



Otsego County Board of Commissioners

225 West Main Street • Gaylord, Michigan 49735

989-731-7520 • Fax 989-731-7529

NOTICE OF MEETING

The Otsego County Board of Commissioners will hold a special meeting on **Friday, March 20, 2020** beginning at 9:30 a.m., at the County Building at 225 W. Main Street, Room 100, Gaylord, Michigan 49735. *The purpose of this special meeting is to address the May 5, 2020 special election, to consider other committee recommendations as a result of the COVID-19 concerns, and to address items that would have been on the Tuesday, March 24, 2020 agenda.*

AGENDA

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Consent Agenda

- A. Regular Minutes of March 10, 2020 with attachments- Motion to Approve
- B. Animal Control Ordinance- Motion to Approve

Committee Reports

- A. Budget and Finance Committee
 - 1. Bid 2020-02 Community Center Gym Floor
 - 2. Bid 2020-03 Groen Nature Preserve Equipment Bid
 - 3. Fireworks Display Agreement
 - 4. Budget Amendment: Community Center Improvements
 - 5. COVID-19 Related Employee Policies and Procedures
 - 6. Accounts Payable Policy
 - 7. Board of Commissioner meeting schedule updates
 - 8. OCR 20-10 Cancelling the May 5, 2020 Special Election
 - 9. OCR 20-11 Otsego County Justice Complex Primary Election August 4, 2020

Administrator's Report

Department Head Report

Special Presentations

City Liaison, Township & Village Representatives

Correspondence

New Business

A. Financials

- 1. March 17, 2020 Warrant
- 2. March 24, 2020 Warrant

B. Other Business

Public Comment

Board Remarks, Announcements, and Informal Discussions

Adjournment

**OTSEGO COUNTY
Board of Commissioners**



EXECUTIVE SUMMARY

AGENDA ITEM: Regular Minutes of March 10, 2020	AGENDA DATE: March 20, 2020
AGENDA PLACEMENT: Consent Agenda, Item A.	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): Rachel Frisch, County Administrator	ATTORNEY REVIEW: No

BACKGROUND/DISCUSSION:

The County Board places its minutes of the former meeting on the current Consent Agenda. If there is a correction needed, the minutes will be removed from the Consent Agenda for discussion at a later time during the meeting.

RECOMMENDATION:

Staff requests approval of the Regular Minutes of March 10, 2020.

March 10, 2020

The regular meeting of the Otsego County Board of Commissioners was held in Room 100 of 225 West Main Street, 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 Randy Bishop.

Roll Call:

Present: Henry Mason, Duane Switalski, Rob Pallarito, Ken Glasser,
Doug Johnson, Ken Borton, Bruce Brown.

Excused: Julie Powers.

Absent: Paul Liss.

Consent Agenda:

Motion by Commissioner Doug Johnson, seconded by Commissioner Rob Pallarito, to approve the Regular minutes of February 28, 2020 with attachments. Ayes: Unanimous. Motion carried.

Motion by Commissioner Doug Johnson, seconded by Commissioner Rob Pallarito, to approve OCR 20-07 MERS Defined Benefit Adoption Agreement for Otsego County Library.

Roll Call Vote:

Ayes: Henry Mason, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton,
Bruce Brown.

Nays: None.

Excused: Julie Powers.

Absent: Paul Liss.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Doug Johnson, seconded by Commissioner Rob Pallarito, to approve OCR 20-08 MERS Defined Contribution Plan for Otsego County Library.

Roll Call Vote:

Ayes: Henry Mason, Duane Switalski, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton,
Bruce Brown.

Nays: None.

Excused: Julie Powers.

Absent: Paul Liss.

Motion carried/Resolution adopted. (see attached)

Special Presentations:

Randy Bishop addressed the Board regarding Second Amendment Sanctuary.

Discussion was held by the public regarding Second Amendment Sanctuary.

Motion by Commissioner Ken Glasser, second by Commissioner Rob Pallarito, to approve OCR 20-09 Declaring Otsego County to be a Second Amendment Sanctuary County. A motion to amend above motion by Commissioner Ken Glasser to correct the word "forearms" to "firearms" on the second page, second to last paragraph. Seconded by Commissioner Rob Pallarito. Vote on Amendment-Unanimous.

Roll Call Vote:

Ayes: Henry Mason, Rob Pallarito, Ken Glasser, Doug Johnson, Ken Borton, Bruce Brown.

Nays: Duane Switalski.

Excused: Julie Powers.

Absent: Paul Liss.

Motion carried/Resolution adopted as amended. (see attached)

Department Head Report:

Matt Barresi reported on Otsego County's Gaylord Regional Airport; 2019 completed 10 successful years of wings over Northern Michigan Airshow; received the 2019 Chamber of Commerce you made it happen award; 2019 Alpenfest honored industry; 17 County owned hangars; building a 60 x 80 hangar; 7 airport assisted Emergency Medical flights in the first 3 months of 2020; 5th year for the Veterans Coffee, welcomes between 60 and 80 attendees each month; Proposed aviation park to create tactile learning in young people and possibly STEM projects.

Committee Reports: None.

Administrator's Report:

Rachel Frisch reported Mel Maier organized a front porch forum that was held on 2-19-20 bringing together other finance directors, 10 in attendance, going to hold them quarterly; MAC Conference is April 15th-April 17th.

City Liaison, Township & Village Representative:

Commissioner Henry Mason reported on the City Council meeting, selected members for the Ad Hoc committee for marijuana establishments.

Correspondence: None.

New Business:

Motion by Commissioner Doug Johnson, seconded by Commissioner Rob Pallarito, to approve the March 3, 2020 Warrant in the amount of \$148,199.94 and two voided checks. Ayes: Unanimous. Motion carried.

Motion by Commissioner Rob Pallarito, seconded by Commissioner Duane Switalski, to approve the March 10, 2020 Warrant in the amount of \$447,849.36 and one voided check. Ayes: Unanimous. Motion carried.

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:

Commissioner Rob Pallarito toured the AIS Construction facility, partnered with the school to work on heavy equipment.

Commissioner Ken Glasser attended NEMSCA meeting, received the audit positive outcome; attended Bagley Township meeting, Mary Yager has been appointed Trustee and Celeste Szymanski has been appointed Treasurer; Ausable River Board meeting.

Commissioner Bruce Brown had no report.

Commissioner Duane Switalski attended the Health Department meeting, audit received good audit; Johannesburg fireworks will be on July 4th.

Commissioner Henry Mason discussed jail program ideas.

Commissioner Doug Johnson had no report.

Commissioner Ken Borton attended the NACO Conference, great conference; reminded everyone to vote today.

Meeting adjourned at 10:45 a.m.

Kenneth C. Borton, Chairman

Susan I. DeFeyter, Otsego County Clerk

OCR 20-07

Defined Benefit Plan Adoption Agreement



1184 Municipal Way Lansing, MI 48917 | 800.767.MERS(6377) | Fax 517.703.9711 | www.michiganmibers.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name Otsego Co Library Municipality #: 6902

If new to MERS, please provide your municipality's fiscal year: _____ through _____
Month Month

II. Effective Date:

Check one:

A. If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20__.

This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

- All prior service from date of hire.
- Prior service proportional to assets transferred; all service used for vesting
- Prior service and vesting service proportional to assets transferred
- No prior service but grant vesting credit
- No prior service or vesting credit

Link this new division to division number _____ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

B. If this is an **amendment** of an existing Adoption Agreement (Defined Benefit division number _____), the effective date shall be the first day of _____, 20__. *Please note:* You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C. If this is a **temporary benefit** that lasts 2-6 months, the effective dates of this temporary benefit are from ___/01/___ through ___/___/___ for Defined Benefit division number _____.
Last day of month
Please note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

D. If this is to **separate employees from an existing Defined Benefit division** (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20__.

E. If this is to **merge division(s)** ⁷⁰ _____ into division(s) ⁰⁷ _____, the effective date shall be the first of April, 2020.

Defined Benefit Plan Adoption Agreement

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

All Library Employees

(Name of Defined Benefit division - e.g. All Full Time Employees, or General after 7/01/13)

Only retirees will be in this division.

These employees are (check one or both):

- In a collective bargaining unit (attach cover page, retirement section, signature page)
- Subject to the same personnel policy

To receive one month of service credit (check one):

- An employee shall work 10 _____ hour days.
- An employee shall work _____ hours in a month.

All employees as classified under eligible employees, whether full or part time, who meet this criteria must be reported to MERS. If you change your current day of work definition to be more restrictive, the new definition only applies to employees hired after the effective date.

To further define eligibility, check all that apply:

- Probationary Periods are allowed in one-month increments, no longer than 12 months. During this introductory period, the Employer will not report or provide service time for this period, including retroactively. Service will begin after the probationary period has been satisfied.

The probationary period will be _____ month(s).

- Temporary employees in a position normally requiring less than a total of 12 whole months of work in the position may be excluded from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement.

The temporary exclusion period will be 12 month(s).

IV. Provisions

Valuation Date: _____, 20____

1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

- Our MERS representative presented and explained the valuation results to the

_____ on _____
(Board, Finance Cmte, etc.) (mm/dd/yyyy)

- As an authorized representative of this municipality, I _____
(Name)

_____ waive the right for a presentation of the results.
(Title)

Defined Benefit Plan Adoption Agreement

This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.

Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

2. Benefit Multiplier (1%-2.5%, increments of 0.05%) 2 % (max 80% for multipliers over 2.25%)

Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

If checked, select one below:

- Termination Final Average Compensation (calculated over the members entire wage history)
- Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

3. Final Average Compensation (Min 3 yr, increments of 1 yr) 5 years
4. Vesting (5 -10 yrs, increments of 1 yr) 10 years
5. Normal Retirement Age will be the later of: _____ (any age from 60-70), or the vesting provision selected above (#4).
6. Required employee contribution (Max 10%, increments of 0.01%) 0 %
7. Compensation for the Defined Benefit Plan means the salary or wages paid to an employee for personal services rendered while a member of MERS. Compensation and any applicable employee contributions must be reported to MERS on a monthly basis.

Employers shall define compensation using the following options (choose one):

- Compensation including all items as allowed in the MERS Plan Document (Section 14).
If anything varies, specify here:

Included: _____

Excluded: lump sum payments of accrued vacation and personal time

- Base wages only.
If any items should be included, specify here:

Included: _____

- Medicare taxable wages as reported on W2.
- Wages plus amounts otherwise not reported as gross compensation, such as elected amounts for Section 125(a) or 457(b) deferrals.

Defined Benefit Plan Adoption Agreement

8. Unreduced Early Retirement/Service Requirements:

<input type="checkbox"/> Age 50 – 54 _____ Service of either <input type="checkbox"/> 25 or <input type="checkbox"/> 30 years
<input type="checkbox"/> Age 55 – 65 _____ Service between 15 and 30 years _____
<input type="checkbox"/> Service only (must be any number from 20 – 30 years accrued service): _____
<input type="checkbox"/> Age + Service Points (total must be from 70 – 90): _____ points

9. Other

- Surviving Spouse will receive _____% of Straight Life benefit without a reduction to the employee's benefit
- Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)
- Deferred Retirement Option Program (DROP)
- Annuity Withdrawal Program (AWP)
 Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:
- Interest rate for employee contributions as determined by the Retirement Board, or
- MERS' assumed rate of return as of the date of the distribution.

10. Cost-of-Living Adjustment

<input type="checkbox"/> All current retirees as of effective date	<input type="checkbox"/> Future retirees who retire after effective date
<input type="checkbox"/> Retirees who retire between _____/01/____ and _____/01/____	
Increase of _____% or \$_____ per month	Increase of _____% or \$_____ per month
Select one: <input type="checkbox"/> Annual automatic increase <input type="checkbox"/> One-time increase	<input type="checkbox"/> Annual automatic increase
Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding	Select one: <input type="checkbox"/> Compounding <input type="checkbox"/> Non-compounding
Employees must be retired _____ months (6-12 months, increments of 1 month)	Employees must be retired _____ months (6-12 months, increments of 1 month)

- Check here if the existing COLA will be bridged for active participants as of the effective date selected on this form. Benefits accrued for service after the effective date will have no COLA increase applied.

Defined Benefit Plan Adoption Agreement

11. Service Credit Purchase Estimates are:

- Not permitted
 Permitted

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Benefit Plan Adoption Agreement, the provisions of the Plan Document control.

VI. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

Defined Benefit Plan Adoption Agreement

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Otsego County Library on
the 17th day of March, 2020.
(Name of Approving Employer)

Authorized signature: *Siiane R. Youngerdyke*
Title: President, Otsego County Library Board of Trustees

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

OCR 20-08

**Resolution Adopting the MERS
Defined Contribution Plan**



1184 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711
www.michiganmunicipal.com

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

WHEREAS, the participating entity desires to adopt the MERS Defined Contribution Plan for its designated employees;

WHEREAS, the participating entity has furnished MERS with required data regarding each eligible employee and retiree;

WHEREAS, as a condition of MERS membership, and pursuant to the MERS Retirement Board's power as plan administrator and trustee under Plan Document Section 71 and MCL 38.1536, as each may be amended, it is appropriate and necessary to enter into a binding agreement providing for the administration of the Defined Contribution Plan, the reporting of wages, and the payment of the required contributions of a participating entity and withholding of employee contributions; now, therefore,

IT IS HEREBY RESOLVED:

On behalf of the participating entity, the governing body of

 Otsego County Library adopts the MERS Defined Contribution Plan in accordance with Plan Section 4 for its eligible employees as described in the MERS Defined Contribution Adoption Agreement, subject to the MERS Plan Document and as authorized by 1996 PA 220, as both may be amended;

I hereby certify that the above is a true copy of the Defined Contribution Resolution adopted at the official meeting held by the governing body of this municipality:

Dated: February 18, 2020

Diane YoungeDyke
(Signature of Authorized Official)

Printed name: Diane YoungeDyke, President, Library Board of Trustees
(Authorized Official - printed)

This Resolution shall have no legal effect under the MERS Plan Document until a certified copy of this adopting Resolution is filed with MERS, MERS determines that all necessary requirements under the Plan Document, the Adoption Agreement, and this Resolution have been met, and MERS certifies the Resolution below.

Received and Approved by the Municipal Employees' Retirement System of Michigan:

Dated: _____, 20____

(Signature of Authorized MERS Representative)

MERS Defined Contribution Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800-767-MERS (6377) | Fax 517-703-9711

www.mersofmichigan.com

The Employer, a participating municipality or court within the state of Michigan that has adopted MERS coverage, hereby establishes the following Defined Contribution Plan provided by MERS of Michigan, as authorized by 1996 PA 220 in accordance with the MERS Plan Document.

I. Employer Name Otsego County - Library Municipality #: 6902-02

II. Effective Date

Check one:

A. If this is the initial Adoption Agreement for this group, the effective date shall be the first day of March 1, 2020.

This municipality or division is new to MERS, so vesting credit prior to the initial MERS effective date by each eligible employee shall be credited as follows (choose one):

Vesting credit from date of hire No vesting credit

This division is for new hires, rehires, and transfers of current Defined Benefit* division # 07 & 70 and/or current Hybrid division # _____

Closing this division will change future Invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation. (The amount may be adjusted for any benefit modifications that may have taken place since then.)

Current active (defined benefit or hybrid) employees (select one of the following and see Plan Document, Section 64 for more information):

Will have a one-time opportunity to convert the value of their current defined benefit from the existing defined benefit or hybrid plan into the new Defined Contribution Plan as a lump sum, or continue accruing service in the Defined Benefit. (Complete MERS Defined Contribution Conversion Addendum.)

Will have a one-time opportunity to cease service accrual in the current plan and transfer to the new Defined Contribution plan for future service accrual, or continue accruing service in the Defined Benefit. The deadline for employees to make their election is: / /

Will be required to cease service accrual in Defined Benefit and will transfer to Defined Contribution for future service accrual.

Only division 07 is freezing to DC. Division 70 is not freezing to DC, only new hires of division 70 will go to DC.

**By completing the section above, the Employer acknowledges receiving Projection Study results and understands the municipality's obligation to continue funding the liability associated with the closed Defined Benefit division.*

B. If this is an amendment of an existing Adoption Agreement (existing division number _____), the effective date shall be the first day of _____, 20____.

Note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

MERS Defined Contribution Plan Adoption Agreement

- C. If this is to separate employees from an existing Defined Contribution division (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20____.
- D. If this is to merge division(s) _____ into division(s) _____, the effective date shall be the first of _____, 20____.

III. Eligible Employees

Only those Employees eligible for MERS membership may participate in the MERS Defined Contribution Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following groups of employees are eligible to participate:

All full-time status employees

(Name of Defined Contribution division – e.g. All Full Time Employees, or General After 7/01/13)

To further define eligibility, (check all that apply):

- Probationary periods are allowed in one-month increments, no longer than 12 months. During this introductory period the Employer will not report or make contributions for this period, including retroactively. Service will begin after the probationary period has been satisfied. The probationary period will be _____ month(s).
- Temporary employees in a position normally requiring less than a total of 12 whole months of work in the position may be excluded from membership. These employees must be notified in writing by the participating municipality that they are excluded from membership within 10 business days of date of hire or execution of this Agreement. The temporary exclusion period will be 12 month(s).

MERS Defined Contribution Plan Adoption Agreement

IV. Provisions

1. Vesting (check one):

- Immediate
- Cliff Vesting (fully vested after below number years of service)
 - 1 year 2 years 3 years 4 years 5 years
- Graded Vesting
 - _____ % after 1 year of service
 - _____ % after 2 years of service
 - 25 % after 3 years of service (min 25%)
 - 50 % after 4 years of service (min 50%)
 - 75 % after 5 years of service (min 75%)
 - 100 % after 6 years of service (min 100%)

Vesting will be credited using (check one):

- Elapsed time method – Employees will be credited with one vesting year for each 12 months of continuous employment from the date of hire.
- Hours reported method – Employees will be credited with one vesting year for each calendar year in which _____ hours are worked

In the event of disability or death, an employee's (or his/her beneficiary's) entire employer contribution account shall be 100% vested, to the extent that the balance of such account has not previously been forfeited.

Normal Retirement Age (presumed to be age 60 unless otherwise specified) 62

If an employee is still employed with the municipality at the age specified here, their entire employer contribution balance will become 100% vested regardless of years of service.

2. Contributions

- a. Will be remitted according to Employer's payroll withholding which represents the actual period amounts are withheld from employee paychecks, or within the month during which amounts are withheld (check one):
 - Weekly
 - BI-Weekly (every other week)
 - Semi-Monthly (twice each month)
 - Monthly
 - Other (must specify) _____
- b. Required Employee Contribution Structure to DC (subject to Internal Revenue Code 415(c) limitations). Select one:
 - Employees are required to contribute per payroll period, the percentage _____% OR flat dollar amount \$ _____
 - Employees are required to contribute within the following range for each payroll:
Percentage range from 0 % to 3 % OR
dollar amount range \$ _____ to \$ _____

Direct Required Employee Contributions pre-tax

MERS Defined Contribution Plan Adoption Agreement

c. **Employer Contributions**

Non-Matching Contributions

The Employer hereby elects to make contributions to the Program without regard to an employee's contribution to the Program. The Employer elects the following contribution formula (check one):

Annual Contributions: A one-time annual contribution of \$ _____ OR _____% of compensation per employee.

\$ _____ or 3-5 % of compensation per employee for each payroll period. (see

Matching Contributions **non-matching contribution addendum**)

The Participating Employer may make matching contributions and/or non-matching contributions into the Defined Contribution plan based on an employee's voluntary election as outlined in the *Matching Employer Contribution Addendum (MD-073)*.

- d. Post-tax voluntary employee contributions are allowable into a Defined Contribution account subject to Section 415(c) limitations of the Internal Revenue Code.

3. **Compensation**

Employers may designate the definition of compensation per division participating in Defined Contribution pursuant to section 49 of the MERS Plan Document (check one):

All Income subject to income tax reported in Box 1 of Form W-2, plus elective deferrals (Note: this definition aligns to MERS' 457 definition of compensation)

Medicare taxable wages reported in Box 5 of Form W-2

Base wages, to which any of the following may be included:

Longevity pay

Overtime pay

Shift differentials

Pay for periods of absence from work by reason of vacation, holiday, and sickness

Workers' compensation weekly benefits (if reported and are higher than regular earnings)

A member's pre-tax contributions to a plan established under Section 125 of the IRC

Transcript fees paid to a court reporter

A taxable car allowance

Short term or long term disability payments

Payments for achievement of established annual (or similar period) performance goals

Payment for attainment of educational degrees from accredited colleges, universities, or for acquisition of job-related certifications

Lump sum payments attributable to the member's personal service rendered during the FAC period

Other: _____

Other 2: _____

NOTE: For purposes of applying the Internal Revenue Code Section 415(c) limits on annual additions, compensation shall be defined as required under that law.

MERS Defined Contribution Plan Adoption Agreement

4. **Loans:** shall be permitted shall not be permitted
If Loans are elected, please complete and attach the *MERS Defined Contribution Loan Addendum*.
5. Rollovers from qualified plans are permitted and the plan will account separately for pre-tax and post-tax contributions and earnings thereon.

V. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Contribution Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Contribution Plan Adoption Agreement, the provisions of the Plan Document control.

VI. Modification of the terms of the Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

VII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. The Employer acknowledges that employee contributions (if any) and employer contributions must be submitted in accordance with the *MERS Reporting and Contribution Enforcement Policy*, the terms of which are incorporated herein by reference;
4. The Employer acknowledges that late or missed contributions will be required to be made up, including any applicable gains, pursuant to the Internal Revenue Code;
5. Should the Employer fail to make its required contribution(s) when due, MERS may implement any applicable interest charges and penalties pursuant to the *MERS Reporting and Contribution Enforcement Policy* and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. It is expressly agreed and understood as an integral and non-severable part of this Agreement that Section 43 of the Plan Document shall not apply to this Agreement and its administration or interpretation. In the event any alteration of the terms or conditions of this Agreement is made or occurs, under Section 43 or other plan provision or law, MERS and the Retirement Board, as sole trustee and fiduciary of the MERS plan and its trust reserves, and whose authority is non-delegable, shall have no obligation or duty to administer (or to have administered) the MERS Defined Contribution Plan, to authorize the transfer of any defined benefit assets to the MERS Defined Contribution Plan, or to continue administration by MERS or any third-party administrator of the MERS Defined Contribution Plan.

MERS Defined Contribution Plan Adoption Agreement

VIII. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by Otsego County Library on
the 18th day of February, 2020.
(Name of Approving Employer)

Authorized signature: *Miake R. Youngerdyke*
Title: President, Library Board of Trustees

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

MERS Defined Contribution Loan Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersmi.org

I. Loan Reference

This loan addendum is for the Full-Time Status employees of the
(Eligible Employees)
Otsego County Library which modifies the Defined Contribution Plan Adoption
(Employer)
Agreement effective 03/01/2020 (Adoption Date) with respect to current participants in MERS.
(MM/DD/YYYY)

The Employer offers the following retirement plans (e.g., 457, 401a, 403(b) plans, etc.) to its employees in addition to the MERS Defined Contribution Plan: 457 plan
 None

If the Employer has other plans listed above, the Employer agrees to coordinate the application of the maximum loan limits among the MERS Defined Contribution Benefit Plan and any other retirement plans which the Employer may sponsor. The Employer hereby acknowledges that MERS is not able to perform such coordination and accepts the delegation of this responsibility.

The Employer agrees to report to MERS within 1 month any of the following events relating to a participant with an outstanding loan: death, disability, unpaid leave of absence, military leave, change to a part-time position, termination of employment, or any other circumstances which the Employer has reason to believe will impact the repayment of the outstanding loan.

II. Loan Procedures

1. **Availability.** Any participant who is an active employee may apply to the Employer, or its designee, for a loan from the employee's account balance in the Plan. Loans will be available to all such participants on a uniform and nondiscriminatory basis upon submission of the required loan application forms. All loans are subject to the approval of the Employer and MERS, or its designee.
2. **Purpose.** A general purpose loan may be obtained for any purpose.
3. **Restrictions on Availability.** A participant may not have more than two (2) outstanding loan(s) at any one time.
4. **Frequency.** A participant may not apply for a loan any more frequently than once per a rolling 12-month period.
5. **Minimum Amount.** The minimum loan amount is One Thousand Dollars (\$1,000.00).

MERS Defined Contribution Loan Addendum

6. Maximum Amount

The maximum amount for all outstanding loans to the participant from the Plan and all other plans participated in is the lesser of:

- (a) Fifty Thousand Dollars (\$50,000.00), reduced by the highest outstanding balance of loans from all the plans in which the participant participates during the one (1) year period ending on the day before the date on which the loan is to be made; or
- (b) One-half (1/2) of the sum of the vested account balance, reduced by the participant's current outstanding balance of all loans from all plans of the participant for that participant, determined as of the loan application date.

The maximum amount will also be reduced by the amount of any existing loan balance (including accrued interest).

7. Domestic Relations Orders

No loans will be made during a period when MERS, or its designee, is determining whether a domestic relations order affecting the participant's accounts is an "eligible domestic relations order" as defined by the Eligible Domestic Relations Order Act, MGL 38.1701, *et seq.*

8. Interest Rate

- (a) The interest rate to be charged on a loan will be the prime interest rate (as reported by the Wall Street Journal or any successor thereto) plus two percent (2.00%) and is fixed for the life of the loan. The interest rate will be the established rate in effect on the date the loan application becomes effective and is approved by MERS.
- (b) Interest payments on the loans by participants are not deductible for tax purposes.

9. Term

- (a) The term of the loan must extend for at least one (1) year from the date of the loan but must not exceed five (5) years.
- (b) The term of the loan will end prior to the end of the applicable period and the outstanding balance (principal and accrued interest) will become immediately due and payable on the earlier of:
 - (1) in the case of a participant who becomes eligible for a plan distribution (other than an in-service distribution beginning at age 70½) which begins after the beginning date of the loan, the date such distribution begins;
 - (2) the date of distribution or separation of (1) the participant's accounts pursuant to an eligible domestic relations order, or (2) any portion of the accounts which causes the remaining portion of the accounts to be less than the security interest established at the time of inception of the loan;
 - (3) the date of termination of employment of the participant as provided in paragraph 15; or
 - (4) the date of a default on the loan as provided in paragraph 16.
- (c) The term of the loan shall not exceed a period which would cause the payment to be less than Five Dollars (\$5.00) per week.
- (d) Loans may not be refinanced for any reason.

MERS Defined Contribution Loan Addendum

10. Repayment

- (a) Each loan must be repaid in substantially equal installments, with payments not less frequently than each payroll period beginning as specified in loan document but no later than 30 days from receipt of payment.
- (b) The participant must authorize repayment of the principal and interest of each loan to be made by regular payroll deduction payments and reported to MERS according to reporting cycle selected in Adoption Agreement. If the scheduled repayment amount is greater than the participant's payroll, the participant must make payment in full for any remaining repayment amount not collected through payroll deduction by delivering to the Employer or its designee, a check or other negotiable instrument (not cash) payable to the Employer.
- (c) Repayments will be reallocated to the participant's account according to the investment election made by the participant, and in effect at the time the payment is processed to the participant's account.

11. Unpaid Leave of Absence

During the term of a loan, if a participant takes an approved leave of absence without pay, the participant may choose to suspend regular loan payments for up to one year during such unpaid leave of absence. Suspension of payments will not cause the term of the loan to be extended beyond its original term, and such suspended payments (and accrued interest) will become due and payable at the end of the original loan term in one lump sum payment. If a participant on a leave of absence without pay chooses to continue regular payments during such unpaid leave of absence, payments may be made by check or other negotiable instrument (not cash) made payable to the Employer and delivered to the Employer, or its designee.

12. Military Service

As permitted under Code Section 414(u), if a participant with an outstanding plan loan takes a leave of absence for a period of military service, such participant may elect to suspend regular loan payments during such period of military service, regardless of the duration of such service. Upon completion of such military service, the participant must resume making loan repayments in an amount which is not less than the original repayment amount, and in installments which are not less frequent than the frequency required under the terms of the original loan. The loan must be repaid in full (including interest that accrues during the period of military service at a rate not to exceed 6% compounded annually) by no later than the date of the original loan plus the period of military service. Any balance due and payable at the end of the adjusted loan term must be paid in one lump sum payment. Such lump sum payments may be made by check or other negotiable instrument (not cash) made payable to the Employer and delivered to the Employer, or its designee.

13. Prepayments

The participant may repay, without penalty, the entire outstanding principal balance of the loan and accrued interest to date of repayment. Prepayments should be made by check or other negotiable instrument (not cash) made payable to the Employer and delivered to the Employer or its designee, who shall report the payment to MERS.

MERS Defined Contribution Loan Addendum

14. Loan Processing Fees

Any loan processing fee charged by MERS will be paid by the participant. Following loan issuance, MERS will deduct an initial processing fee of One Hundred and Fifty Dollars (\$150.00) from the participant's remaining vested account balance. MERS reserves the right to charge an annual maintenance fee.

15. Termination of Employment

(a) The entire amount outstanding on the participant's loan will be due and payable on the date of the participant's termination of employment. The date a participant terminates employment is the date on which the participant quits, retires, is discharged, or dies. If the loan is not paid in full at termination, default will occur and paragraph 16 applies.

(b) No distributions to a participant (other than in-service withdrawals, as limited under paragraph 18(b)) will be made prior to repayment of all outstanding loans, including interest, costs, and expenses due thereon regardless of termination of employment. If there is a distributable event with respect to the participant, the accounts of the participant will be applied against any outstanding loans to the extent necessary to fully repay the same as provided in paragraph 17.

16. Defaults and Remedies

(a) The Plan, or its designee, may declare a default on a loan as of the last day of the quarter following the quarter in which either of the following occurs:

- (1) the participant fails to make a payment (other than due to an unpaid leave of absence as provided in Item 11 or military service as provided in Item 12 of these Loan Procedures); or
- (2) MERS, or its designee, in good faith deems the Benefit Program DC insecure with respect to the repayment of the loan and notifies the participant of this deemed insecurity.

(b) If a default occurs prior to a distributable event, the defaulted loan amount will be a taxable "deemed" distribution. When the participant is later eligible for a distribution, the amount distributed will be net of the loan balance, adjusted for interest. This "offset" at the time of distribution is not taxable.

(c) When a default occurs simultaneously with a distributable event, the defaulted loan balance will be treated as part of the actual taxable distribution.

(d) A participant will not be eligible to receive any subsequent loans if the participant has ever defaulted on a plan loan.

17. Source of Loan Funds

Any loan to a participant will be considered a separate asset of the trust fund segregated for the benefit of such participant. The loan proceeds will come from the fund or funds of the participant in which the vested accumulated balance is invested on a pro-rata basis.

MERS Defined Contribution Loan Addendum

18. Security

- (a) The participant must pledge his or her remaining vested account balance as the security interest for the loan, which will be reduced by the amount of loan plus any accrued interest should the loan be defaulted.
- (b) The unpaid portion of the loan is not available for the participant in-service withdrawals.
- (c) No loans will be permitted to a participant who has previously defaulted on a loan.

19. Loan Application and Processing

- (a) Loan applications may be made by completing the required forms obtained from the Employer or its designee, and submitting them to the Employer or its designee.
- (b) All loans will be subject to approval by the Employer or its designee. The Employer, or its designee, will designate the individual or individuals authorized to approve loans.
- (c) If a loan application is approved, the Employer, or its designee, will forward the approved application materials to MERS. The amount of the loan will be issued to the participant as soon as administratively feasible after the completed application is submitted to MERS and MERS determines that the participant is eligible for the requested loan.
- (d) If a loan application is denied, the Employer, or its designee, will notify the participant in writing.

III. Enforcement

In the event a filing under the IRS Employee Plans Compliance Resolution System becomes necessary with respect to a loan, the filing may, at MERS' discretion, be managed by MERS; however, the Employer shall be responsible for paying all costs and fees associated with such filing, including legal fees.

**MERS Defined Contribution
Matching Employer Contribution Addendum**



1134 Municipal Way Lansing, MI 48917 | 800.767.2308 | Fax 517.703.9711 | www.mersretirement.com

This is an Addendum to the Adoption Agreement completed by Otsego County Library
Name of Participating Employer

for Full-time status employees of 07
Employee Group Division Code

The Addendum modifies the Adoption Agreement by providing for employer matching contributions to the Program.

The Participating Employer will make matching contributions into the Defined Contribution Plan based on (CHECK ALL THAT APPLY):

- Each Employee's election to defer salary under the MERS 457 program (or any other qualified plan outside of MERS).
- Each Employee's one-time election of required employee contribution for MERS Defined Contribution.

The Participating Employer elects to make employer matching contributions as follows:

The Participating Employer shall make employer matching contributions based on the Employee election(s) indicated above using the following matching contribution formula (check and complete Percentage or Flat Dollar):

- Percentage:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute 100 % of the Employee contribution amount.
For example, if an Employer elects a 50% match, then for every \$10 the participant defers to the Program, the Employer will contribute \$5 to the Program.
- Flat Dollar:** For each payroll period in which Employee contributions described above are made, the Participating Employer will contribute \$_____ per payroll period.

Optional: The Participating Employer elects to establish a cap on its matching contributions, so that the match amount cannot exceed a certain amount. The Participating Employer elects the following cap on its matching contribution (check and complete one of the below):

- Flat Dollar Cap:** In no event will matching contributions made on behalf of an Employee exceed \$_____ per _____ (pay period / year / etc.)
- Cap Equal to Percentage of Total Compensation:** In no event will matching contributions made on behalf of an Employee exceed 3 % of the Employee's IRS Section 401(a)(17) includable compensation as defined by the Employers' Adoption Agreement (cannot exceed 100% of Employees' Income).

Employer contributes 0.3%, employer will match up to 3%

MERS Defined Contribution Plan Adoption Agreement

Employer Non-Matching Contributions

The Employer hereby elects to make contributions to the Program without regard to an employee's contribution to the Program. The Employer elects the following contribution formula:

3% of compensation per full-time status employee (except Library Director) for each payroll period;

5% of compensation for the Library Director for each payroll period.

Maureen R. Youngeddyke
Otsego County Library President
February 18, 2020

Minutes of a regular meeting of the Otsego County Board of Commissioners, held in Room 100 at the County Building, 225 W. Main St., Gaylord, Michigan on the 10th day of March, 2020 beginning at 9:30 a.m.

PRESENT:

ABSENT:

The following preamble and resolution was offered by Commissioner: _____.

RESOLUTION NO. OCR 20-09
AUTHORIZING RESOLUTION
OTSEGO COUNTY BOARD OF COMMISSIONERS
March 10, 2020

**DECLARING OTSEGO COUNTY TO BE A SECOND AMENDMENT
SANCTUARY COUNTY**

WHEREAS, Otsego County provides for the safety, preserves the health, promotes the prosperity and improves the morals, order, comfort and convenience of its county or its inhabitants; and,

WHEREAS, the Board of Commissioners has the duty and authority "to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law; and,

WHEREAS, the Second Amendment to the United States Constitution, adopted in 1791 as part of the Bill of Rights, protects the inalienable and individual right of the people to keep and bear arms; and

WHEREAS, the Supreme Court in the District of Columbia v. Heller, 554 U.S. 570 (2008), decision affirmed an individual's right to possess firearms, unconnected with service in a militia, for traditionally lawful purpose, such as self-defense within the home; and,

WHEREAS, the Supreme Court in McDonald v. Chicago, 561 U.S. 742 (2010), affirmed that the right of an individual to "keep and bear arms," as protected under the Second Amendment, is incorporated by the Due Process Clause of the Fourteenth Amendment against the States; and,

WHEREAS, the Supreme Court, in United States v. Miller, 307 U.S. 174 (1939), opined that firearms that are part of ordinary military equipment, or with use that could contribute to the common defense are protected by the **Second Amendment**; and,

WHEREAS, Article I, Section 6 of the Constitution of Michigan provides that "every person has a right to keep and bear arms for the defense of himself and the State" and,

WHEREAS, it is the desire of the Otsego County Board of Commissioners to declare its support of the Second Amendment to the United States Constitution and the Michigan Constitution protecting citizens inalienable and individual rights to keep and bear arms, and,

WHEREAS, the members of the Otsego County Board of Commissioners took an oath to support and defend the United States Constitution, the Constitution of the State of Michigan and the laws of the State of Michigan (insofar as they are constitutional); and,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Otsego, Michigan and people of Otsego County, Michigan to stand and defend their rights and liberties, which are guaranteed by the United States and Michigan Constitution, we hereby declare this Resolution as follows;

Second Amendment Preservation Resolution Designating Otsego County a **Second Amendment "Sanctuary County"**

BE IT FURTHER RESOLVED THAT THIS Board affirms its Support of the duly elected Sheriff of Otsego County, Michigan in the exercise of his sound discretion and affirms its resolve to support decisions by our Sheriff to not enforce and unconstitutionally firearms law against any citizen.

BE IT FURTHER RESOLVED that this Board will not authorize or appropriate government funds, resources, employees, agencies, contractors, buildings, detention centers, or officers for the purpose of enforcing laws that unconstitutionally infringes on the right of the people to keep and bear arms.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES: _____

NO: _____
ABSTAIN: _____

THE RESOLUTION WAS DECLARED ADOPTED.

Kenneth C. Borton, Chairman

Susan I. DeFeyter, County Clerk

STATE OF MICHIGAN)
§
COUNTY OF OTSEGO)

The undersigned, being the duly qualified and acting Clerk of the County of Otsego, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the Otsego County Board of Commissioners at its regular meeting held on the 10th day of March, 2020, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that the minutes of such meeting were kept and will be or have been made available as required thereby.

Susan I. DeFeyter, County Clerk

DATED: _____, 2020



March 20, 2020 Agenda

Agenda Questions

Questions concerning anything on the Board of Commissioners agenda can be directed in advance by calling Rachel Frisch at 989-731-7520 or via email at frisch@otsegocountymi.gov, or during the Board meeting.

**OTSEGO COUNTY
Board of Commissioners**



EXECUTIVE SUMMARY

AGENDA ITEM: Animal Control Ordinance	AGENDA DATE: March 20, 2020
AGENDA PLACEMENT: Consent Agenda, Item B.	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): Rachel Frisch, County Administrator	ATTORNEY REVIEW: Yes

BACKGROUND/DISCUSSION:

This policy was reviewed by the Otsego County Animal Control Department, County Administration and the Village of Vanderbilt. The proposed modifications are to accommodate the Village's request to have the Otsego County Animal Control Department provide services to the Village of Vanderbilt.

RECOMMENDATION:

Staff requests approval of the proposed changes to the Animal Control Ordinance which allows for service to be provided to the Village of Vanderbilt.

ANIMAL CONTROL ORDINANCE

County of Otsego
State of Michigan

An ordinance relating to and providing for Animal Control, an Animal Control Officer, and Animal Shelter and providing penalties for violation of this ordinance.

THE PEOPLE OF THE
COUNTY OF OTSEGO,
STATE OF MICHIGAN,
DO ORDAIN

ARTICLE I
Purpose

The Board of Commissioners of the County of Otsego, in the interest of protecting the public health, safety, convenience and welfare and to provide for the orderly and uniform administration of log licensing provisions of state law, Public Act 339 of 1919 as amended, MCL 287.261-287.290, and to create the position of Animal Control Officer and define his/her duties, authority and responsibilities, and to regulate and control the conduct, keeping and care of dogs and certain other animals, livestock and poultry, hereby adopts the following ordinance.

ARTICLE II
General Provisions

- (a) Short Title: This ordinance may be known as and may be cited and referred to as the "Animal Control Ordinance."
- (b) Limitations: This Ordinance shall apply uniformly throughout Otsego County except to any City, Village, or Township which adopts its own Animal Control Ordinance.
- (c) Authority: Public Act 339 of the Public Acts of 1919 of the State of Michigan, as amended, MCL 298.261-287.290.
- (d) Penalties: Any person violating any portion of this Ordinance shall be guilty of a misdemeanor punishable by a fine of not less than \$10.00 nor more than \$500.00, or by up to three (3) months jail, or both.
- (e) Agents: Whenever a power is granted to, or a duty is imposed upon the Board of Commissioners, the power may be exercised, or duty performed by an agent authorized by the Board of Commissioners to exercise such power, or to perform such duty, unless this ordinance expressly provided otherwise.
- (f) Severability: If any part of this Ordinance is held invalid it shall not alter other parts of this Ordinance.

ARTICLE III
Definitions

For the purpose of this ordinance, the following terms shall have the following meanings:

- (a) Animal: Any dog, cat, livestock, poultry and shall include birds, fish, wild mammals and reptiles.
- (b) Animal Control Officer: Any agent of the Board of Commissioners designated to enforce this Ordinance or State Acts pertaining to dogs or other animals.
- (c) Animal Shelter: An animal kenneling facility used by Otsego County to house stray or unwanted animals.
- (d) At large: An animal off the premises of the owner and not under reasonable control.
- (e) Board: the Otsego County Board of Commissioners.
- (f) Companion Animal: Any pet or domestic animal (i.e. dog or cat).
- (g) Department: The Animal Control Department.
- (h) Euthanasia: Putting an animal to death in a humane manner.
- (i) Harbor: Providing shelter and/or food other than a periodic or temporary situation.
- (j) Kennel: Any establishment which keeps or boards animals for profit whether for breeding, sale, storage or sporting purposes.
- (k) Livestock: Farm animals used for human food and fiber or animals used for service to humans. Does not mean human companion animals such as dogs or cats.
- (l) Owners: A person, partnership or corporation owning, keeping or harboring animals.
- (m) Poultry: Any domestic fowl, ornamental or game bird.
- (n) Reasonable Control: Having an animal on a suitable leash or under the oral control of the owner or confined in an automobile, cage or pen.
- (o) To keep: Provide shelter and/or food for any animal for any period of time in excess of twelve (12) hours to be in charge of control of an animal under any written or verbal agreement with the owner thereof.
- (p) Vicious Animals: An animal that has,
 - (1) demonstrated propensity to attack without provocation to cause injury or otherwise threaten the safety of humans or domestic animals.

- (2) without provocation attacks and by action indicates it will bite any person or domestic animal.
- (3) chased or approached a person in a menacing fashion causing a reasonable person to fear for his/her safety.

ARTICLE IV
ANIMAL CONTROL OFFICER
Authority and Responsibilities

Section 1: The Board, or the County Administrator, if applicable, shall select an Animal control Officer who shall direct the Animal control Department, Deputy Animal Control Officers and other individuals working at the Animal Shelter in accordance with the County's budgetary and personnel policies. Animal Control Officers must be accredited by the Michigan Department of Agriculture.

Section 2: The Animal Control Officer, his deputies, and any police officer shall enforce the provisions of this ordinance and applicable State Acts including but not limited to issuance of tickets, citation or summonses to persons in violation of this Ordinance or State Acts and may make a complaint in regard to such violations to the District Court.

Section 3: The Animal Control Officer and Deputies, when enforcing this ordinance, shall bear satisfactory identification reflecting the authority under which they act.

Section 4: The Animal Control Officer and Deputies are authorized, consistent with constitutional limitations, to inspect public and private premises to determine compliance with this Ordinance and state animal control laws including, but not limited to, the harboring, keeping, possessing, or licensing of animals. The authority to inspect shall include the authority to obtain a search warrant to compel entry for inspection.

ARTICLE V
Duties of Animal Control
Officers and Deputies

Section 1: The Animal Control Officer and Deputies shall promptly seize and place in the Animal Shelter all dogs or other animals, livestock or poultry found running at large or being kept or harbored any place with the County contrary to the provisions of the Ordinance or State Acts.

Section 2: The Animal Control Officer and Deputies shall assure that all companion animals deemed unsuitable for adoption are destroyed in a humane manner after being impounded for a period of not less than five (5) days and the remains shall be disposed of as defined by the Board or State Acts.

Section 3: The Animal Control Officer or Deputies shall promptly investigate all animal bite complaints involving humans and shall search out and attempt to discover the animal involved and shall to decide whether to impound or quarantine for examination for disease in accordance with provisions of this Ordinance and/or State Acts. He/she shall also be obligated to seize and impound any rabies suspect animal.

Section 4: The Animal Control Officer or Deputies shall attempt to identify and locate all unlicensed dogs, to list such dogs and deliver such list to the Prosecuting Attorney for necessary proceedings as provided by this Ordinance and/or State Acts.

Section 5: The Animal Control Officer and Deputies shall investigate all cases of suspected animal cruelty.

Section 6: The Animal Control Officer and Deputies shall have the authority to inspect any kennel within Otsego County to ensure compliance with this Ordinance and state animal control laws; may suspend a kennel license and operations, upon probable cause to believe the kennel lacks adequate care, as defined by state law, MCL 750.50, as to any animal, such suspension to be lifted only upon clear proof that the condition leading to the lack of adequate care has been fully corrected; and shall revoke a kennel license upon court order.

Section 7: The Animal Control Officer and Deputies shall have the authority to investigate all incidents where an animal is alleged to be dangerous to persons, animals, or property; shall have the authority to seize and impound, pending a show cause hearing before the District Court, any allegedly dangerous animal upon probable cause to believe the animal is and will continue to be a danger to persons or other animals; and shall have the authority to confine and quarantine for ten (10) days any animal which has bitten a person or another animal.

Section 8: The Animal Control Officer and Deputies shall have the obligation to properly account for all fees and monies collected and shall deposit same with the County Treasurer as directed.

Section 9: The Animal Control Officer and Deputies shall have such other duties relating to enforcement of this ordinance and State Acts as the Board may provide from time to time.

ARTICLE VI Licensing – Vaccination

Section 1: It shall be unlawful for any person to own any dog ~~six (6) months~~ **four (4) months** or older unless the dog is licensed or to own any dog ~~six (6) months~~ **four (4) months** or older that does not, at all times, wear a collar with a tag approved by the Director of the Michigan Department of Agriculture attached except when engaged in lawful hunting or training accompanied by the owner.

Section 2: An application for a license shall indicate the dog's breed, sex, age, color and address of its owner.

Section 3: The owner of the dog must prove that the animal has been inoculated against rabies and no license shall be issued unless applicant can provide a certificate signed by a veterinarian showing compliance with this provision.

Section 4:

The Board, by resolution, shall establish license fees for dogs and determine additional payment for failure to comply with provisions of this section. The Board shall consider that:

- (a) All dogs ~~six (6) months~~ **four (4) months** or older, on or before March 1 and each March 1 thereafter must have a license.

- (b) The owner shall have thirty (30) days after securing a dog to obtain a license without penalty.
- (c) All dogs secured from the shelter must be properly licensed.

Section 5: Fee for leader dogs or dogs trained to assist the handicapped are waived but owner must assure that rabies shot has been secured for the dog as provided in Section 3 of Article VI.

Section 6: Current licenses issued by other Michigan Counties and any other governmental agencies shall be honored by Otsego County until the following March 1.

Section 7: No dog shall be exempt from the rabies vaccine requirement unless a registered and practicing veterinarian of the State of Michigan certifies, in writing, that such vaccine would be detrimental to the health of the dog.

Section 8: No license or license tag issued for one dog shall be transferable to another. However, if the ownership or possession of a dog is permanently transferred from one person to another within this County, the license of the dog remains valid. It is the responsibility of the new owner to notify the Animal Control Officer or a Deputy.

Section 9: A lost dog license shall be replaced by the County upon application to the Animal Control Officer or Deputy. Cost of the replacement to be determined by the Board.

ARTICLE VII Confinement

Section 1: Any animal that bites a person shall be quarantined for ten (10) day at the Animal Shelter at the expense of the owner. The animal shall be securely confined and have no contact with other animals. At the discretion of the Director of Public Health, the animal may be quarantined on the premises of the owner or at a veterinary hospital.

Section 2: An animal not kept as a pet, including wild animals, which bite a human or animal, shall, if located, be confined for the required ten (10) days at the Animal Shelter or other suitable location. Public Health policies shall prevail in all situations.

Section 3: Every dog and other animal shall at all times be confined on the premises of the owner except when the animal is under the reasonable control of the owner.

Section 4: All vicious animals shall be securely confined indoors or in an enclosed and locked pen or structure on the premises of the owner. The pen or structure must have minimum dimensions of five (5) feet by ten (10) feet and must have secure sides and a secure top attached to the sides. If the floor is not attached to the sides, the sides must be imbedded into the ground to a minimum of two (2) feet.

Section 5: Vicious animals, off the owners property, must be muzzled and retrained on a chain or leash not more than four (4) feet in length and under the control of a person physically capable of controlling the animal.

Section 6: The owner of a vicious animal shall display in a prominent place on the owner's premises a clearly visible warning sign indicating that there is a vicious animal on the premises. The sign must

be readable from the public highway or thoroughfare. The owner shall also display a sign with a symbol warning children of the presence of a vicious animal.

ARTICLE VIII Kennel License

Section 1: Any person who owns, keeps or operates a kennel may, in lieu of individual licenses required under this Ordinance and in accordance with State Acts, apply to the Animal Control Department for a kennel license entitling that person to own, keep or operate such kennel in accordance with applicable State Acts. All other provisions of this Ordinance shall apply.

Section 2: Any person who owns, keeps or operates a kennel within the boundaries of Otsego County shall, within thirty (30) calendar days prior to the start of such operation, or within thirty (30) days prior to the expiration date of a previously issued license, obtain a kennel license from the Animal Control Department which shall issue such license if the kennel is in compliance with Public Act 339 of 1919, as amended MCL 287.270, 287.271 and with applicable parts of this Ordinance.

Section 3: the fee for a kennel license shall be as determined by the Public Acts of the State of Michigan. Failure to apply within the prescribed time limits (see Section 2 above) will result in a doubling of the applicable fee.

Section 4: The Animal Control Officer or Deputies shall have the right to inspect any kennel in Otsego County. (see Section 6 of Article V)

ARTICLE IX Animal Shelter and Impoundment

Section 1: The Animal Control Officer and Deputies shall operate and maintain an adequate facility as a shelter to receive, care for and safely confine any animal in the Officer's custody under the provisions of this Ordinance. The shelter shall be accessible to the public during reasonable hours for the conduct of necessary business, especially concerning impounded animals.

Section 2: The Animal Control Officer and Deputies may impound and hold at the shelter any animal when it is subject to a violation of this Ordinance, when it requires protective custody and care due to mistreatment or neglect by its owner, when it is voluntarily donated by its owner or when otherwise ordered impounded by a court.

Section 3: Any companion animal that is impounded or brought to the Animal Shelter as a stray or running at large, will not become property of Otsego County until after a four (4) day stray hold period. The stray hold period shall begin at the time an Animal Control Officer takes physical custody of the dog or cat.

This hold time shall not apply to dogs or cats that are sick and/or injured to the extent that the hold period would cause undue suffering per a veterinarian.

Section 4: Immediately upon impounding an animal the Animal Control Officer or Deputies shall make a reasonable effort to notify or locate the owner. Dogs or cats with evidence of ownership (traceable identification) need to be held for (7) seven days from the date of mailing notice to the owner. Evidence

of ownership includes, but is not limited to a collar with a tag, tattoo and/or microchip. Any owner may redeem an animal by executing a sworn statement of ownership, furnishing a license and tag and paying any required fees or costs. Animal Control need not release to an owner, without a court order, any animal which is dangerous, subject to quarantine, which has not been given adequate care, or if there exists other circumstances which would endanger the welfare of the animal or the health, safety, or welfare of the public.

Section 5: upon impounding an animal, Animal Control shall record: the date, a description of the animal, license information, owner information, other pertinent data.

Section 6: Any companion animal (dog or cat) not redeemed by its owner, which is neither a potentially dangerous animal nor in a dangerous condition of health will be released for adoption pursuant to Otsego County's "no kill policy".

Section 7: A dog or cat released for adoption will be released subject to the following conditions: (a) The adoptive owner shall pay applicable fees and costs.

Section 8: The Animal Control Officer or Deputies may decline to release an animal for adoption if the prospective owner has been convicted of cruelty to animals within the previous ten (10) years, or has inadequate or inappropriate facilities for keeping or harboring the animal and providing proper care or there is the existence of other circumstances, which in the opinion of the Animal Control Officer or Deputy, would endanger the welfare of the animal or the health, safety or welfare of the public.

ARTICLE X Prohibitions and Regulated Conduct

Section 1: For the purpose of this Article the term "permit" shall include human conduct that is intentional, deliberate, careless or negligent regarding an owned animal. It is unlawful for any person to:

- (a) Permit any animal, except domesticated cats, to be at large or to stray beyond the property of the owner unless such animal is restrained by a leash or unless such animal is engaged in lawful hunting or hunting practice and is accompanied by a responsible person.
- (b) Permit any animal to trespass upon the property or to cause damage to property, real or personal, of another person.
- (c) Keep exotic, wild or otherwise dangerous animals unless specifically approved by the Animal Control Officer.
- (d) Engage in any activity prohibited by Public Act 381 of 1988, MCL 750.49 relating to animals owned, possessed, trained or used for fighting, baiting or target shooting.
- (e) Permit a dog in heat (estrus) to be accessible to a male dog not in the person's ownership except for intentional breeding purposes.
- (f) Permit any animal to cause unreasonable annoyance, alarm or noise disturbance at any time of the day or night, by repeated barking or other sounds which may be heard beyond the boundaries of the owner's property.
- (g) Permit an animal to be confined within or on a motor vehicle when conditions may endanger the health or well being of the animal, including, but not limited to dangerous temperature, lack of food, water or attention.
- (h) Abandon any animal.

- (i) Knowingly place food of any description containing poisonous or other injurious ingredients in any area likely to be reasonably accessible to any animals except rodents.
- (j) Physically mistreat any animal either by deliberate abuse or failure to furnish adequate care and shelter.
- (k) Permit any animal to leave the confines of any officially prescribed quarantine area.
- (l) Seize, molest or tease any animal while on the property of its owner or while held or led on a leash by its owner, or to decoy or entice any animal out of an enclosure or off the property of its owner.
- (m) Fail to comply with the requirements of this Ordinance and State Acts which apply to animal control.
- (n) Offer companion pets for adoption or sale on the property of any retail establishment. (Exception: Retail pet store or kennels).

Section 2: Otsego County reserves the right to limit the number of companion pets harbored in any one location, to insure the health, safety or welfare of the animal(s) or public.

ARTICLE XI

Regulations and Prohibitions ~~in certain Cities and Villages~~

Prohibitions, requirements and regulations set forth in this Article shall apply and be enforceable ~~within the jurisdiction of any city or village within Otsego County having a population in excess of 3,000 according to the most recent official census~~ uniformly throughout Otsego County, except to any Township which adopts its own Animal Control Ordinance

Section 1: The owner of a vicious animal must provide proof to the City or Village Clerk that the owner has procured public liability insurance of at least \$500,000 insuring the owner for any personal injury which may be caused by his or her vicious animal.

Section 2: Conditions for keeping.

- (a) No person shall own or keep any animal or be in control of any animal that defecates on land owned by another or public land unless such owner or person in control immediately removes the feces and either places it in a refuse disposal container or otherwise disposes of it at his own place of abode.
- (b) All refuse or other litter resulting from their keeping or housing shall be disposed of daily in such a manner as to prevent any nuisance or any unsanitary, odorous or offensive condition.

Section 3: No person shall allow any animal to be on or in any public park or any public or private school property except for organized and sanctioned events.

Section 4: Limitation on number of dogs/cats.

- (a) No person shall possess, harbor, shelter, keep or have custody of more than two (2) dogs that are three (3) months old or older on the same premises in any city or village except in commercial or licensed kennels, veterinary hospitals, **clinics**, pet shops or similar permitted uses in properly zoned districts or when such kennels, veterinary hospital, clinics, pet shops and similar uses validly exist as non-conforming uses pursuant to the applicable zoning ordinances.

- (b) No person shall own, possess, shelter, keep or harbor more than three (3) cats over six (6) months of age at any one time. The provisions of this section shall not apply to cats that are being kept by a veterinarian or in a veterinary hospital or by an established commercial pet shop.

Section 5: Farm Animals: No person shall keep or house any horse, cow, calf, mule, duck, geese, turkey, guinea hen, goat, sheep, chicken, rabbit or pig within any city or village.

Section 6: No person shall shelter, exhibit, market, harbor, raise, breed, maintain or have in his or her possession or under his or her control within any city or village, any dangerous or exotic animal.

(a) Definitions as used in this Section:

- (1) "Dangerous or exotic animals" means and includes any wild mammal, reptile or fowl which is not naturally tame or gentle, but is a wild nature or disposition, and which, because of its size, vicious nature or other characteristics, would constitute a danger to human life or property;
- (2) "Animal" means a live and vertebrate creature, fowl, or reptile;
- (3) "Exotic" means an animal which is foreign and generally not native by birth to the County of Otsego;
- (4) "Harbor" means to feed or shelter an animal;
- (5) "Wild" means an animal which generally lives in its original and natural state and is not normally domesticated;
- (6) "Market" means to buy, sell, or otherwise deal in a wild or exotic animal, either wholesale or retail.

(b) This Section does not apply to:

- (1) The keeping of such animals in a bona fide licensed veterinary hospital for treatment;
- (2) The keeping of such animals in a bona fide educational or medical institution, museum or other place where they are kept as live specimens for public view or for the purpose of instruction or study;
- (3) Any official police canine dog.

Section 7: Carcass Removal and Burial:

- (a) When any animal dies the owner in possession of it shall, within twelve (12) hours thereafter, cause the carcass to be removed beyond the city or village limits or bury the same so that the entire carcass shall be covered with earth not less than three (3) feet in depth above such carcass.
- (b) Unless authorized, no person shall bring the carcass of any dead animal into any city or village for disposal,

ARTICLE XII

Receipts and Disbursement of Funds

All fees and monies collected under the provisions of this Ordinance, but not those collected under state law, shall be transferred to the Animal Control Fund of Otsego County, Michigan in accordance with the standards and practices of the County Treasurer and the monies paid out in accordance with this Ordinance shall be drawn upon the Animal Control Fund of Otsego County, Michigan.

ARTICLE XIII

Treasurer's Record and Duties

Section 1: An annual report shall be made by the Animal Control Officer indicating the number of dogs licensed as compared with the previous year to assist in locating unlicensed dogs.

Section 2: ~~Every Township, Village or City Treasurer shall receive a sum to be determined from time to time~~ A Township may sell Otsego County dog licenses thru the Township (at tax time) and retain \$1.00 per license for each dog license sold between December 1 and the last day of February. The remaining monies will be submitted to the Otsego County Treasurer to be receipted into the Animal Control Fund.

Section 3: The fees and expenses as established by this Ordinance may be changed from time to time on or before November 1 of each year by the Board.

Section 4: All other fees relating to the Animal Control Department shall be determined by the Board.

ARTICLE XIV Animal Control Department

Section 1: The Animal Control Officer shall be the Department Manager.

Section 2: The Animal Control Shelter and equipment is assigned to the Animal Control Department.

Section 3: The annual operating budget shall be prepared and submitted by the Manager.

Section 4: The Animal Control Officer and Deputies shall dress in a uniform suitable for a law enforcement officer.

ARTICLE XV Preservation of Certain Rights

Section 1: Nothing in this Ordinance shall be construed to prevent the owner of a licensed dog from recovery in an action of law from any peace officer or any other person, except as herein provided.

Section 2: Nothing in this Ordinance shall be construed as limiting the common law liability of the owner of a dog or other animal for damages committed by a dog or other animal.

ARTICLE XVI Construction

Section 1: When not inconsistent with the context words used in the present tense include the future and past tense. Words in the singular include the plural and words in the plural include the singular. Masculine shall include the feminine and neuter. The word "shall" is always mandatory and not merely directive. Words or terms not defined herein shall be interpreted in the manner of their common meaning. Headings shall be deemed for convenience and shall not limit the scope of any article of this Ordinance.

Section 2: The regulations of this Ordinance are minimum standards supplemental to the rules and regulations duly enacted by appropriate Michigan Departments and the Acts of the State of Michigan. Where any provision of this Ordinance is a conflict with State Acts the State Act shall prevail.

Section 3: All ordinances or parts of ordinances or policies inconsistent herewith are hereby repealed.

COUNTY OF OTSEGO

By: _____

Kenneth C. Borton, Chairman

By: _____

Susan I. DeFeyter, County Clerk

OTSEGO COUNTY
Board of Commissioners



EXECUTIVE SUMMARY

AGENDA ITEM: Bid 2020-02: Community Center Gym Floor	AGENDA DATE: March 20, 2020
AGENDA PLACEMENT: Committee Reports A. Budget & Finance Committee Recommendations, Item 1.	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): Rachel Frisch, County Administrator	ATTORNEY REVIEW: No

BACKGROUND/DISCUSSION:

The Budget and Finance Committee has reviewed the bid results and recommendation from the Parks Committee for bid 2020-02, Community Center Gym Floor. The Budget and Finance Committee recommends for approval, the award of the bid to Kuhn Specialty Flooring in the amount of \$79,300. The Parks and Recreation Commission discussed at length the long-standing history working with Kuhn specialty Flooring on the Community Center Floor for many years and their excellent quality of work. The Commission felt in this circumstance, that recommending Kuhn Specialty Flooring would be prudent, even though they weren't the low bid, by a price difference of \$1,184.00.

RECOMMENDATION:

The Budget and Finance Committee requests approval of the 2020-02 bid award to Kuhn Specialty Flooring in the amount of \$79,300



**OTSEGO COUNTY ADMINISTRATION
 BID REGISTER LOG/PRELIMINARY TABULATION SHEET**

BID NUMBER: 2020-02

DATE/TIME BIDS DUE: 10:00am on Friday, ~~February 14th~~, 2020

March 6th @

TITLE: Replacement of CC Gym Floor

DATE/TIME OF BID OPENING: 10:05am on Friday, ~~February 14th~~, 2020

ADVERTISED: Yes

March 6th @

BID DEPOSIT REQUIRED: N/A

ADDENDUM/DATES: 1 on 2/19/20

BIDS/PROPOSAL RECEIVED

	COMPANY NAME	LOCATION	PRELIMINARY TOTAL BID	PRELIMINARY RANK
1.	FLOOR CARE CONCEPTS *NO RDP	WYOMING, MI	82,207.00	3
2.	KUHN SPECIALTY FLOORING	BEVERLY HILLS, MI	79,300.00	2
3.	JOHN SCHVLZE	HILLMAN, MI	78,116.00	1
4.				
5.				
6.				
7.				
8.				
9.				
10.				

SECTION V. BID/PROPOSAL FORM

BID 2020-02

The undersigned proposes to furnish and provide Otsego County with all materials, supplies, tools, equipment, labor, supervision, and expertise to properly and professionally perform all required services described in this RFP in accordance with the attached specifications stated herein for the price listed below.

No.	Description	Qty	Unit	Unit Price	Total Price
1.	Replacement and re-stripping of the Community Center gym floor as described above.	1	LS	will discuss \$ if awarded bid	\$

OVERALL TOTAL: \$ 78,116.⁰⁰

AS REQUIRED ABOVE, PLEASE ATTACH THE NAMES OF THREE (3) COMMERCIAL ACCOUNTS FOR WHICH SIMILAR WORK WAS PREVIOUSLY PERFORMED.

Visited site to view project YES NO

I acknowledge the receipt of the following addendums (list all issued):

Bid packet

COMPANY NAME: Jon Scholze Construction

ADDRESS: 22627 M-32 Hillman Mi. 49746

SIGNATURE: *Jon Scholze*

TITLE: owner

TELEPHONE: 989-464-6415

EMAIL (if any): _____

FAX: _____

DATE: 3/5/20

SECTION IV. BID/PROPOSAL FORM

BID 2020-02

The undersigned proposes to furnish and provide Otsego County with all materials, supplies, tools, equipment, labor, supervision, and expertise to properly and professionally perform all required services described in this RFP in accordance with the attached specifications stated herein for the price listed below.

No.	Description	Qty	Unit	Unit Price	Total Price
1.	Replacement and re-striping of the Community Center gym floor as described above.	1	LS	\$ 79,300. ⁰⁰	\$ 79,300. ⁰⁰

OVERALL TOTAL: \$ 79,300.⁰⁰

AS REQUIRED ABOVE, PLEASE ATTACH THE NAMES OF THREE (3) COMMERCIAL ACCOUNTS FOR WHICH SIMILAR WORK WAS PREVIOUSLY PERFORMED

Visited site to view project YES NO

I acknowledge the receipt of the following addendums (list all issued):

1 dated 2/19/20

COMPANY NAME: Kuhn Specialty Flooring, LLC

ADDRESS: 31085 Rivers Edge Ct.
Beverly Hills, MI. 48025

SIGNATURE: 

TITLE: President / CEO

TELEPHONE: (248) 593-9045

EMAIL (if any): RobKuhn@kuhnspecialtyflooring.com

FAX: (248) 593-8690

DATE: 3/4/20

SECTION IV. BID/PROPOSAL FORM

BID 2020-02

The undersigned proposes to furnish and provide Otsego County with all materials, supplies, tools, equipment, labor, supervision, and expertise to properly and professionally perform all required services described in this RFP in accordance with the attached specifications stated herein for the price listed below.

No.	Description	Qty	Unit	Unit Price	Total Price
1.	Replacement and re-striping of the Community Center gym floor as described above.	1	LS	\$ 82,207.0	\$ 82,207.00
OVERALL TOTAL:					\$ 82,207.00

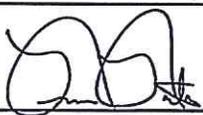
AS REQUIRED ABOVE, PLEASE ATTACH THE NAMES OF THREE (3) COMMERCIAL ACCOUNTS FOR WHICH SIMILAR WORK WAS PREVIOUSLY PERFORMED

Visited site to view project YES NO

I acknowledge the receipt of the following addendums (list all issued):

COMPANY NAME: Floor Care Concepts

ADDRESS: 3714 Buchanan Ave SW. Wyoming, MI 49548

SIGNATURE: 

TITLE: Operations Manager

TELEPHONE: 616 889 8599

EMAIL (if any): lance.lutke@floorcareconcepts.net

FAX: 616 365 5202

DATE: 03-06-20

**OTSEGO COUNTY
Board of Commissioners**



EXECUTIVE SUMMARY

AGENDA ITEM: Bid 2020-03: Groen Nature Preserve Equipment Bid	AGENDA DATE: March 20, 2020
AGENDA PLACEMENT: Committee Reports A. Budget & Finance Committee Recommendations, Item 2.	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): Rachel Frisch, County Administrator	ATTORNEY REVIEW: No

BACKGROUND/DISCUSSION:

The Budget and Finance Committee has reviewed the bid results and recommendation from the Parks Committee for bid 2020-03, Groen Nature Preserve Equipment. The Budget and Finance Committee recommends for approval, the award of the equipment bid as follows; a lawn mower in the amount of \$13,070 from Ginop Sales, a snowblower in the amount of \$4,148 from Ginop Sales, a seeder in the amount of \$15,164 from Ginop Sales and a cultivator in the amount of \$12,675 from Zaremba.

RECOMMENDATION:

The Budget and Finance Committee requests approval of the 2020-03 bid award to Ginop Sales for a lawn mower, snowblower and seeder in the amounts of \$13,070, \$4,148 and \$15,164 respectively and to Zaremba for a cultivator in the amount of \$12,675.



**OTSEGO COUNTY ADMINISTRATION
 BID REGISTER LOG/PRELIMINARY TABULATION SHEET**

BID NUMBER: 2020-03

DATE/TIME BIDS DUE: Friday, March 13, 2020 11:30am

TITLE: Groen Equipment

DATE/TIME OF BID OPENING: Friday, March 13, 2020, 11:35am

ADVERTISED: Yes

BID DEPOSIT REQUIRED: N/A

ADDENDUM/DATES: N/A

BIDS/PROPOSAL RECEIVED

	COMPANY NAME	LOCATION	PRELIMINARY TOTAL BID	PRELIMINARY RANK
1.	Lappans	Gaylord mi	L 15,243.29 ⁽²⁾ Seeder S - FC 7,550-(N)	16,148.16 ⁽²⁾
2.	Gainop Sales	Alanson Hillman Williamsburg Mi	L 13,070- ⁽¹⁾ Seeder S 4,148- ⁽¹⁾ FC -	15,164- ⁽¹⁾
3.	Zaremba	Gaylord mi	L 9,599 (Gas) ^(N) Seeder S - FC 12,675- ⁽⁴⁾	18,900- ⁽³⁾
4.	Northern Mich. Tractor Equip	Toburg mi	L 15,650 ⁽⁶⁾ Seeder S - FC -	4,450 ^(N)
5.				
6.				
7.				
8.				
9.				
10.	(N) = Does not meet specs as bid.			

Otsego County Equipment Bids Received
As of 3/13/20

Equipment-Lawnmower

Company Name	Bid	Comments
Lappans	\$15,243.29	
Zaremba	\$9,599.00	Did not meet specs
Ginops	\$13,070.00	*
N. Mich.	15,650-	

Equipment-Snowblower

Company Name	Bid	Comments
Lappans		No Bid
Zaremba		No Bid
Ginops	\$4,148.00 *	
N. Mich.		No Bid

Equipment-No-Til Seeder

Company Name	Bid	Comments
Lappans	\$16,148.16	
Zaremba	\$18,900.00	
Ginops	\$15,164.00	*
N. Mich.	4,450	bid not meet specs.

Equipment-Field Cultivator

Company Name	Bid	Comments
Lappans	\$7,550.00	Did not meet specs
Zaremba	\$12,675.00	*
Ginops		No Bid
N. Mich.		No Bid

LAPPANS

ATTACHMENT E:

BID FORM

<u>ITEM</u>	<u>ALL-INCLUSIVE TOTAL PRICE</u>
1. LAWNMOWER	\$15,243.29
2. SNOWBLOWER	—
3. SEEDER	\$16,148.14
4. FIELD CULTIVATOR	\$7550.—

*I certify that the equipment bid meets the specifications per the applicable attachment (A-D).

*I certify that the equipment will be delivered to the County no later than May 15, 2020.

Authorized Signature



ERIC LAPPAN

Printed Name

2/28/2020

Date

G1NDP

ATTACHMENT E:

BID FORM

<u>ITEM</u>	<u>ALL-INCLUSIVE TOTAL PRICE</u>
1. LAWNMOWER	13,070.00
2. SNOWBLOWER	4,148.00
3. SEEDER	15,164.00
4. FIELD CULTIVATOR	N/A

*I certify that the equipment bid meets the specifications per the applicable attachment (A-D).

*I certify that the equipment will be delivered to the County no later than May 15, 2020.

Alexnia M. Robiadek

Authorized Signature

Alexnia M. Robiadek

Printed Name

3-10-20.

Date

ZAREMBA

ATTACHMENT E:

BID FORM

ITEM	ALL-INCLUSIVE TOTAL PRICE	
1. LAWNMOWER	\$9,599.00	Alt bid spec, (Gas) Spec Sheet Attached. Cub Cadet Model Pro Z 772L
2. SNOWBLOWER	No Bid	
3. SEEDER	\$18,900.00	Meets Spec,
4. FIELD CULTIVATOR	\$12,675.00	Meets Spec,

*I certify that the equipment bid meets the specifications per the applicable attachment (A-D).

*I certify that the equipment will be delivered to the County no later than May 15, 2020.

Matt Zaremba

Authorized Signature

Matthew Zaremba

Printed Name

03/13/2020

Date

Zaremba Equipment Inc



Matt Zaremba
Sales Associate
Phn. # 989-705-7664
Fax # 989-705-7745

1734 Dickerson Rd.
Gaylord, MI 49735
matt@zarembaequipment.com

Zaremba Equipment Inc



Jim Zaremba
Sales Department
Phn. # 989-705-7664
Fax # 989-705-7745

1734 Dickerson Rd.
Gaylord, MI 49735
jimzaremba@zarembaequipment.com

Northern Mich Tractor Equip.

Northern Michigan Tractor & Equipment, LLC

ARIENS | CO
EST. 1922



ATTACHMENT E:

BID FORM

<u>ITEM</u>	<u>ALL-INCLUSIVE TOTAL PRICE</u>	
1. LAWNMOWER	15,650	992276
2. SNOWBLOWER	/	
3. SEEDER	4,450	SAYA - 205
4. FIELD CULTIVATOR	/	

*I certify that the equipment bid meets the specifications per the applicable attachment (A-D).

*I certify that the equipment will be delivered to the County no later than May 15, 2020.

Authorized Signature

Printed Name

3-10-20

Date

Joseph Grasczynski

OTSEGO COUNTY
Board of Commissioners



EXECUTIVE SUMMARY

AGENDA ITEM: Fireworks Display Agreement	AGENDA DATE: March 20, 2020
AGENDA PLACEMENT: Committee Reports A. Budget & Finance Committee Recommendations, Item 3.	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): Rachel Frisch, County Administrator	ATTORNEY REVIEW: Yes

BACKGROUND/DISCUSSION:

Otsego County's Parks and Recreation Department in conjunction with funding from Otsego Lake Association (OLA), hosts an Independence Day fireworks show. The Otsego County and OLA Fireworks Display Agreement provides for the terms and conditions between Otsego County and OLA for the firework show. The Budget and Finance Committee has reviewed the agreement and recommends for approval the Fireworks Display Agreement.

RECOMMENDATION:

The Budget and Finance Committee requests approval of the Fireworks Display Agreement between Otsego County and Otsego Lake Association.



Louis M. Groen Nature Preserve – Otsego Lake County Park – Irontone Springs – Wah Wah Soo – Libke Fields – Community Center – Pontresina Park

Otsego County /Otsego Lake Association

Fireworks Display Agreement

The purpose of this agreement between the Otsego Lake Association and Otsego County is to engage the services of Otsego County Parks and Recreation Department in the hosting and contracting of an Independence Day Fireworks show at Otsego Lake County Park.

In consideration of the mutual covenants and promises as set forth in this agreement, Otsego County and the Otsego Lake Association agree as follows:

- A. Otsego County Parks and Recreation shall host and contract an Independence Day fireworks show with a licensed and insured fireworks vendor and display operator selected according to the Otsego County purchasing policy.
- B. Otsego County Parks and Recreation agrees to pay the fireworks vendor according to the contract agreed upon between Otsego County and the selected vendor.
- C. Otsego Lake Association agrees to reimburse Otsego County Parks and Recreation in full the entirety of the three-year contract, according to the payment schedule in item D, prior to engagement of the contract between Otsego County and the selected vendor.
- D. Otsego Lake Association agrees to pay Otsego County Parks and Recreation on the following schedule for the three-year contract period of 2020, 2021, and 2022:

2020: Deposit \$3,750.00 Due on or before May 1st, 2020

Remaining Yearly Balance of \$11,162.10 Due on or Before July 1st, 2020

2021: Deposit \$3,750.00 Due on or before May 1st, 2021

Remaining Yearly Balance of \$11,872.20 Due on or Before July 1st 2021

2022: Deposit \$3,750.00 Due on or before May 1st 2022

Remaining Yearly Balance of \$12,653.31 Due on or Before July 1st 2022



Louis M. Groen Nature Preserve – Otsego Lake County Park – Irontone Springs – Wah Wah Soo – Libke Fields – Community Center – Pontresina Park

- E. Otsego Lake Association agrees to provide and install the platform to be used by the vendor required to operate the fireworks display.

- F. Otsego County Parks and Recreation agrees to acquire all required permits for operating the fireworks show at Otsego Lake County Park, as well as to arrange for the presence of police, Fire, and Marine protection.

Otsego County _____ Date _____

Witness _____ Date _____

Otsego Lake Association _____ Date _____

Witness _____ Date _____

Wolverine FIREWORKS

205 West Seidlers Rd. - Kawkawlin, MI 48631
Phone: 989.662.0121 • Fax: 989.662.0122

Display, Inc.

Visit us at www.wolverinefireworks.com

THREE YEAR DISPLAY CONTRACT

To engage the services of WOLVERINE FIREWORKS DISPLAY INC., as vendor and display Operator.

This agreement, between **Otsego County, MI** hereafter called "SPONSOR" and WOLVERINE FIREWORKS DISPLAY, INC., 205 W. Seidlers Road, Kawkawlin, MI, 48631, hereafter called 'PROFESSIONAL' is made as follows.

In consideration of the mutual covenants and promises as set forth in this agreement, SPONSOR and PROFESSIONAL agree as follows:

A: PROFESSIONAL agrees to provide SPONSOR with the amount, size, and type of fireworks as described in proposal **#1** submitted to SPONSOR **10/3/19**.

B: PROFESSIONAL agrees to provide SPONSOR with labor for **7/3/2020, 7/3/2021 and 7/2/2022** fireworks display **Otsego Lake County Park, Gavlord, MI**.

C: PROFESSIONAL agrees that SPONSOR will be named as an additional insured on the liability insurance policy of WOLVERINE FIREWORKS DISPLAY for the display referenced in this agreement. The liability insurance policy WOLVERINE FIREWORKS DISPLAY shall have limit of **\$10,000,000.00**.

D: PROFESSIONAL and SPONSOR agree that in the case of inclement weather, a mutual agreement must be made, on show date, that SPONSOR will be charged fixed costs in the amount of **\$3,750.00** per day, and not for the unused fireworks package.

Year	Show Date	Inclement Weather Date	Show Amount	Deposit	Discount	Balance Due
2020	July 3	TBD	\$15,750.00	\$3,750.00 (due upon signing)	\$837.90	\$11,162.10
2021	July 3	TBD	\$16,500.00	\$3,750.00	\$877.80	\$11,872.20
2022	July 2	TBD	\$17,325.00	\$3,750.00	\$921.69	\$12,653.31

E: Sponsor agrees to pay Professional **deposit indicated above**, by **the first Monday of May each show year unless otherwise noted**, and the **Balance Due indicated above**, within 10 days of the display on the above respective date(s).

F: SPONSOR agrees to pay balance within 10 days after show date or be subject to one and one-half (1 1/2%) percent, per month, interest, plus all attorney fees and costs incurred by PROFESSIONAL in obtaining a payment on any unpaid balance.

Wolverine FIREWORKS

205 West Seidlers Rd. • Kawkawlin, MI 48631
Phone: 989.662.0121 • Fax: 989.662.0122

Display, Inc.

Visit us at www.wolverinefireworks.com

THREE YEAR DISPLAY CONTRACT CONTINUED

G: SPONSOR agrees to procure and furnish a suitable place to display the fireworks in accordance with the NFPA 1123, and to secure all police, fire, and local and state permits, to arrange for any security bonds as required by law in its community. SPONSOR agrees to furnish all necessary police and fire protection for the protection of SPONSOR, individuals who work in or around the display, for proper crowd control, auto, parking and proper supervision.

H: SPONSOR agrees to indemnify, hold harmless and defend PROFESSIONAL from and against any and all liability, claims, damages, losses, expenses and costs, including attorney fees, that arise out of the display which is the subject of this agreement, regardless if such liability is due in part to the negligence, fault or breach of warranty on the part of PROFESSIONAL, or is alleged to be due to the negligence, fault, or breach of warranty on the part of PROFESSIONAL, excepting any liability which is due to the sole negligence of PROFESSIONAL.

I: SPONSOR agrees that PROFESSIONAL may cancel this Contract at any time if in its sole discretion it is unable to obtain satisfactory liability insurance at a cost satisfactory to PROFESSIONAL and, in that event, SPONSOR shall remain responsible to PROFESSIONAL for any amounts owed to PROFESSIONAL up to the date of such cancellation.

Sponsor Rachel Frisch Date 1-9-2020

Witness [Signature] Date 1/9/2020

Professional Jennifer Campau Date 1/6/2020

Witness Stinky Cheng Date 1/6/2020

OTSEGO COUNTY
Board of Commissioners



EXECUTIVE SUMMARY

AGENDA ITEM: Budget Amendment: Community Center Improvement	AGENDA DATE: March 20, 2020
AGENDA PLACEMENT: Committee Reports A. Budget & Finance Committee Recommendations, Item 4.	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): Rachel Frisch, County Administrator	ATTORNEY REVIEW: No

BACKGROUND/DISCUSSION:

The Budget and Finance Committee has reviewed the recommendation from the Parks Committee for needed cement work at the Community Center at a cost of \$3,670. Work to be performed by North Central Excavating Inc. This project includes cement work in a 12' X 22' area and an 11' X 20' area behind the Community Center. A budget amendment using available fund balance in the amount of \$3,670 has been reviewed and recommended by the Budget and Finance Committee for approval by the Board of Commissioners.

RECOMMENDATION:

The Budget and Finance Committee requests approval of the budget amendment in the amount of \$3,670 for cement work at the Community Center.



OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: Parks

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 Community Center Improvement

REVENUE

Account Number	Decrease	Increase
208-050-400.001 Budgeted Use of Fund Balance	\$	\$ 3,670
	\$	\$
	\$	\$
	\$	\$
Total	\$	\$ 3,670

EXPENDITURE

Account Number	Increase	Decrease
208-901-970.300 Property - Improvements	\$ 3,670	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total	\$ 3,670	\$

Department Head Signature Date

Administrator's Signature Date

Finance Department
Entered:
By:

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



Concrete @ C.C.



PO Box 415 Gaylord, MI 49734 Phone: (989) 732-2125 Fax: (989) 732-3745 Email:northcentralexcavating@gmail.com

Date: 3-11-20

Proposal #: 20-763

Customer Billing Info

Name: Otsego County Parks and Recreation
Address: 315 S. Center, Gaylord, MI. 49735
Phone: 989-732-3521
Email: aquay@otsegocountymi.gov

Project: Community Center concrete work

Location: Same, Gaylord, Mi. 49735

North Central Excavating, Inc. ("Contractor") submits to Owner/General Contractor ("Customer") this proposal based on plans, addenda, site visit and/or any specifications prepared/given by Customer.

Concrete work: Strip soil in proposed concrete slab area to a depth of 4". Export excess material. Form and pour 12'x 22' area of concrete 4" thick with fiber mesh re-enforcement. Control cut concrete and apply white pigmented sealer. Strip forms and backfill exposed edges with existing gravel material

Amount: \$ 2,210.00

Optional 11'x 20' area: Strip and remove 4" of soil. Form and pour additional area of concrete 4" thick with fiber mesh re-enforcement including white pigmented sealer. Backfill exposed edges with existing gravel material.

Additional Amount: \$ 1,460.00

\$ 3,670

Note: Based on site visit and drawing provided. If accepted, optional concrete work to be done at the same time as base bid. Proposal does include any permits. Work assumes no utility conflicts. Proposal assumes existing sub-soil sufficient for structure load without modification, also site excavation to balance unless otherwise noted. No export or import of materials not stated above. Quote allows for 1 mobilizations of equipment for building excavating. No work unless specified above. No winter conditions.

THIS PROPOSAL SHALL REMAIN VALID ONLY FOR 30 DAYS FROM THE ABOVE PROPOSAL DATE. PROPOSAL INCLUDES ALL OF THE STANDARD TERMS AND CONDITIONS SET FORTH ON THE THIS DOCUMENT.

By: Richard E. Townsend
Richard E. Townsend, Vice President
North Central Excavating, Inc.

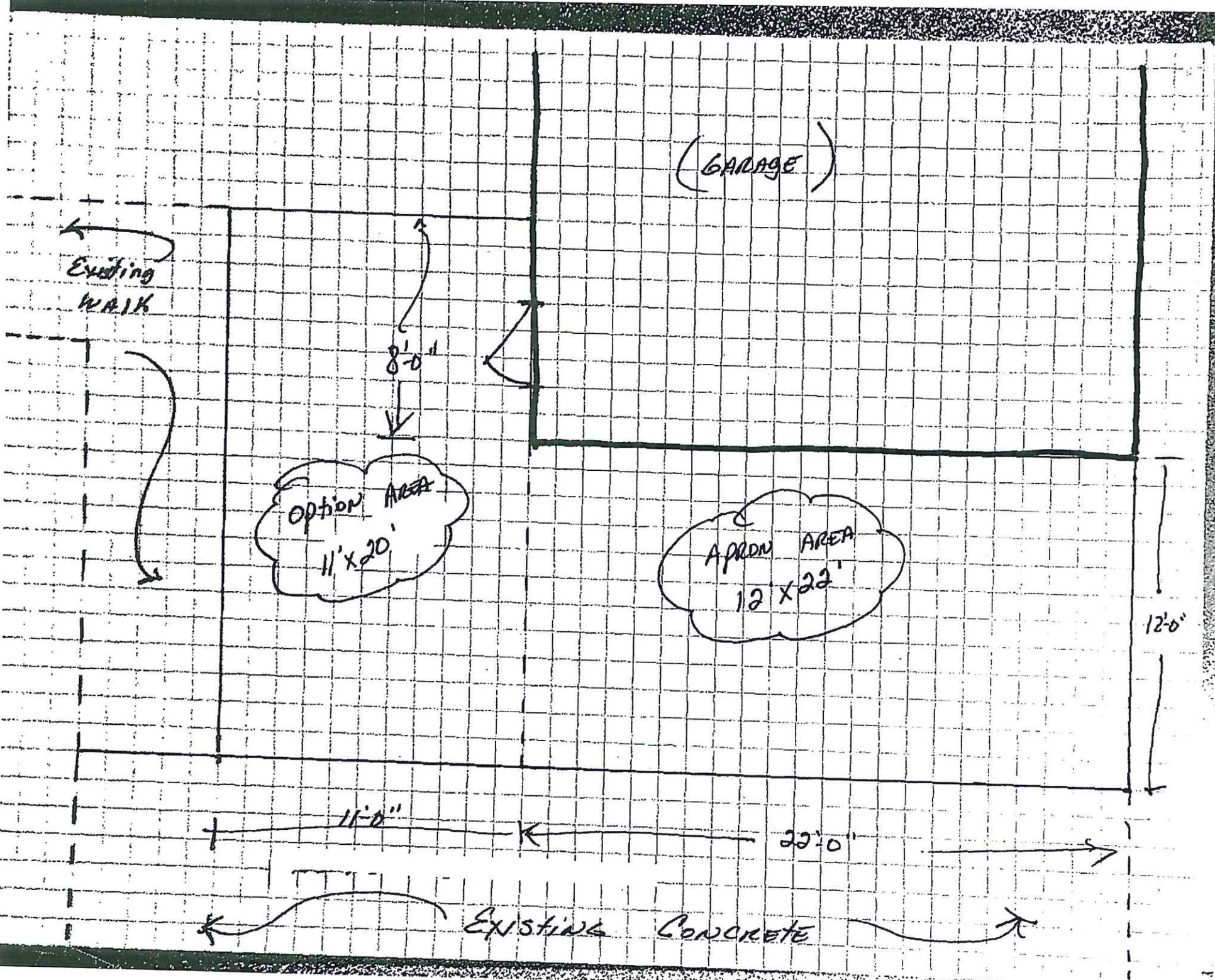
ACCEPTANCE OF PROPOSAL

I (we) have read the above Proposal, including the standard terms & conditions, and hereby accept this Proposal. You are hereby authorized to begin the work as proposed.

Authorized Signature: Rachel Frisch Date Signed: 3.24.20
Printed Name and Title: Rachel Frisch Administrator

STANDARD TERMS & CONDITIONS OF THIS PROPOSAL

- 1.) All materials are warranted to be as specified. All work is to be completed according to this Proposal and in a workmanlike manner. Unless otherwise provided in this proposal, customer, at its expense, shall be responsible for all permits required to perform the work.
- 2.) Other than as expressly provided for in this Proposal, Contractor makes no express or implied warranties, including warranties of merchantability or fitness of a particular purpose. Customer's sole remedy for breach of warranty is limited exclusively to removal and replacement of the defective work. North Central Excavating, Trucking and Masonry, Inc. has no other liability for any type of damage, whether incidental, consequential or otherwise.
- 3.) Any express performance warranty provided in this Proposal shall be waived in the event Customer, either verbally or in writing, directs Contractor to place materials in an area of which Contractor has advised Customer is unacceptable.
- 4.) Contractor will not be liable for delays caused by labor disturbances, weather conditions, acts of God, acts of governmental agencies, accidents, and shortages of necessary supplies or any other cause beyond Contractors control.
- 5.) Any damage to or caused by appurtenances, including but not limited to stumps, trees, buried concrete slabs or footing, septic tanks, sprinkler systems or utilities not specifically described on the plans or accurately marked on the jobsite or as to make us aware of their exact location and depth, will be the Customer's responsibility, and any extra work involved will become an extra charge over the quoted prose.
- 6.) Extra work not included in this Proposal will be performed at the direction of the Customer or his authorized representative. Customer shall promptly issue an appropriate written change order to cover the authorized work.
- 7.) Sales tax is included in this Proposal. Customer is required to provide a valid sales tax exemption certificate if no sales tax is to be included.
- 8.) Contractor will not proceed with the work as specified in this Proposal until satisfied of the Customer's ability and intent to pay according to terms outlined herein.
- 9.) Payment Terms:
 - a. Residential/Commercial Customers – Not utilizing AIA format will require a deposit of half down prior to the start of job, with balance of proposal due upon completion. A 2% monthly finance charge on all balances 15 days past due. Customer agrees to pay all costs associated with collecting past due balances including, but not limited to, any and all attorney's or collection agency's fees.
 - b. Commercial/General Contractors – Invoicing utilizing AIA G702 and G703 format, with payment received no more than 30 days from date of AIA. A 2% monthly finance charge on all balances 15 days past due. Customer agrees to pay all costs associated with collecting past due balances including, but not limited to, any and all attorney's or collection agency's fees.
- 10.) Customer represents and warrants that there are no hazardous substances or hazardous wastes located on or within the jobsite. Customer agrees to defend, indemnify, and hold harmless Contractor, its officers and employees from any type of loss and/or liability, including reasonable attorney fees and expenses, arising from a breach of this representation or warranty or Customer' violation of environmental law, regulation or policy.
- 11.) The following sentence only applies if the parties intend that their contractual relationship will be governed by a written contract other than this Proposal. This Proposal is submitted subject to entering into a written contract, the terms and conditions of which are acceptable to both parties.



OTSEGO COUNTY
Board of Commissioners



EXECUTIVE SUMMARY

AGENDA ITEM: COVID-19 Related Employee Policies and Procedures	AGENDA DATE: March 20, 2020
AGENDA PLACEMENT: Committee Reports A. Budget & Finance Committee Recommendations, Item 5.	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): Trisha Adam, Human Resources Director / Asst County Administrator	ATTORNEY REVIEW: No

BACKGROUND/DISCUSSION:

In order to respond to the COVID-19 public health emergency, the attached the COVID-19 related authorizations for policies and procedures are needed. The Board Chairman, Vice Chairman, and County Administrator will need to make changes to these policies and procedures as they agree upon and are needed in response to this very fluid public health emergency. All changes to these policies will be ratified after the fact by the full Board of Commissioners meeting at their next available board meeting. This Authorization will be reviewed every 90 days by the Board of Commissioners.

RECOMMENDATION:

Staff requests Board approval attached COVID-19 Related Policies and Procedures.



Board of Commissioners
225 West Main Street ● Gaylord, Michigan 49735
Phone: 989-731-7520 ● Fax: 989-731-7529

March 20, 2020

The Otsego County Board of Commissioners has approved the attached COVID-19 Leave Policy and the COVID-19 Mandatory Guidelines for all Otsego County Employees. The Board of Commissioners also gives authority to the Board Chairman, Vice Chairman, and the County Administrator to make changes to these policies and procedures as they agree upon and are needed in response to this very fluid public health emergency. All changes to these policies will be ratified after the fact by the full Board of Commissioners meeting at their next available board meeting.

This policy will be reviewed by the Board of Commissioners every 90 days.

Kenneth Borton, Chairman

Otsego County Board of Commissioners

COVID – 19 Mandatory Guidelines for All Otsego County Employees Effective Immediately – March 20, 2020

Individual Diagnosed with COVID-19 – If an individual is diagnosed with COVID-19, he or she must report the diagnosis to his or her Department Head/Elected Official or Human Resources immediately and remain isolated for at least 14 days. The individual will participate in contact tracing activities with Public Health. Full-time employees can apply for benefits through their short term disability policy. Part-time employees will use their banked leave time and/or apply for unemployment benefits through the temporary expansion order No. 2020-10. The individual must provide medical clearance to return to work.

Individual Symptomatic – If an individual has a fever, cough, and/or shortness of breath stay home. He or she must report the symptoms to his or her Department Head/Elected Official or Human Resources and contact their health care provider. Do not return to work until symptoms have subsided. Full-time employees can apply for benefits through their short term disability policy. Part-time employees will use their banked leave time and/or apply for unemployment benefits through the temporary expansion order No. 2020-10. The individual must provide medical clearance to return to work.

Potential Exposure – Any individual known to have been potentially exposed to the virus will be notified immediately by the Department of Public Health and given appropriate guidance.

Household Member Diagnosed – Any individual with a household member diagnosed with COVID-19 will be contacted by Public Health and given appropriate guidance. The county will work with employees on a case-by-case basis to evaluate the option of working from home. If working from home is not an option, employees will use their banked leave time and/or apply for unemployment benefits through the temporary expansion order No. 2020-10.

Household Member Symptomatic – Anyone who has to remain at home to care for an ill family member will be expected to use their banked leave time. The County will work with employees on a case-by-case basis to evaluate the option of working from home. If working from home is not an option, employees will use their banked leave time and/or apply for unemployment benefits through the temporary expansion order No. 2020-10.

School Closed, No Sign of Illness at Home – The parent of an affected student may be given permission to work from home from his/her Department Head/Elected Official or Human Resources depending on the circumstances and available child-care alternatives. If working from home is not an option, employees will use their banked leave time and/or apply for unemployment benefits through the temporary expansion order No. 2020-10.

Non-Essential Conferences, conventions, and off-site trainings – Employee shall cancel registrations and travel arrangements as soon as possible in order to maximize refund opportunities. Consideration will be given to emergency type trainings.

Travel in Known High Outbreak Area – Travel to or from areas of known high outbreak (“Level 3” and “Level 2” locations per CDC designations) must be avoided at this time. If an individual or household member does travel to or from a known high outbreak area, they must inform Trisha Adam, Human Resources Director, in advance of travel by sending an email to her attention; upon the return of the individual or household member, the individual will be quarantined and required to work from home if possible for 14 days. If working from home is not an option, employees will use their banked leave time and/or apply for unemployment benefits through the temporary expansion order No. 2020-10 and short term disability if symptoms develop while in quarantine.

Other Travel: *We recommend individuals limit all non-essential travel.* Anyone traveling outside of the United States for personal reasons is required to send an e-mail to the attention of Trisha Adam, Human Resources Director, indicating the country(s) you will be visiting and the dates you will be out of the country. This information will be used to monitor where individuals are traveling as we learn more about the spread of this virus. We urge everyone to check with local agencies before traveling. If you are sick or experiencing acute respiratory symptoms (fever, cough, etc.) upon your return, do not report to work, notify your supervisor and contact your medical provider.

****This is an evolving situation that may result in additional protocols and/or changes.**

OTSEGO COUNTY TEMPORARY TELEWORK POLICY

In the event of an emergency such as a weather disaster or pandemic, Otsego County may allow or require employees to temporarily work from home to ensure business continuity.

Procedures:

In the event of an emergency, Otsego County may require certain employees to work remotely. These employees will be advised of such requirements by the department manager/elected official. Preparations should be made by employees and managers well in advance to allow remote work in emergency circumstances. This includes appropriate equipment needs, such as hardware and software. The IT department is available to review these equipment needs with employees and to provide support to employees in advance of emergency telework situations.

For voluntary telework arrangements, either the employee or department manager/elected official can initiate a temporary telecommuting agreement during emergency circumstances. The employee and manager will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement, including equipment needs, workspace design considerations and scheduling issues.

A telecommuting agreement will be prepared by human resources and signed by the employee and his or her manager.

The employee will establish an appropriate work environment within his or her home for work purposes. Otsego County will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

Otsego County will determine the equipment needs for each employee on a case-by-case basis. Equipment supplied by the organization is to be used for business purposes only.

Consistent with the Otsego County's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of County information accessible from their home office and follow all Otsego County policies while teleworking from a remote location.

Employees should not assume any specified period of time for emergency telework arrangements, and Otsego County may require employees to return to regular, in-office work at any time.

Otsego County Telework Agreement

Section 1: TO BE COMPLETED BY THE EMPLOYEE

Date of Request: _____

Start Date: _____

Department: _____

Employee Name: _____

Employee's Telephone: _____

Supervisor's
Name: _____

Supervisor's
Title: _____

Supervisor's
Telephone: _____

Address, Telephone, and Description of Alternative
Worksite: _____

Equipment Needed to Perform Work at Alternate
Worksite: _____

Type of Telework:

Regularly Scheduled

Situational

Termination of Agreement: _____

Telework Days at Alternate Worksite: _____

Identification of specific data types allowed to be accessed: _____

- I acknowledge that I will not be authorized to telework if my performance does not meet expectation or does not comply with the terms of the agreement between my supervisor and me.

- I understand that I must not care for children, elders, or other dependents while I am in a duty status and teleworking. In these situations, I must request the appropriate leave from my supervisor or request to change my Alternative Work Schedule (AWS), if applicable, or obtain approval from my supervisor to go to a non-duty status for the remainder of my telework schedule.

- I understand that I must abide by Otsego County's Electronic Communications and Internet Security policy as well as all of Otsego County's policies.

- When unscheduled leave or telework is announced by the appropriate authorities, I understand that the election is mine but I must notify my supervisor. However, I am aware that management may require me to return to in office work or to report for an assignment that requires my presence and management at any time.

Employee's Signature: _____

Employee's Printed Name: _____

Date: _____

Otsego County Telework Agreement

Section 2: TO BE COMPLETED BY THE APPROVING OFFICIAL

Approved: Disapproved: Reason Not Approved: _____

I certify that the employee is eligible and authorized to telework, that I have reviewed the employee's request and Telework Agreement.

Approving Official's Signature and Date: _____

Supervisor's Signature and Date: _____

Alternative Worksite Costs – The employee understands that the County will not be responsible for any operating costs associated with the use of the employee's home as an alternate worksite, for example, home maintenance, insurance, or utilities. The employee also understands that any entitlement to reimbursement for authorized expenses incurred while conducting business for the County, as provided for by statute or regulation, is not relinquished by this agreement.

Liability – The applicant understands that the County will not be held liable for damages to his/her personal or real property while he/she is working at the approved alternate worksite.

Injury Compensation – The applicant understands that he/she is covered under the Worker's Compensation Act if injured in the course of actually performing official duties at the alternate worksite. The applicant agrees to notify his/her supervisor immediately of any accident or injury that occurs at the alternate workplace and to complete any required forms. The supervisor agrees to investigate such a report as soon as possible.

Disclosure - The applicant agrees to protect County records from unauthorized disclosure and damage and will comply with all privacy and confidentiality rules just as they would at the municipal workplace.

Performance Not in Compliance with Terms of Agreement – The employee's failure to comply with the terms of this agreement will result in the termination of this agreement. Failure to comply may also result in disciplinary action.

OTSEGO COUNTY
Board of Commissioners



EXECUTIVE SUMMARY

AGENDA ITEM: Accounts Payable Policy	AGENDA DATE: March 20, 2020
AGENDA PLACEMENT: Committee Reports A. Budget & Finance Committee Recommendations, Item 6.	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): Rachel Frisch, County Administrator	ATTORNEY REVIEW: No

BACKGROUND/DISCUSSION:

Due to the Coronavirus (COVID-19) outbreak, the Budget and Finance Committee has reviewed the accounts payable policy and recommends for approval the update to allow all disbursements to be made prior to Board of Commissioner approval with the approval of the County Administrator. This will ensure the timeliness of payments to vendors and allow for continued operations. This policy update will be reviewed in 30 days.

RECOMMENDATION:

The Budget and Finance Committee requests approval of the update to the AP policy, providing for approval subsequent to disbursement.

- A. Department Authorization. All requests for payments, i.e., invoice or expense voucher, shall be approved by the designated individual responsible for the cost center (department) to which the expense shall be posted. The authorization shall indicate that the expense is authorized and correct by affixing the account number and his or her initials to the invoice. All approved bills must be submitted to the Finance Office within ten (10) days of receipt.
- B. Warrant Reports. The Finance Office shall prepare a warrant report to the Board of Commissioners showing the check number or Electronic Funds Transfer (EFT) number, check date, payee, description of expenditure, general ledger number, and amount. The report shall be ordered by check number/EFT number. A copy of the warrant shall be filed with the invoice claim.
- C. Board Audit. All claims shall be approved by the Board of Commissioners prior to payment, except as follows. These claims shall be post-audited at the next Board meeting.
1. Payroll
 2. Utility bills
 3. Invoices with penalties or discounts that would be incurred if payment is not received prior to the Board meeting where claims will be approved. Invoices shall be approved at the subsequent board meeting.
 4. Insurance payments
 5. Contracted services
 6. Bond / Loan Payments
 7. Michigan Veterans Trust Fund Payments
 8. Others at the County Administrator's discretion, with appropriate documentation, when following the normal procedures creates a hardship
- Board Audit. The Board of Commissioners will give the Administrator authority to approve all payments. A list will be provided to the Board of Commissioners for review and questions. This is a temporary permission for 30 days and may be extended upon Board review and approval.
- D. Expenditure Control. The general statute governing County budget activity is the Uniform Budgeting and Accounting Act. In addition to provisions of this statute, general statements concerning the Board's intent with regard to the administration of each year's budget are set out in the annual appropriations measure. The County Board wishes to amplify the general
-

conditions of State law and those contained in the appropriations measure by specifically directing all County officers and employees not to authorize or participate in the expenditure of funds except as authorized by the annual appropriations measure. The Board recognizes that in addition to possible Board sanctions for willful disregard of this policy, state law (MCL141.437 through MCL 141.44) provides for civil liability for violations of the annual appropriations measure.

1. Annual budgetary appropriations shall be deemed maximum authorization to incur expenditures. The Management Team shall not consider appropriations contained in the budget as a mandate to expend county funds, nor does the budget constitute authorization to commit the County to specific obligations.
2. The Administrator and Finance Director shall monitor expenditures to ensure that spending does not exceed budgetary limits. County funds shall not be diverted for purposes significantly inconsistent with those specified in the appropriations measure.
3. The Finance Office shall maintain appropriation ledger accounts in which are to be recorded such expenditure encumbrances and obligations for the future payment of appropriated funds.
4. Each warrant, draft, or contract of the County shall specify the funded appropriations designated by number in the accounting system classification established pursuant to law from which it is payable and shall be paid from no other fund or appropriation. Expenditures shall not be charged directly to any contingent account. Instead, the necessary amount of appropriation from such account shall be transferred in accordance with this policy to the proper general appropriation account and the expenditure then charged thereto.
5. No obligation shall be incurred against, and no payment shall be made from, any appropriation account unless there is a sufficient unencumbered balance in the appropriation and sufficient funds are, or will be, available to meet the obligation.

Notes: Being on the pre-approval list means that the checks can be printed on the in-between Tuesdays.

OTSEGO COUNTY
Board of Commissioners



EXECUTIVE SUMMARY

AGENDA ITEM: Meeting Suspensions	AGENDA DATE: March 20, 2020
AGENDA PLACEMENT: Committee Reports A. Budget & Finance Committee Recommendations, Item 7.	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): Rachel Frisch, County Administrator	ATTORNEY REVIEW: No

BACKGROUND/DISCUSSION:

In keeping with national and statewide recommendations for public health and safety as they relate to areas of public gatherings, the Budget and Finance Committee recommends for approval suspending for 30 days all Board of Commissioner meetings and all Select Committee meetings (Budget and Finance, Criminal Justice Coordinating and Personnel Committees) from April 1 to April 30, 2020. Further, the Budget and Finance Committee recommends to the Board to strongly urge other County Boards to do the same, unless they have the means to provide remote participation.

RECOMMENDATION:

The Budget and Finance Committee requests approval of suspending for 30 days (April 1-30, 2020) all Board of Commissioner meetings and all Select Committee with a strong recommendation that other County Boards follow the same course of action.



Board of Commissioners
225 West Main Street • Gaylord, Michigan 49735
Phone: 989-731-7520 • Fax: 989-731-7529

March 20, 2020

In keeping with national and statewide recommendations for public health and social distancing due to the Coronavirus (COVID-19), the Otsego County Board of Commissioners has voted to suspend its meetings for a 30-day period, effective April 1 – April 30, 2020.

The suspended meetings include Board of Commissioner meetings and meetings of its Select Committees (Budget and Finance, Criminal Justice Coordinating, and Personnel Committees).

We apologize for any inconvenience to the public, but our highest priority is the well-being of our community and preventing the spread of this disease.

While Otsego County buildings are closed to the public, county staff is still working, and county operations still continue. Please contact county departments by using the directory at our main line 989-732-6484, or visit the county website at www.otsegocountymi.gov for online services and additional contact information.

Sincerely,

Ken Borton, Chairman
Otsego County Board of Commissioners



2020

Board of Commissioners

Meeting Schedule

Second and fourth Tuesdays of each month

**(unless noted)*, beginning at 9:30 a.m., in Room 100,
Otsego County Building, 225 West Main Street

January 2 **(Organizational Meeting)*

January 14

January 28

February 11

February 25

March 10

March 20 ****Special Meeting**

~~March 24~~ ****Cancelled**

~~April 14~~ ****Cancelled**

~~April 28~~ ****Cancelled**

May 12

May 26

June 9

June 23

July 14

July 28

August 11

August 25

September 8

September 22

October 13

October 27

November 10

November 24

December 15 **(One Meeting Held This Month)*



2020 Budget and Finance Meeting Schedule

**To be held the third Wednesday of each month at 9:30 a.m. (unless otherwise noted)
in Room 212 of the Otsego County Building
225 W. Main Street, Gaylord, MI 49735**

January 15

February 19

March 18

~~April 15~~ Cancelled

May 20

June 17

July 15

August 19

September 16

September 22*(Workshop)

September 29*(Workshop)

October 6*(Workshop)

October 13*(Workshop)

October 20*(Workshop)

October 21

October 27*(Workshop)

November 3*(Workshop)

November 10*(Workshop)

November 18

December 9*(second Wednesday)

**If you have any questions, please contact the Finance Director, Mel Maier at
(989) 731-7520 for assistance.**

**OTSEGO COUNTY
Board of Commissioners**



EXECUTIVE SUMMARY

AGENDA ITEM: OCR 20-10 Resolution Canceling the May 5, 2020 Special Election	AGENDA DATE: March 20, 2020
AGENDA PLACEMENT: Committee Reports A. Budget & Finance Committee Recommendations, Item 8.	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): Rachel Frisch, County Administrator	ATTORNEY REVIEW: Yes

BACKGROUND/DISCUSSION:

In keeping with national and statewide recommendations for public health and safety as they relate to areas of public gatherings, the Budget and Finance Committee has reviewed and recommends for approval of OCR 20-010 canceling the Special Election on May 5, 2020. (The Johannesburg-Lewiston School District has voted to withdraw from the May 5th election as well.)

RECOMMENDATION:

The Budget and Finance Committee requests approval of OCR 20-10 cancelling the Special Election on May 5, 2020.

**COUNTY OF OTSEGO RESOLUTION OCR20-10
CANCELLING A SPECIAL ELECTION
FOR THE PURPOSE OF SUBMITTING TO THE OTSEGO COUNTY ELECTORS
A QUESTION OF WHETHER THE COUNTY MAY LEVY 1.95 MILLS FOR TWENTY
(20) YEARS, BEGINNING WITH THE DECEMBER 1, 2020 TAX LEVY
FOR THE PURPOSE OF CONSTRUCTING, OPERATING, EQUIPPING AND
FURNISHING A NEW OTSEGO COUNTY JUSTICE COMPLEX**

At a board meeting of the Board of Commissioners of the County of Otsego, Michigan, held on the ___ day of March, 2020, at _____.m., Eastern Time, in Room 100 at the Otsego County Building, 225 West Main St., Gaylord, Michigan there were:

PRESENT: _____

ABSENT: _____

The following preambles and resolution were offered by _____ and seconded by_____.

WHEREAS, on January 28, 2020 the Otsego County Board of Commissioners adopted a Resolution to call a special election for Tuesday, May 5, 2020 (the "Special Election") to submit a millage proposition to the electors of Otsego County; and

WHEREAS, the Otsego County Clerk has received a request from the Michigan Secretary of State asking that all Clerks contact any local entity that has placed a question on the ballot for a May 5, Special Elections be requested to withdraw that request and place it on the ballot for the August 4, 2020 Primary.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OTSEGO, STATE OF MICHIGAN, as follows:

1. The County hereby rescinds its request to the electors residing within the boundaries of the County of Otsego to submit the millage proposition at a Special Election on Tuesday, May 5, 2020.
2. The County Clerk is requested to cause a Notice of the cancellation of the Special Election in May since all other propositions to be presented have been moved to August..
3. The Otsego County Clerk shall take all actions required by law to cancel the Special Election on May 5, 2020.

**COUNTY OF OTSEGO RESOLUTION OCR 20-04
CALLING A SPECIAL ELECTION
FOR THE PURPOSE OF SUBMITTING TO THE OTSEGO COUNTY ELECTORS A
QUESTION OF WHETHER THE COUNTY MAY LEVY 1.95 MILLS FOR TWENTY
(20) YEARS, BEGINNING WITH THE DECEMBER 1, 2020 TAX LEVY
FOR THE PURPOSE OF CONSTRUCTING, OPERATING, EQUIPPING AND
FURNISHING A NEW OTSEGO COUNTY JUSTICE COMPLEX**

At a board meeting of the Board of Commissioners of the County of Otsego, Michigan, held on the 28th day of January, 2020, at 9:30 a.m., Eastern Time, in Room 100 at the Otsego County Building, 225 West Main St., Gaylord, Michigan there were:

PRESENT: JULIE POWERS, HENRY MASON, PAUL LISS, DUANE SWITALSKI,
ROB PALLARITO, KEN GLASSER, DOUG JOHNSON, KEN BORTON, BRUCE BROWN.

ABSENT: NONE.

The following preambles and resolutions were offered by GLASSER and seconded by PALLARITO

WHEREAS, the County of Otsego, Michigan (the "County") has deemed it necessary to construct, operate, furnish and equip a new Otsego County Justice Complex (the "Project"); and

WHEREAS, to finance such Project it will be necessary to levy a millage of 1.95 mills for 20 years; and

WHEREAS, based on estimates and projections, the Otsego County Board of Commissioners has determined that it will be necessary to submit a millage proposition to County voters for approval of a millage to cover the costs of constructing, furnishing, equipping and operating the Project; and

WHEREAS, the Otsego County Board of Commissioners desires to call a special election for Tuesday, May 5, 2020 (the "Special Election") to submit the millage proposition to the electors of Otsego County.

WHEREAS, the County Clerk must publish a Notice of the last day of Registration and a Notice of Proposal to be submitted at the Special Election which must include the final language of the millage proposition; and

WHEREAS, the County Board of Commissioners desires to approve the language of such millage proposition and authorize the County Clerk to proceed with the necessary notices for such Special Election.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OTSEGO, STATE OF MICHIGAN, as follows:

1. The County shall submit to the electors residing within the boundaries of the County of Otsego the millage proposition set forth in paragraph 3 below at the Special Election on Tuesday, May 5, 2020.
2. The County Clerk shall cause a Notice of Registration and a Notice of Proposal to be submitted at the Special Election to be published as required by law.
3. The Board of Commissioners certifies to the County Clerk the following proposition which shall be submitted to the electors of the County of Otsego at the Special Election on Tuesday, May 5, 2020:

**A PROPOSAL TO LEVY A NEW MILLAGE OF 1.95
MILLS TO CONSTRUCT, OPERATE, FURNISH AND EQUIP
THE NEW OTSEGO COUNTY JUSTICE COMPLEX**

For the purpose of providing funds to construct, operate, furnish and equip the Otsego County Justice Complex, shall the constitutional tax rate limitation on general ad valorem taxes upon all property within the County of Otsego, Michigan, be increased by up to 1.95 Mills (\$1.95 per \$1,000 of taxable value), for a period of twenty (20) years, 2020 through 2039, both inclusive.

If approved and levied in full, this millage will raise an estimated \$2,539,609 in the first calendar year of the levy based on taxable value. By law, the City of Gaylord Downtown Development Authority (DDA) may capture and retain only that portion of the millage which is collected from the properties located within the defined DDA District boundaries.

4. The Otsego County Clerk shall take all actions required by law to call the Special Election on May 5, 2020.
5. The Special Election shall be held in accordance with the General Election Laws of the State of Michigan.
6. The proposition to be voted in the ballot to be used in the Special Election for the purpose of submitting the foregoing proposition to electors shall be substantially in the form set forth in Appendix A.
7. The County Clerk is authorized to take whatever action is necessary under the Election Laws of the State of Michigan to notify electors of the County of Otsego of the proposition being submitted at the May 5, 2020 Special Election and of the last day of registration therefore. The Clerk shall cause appropriate registration and election notices to be published as required by the State Election Law in The Gaylord Herald Times, Gaylord, Michigan a newspaper of general circulation in the County.

8. All resolutions and parts of resolutions in conflict with the foregoing are hereby rescinded.

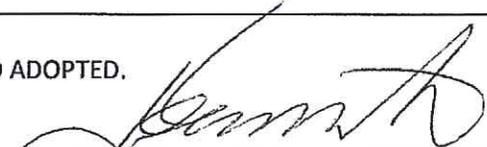
A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES: UNANIMOUS.

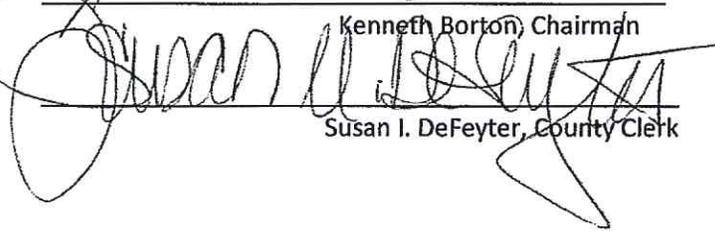
NO: NONE.

ABSTAIN: NONE.

THE RESOLUTION WAS DECLARED ADOPTED.



Kenneth Borton, Chairman



Susan I. DeFeyter, County Clerk

STATE OF MICHIGAN)

)ss.

COUNTY OF OTSEGO)

The undersigned, being the duly qualified and acting Clerk of the County of Otsego, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the County of Otsego Board of Commissioners of the County of Otsego at its meeting held on the 28th day of January, 2020, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that minutes of such meeting were kept and will be or have been made available as required thereby.

Clerk, County of Otsego

DATED: _____, 2020

APPENDIX A

REQUEST FOR PROPOSAL

**A PROPOSAL TO LEVY A NEW MILLAGE OF 1.95
MILLS TO CONSTRUCT, OPERATE, FURNISH AND EQUIP
THE NEW OTSEGO COUNTY JUSTICE COMPLEX**

For the purpose of providing funds to construct, operate, furnish and equip the Otsego County Justice Complex, shall the constitutional tax rate limitation on general ad valorem taxes upon all property within the County of Otsego, Michigan, be increased by up to 1.95 Mills (\$1.95 per \$1,000 of taxable value), for a period of twenty (20) years, 2020 through 2039, both inclusive.

If approved and levied in full, this millage will raise an estimated \$2,539,609 in the first calendar year of the levy based on taxable value. By law, the City of Gaylord Downtown Development Authority (DDA) may capture and retain only that portion of the millage which is collected from the properties located within the defined DDA District boundaries.

YES []

NO []

Johannesburg-Lewiston Area Schools, Otsego, Montmorency and Oscoda Counties, Michigan (the "District")

A special meeting of the board of education of the District (the "Board") was held in the Lewiston School Library, within the boundaries of the District, on the 19th day of March, 2020, at 9:03 o'clock in the a.m.

The meeting was called to order by Scott Mathewson, President.

Present: Members Ursula Owens, Wendy Huston, Scott Mathewson, Linc Campbell, Michael Vogt

Absent: Members Frank Claeys, Nancy Kussrow

The following preamble and resolution were offered by Member Campbell and supported by Member Vogt:

WHEREAS:

1. Pursuant to a resolution adopted by this Board on February 6, 2020 (the "Prior Resolution"), the Board determined to submit a proposition at a special election to be held on Tuesday, May 5, 2020; and

2. The Board now desires to rescind the Prior Resolution, withdraw the proposition from the May 5, 2020 special election, and authorize certain school officials to take necessary and reasonable actions to effectuate the withdrawal of the proposition from that election.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Prior Resolution is hereby rescinded.

2. This Board hereby withdraws the proposition from the May 5, 2020 special election.

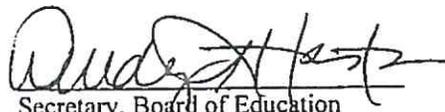
3. The Superintendent of Schools or the Secretary of this Board, or a designee thereof, is hereby authorized and directed to file a copy of this resolution with the election coordinator or coordinators designated to conduct elections within the District (the "Election Coordinator") and, if necessary, with any Election Clerk or clerks designated to conduct elections within the District within the timeframe and by the method identified by the Election Coordinator. Further, the Superintendent of Schools, the President, Vice President, Secretary or Treasurer of the Board, or a designee thereof, is authorized to take any necessary and reasonable actions to effectuate the withdrawal of the proposition from the May 5, 2020 special election.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

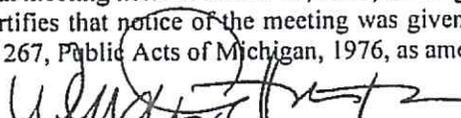
Ayes: Members Owens, Huston, Mathewson, Campbell, Vogt

Nays: Members None

Resolution declared adopted.


Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Johannesburg-Lewiston Area Schools, Otsego, Montmorency and Oscoda Counties, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a Special meeting held on March 19, 2020, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).


Secretary, Board of Education

MFH/baf

OTSEGO COUNTY
Board of Commissioners



EXECUTIVE SUMMARY

AGENDA ITEM: OCR 20-11 Otsego County Justice Complex Primary Election August 4, 2020	AGENDA DATE: March 20, 2020
AGENDA PLACEMENT: Committee Reports B. Budget & Finance Committee Recommendations, Item 9.	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): Rachel Frisch, County Administrator	ATTORNEY REVIEW: Yes

BACKGROUND/DISCUSSION:

The Budget and Finance Committee reviewed and recommends for approval OCR 20-11, Asking Otsego County electors a question of whether the County may levy 1.95 mills for 20 years, beginning with the December 1, 2020 tax levy, for the purpose of constructing, operating, equipping and furnishing a new Otsego County Justice Complex at the August 4, 2020 Primary Election.

RECOMMENDATION:

The Budget and Finance Committee requests Board approval for the Otsego County's proposed millage resolution OCR-20-11 and ballot language for the August 2020 ballot.

**COUNTY OF OTSEGO RESOLUTION OCR 20-11
FOR THE PURPOSE OF SUBMITTING TO THE OTSEGO COUNTY ELECTORS AT
THE PRIMARY ELECTION TO BE HELD ON AUGUST 4, 2020
A QUESTION OF WHETHER THE COUNTY MAY LEVY 1.95 MILLS FOR TWENTY
(20) YEARS, BEGINNING WITH THE DECEMBER 1, 2020 TAX LEVY
FOR THE PURPOSE OF CONSTRUCTING, OPERATING, EQUIPPING AND
FURNISHING A NEW OTSEGO COUNTY JUSTICE COMPLEX**

At a board meeting of the Board of Commissioners of the County of Otsego, Michigan, held on the 20th day of March, 2020, at 9:30a.m., Eastern Time, in Room 100 at the Otsego County Building, 225 West Main St., Gaylord, Michigan there were:

PRESENT: _____

ABSENT: _____

The following preambles and resolution were offered by _____ and seconded by _____.

WHEREAS, the County of Otsego, Michigan (the "County") has deemed it necessary to construct, operate, furnish and equip a new Otsego County Justice Complex (the "Project"); and

WHEREAS, to finance such Project it will be necessary to levy an additional millage of 1.95 mills for 20 years; and

WHEREAS, based on estimates and projections, the Otsego County Board of Commissioners has determined that it will be necessary to submit a millage proposition to County voters for approval of a millage to cover the costs of constructing, furnishing, equipping and operating the Project at the regular Primary Election to be held on August 4, 2020; and

WHEREAS, the County Clerk must publish a Notice of the last day of Registration and a Notice of Proposal to be submitted at the Primary Election which must include the final language of the millage proposition; and

WHEREAS, the County Board of Commissioners desires to approve the language of such millage proposition and authorize the County Clerk to proceed with the necessary notices for submitting such proposition to the County voters at the August 4, 2020 Primary Election.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF OTSEGO, STATE OF MICHIGAN, as follows:

1. The County shall submit to the electors residing within the boundaries of the County of Otsego the millage proposition set forth in paragraph 3 below at a Primary Election on Tuesday, August 4, 2020.
2. The County Clerk shall cause a Notice of Registration and a Notice of Proposal to be submitted at the Primary Election to be published as required by law.
3. The Board of Commissioners certifies to the County Clerk the following proposition which shall be submitted to the electors of the County of Otsego at a Primary Election on Tuesday, August 4, 2020:

A PROPOSAL TO LEVY A NEW MILLAGE OF 1.95 MILLS TO CONSTRUCT, OPERATE, FURNISH AND EQUIP THE NEW OTSEGO COUNTY PUBLIC JUSTICE COMPLEX

For the purpose of providing funds to construct, operate, furnish and equip the Otsego County Justice Complex, shall the constitutional tax rate limitation on general ad valorem upon all property within the County of Otsego, Michigan, be increased by up to 1.95 Mills (\$1.95 per \$1,000 of taxable value), for a period of twenty (20) years 2020 through 2039, both inclusive

If approved and levied in full, this millage will raise an estimated \$2,539,609 in the first calendar year of the levy based on taxable value. By law, the City of Gaylord Downtown Development Authority (DDA) may capture and retain only that portion of the millage which is collected from the properties located within the defined DDA District boundaries.

4. The Otsego County Clerk shall take all actions required by law to submit this proposal to the voters at the Primary Election on August 4, 2020.
5. The proposition to be voted in the ballot to be used in the August 4, 2020 Primary Election for the purpose of submitting the foregoing proposition to electors shall be substantially in the form set forth in Appendix A.
6. The County Clerk is authorized to take whatever action is necessary under the Election Laws of the State of Michigan to notify electors of the County of Otsego of the proposition being submitted at the August 4, 2020 Primary Election and of the last day of registration therefore. The Clerk shall cause appropriate registration and election notices to be published as required by the State Election Law in The Gaylord Herald Times, Gaylord, Michigan a newspaper of general circulation in the County.

APPENDIX A

PROPOSAL

**A PROPOSAL TO LEVY A NEW MILLAGE OF 1.95
MILLS TO CONSTRUCT, OPERATE, FURNISH AND EQUIP
THE NEW OTSEGO COUNTY PUBLIC SAFETY COMPLEX**

For the purpose of providing funds to construct, operate, furnish and equip the Otsego County Justice Complex, shall the constitutional tax rate limitation on general ad valorem taxes upon all property within the County of Otsego, Michigan, be increased by up to 1.95 Mills (\$1.95 per \$1,000 of taxable value), for a period of twenty (20) years, 2020 through 2039, both inclusive.

If approved and levied in full, this millage will raise an estimated \$2,539,609 in the first calendar year of the levy based on taxable value. By law, the City of Gaylord Downtown Development Authority (DDA) may capture and retain only that portion of the millage which is collected from the properties located within the defined DDA District Boundaries.

YES []

NO []

OTSEGO COUNTY
Board of Commissioners



EXECUTIVE SUMMARY

AGENDA ITEM: March 17, 2020 Warrant	AGENDA DATE: March 20, 2020
AGENDA PLACEMENT: New Business, A. Financials, Item 1	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): Mel Maier, Finance Director	ATTORNEY REVIEW: No

BACKGROUND/DISCUSSION:

The County issues a check disbursement report (Warrant) every week for County payables as well as occasional unavoidable supplemental warrants. The following warrant will be on the agenda.

The March 17, 2020 warrant is in the amount of \$374,954.81. Major expenditures in the warrant include:

- \$244,800.00 – The Bank of New York Mellon – UC Bond payment

RECOMMENDATION:

Staff requests approval of the warrant detailed above with a total amount of \$374,954.81 and one void check.

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
 CHECK DATE FROM 03/17/2020 - 03/17/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/17/2020	AP	2760(A)	GAYLORD ARFF INC	APRIL 2020 CONTRACT PAYMENT	281-537-940.010	11,722.13
03/17/2020	AP	2761(A)	MARVIN CARLSON	MEI FEB 2020	101-648-801.020	818.00
		2761(A)		MEI FEB 2020	101-648-930.500	26.24
						844.24
03/17/2020	AP	2762(E)	AMERICAN WASTE	3555801 CENTER GARBAGE BILL	208-752-920.200	82.40
		2762(E)		3552701	212-430-920.410	72.10
		2762(E)		FEB 2020 RECYCLING SERVICES	226-528-940.010-PROG000000	16,249.50
		2762(E)		3553172 MARCH	588-698-940.010	103.00
		2762(E)		TRASH PICK UP	637-265-920.410	375.55
						16,882.55
03/17/2020	AP	2763(E)	CHARTER COMMUNICATIONS	TV INTERNET AND PHONE	281-537-920.410	382.42
		2763(E)		#0005147030620 A# 5147 03/06/20-04/05/20	588-697-930.240	64.97
						447.39
03/17/2020	AP	2764(E)	CONSUMERS ENERGY	MULTIPLE INVOICES AERO DRIVE	281-537-930.620	3,594.02
		2764(E)		MARCH 2020 ENERGY BILL	637-265-930.620-CRTHS00000	3,282.99
						6,877.01
03/17/2020	AP	2765(E)	DE LAGE LANDEN PUBLIC FINANCE	INVOICE 67146002	101-257-920.410	178.12
03/17/2020	AP	2766(E)	DE LAGE LANDEN PUBLIC FINANCE	MARCH 2020 COURT COPY MACHINE LEASE PAYMENT	101-131-920.520	130.99
03/17/2020	AP	2767(E)	DE LAGE LANDEN PUBLIC FINANCE	MARCH 2020 FOC COPY MACHINE LEASE PAYMENT	215-141-920.520	118.58
03/17/2020	AP	2768(E)	DTE ENERGY	256 FAIRVIEW 1/25-2/24 2020	212-430-930.610	671.99
		2768(E)		MULTIPLE INVOICES	281-537-930.610	1,041.75
		2768(E)		910020860953 FEBRUARY	588-697-930.610	1,141.45
		2768(E)		FEB 2020 GAS BILL	637-265-930.610-ALPCT00000	4,442.91
		2768(E)		FEB 2020 GAS BILL	637-265-930.610-CRTHS00000	1,827.24
		2768(E)		FEB 2020 GAS BILL	637-265-930.610-SILLI00000	220.40
						9,345.74
03/17/2020	AP	2769(E)	FIRST BANKCARD	TREASURER ACTIVITY 2/11/20-3/10/20	101-131-930.450	219.30
		2769(E)		TREASURER ACTIVITY 2/11/20-3/10/20	101-131-940.111	191.00
		2769(E)		TREASURER ACTIVITY 2/11/20-3/10/20	101-133-704.400	305.00
		2769(E)		TREASURER ACTIVITY 2/11/20-3/10/20	101-253-726.000	11.75
		2769(E)		TREASURER ACTIVITY 2/11/20-3/10/20	101-301-726.000	21.99
		2769(E)		TREASURER ACTIVITY 2/11/20-3/10/20	205-301-920.410	158.40
		2769(E)		TREASURER ACTIVITY 2/11/20-3/10/20	212-430-726.050	649.99

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
 CHECK DATE FROM 03/17/2020 - 03/17/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
		2769(E)		TREASURER ACTIVITY 2/11/20-3/10/20	256-215-726.000	20.99
		2769(E)		TREASURER ACTIVITY 2/11/20-3/10/20	281-537-930.500	165.85
		2769(E)		TREASURER ACTIVITY 2/11/20-3/10/20	516-253-726.000	11.75
		2769(E)		TREASURER ACTIVITY 2/11/20-3/10/20	593-806-920.410	252.00
		2769(E)		TREASURER ACTIVITY 2/11/20-3/10/20	617-253-726.000	11.75
						2,019.77
03/17/2020	AP	2770(E)	FRONTIER	FEB 2020 PHONE	261-427-930.210	168.60
03/17/2020	AP	2771(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	FEBRUARY 2020 COURT MERS	704-000-231.700	13,913.52
03/17/2020	AP	2772(E)	MUNICIPAL EMPLOYEES RETIREMENT SYST	FEBRUARY 2020 COURT MERS HYBRID DEFINED CONTRUBITION	704-000-231.700	732.39
03/17/2020	AP	2773(E)	PITNEY BOWES	INV 3310744188; ACCT 0011149009, METER LEASE	101-267-930.450	151.72
		2773(E)		INV 3310744188; ACCT 0011149009, METER LEASE	101-267-930.983	151.72
		2773(E)		INV 3310744188; ACCT 0011149009, METER LEASE	101-268-930.450	151.72
		2773(E)		LEASE INVOICE 3310723746	101-864-920.410	455.16
						910.32
03/17/2020	AP	2774(E)	PITNEY BOWES	MAIL EQUIPMENT LEASE PAYMENT - 1ST QUARTER (JAN-MAR 2020)	101-131-920.520	227.58
		2774(E)		MAIL EQUIPMENT LEASE PAYMENT - 1ST QUARTER (JAN-MAR 2020)	215-141-920.520	227.58
						455.16
03/17/2020	AP	2775(E)	WEST PAYMENT CENTER	FEBRUARY 2020 FOC SKIP TRACING FEE	215-141-940.010	138.23
03/17/2020	AP	2776(E)	WEST PAYMENT CENTER	FEBRUARY 2020 COURT SKIP TRACING FEE	101-131-940.010	127.59
03/17/2020	AP	80695	123NET	SERVICE FOR 03/01/20-03/31/20	637-265-930.210	1,288.66
03/17/2020	AP	80696	AMALIA HARVEY	DRUG COURT YOGA - 12/10/19, 1/14, 1/28, 2/11, 2/25/20	101-133-940.010	400.00
03/17/2020	AP	80697	ANDERSON, TACKMAN & CO. PLC	AUDIT OF FINANCIAL STATEMENTS YR ENDING 12-31-19	101-223-801.020	622.25
03/17/2020	AP	80698	ARLIN A BRILEY	CANVASS 3-10-20 ELECTION	101-262-703.040	50.00
		80698		CANVASS 3-10-20 ELECTION	101-262-930.500	12.50
						62.50
03/17/2020	AP	80699	BENSON LEDBETTER	BDR LESS 10%	701-000-265.000	450.00
03/17/2020	AP	80700	BRUCE TILLINGER	SERVICES 2-20-20 THRU 3-3-20	249-371-801.027	1,480.00
		80700		SERVICES 2-20-20 THRU 3-3-20	249-371-801.028	720.00
						2,200.00
03/17/2020	AP	80701	BUTKOVICH, SCOTT	REFUND FOR OVERPMT MADE ON 2019 TX YR FOR PARCEL# 011-67:516-030-694.000		580.59

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
 CHECK DATE FROM 03/17/2020 - 03/17/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/17/2020	AP	80702	CARLEY PRICE	BDR	701-000-265.000	432.00
03/17/2020	AP	80703	CATHOLIC HUMAN SERVICES INC	FEBRUARY 2020 MENTAL HEALTH COUNSELING	101-133-940.010	45.00
03/17/2020	AP	80704	CHARLES GIBSON FOREMAN	2-25-20 JURY SERVICE	101-145-930.930	51.00
03/17/2020	AP	80705	CYNTHIA GRAHAM SCHRADER	FEBRUARY 2020 JUVENILE IN HOME CARE SPECIALIST	292-662-940.010	2,242.59
03/17/2020	AP	80706	DANIEL PHILLIPS	MEI FEB 2020	101-648-801.020	324.00
03/17/2020	AP	80707	DEANNA BONDAR	COUNTY BURIAL ALLOWANCE, VETERAN	101-681-930.960	300.00
03/17/2020	AP	80708	DENISE PALLARITO	CANVASS 3-10-20 ELECTION	101-262-703.040	50.00
		80708		CANVASS 3-10-20 ELECTION	101-262-930.500	14.00
						64.00
03/17/2020	AP	80709	DIANE HALL	BDR LESS 10%		** VOIDED **
03/17/2020	AP	80710	DUNNS	COPIER MAINTENANCE	101-864-726.000	265.44
03/17/2020	AP	80711	ELECTION SOURCE	APPLICATIONS TO VOTE FOR PRESIDENTIAL PRIMARY	101-262-726.000	20.00
03/17/2020	AP	80712	ELI ELECTRIC LLC	SERVICES 2-21-20 THRU 3-5-20	249-371-801.026	560.00
03/17/2020	AP	80713	EMPIRIC SOLUTIONS INC	CONTRACT SERVICES APR 2020	101-228-801.030	6,246.24
		80713		CONTRACT SERVICES APR 2020	205-301-801.030	94.64
		80713		CONTRACT SERVICES APR 2020	208-751-801.030	141.96
		80713		CONTRACT SERVICES APR 2020	208-752-801.030	141.96
		80713		CONTRACT SERVICES APR 2020	212-430-801.030	283.92
		80713		APRIL 2020 COMPASS MANAGEMENT FEE	215-141-801.020	379.00
		80713		CONTRACT SERVICES APR 2020	232-690-801.030	94.64
		80713		CONTRACT SERVICES APR 2020	249-371-801.030	757.12
		80713		CONTRACT SERVICES APR 2020	261-427-801.030	94.64
		80713		CONTRACT SERVICES APR 2020	281-537-801.030	189.28
		80713		CONTRACT SERVICES APR 2020	516-253-801.030	189.28
		80713		CONTRACT SERVICES APR 2020	588-697-801.030	378.56
		80713		CONTRACT SERVICES APR 2020	594-806-940.010	1,837.00
		80713		CONTRACT SERVICES APR 2020	617-253-801.030	189.28
		80713		CONTRACT SERVICES APR 2020	618-447-801.030	189.28
		80713		CONTRACT SERVICES APR 2020	637-265-801.030	94.64
		80713		CONTRACT SERVICES APR 2020	645-172-801.030	189.28
		80713		CONTRACT SERVICES APR 2020	645-201-801.030	94.64
		80713		CONTRACT SERVICES APR 2020	645-270-801.030	94.64
						11,680.00

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
 CHECK DATE FROM 03/17/2020 - 03/17/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/17/2020	AP	80714	GARY THOMAS MATELSKI	2-25-20 JURY SERVICE	101-145-930.930	53.80
03/17/2020	AP	80715	HOME DEPOT CREDIT SERVICES	6035322024932174 FEB	212-430-726.050	927.18
03/17/2020	AP	80716	HOWARD L SHIFMAN PC	LEGAL SERVICES THROUGH 2/29/20	280-270-801.020	121.50
		80716		LEGAL SERVICES THROUGH 2/29/20	280-270-801.020-BUS0000000	378.00
						<u>499.50</u>
03/17/2020	AP	80717	JAIME LYNN BOBINAC	2-25-20 JURY SERVICE	101-145-930.930	49.00
03/17/2020	AP	80718	JEANETTE SAYRE	FEBRUARY 2020 JUVENILE ART THERAPY	292-662-940.010	2,460.00
03/17/2020	AP	80719	JILL CHRISTINE FETTIG	2-25-20 JURY SERVICE	101-145-930.930	48.60
03/17/2020	AP	80720	JOANNE PHILLIPS	2-25-20 JURY SERVICE	101-145-930.930	47.00
03/17/2020	AP	80721	JOHNSON OIL COMPANY	CL41778 FUEL	588-699-930.660	6,156.69
03/17/2020	AP	80722	JUSTIN HOLZSCHU	MEI FEB 2020	101-648-801.020	770.00
		80722		MEI FEB 2020	101-648-930.500	35.08
						<u>805.08</u>
03/17/2020	AP	80723	KEVAN D FLORY	HO-0812-000001 STATUS INSPECTION 03/06/2020	233-691-940.010	100.00
03/17/2020	AP	80724	KIMBERLY ANN TERZANO	2-25-20 JURY SERVICE	101-145-930.930	47.40
03/17/2020	AP	80725	KRISTA ALLEN	BDR LESS 10%	701-000-265.000	180.00
03/17/2020	AP	80726	LARRY A CORELL	CANVASS 3-10-20 ELECTION	101-262-703.040	50.00
		80726		CANVASS 3-10-20 ELECTION	101-262-930.500	0.50
						<u>50.50</u>
03/17/2020	AP	80727	LISA YATS	BOND REFUND LESS 10%	701-000-265.000	180.00
03/17/2020	AP	80728	LIVINGSTON TOWNSHIP TREAS	OVERPAID ON DISBURSEMENT	701-000-226.001	48.51
03/17/2020	AP	80729	LOREEN BELLE KEETH	2-25-20 JURY SERVICE	101-145-930.930	53.00
03/17/2020	AP	80730	MARGARET ANNE CHARBONEAU	2-25-20 JURY SERVICE	101-145-930.930	49.00
03/17/2020	AP	80731	MARLENE MARIE HOUGH	2-25-20 JURY SERVICE	101-145-930.930	47.00
03/17/2020	AP	80732	MATTHEW G. DALSON	2-25-20 JURY SERVICE	101-145-930.930	49.00
03/17/2020	AP	80733	MAXIMUM SECURITY	MONITOR MAIN HOUSE, HILLTOP HOUSE	209-751-726.000	575.82
03/17/2020	AP	80734	MELINDA MARIE FLEMING	2-25-20 JURY SERVICE	101-145-930.930	51.40

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
 CHECK DATE FROM 03/17/2020 - 03/17/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/17/2020	AP	80735	MICHAEL MCDUGALL	BDR LESS 10 %	701-000-265.000	90.00
03/17/2020	AP	80736	MICHIGAN STATE POLICE BFS-CASHIERS	LEIN AVPN 3 WAY LINE 1/1/20 TO 3/31/20	101-132-930.240	1,765.00
03/17/2020	AP	80737	NORTHERN MICHIGAN REVIEW	PRESIDENTIAL PRIMARY ELECTION NOTICE, REGISTRATION, ACCUR	101-262-726.000	649.82
03/17/2020	AP	80738	OTSEGO COUNTY BUS SYSTEM	FEBRUARY 2020 DRUG COURT BUS	101-133-930.500	60.00
03/17/2020	AP	80739	OTSEGO COUNTY CLERKS OFFICE	BDU \$20	701-000-265.000	2,018.00
03/17/2020	AP	80740	OTSEGO COUNTY EMS	EMERGENCY MGMT CONTRACT 1ST QTR 2020	101-427-940.010	7,500.00
		80740		EMERGENCY MGMT CONTRACT 1ST QTR 2020	101-648-930.240	300.00
						7,800.00
03/17/2020	AP	80741	OTSEGO COUNTY FRIEND OF COURT	LUBE, FOC CASH PERFORMANCE BOND	701-000-265.000	600.00
03/17/2020	AP	80742	OTSEGO COUNTY FRIEND OF COURT	10-13596, FOC CASH PERFORMANCE BONDS	701-000-265.000	4,100.00
03/17/2020	AP	80743	OTSEGO COUNTY JUDICIAL SYSTEM	3/4/2020 HRAA REIMBURSEMENT CHEK REGISTER	101-131-704.110	59.80
		80743		3/4/2020 HRAA REIMBURSEMENT CHEK REGISTER	292-662-704.110	29.81
						89.61
03/17/2020	AP	80744	OTSEGO COUNTY SHERIFF DEPT	FEBRUARY 2020 DRUG COURT DRUG TESTING	101-133-940.010	2,880.00
03/17/2020	AP	80745	OTSEGO COUNTY TREASURER	REFUND FOR OVERPMT MADE ON 2018 TX YR FOR PARCEL #011-440 516-000-214.000		93.11
03/17/2020	AP	80746	OTSEGO COUNTY TREASURER	REFUND FOR OVERPMT MADE ON 2018 TAX YR FOR PARCEL#042-00 516-000-214.000		33.43
03/17/2020	AP	80747	PROTECTION ONE	3/28/20 TO 4/27/20 ADMIN & PA WING MONITORING	101-131-940.010	91.90
		80747		3/28/20 TO 4/27/20 ADMIN & PA WING MONITORING	101-267-920.410	26.81
		80747		3/28/20 TO 4/27/20 ADMIN & PA WING MONITORING	101-267-930.983	3.83
		80747		3/28/20 TO 4/27/20 FOC WING MONITORING	215-141-940.010	49.01
						171.55
03/17/2020	AP	80748	REDWOOD TOXICOLOGY LABORATORY INC	FEBRUARY 2020 DRUG COURT DRUG TESTING	205-301-920.410	47.40
03/17/2020	AP	80749	ROGER FAGERLIE JR	SERVICES 3-5-20 THRU 3-11-20	249-371-801.026	1,080.00
03/17/2020	AP	80750	ROSCOMMON COUNTY	18-39-DL PLACEMENT 2/11/20 TO 2/21/20	292-662-930.810	1,680.00
03/17/2020	AP	80751	SARAH LYNN PIGG	2-25-20 JURY SERVICE	101-145-930.930	50.20
03/17/2020	AP	80752	SHARON KWAPIS	COMMUNITY GIVING	701-000-230.001	1,156.52
03/17/2020	AP	80753	SMART START MICHIGAN	19-084-DL TETHER 2/1/20 TO 2/6/20	292-662-940.010	51.00
03/17/2020	AP	80754	STATE OF MICHIGAN	2018 MDOC OVERPAYMENT RE-IMBURSEMENT	101-351-676.060	4,200.00

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
 CHECK DATE FROM 03/17/2020 - 03/17/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/17/2020	AP	80755	THE BANK OF NEW YORK MELLON	UC BOND PAYMENT #1 2020	569-906-990.100	240,000.00
		80755		UC BOND PAYMENT #1 2020	569-906-990.200	4,800.00
						244,800.00
03/17/2020	AP	80756	TIMOTHYS PUB	JURY MEALS	101-145-930.500	193.83
03/17/2020	AP	80757	VERIZON CONNECT NWF INC	OSV000002043807	212-430-920.410	37.90
03/17/2020	AP	80758	VERIZON WIRELESS	283104123-00001 - FEBRUARY 2020	101-131-930.210	38.92
03/17/2020	AP	80759	VICKY O RIGNEY	CANVASS 3-10-2020 ELECTION	101-262-703.040	50.00
		80759		CANVASS 3-10-2020 ELECTION	101-262-930.500	7.00
						57.00
03/17/2020	AP	80760	WALMART COMMUNITY GEMB	OC ANIMAL CONTROL FEB 2020	212-430-726.000	762.00
03/17/2020	AP	80761	WILLIAM ROBERT OSEN	2-25-20 JURY SERVICE	101-145-930.930	48.20
03/17/2020	AP	80762	WINN TELECOM	989-705-1786 MARCH	588-697-930.210	222.48
03/17/2020	AP	80763	WMJZ EAGLE 101.5	INV #1710-2, VETERANS RADIO ADVERTISEMENT MARKETING 02/0121	101-682-930.300	100.00
03/17/2020	AP	80764	DALE J. SMITH BROKER, INC	DELINQUENT RENT, VETERAN #02-2020	293-689-930.999	1,000.00
TOTAL - ALL FUNDS				TOTAL OF 87 CHECKS (1 voided)		374,954.81

OTSEGO COUNTY
Board of Commissioners



EXECUTIVE SUMMARY

AGENDA ITEM: March 24, 2020 Warrant	AGENDA DATE: March 20, 2020
AGENDA PLACEMENT: New Business, A. Financials, Item 2	ACTION REQUESTED: Motion to Approve
STAFF CONTACT(S): Mel Maier, Finance Director	ATTORNEY REVIEW: No

BACKGROUND/DISCUSSION:

The County issues a check disbursement report (Warrant) every week for County payables as well as occasional unavoidable supplemental warrants. The following warrant will be on the agenda.

The March 24, 2020 warrant is in the amount of \$316,827.15. Major expenditures in the warrant include:

- \$68,067.34 – Blue Care Network – April 2020 premium
- \$59,426.20 – Gaylord ARFF – 2nd quarter building & grounds contract
- \$53,250.75 – Story Roofing Company Inc. – Bus roof balance

RECOMMENDATION:

Staff requests approval of the warrant detailed above with a total amount of \$316,827.15.

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
 CHECK DATE FROM 03/24/2020 - 03/24/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/24/2020	AP	2777(E)	AVFUEL CORPORATION	MARCH 2020 JET FUEL	281-537-930.664	14,052.28
03/24/2020	AP	2778(E)	BLUE CARE NETWORK-EFT	BCN APRIL 2020	647-851-704.110	68,067.34
03/24/2020	AP	2779(E)	BLUE CROSS BLUE SHIELD OF MICHIGAN	GROUP 007041908710 04/01/20 TO 04/30/20	647-851-704.110	1,968.80
03/24/2020	AP	2780(E)	CENTURY LINK	A/C 300451601	261-427-930.210	65.20
03/24/2020	AP	2781(E)	CONSUMERS ENERGY	103033851678/103033851702	208-751-930.620	221.48
		2781(E)		20186092820 CENTER ELECTRIC BILL	208-752-930.620	517.49
		2781(E)		MARCH ENERGY BILL	637-265-930.620-ALPCT00000	4,744.39
						5,483.36
03/24/2020	AP	2782(E)	DTE ENERGY	GAS BILL	208-752-930.610	486.71
03/24/2020	AP	2783(E)	FRONTIER	HILLTOP HOUSE PHONE AND INTERNET	209-751-726.000	64.40
		2783(E)		HILLTOP HOUSE PHONE AND INTERNET	209-751-930.210	64.40
		2783(E)		A/C 989-732-2373-030804-5	261-427-930.210	53.69
						182.49
03/24/2020	AP	2784(E)	GORDON FOOD SERVICES - EFT	KITCHEN/JAIL/WORK CAMP/INMATE R&B	101-351-726.025	426.78
		2784(E)		KITCHEN/JAIL/WORK CAMP/INMATE R&B	101-351-726.030	114.13
		2784(E)		KITCHEN/JAIL/WORK CAMP/INMATE R&B	101-351-930.700	2,106.27
		2784(E)		KITCHEN/JAIL/WORK CAMP/INMATE R&B	205-301-726.000	24.98
						2,672.16
03/24/2020	AP	2785(E)	PITNEY BOWES	ACCT 0017176804; INV 1015160414; METER CLEAN KIT	101-267-726.000	196.48
		2785(E)		ACCT 0017176804; INV 1015160414; METER CLEAN KIT	101-267-930.983	196.47
		2785(E)		ACCT 0017176804; INV 1015160414; METER CLEAN KIT	101-268-726.000	196.48
						589.43
03/24/2020	AP	2786(E)	STATE OF MICHIGAN	ACTIVATION 63 RADIOS 3/6/20-3/9/20	261-901-970.435	15,750.00
03/24/2020	AP	2787(E)	WEST PAYMENT CENTER	2020 MI RULES OF COURT STATE & FEDERAL	101-131-726.200	563.00
03/24/2020	AP	2788(A)	CDW GOVERNMENT INC	MS OFFICE 2019 STANDARD - QUOTE LGGG246	208-901-970.435	579.02
		2788(A)		APC REPLACEMENT BATTERY - QUOTE LGKC505	281-537-726.000	281.44
						860.46
03/24/2020	AP	2789(A)	GARY GELOW	FEBRUARY 2020 MIDC - CAA EXPENSE	260-131-726.000	75.00
		2789(A)		FEBRUARY 2020 MIDC - CAA EXPENSE	260-131-801.021	6,550.50
						6,625.50
03/24/2020	AP	2790(A)	GAYLORD ARFF INC	BUILDING AND GROUNDS CONTRACT 2ND QTR	637-265-940.010	59,426.20

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
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Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/24/2020	AP	80765	20TH CIRCUIT COURT	19-52-DL PLACEMENT 2/1/20 TO 2/29/20	292-662-930.810	4,785.00
03/24/2020	AP	80766	ABEL M CRUZ	PER DIEM, TRAVEL	208-752-703.040	50.00
		80766		PER DIEM, TRAVEL	208-752-930.500	1.70
						51.70
03/24/2020	AP	80767	AIRGAS USA LLC	INV # 9965548705 RENTAL RENEW	281-537-920.410	112.50
03/24/2020	AP	80768	ALPINE ANIMAL HOSPITAL	FEB 2020	212-430-930.471	377.80
		80768		FEB 2020	212-430-930.980	240.00
						617.80
03/24/2020	AP	80769	AUTO OWNERS INSURANCE CO	RESTITUTION	701-000-271.000	100.00
03/24/2020	AP	80770	AUTO VALUE GAYLORD	259-416774 SHOP TOOL	588-699-726.050	299.99
03/24/2020	AP	80771	BENISTAR HARTFORD - 6795	INVOICE 04012020	647-851-704.110	7,585.94
03/24/2020	AP	80772	BEVERLY ENTERPRISES	RESTITUTION	701-000-271.000	50.00
03/24/2020	AP	80773	BLUE CARE NETWORK	00182055-0001 - APRIL 2020 COURT MEDICAL	101-131-704.110	4,416.87
		80773		00182055-0001 - APRIL 2020 COURT MEDICAL	101-148-704.110	1,287.23
		80773		00182055-0001 - APRIL 2020 COURT MEDICAL	215-141-704.110	5,811.15
		80773		00182055-0001 - APRIL 2020 COURT MEDICAL	292-662-704.110	2,005.84
		80773		00182055-0001 - APRIL 2020 COURT MEDICAL	704-000-231.261	3,380.27
						16,901.36
03/24/2020	AP	80774	BLUEGLOBES LLC	INV # GLR52389 QUARTZ BI PIN	281-537-726.050	319.87
03/24/2020	AP	80775	BRADY'S BUSINESS SYSTEMS	COPIER MAINTENANCE	101-149-726.000	10.67
03/24/2020	AP	80776	CENTURYLINK	PHONE 989-732-6484	261-427-930.210	2.45
03/24/2020	AP	80777	CITIZENS INSURANCE	RESTITUTION	701-000-271.000	80.00
03/24/2020	AP	80778	CLIMATE ENGINEERING, LLC	MULTIPLE INVOICES	281-537-920.400	1,597.24
03/24/2020	AP	80779	COMMUNITY FINANCIAL CREDIT UNION	RESTITUTION	701-000-271.000	59.00
03/24/2020	AP	80780	COMPREENEW	DOCUMENT SHRED	101-101-920.410	35.00
		80780		DOCUMENT SHRED	101-215-920.410	25.00
		80780		DOCUMENT SHRED	101-267-920.410	35.00
		80780		DOCUMENT SHRED	101-301-920.410	35.00
						130.00

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
 CHECK DATE FROM 03/24/2020 - 03/24/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/24/2020	AP	80781	CORECOMM	115039078 - MARCH 2020 COURT INTERNET	101-131-930.210	21.95
03/24/2020	AP	80782	CROSSROADS INDUSTRIES	RESTITUTION	701-000-271.000	300.00
03/24/2020	AP	80783	CUMMINGS, MCCLOREY, DAVIS & ACHO P	LEGAL SERVICES	280-270-801.020	1,906.50
		80783		LEGAL SERVICES	280-270-801.020-ZONING____	1,844.50
						3,751.00
03/24/2020	AP	80784	CURTISS REPORTING CORP	INV 19035; HOUSER TRANS.-EXPEDITED; 3-12-2020	101-267-726.000	67.95
03/24/2020	AP	80785	DAVE BARAGREY	PER DIEM, TRAVEL	208-752-703.040	50.00
		80785		PER DIEM, TRAVEL	208-752-930.500	1.60
						51.60
03/24/2020	AP	80786	DENISE SOCIA	RESTITUTION	701-000-271.000	40.00
03/24/2020	AP	80787	DERMATEC DIRECT	1514327	101-351-726.000	158.99
03/24/2020	AP	80788	DISCOVER CARD	RESTITUTION	701-000-271.000	721.05
03/24/2020	AP	80789	DOMINIQUE TALARICO	1/2 DAY WITN FEE + 34 MILES; PRELIM 20-38148 FY	101-267-930.940	10.90
03/24/2020	AP	80790	DUNNS	DUN-2615 - PENS, LAMINATING SHEETS, CARD STOCK PAPER	101-131-726.000	66.51
		80790		INV 33AR465580; ACCT DUN-406; LARGE ENVELOPES	101-267-726.000	271.75
		80790		33AR451916	101-351-726.000	41.08
		80790		33AR450429	212-430-726.000	224.93
						604.27
03/24/2020	AP	80791	EARTHWORKS ENTERPRISES INC	SNOW REMOVAL FEB 2020	226-528-940.010-PROG000000	1,097.50
03/24/2020	AP	80792	ELI ELECTRIC LLC	SERVICES 2-24-20 THRU 3-12-20	249-371-801.026	1,320.00
03/24/2020	AP	80793	ENGINEERED PROTECTION SYSTEMS INC	INV # A835634 VIDEO SERVICE AGREEMENT	281-537-920.410	293.55
03/24/2020	AP	80794	GALLS INC AN ARAMARK CO	015127732	101-301-726.000	56.91
03/24/2020	AP	80795	GASLIGHT MEDIA	APRIL 2020 INTERNET/WEB HOSTING	101-228-930.240	110.00
		80795		APRIL 2020 INTERNET/WEB HOSTING	594-228-930.240	2,900.00
						3,010.00
03/24/2020	AP	80796	GAYLORD BOWLING CENTER	RESTITUTION	701-000-271.000	20.00
03/24/2020	AP	80797	GAYLORD CITY POLICE DEPT	RESTITUTION	701-000-271.000	200.00
03/24/2020	AP	80798	GAYLORD VETERINARY SERVICES	FEB 2020	212-430-930.471	197.60
		80798		FEB 2020	212-430-930.980	640.00
						837.60

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Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/24/2020	AP	80816	LITTLE TRAVERSE BAY/ ODAWA INDIANS	03/05/2020 RETURNED 26 BLACK TOKENS (\$4.00)	588-401-642.090	104.00
03/24/2020	AP	80817	LUCAS MIDDLETON ATTORNEY AT LAW	TREASURER'S TAX ATTORNEY	516-253-920.410	2,350.00
03/24/2020	AP	80818	MARVAC	MARO92093906 ONLINE AD FEBRUARY	208-751-930.300	60.00
03/24/2020	AP	80819	MATTHEW GREEN	REGHI	701-000-271.000	100.00
03/24/2020	AP	80820	MEYER ACE	27803 FOGGER BOMBS FOR BUSES 54 @4.5; 48 @8.00	588-698-726.025	627.00
		80820		27815 **COUNTY (ADMIN) CLEANING SUPPLIES	588-699-726.051	45.71
						<hr/> 672.71
03/24/2020	AP	80821	MGT OF AMERICA CONSULTING, INC	1ST QTR (JAN-MAR) 2020 DHS-286 BILLINGS & TIME SHEETS	215-141-801.020	1,942.60
03/24/2020	AP	80822	MICHIGAN MUNICIPAL LEAGUE	WEBSITE CLASSIFIED AD	208-751-930.300	101.76
03/24/2020	AP	80823	MID STATES BOLT & SCREW CO	INV # 31701225 PLOW BOLTS	281-537-920.400	50.99
03/24/2020	AP	80824	MIDWEST VETERINARY SUPPLY, INC.	11890066	212-430-726.035	125.81
03/24/2020	AP	80825	MUNSON HEALTHCARE OMH MEDICAL	PREPLACEMENT PHYSICAL	101-267-940.010	65.00
		80825		PREPLACEMENT PHYSICAL	209-751-940.010	65.00
						<hr/> 130.00
03/24/2020	AP	80826	NATE WRIGHT AUTHORIZED MATCO TOOLS	#14853 SHOP	588-699-726.050	131.00
03/24/2020	AP	80827	NATIONAL MEDICAL SERVICES, INC	MEI EXPENSES	101-648-930.920	956.00
03/24/2020	AP	80828	NEW CENTURY SIGNS	50514 HOUR OF OPERATIONS SIGNS, TRUCK DECALS	209-751-726.000	143.00
03/24/2020	AP	80829	NORTH EXCAVATING & ASPHALTING	SNOW REMOVAL FEB 2020	226-528-940.010-PROG000000	905.00
03/24/2020	AP	80830	NORTH POINTE PLUMBING & HEATING	213335	212-430-726.000	750.00
03/24/2020	AP	80831	NORTHERN MI FAMILY SUPPORT COUNCIL	CHILD SUPPORT CONF 5-14-20, TREETOPS	101-268-704.400	30.00
03/24/2020	AP	80832	NORTHERN MICHIGAN REVIEW	2020 0311 NORTHERN MI REV	101-257-930.300	231.25
		80832		181577-3120 ADS	208-752-930.300	821.00
		80832		PUBLIC NOTICES 181571_3120	249-371-930.300	180.38
						<hr/> 1,232.63
03/24/2020	AP	80833	NORTHERN PUMP SERVICE INC	INV # 26310 OPERATOR INSPECTIONS	281-537-920.400	3,151.36
03/24/2020	AP	80834	NORTHERN TANK TRUCK SERVICE	INV # 426005 /85618	281-537-920.400	270.00
03/24/2020	AP	80835	NORTHERN TIMBER PRODUCTS INC	RESTITUTION	701-000-271.000	4,448.28
03/24/2020	AP	80836	NORTHWEST FIRE, LLC	INV # 1862 YRLY SERVICE OF EXTINGUISHERS	281-537-920.410	385.00

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
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Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/24/2020	AP	80837	ODS THE DOOR SPECIALIST	18911 ADJUST PANIC BAR AND PLATE ON BACK DOOR	208-752-726.050	85.00
03/24/2020	AP	80838	OMS COMPLIANCE SERVICES INC	97547 RANDOM DRUG TEST	588-699-940.010	79.25
03/24/2020	AP	80839	OTSEGO COUNTY BUS SYSTEM	2000010334-200010335	101-301-726.050	270.00
		80839		FEBRUARY 2020 JUVENILE BUS	292-662-930.500	153.00
						423.00
03/24/2020	AP	80840	OTSEGO COUNTY EMS	RESTITUTION	701-000-271.000	100.39
03/24/2020	AP	80841	OTSEGO COUNTY JUDICIAL SYSTEM	3/18/20 HRA REIMBURSEMENT CHECK REGISTER	215-141-704.110	22.81
		80841		3/18/20 HRA REIMBURSEMENT CHECK REGISTER	292-662-704.110	20.00
						42.81
03/24/2020	AP	80842	OTSEGO COUNTY JUDICIAL SYSTEM	3/11/20 HRA REIMBURSEMENT CHECK REGISTER	101-131-704.110	1,085.38
		80842		3/11/20 HRA REIMBURSEMENT CHECK REGISTER	215-141-704.110	17.08
		80842		3/11/20 HRA REIMBURSEMENT CHECK REGISTER	292-662-704.110	16.25
						1,118.71
03/24/2020	AP	80843	OTSEGO COUNTY SHERIFF DEPT	WORK CAMP 2/5 & 2/6	101-721-940.010	225.00
03/24/2020	AP	80844	PAK MAIL CENTERS OF AMERICA	COURT OF APPEALS - J-19-055-NA MAILING TO HALL OF JUSTICE	101-131-930.450	15.86
03/24/2020	AP	80845	PANDO LEATHERCRAFT MFG	7268	101-301-726.046	24.00
03/24/2020	AP	80846	PAULA DEMEREST	RESTITUTION	701-000-271.000	50.00
03/24/2020	AP	80847	PRESQUE ISLE ELECTRIC AND GAS CO-OP	GAS BILL	209-751-930.610	297.51
03/24/2020	AP	80848	RANDY STULTS	PER DIEM, TRAVEL	208-752-703.040	50.00
		80848		PER DIEM, TRAVEL	208-752-930.500	10.60
						60.60
03/24/2020	AP	80849	REDWOOD TOXICOLOGY LABORATORY INC	FEBRUARY 2020 JUVENILE DRUG TESTING	292-662-801.030	15.00
03/24/2020	AP	80850	RESERVE ACCOUNT	REIMBURSE METER ACCT 31506793	101-267-930.450	61.70
		80850		REIMBURSE METER ACCT 31506793	101-267-930.983	94.65
		80850		REIMBURSE METER ACCT 31506793	101-268-930.450	69.70
						226.05
03/24/2020	AP	80851	ROGER FAGERLIE JR	SERVICES 3-12-2020 THRU 3-18-2020	249-371-801.026	700.00
03/24/2020	AP	80852	RONALD KORONKA	FEB 2020 SNOW REMOVAL	226-528-940.010-PROG000000	320.00
03/24/2020	AP	80853	ROYAL TRUCK & TRAILER SALES INC	0505P16832 SHOP SUPPLIES	588-699-726.050	24.33

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
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Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/24/2020	AP	80854	SAFETY KLEEN	82274615 SHOP WASHER SOLVENT	588-698-940.010	248.75
03/24/2020	AP	80855	SAGASSER & ASSOCIATES INC	I-22005-1 ACM TEST GYM FLOOR	208-751-726.000	46.69
03/24/2020	AP	80856	SANE	RESTITUTION	701-000-271.000	129.93
03/24/2020	AP	80857	SANE	RESTITUTION	701-000-271.000	37.50
03/24/2020	AP	80858	SCIENTIFIC BRAKE & EQUIPMENT COMPAN	020250722 SHOP MISC.	588-699-726.050	17.08
03/24/2020	AP	80859	SCOTT COURTERIER	PER DIEM, TRAVEL	208-752-703.040	50.00
		80859		PER DIEM, TRAVEL	208-752-930.500	8.50
						<hr/> 58.50
03/24/2020	AP	80860	SHERWIN WILLIAMS	MULTIPLE INVOICES TERMINAL WALL	282-537-726.000	90.54
03/24/2020	AP	80861	STAPLES BUSINESS CREDIT	403654 - INTEROFFICE ENVELOPES	101-131-726.000	78.43
		80861		403654 - TONER, COPY PAPER, CLASP ENVELOPES, BUBBLE MAILER	101-131-940.111	309.17
		80861		SUPPLIES	645-270-726.000	18.86
						<hr/> 406.46
03/24/2020	AP	80862	STATE FARM	RESTITUTION	701-000-271.000	65.00
03/24/2020	AP	80863	STATE OF MICHIGAN	RESTITUTION	701-000-271.000	3,387.31
03/24/2020	AP	80864	STATE OF MICHIGAN DHHS	RESTITUTION	701-000-271.000	40.00
03/24/2020	AP	80865	STORY ROOFING COMPANY, INC.	1108 BALANCE DUE *NEW ROOF	588-901-970.300	53,250.75
03/24/2020	AP	80866	SUSAN B. FLAKNE, GUARDIAN AD LITEM	GUARDIAN REIVEW 2/11/20 TO 2/20/20	101-131-930.830	161.50
03/24/2020	AP	80867	SUSAN M WILDS	18-5489-FC TRANSCRIPTS	260-131-801.021	32.90
03/24/2020	AP	80868	TARGET INFORMATION MANAGEMENT INC	FORMS: DC84, DC100A, MC52	101-131-726.000	322.43
03/24/2020	AP	80869	TELE-RAD	INVOICE 896999	261-901-970.435	435.72
03/24/2020	AP	80870	THOMSON WEST	INV 841923548; ACCT 1000715367; INFO CHGS FEB '20	101-267-726.200	493.93
		80870		INV 841908974; ACCT 1000242483; CLEAR CHGS FEB '20	101-268-726.200	204.99
						<hr/> 698.92
03/24/2020	AP	80871	TIAA COMMERCIAL FINANCE INC	CONTRACT 20365488	101-864-726.000	209.43
03/24/2020	AP	80872	TITLE CHECK LLC	MARCH INSTALLMENT, 2017 TAX FORFEITURE CYCLE INV #2003-33	516-253-920.410	2,310.84
03/24/2020	AP	80873	TONYA CAVERLY	03/12/2020 CDL	588-699-930.600	47.00

CHECK DISBURSEMENT REPORT FOR COUNTY OF OTSEGO
 CHECK DATE FROM 03/24/2020 - 03/24/2020

Check Date	Bank	Check #	Payee	Description	GL #	Amount
03/24/2020	AP	80874	TONYA KLEE-JURCZYK	RESTITUTION	701-000-271.000	60.00
03/24/2020	AP	80875	TRUCK & TRAILER SPECIALITIES	INV # BSO009764 CARBIDE INSERT PLOW	281-537-920.400	1,180.55
03/24/2020	AP	80876	UNIFIRST CORPORATION	CARPET RENTALS MULTIPLE INVOICES	281-537-920.410	110.94
03/24/2020	AP	80877	VERIZON CONNECT NWF INC	MONTHLY SERVICE-FEB	101-301-920.410	86.80
		80877		MONTHLY SERVICE-FEB	101-302-920.410	14.95
		80877		MONTHLY SERVICE-FEB	101-334-920.410	18.95
		80877		MONTHLY SERVICE-FEB	101-351-920.410	11.95
						132.65
03/24/2020	AP	80878	WAGAR MOTOR SALES INC	15612/15190 MULTIPLE INVOICES	281-537-920.400	1,886.84
03/24/2020	AP	80879	WALMART	RESTITUTION	701-000-271.000	50.00
03/24/2020	AP	80880	WALMART	RESTITUTION	701-000-271.000	107.93
03/24/2020	AP	80881	WALMART RESTITUTION RECOVERY	RESTITU = J MELLEN, CASE 19-37324 SM	701-000-299.000	52.94
03/24/2020	AP	80882	WASH N GO MANAGEMENT INC	11881 FEB ANIMAL CONTROL	212-430-920.410	18.00
03/24/2020	AP	80883	WATERS GARAGE & EQUIPMENT LLC	MULLTIPLE INVOICES	281-537-920.400	565.02
03/24/2020	AP	80884	WILLIAM HOLEWINSKI	PER DIEM, TRAVEL	208-752-703.040	50.00
		80884		PER DIEM, TRAVEL	208-752-930.500	3.00
						53.00
03/24/2020	AP	80885	ZAREMBA EQUIPMENT INC	S 128793 BUS #2	588-699-726.050	62.91
			TOTAL - ALL FUNDS	TOTAL OF 135 CHECKS		316,827.15