March 20, 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 Julie Powers, followed by the Pledge of Allegiance led by Melissa FitzGerald.

Roll Call:
Present: Julie Powers, Henry Mason, Duane Switalski, Rob Pallarito, Ken Glasser, Ken Borton, Bruce Brown.
Excused: Paul Liss, Doug Johnson.

Consent Agenda:

Motion by Commissioner Duane Switalski, seconded by Commissioner Henry Mason, to approve the Regular minutes of March 10, 2020 with attachments. Ayes: Unanimous. Motion carried.

Motion by Commissioner Duane Switalski, seconded by Commissioner Henry Mason, to approve the Animal Control Ordinance. Ayes: Unanimous. Motion carried. (see attached)

Committee Reports:
Motion by Commissioner Ken Glasser, seconded by Commissioner Julie Powers, to award the Community Center Gym floor bid to Kuhn Specialty Flooring. Ayes: Unanimous. Motion carried.

Motion by Commissioner Ken Glasser, seconded by Commissioner Julie Powers, to award the bids for Groen equipment as follows:
Lawnmower Ginop Sales, $13,070
Snowblower Ginop Sales, $4,148
Seeder Ginop Sales, $15,164
Field Cultivator Zarembas, $12,675
Ayes: Unanimous. Motion carried.

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito, to approve the fireworks display agreement between Otsego County and Otsego Lake Association. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Henry Mason, to approve the budget amendment using $3,670 of fund balance for Community Center improvements. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito, to approve the COVID-19 related authorizations for employee policies and procedures. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Rob Pallarito, to approve the COVID-19 related update to the accounts payable policy, with the update being reviewed in 30 days. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Julie Powers, to approve 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. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Duane Switalski, to approve OCR 20-10 cancelling the Special Election on May 5, 2020.
Roll Call Vote:
Ayes: Julie Powers, Henry Mason, Duane Switalski, Rob Pallarito, Ken Glasser, Ken Borton, Bruce Brown.
Nays: None.
Excused: Paul Liss, Doug Johnson.
Motion carried/resolution adopted. (see attached)

Motion by Commissioner Ken Glasser, seconded by Commissioner Duane Switalski, to approve OCR-20-11 placing the Otsego County Justice Complex proposal on the ballot for the August 4, 2020 Primary Election.
Roll Call Vote:
Ayes: Julie Powers, Henry Mason, Duane Switalski, Rob Pallarito, Ken Glasser, Ken Borton, Bruce Brown.
Nays: None.
Excused: Paul Liss, Doug Johnson.
Motion carried/resolution adopted. (see attached)

Administrator's Report:
Rachel Frisch thanked first responders, heath care workers, small businesses and staff at the County for all of their hard work during COVID-19.

Special Presentations: None.

Department Head Report: None.

City Liaison, Township & Village Representative: None.

Correspondence: None.

New Business:
Motion by Commissioner Henry Mason, seconded by Commissioner Julie Powers, to approve the March 17, 2020 Warrant in the amount of $374,954.81 and one voided checks. Ayes: Unanimous. Motion carried.

Motion by Commissioner Bruce Brown, seconded by Commissioner Duane Switalski, to approve the March 24, 2020 Warrant in the amount of $316,827.15. Ayes: Unanimous. Motion carried.

Chairman Ken Borton opened up the meeting for public comment.

Board Remarks:
Commissioner Rob Pallarito thanked Staff; attended the Otsego Lake Township meeting, locking building down to the public beginning today, review at the next meeting.

Commissioner Ken Glasser attended the Road Commission meeting, meetings cancelled for 30 days, proceeding with projects; reported on the Library, new assistant Library director hired. Library is closed to the public, currently doing curbside service only; phone conference with Camp Grayling counsel.

Commissioner Bruce Brown had no report.

Commissioner Duane Switalski attended the Chester Township meeting.

Commissioner Julie Powers had no report.

Commissioner Henry Mason had no report.

Commissioner Ken Borton thanked staff.

Meeting adjourned at 10:20 a.m.

_____

Kenneth C. Borton, Chairman

_____

Susan I. DeFeyter, Otsego County Clerk

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

Adopted by the Board of Commissioners: March 23, 2010
Updated by the Board of Commissioners: June 14, 2016

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

01088147-1 Dave Baragrey-President, Scott Courterier-Vice President, Randy Stults-Secretary, Doug Johnson-Otsego Co. Board of Commissioners, Bill Holewinski-Otsego Co. Road Commission, Judith Jarecki-Otsego County Planning Commission, Abel Cruz, Bonny Miller, Justin Wing, Kyle Ryan-Director, Arnie Quay-Coordinator, Keri Swantek-Recording Secretary

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 _____

01088147-1 Dave Baragrey-President, Scott Courterier-Vice President, Randy Stults-Secretary, Doug Johnson-Otsego Co. Board of Commissioners, Bill Holewinski-Otsego Co. Road Commission, Judith Jarecki-Otsego County Planning Commission, Abel Cruz, Bonny Miller, Justin Wing, Kyle Ryan-Director, Arnie Quay-Coordinator, Keri Swantek-Recording Secretary

Wolverine FIREWORKS Display, Inc.
205 West Seidlers Rd. - Kawkawlin, MI 48631
Phone 989.662.0121 - Fax 989.662.0122

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 FIRWORKS 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, Gaylord, 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 Display, Inc.
205 West Seidlers Rd. - Kawkawlin, MI 48631
Phone: 989.662.0121 - Fax: 989.662.0122

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 Irisch Date 1-9-2020

Witness [illegible] Date 1/9/2020

Professional Jennifer Campau Date 1/6/2020

Witness Shirley Cherry Date 1/6/2020

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**

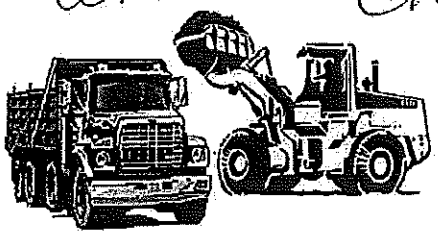
Administrator's Signature **Date**

Finance Department
Entered:
By:

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

Concrete @ C.C.

NORTH CENTRAL EXCAVATING TRUCKING & MASONRY, INC.
OVER 50 YEARS OF SERVICE



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

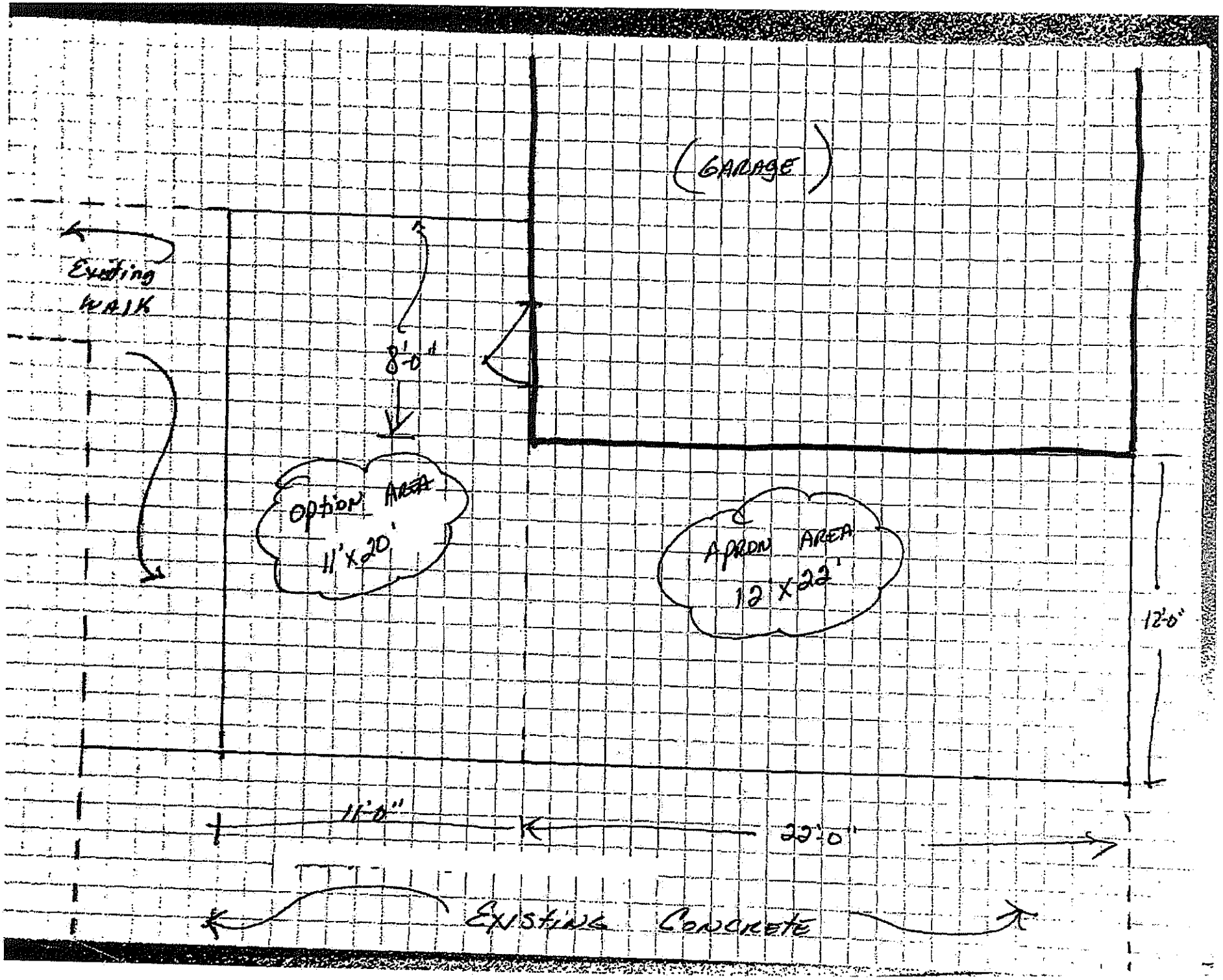
I (we) have read the above Proposal, including the standard terms & conditions, and herby accept this Proposal. You are hereby authorized to begin the work as proposed.

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.


(GARAGE)
Existing WALK
8'-0"
OPTION AREA
11' x 20'
APRON AREA
12' x 22'
12'-0"
11'-0"
22'-0"
Existing Concrete

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

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.

Accounts Payable

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
ESTABLISHED 1875 MICHIGAN

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

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

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)

Otsego COUNTY
ESTABLISHED 1875 MICHIGAN

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.

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.

4. The County Clerk is requested 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 cancellation of the May 5, 2020 Special Election. The Clerk shall cause appropriate 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.

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

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 ____ 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 minutes of such meeting were kept and will be or have been made available as required thereby.

_____
Clerk, County of Otsego

DATED: _____, 2020

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.

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

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 ____ 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 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

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 [ ]