

March 29, 2018

The regular meeting of the Otsego County Board of Commissioners was held at the County Building at 225 West Main Street, Room 100, Gaylord, Michigan. The meeting was called to order at 9:30 a.m. by Chairman Ken Borton. Invocation by Commissioner Ken Glasser, followed by the Pledge of Allegiance led by Ken Bradstreet.

Roll Call:

Present: Julie Powers, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Excused: Paul Beachnau.

Consent Agenda:

Motion by Commissioner Doug Johnson, seconded by Commissioner Julie Powers, to approve the regular minutes of March 13, 2018. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, seconded by Commissioner Julie Powers, to approve the reappointment of Charles Klee to the Otsego County Planning Commission to a term expiring on December 31, 2020. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, seconded by Commissioner Julie Powers, to approve the State of Michigan Ground Lease renewal #11031-2016 and to give the County Administrator, Rachel Frisch, authorization to sign all necessary documents regarding such lease. Ayes: Unanimous. Motion carried. (see attached)

Department Head Report: None.

Committee Reports:

Motion by Commissioner Ken Glasser, seconded by Commissioner Julie Powers to update the Otsego County Fee Schedule to eliminate permit fees for camping. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito, to approve the budget amendment for the Register of Deeds Technology Fund (Fund 256) for IT equipment and software. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Duane Switalski to approve the budget amendment for the Land Use Services Fund (Fund 249) for a full-time inspector and a part-time seasonal clerk. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito to approve the budget amendment for the Bus System (Fund 588) to purchase new LED lights for the bus garage. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito to approve the 2017 budget amendments and year-end transfers. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Rob Pallarito, seconded by Commissioner Julie Powers to approve the proposed updates to the Land Use Ordinance. Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:

Rachel Frisch reported dates are set for a tour of the MTECH facility; attended the MAC Conference; County Library project starting up again on 4-2-18, moving the majority of the library to the 4th floor at Alpine Center, 800 Livingston Blvd.

City Liaison, Township, Village Representative:

Michelle Noirot from Bagley Township thanked the Land Use Service department.

Correspondence: Commissioner Paul Liss received a thank you from Sam Bernstein.

New Business:

Motion by Commissioner Julie Powers, seconded by Commissioner Duane Switalski, to approve the March 20, 2018 Warrant in the total amount of \$120,340.53. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, seconded by Commissioner Rob Pallarito, to approve the March 29, 2018 Warrant in the amount of \$686,572.56. Ayes: Unanimous. Motion carried.

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Rob Pallarito attended the MAC Conference.

Commissioner Ken Glasser reported on the Conservation District, received \$4,000.00 grant for scrap tire; attended joint land use study meeting, did not have a quorum, public meeting coming up in April; attended the MAC Conference, attended the automated cars outbreak session; presenter of opioid issue.

Commissioner Bruce Brown had no report.

Commissioner Paul Liss had no report.

Commissioner Julie Powers attended the MAC Conference, attended the Veteran's and opioid sessions.

Commissioner Duane Switalski attended the Zoning Board of Appeals training.

Commissioner Doug Johnson attended the MAC Conference, attended the Opioid presentation.

Commissioner Ken Borton attended the MAC Conference.

Motion by Commissioner Paul Liss, seconded by Commissioner Ken Glasser to enter into closed session to discuss collective bargaining and to review an attorney-client communication exempt from disclosure pursuant to Section 8 of the Open Meetings Act.

Roll Call Vote:

Ayes: Julie Powers, Paul Liss, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Nays: None.

Excused: Paul Beachnau

Motion carried.

Entered into closed session at 10:10 a.m.

Returned to open session at 11:06 a.m.

Motion by Commissioner Paul Liss, seconded by Commissioner Ken Glasser to ratify the tentative agreement with teamsters Bus union. Ayes: Unanimous. Motion carried.

Meeting adjourned at 11:10 a.m.

Kenneth C. Borton, Chairman

Susan I. DeFeyter, Otsego County Clerk



LEASE

State Lease #11031-2016

between

COUNTY OF OTSEGO, as Lessor

and

THE STATE OF MICHIGAN, as Lessee

ARTICLE I - DEFINITIONS

- 1.1 A.N.S.I.
- 1.2 Cancellation
- 1.3 Construction
- 1.4 Executive
- 1.5 Maintenance
- 1.6 Occupancy
- 1.7 Reserved
- 1.8 Possession
- 1.9 Potable Water
- 1.10 Purpose
- 1.11 Remodel
- 1.12 State Government Managed
- 1.13 State Government Owned
- 1.14 Substantial Completion
- 1.15 Tenantable
- 1.16 Tenant Improvements

ARTICLE II - POSSESSION

- 2.1 Square footage Leased
- 2.2 Location of Leased premises
- 2.3 Early possession
- 2.4 Initial term of possession
- 2.5 First renewal option
- 2.6 Second renewal option
- 2.7 Deleted, not applicable
- 2.8 Deleted, not applicable
- 2.9 Ninety-day holdover
- 2.10 Assignment/sublet
- 2.11 Quiet enjoyment
- 2.12 Lessor access to Leased premises
- 2.13 Lessor provides equivalent premises

ARTICLE III - LESSOR OBLIGATIONS

- 3.1 Lessor obligations
- 3.2 Asbestos
- 3.3 Toxic, hazardous, injurious substances
- 3.4 Defense against claims
- 3.5 Commence remodeling or construction
- 3.6 Complete remodeling or construction
- 3.7 Standards and specifications
- 3.8 Construction change orders
- 3.9 Remodeling required by future law
- 3.10 Damage to Leased premises
- 3.11 First right of refusal for adjacent
- 3.12 Discrimination prohibited
- 3.13 Structural loading
- 3.14 Notice of Ownership Transfer
- 3.15 Year 2000
- 3.16 Time Extension
- 3.17 Public Notifications
- 3.18 Energy Efficiency

ARTICLE IV LESSEE OBLIGATIONS, DUTIES, AND OPTIONS

- 4.1 Lessee obligations
- 4.2 Notification to maintain and repair
- 4.3 Lessee option to add/remove improvements
- 4.4 Quality of improvements by Lessee
- 4.5 Move-out condition
- 4.6 Payment for sign ordinance variances
- 4.7 Lessee repairs for damage
- 4.8 Recording of lease
- 4.9 Protection of Leased premises by Lessee
- 4.10 Lessee prohibited conduct

ARTICLE V - RENT CONSIDERATION

- 5.1 Frequency of rent payment
- 5.2 Late possession - no rent
- 5.3 Rent during initial term
- 5.4 Mid Term Rent Increase
- 5.5 Rent during 1st renewal option
- 5.6 Consumer Price Index increases
- 5.7 Rent adjustment for operating expenses
- 5.8 Rent adjustment for real property taxes
- 5.9 Real property tax exemptions
- 5.10 Real property tax assessment appeals
- 5.11 Waiver of rent adjustments
- 5.12 Remodeling/get-ready costs
- 5.13 Reserved
- 5.14 Reserved
- 5.15 Remodeling/maintenance costs deduct
- 5.16 Rent reduced for documentation
- 5.17 Rent abated for untenable premises
- 5.18 Prepaid rent refunded upon damage

ARTICLE VI - STATE OPTION TO PURCHASE

- 6.1 Definition of seller
- 6.2 Exclusive right to purchase
- 6.3 Duration of option
- 6.4 Written notice
- 6.5 Purchase price
- 6.6 Appraiser qualifications
- 6.7 Payment of appraisals
- 6.8 Encumbrances considered
- 6.9 Delivery of title insurance
- 6.10 Objection to title and cure
- 6.11 Restrictions, termination of option
- 6.12 Removal of title defects
- 6.13 Transfer of title free and clear
- 6.14 Lessee delivery of purchase price payment
- 6.15 Title free of other possessory interest
- 6.16 Seller payment for transfer tax
- 6.17 Payment for recording documents
- 6.18 Real Property Tax Adjustment
- 6.19 Waste to Leased premises
- 6.20 Reserved
- 6.21 Toxic, hazardous, or injurious substances

ARTICLE VII EMINENT DOMAIN/CONDEMNATION

- 7.1 Lessor to notify Lessee
- 7.2 Whole taking, rents prorated
- 7.3 Taking
- 7.4 Lessor option to terminate
- 7.5 Award of damages

ARTICLE VIII - ESTOPPEL

- 8.1 Timeliness, Lessee obligations

ARTICLE IX MANAGEMENT AGREEMENT Reserved

ARTICLE X - LESSOR'S MORTGAGEE

- 10.1 Identification of Lessor's mortgagee
- 10.2 Disclosure of mortgagees, nondisturbance
- 10.3 Mortgagee right to cure defaults
- 10.4 Attornment

ARTICLE XI - CANCELLATION

- 11.1 Cancellation by Lessee
- 11.2 Cancellation by Lessee
- 11.3 Cancellation by Lessee
- 11.4 Cancellation by Lessor

ARTICLE XII NOTICE, APPLICATION, AND APPROVALS

- 12.1 Notice mailing addresses and delivery
- 12.2 Application of laws
- 12.3 Binding application
- 12.4 State government approvals required
- 12.5 Supercedure and cancellation
- 12.6 Severability
- 12.7 Entire agreement and enclosures
- 12.8 Electronic Funds Transfer



LEASE

State Lease #11031-2016

between

**COUNTY OF OTSEGO, as Lessor
A Michigan Municipal Corporation**

and

THE STATE OF MICHIGAN, as Lessee.

THIS LEASE is entered into by the **County of Otsego**, as Lessor, whose address is **225 West Main, Gaylord, Michigan 49735**, and the State of Michigan by the Department of Technology, Management & Budget for the **Michigan State Police**, as Lessee.

The parties, for the considerations specified in this Lease, agree to the following terms, conditions, and covenants:

WHEREAS, the Lessor owns land Leased to the State of Michigan which serves as the physical location of a shed owned and operated by the Michigan State Police and the Michigan Public Safety Communication System (radio) tower and supporting equipment operated by the Department of Technology, Management & Budget.

ARTICLE I - DEFINITIONS

1.1 - A.N.S.I.: American National Standards Institute, Inc., a New York corporation that identifies public requirements for national standards and coordinates voluntary standardization activities. A.N.S.I. standards are used in calculating square footage used in this Lease.

1.2 - Cancellation: Ending all rights and obligations of the Lessor and Lessee, except for any rights and obligations that are due and owing.

1.3 - Construction: Assembling of foundation, structural, architectural, electrical, and mechanical systems, on the Leased **land**, where none existed prior.

1.4 - Executive: An Executive Order of the Governor pursuant to the Constitution 1963, Article 5, § 2 and 20, or a decision by the Director of the Department of Technology, Management & Budget in conjunction with the head of the principal State department or agency for whose use the Lease was entered.

1.5 - Maintenance: That effort, including repair, replacement, or removal, required to keep the Leased **land** and the appearance of said Leased **land** functioning or operating as originally designed, constructed, or installed, including but not limited to mechanical, electrical, architectural, or civil systems **within** the Leased **land**, or those systems otherwise attached thereto.

1.6 - Occupancy: Actual physical presence by the Lessee on the Leased land.

1.7 - Reserved

1.8 - Possession: Lawful availability and physical access to install the Lessee's furnishings and compliance with paragraph 4.3

1.9 - Deleted, Not Applicable

1.10 - Purpose: The purpose for this Land Lease is to allow the Lessee to maintain and operate its radio tower, shed, and parking space including the tower on said Land.

1.11 - Deleted, Not Applicable

1.12 - State Government Managed: Property management tasks and responsibilities provided or contracted for and managed by a) the State of Michigan; b) any of the several departments, boards, commissions, offices, or agencies of the executive, legislative or judicial branches of state government; c) any institution of higher learning funded in whole or in part by the State of Michigan; or d) any entity created by act of the Legislature as an instrumentality of Michigan State government.

1.13 - State Government Managed: Property management tasks and responsibilities provided by a) the State of Michigan; b) any of the several departments, boards, commissions, offices, or agencies of the executive, legislative or judicial branches of state government; c) the State Building Authority; d) any institution of higher learning funded in whole or in part by the State of Michigan; or e) any entity created by act of the Legislature as an instrumentality of Michigan State government.

1.14 - Deleted, Not Applicable

1.15 - Tenantable: Habitable for the effective conduct of the Lessee's intended business.

1.16 - Tenant Improvements: Remodeling, attachment of fixtures, erection of additions, partitions, structures or signs by the Lessee in and upon the Leased land after the Lessee has acquired possession.

ARTICLE II - POSSESSION

2.1 - The Lessor leases to the Lessee **one acre of land upon which the State-owned shed and tower are situated**, referred to as the "Leased premises", which is outlined on a plan attached as Enclosure "A". This square footage is based upon the A.N.S.I. Z65.1 - 1996 method for calculating space.

2.2 - The Leased land, is the property described in Enclosure "B" (**legal description-only the South One Half portion of Parcel #2, also known as 580 South Otsego Avenue (Old US 27), in the City of Gaylord, County of Otsego, State of Michigan. (Property Code #101-104-000-395-00)**)

2.3 - Deleted, Not Applicable

2.4 - The Lessor shall furnish the Leased land with its appurtenances to the Lessee for a **ten-year** term of possession beginning at 12:01 a.m. on **October 1, 2015**, and ending at 11:59 p.m. on **September 30, 2025**.

2.5 - This Lease may, at the option of the Lessee, be extended for a **ten-year** term beginning at 12:01 a.m. on **October 1, 2025**, and ending at 11:59 p.m. on **September 30, 2035**, provided notice be given in writing to the Lessor **thirty (30)** days before this Lease or extension expires.

2.6 - Deleted, Not Applicable

2.7 - Deleted, not applicable

2.8 - Deleted, not applicable

2.9 - The Lessee may, upon written notice to the Lessor, at least thirty (30) days prior to termination of this Lease or any extension, remain in possession of the Leased land for the period specified in the notice, not to exceed three months.

2.10 - The Lessee may assign this Lease or may sublet the Leased land in whole or in part, with prior written consent of the Lessor, which shall not be unreasonably withheld. The Lessee, through its Department of Technology, Management & Budget may assign or reassign any or all of the Leased land to any branch, department, board, agency, commission or other instrumentality of State government without the necessity of obtaining consent of the Lessor.

2.11 - The Lessee, upon payment of the rental consideration specified in Article V and upon performing all covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased land for the term of this Lease or any extension.

2.12 - Deleted, Not Applicable

2.13 - Deleted, Not Applicable

ARTICLE III - LESSOR OBLIGATIONS

3.1 - The Lessor shall furnish to the Lessee and pay the cost of the following:

- a) **Deleted, Not Applicable**
- b) **Deleted, Not Applicable**
- c) **Deleted, Not Applicable**
- d) **Deleted, Not Applicable**
- e) **Deleted, Not Applicable**
- f) **Deleted, Not Applicable**
- g) **Deleted, Not Applicable**
- h) **Deleted, Not Applicable**

- i) Deleted, Not Applicable
- j) Deleted, Not Applicable
- k) Deleted, Not Applicable
- l) Deleted, Not Applicable
- m) Deleted, Not Applicable
- n) Deleted, Not Applicable
- o) Deleted, Not Applicable
- p) Deleted, Not Applicable
- q) Deleted, Not Applicable
- r) Deleted, Not Applicable
- s) Deleted, Not Applicable
- t) Deleted, Not Applicable
- u) Deleted, Not Applicable

v) General premises liability insurance for the Leased premises identified in paragraphs 2.1 and 2.2, which provides full coverage for the Lessor, the Lessee, and their respective agents and employees and which protects against all claims, demands, actions, suits, or causes of action, and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Leased premises. The Lessor agrees to maintain minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. The Lessor shall provide to the Lessee a certificate of insurance listing the Lessee, its several departments, boards, agencies, commissions, officers, and employees as additional insureds, within thirty (30) calendar days following execution and delivery of this Lease to the Lessor, and every year thereafter. The insurance policy shall provide that it may not be modified, cancelled, or allowed to expire without thirty (30) days prior written notice given to the Lessee.

w) Deleted, Not Applicable

x) A legible photocopy of the **Quit Claim deed**, or other instrument conveying current legal possession or title, with right to lease or sublease the Leased land, as found in paragraphs 2.1 and 2.2, to the Lessor; and copies of all other documents limiting or restricting the use of the Leased land or affecting title to the land.

y) **A certified resolution from the Otsego County Board of Commissioners Authorizing the Lease.** The resolution shall include signature authorizations indicating the signatory of this Lease is authorized to act on behalf Lessor, in this real estate transaction.

z) Deleted, Not Applicable

3.2 - Deleted, Not Applicable

3.3 - a) Deleted, Not Applicable

b) The Lessor covenants that in the event a release or the threat of a release of a hazardous substance is discovered after execution of the Lease, to exist on, in or below the Leased land, the Lessor shall:

1) Promptly notify both the State, as the Lessee, and the Michigan Department of Environmental Quality (DEQ) of the release or threatened release.

2) Report, investigate, remediate, and take all other actions consistent with Federal, State and local laws and regulations including, without limitation, Part 201 of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20101, *et seq.*

3) Inform the Lessee, the DEQ, and all other parties required to be notified under Federal, State or local law, of all actions taken under (2) above.

4) Provide the Lessee, the DEQ, and all other parties required to be notified under Federal, State or local law, with all reports, data, analyses and other documents and information related in any way to the investigation, remediation or other steps taken under (2) above.

c) Deleted, Not Applicable

d) The Lessor agrees to take no administrative or judicial action against the Lessee including, without limitation, any action for damages, contribution, cost recovery, or injunctive relief to compel the Lessee to investigate or take remedial action, declaratory relief, or any action associated with the Lessor's obligations to comply with Federal, State or local law as a result of asbestos or the release or threat of release of any hazardous substance on, in or below the Leased land, except if the release or threatened release is caused solely by the Lessee.

e) The Lessor and Lessee mutually agree that they shall not release on, in, or below the Leased land any hazardous substance. The Lessee assumes responsibility, to the extent provided by law, for a release or threatened release of a hazardous substance caused by the Lessee. The Lessor need not indemnify or defend the Lessee if the release or threatened release is caused solely by the Lessee.

3.4 - The Lessor is responsible for defending the Lessee against any claim whether meritorious or frivolous, by any person challenging the Lessor's right to Lease the Leased land, and shall at its sole expense satisfy any judgment against the Lessee.

3.5 - Deleted, Not Applicable

3.6 - Deleted, Not Applicable

3.7 - Deleted, Not Applicable

3.8 - Deleted, Not Applicable

3.9 - Deleted, Not Applicable

3.10 - Deleted, Not Applicable

3.11 - Deleted, Not Applicable

3.12 - The Lessor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this real estate contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Lessor agrees to include in every subcontract entered into for the performance of this real estate contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this real estate contract. This covenant is cross referenced in Article XI.

3.13 - Deleted, Not Applicable

3.14 - The Lessor shall, within forty-five (45) days after transfer of its ownership interest in the Leased land, provide notice to the Lessee of said transfer and identify the new owner.

3.15 - Deleted, Not Applicable

3.16 - Deleted, Not Applicable

3.17 - Deleted, Not Applicable

3.18 - Deleted, Not Applicable

ARTICLE IV - LESSEE OBLIGATIONS, DUTIES, and OPTIONS

4.1 - The Lessee shall furnish:

- a) **Lessee will pay for all tower lights, and bulb replacement.**
- b) **Lessee will provide lawn mowing and snow removal as required by local ordinance.**
- c) **Deleted, Not Applicable**
- d) **Deleted, Not Applicable**
- e) **Lessee will provide the snow removal necessary for access to its tower and building shed.**
- f) **Deleted, Not Applicable**
- g) **Deleted, Not Applicable**
- h) **Deleted, Not Applicable**

- i) Deleted, Not Applicable
- j) Deleted, Not Applicable
- k) Deleted, Not Applicable

4.2 - Deleted, Not Applicable

4.3 - The Lessee shall have the option to add tenant improvements to its building and the tower during this Lease or any extension at the Lessee's expense. Lessee shall maintain the State owned shed, tower and property.

4.4 - All tenant improvements by the Lessee, made pursuant to paragraph 4.3, shall be performed in a manner customarily accepted by the skilled trades, and in accordance with all federal, state, and local rules, ordinances, laws, codes, or nationally recognized standards of good construction practice.

4.5 - Otsego County Dispatch operations are co-located with the Michigan State Police operation which has moved and relocated from this location to 931 South Otsego (Old US 27), Gaylord, Michigan.

The Michigan Department of Information Technology, Management & Budget will continue to provide service and maintenance for the shed and tower and equipment.

4.6 - The Lessee shall be responsible to request and obtain any local government sign ordinance variances and the payment of any related fees.

4.7 - Deleted, Not Applicable

4.8 - If the Lessee records this Lease with the county register of deeds, the Lessee shall record a discharge or notice of cancellation or termination of Lease within thirty (30) days after the cancellation or termination of this Lease is effective. The discharge from the public record shall include any recorded amendments to this Lease.

4.9 - Deleted, Not Applicable

4.10 - Deleted, Not Applicable

ARTICLE V - RENT CONSIDERATION

5.1 - Deleted, Not Applicable

5.2 - Deleted, Not Applicable

5.3 - The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. October 1, 2015, through 11:59 p.m. September 30, 2025 Zero and 00/100 dollars (\$0.00). The Lessee's rent consideration shall be mutually agreed upon quid-pro-quo supporting Lessor's Emergency 911-Dispatch operations.

5.4 - Deleted, Not Applicable

5.5 - In the event the Lessee exercises the renewal option pursuant to Article II, paragraph 2.5, the Lessee shall pay to the Lessor as rent consideration for the Leased premises from 12:01 a.m. **October 1, 2025**, through 11:59 p.m. **September 30, 2035**, the mutually agreed upon quid-pro-quo supporting Lessor's Emergency 911-Dispatch operations.

5.6 - Deleted, Not Applicable

5.7 - Deleted, Not Applicable

5.8 - Deleted, Not Applicable

5.9 - Deleted, Not Applicable

5.10 - Deleted, Not Applicable

5.11 - Deleted, Not Applicable

5.12 - Deleted, Not Applicable

5.13 - Reserved

5.14 - Reserved

5.15 - Deleted, Not Applicable

5.16 - Deleted, Not Applicable

5.17 - Deleted, Not Applicable

5.18 - Deleted, Not Applicable

ARTICLE VI - Deleted, Not Applicable

ARTICLE VII - EMINENT DOMAIN/CONDEMNATION

7.1 - The Lessor shall notify the Lessee within ten (10) days of the commencement of eminent domain/condemnation proceedings against the Leased **land** described in paragraphs 2.1 and 2.2 by a public agency authorized by law to condemn property. The Lessor shall timely notify the Lessee of the Lessor's intent to contest eminent domain/condemnation proceedings. The Lessor shall notify the Lessee within ten (10) days of acquisition by eminent domain/condemnation of the Leased **land** described in paragraphs 2.1 and 2.2 by a public agency.

7.2 - If a total taking of the Leased **land** by any public authority under the power of eminent domain/condemnation occurs, then the term of this Lease shall cease as of the day of possession and the rent shall be paid up to that day with a proportionate refund by the Lessor of such rent as may have been paid in advance for a period subsequent to the date of the taking. This covenant is cross referenced in Article XI.

7.3 - If a partial taking of the Leased **land** by any public authority under eminent domain/condemnation occurs, the Lessee shall have the right either to terminate this Lease and declare same null and void, or, subject to the Lessor's right of termination as set forth below, to

continue in possession of the remainder of the Leased **land**, and shall notify the Lessor in writing within ten (10) days after such taking of the Lessee's intention. In the event the Lessee elects to remain in possession, all of the terms herein provided shall continue in effect.

7.4 - If more than fifty (50%) percent of the Leased **land** are taken under the power of eminent domain/condemnation, the Lessor may, by written notice to the Lessee delivered on or before the date of surrendering possession to the public authority, terminate this Lease.

7.5 - All damages awarded for either a total or partial taking under the power of eminent domain/condemnation, of the Leased **land**, including fee title, described in paragraphs 2.1 and 2.2 shall belong to and be the property of the Lessor, except damages awarded as compensation for diminution in value to the leasehold interest which shall belong to and be the property of the Lessee. The Lessee shall be entitled to all damages and costs flowing from its loss of the leasehold interest including, but not limited to, loss of the value of the remaining terms of the Lease, the economic value of the Lease, depreciation and cost of removal of the Lessee's supplies and fixtures, and relocation cost.

ARTICLE VIII - ESTOPPEL

8.1 - The Lessee shall, within fourteen (14) days of receipt of a request by the Lessor, pursuant to paragraph 12.1, certify, to the extent the Lessee believes the information to be true and deliver to the Lessor an executed estoppel certificate (Enclosure "D"). The Lessee's failure to deliver such statement shall be conclusive upon the Lessee that:

- a) This Lease is in full force and effect without modification except as may be represented by the Lessor,
- b) There are no uncured defaults in the Lessor's performance,
- c) Not more than one (1) month's rent has been paid in advance.

ARTICLE IX - Reserved

ARTICLE X - LESSOR'S MORTGAGEE

10.1 - For purposes of this Article, the term "Lessor's mortgagee" means any party of record holding a mortgage or deed of trust on the Leased **land** described in paragraphs 2.1 and 2.2, or any part thereof. The Lessor shall give the Lessee written notice that such party holds such lien or deed of trust, and written evidence of the date the mortgage or deed of trust was executed, together with notice of the address of Lessor's mortgagee. A lien held by a Lessor's mortgagee on the Leased **land**, or any portion thereof, is herein referred to as a "Lessor's mortgage".

10.2 - Pursuant to paragraph 10.1, the Lessor has disclosed all mortgages or deeds of trust affecting the Leased **land** set forth in paragraphs 2.1 and 2.2 which exist as of the execution date of this Lease. If a mortgage or deed of trust exists or existed, as of the execution date of the original Lease, the Lessor shall cause each mortgagee to execute in favor of the Lessee the Nondisturbance Agreement, attached as Enclosure "E", whereby said mortgagee agrees that it will not disturb the Lessee's tenancy in the event of foreclosure or other succession to the interest of the Lessor. Enclosure "E" shall be executed before this Lease becomes effective. Any mortgage is to be subordinate to this Lease, and any future amendment thereto unless specifically provided otherwise in writing.

10.3 - If the Leased land are at any time during the term of this Lease subject to a Lessor's mortgage, then, whenever the Lessee gives notice to the Lessor alleging default by the Lessor in performance of any covenant or obligation under this Lease, the Lessee shall simultaneously give a copy of such notice to the Lessor's mortgagee (at the address of the Lessor's mortgagee provided pursuant to paragraph 10.1). Lessor's mortgagee shall have the right (but not the obligation) to cure or remedy Lessor's default during the same time period that is permitted to the Lessor hereunder for the remedying or curing of such default. Lessee will accept such curative or remedial action taken by a Lessor's mortgagee with the same effect as if such action had been taken by the Lessor. Any claims for damages by the Lessee shall not be waived by the Lessor's mortgagee's corrective or remedial action.

10.4 - In the event that the Lessor's mortgagee of record (or any other party) shall acquire title to the Leased land or shall succeed to the Lessor's interest in this Lease, whether through foreclosure of the Lessor's mortgage, conveyance in lieu of foreclosure, or otherwise (collectively, a "foreclosure"), the Lessor's mortgagee (or other such party) shall thereupon, and without the necessity of attornment or other act or agreement, be substituted as the Lessee's landlord under this Lease, and shall be subject to the obligations thereof. The rights acquired by the Lessor's mortgagee are subordinate to this Lease and all of the Lessee's rights under the Lease continue undisturbed.

ARTICLE XI - CANCELLATION

11.1 - This Lease may be cancelled by the Lessee during any period of possession if the Lessor is notified in writing at least **ninety (90)** days prior to the effective date of cancellation.

11.2 - Deleted, Not Applicable

11.3 - This Lease may be cancelled by the Lessee provided the Lessor is notified in writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur:

a) The Lessor or any subcontractor, manufacturer or supplier of the Lessor appears in the register compiled by the State of Michigan pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.* (Employers Engaging in Unfair Labor Practices Act).

b) The Lessor or any subcontractor, manufacturer or supplier of the Lessor is found guilty of discrimination, pursuant to 1976 PA 453, as amended, MCL 37.2101 *et seq.* (Elliott-Larsen Civil Rights Act); or 1976 PA 220, as amended, MCL 37.1101 *et seq.* (Persons with Disabilities Civil Rights Act). This covenant is cross referenced in Article III.

c) Deleted, Not Applicable

d) The Leased land are taken for a public purpose by eminent domain/condemnation proceedings by a governmental unit. This covenant is cross referenced in Article VII.

e) The Lessee's use of the Leased land is in violation of local adopted ordinance, or recorded deed restrictions.

f) The Lessee acquires fee title to the Leased land in paragraphs 2.1 and 2.2. This covenant is cross referenced in Article VI.

g) The Lessor fails to maintain the Leased land in a tenantable condition, described in and subject to the notice provision in paragraph 3.1(s). The Lessee shall provide detailed written notice to the Lessor, of not less than thirty (30) days, to correct defaults. **Additional time to cure any defects may be allowed at the Lessee's sole discretion, if the Lessor proceeds with due diligence both during and after such thirty (30) day period.**

h) The Lessor fails to repair or restore the Leased land for damage.

i) Deleted, Not Applicable

j) Damage or destruction is so extensive as to constitute a total destruction of the Leased land or State structures upon the land.

11.4 - This Lease may be cancelled by the Lessor if the Lessee is notified in writing at least sixty (60) days prior to the effective date of cancellation and any one of the following occur:

a) The Leased land is taken by eminent domain/condemnation proceeding, as referenced in Article VII.

ARTICLE XII - NOTICE, APPLICATION, AND APPROVALS

12.1 - Any notice to Lessee required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail return receipt request, or by a nationally recognized overnight delivery service. Unless either party notifies the other in writing of a different mailing address, notice to the Lessor and/or Lessee shall be transmitted to:

Lessor	Lessee
Ms. Rachel Frisch	Robert M. Burns, Director, Real Estate Division
County of Otsego	Michigan Department of Technology, Management & Budget
225 West Main	
Gaylord, Michigan 49735	<u>For private carrier delivery:</u>
	3111 W. St. Joseph Street
	Lansing, MI 48917
	<u>For U.S. Postal service delivery:</u>
	P.O. Box 30026
	Lansing, MI 48909
E-mail: rfrisch@otsegocountymi.gov	Copy to Michigan State Police
Telephone: 989-731-7520	Kathleen Fay
	Department of Service Division, Management Services
	P.O. Box 30634
	Lansing, MI 48909
	Copy to Department of Technology, Management & Budget
	Troy Spitzley, Facilities Specialist
	3111 W. St. Joseph Street
	Lansing, MI 48917

The notice shall be deemed effective as of Noon, Eastern Time on either (i) the third business day following the date of mailing, if transmitted by mail or (ii) the date on which the noticed party receives or refuses receipt of the notice, if transmitted by personal delivery, or a nationally

recognized overnight delivery service. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or successor agency, performing such function shall be conclusive evidence of the date of mailing.

12.2 - This Lease shall be interpreted in accordance with the laws of the State of Michigan.

12.3 - This Lease shall be binding upon and to the benefit of the heirs, executors, administrators, and assigns of the Lessor; and upon and to the benefit of the assignees and sublessees of the Lessee.

12.4 - This Lease shall not be binding or effective on either party until approved (and notarized as necessary) by the Lessor, Lessee, Department of the Attorney General, Department of Technology, Management & Budget, Building Committee of the State Administrative Board, and the State Administrative Board. If this Lease or any subsequent amendments to it fall within the requirements of 1984 PA 431, as amended, MCL 18.1101 *et seq.* (Management and Budget Act), this Lease and any subsequent amendments to it shall also require approval of the Joint Capital Outlay Subcommittee of the Legislature.

12.5 - This Lease supersedes and cancels a Lease between Lessor and Lessee, which was approved by the State Administrative Board, Item #10, on **September 27, 2005**, between **Otsego County**, as Lessor, and the State of Michigan, Department of **Michigan State Police**, as Lessee, for a **Land Lease** located at **580 South Otsego Avenue (Old US 27), Gaylord, Michigan**, consisting of **approximately One Half (1/2) acre of land**, which is a part of the Leased premises herein described, which said Lease shall be null and void when this Lease becomes effective.

12.6 - Should any provision of this Lease or any addenda thereto be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.

12.7 - This Lease, with all enclosures and attachments as listed below, constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed, as under paragraph 12.4.

12.8 - Electronic Funds Transfer (EFT): Public Act 533 of 2004 requires that payments under this Lease be processed by electronic funds transfer (EFT). Lessor is required to register to receive payments by EFT at the SIGMA Vendor Self Service website (www.michigan.gov/sigmavss) or by calling (888) 734-9749.

Enclosure "A" - 1 page, floor plan/site plan

Enclosure "B" - 3 pages, legal description

Enclosure "C" - **Deleted, Not Applicable**

Enclosure "C-1" - **Deleted, Not Applicable**

Enclosure "D" - 1 page, estoppel

Enclosure "E" - 2 pages, Nondisturbance Agreement

Enclosure "F" - **Deleted, Not Applicable**

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessor:

_____ Date: _____
Signature

Print Name:

Title:

State of Michigan, County of _____.

The forgoing instrument was acknowledged before me on this _____ day of _____,

2018, by _____,
Type or print name(s) of person(s) signing this document

the _____ for the _____,

of _____, Michigan Municipal Corporation.

_____, Notary Public in the County of _____.

Acting in the County of _____, State of Michigan.

My commission expires _____.

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee:

_____ Date: _____
Signature

Print Name:

Title:

State of Michigan, County of _____.

The forgoing instrument was acknowledged before me on this _____ day of _____,

2018, by _____ the _____
Type or print name(s) of person(s) signing this document

for the Michigan State Police

_____, Notary Public in the County of _____.

Acting in the County of _____, State of Michigan.

My commission expires _____.

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee:

_____ Date: _____
Signature

Robert M. Burns
Director, Real Estate Division
Department of Technology, Management & Budget

State of Michigan, County of _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2018, by Robert M. Burns, Director of the Real Estate Division of the Michigan Department of Technology, Management & Budget.

_____, Notary Public in the County of _____.

Acting in the County of _____, State of Michigan.

My commission expires _____.

This Lease has been approved as to legal form by the Michigan Attorney General _____

This Lease was approved by the Michigan State Administrative Board on

Item #

Form Updated: 04-21-2011

Enclosure "D" to Lease #11031-2016 by and between County of Otsego, as Lessor and the State of Michigan for the Michigan State Police, as Lessee.

SAMPLE ESTOPPEL CERTIFICATE

Date

Lessor Name/Mailing Address

Attn: Name of Lessor

Subject: Department of XXXXXXXXXXXX, Located at 1445 XXXXXXXXXXXX Avenue, Anytown, Michigan (#1234)

A review of the lease between XXXXXXXXXXXXXXXXXXXX and the State of Michigan for the above facility has been requested. Information obtained from this review might be used in negotiations for a possible change in ownership or financing of the facility.

The undersigned [is/is not] in possession as a tenant of certain rental space situated at [address of premises], Michigan, consisting of x,xxx square feet of [office/ warehouse/ residential/ (other)] space with a monthly rental of \$xx,xxx.xx. In connection therewith, the undersigned represents as follows:

The Leased premises [are/ will be] occupied pursuant to a certain written Lease dated [month/ day/ year] between the State of Michigan, as Lessee and [Lessor's name], a [corporation/ partnership/ trust/ estate etc.] as Lessor. Such Lease is presently in full force and effect [and has been amended "x" times].

The term of possession provided in the Lease [commenced/ commences] on [month/ day/ year] and expires on [month/ day/ year]. Renewal options are provided which can be exercised to extend possession to [month/ day/ year]. [Actual possession took place on [month/ day/ year] at which time rental payments started]. [An agreement [was/ was not] written to change the Lease dates to coincide with the date of possession].

This Lease [may] contain(s) a [lump-sum/ rental rate] adjustment clause for [liability insurance/ real property taxes/ other].

The undersigned [has/ has not] accepted possession of the Leased premises. Obligations or improvements required by the terms of said Lease, to be furnished or made by the Lessor to the premises, have been completed to date to the satisfaction of the undersigned with the exception of the following items:

1. [items listed here], 2. etc., and 3., etc.

The most recent rent paid to the Lessor or Lessor's agent was for the month of XXXXXX; no rent has been paid more than thirty days in advance of its due date. There is no security deposit. The last payment of its proportionate share of real property taxes and insurance was made by the undersigned to the Lessor on [month/ day/ year] as a part of the regular monthly rental payment; no such payment has been made more than thirty days in advance of its due date.

The State [pays utilities directly with the exception of water and sewer service; proportional payment for water and sewer service made directly to the Lessor upon presentation of a billing document from the city. Common area expenses are paid as a part of the monthly rental].

The undersigned knows of no default or breach of the Lease by either the Lessor or State except obligations or improvements listed above - if any. The Lessor holds no deposit or other property of the State. There are no offsets, claims, or rent deductions except those which might be made by the State by its Department of XXXXXXXXXXXX. The Lessor should contact [name of State agency contact person] for information about rent deductions. The Lease (as amended) represents the entire agreement between the parties as to the Leased premises.

Sincerely,
Robert M. Burns
Director, Real Estate Division

XXX:xxx cc: Department contact person

Enclosure "E" to Lease #11031-2016 by and between County of Otsego, as Lessor and the State of Michigan for the Michigan State Police, as Lessee.

SAMPLE NONDISTURBANCE AGREEMENT

This Agreement between _____, hereinafter called "Mortgagee," the State of Michigan by the Department of Technology, Management & Budget for the Department of _____, hereinafter called "Lessee," and _____, hereinafter called "Lessor," which terms "Lessor," "Lessee," and "Mortgagee" shall include the successors and assigns of the respective parties.

THE FOLLOWING is a recital of facts underlying this Agreement:

By State Lease #****, [as amended], which is by reference made a part of this Agreement (hereinafter the Lease), Lessor in consideration of the rents reserved therein, and of the terms, covenants, conditions, and agreements set forth in the Lease, has demised and let to Lessee, and Lessee has leased from Lessor, certain premises described in Lease paragraphs 2.1 and 2.2, located in _____, for an original term extending until (date), and for any exercised extensions.

Mortgagee is the holder of a mortgage made by (name of Lessor), dated _____ which mortgage covers the real property described in Lease paragraphs 2.1 and 2.2 and buildings thereon, and other property, rights, franchises and privileges more particularly described in the Mortgage (which collectively are herein called the "Mortgaged Property").

Lessor is the owner and holder of title to the Mortgaged Property.

Mortgagee shall recognize Lessee's rights under the Lease in the event of a foreclosure of Mortgagee's lien.

The parties agree as follow:

So long as Lessee is not in default (beyond any period given Lessee to cure such default) in the payment of rent or additional rent, or the performance of any other terms, covenants, or conditions of the Lease, Lessee's possession under the Lease and Lessee's rights and privileges thereunder, or under any extensions or renewals thereof that may be affected in accordance with any option contained in the Lease, shall not be diminished or interfered with by Mortgagee. (The term "Mortgagee" shall include any purchaser at a foreclosure sale). Lessee's occupancy shall not be disturbed by Mortgagee during the term of this Lease or any extensions or renewals thereof.

As indicated in Lease Article X, when Mortgagee is substituted as the Lessee's Lessor, Mortgagee is subject to the obligation of the Lease including any amendments to the Lease. It is the intention of the parties hereto to incorporate the Lease into this Agreement by reference with the same force and effect as if set forth fully verbatim herein.

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

Lessee: State of Michigan

By: _____

Name: _____

Title: _____

Date: _____

*State of Michigan, County of _____.

Acknowledged before me this _____ day of _____, 20____, by _____ the _____ of _____, State of Michigan.

* _____, Notary Public in the County of _____,

| Notary signature

* Acting in the County of _____, State of Michigan. My Commission expires: _____.

Enclosure "E" page 2 of 2

Lessor:

By: _____

Name: _____

Date: _____

*State of Michigan, County of _____

*
* Acknowledged before me this _____ day of _____, 20____, by _____
| Name of Lessor
| the _____ of _____

* _____, Notary Public in the County of _____

* Notary signature

* Acting in the County of _____, State of Michigan.

| My Commission expires: _____

Mortgagee: _____

By: _____

Title: _____

Date: _____

*State of Michigan, County of _____

*
* Acknowledged before me this _____ day of _____, 20____, by _____
| Name of Mortgagee
| the _____ of _____

* _____, Notary Public in the County of _____

* Notary signature

* Acting in the County of _____, State of Michigan.

| My Commission expires: _____

Permit Application Fee	35.00
For Building Permits:	
ICC Fee Schedule and type of construction is used for all permits.	
Electrical, Mechanical and Plumbing Permits are calculated based upon the itemized permit applications.	
Deck	.01 times the sq ft of project
Porch	.10 times the sq ft of project
Demolition (eliminated \$100 fee)	Permit Application Fee of \$35.00
For projects not involving a square footage calculation	\$50.00
Residential Plan Reviews	15% of Permit Fee
Commercial Plan Reviews	.0015 times the value of the project
Inspections	\$50.00 per inspection

Planning & Zoning Fees:

Zoning Permits:

Application Fee	\$35.00
Single Family Dwelling	\$45.00
Residential Addition	\$45.00
Accessory buildings	\$45.00
Decks and Porches	\$0.00
Non-residential Signs	\$45.00
Residential Signs	No charge
Shoreland Permits	\$100.00
Sheds less than 200 sf	\$35.00
Fences	\$0.00
Camping Trailers	\$35.00 \$0.00
Home Occupations	\$30.00
Zoning Re-Inspection Fee (additional inspections)	\$50.00

Commercial Site Plan Review - In-house	\$100.00
--	----------

Land Divisions:

Hayes, Livingston & Chester Twps.	\$100.00
Bagley, Corwith, Dover, Elmira & Otsego Lake Twps.	\$25.00

Planning Commission Permits:

Site Plan Review	\$500.00
Special Use Permit	\$700.00
Rezoning Request	\$700.00

Planning Commission Permits: (When Special Meeting is Required)

Site Plan Review	\$950.00
Special Use Permit	\$950.00
Rezoning Request: (1 to 5 parcels)	\$950.00
Rezoning Request: (6 to 10 parcels)	\$1,050.00
Rezoning Request: (11 or more parcels)	\$1,150.00

Zoning Board of Appeals Hearings:

Variance Request	\$400.00
Appeal-Interpretation	\$400.00

Zoning Board of Appeals Hearings: (When Special Meeting is Required)



**OTSEGO COUNTY
BUDGET AMENDMENT**

Page 1 of 2

FUND/DEPARTMENT: Building Inspection

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)

DESCRIPTION Wage adjustment

REVENUE

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

EXPENDITURE

Account Number	Increase	Decrease
249-371-703.030 Regular - Hourly	\$ 38,422	\$
249-371-703.060 Part-time/Temporary	\$ 8,107	\$
249-371-704.110 Hospitalization	\$ 12,184	\$
249-371-704.140 Life and Disability	\$ 393	\$
249-371-704.200 Social Sec Contributions	\$ 3,200	\$
249-371-704.300 Retirement Contributions	\$ 6,746	\$
Total	\$	\$

Department Head Signature _____ Date _____

Administrator's Signature _____ Date _____

Finance Department
Entered:
By:

Board Approval Date (if necessary) _____ Budget Adjustment # _____ Posting Number _____



**OTSEGO COUNTY
BUDGET AMENDMENT**

Page 2 of 2

FUND/DEPARTMENT: Building Inspection

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)

DESCRIPTION Wage adjustment

REVENUE

Account Number	Decrease	Increase
249-050-400.001 Budgeted Use of Fund Balance	\$	\$ 15,604
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
249-371-704.301 Post Emplmt Hlth Care Savings	\$ 400	\$
249-371-704.500 Unemployment Compensation	\$ 600	\$
249-371-704.600 Workers Compensation	\$ 291	\$
249-371-801.026 Professional - Electrical Inspections	\$	\$ 27,320
249-371-801.027 Professional - Mechanical Inspections	\$	\$ 27,419
	\$	\$
Total	\$ 70,343	\$ 70,343

Department Head Signature _____ Date _____

Administrator's Signature _____ Date _____

Finance Department
Entered:
By:

Board Approval Date (if necessary) _____

Budget Adjustment # _____

Posting Number _____

**PROPOSED BUDGET AMENDMENT FOR FISCAL YEAR 2017 ENDING BALANCES
PERIOD ENDING 12/31/2017**

GL NUMBER	DESCRIPTION	2017			PROPOSED AMENDMENT
		AMENDED BUDGET	YTD BALANCE 12/31/2017	AVAILABLE BALANCE	
Fund 101 - GENERAL FUND					
Dept 101 - COMMISSIONERS					
101-101-704.110	HOSPITALIZATION				(8,035.00)
101-101-703.040	PER DIEM	28,750.00	30,782.00	(2,032.00)	2,035.00
101-101-704.700	PAYMENTS IN LIEU OF INSURANCE	0.00	6,000.00	(6,000.00)	6,000.00
Total Dept 101 - COMMISSIONERS		28,750.00	36,782.00	(8,032.00)	0.00
Dept 131 - CIRCUIT COURT					
101-131-704.110	HOSPITALIZATION				(1,620.00)
101-131-703.020	REGULAR - SALARIED	156,099.00	157,714.40	(1,615.40)	1,620.00
Total Dept 131 - CIRCUIT COURT		156,099.00	157,714.40	(1,615.40)	0.00
Dept 215 - COUNTY CLERK/ROD					
101-215-703.060	PART-TIME/TEMPORARY				(4,680.00)
101-215-704.110	HOSPITALIZATION	48,082.00	52,758.24	(4,676.24)	4,680.00
Total Dept 215 - COUNTY CLERK/ROD		48,082.00	52,758.24	(4,676.24)	0.00
Dept 228 - INFORMATION TECHNOLOGY					
101-228-726.000	SUPPLIES - GENERAL				(332.00)
101-228-704.301	POST EMPLMT HLTH CARE SAVINGS	(332.00)	0.00	(332.00)	332.00
Total Dept 228 - INFORMATION TECHNOLOGY		(332.00)	0.00	(332.00)	0.00
Dept 257 - EQUALIZATION					
101-257-703.030	REGULAR - HOURLY				(49,710.00)
101-257-703.020	REGULAR - SALARIED	0.00	48,283.90	(48,283.90)	48,285.00
101-257-704.600	WORKERS COMPENSATION	1,160.00	2,582.93	(1,422.93)	1,425.00
Total Dept 257 - EQUALIZATION		1,160.00	50,866.83	(49,706.83)	0.00
Dept 301 - SHERIFF					
101-301-704.110	HOSPITALIZATION				(5,055.00)
101-301-703.070	OVERTIME	17,000.00	20,611.75	(3,611.75)	3,615.00
101-301-704.301	POST EMPLMT HLTH CARE SAVINGS	2,700.00	4,136.24	(1,436.24)	1,440.00
Total Dept 301 - SHERIFF		19,700.00	24,747.99	(5,047.99)	0.00
Dept 302 - SHERIFF - CIVIL DIVISION					
101-301-703.030	REGULAR - HOURLY				(22,211.00)
101-301-704.110	HOSPITALIZATION				(425.00)
101-302-703.060	PART-TIME/TEMPORARY	27,054.00	47,547.14	(20,493.14)	20,495.00
101-302-703.070	OVERTIME	0.00	78.08	(78.08)	80.00
101-302-704.200	SOCIAL SEC CONTRIBUTIONS	2,070.00	3,594.27	(1,524.27)	1,526.00
101-302-704.500	UNEMPLOYMENT COMPENSATION	300.00	405.20	(105.20)	110.00
101-302-704.600	WORKERS COMPENSATION	700.00	1,122.96	(422.96)	425.00
Total Dept 302 - SHERIFF - CIVIL DIVISION		30,124.00	52,747.65	(22,623.65)	0.00
Dept 331 - MARINE SAFETY					

101-301-704.110	HOSPITALIZATION				(1,880.00)
101-331-703.060	PART-TIME/TEMPORARY	4,256.00	5,852.29	(1,596.29)	1,600.00
101-331-703.070	OVERTIME	0.00	156.16	(156.16)	160.00
101-331-704.200	SOCIAL SEC CONTRIBUTIONS	331.00	448.54	(117.54)	120.00
Total Dept 331 - MARINE SAFETY		4,587.00	6,456.99	(1,869.99)	0.00

Dept 332 - MOTORCYCLE SAFETY EDUCATION

101-332-726.000	SUPPLIES - GENERAL				(70.00)
101-332-930.100	INSURANCE AND BONDS	1,638.00	1,706.36	(68.36)	70.00
Total Dept 332 - MOTORCYCLE SAFETY EDUCATION		1,638.00	1,706.36	(68.36)	0.00

Dept 333 - SNOWMOBILE GRANT

101-333-703.060	PART-TIME/TEMPORARY				(1,030.00)
101-333-703.070	OVERTIME	(500.00)	528.06	(1,028.06)	1,030.00
Total Dept 333 - SNOWMOBILE GRANT		(500.00)	528.06	(1,028.06)	0.00

Dept 334 - SECONDARY ROAD PATROL

101-301-704.110	HOSPITALIZATION				(5,760.00)
101-334-703.030	REGULAR - HOURLY	49,190.00	51,328.44	(2,138.44)	2,140.00
101-334-704.110	HOSPITALIZATION	4,653.00	6,065.30	(1,412.30)	1,415.00
101-334-704.300	RETIREMENT CONTRIBUTIONS	15,841.00	17,063.14	(1,222.14)	1,225.00
101-334-930.660	GASOLINE	6,285.00	7,263.00	(978.00)	980.00
Total Dept 334 - SECONDARY ROAD PATROL		75,969.00	81,719.88	(5,750.88)	0.00

Dept 351 - JAIL

101-351-704.110	HOSPITALIZATION				(25,125.00)
101-351-703.070	OVERTIME	35,000.00	48,778.86	(13,778.86)	13,780.00
101-351-704.200	SOCIAL SEC CONTRIBUTIONS	37,483.00	41,546.94	(4,063.94)	4,065.00
101-351-704.300	RETIREMENT CONTRIBUTIONS	55,934.00	61,144.40	(5,210.40)	5,215.00
101-351-704.800	SICK PAY BUY OUT	3,500.00	5,560.73	(2,060.73)	2,065.00
Total Dept 351 - JAIL		131,917.00	157,030.93	(25,113.93)	0.00

Dept 631 - SUBSTANCE ABUSE

101-853-940.110	HEALTH CARE RETIREES				(4,020.00)
101-631-940.010	OUTSIDE CONTRACTED SERVICES	78,421.00	82,437.48	(4,016.48)	4,020.00
Total Dept 648 - SUBSTANCE ABUSE		78,421.00	82,437.48	(4,016.48)	0.00

Dept 648 - MEDICAL EXAMINER

101-853-940.110	HEALTH CARE RETIREES				(4,885.00)
101-648-704.400	EDUCATION AND TRAINING				(500.00)
101-648-726.000	SUPPLIES - GENERAL				(61.00)
101-648-726.046	SUPPLIES - UNIFORM/ACC				(800.00)
101-648-801.020	PROFESSIONAL				(250.00)
101-648-920.400	REPAIRS AND MAINTENANCE SVCS				(51.00)
101-648-930.210	TELEPHONE				(329.00)
101-648-930.460	TRANSPORTING				(2,868.00)
101-648-930.500	TRAVEL				(207.00)
101-648-930.660	GASOLINE				(219.00)
101-648-930.920	AUTOPSIES	16,500.00	26,667.00	(10,167.00)	10,170.00
Total Dept 648 - MEDICAL EXAMINER		16,500.00	26,667.00	(10,167.00)	0.00

Dept 721 - PLANNING / ZONING

101-853-940.110	HEALTH CARE RETIREES				(1,473.00)
101-721-704.110	HOSPITALIZATION				(6,200.00)
101-721-703.010	REG EMP - DEPT DIR/COMM				(2,570.00)
101-721-703.040	PER DIEM				(1,000.00)
101-721-930.600	MEMBERSHIP AND DUES				(80.00)
101-721-930.500	TRAVEL				(205.00)
101-721-930.450	SHIPPING AND MAILING				(65.00)
101-721-920.400	REPAIRS AND MAINTENANCE SVCS				(200.00)
101-721-726.200	BOOKS AND PERIODICALS				(345.00)
101-721-726.000	SUPPLIES - GENERAL				(142.00)
101-721-704.500	UNEMPLOYMENT COMPENSATION				(205.00)
101-721-704.301	POST EMPLT HLTH CARE SAVINGS				(170.00)
101-721-704.300	RETIREMENT CONTRIBUTIONS				(200.00)
101-721-704.140	LIFE AND DISABILITY				(200.00)
101-721-703.030	REGULAR - HOURLY	25,715.00	26,223.24	(508.24)	510.00
101-721-703.070	OVERTIME	200.00	1,657.18	(1,457.18)	1,460.00
101-721-801.020	PROFESSIONAL	1,978.91	13,064.00	(11,085.09)	11,090.00
Total Dept 721 - PLANNING / ZONING		27,893.91	40,944.42	(13,050.51)	0.00

FUND 205 - WORK CAMP

205-301-704.110	HOSPITALIZATION				(5,385.00)
205-301-704.300	RETIREMENT CONTRIBUTIONS				(580.00)
205-301-704.301	POST EMPLMT HLTH CARE SAVINGS				(300.00)
205-301-703.030	REGULAR - HOURLY	27,624.00	29,592.74	(1,968.74)	1,970.00
205-301-703.070	OVERTIME	0.00	2,179.45	(2,179.45)	2,180.00
205-301-704.200	SOCIAL SEC CONTRIBUTIONS	4,843.00	5,351.14	(508.14)	510.00
205-301-704.800	SICK PAY BUY OUT	0.00	776.72	(776.72)	780.00
205-301-930.100	INSURANCE AND BONDS	0.00	823.00	(823.00)	825.00
Total Dept 301 - SHERIFF		32,467.00	38,723.05	(6,256.05)	0.00

Fund 208 - PARKS AND RECREATION**Dept 751 - COUNTY PARKS**

208-751-703.060	PART-TIME/TEMPORARY				(1,280.00)
208-751-704.600	WORKERS COMPENSATION	2,173.00	3,448.51	(1,275.51)	1,280.00
Total Dept 751 - COUNTY PARKS		2,173.00	3,448.51	(1,275.51)	0.00

Dept 752 - COMMUNITY CENTER

208-752-930.660	GASOLINE				(635.00)
208-752-930.620	ELECTRICITY				(285.00)
208-752-930.610	NATURAL GAS				(535.00)
208-752-930.500	TRAVEL				(520.00)
208-752-930.450	SHIPPING AND MAILING				(90.00)
208-752-930.230	CELLULAR				(85.00)
208-752-930.210	TELEPHONE				(560.00)
208-752-930.100	INSURANCE AND BONDS				(892.00)
208-752-920.320	SNOW PLOWING				(160.00)
208-752-920.200	WATER /SEWAGE				(1,000.00)
208-752-801.020	PROFESSIONAL				(685.00)

208-752-726.050	REPAIRS AND MAINT SUPPLIES				(2,975.00)
208-752-726.040	SUPPLIES - RECREATIONAL				(270.00)
208-752-726.035	SUPPLIES - MEDICAL/PHARMACY				(580.00)
208-752-726.025	SUPPLIES - JANITORIAL				(530.00)
208-752-726.000	SUPPLIES - GENERAL				(605.00)
208-752-703.060	PART-TIME/TEMPORARY	5,967.00	13,293.38	(7,326.38)	7,330.00
208-752-704.200	SOCIAL SEC CONTRIBUTIONS	4,636.00	5,480.11	(844.11)	845.00
208-752-704.300	RETIREMENT CONTRIBUTIONS	9,662.00	11,517.34	(1,855.34)	1,860.00
208-752-704.600	WORKERS COMPENSATION	2,388.00	2,757.15	(369.15)	372.00
Total Dept 752 - COMMUNITY CENTER		22,653.00	33,047.98	(10,394.98)	0.00

Fund 209 - GROEN NATURE PRESERVE FUND

Dept 751 - COUNTY PARKS

209-751-703.060	PART-TIME/TEMPORARY				(3,550.00)
209-751-703.020	REGULAR - SALARIED	0.00	1,545.00	(1,545.00)	1,550.00
209-751-703.070	OVERTIME	300.00	2,271.25	(1,971.25)	2,000.00
Total Dept 751 - COUNTY PARKS		300.00	3,816.25	(3,516.25)	0.00

Fund 212 - ANIMAL CONTROL

Dept 430 - ANIMAL CONTROL

212-430-703.010	REG EMP - DEPT DIR/COMM				(1,755.00)
212-430-703.050	LONGEVITY				(385.00)
212-430-704.500	UNEMPLOYMENT COMPENSATION				(635.00)
212-430-704.700	PAYMENT IN LIEU OF INSURANCE				(1,845.00)
212-430-726.000	SUPPLIES - GENERAL				(600.00)
212-430-726.035	SUPPLIES - MEDICAL/PHARMACY				(875.00)
212-430-726.046	SUPPLIES - UNIFORM/ACC				(635.00)
212-430-726.050	REPAIRS AND MAINT SUPPLIES				(680.00)
212-430-930.100	INSURANCE AND BONDS				(410.00)
212-430-703.060	PART-TIME/TEMPORARY	12,833.00	13,401.34	(568.34)	570.00
212-430-704.110	HOSPITALIZATION	42,739.00	49,987.46	(7,248.46)	7,250.00
Total Dept 430 - ANIMAL CONTROL		55,572.00	63,388.80	(7,816.80)	0.00

Fund 249 - BUILDING INSPECTION FUND

Dept 371 - BUILDING INSPECTION DEPT

249-371-704.110	HOSPITALIZATION				(9,870.00)
249-371-703.030	REGULAR - HOURLY	46,153.00	48,076.04	(1,923.04)	1,925.00
249-371-704.700	PAYMENTS IN LIEU OF INSURANCE	0.00	1,942.23	(1,942.23)	1,945.00
249-371-999.000	TRANSFER OUT	0.00	6,000.00	(6,000.00)	6,000.00
Total Dept 371 - BUILDING INSPECTION DEPT		46,153.00	56,018.27	(9,865.27)	0.00

Fund 261 - 911 SERVICE FUND

Dept 427 - EMERGENCY SERVICES

261-427-940.010	OUTSIDE CONTRACTED SERVICES				(999.00)
261-427-726.000	SUPPLIES - GENERAL				(108.00)
261-427-801.020	PROFESSIONAL				(43.00)
261-427-930.100	INSURANCE AND BONDS				(3.00)
261-427-930.210	TELEPHONE				(15.00)
261-427-930.230	CELLULAR				(147.00)

261-901-970.435	PROPERTY - MACHINERY & EQUIPMENT				(3,485.00)
261-427-920.410	SERVICE CONTRACTS	26,382.00	31,181.52	(4,799.52)	4,800.00
Total Dept 427 - EMERGENCY SERVICES		26,382.00	31,181.52	(4,799.52)	0.00

Fund 281 - AIRPORT

Dept 537 - AIRPORT

281-537-704.140	LIFE AND DISABILITY				(865.00)
281-537-704.500	UNEMPLOYMENT COMPENSATION				(310.00)
281-537-704.600	WORKERS COMPENSATION				(1,370.00)
281-537-726.000	SUPPLIES - GENERAL				(460.00)
281-537-726.050	REPAIRS AND MAINT SUPPLIES				(1,420.00)
281-537-801.020	PROFESSIONAL				(75.00)
281-537-930.150	SERVICE CHARGES	10,000.00	14,495.06	(4,495.06)	4,500.00
Total Dept 537 - AIRPORT		10,000.00	14,495.06	(4,495.06)	0

Dept 906 - DEBT SERVICE

281-537-801.020	PROFESSIONAL				(57.00)
281-906-990.201	INTEREST PAYMENT-INTERNAL LOAN	1,500.00	1,556.99	(56.99)	57.00
Total Dept 906 - DEBT SERVICE		1,500.00	1,556.99	(56.99)	0

Fund 645 - ADMINISTRATIVE SERVICES

Dept 172 - COUNTY ADMINISTRATOR

645-172-704.300	RETIREMENT CONTRIBUTIONS				(690.00)
645-172-703.010	REG EMP - DEPT DIR/COMM	123,373.00	124,055.52	(682.52)	690.00
Total Dept 172 - COUNTY ADMINISTRATOR		123,373.00	124,055.52	(682.52)	0.00

YEAR END TRANSFERS

101-966-999.000	APPROPRIATION - AIRPORT				(239,281.00)
101-215-607.200	FEE - TRANSFER TAX				30,905.00
101-215-607.210	FEE - RECORDING				68,271.00
101-215-626.012	SERVICE - ONLINE COPIES				4,603.00
101-010-411.000	DELINQUENT REAL PROPERTY TAXES				109,152.00
101-853-940.110	HEALTH CARE RETIREES				(10,845.00)
101-851-930.100	INSURANCE AND BONDS				(35,660.00)
101-729-930.600	MEMBERSHIP AND DUES				(1,283.00)
101-969-999.000	TRANSFER TO OTHER FUNDS				350,000.00
499-050-699.030	OTHER SOURCE - TRANSFERS				350,000.00
101-853-704.303	RETIREMENT CONTRIBUTIONS				150,000.00
499-901-970.300	PROPERTY - IMPROVEMENTS				350,000.00

Committee Reports

B. Planning Commission

1. Zoning Ordinance Amendments

**OTSEGO COUNTY ZONING ORDINANCE
PROPOSED AMENDMENTS**

The following changes have been recommended by the Otsego County Planning Commission at their March 15, 2018 meeting:

Article 21 Specific Requirements for Certain Uses

Home Occupation, Section 21.12

The partial use of a home for commercial or nonresidential uses by a resident thereof, which is subordinate and incidental to the use of the dwelling for residential purposes.

Restricted Uses, Section 21.34

Garbage, Section 21.34

The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food. A self-contained compost pile is not considered garbage.

Signs & Billboards, Section 21.38

Any publicly displayed sign, symbol or notice on premises to indicate the name of the occupant, to advertise the business there transacted, or directing to some other locale, shall be regulated, and shall be regulated and shall require permits in accordance with the terms of the County Building Code.

**SECTION 21.12
HOME OCCUPATION**

Section 21.12

Home Occupation

Definitions:

Home Occupation: The partial use of a home for commercial or nonresidential uses by a resident thereof, which is subordinate and incidental to the use of the dwelling for residential purposes.

Section 21.12.01

Home Occupation

A Home occupation shall be permitted in all zones, provided the home occupation is clearly and obviously subordinate to the main use or dwelling unit for residential purposes. Home occupations shall be conducted wholly within the primary structure on the premises.

Section 21.12.02

Permit Required

A Home Occupation Permit is required before any activity is initiated. A Home Occupation Application shall be submitted to the Zoning Administrator who may issue such permit when all applicable provisions of this Ordinance have been met and following approval by the proper body or official.

Section 21.12.03

Home Occupation Regulations:

- Section 21.12.03.01 A Home Occupation shall not employ more than one (1) person other than those related by blood, marriage or adoption.
- Section 21.12.03.02 A Home Occupation shall not exceed fifteen (15) percent of the floor area of the primary residential structure, which can include the attached garage.
- Section 21.12.03.03 A Home Occupation Inventory and supplies shall not occupy more than fifty (50) percent of the area permitted to be used as a home occupation.
- Section 21.12.03.04 A Home Occupation operational nuisances such as noise, vibration, fumes, smoke, odors, lighting, and related shall be strictly confined to the premises and no activity shall be visible or discernible from any adjoining street or property line.
- Section 21.12.03.05 A Home Occupation major activity shall be carried on indoors.
- Section 21.12.03.06 A Home Occupation shall have no exterior display or storage of goods on said premises.
- Section 21.12.03.07 A Home Occupation sales and services to patrons shall be arranged by appointment and scheduled so that not more than two (2) patron vehicles are on the premises at the same time.
- Section 21.12.03.08 A Home Occupation shall be limited to the hours (8 a.m. to 8 p.m.) to its patrons.
- Section 21.12.03.09 A Home Occupation shall provide three (3) additional parking spaces on the premises, except only two (2) need be provided if the home occupation does not have an employee.
- Section 21.12.03.10 A Home Occupation shall not generate greater traffic volumes than normally expected in a residential neighborhood. No additional on street parking demand shall be generated.
- Section 21.12.03.11 A Home Occupation may have One (1) non illuminated sign not to exceed 2 sq. ft. if it is attached to, and is parallel with the wall of the dwelling unit.
- Section 21.12.03.12 A Home Occupation use shall not take on the operational character of a business, industrial, industrial transit or institutional use in terms of parking, truck or commercial traffic, loading and unloading, and related activities.
- Section 21.12.03.13 A Home Occupation shall not make structural alterations which are architecturally at variance with the residential dwelling or which cannot be readily and simply returned to residential use. Exterior alterations shall not be of a design to indicate or characterize the presence of a home occupation.

Section 21.12
Home Occupation

Current Language
Proposed Language

Proposed Language

Definitions:

Home Occupation: The partial use of a home for commercial or nonresidential uses by a resident thereof, which is subordinate and incidental to the use of the dwelling for residential purposes.

Proposed Language

Section 21.12.01

Home Occupation

A Home occupation shall be permitted in all zoning districts, provided the home occupation is clearly and obviously subordinate to the main use or dwelling unit for residential purposes. Home occupations shall be conducted wholly within the primary structure on the premises.

Current Language

SECTION 21.12 HOME OCCUPATION

The Zoning Administrator shall provide home occupation applicant with a checklist showing which plot plan specifications of Section 25.3.3 need to be provided. Based on that application, the Zoning Administrator shall determine whether the home occupation meets the criteria of this Zoning Ordinance and if so, issue a permit.

Proposed Language

Section 21.12.02

Permit Required

A Home Occupation Permit is required before any activity is initiated. A Home Occupation Application shall be submitted to the Zoning Administrator who may issue such permit when all applicable provisions of this Ordinance have been met and following approval by the proper body or official.

Section 21.12.03

Home Occupation Regulations:

Current Language

Section: 21.12.1: Only those persons residing on the premises along with one outside employee shall engage in the occupation, which may be operated for gain.

Proposed Language

Section 21.12.03.01 A Home Occupation shall not employ more than one (1) person other than those related by blood, marriage or adoption.

Proposed Language

Section 21.12.03.02 A Home Occupation shall not exceed fifteen (15) percent of the floor area of the primary residential structure, which can include the attached garage.

Proposed Language

Section 21.12.03.03 A Home Occupation Inventory and supplies shall not occupy more than fifty (50) percent of the area permitted to be used as a home occupation.

Current Language

21.12.3: All of the operational nuisances such as noise, vibration, fumes, smoke, odors, lighting, and related shall be strictly confined to the premises, and no activity shall be visible or discernible from any adjoining street or property line.

Proposed Language

Section 21.12.03.04 A Home Occupation operational nuisances such as noise, vibration, fumes, smoke, odors, lighting, and related shall be strictly confined to the premises and no activity shall be visible or discernible from any adjoining street or property line.

Current Language

Section 21.12.6: Major activity shall be carried on indoors. There shall be no visible outdoor storage.

Proposed Language

Section 21.12.03.05 A Home Occupation major activity shall be carried on indoors.

Section 21.12.03.06 A Home Occupation shall have no exterior display or storage of goods on said premises.

Proposed Language

Section 21.12.03.07 A Home Occupation sales and services to patrons shall be arranged by appointment and scheduled so that not more than two (2) patron vehicles are on the premises at the same time.

Current Language

Section 21.12.7: Business by customers shall be limited to the hours of eight (8) a.m. to eight (8) p.m.

Proposed Language

Section 21.12.03.08 A Home Occupation shall be limited to the hours (8 a.m. to 8 p.m.) to its patrons.

Section 21.12.03.09 A Home Occupation shall provide three (3) additional parking spaces on the premises, except only two (2) need be provided if the home occupation does not have an employee.

Current Language

21.12.5.1: No traffic generated by such home occupation shall be in greater volumes than normally expected in a residential neighborhood, and any need for parking shall be met off the street and other than in a required front yard, although vehicles may be parked in an existing driveway if it is of sufficient size. No additional on street parking demand shall be generated.

Proposed Language

Section 21.12.03.10 A Home Occupation shall not generate greater traffic volumes than normally expected in a residential neighborhood. No additional on street parking demand shall be generated.

Current Language

21.12.2: Signs should be avoided, but if deemed necessary, one (1) non illuminated sign not to exceed two (2) square feet in area may be approved and permitted if it is attached to, and is parallel with the wall of the dwelling unit.

Proposed Language

Section 21.12.03.11 A Home Occupation may have One (1) non illuminated sign not to exceed 2 sq. ft. if it is attached to, and is parallel with the wall of the dwelling unit.

Current Language

21.12.5: The use does not take on the operational character of a business, industrial, or institutional use in terms of parking, traffic (vehicular or pedestrian) loading and unloading, and related features.

Proposed Language

Section 21.12.03.12: A Home Occupation use shall not take on the operational character of a business, industrial, industrial transit or institutional use in terms of parking, truck or commercial traffic, loading and unloading, and related activities.

Current Language

21.12.4: Structural alterations which are architecturally at variance with the residential unit or which cannot be readily and simply returned to residential use shall be prohibited. Exterior alterations shall not be of a design to indicate or characterize the presence of a home occupation.

Proposed Language

Section 21.12.03.13: A Home Occupation shall not make structural alterations which are architecturally at variance with the residential dwelling or which cannot be readily and simply returned to residential use. Exterior alterations shall not be of a design to indicate or characterize the presence of a home occupation.

**SECTION 21.34
RESTRICTED USES**

Section 21.34 **Restricted Uses**

Intent:

This section shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. No parcel shall be used for the open or unenclosed storage, disposition, wrecking, dismantling, baling, salvaging, location, accumulation or abandonment, either temporarily or otherwise, of any discarded disused or dismantled vehicles, machinery, junk, or junked articles, or any parts thereof, unless located in a Zoning District that permits such use and a site plan has been approved by the Planning Commission.

Definitions:

Garbage: The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food. A self-contained compost pile is not considered garbage.

Junk: Junk includes, but is not limited to, broken and/or inoperable machinery or vehicles, or parts relating to machinery or vehicles, or broken and unusable furniture, stove, refrigerators, or other appliances.

Section 21.34.01 **Exterior Property Areas**

Section 21.34.01.01

Sanitation

Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition and shall be free from any accumulation of garbage and/or junk.

Section 21.34.01.02

Motor Vehicles

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle for uses upon the highways or waterways of the State of Michigan shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled for a period of 48 continuous hours. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exceptions

1. A vehicle of any type is permitted to undergo major overhaul including body work, provided that such work is performed inside a structure.
2. One (1) unlicensed vehicle that is used for snow plowing purposes shall be permitted.
3. One (1) additional vehicle that is kept under cover in the rear or side yard so as to be inconspicuous to the public streets.
4. Agricultural Operations: Any vehicle or parts of vehicles that are part of a farm operation as defined by the Michigan Right to Farm Act, 1980 P.A. NO. 93, MCL 286.471, et.seq., and conducted in accordance with the State of Michigan's Generally Accepted Agricultural and Management Practices (GAAMPs) shall be exempt from the provisions of this Section 21.34 Restricted Uses.

Section 21.34
Restricted Uses
Current Language
Proposed Language

Proposed Language

Intent:

This section shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. No parcel shall be used for the open or unenclosed storage, disposition, wrecking, dismantling, baling, salvaging, location, accumulation or abandonment, either temporarily or otherwise, of any discarded disused or dismantled vehicles, machinery, junk, or junked articles, or any parts thereof, unless located in a Zoning District that permits such use and a site plan has been approved by the Planning Commission.

Definitions:

Garbage: The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food. A self-contained compost pile is not considered garbage.

Current Language

Junk: Junk includes, but is not limited to, broken and/or inoperable machinery or vehicles, or parts relating to machinery or vehicles, or broken and unusable furniture, stove, refrigerators, or other appliances.

Section 21.34.01
Exterior Property Areas

Current Language

No parcel shall be used for the open or unenclosed storage, disposition, wrecking, dismantling, baling, salvaging, location, accumulation or abandonment, either temporarily or otherwise, of any discarded, disused or dismantled vehicles, machinery, junk, or junked articles, or any parts thereof, unless located in a Zoning District that permits such use and a site plan has been approved by the Planning Commission.

As used in this Section the following terms shall have the meanings as prescribed in this section.

- A "discarded, disused vehicle" includes, but is not limited to, any vehicle which has remained on private property for a period of forty-eight (48) continuous hours, or more, without the consent of the owner or occupant of the property, or for a period of forty-eight (48) continuous hours, or more, after the consent of the owner or occupant of the property has been revoked.
- B. "discarded, disused or dismantled Vehicle" includes, any vehicle that is not licensed for use upon the highways or waterways of the State of Michigan, and shall also include, whether licensed or not, any vehicle that is inoperable, except that one (1) unlicensed vehicle that is used for snow plowing purposes shall be permitted and one (1) vehicle that is inoperable or unlicensed in addition to the snow plowing vehicle, may be permitted so long as that vehicle is repaired and licensed within thirty (30) days of notice by the Zoning Administrator, and one (1) additional vehicle that is kept under cover and where the grass around the vehicle is kept mowed and where the owner can show on going progress toward restoration.

Proposed Language

Section 21.34.01.01

Sanitation

Exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition and shall be free from any accumulation of garbage and/or junk.

Section 21.34.01.02

Motor Vehicles

Except as provided for in other regulations, no inoperative or unlicensed motor vehicle for uses upon the highways or waterways of the State of Michigan shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled for a period of 48 continuous hours. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exceptions

1. A vehicle of any type is permitted to undergo major overhaul including body work, provided that such work is performed inside a structure.
2. One (1) unlicensed vehicle that is used for snow plowing purposes shall be permitted.
3. One (1) additional vehicle that is kept under cover in the rear or side yard so as to be inconspicuous to the public streets.

Current Language

4. Agricultural Operations: Any vehicle or parts of vehicles that are part of a farm operation as defined by the Michigan Right to Farm Act, 1980 P.A. NO. 93, MCL 286.471, et seq., and conducted in accordance with the State of Michigan's Generally Accepted Agricultural and Management Practices (GAAMPs) shall be exempt from the provisions of this Section 21.34 Restricted Uses.

SECTION 21.38
SIGNS & BILLBOARDS

Section 21.38

Signs and Billboards

Intent:

The sign standards contained in this Ordinance are declared to be necessary to protect the general health, safety, and welfare of the citizens of Otsego County.

It is the intent of this regulation to insure a degree of standardization in signage throughout the county, to insure the safety of pedestrians and motorists who must drive or otherwise negotiate installed signage and motorists who depend on the visibility of a sign's message to safely arrive at an intended destination. Standardization will preserve the aesthetics, appearance and functionality of all installed signage.

Any publicly displayed sign, symbol or notice on premises to indicate the name of the occupant, to advertise the business there transacted, or directing to some other locale, shall be regulated as follows, and shall require permits in accordance with the terms of the County Building Code:

Sign plans shall be reviewed for approval, conditional approval or rejection by the Zoning Administrator. For disagreements with the rulings of the Zoning Administrator, the applicant may appeal to the Zoning Board of Appeals, who in such instances has final authority on the sign plan.

The standards in this Article are determined to be the minimum necessary to achieve the above stated purposes. Compliance with this Section does not relieve the applicant from the responsibility of compliance with other local, state or federal sign regulations, nor does the issuance of a Sign Permit grant permission to the applicant to place signs on any property, including road rights-of-way, other than property owned or otherwise legally under the control of the applicant. The issuance of a Sign Permit only assures the applicant that the sign meets the requirements of the County Zoning Ordinance.

Section 21.38.01

Signs Authorized and Requiring a Permit

All applications for a Sign Permit shall first be submitted to the Zoning Administrator. Before any permit is granted for the erection of a sign or sign structure requiring such permit, construction documents shall be filed with the Zoning Administrator showing the dimensions, materials and required details of construction, including loads, stresses, anchorage and any other pertinent data. The permit application shall be accompanied by the written consent of the owner or lessee of the premises upon which the sign is to be erected and by engineering calculations signed by a registered design professional. The Zoning Administrator may issue such permits when all applicable provisions of this Ordinance have been met.

Section 21.38.01.01

Accessory Signs

Section 21.38.01.01.01

Districts: R1, R2, R3, RR

Number Allowed:	1
Maximum Height:	8 ft.
Measured:	From the average grade at the base of the sign to the top of the sign support.
Maximum Size:	15 sq. ft.

Section 21.38.01.01.02

Districts: AR, FR

Number Allowed:	1
Maximum Height:	8 ft.
Measured:	From the average grade at the base of the sign to the top of the sign support.
Maximum Size:	32 sq. ft.

Section 21.38.01.01.03

Districts: B1, B2, B3, HX, J

Number Allowed: Two (2) with the following four (4) regulations:

- Regulation 01:** One (1) sign shall be affixed to or be within 2 feet of and be parallel with the wall of the main building.
- Maximum Size:** Signs mounted on and parallel with the wall of the main building shall not exceed a total surface area of 15% of the mounting wall. If a premise contains walls facing more than one property line or encompasses property frontage bounded by more than one street or other property usages, the sign area(s) for each building wall or property frontage will be computed separately for each building wall or property line facing a different frontage. The sign area(s) thus calculated shall be permitted to then be applied to permitted signs placed on each separate wall or property line frontage.
- Regulation 02:** One (1) Sign may be a freestanding sign.
- Maximum Height:** 12 ft.
- Maximum Size:** 56 sq. ft. and length shall not be longer than three (3) times its width.
- Regulation 03:** One (1) Sign may be a pylon sign.
- Maximum Height:** 35 ft.
- Maximum Size:** Sign Specifications must be prepared by a design professional and must comply with any Airport Zoning Ordinance and the Tall Structures Act. Pylon Signs approved and installed before the date of this ordinance change shall be allowed provided they exhibit structural integrity, are safe and well maintained.
- Regulation 04:** All businesses may display window signs in ground level windows in addition to any wall signs. Window signs shall not cover more than 20% of the total window area. Where multiple windows are installed, signage may not be aggregated to cover any window 100% restricting all visibility from the interior and exterior. Signage may cover no more than 50% of the window on the horizontal and vertical dimension. Total coverage for multiple window panels will not change.

Section 21.38.01.01.04

Signs for shopping centers or other commercial developments with Two (2) or more units developed as offices, office service units, research facilities, manufacturing facilities, retail spaces with multiple stores, commercial PUD's, large retail stores with a building area over 100,000 sq. ft. or other commercial developments requiring Special Use Approval and which have a common off street parking and a common entrance or entrances may install accessory signs in accordance with the following six (6) regulations:

- Regulation 01:** Signs which direct traffic movement within a property and which do not exceed 4 sq. ft. in area for each sign are permitted.
- Regulation 02:** One (1) free-standing identification sign for each street that the development faces.
- The freestanding sign shall state only the name of the shopping center or multiple use development and tenants located therein.
 - No freestanding sign face shall exceed an area of 100 sq. ft.
 - Freestanding signs shall not exceed a height of 30 feet measured from the average grade at the base of the sign to the top of the horizontal sign frame supporting the sign face.
 - Tenants of the shopping center or the owner of outlets included with the development plan or PUD shall not be permitted individual freestanding signs, except gas stations as noted below:
- Regulation 03:** Businesses within the development or PUD shall be permitted exterior wall signs; the total area of the exterior wall signs shall not exceed 20% of the area of the signage wall.
- Regulation 04:** All businesses may display window signs in ground level windows in addition to any wall signs. Window signs shall not cover more than 20% of the total window area. Where multiple windows are installed, signage may not be aggregated to cover any window 100% restricting all visibility from the interior and exterior. Signage may cover no more than 50% of the window on the horizontal or vertical dimension.

Regulation 05: An automobile service station located on an outlet or an individual lot within the development or PUD may have 1 freestanding sign in addition to the freestanding sign utilized for the development. The freestanding sign shall be for the purpose of advertising gasoline prices and other services provided on the premises. The service station sign shall comply with the regulations for a single business on its own lot as noted in Section 21.38.01.03 above.

Regulation 06: Signs proposed for installation along MDOT regulated highways designed to advertise a specific business location must be permitted in accordance with current MDOT Regulation 225. A specific time requirement for the developed site is required and is usually 2 years. A business sign is a sign designed to advertise a particular business location rather than being used for general outdoor advertising not necessarily specific to a particular business. Billboards or signage also referred to as outdoor advertising or outdoor highway advertising are permitted and controlled by MDOT under sections of MDOT Regulation 225. A valid permit and sign approval is required prior to construction of a billboard designed for general outdoor advertising

Section 21.38.02

Non-Accessory Signs and Billboards

Section 21.38.02.01

Billboards, poster boards and non-accessory signs may be permitted in B2, B3 and I Districts provided the area of the sign does not exceed an area of 200 sq. ft. in B2 and B3 Districts and 300 sq. ft. in I Districts. A non-accessory sign or billboard shall not measure longer than 3 times its width.

Signs that come under the jurisdiction of P.A. 106 of 1972 are under the jurisdiction of the Township, if the Township has adopted a sign ordinance.

Section 21.38.03

Sign Lighting (also see Section 21.19 Lighting Outdoor)

Section 21.38.03.01

Signs internally illuminated or with a light emanating surface are allowed only in the RR, FR, AR, B1, B2, B3, I, HX, MUZ-Main Street and MUZ-Town Center Districts provided they meet the other requirements of this ordinance and are set back a minimum of 10 feet from all road right-of-ways and 75 feet from any other property line.

Signs internally illuminated or if sign has a light emanating surface. All light sources and reflecting surfaces immediately adjacent to the light source shall be shielded from view. Sign luminance level, beginning 1 hour after sunrise and continuing until 1 hour before sunset, shall not exceed (10278 Lumens) (685W Incandescent light bulb) (114W Florescent/LED) per square meter, or does not exceed (342 Lumens) (25W Incandescent light bulb)(6.23W Florescent/LED) per square meter at all other times.

Signs that are externally illuminated shall have the light mounted on top of the sign, shall be directed downward onto the sign and shall be shielded so as to prevent rays of light from being directed such that reflected luminance does not exceed (342 Lumens) (25W Incandescent light bulb)(6.23W Florescent/LED) per square meter.

Section 21.38.04

Signs Prohibited

Section 21.38.04.01 No signs or sign structure shall be erected at the intersection of any street in such a manner as to obstruct free and clear vision, nor at any location where by its position, shape or color it may interfere with or obstruct the view of or be confused with any authorized traffic sign, signal or device.

Section 21.38.04.02 No signs shall be attached to any utility pole, light standard, street tree or any other public facility located within the public right-of-way.

Section 21.38.04.03 No signs which blink flash or are animated by lighting in any fashion that would cause such signs to have the appearance of traffic safety signs and lights, or municipal vehicle warnings from a distance.

- Section 21.38.04.04** No signs containing flashing, intermittent or moving lights. (A sign with messages or images accomplished by instantaneous re-pixilation not more often than 1 time in 60 seconds shall not be considered flashing, intermittent or moving and shall be allowed.)
- Section 21.38.04.05** No signs with moving or revolving parts.
- Section 21.38.04.06** No signs attached to, or placed on, a vehicle or trailer parked on public or private property, except for signs meeting the following 3 Regulations:
- Regulation 01:** The primary purpose of such a vehicle or trailer is not the display of signs.
- Regulation 02:** The signs are magnetic, decals or painted upon an integral part of the vehicle or equipment as originally designed by the manufacturer, and does not break the silhouette of the vehicle.
- Regulation 03:** The vehicle or trailer is in operating condition, currently registered and licensed to operate on public streets where applicable, and actively used or available for use in the daily function of the business to which such signs relate.
- Section 21.38.04.07** Vehicles and trailers are not to be used primarily as static displays, advertising a product or service, nor utilized as storage, shelter or distribution points for commercial products or services for the general public.
- Section 21.38.04.08** A sign that no longer advertises or identifies a use conducted on the property on which said sign is erected must have the sign covered or removed within 14 days after written notification from the Zoning Administrator.

Section 21.38.05

Signs Authorized and Not Requiring a Permit

- Section 21.38.05.01** Official notices, authorized by a court, public body or public safety official.
- Section 21.38.05.02** Directional, warning or information signs authorized by federal, state or municipal governments.
- Section 21.38.05.03** Memorial plaques, building identification signs and building cornerstones where cut or carved into a masonry surface or where made of noncombustible material and made an integral part of the building or structure.
- Section 21.38.05.04** The flag of a government or noncommercial institution, such as a school.
- Section 21.38.05.05** Religious symbols and seasonal decorations within the appropriate public holiday season.
- Section 21.38.05.06** Works of fine art displayed in conjunction with a commercial enterprise where the enterprise does not receive direct commercial gain.
- Section 21.38.05.07** Street address signs and combination nameplate and street address signs that contain no advertising copy and which do not exceed 6 sq. ft. in area.
- Section 21.38.05.08** The changing or maintenance or components of an approved existing sign that is designed for such changes, or the changing of copy, business names, lettering, sign faces, colors, display and/or graphic matter, or the content of any sign shall not be deemed a structural alteration.
- Section 21.38.05.09** Bulletin Boards that do not exceed 15 sq. ft. for churches, public and semi-public institutions and/or schools.
- Section 21.38.05.10** Temporary signs not exceeding 10 sq. ft. advertising a premises being for rent, for lease and/or for sale in any district. All such signs shall be removed within 14 days of the consummated lease or sale of the premises.
- Section 21.38.05.11** Accessory directional signs affixed to the building and not exceeding 2 sq. ft., such as but not necessarily limited to: Boiler Room, Entrance, Exit, Garage, Loading Dock, Low Clearance, Office, Service, Warehouse and the like.
- Section 21.38.05.12** Maximum of 2 accessory properties directional signs each not to exceed 2 sq. ft. identifying or directing to the following: Entrance, Exit, No Parking, Visitors Parking, Other Traffic Flow Directions, and similar Functional Signs.

- Section 21.38.05.13** Temporary advertising banners that are flexible (made of canvas, plastic composite etc.) meant to be attached to a fixed commercial building structure which is currently occupied. All banners may not exceed 32 sq. ft. and must be maintained in good condition while displayed.
- Section 21.38.05.14** Political signs shall be permitted in all zoning districts with the following 3 Regulations:
- Regulation 01:** Such signs shall follow the Accessory Signs restrictions as it relates each individual Zoning District.
- Regulation 02:** Such signs for election candidate or ballot propositions shall be displayed only for a period of 60 days preceding the election and shall be removed within 10 days after the election, provided that signs promoting successful candidates or ballot propositions in a primary election may remain displayed until not more than 10 days after the general election.
- Regulation 03:** Such signs shall not be placed in any public right-of-way or obstruct traffic visibility.

Section 21.38.06
Placement of Signs and Setbacks

- Section 21.38.06.01**
Signs in rights-of-way
No sign other than an official traffic sign shall be erected within any public right-of-way unless specifically authorized by other ordinances or regulations of this jurisdiction or by specific authorization of the code official.
- Section 21.38.06.02**
Sign and Setbacks
Signs in any zoning district must be placed at least 2 feet back from any right of way and any lot line.

Section 21.38.07
Off-Premises Directory Sign – Private

- Section 21.38.07.01**
Where a business use or tourist service facility is not located directly on a major tourist route but is dependent upon passerby traffic for support, one (1) off-premises directory sign located on a county maintained road may be permitted in business or non-business districts, on each road or link or segment of road that affords access to the use but entails a major change in the direction of travel.

Off-premises Directory signs shall not exceed an area of 15 sq. ft. Community directional signs serving more than one (1) use may be permitted to a maximum size of 32 sq. ft.

Section 21.38.08
Approval Authority

- Section 21.38.08.01**
The Zoning Administrator shall review and act upon site plans except where a Special Use Permit is required. Site Plans for a Special Use Permit shall be forwarded by the Zoning Administrator to the Planning Commission for review and action. In addition, at the request of the Zoning Administrator or Planning Commission, a site plan for a Principal Permitted Use may be submitted for Planning Commission review before final action by the Zoning Administrator. The Zoning Administrator and Planning Commission have the authority to approve, deny or grant conditional approval for any site plan submitted under the provisions of this ordinance. The Zoning Administrator may hold or the Planning Commission may table a site plan, pending further information or addition, reasonably needed to complete a site plan or comply with requirements of this Ordinance.

Section 21.38
Signs and Billboards

Current Language
Proposed Language

Proposed Language

Intent:

The sign standards contained in this Ordinance are declared to be necessary to protect the general health, safety, and welfare of the citizens of Otsego County.

It is the intent of this regulation to insure a degree of standardization in signage throughout the county, to insure the safety of pedestrians and motorists who must drive or otherwise negotiate installed signage and motorists who depend on the visibility of a sign's message to safely arrive at an intended destination. Standardization will preserve the aesthetics, appearance and functionality of all installed signage.

Any publicly displayed sign, symbol or notice on premises to indicate the name of the occupant, to advertise the business there transacted, or directing to some other locale, shall be regulated as follows, and shall require permits in accordance with the terms of the County Building Code:

Sign plans shall be reviewed for approval, conditional approval or rejection by the Zoning Administrator. For disagreements with the rulings of the Zoning Administrator, the applicant may appeal to the Zoning Board of Appeals, who in such instances has final authority on the sign plan.

The standards in this Article are determined to be the minimum necessary to achieve the above stated purposes. Compliance with this Section does not relieve the applicant from the responsibility of compliance with other local, state or federal sign regulations, nor does the issuance of a Sign Permit grant permission to the applicant to place signs on any property, including road rights-of-way, other than property owned or otherwise legally under the control of the applicant. The issuance of a Sign Permit only assures the applicant that the sign meets the requirements of the County Zoning Ordinance.

Current Language

SECTION 21.38 SIGNS AND BILLBOARDS

Any publicly displayed sign, symbol or notice on premises to indicate the name of the occupant, to advertise the business there transacted, or directing to some other locale, shall be regulated as follows, and shall require permits in accordance with the terms of the County Building Code:

21.38.1 Signs Permitted

21.38.1.1 Name Plates in All Districts Residential, business or industrial name plates which are not illuminated and do not exceed a total area of two (2) square feet, may be permitted in any district, and may be permitted in addition to any other legal sign.

21.38.1.2 Accessory Signs in R1, R2, R3, RR, FR and AR Districts One (1) sign not to exceed fifteen (15) square feet may be permitted for uses other than dwelling units, in R1, R2, R3, and RR Districts. In the FR and AR Districts, one (1) sign not to exceed thirty-two (32) square feet in area and measuring not more than four (4) feet by eight (8) feet shall be permitted.

Proposed Language

Section 21.38.01

Signs Authorized and Requiring a Permit

All applications for a Sign Permit shall first be submitted to the Zoning Administrator. Before any permit is granted for the erection of a sign or sign structure requiring such permit, construction documents shall be filed with the Zoning Administrator showing the dimensions, materials and required details of construction, including loads, stresses, anchorage and any other pertinent data. The permit application shall be accompanied by the written consent of the owner or lessee of the premises upon which the sign is to be erected and by engineering calculations signed by a registered design professional. The Zoning Administrator may issue such permits when all applicable provisions of this Ordinance have been met.

Section 21.38.01.01
Accessory Signs

Section 21.38.01.01.01

Districts: R1, R2, R3, RR

Number Allowed: 1
Maximum Height: 8 ft.
Measured: From the average grade at the base of the sign to the top of the sign support.
Maximum Size: 15 sq. ft.

Section 21.38.01.01.02

Districts: AR, FR

Number Allowed: 1
Maximum Height: 8 ft.
Measured: From the average grade at the base of the sign to the top of the sign support.
Maximum Size: 32 sq. ft.

Current Language

21.38.1.3 Accessory Signs in B, HX and I Districts

- A. Signs for Single Business: A single business on one (1) lot or combination of lots in the B1, B2, B3, I and/or HX District may install accessory signs in accordance with the following regulations:**
1. Accessory Signs in B1, B2, B3, HX and/or I Districts may be permitted at the rate of two (2) per use, except that at least one (1) sign shall be affixed to or be within two (2) feet of and be parallel with the wall of the main building. One (1) sign may be a freestanding or pylon sign.
 2. Signs mounted on and parallel with the wall of the main building shall not exceed a total area of two and one half (2½) feet times the length of the mounting wall.
 3. Freestanding signs intended for local or passerby traffic shall not exceed a height of twelve (12) feet measured from the average grade at the base of the sign to the top of the sign. No freestanding sign shall exceed an area of thirty-two (32) square feet, and no such sign shall be longer than three (3) times its width.
 4. Pylon signs, designed and intended to attract traffic from a major expressway or highway, are approved but shall not exceed a height of thirty-five (35) feet and must be constructed and mounted by approval methods set forth in the State Construction Code provided they meet the Airport Zoning Ordinance standards.
- B Signs for Shopping Centers, Shopping Centers, Commercial Developments or two (2) or more stores, offices, research or manufacturing facilities, or retail developments with multiple stores or Commercial PUDs or retail stores with an area over one hundred thousand (100,000) square feet or other Commercial Developments requiring Special Use Approval which have common off street Parking and/or entrance, may install accessory signs in accordance with the following regulations:**
1. Signs which direct traffic movement within a property, and which do not exceed four (4) square feet in area for each sign are permitted.
 2. One (1) free-standing identification sign for each street that the development faces.

- a. The free standing sign shall state only the name of the Shopping Center or multiple use development and Tenants located therein.
 - b. No freestanding sign face shall exceed an area of one hundred (100) square feet.
 - c. Freestanding signs shall not exceed a height of twenty five (25) feet measured from the average grade at the base of the sign to the top of the sign face. The structure supporting the sign shall not exceed a height of thirty (30) feet measured from the average grade at the base of the structure. The height shall not exceed three (3) times the width.
 - d. Tenants of the shopping center or the owner of outlots included within the development plan or PUD shall not be permitted individual free standing signs, except gas stations as noted below.
3. Businesses within the development or PUD shall be permitted exterior wall signs; the total area of the exterior wall signs shall not exceed twenty percent (20%) of the area of the largest wall.
 4. All businesses may display window signs in ground level windows in addition to any wall signs. Window signs shall not cover more than twenty percent (20%) of the total window area.
 5. An automobile service station located on an outlot or on an individual lot within the development or PUD may have one (1) free standing sign in addition to the free standing sign utilized for the development. The free standing sign shall be for the purpose of advertising gasoline prices and other services provided on the premises. The service station sign shall comply with the regulations for a single business on its own lot as noted in Section 21.38.1.3(A) above.

Proposed Language

Section 21.38.01.01.03

Districts: B1, B2, B3, HX, I

Number Allowed: Two (2) with the following four (4) regulations:

- | | |
|------------------------|---|
| Regulation 01: | One (1) sign shall be affixed to or be within 2 feet of and be parallel with the wall of the main building. |
| Maximum Size: | Signs mounted on and parallel with the wall of the main building shall not exceed a total surface area of 15% of the mounting wall. If a premise contains walls facing more than one property line or encompasses property frontage bounded by more than one street or other property usages, the sign area(s) for each building wall or property frontage will be computed separately for each building wall or property line facing a different frontage. The sign area(s) thus calculated shall be permitted to then be applied to permitted signs placed on each separate wall or property line frontage. |
| Regulation 02: | One (1) Sign may be a freestanding sign. |
| Maximum Height: | 12 ft. |
| Maximum Size: | 56 sq. ft. and length shall not be longer than three (3) times its width. |
| Regulation 03: | One (1) Sign may be a pylon sign. |
| Maximum Height: | 35 ft. |
| Maximum Size: | Sign Specifications must be prepared by a design professional and must comply with any Airport Zoning Ordinance and the Tall Structures Act. Pylon Signs approved and installed before the date of this ordinance change shall be allowed provided they exhibit structural integrity, are safe and well maintained. |
| Regulation 04: | All businesses may display window signs in ground level windows in addition to any wall signs. Window signs shall not cover more than 20% of the total window area. Where multiple windows are installed, signage may not be aggregated to cover any window 100% restricting all visibility from the interior and exterior. Signage may cover no more than 50% of the window on the horizontal and vertical dimension. Total coverage for multiple window panels will not change. |

Section 21.38.01.01.04

Signs for shopping centers or other commercial developments with Two (2) or more units developed as offices, office service units, research facilities, manufacturing facilities, retail spaces with multiple stores, commercial PUD's, large retail stores with a building area over 100,000 sq. ft. or other commercial developments requiring Special Use Approval and which have a common off street parking and a common entrance or entrances may install accessory signs in accordance with the following six (6) regulations:

- Regulation 01:** Signs which direct traffic movement within a property and which do not exceed 4 sq. ft. in area for each sign are permitted.
- Regulation 02:** One (1) free-standing identification sign for each street that the development faces.
- a. The freestanding sign shall state only the name of the shopping center or multiple use development and tenants located therein.
- b. No freestanding sign face shall exceed an area of 100 sq. ft.
- c. Freestanding signs shall not exceed a height of 30 feet measured from the average grade at the base of the sign to the top of the horizontal sign frame supporting the sign face.
- d. Tenants of the shopping center or the owner of outlets included with the development plan or PUD shall not be permitted individual freestanding signs, except gas stations as noted below:
- Regulation 03:** Businesses within the development or PUD shall be permitted exterior wall signs; the total area of the exterior wall signs shall not exceed 20% of the area of the signage wall.
- Regulation 04:** All businesses may display window signs in ground level windows in addition to any wall signs. Window signs shall not cover more than 20% of the total window area. Where multiple windows are installed, signage may not be aggregated to cover any window 100% restricting all visibility from the interior and exterior. Signage may cover no more than 50% of the window on the horizontal or vertical dimension.
- Regulation 05:** An automobile service station located on an outlet or an individual lot within the development or PUD may have 1 freestanding sign in addition to the freestanding sign utilized for the development. The freestanding sign shall be for the purpose of advertising gasoline prices and other services provided on the premises. The service station sign shall comply with the regulations for a single business on its own lot as noted in Section 21.38.01.03 above.
- Regulation 06:** Signs proposed for installation along MDOT regulated highways designed to advertise a specific business location must be permitted in accordance with current MDOT Regulation 225. A specific time requirement for the developed site is required and is usually 2 years. A business sign is a sign designed to advertise a particular business location rather than being used for general outdoor advertising not necessarily specific to a particular business. Billboards or signage also referred to as outdoor advertising or outdoor highway advertising are permitted and controlled by MDOT under sections of MDOT Regulation 225. A valid permit and sign approval is required prior to construction of a billboard designed for general outdoor advertising

Current Language

Section 21.38.02
Non-Accessory Signs and Billboards

Section 21.38.02.01

Billboards, poster boards and non-accessory signs may be permitted in B2, B3 and I Districts provided the area of the sign does not exceed an area of 200 sq. ft. in B2 and B3 Districts and 300 sq. ft. in I Districts. A non-accessory sign or billboard shall not measure longer than 3 times its width.

Signs that come under the jurisdiction of P.A. 106 of 1972 are under the jurisdiction of the Township, if the Township has adopted a sign ordinance.

Current Language

Section 21.38.03

Sign Lighting (also see Section 21.19 Lighting Outdoor)

Signs internally illuminated or with a light emanating surface are allowed only in the RR, FR, AR, B1, B2, B3, I, HX, MUZ-Main Street and MUZ-Town Center Districts provided they meet the other requirements of this ordinance and are setback a minimum of ten (10) feet from all road right-of-ways and seventy-five (75) feet from any other property line.

Signs internally illuminated or if sign has a light emanating surface, all light sources and reflecting surfaces immediately adjacent to the light source shall be shielded from view. Sign luminance level, beginning one (1) hour after sunrise and continuing until one (1) hour before sunset, shall not be greater than three thousand (3,000) nits, nor greater than one hundred (100) nits at all other times.

Signs externally illuminated, the light on the proposed sign shall be mounted on the top of the sign, shall be directed downward onto the sign and shall be shielded so as to prevent rays of light from being directed into the sky or onto any portion of a street, road, highway or adjacent properties. Illumination shall be limited such that reflected luminance does not exceed one hundred (100) nits per square meter.

Proposed Language

Section 21.38.03

Sign Lighting (also see Section 21.19 Lighting Outdoor)

Section 21.38.03.01

Signs internally illuminated or with a light emanating surface are allowed only in the RR, FR, AR, B1, B2, B3, I, HX, MUZ-Main Street and MUZ-Town Center Districts provided they meet the other requirements of this ordinance and are set back a minimum of 10 feet from all road right-of-ways and 75 feet from any other property line.

Signs internally illuminated or if sign has a light emanating surface, all light sources and reflecting surfaces immediately adjacent to the light source shall be shielded from view. Sign luminance level, beginning 1 hour after sunrise and continuing until 1 hour before sunset, shall not exceed (10278 Lumens) (685W Incandescent light bulb) (114W Florescent/LED) per square meter, or does not exceed (342 Lumens) (25W Incandescent light bulb)(6.23W Florescent/LED) per square meter at all other times.

Signs that are externally illuminated shall have the light mounted on top of the sign, shall be directed downward onto the sign and shall be shielded so as to prevent rays of light from being directed such that reflected luminance does not exceed (342 Lumens) (25W Incandescent light bulb)(6.23W Florescent/LED) per square meter.

Current Language

21.38.2	Signs Prohibited
21.38.2.1	Signs containing flashing, intermittent or moving lights. (A sign with messages or images accomplished by instantaneous re-pixilation NOT more often than one (1) time in any sixty (60) seconds shall NOT be considered flashing, intermittent or moving and shall be ALLOWED.)
21.38.2.2	Signs with moving or revolving parts.
21.38.2.3	Signs affixed to trees, rocks, shrubs or similar natural features.
21.38.2.4	Signs insecurely fixed, unclear, in need of repair, or signs which imitate official traffic signals or traffic control signs or devices.
21.38.2.5	Signs utilizing vehicles, trucks, vans, or other wheeled devices, unless such signs are used for periods of less than seven (7) consecutive days in any ninety (90) day period, or unless such signs have been approved by the Planning

- Commission as meeting a special purpose, need and/or as being appropriate for the particular use.
- 21.38.2.6 Advertising devices such as banners, balloons, flags, pennants, pinwheels, searchlights or other devices with similar characteristics, except when used temporarily for periods not to exceed seven (7) days within any ninety (90) day period.
- 21.38.2.7 Signs which overhang or extend into a dedicated public right-of-way, without the written consent of the government unit having jurisdiction.

Proposed Language

Section 21.38.04
Signs Prohibited

- Section 21.38.04.01** No signs or sign structure shall be erected at the intersection of any street in such a manner as to obstruct free and clear vision, nor at any location where by its position, shape or color it may interfere with or obstruct the view of or be confused with any authorized traffic sign, signal or device.
- Section 21.38.04.02** No signs shall be attached to any utility pole, light standard, street tree or any other public facility located within the public right-of-way.
- Section 21.38.04.03** No signs which blink flash or are animated by lighting in any fashion that would cause such signs to have the appearance of traffic safety signs and lights, or municipal vehicle warnings from a distance.
- Section 21.38.04.04** No signs containing flashing intermittent or moving lights. (A sign with messages or images accomplished by instantaneous re-pixilation not more often than 1 time in 60 seconds shall not be considered flashing, intermittent or moving and shall be allowed.)
- Section 21.38.04.05** No signs with moving or revolving parts.
- Section 21.38.04.06** No signs attached to, or placed on, a vehicle or trailer parked on public or private property, except for signs meeting the following 3 Regulations:
- Regulation 01:** The primary purpose of such a vehicle or trailer is not the display of signs.
- Regulation 02:** The signs are magnetic, decals or painted upon an integral part of the vehicle or equipment as originally designed by the manufacturer, and does not break the silhouette of the vehicle.
- Regulation 03:** The vehicle or trailer is in operating condition, currently registered and licensed to operate on public streets where applicable, and actively used or available for use in the daily function of the business to which such signs relate.
- Section 21.38.04.07** Vehicles and trailers are not to be used primarily as static displays, advertising a product or service, nor utilized as storage, shelter or distribution points for commercial products or services for the general public.
- Section 21.38.04.08** A sign that no longer advertises or identifies a use conducted on the property on which said sign is erected must have the sign covered or removed within 14 days after written notification from the Zoning Administrator.

Current Language

21.38.3 Signs Not Requiring a Zoning Permit

- 21.38.3.1 Name Plates not to exceed two (2) square feet.
- 21.38.3.2 Existing signs may be changed or altered so long as none of the provisions of the Zoning Ordinance are violated.
- 21.38.3.3 Bulletin Boards that do not exceed fifteen (15) square feet for churches, public and semi-public institutions, and/or schools.
- 21.38.3.4 Signs that have been approved in conjunction with a valid zoning permit for any principal use or use as detailed in a plot plan or site plan.

21.38.3.5	Street name signs and other signs established by state, county, or township units of government when necessary for giving proper directions or otherwise safeguarding the public in any district.
21.38.3.6	Non-advertising signs erected by any organization, person, firm, or corporation that are needed to warn the public of dangerous conditions and unusual hazards including: caving ground, drop-offs, high voltage, fire danger, explosives, severe visibility limits, etc., in any district.
21.38.3.7	Temporary signs not exceeding ten (10) square feet advertising a premises being for rent, for lease, and/or for sale in any district. All such signs shall be removed within fourteen (14) days of the consummated lease or sale of the premises.
21.38.3.8	Accessory signs on farms advertising stock, produce and other farm products produced on the premises, provided the area of sign does not exceed thirty-two (32) square feet.
21.38.3.9	Accessory directional signs each not to exceed two (2) square feet in area on buildings, such as but not necessarily limited to: entrance, exit, loading dock, low clearance, garage, office, warehouse, boiler room, service, and the like.
21.38.3.10	Up to two (2) accessory property directional signs each not to exceed two (2) square feet in area, identifying or directing to the following: entrance, exit, visitors parking, no parking, other traffic flow directions, and similar functional signs. It is intended that accessory property directional signs be included on the site plan for approval as to location and number by the Planning Commission.
21.38.4	Placement of Signs and Setbacks, Signs in any zoning district must be placed at least ten (10) feet back from any right-of-way or lot-line.
21.38.5	Off Premises Directory Sign – Private, Where a business use or tourist service facility is not located directly on a major tourist route, but is dependent upon passerby traffic for support, one (1) off the premises directory sign located on a County maintained road may be permitted in business or non-business districts, on each road or link or segment of road that affords access to the use, but entails a major change in the direction of travel. Off premises directory signs shall not exceed an area of fifteen (15) square feet. Community directional signs serving more than one (1) use may be permitted to a maximum size of thirty-two (32) square feet.
21.38.6	Sign Variances, In order to provide relief for reasons of practical difficulty and to allow greater flexibility in property and use signing, the Zoning Board of Appeals may, after a public hearing, permit signs that:
21.38.6.1	Exceed the maximum number of signs permitted when there is more than one (1) bordering street to serve the use.
21.38.6.2	Exceed the maximum sign area for reasons of unusual setback, cooperative sign use (joint use or community type advertising), large site area, and/or natural feature limitations to attaining reasonable signing of the use.
21.38.6.3	Revolve, provided it can be demonstrated that a stationary sign would not afford reasonable notice to the use.
21.38.6.4	Have intermittent lighting in order to construct a public service time and temperature sign in those instances where the applicant can demonstrate a need or show community desire for such a sign service.
21.38.6.5	Exceed the maximum height in those instances where a taller sign is necessary to overcome natural conditions (topography, vegetation, etc.). In granting sign variances, the Zoning Board of Appeals shall consider the impact of each sign on adjoining residential districts, scenic views, out of character skyline intrusions, and obstructions to signs or uses on adjoining properties. Also the purpose of the

sign and its applicability to uses that serve tourists or passerby motorists shall be considered in granting or denying a sign exception.

Proposed Language

Section 21.38.05

Signs Authorized and Not Requiring a Permit

Section 21.38.05.01	Official notices, authorized by a court, public body or public safety official.
Section 21.38.05.02	Directional, warning or information signs authorized by federal, state or municipal governments.
Section 21.38.05.03	Memorial plaques, building identification signs and building cornerstones where cut or carved into a masonry surface or where made of noncombustible material and made an integral part of the building or structure.
Section 21.38.05.04	The flag of a government or noncommercial institution, such as a school.
Section 21.38.05.05	Religious symbols and seasonal decorations within the appropriate public holiday season.
Section 21.38.05.06	Works of fine art displayed in conjunction with a commercial enterprise where the enterprise does not receive direct commercial gain.
Section 21.38.05.07	Street address signs and combination nameplate and street address signs that contain no advertising copy and which do not exceed 6 sq. ft. in area.
Section 21.38.05.08	The changing or maintenance or components of an approved existing sign that is designed for such changes, or the changing of copy, business names, lettering, sign faces, colors, display and/or graphic matter, or the content of any sign shall not be deemed a structural alteration.
Section 21.38.05.09	Bulletin Boards that do not exceed 15 sq. ft. for churches, public and semi-public institutions and/or schools.
Section 21.38.05.10	Temporary signs not exceeding 10 sq. ft. advertising a premises being for rent, for lease and/or for sale in any district. All such signs shall be removed within 14 days of the consummated lease or sale of the premises.
Section 21.38.05.11	Accessory directional signs affixed to the building and not exceeding 2 sq. ft., such as but not necessarily limited to: Boiler Room, Entrance, Exit, Garage, Loading Dock, Low Clearance, Office, Service, Warehouse and the like.
Section 21.38.05.12	Maximum of 2 accessory properties directional signs each not to exceed 2 sq. ft. identifying or directing to the following: Entrance, Exit, No Parking, Visitors Parking, Other Traffic Flow Directions, and similar Functional Signs.
Section 21.38.05.13	Temporary advertising banners that are flexible (made of canvas, plastic composite etc.) meant to be attached to a fixed commercial building structure which is currently occupied. All banners may not exceed 32 sq. ft. and must be maintained in good condition while displayed.
Section 21.38.05.14	Political signs shall be permitted in all zoning districts with the following 3 Regulations:
Regulation 01:	Such signs shall follow the Accessory Signs restrictions as it relates each individual Zoning District.
Regulation 02:	Such signs for election candidate or ballot propositions shall be displayed only for a period of 60 days preceding the election and shall be removed within 10 days after the election, provided that signs promoting successful candidates or ballot propositions in a primary election may remain displayed until not more than 10 days after the general election.
Regulation 03:	Such signs shall not be placed in any public right-of-way or obstruct traffic visibility.

Proposed Language

Section 21.38.06

Placement of Signs and Setbacks

Section 21.38.06.01
Signs in rights-of-way

No sign other than an official traffic sign shall be erected within any public right-of-way unless specifically authorized by other ordinances or regulations of this jurisdiction or by specific authorization of the code official.

Section 21.38.06.02

Sign and Setbacks

Signs in any zoning district must be placed at least 2 feet back from any right of way and any lot line.

Proposed Language

Section 21.38.07

Off-Premises Directory Sign – Private

Section 21.38.07.01

Where a business use or tourist service facility is not located directly on a major tourist route but is dependent upon passerby traffic for support, one (1) off-premises directory sign located on a county maintained road may be permitted in business or non-business districts, on each road or link or segment of road that affords access to the use but entails a major change in the direction of travel.

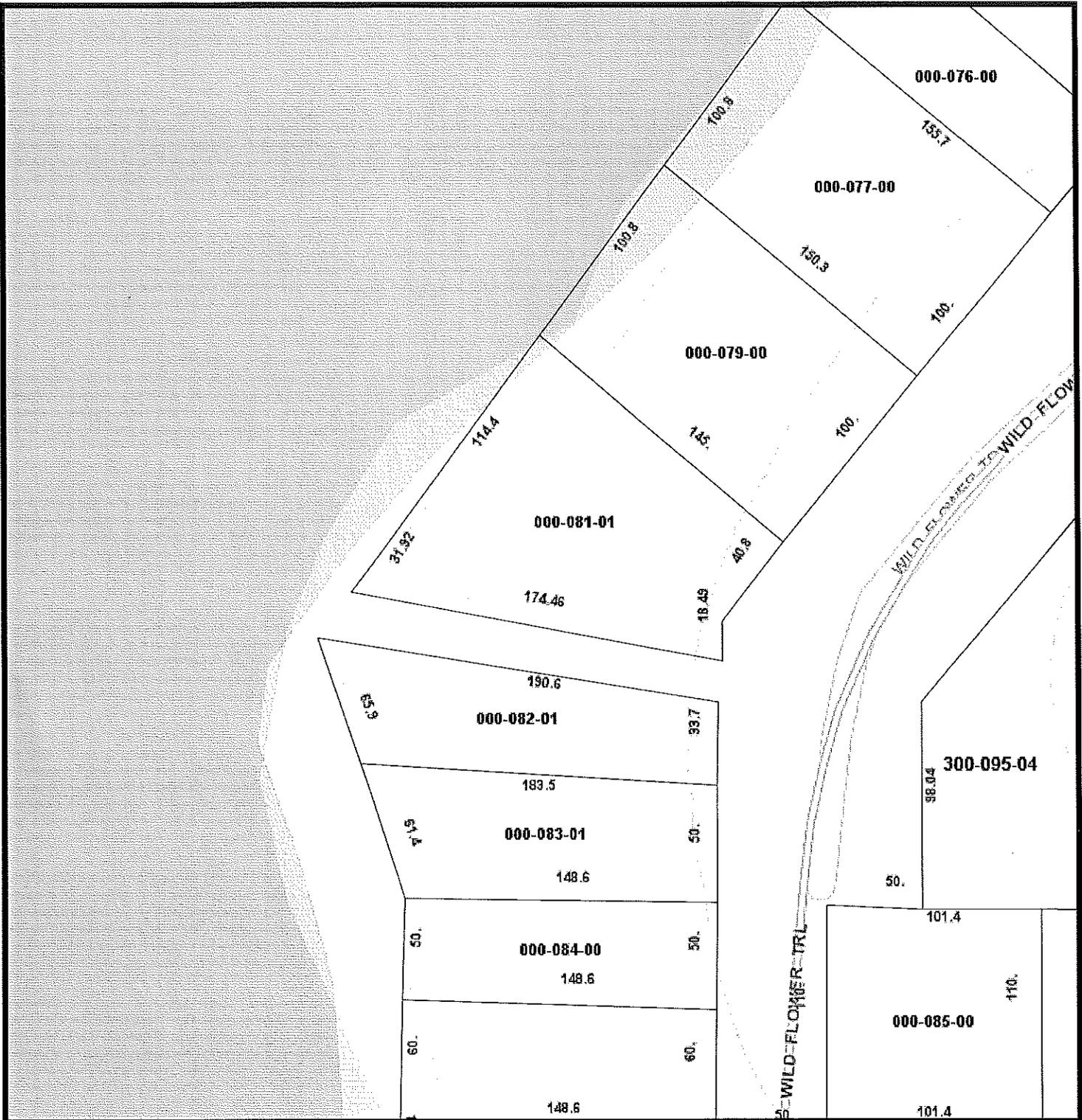
Off-premises Directory signs shall not exceed an area of 15 sq. ft. Community directional signs serving more than one (1) use may be permitted to a maximum size of 32 sq. ft.

Section 21.38.08

Approval Authority

Section 21.38.08.01

The Zoning Administrator shall review and act upon site plans except where a Special Use Permit is required. Site Plans for a Special Use Permit shall be forwarded by the Zoning Administrator to the Planning Commission for review and action. In addition, at the request of the Zoning Administrator or Planning Commission, a site plan for a Principal Permitted Use may be submitted for Planning Commission review before final action by the Zoning Administrator. The Zoning Administrator and Planning Commission have the authority to approve, deny or grant conditional approval for any site plan submitted under the provisions of this ordinance. The Zoning Administrator may hold or the Planning Commission may table a site plan, pending further information or addition, reasonably needed to complete a site plan or comply with requirements of this Ordinance.



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