTACHMENT A



Alpine Center Snowmobile Trail
Date of Photography: 2006
Scale: 1" = 450'

