

UPPER PENINSULA ANIMAL WELFARE SHELTER

BOARD OF DIRECTORS MEETING

Wednesday, February 28, 2024 / 6 p.m. / Cliffs-Eagle Mine Community Room

<p>Mission:</p> <p>Our mission is to improve the quality of life and welfare for domestic animals and to provide a safe haven while finding lifelong homes for the animals in our care. We embrace the No Kill* philosophy, seeking to end the euthanasia of healthy and treatable animals.</p>	<p>Vision:</p> <p>A community where there are no homeless, neglected or abused animals, and where everyone understands and practices the level of commitment and responsibility that pet guardianship entails.</p>
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Agenda

1. Call to Order/Attendance
2. Approval of Agenda
3. Mission Moment
4. Public Comment
5. Approval of Minutes
 - a. January 24, 2024 Regular Meeting
6. Unfinished Business
 - a. Jenna Nelson, Marquette County Prosecuting Attorney - Discussion of SB 0657 & 0658
 - b. Report & Recommendation from President RE: SB 0657 & 0658
 - c. Municipal Contracts
 - d. HB 4980 (Telehealth)
7. New Business
 - a. Report & Recommendation from Finance Committee RE: FY2024 Budget Approval
 - b. Report & Recommendation from Finance Committee RE: Reinvest CD
 - c. Report & Recommendation RE: Trademarking
 - d. Proposal from Petoskey Brewing Company
8. Communications
9. President's Report - Written
10. Treasurer's Report - January Financials move to Feb meeting.
11. Shelter Operations Report(s)
 - a. Report from the Shelter Manager
 - b. Stats

12. Committee Reports

- a. Board Development Committee Report (Brian)
- b. Finance Committee Report (Chris) - Report Submitted
- c. Fundraising Committee Report (Lynn) - Report Submitted
- d. Strategic Planning Committee Report (Brian)
- e. Personnel Committee Report (Leslie) - Report Submitted
- f. Policy / Bylaw Committee Report (Leslie) - Did not meet
- g. Ad Hoc Donor Development (Leslie) - Did not meet

13. Public Comment

14. Board Comment

15. Adjournment

Next Board Meeting Date: March 27, 2024, 6 p.m. at the Shelter

**UPPER PENINSULA ANIMAL WELFARE SHELTER
BOARD OF DIRECTORS MEETING
Wednesday, January 24, 2024**

PRESENT: Lynn Andronis, Chris Danik (virtual), Andi Goriesky, Leslie Hurst

ABSENT: Brian Hummel (excused), Carole Touchinski (excused)

STAFF: Sarah Evers (Shelter Manager)

GUESTS: Reva Laituri

1. Call to Order/Attendance: Meeting was called to order at 6:06 pm.
2. Approval of Agenda: *Chris made a motion, seconded by Lynn, to approve the Agenda as presented. Motion passed with unanimous consent.*
3. Mission Moment: **Leslie remarked on the high level of cooperation between our shelter and another shelter exhibited in our recent transfer,** as well as the assistance received from the volunteers who assisted with the driving and the staff who helped the animals get settled in.
4. Public Comment: None.
5. Approval of Minutes:
 - a. December 18, 2023 Regular Meeting – *Lynn made a motion, seconded by Leslie, to accept the Minutes with the following corrections.*
 - i. correct spelling of “Aaron” in 11.a. and “Carole” in “Present”.*Motion passed with unanimous consent.*
6. Unfinished Business:
 - a. Municipal Contracts – Leslie stated that she is in the process of reaching out to the municipalities in the area. She is in an early discussion with the County and offered to forward email correspondence to board if requested. Part of this discussion with the County concerns our charging for reptiles. The County is questioning the charges for these animals. She will send out the revised contract to the remaining municipalities this week. (She is sending via email initially and will determine efficacy.)

INTERRUPTION IN GOOGLE MEETS CONNECTIVITY @ 6:25 pm; MEETING RESUMED 6:31 pm.
 - b. Report & Recommendation from President RE:SB 0657 & 0658 (tabled in Nov, Dec) – Leslie presented copies of SB 657 and 658, which would strengthen the law in abuse/neglect cases where the accused would be required to put up a bond or forfeit the animals. It was determined that we need feedback from our local prosecuting attorney. Leslie will reach out to Hailey and Jenna in the prosecutor’s office and invite them to attend next meeting to hear their opinions. Sarah should obtain feedback from staff. Leslie will forward the legislative bills to Reva as well. After discussion, it was decided to table the final discussion to our February meeting. Members should read the bills and be prepared to discuss and vote next month.

- c. Board Retreat on Feb 3 – Members should review topics and food posted on drive and update, if necessary.

7. New Business

- a. Board Meeting Dates for May - December, 2024 – It had been decided at last month's meeting that the meetings for January, February, March and April would be held on the 4th Wednesday of the month. We would then revert to our normal meeting date in May (the 4th Monday of the month) and that would continue for the remainder of 2024. Posts on FB and website have been done to inform the public.
- b. HB 4980 – Discussion followed on this legislative bill (permitting "telehealth" appointments by vets). Decision was made that Leslie would reach out to all vets in area to get their opinions. We can review their responses at next month's meeting and decide whether or not to formally support this bill.

8. Communications: None.

9. President's Report: Written report submitted.

10. Treasurer's Report:

- a. Treasurer's Report – Chris reported that the balance sheet issue has been resolved.
- b. November 2023 Financials – *Lynn made a motion, seconded by Andi, to approve the November 2023 Financials as presented. Motion passed with unanimous consent.*
- c. December 2023 Financials – Chris replied that the \$400 listed under #4132 (Deb's Dog account) was an error. We no longer have a separate account for Deb's Dog. *Andi made a motion, seconded by Lynn, to approve the December 2023 Financials as presented. Motion passed with unanimous consent.*

11. Shelter Operations Report(s):

- a. Report from the Shelter Manager – Written report submitted and there were no questions.
- b. Stats – Submitted. Lynn added that she is planning on completing a 5-year comparison prior to our retreat.

12. Committee Reports:

- a. Board Development Committee Report – Leslie reported that she and Brian met virtually with someone interested in committee work. Leslie will send an update. Andi is meeting with friend this week to determine interest in a board position.
- b. Finance Committee Report – Written report submitted; no questions.
- c. Fundraising Committee Report – Written report submitted; no questions. It was decided to discuss the proposed 2024 budget at our Retreat.
- d. Strategic Planning Committee Report – Committee did not meet. We will discuss at Retreat
- e. Personnel Committee Report - Committee did not meet.
- f. Policy / Bylaw Committee Report - Committee did not meet.
- g. Donor Development (Ad Hoc) - Committee did not meet.

13. Public Comment – None.

14. Board Comment – None.

15. Adjournment – *Motion was made by Lynn, seconded by Andi, to adjourn the meeting. Motion passed with unanimous consent. Meeting adjourned at 7:32 pm.*

Respectfully submitted,

Counter-Signed

Lynn Andronis, Secretary

Leslie Hurst, President

Next Board Meeting Date: February 28, 2024, 6 p.m. at the Shelter

DRAFT

Report & Recommendation to the UPAWS Board of Directors
Michigan Humane Support of SB 0657, 0658
November 27, 2023

Leslie Hurst, UPAWS Board President, recommends that the UPAWS Board of Directors supports Michigan Humane's efforts in support of Senate Bills 0657 and 0658. This will include sharing UPAWS logo and letters of support to legislators.

Respectfully Submitted,

Leslie Hurst
Board President



Leslie Hurst <lhurst@upaws.org>

Michigan Humane's bond-or-forfeit bills

1 message

Ann Griffin <AGriffin@michiganhumane.org>
To: "lhurst@upaws.org" <lhurst@upaws.org>

Wed, Jan 24, 2024 at 12:13 PM

Hi, Leslie,

Debby forwarded your email inquiring about the status of [SB 657](#) and [SB 658](#) to me. I'm Michigan Humane's Director of Advocacy, and I'm happy to update you on the bills' status.

As you probably know, the bills were introduced in early November 2023, just before the legislature adjourned for the year. The bills were assigned to the Senate Civil Rights, Judiciary, and Public Safety Committee, and our lobbyist and I have been meeting with Committee members to advocate for the bills and answer any questions they have. I'm happy to say that the Committee members have been very receptive and supportive. This is a very busy Committee, and we currently anticipate that the bills will be scheduled for a hearing in early spring. If the Committee supports the bill, it will go to the Senate floor for a vote. If it passes the Senate, it will be assigned to a House Committee and go through the same process on the House side.

In addition to meeting with Committee members, we are also working to build support for the bills among Michigan's registered shelters and other stakeholders. We have prepared the attached letter of support and are asking organizations that want to help the bills pass to sign the letter by adding their logo. Would UPAWS be willing to add its logo to the letter in support of the bills?

These bills are our highest legislative priority for the 2023-24 legislative session, and we appreciate your interest. I hope we can add UPAWS to the list of supporting shelters.

Please let me know if you have any questions.

Many thanks,

Ann

Ann M. Griffin

(she/her)

Director of Advocacy

Michigan Humane

p: 248.283.5651 | c: 313.310.3411

agriffin@michiganhumane.org



Michigan
Humane

 **support letter SB 657 658.pdf**
61K

Have you been frustrated by the long hold times for animals seized in cruelty and neglect cases? Have you experienced challenges getting a cost-of-care bond or ownership of the animals under the current bond-or-forfeit process? Michigan Humane has been working on a legislative solution to this problem.

I am hoping you will support our efforts to amend the bond-or-forfeit provision in Michigan's anti-neglect statute ([MCL § 750.50](#)), which also applies to cases brought under Michigan's anti-cruelty statute ([MCL § 750.50b](#)). When animals are seized in cruelty and neglect cases where the defendant is the animals' owner, an effective bond-or-forfeit process requires the defendant to post a bond to pay for the cost of the animals' care or forfeit the animals to the holding agency. Unfortunately, the current bond-or-forfeit process is often unworkable. Not only does this result in costs of care being borne by holding agencies, but it also creates a disincentive for law enforcement to pursue animal abuse and neglect cases and causes the animals to suffer while being held as living evidence for the duration of the legal proceedings.

Michigan Humane drafted amendments to MCL §§ 750.50 and 750.50b to include a bond-or-forfeit procedure very similar to the one added in the 2017-18 session to Michigan's animal fighting statute ([MCL § 750.49](#)). Those bills were introduced this legislative session as [SB 657](#) and [SB 658](#). The bills have been assigned to the Senate Civil Rights, Judiciary, and Public Safety Committee.

We have drafted a letter ([that can be read here](#)), which will be sent to legislators to encourage them to support these bills, and we hope that you will join us by signing it. If you would like to add your organization's "signature" to this letter, please reply to this email with a statement granting us permission to add your organization's logo.

I would appreciate hearing from you as soon as possible. Thank you for your time and consideration. Please let me know if you have any questions.

Best regards,

Ann Griffin

Michigan Humane
Director of Advocacy

[Date]

Sen. Stephanie Chang, Chair,
and Committee Members
Civil Rights, Judiciary, and Public Safety Committee
Michigan Senate
P.O. Box 30036
Lansing, MI 48909-7536

Rep. Kelly Breen, Chair,
and Committee Members
Judiciary Committee
Michigan House of Representatives
P.O. Box 30014
Lansing, MI 48909-7514

Dear :

The undersigned stakeholders are joining in this request that you hold a hearing and vote in favor of Senate Bills 657 and 658. These bills would create an effective bond-or-forfeit process that would apply when an animal is seized in a case involving a violation of Michigan law prohibiting animal neglect (MCL § 750.50) or animal cruelty (MCL § 750.50b) by the animal's owner. The inclusion of an effective bond-or-forfeit process in these statutes to require a defendant/owner charged with animal neglect or cruelty to forfeit the animals to the seizing agency or pay for the costs of the animal's care and housing with a bond will benefit both animals and people in Michigan.

- **The current bond-or-forfeit process applicable in cases of animal neglect or cruelty is often unworkable.**

Owners trying to avoid prosecution for animal cruelty or neglect typically try to avoid arrest and arraignment. Under the current anti-neglect and anti-cruelty statutes, some courts require that a criminal case be established through the owner/defendant's arraignment before a civil bond-or-forfeit case can be initiated. When the defendant avoids arraignment, neither forfeiture nor cost-of-care bonds are available. As a result, despite the clear legislative intent that this not be the case, the organizations holding the animals are responsible for paying for the seized animals' housing, food, veterinary care, and other costs, and the animal is held for the duration of the criminal proceedings.

- **The new bond-or-forfeit process protects the defendant/owner's rights.**

The proposed amendments protect the defendant/owner's due process rights with a detailed notice requirement and the opportunity to request a hearing to determine whether the seizure was legally justified, whether the amount of the security deposit or bond is fair and reasonable, or both. The defendant/owner's testimony at a hearing does not waive his or her constitutional right against self-incrimination.

- **An ineffective bond-or-forfeit process stops agencies from pursuing neglect and abuse cases.**

Many agencies would be overwhelmed with the animals seized from just one abuse or neglect case. For example, hoarding cases often involve dozens of animals who have been living in extremely poor conditions for an extended period of time. In addition to the sheer number of animals that can be involved, even one abused or neglected animal could be suffering from severe health issues that many agencies lack the resources to handle. If the agency knows that either funds to care for the animals will be available through a cost-of-care bond or that it will receive ownership of the animals and will be able to make timely disposition decisions, it will

have incentive to vigorously investigate alleged animal cruelty and neglect and seize animals in harm's way when necessary.

- **Without an effective bond-or-forfeit process, animals continue to be victims.**

The problems with the current bond-or-forfeit process in the anti-neglect and anti-cruelty statutes can result in the animals being held as living evidence for the duration of the legal proceedings. Long holding periods are very detrimental to an animal's physical and mental health and are inhumane. The animals, who have already suffered abuse or neglect, continue to suffer if the system forces them to endure months or years in a holding facility until a disposition can be made. By allowing timely disposition (adoption, transfer, or humane euthanasia) of animals whose defendant/owners do not post a cost-of-care bond, these bills spare the animals a prolonged shelter stay and recognize their unique status as living evidence. If a defendant/owner posts a cost-of-care bond, the bond ensures that the animals' needs are met while the criminal case is pending and provides an incentive for the defendant/owner not to delay the progress of the criminal case.

- **Holding animals for prolonged periods of time is detrimental to the staff and volunteers caring for the animals.**

Despite the agencies' best efforts, living in a shelter for an extended period of time is difficult for most animals. The staff and volunteers caring for animals forced to live in the shelter for an extended period of time become extremely attached to them. When the animals show signs of distress or deterioration, that is a source of stress for their caregivers and can negatively affect the caregivers' mental health and morale.

- **The bond-or-forfeit process proposed for MCL § 750.50 and § 750.50b is already included in MCL § 750.49 and is working well.**

The bond-or-forfeit process proposed in the amendments to MCL § 750.50 and § 750.50b would closely replicate the process that is now included in MCL § 750.49, Michigan's animal fighting statute. That statute was revised in the 2017-18 session based on almost unanimous, bipartisan approval in the House and Senate. Michigan Humane's cruelty investigation department has used the bond-or-forfeit process in MCL § 750.49 and reports that it is working well.

- **An effective bond-or-forfeit process is a better solution than restitution.**

Although the current anti-neglect and anti-cruelty statutes allow the court to order a convicted owner/defendant to pay restitution, defendant/owners often avoid payment, adding an additional cost and burden on the holding agency to try to collect the money they are owed for the care and housing of seized animals. Requiring a defendant/owner who wants to retain ownership of his or her animals to pay the costs of care while the criminal case is ongoing allows the holding agency to draw on the bond to pay for the animals' care.

- **An effective bond-or-forfeit process protects Michigan's resources and residents.**

In addition to protecting animals, an effective bond-or-forfeit process in Michigan's statutes criminalizing animal neglect and animal cruelty will also protect Michigan's resources and

residents. If law enforcement agencies, animal control shelters, and animal protection shelters do not have to utilize resources to house and care for seized animals, either because they gain title to the animals and can make timely disposition decisions or the costs of their care are appropriately borne by the defendant/owner, the agency's resources (funded by tax dollars or donations) can be used to provide other services to the community. More important, decades of social science research support what is commonly known as The Link[®], which is a connection between violence against animals and violence against humans. Removing barriers, such as cost of care, from investigating animal cruelty and neglect cases will likely result in identifying human abuse victims.

Thank you for your time and consideration. For the foregoing animal and human welfare reasons, we hope that you will support Senate Bills 657 and 658.

SENATE BILL NO. 658

November 09, 2023, Introduced by Senator WOJNO and referred to the Committee on Civil Rights, Judiciary, and Public Safety.

A bill to amend 1931 PA 328, entitled
"The Michigan penal code,"
by amending section 50b (MCL 750.50b), as amended by 2018 PA 452.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

- 1 Sec. 50b. (1) As used in this section:
- 2 (a) "Animal" means a vertebrate other than a human being.
- 3 (b) "Companion animal" means an animal that is commonly
- 4 considered to be, or is considered by ~~its~~ **the animal's** owner to be,
- 5 a pet, or that is a service animal. ~~as that term is defined in~~

~~section 50a.~~ Companion animal includes, but is not limited to, dogs and cats.

(2) Except as otherwise provided in this section, a person shall not do any of the following without just cause:

(a) Knowingly kill, torture, mutilate, maim, or disfigure an animal.

(b) Commit a reckless act knowing or having reason to know that the act will cause an animal to be killed, tortured, mutilated, maimed, or disfigured.

(c) Knowingly administer poison to an animal, or knowingly expose an animal to any poisonous substance, with the intent that the substance be taken or swallowed by the animal.

(d) Violate or threaten to violate subdivision (a) or (c) with the intent to cause mental suffering or distress to a person or to exert control over a person.

(3) If the animal is a companion animal and if a person violates subsection (2) (d) and intentionally violates subsection (2) (a) or (c), the person is guilty of killing or torturing animals in the first degree.

(4) If the animal is a companion animal and a person violates subsection (2) (d), or if a person intentionally violates subsection (2) (a) or (c), the person is guilty of killing or torturing animals in the second degree.

(5) Except as otherwise provided in subsections (3) and (4), a person who violates subsection (2) is guilty of killing or torturing animals in the third degree.

(6) Killing or torturing animals in the first degree is a felony punishable by 1 or more of the following:

(a) Imprisonment for not more than 10 years.

1 (b) A fine of not more than \$5,000.00.

2 (c) Community service for not more than 500 hours.

3 (7) Killing or torturing animals in the second degree is a
4 felony punishable by 1 or more of the following:

5 (a) Imprisonment for not more than 7 years.

6 (b) A fine of not more than \$5,000.00.

7 (c) Community service for not more than 500 hours.

8 (8) Killing or torturing animals in the third degree is a
9 felony punishable by 1 or more of the following:

10 (a) Imprisonment for not more than 4 years.

11 (b) A fine of not more than \$5,000.00.

12 (c) Community service for not more than 500 hours.

13 (9) The court may order a term of imprisonment imposed for a
14 violation of this section to be served consecutively to a term of
15 imprisonment imposed for any other crime including any other
16 violation of law arising out of the same transaction as the
17 violation of this section.

18 (10) As a part of the sentence for a violation of subsection
19 (2), the court may order the defendant to pay **restitution,**
20 **including, but not limited to,** the costs of **the investigation of**
21 **the violation of this section, the costs of** the prosecution, and
22 the costs of the **seizure,** care, housing, ~~and~~ veterinary medical
23 care, ~~for~~ **and disposition of** the animal victim, as applicable. **The**
24 **costs of the seizure, care, housing, veterinary medical care, and**
25 **disposition of the animal victim should not be included in the**
26 **sentence if they were previously paid by the defendant with a**
27 **security deposit or bond as described in subsections (22), (24),**
28 **(25), or (27).** If the court does not order a defendant to pay all
29 of the applicable costs listed in this subsection, or orders only

1 partial payment of these costs, the court shall state on the record
2 the reasons for that action. **As used in this subsection,**
3 **"disposition of the animal victim" includes, but is not limited to,**
4 **the transfer, euthanasia, or adoption of the animal.**

5 (11) If a term of probation is ordered for a violation of
6 subsection (2), the court may include as a condition of that
7 probation that the defendant be evaluated to determine the need for
8 psychiatric or psychological counseling and, if determined
9 appropriate by the court, to receive psychiatric or psychological
10 counseling at ~~his or her~~ **the defendant's** own expense.

11 (12) As a part of the sentence for a violation of subsection
12 (2), the court may order the defendant not to own or possess an
13 animal for any period of time determined by the court, which may
14 include permanent relinquishment.

15 (13) A person ~~who~~ **that** owns or possesses an animal in
16 violation of an order issued under subsection (12) is subject to
17 revocation of probation if the order is issued as a condition of
18 probation. A person ~~who~~ **that** owns or possesses an animal in
19 violation of an order issued under subsection (12) is also subject
20 to the civil and criminal contempt power of the court and, if found
21 guilty of criminal contempt, may be punished by imprisonment for
22 not more than 90 days, ~~or~~ a fine of not more than \$500.00, or both.

23 (14) This section does not prohibit the lawful killing of
24 livestock or a customary animal husbandry or farming practice
25 involving livestock.

26 (15) This section does not prohibit the lawful killing of an
27 animal ~~pursuant to~~ **under** any of the following:

28 (a) Fishing.

29 (b) Hunting, trapping, or wildlife control regulated under the

1 natural resources and environmental protection act, 1994 PA 451,
2 MCL 324.101 to 324.90106, and orders issued under that act.

3 (c) Pest or rodent control regulated under part 83 of the
4 natural resources and environmental protection act, 1994 PA 451,
5 MCL 324.8301 to 324.8336.

6 (d) Section 19 of the dog law of 1919, 1919 PA 339, MCL
7 287.279.

8 (16) This section does not prohibit the lawful killing or use
9 of an animal for scientific research under any of the following or
10 a rule promulgated under any of the following:

11 (a) 1969 PA 224, MCL 287.381 to 287.395.

12 (b) Sections 2226, 2671, 2676, 7109, and 7333 of the public
13 health code, 1978 PA 368, MCL 333.2226, 333.2671, 333.2676,
14 333.7109, and 333.7333.

15 (17) This section does not apply to a veterinarian or a
16 veterinary technician lawfully engaging in the practice of
17 veterinary medicine under part 188 of the public health code, 1978
18 PA 368, MCL 333.18801 to 333.18838.

19 (18) This section does not prohibit the lawful killing or use
20 of an animal under the animal industry act, 1988 PA 466, MCL
21 287.701 to 287.746.

22 **(19) Except as provided in this subsection and subsection**
23 **(28), an animal that is a victim of a violation of this section and**
24 **was seized by an animal control agency pending the outcome of a**
25 **criminal action that charges a violation of this section must not**
26 **be returned to the owner or possessor of the animal if the owner or**
27 **possessor is alleged to have violated this section. A seized animal**
28 **must be taken to a local animal control agency or a local animal**
29 **control agency's designee. A service animal that is a victim of a**

1 violation of this section may be seized by an animal control agency
2 under this section at the animal control agency's discretion,
3 taking into consideration the totality of the circumstances. If an
4 animal owner or possessor is convicted of violating subsection (2),
5 the court shall award the animal involved in the violation to the
6 animal control agency for evaluation and disposition.

7 (20) An animal control agency taking custody of an animal
8 under subsection (19) shall give notice within 72 hours of the
9 seizure of the animal in person or by registered mail to the last
10 known address of the animal's owner, if the owner of the animal is
11 known. If the owner of the animal is unknown, the animal control
12 agency shall give notice within 72 hours after the seizure by 1 of
13 the following methods:

14 (a) Posting at the location of the seizure.

15 (b) Delivery to an individual that resides at the location of
16 the seizure.

17 (c) Registered mail to the location of the seizure.

18 (21) The notice required under subsection (20) must include
19 all of the following:

20 (a) A description of each animal seized.

21 (b) The time, date, location, and description of circumstances
22 under which the animal was seized.

23 (c) The address and telephone number of the location where or
24 under what animal control agency's authority the animal is being
25 held and contact information for the individual present at that
26 location from whom security deposit or bond information may be
27 obtained.

28 (d) A statement that the owner or possessor of the animal may
29 post a security deposit or bond that may prevent the forfeiture of

1 the animal for the duration of the criminal, forfeiture, or other
2 court proceeding until the court makes a final determination
3 regarding the animal's disposition; that failure to post a security
4 deposit or bond within 14 days after the date on the notice will
5 result in forfeiture of the animal; and that the owner or possessor
6 of the animal may, before the expiration of the 14-day period
7 described in this subdivision, request a hearing from the court
8 with jurisdiction over the alleged violation of subsection (2) on
9 whether the requirement to post a security deposit or bond is
10 justified, whether the cost associated with the security deposit or
11 bond is fair and reasonable for the care of and provision for the
12 seized animal as the costs are described in subsection (10), or
13 both.

14 (e) A statement that the owner or possessor of the animal is
15 responsible for all costs described in subsection (10), unless the
16 court determines that the seizure of the animal was not
17 substantially justified by law.

18 (22) A request for a hearing within 14 days after the date on
19 the notice prevents forfeiture of the animal until the court
20 determines whether the requirement to post a security deposit or
21 bond is justified, whether the amount of the security deposit or
22 bond is fair and reasonable, or both. Notice of a request for a
23 hearing under subsection (21) must be served on the animal control
24 agency holding the animal before the expiration of the 14-day
25 period described in subsection (21). A hearing on whether the
26 requirement to post a security deposit or bond is justified,
27 whether the amount of the security deposit or bond is fair and
28 reasonable, or both, must be held within 21 days of the request for
29 a hearing. The hearing is before a judge without a jury and the

1 prosecuting attorney has the burden to establish by a preponderance
2 of the evidence that a violation of this section occurred. If the
3 court finds that the prosecuting attorney has met the burden, that
4 the security deposit or bond is reasonable, or both, the animal
5 will be forfeited to the animal control agency that seized the
6 animal unless the owner or possessor of the animal posts the
7 required security deposit or bond within 72 hours after the
8 hearing. An owner's or possessor's failure to appear at a scheduled
9 hearing requested under this subsection will result in automatic
10 forfeiture of the animal to the animal control agency if the date
11 of the scheduled hearing is more than 14 days after the date on the
12 notice described in subsection (21). The testimony of a defendant
13 at a hearing held under this subsection is only admissible against
14 the defendant for the purpose of impeachment or in a criminal
15 prosecution for perjury. The testimony of a defendant at a hearing
16 held under this subsection does not waive the defendant's
17 constitutional right against self-incrimination.

18 (23) An animal control agency that holds or requires to be
19 held a seized animal under subsection (19) shall hold the animal
20 for a period of 14 consecutive days, including weekends and
21 holidays, beginning on the date notice was given under subsection
22 (20). After the expiration of the 14 days, if the owner or a
23 possessor of the animal has not posted a security deposit or bond
24 as provided in subsections (21) and (24) or requested a hearing as
25 described in subsection (22), the animal is forfeited, and the
26 animal control agency may dispose of the animal by transfer to
27 another animal control agency, humane euthanasia, or adoption.

28 (24) The security deposit or bond described in subsection
29 (21) (d) must be in a sufficient amount to secure payment of all

1 costs described in subsection (10) during a 30-day period after
2 examination of the animal by a licensed veterinarian. The animal
3 control agency shall determine the amount of the security deposit
4 or bond not later than 72 hours after the seizure of the animal and
5 shall make the amount of the security deposit or bond available to
6 the owner or possessor of the animal on request. Unless the owner
7 or possessor of the animal requests a hearing as described in
8 subsection (22), the owner or possessor of the animal shall provide
9 proof of the security deposit or bond to the animal control agency
10 not later than 14 days after the date on the notice described in
11 subsection (21).

12 (25) If an animal is seized and is being held by an animal
13 control agency or an animal control agency's designee pending the
14 outcome of a criminal action charging a violation of this section
15 and the process in subsections (20) through (24) was not utilized,
16 before final disposition of the criminal charge, the prosecuting
17 attorney may file a civil action in the court that has jurisdiction
18 of the criminal action requesting that the court issue an order to
19 forfeit the animal to the animal control agency before final
20 disposition of the criminal charge. The prosecuting attorney shall
21 serve a true copy of the summons and complaint on the defendant
22 owner or possessor of the animal. On the filing of the civil
23 action, the court shall set a hearing on the complaint. The hearing
24 must be conducted within 21 days of the filing of the civil action.
25 The hearing must be before a judge without a jury. At the hearing,
26 the prosecuting attorney has the burden of establishing by a
27 preponderance of the evidence that a violation of this section
28 occurred. If the court finds that the prosecuting attorney has met
29 the burden and that the amount of the security deposit or bond

1 necessary to prevent the forfeiture of the animal from the date of
2 the seizure to 30 days after the date of the hearing is fair and
3 reasonable based on costs described in subsection (10), the court
4 shall order immediate forfeiture of the animal to the animal
5 control agency unless the defendant owner or possessor, within 72
6 hours after the hearing, submits to the court clerk a security
7 deposit or bond in a sufficient amount to secure payment of all
8 costs described in subsection (10) after examination of the animal
9 by a licensed veterinarian from the date of the seizure to the date
10 of the hearing and for an additional period of 30 days. A defendant
11 owner or possessor's failure to post a security deposit or bond
12 within 72 hours after the hearing or the defendant owner or
13 possessor's failure to appear at a scheduled hearing under this
14 subsection will result in automatic forfeiture of the animal to the
15 animal control agency. The testimony of a defendant at a hearing
16 held under this subsection is only admissible against the defendant
17 for the purpose of impeachment or in a criminal prosecution for
18 perjury. The testimony of a defendant at a hearing held under this
19 subsection does not waive the defendant's constitutional right
20 against self-incrimination.

21 (26) An animal control agency that holds or requires to be
22 held a seized animal as provided in this section may draw on a
23 security deposit or bond posted under subsection (22), (24), (25),
24 or (27) to cover the actual reasonable costs incurred as described
25 in subsection (10) from the date of the seizure to the date of the
26 official disposition of the animal in the criminal action.

27 (27) If a security deposit or bond has been posted under
28 subsection (22), (24), or (25), and trial in the criminal action
29 does not occur within the initial 30-day bond period or is

1 continued to a later date, the owner or possessor shall post an
2 additional security deposit or bond in an amount determined
3 sufficient to cover the costs described in subsection (10) as
4 anticipated to be incurred by the animal control agency caring for
5 the animal. The additional security deposit or bond must be
6 calculated in 30-day increments and continue until the criminal
7 action is resolved. If the owner or possessor of the animal fails
8 to post a new security deposit or bond with the court before the
9 previous security deposit or bond expires, the animal is forfeited
10 to the animal control agency caring for the animal.

11 (28) If the owner or possessor that posted a security deposit
12 or bond under subsection (22), (24), (25), or (27) is found not
13 guilty in the criminal action, the amount of the security deposit
14 or bond posted to prevent disposition of the animal may be returned
15 to the owner or possessor at the court's discretion, and, subject
16 to subsections (29), (30), and (31), the animal must be returned to
17 the owner.

18 (29) If a security deposit or bond is posted by an owner or
19 possessor of an animal under subsection (22), (24), (25), or (27)
20 and the court determines that the animal lacks any useful purpose
21 or poses a threat to public safety under subsection (31), the
22 posting of the security deposit or bond must not prevent
23 disposition of the animal.

24 (30) Upon receiving an animal seized under this section, or at
25 any time thereafter, an animal control agency may humanely
26 euthanize the animal or have the animal euthanized if, in the
27 opinion of a licensed veterinarian, the animal is injured or
28 diseased past recovery or the animal's continued existence is
29 inhumane so that euthanasia is necessary to relieve pain and

1 suffering. This subsection applies to an animal regardless of
2 whether a security deposit or bond has been posted under subsection
3 (22), (24), (25), or (27).

4 (31) An animal control agency that receives an animal seized
5 under this section may apply to the district court or municipal
6 court for a hearing to determine whether the animal must be
7 humanely euthanized because of the animal's lack of any useful
8 purpose or the public safety threat it poses. The court shall hold
9 a hearing not later than 30 days after the filing of the
10 application and shall give notice of the hearing to the owner of
11 the animal. Upon a finding by the court that the animal lacks any
12 useful purpose or poses a threat to public safety, the animal
13 control agency shall humanely euthanize the animal or have the
14 animal euthanized. Costs described in subsection (10) that are
15 incurred by an animal control agency, or by a person may, in the
16 court's discretion, be assessed against the owner of the animal.

SENATE BILL NO. 657

November 09, 2023, Introduced by Senator POLEHANKI and referred to the Committee on Civil Rights, Judiciary, and Public Safety.

A bill to amend 1931 PA 328, entitled
"The Michigan penal code,"
by amending section 50 (MCL 750.50), as amended by 2019 PA 135.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

- 1 Sec. 50. (1) As used in this section and section 50b:
- 2 (a) "Adequate care" means the provision of sufficient food,
- 3 water, shelter, sanitary conditions, exercise, and veterinary
- 4 medical attention ~~in order~~ to maintain an animal in a state of good
- 5 health.

(b) "Animal" means a vertebrate other than a human being.

~~(c) "Animal control shelter" means a facility operated by a county, city, village, or township to impound and care for animals found in streets or otherwise at large contrary to an ordinance of the county, city, village, or township or state law.~~

~~(d) "Animal protection shelter" means a facility operated by a person, humane society, society for the prevention of cruelty to animals, or any other nonprofit organization, for the care of homeless animals.~~

(c) "Animal control agency" means an animal control shelter, an animal protection shelter, or a law enforcement agency.

(d) "Animal control shelter" and "animal protection shelter" mean those terms as defined in section 1 of 1969 PA 287, MCL 287.331.

(e) "Breeder" means a person that breeds animals other than livestock or dogs for remuneration, or that is a large-scale dog breeding kennel as that term is defined in section 1 of 1969 PA 287, MCL 287.331.

(f) "Licensed veterinarian" means a person licensed or otherwise authorized to practice veterinary medicine under article 15 of the public health code, 1978 PA 368, MCL 333.16101 to 333.18838.

(g) "Livestock" means that term as defined in section 3 of the animal industry act, 1988 PA 466, MCL 287.703.

(h) "Neglect" means to fail to sufficiently and properly care for an animal to the extent that the animal's health is jeopardized.

(i) "Person" means an individual, partnership, limited liability company, corporation, association, governmental entity,

1 or other legal entity.

2 (j) "Pet shop" means that term as defined in section 1 of 1969
3 PA 287, MCL 287.331.

4 (k) "Sanitary conditions" means space free from health hazards
5 including excessive animal waste, overcrowding of animals, or other
6 conditions that endanger the animal's health. This definition does
7 not include any condition resulting from a customary and reasonable
8 practice pursuant to farming or animal husbandry.

9 (l) "Service animal" means all of the following:

10 (i) That term as defined in 28 CFR 36.104.

11 (ii) A miniature horse that has been individually trained to do
12 work or perform tasks as described in 28 CFR 36.104 for the benefit
13 of a person with a disability.

14 (m) ~~(l)~~ "Shelter" means adequate protection from the elements
15 and weather conditions suitable for the age, species, and physical
16 condition of the animal so as to maintain the animal in a state of
17 good health. Shelter, for livestock, includes structures or natural
18 features such as trees or topography. Shelter, for a dog, includes
19 1 or more of the following:

20 (i) The residence of the dog's owner or other individual.

21 (ii) A doghouse that is an enclosed structure with a roof and
22 of appropriate dimensions for the breed and size of the dog. The
23 doghouse must have dry bedding when the outdoor temperature is or
24 is predicted to drop below freezing.

25 (iii) A structure, including a garage, barn, or shed, that is
26 sufficiently insulated and ventilated to protect the dog from
27 exposure to extreme temperatures or, if not sufficiently insulated
28 and ventilated, contains a doghouse as provided under subparagraph

29 (ii) that is accessible to the dog.

1 **(n)** ~~(m)~~ "State of good health" means freedom from disease and
2 illness, and in a condition of proper body weight and temperature
3 for the age and species of the animal, unless the animal is
4 undergoing appropriate treatment.

5 **(o)** ~~(n)~~ "Tethering" means the restraint and confinement of a
6 dog by use of a chain, rope, or similar device.

7 **(p)** ~~(e)~~ "Water" means potable water that is suitable for the
8 age and species of animal and that is made regularly available
9 unless otherwise directed by a licensed veterinarian.

10 (2) An owner, possessor, breeder, operator of a pet shop, or
11 person having the charge or custody of an animal shall not do any
12 of the following:

13 (a) Fail to provide an animal with adequate care.

14 (b) Cruelly drive, work, or beat an animal, or cause an animal
15 to be cruelly driven, worked, or beaten.

16 (c) Carry or cause to be carried in or ~~upon~~**on** a vehicle or
17 otherwise any live animal having the feet or legs tied together,
18 other than an animal being transported for medical care or a horse
19 whose feet are hobbled to protect the horse during transport, or in
20 any other cruel and inhumane manner.

21 (d) Carry or cause to be carried a live animal in or ~~upon~~**on** a
22 vehicle or otherwise without providing a secure space, rack, car,
23 crate, or cage in which livestock may stand and in which all other
24 animals may stand, turn around, and lie down during transportation,
25 or while awaiting slaughter. As used in this subdivision, for
26 purposes of transportation of sled dogs, "stand" means sufficient
27 vertical distance to allow the animal to stand without ~~its~~**the**
28 **animal's** shoulders touching the top of the crate or transportation
29 vehicle.

1 (e) Abandon an animal or cause an animal to be abandoned, in
2 any place, without making provisions for the animal's adequate
3 care, unless premises are vacated for the protection of human life
4 or the prevention of injury to a human. An animal that is lost by
5 an owner or custodian while traveling, walking, hiking, or hunting
6 is not abandoned under this section when the owner or custodian has
7 made a reasonable effort to locate the animal.

8 (f) Negligently allow any animal, including ~~one who~~ **an animal**
9 **that** is aged, diseased, maimed, hopelessly sick, disabled, or
10 nonambulatory to suffer unnecessary neglect, torture, or pain.

11 (g) Tether a dog unless the tether is at least 3 times the
12 length of the dog as measured from the tip of ~~its~~ **the dog's** nose to
13 the base of ~~its~~ **the dog's** tail and is attached to a harness or
14 nonchoke collar designed for tethering. This subdivision does not
15 apply if the tethering of the dog occurs while the dog is being
16 groomed, trained, transported, or used in a hunt or event where a
17 shorter tether is necessary for the safety and well-being of the
18 dog and others.

19 ~~(3) If an animal is impounded and is being held by an animal~~
20 ~~control shelter or its designee or an animal protection shelter or~~
21 ~~its designee or a licensed veterinarian pending the outcome of a~~
22 ~~criminal action charging a violation of this section or section~~
23 ~~50b, before final disposition of the criminal charge, the~~
24 ~~prosecuting attorney may file a civil action in the court that has~~
25 ~~jurisdiction of the criminal action, requesting that the court~~
26 ~~issue an order forfeiting the animal to the animal control shelter~~
27 ~~or animal protection shelter or to a licensed veterinarian before~~
28 ~~final disposition of the criminal charge. The prosecuting attorney~~
29 ~~shall serve a true copy of the summons and complaint upon the~~

1 ~~defendant and upon a person with a known ownership interest or~~
2 ~~known security interest in the animal or a person who has filed a~~
3 ~~lien with the secretary of state on the animal. The forfeiture of~~
4 ~~an animal under this section encumbered by a security interest is~~
5 ~~subject to the interest of the holder of the security interest if~~
6 ~~he or she did not have prior knowledge of or did not consent to the~~
7 ~~commission of the crime. Upon the filing of the civil action, the~~
8 ~~court shall set a hearing on the complaint. The hearing must be~~
9 ~~conducted within 14 days of the filing of the civil action, or as~~
10 ~~soon as practicable. The hearing must be before a judge without a~~
11 ~~jury. At the hearing, the prosecuting attorney has the burden of~~
12 ~~establishing by a preponderance of the evidence that a violation of~~
13 ~~this section or section 50b occurred. If the court finds that the~~
14 ~~prosecuting attorney has met this burden, the court shall order~~
15 ~~immediate forfeiture of the animal to the animal control shelter or~~
16 ~~animal protection shelter or the licensed veterinarian unless the~~
17 ~~defendant, within 72 hours of the hearing, submits to the court~~
18 ~~clerk cash or other form of security in an amount determined by the~~
19 ~~court to be sufficient to repay all reasonable costs incurred, and~~
20 ~~anticipated to be incurred, by the animal control shelter or animal~~
21 ~~protection shelter or the licensed veterinarian in caring for the~~
22 ~~animal from the date of initial impoundment to the date of trial.~~
23 ~~If cash or other security has been submitted, and the trial in the~~
24 ~~action is continued at a later date, any order of continuance must~~
25 ~~require the defendant to submit additional cash or security in an~~
26 ~~amount determined by the court to be sufficient to repay all~~
27 ~~additional reasonable costs anticipated to be incurred by the~~
28 ~~animal control shelter or animal protection shelter or the licensed~~
29 ~~veterinarian in caring for the animal until the new date of trial.~~

1 ~~If the defendant submits cash or other security to the court under~~
2 ~~this subsection the court may enter an order authorizing the use of~~
3 ~~that cash or other security before final disposition of the~~
4 ~~criminal charges to pay the reasonable costs incurred by the animal~~
5 ~~control shelter or animal protection shelter or the licensed~~
6 ~~veterinarian in caring for the animal from the date of impoundment~~
7 ~~to the date of final disposition of the criminal charges. The~~
8 ~~testimony of a person at a hearing held under this subsection is~~
9 ~~not admissible against him or her in any criminal proceeding except~~
10 ~~in a criminal prosecution for perjury. The testimony of a person at~~
11 ~~a hearing held under this subsection does not waive the person's~~
12 ~~constitutional right against self-incrimination. An animal seized~~
13 ~~under this section or section 50b is not subject to any other civil~~
14 ~~action pending the final judgment of the forfeiture action under~~
15 ~~this subsection.~~**Except as provided in this subsection and**
16 **subsection (22), an animal that is a victim of a violation of this**
17 **section and was seized by an animal control agency pending the**
18 **outcome of a criminal action that charges a violation of this**
19 **section must not be returned to the owner or possessor of the**
20 **animal if the owner or possessor is alleged to have violated this**
21 **section. A seized animal must be taken to a local animal control**
22 **agency or a local animal control agency's designee. A service**
23 **animal that is a victim of a violation of this section may be**
24 **seized by an animal control agency under this section at the animal**
25 **control agency's discretion, taking into consideration the totality**
26 **of the circumstances. If an animal owner or possessor is convicted**
27 **of violating subsection (2), the court shall award the animal**
28 **involved in the violation to the animal control agency for**
29 **evaluation and disposition.**

1 (4) A person ~~who~~**that** violates subsection (2) is guilty of a
2 crime as follows:

3 (a) Except as otherwise provided in subdivisions (c) to (f),
4 if the violation involved 1 animal, the person is guilty of a
5 misdemeanor punishable by 1 or more of the following and may be
6 ordered to pay the costs of prosecution:

7 (i) Imprisonment for not more than 93 days.

8 (ii) A fine of not more than \$1,000.00.

9 (iii) Community service for not more than 200 hours.

10 (b) Except as otherwise provided in subdivisions (c) to (f),
11 if the violation involved 2 or 3 animals or the death of any
12 animal, the person is guilty of a misdemeanor punishable by 1 or
13 more of the following and may be ordered to pay the costs of
14 prosecution:

15 (i) Imprisonment for not more than 1 year.

16 (ii) A fine of not more than \$2,000.00.

17 (iii) Community service for not more than 300 hours.

18 (c) If the violation involved 4 or more animals but fewer than
19 10 animals or the person had 1 prior conviction under subsection
20 (2), the person is guilty of a felony punishable by 1 or more of
21 the following and may be ordered to pay the costs of prosecution:

22 (i) Imprisonment for not more than 2 years.

23 (ii) A fine of not more than \$2,000.00.

24 (iii) Community service for not more than 300 hours.

25 (d) If the violation involved 10 or more animals but fewer
26 than 25 animals or the person had 2 prior convictions for violating
27 subsection (2), the person is guilty of a felony punishable by 1 or
28 more of the following and may be ordered to pay the costs of
29 prosecution:

1 (i) Imprisonment for not more than 4 years.

2 (ii) A fine of not more than \$5,000.00.

3 (iii) Community service for not more than 500 hours.

4 (e) If the violation involved 25 or more animals or the person
5 has had 3 or more prior convictions for violating subsection (2),
6 the person is guilty of a felony punishable by 1 or more of the
7 following and may be ordered to pay the costs of prosecution:

8 (i) Imprisonment for not more than 7 years.

9 (ii) A fine of not more than \$10,000.00.

10 (iii) Community service for not more than 500 hours.

11 (f) If the person is a breeder, or if the person is an
12 operator of a pet shop and ~~he or she~~ **the person** has had 5 or more
13 prior convictions for violating 1969 PA 287, MCL 287.331 to
14 287.340, the person is guilty of a felony punishable by
15 imprisonment for not more than 2 years, ~~or~~ a fine of not more than
16 \$5,000.00, or both.

17 (5) The court may order ~~a person~~ **an individual** convicted of
18 violating subsection (2) to be evaluated to determine the need for
19 psychiatric or psychological counseling and, if determined
20 appropriate by the court, to receive psychiatric or psychological
21 counseling. The evaluation and counseling ~~shall~~ **must** be at the
22 defendant's own expense.

23 (6) This section does not prohibit a person from being charged
24 with, convicted of, or punished for any other violation of law
25 arising out of the same transaction as the violation of this
26 section.

27 (7) The court may order a term of imprisonment imposed for a
28 violation of this section to be served consecutively to a term of
29 imprisonment imposed for any other crime including any other

1 violation of law arising out of the same transaction as the
2 violation of this section.

3 (8) As a part of the sentence for a violation of subsection
4 (2), the court may order the defendant to pay **restitution,**
5 **including, but not limited to,** the costs **of the investigation of**
6 **the violation of this section, the costs of the prosecution, and**
7 **the costs** of the **seizure,** care, housing, ~~and~~ veterinary medical
8 care, ~~for~~ **and disposition of** the animal **victim,** as applicable. **The**
9 **costs of the seizure, care, housing, veterinary medical care, and**
10 **disposition of the animal victim should not be included in the**
11 **sentence if they were previously paid by the defendant with a**
12 **security deposit or bond as described in subsection (16), (18),**
13 **(20), or (21).** If the court does not order a defendant to pay all
14 of the applicable costs listed in this subsection, or orders only
15 partial payment of these costs, the court shall state on the record
16 the reason for that action. **As used in this subsection,**
17 **"disposition of the animal victim" includes, but is not limited to,**
18 **the transfer, euthanasia, or adoption of the animal.**

19 (9) As a part of the sentence for a violation of subsection
20 (2), the court may, as a condition of probation, order the
21 defendant not to own or possess an animal for a period of time not
22 to exceed the period of probation. If a person is convicted of a
23 second or subsequent violation of subsection (2), the court may
24 order the defendant not to own or possess an animal for any period
25 of time, including permanent relinquishment of animal ownership.

26 (10) A person ~~who~~ **that** owns or possesses an animal in
27 violation of an order issued under subsection (9) is subject to
28 revocation of probation if the order is issued as a condition of
29 probation. A person ~~who~~ **that** owns or possesses an animal in

1 violation of an order issued under subsection (9) is also subject
2 to the civil and criminal contempt power of the court, and if found
3 guilty of criminal contempt, may be punished by imprisonment for
4 not more than 90 days, ~~or~~ a fine of not more than \$500.00, or both.

5 (11) As part of the sentence imposed under subsection (4)(e),
6 the court may place the defendant on probation for any term of
7 years, but not less than 5 years.

8 (12) This section does not prohibit the lawful killing or
9 other use of an animal, including the following:

10 (a) Fishing.

11 (b) Hunting, trapping, or wildlife control regulated under the
12 natural resources and environmental protection act, 1994 PA 451,
13 MCL 324.101 to 324.90106.

14 (c) Horse racing.

15 (d) The operation of a zoological park or aquarium.

16 (e) Pest or rodent control regulated under part 83 of the
17 natural resources and environmental protection act, 1994 PA 451,
18 MCL 324.8301 to 324.8336.

19 (f) Farming or a generally accepted animal husbandry or
20 farming practice ~~involving~~ **that involves** livestock.

21 (g) Scientific research under 1969 PA 224, MCL 287.381 to
22 287.395.

23 (h) Scientific research or the lawful killing of an animal
24 under sections 2226, 2671, 2676, and 7333 of the public health
25 code, 1978 PA 368, MCL 333.2226, 333.2671, 333.2676, and 333.7333.

26 (i) The lawful killing or use of an animal under the animal
27 industry act, 1988 PA 466, MCL 287.701 to 287.746.

28 (13) This section does not apply to a veterinarian or a
29 veterinary technician lawfully engaging in the practice of

1 veterinary medicine under part 188 of the public health code, 1978
2 PA 368, MCL 333.18801 to 333.18838.

3 (14) An animal control agency taking custody of an animal
4 under subsection (3) shall give notice within 72 hours of the
5 seizure of the animal in person or by registered mail to the last
6 known address of the animal's owner, if the owner of the animal is
7 known. If the owner of the animal is unknown, the animal control
8 agency shall give notice within 72 hours after the seizure by 1 of
9 the following methods:

10 (a) Posting at the location of the seizure.

11 (b) Delivery to an individual that resides at the location of
12 the seizure.

13 (c) Registered mail to the location of the seizure.

14 (15) The notice required under subsection (14) must include
15 all of the following:

16 (a) A description of each animal seized.

17 (b) The time, date, location, and description of circumstances
18 under which the animal was seized.

19 (c) The address and telephone number of the location where or
20 under what animal control agency's authority the animal is being
21 held and contact information for the individual present at that
22 location from whom security deposit or bond information may be
23 obtained.

24 (d) A statement that the owner or possessor of the animal may
25 post a security deposit or bond that may prevent the forfeiture of
26 the animal for the duration of the criminal, forfeiture, or other
27 court proceeding until the court makes a final determination
28 regarding the animal's disposition; that failure to post a security
29 deposit or bond within 14 days after the date on the notice will

1 result in forfeiture of the animal; and that the owner or possessor
2 of the animal may, before the expiration of the 14-day period
3 described in this subdivision, request a hearing from the court
4 with jurisdiction over the alleged violation of subsection (2) on
5 whether the requirement to post a security deposit or bond is
6 justified, whether the cost associated with the security deposit or
7 bond is fair and reasonable for the care of and provision for the
8 seized animal as the costs are described under subsection (8), or
9 both.

10 (e) A statement that the owner or possessor of the animal is
11 responsible for all costs described in subsection (8), unless the
12 court determines that the seizure of the animal was not
13 substantially justified by law.

14 (16) A request for a hearing within 14 days after the date on
15 the notice prevents forfeiture of the animal until the court
16 determines whether the requirement to post a security deposit or
17 bond is justified, whether the amount of the security deposit or
18 bond is fair and reasonable, or both. Notice of a request for a
19 hearing under subsection (15) must be served on the animal control
20 agency holding the animal before the expiration of the 14-day
21 period described in subsection (15). A hearing on whether the
22 requirement to post a security deposit or bond is justified,
23 whether the amount of the security deposit or bond is fair and
24 reasonable, or both, must be held within 21 days of the request for
25 the hearing. The hearing is before a judge without a jury and the
26 prosecuting attorney has the burden to establish by a preponderance
27 of the evidence that a violation of this section occurred. If the
28 court finds that the prosecuting attorney has met the burden, that
29 the security deposit or bond is reasonable, or both, the animal

1 will be forfeited to the animal control agency that seized the
2 animal unless the owner or possessor of the animal posts the
3 required security deposit or bond within 72 hours after the
4 hearing. An owner's or possessor's failure to appear at a scheduled
5 hearing requested under this subsection will result in automatic
6 forfeiture of the animal to the animal control agency if the date
7 of the scheduled hearing is more than 14 days after the date on the
8 notice described in subsection (15). The testimony of a defendant
9 at a hearing held under this subsection is only admissible against
10 the defendant for the purpose of impeachment or in a criminal
11 prosecution for perjury. The testimony of a defendant at a hearing
12 held under this subsection does not waive the defendant's
13 constitutional right against self-incrimination.

14 (17) An animal control agency that holds or requires to be
15 held a seized animal under subsection (3) shall hold the animal for
16 a period of 14 consecutive days, including weekends and holidays,
17 beginning on the date notice was given under subsection (14). After
18 the expiration of the 14 days, if the owner or a possessor of the
19 animal has not posted a security deposit or bond as provided in
20 subsections (15) and (18) or requested a hearing as described in
21 subsection (16), the animal is forfeited, and the animal control
22 agency may dispose of the animal by transfer to another animal
23 control agency, humane euthanasia, or adoption.

24 (18) The security deposit or bond described in subsection
25 (15)(d) must be in a sufficient amount to secure payment of all
26 costs described in subsection (8) during a 30-day period after
27 examination of the animal by a licensed veterinarian. The animal
28 control agency shall determine the amount of the security deposit
29 or bond not later than 72 hours after the seizure of the animal and

1 shall make the amount of the security deposit or bond available to
2 the owner or possessor of the animal on request. Unless the owner
3 or possessor of the animal requests a hearing as described in
4 subsection (16), the owner or possessor of the animal shall provide
5 proof of the security deposit or bond to the animal control agency
6 not later than 14 days after the date on the notice described in
7 subsection (15).

8 (19) An animal control agency that holds or requires to be
9 held a seized animal as provided in this section may draw on a
10 security deposit or bond posted under subsection (16), (18), (20)
11 or (21) to cover the actual reasonable costs incurred as described
12 in subsection (8) from the date of the seizure to the date of the
13 official disposition of the animal in the criminal action.

14 (20) If an animal is seized and is being held by an animal
15 control agency or an animal control agency's designee pending the
16 outcome of a criminal action charging a violation of this section
17 and the process in subsections (14) to (18) was not utilized,
18 before final disposition of the criminal charge, the prosecuting
19 attorney may file a civil action in the court that has jurisdiction
20 of the criminal action requesting that the court issue an order to
21 forfeit the animal to the animal control agency before final
22 disposition of the criminal charge. The prosecuting attorney shall
23 serve a true copy of the summons and complaint on the defendant
24 owner or possessor of the animal. On the filing of the civil
25 action, the court shall set a hearing on the complaint. The hearing
26 must be conducted within 21 days of the filing of the civil action.
27 The hearing must be before a judge without a jury. At the hearing,
28 the prosecuting attorney has the burden of establishing by a
29 preponderance of the evidence that a violation of this section

1 occurred. If the court finds that the prosecuting attorney has met
2 the burden and that the amount of the security deposit or bond
3 necessary to prevent the forfeiture of the animal from the date of
4 the seizure to 30 days after the date of the hearing is fair and
5 reasonable based on costs described in subsection (8), the court
6 shall order immediate forfeiture of the animal to the animal
7 control agency unless the defendant owner or possessor, within 72
8 hours after the hearing, submits to the court clerk a security
9 deposit or bond in a sufficient amount to secure payment of all
10 costs described in subsection (8) after examination of the animal
11 by a licensed veterinarian from the date of the seizure to the date
12 of the hearing and for an additional period of 30 days. A defendant
13 owner or possessor's failure to post a security deposit or bond
14 within 72 hours after the hearing or the defendant owner or
15 possessor's failure to appear at a scheduled hearing under this
16 subsection will result in automatic forfeiture of the animal to the
17 animal control agency. The testimony of a defendant at a hearing
18 held under this subsection is only admissible against the defendant
19 for the purpose of impeachment or in a criminal prosecution for
20 perjury. The testimony of a defendant at a hearing held under this
21 subsection does not waive the defendant's constitutional right
22 against self-incrimination.

23 (21) If a security deposit or bond has been posted under
24 subsection (16), (18), or (20), and trial in the criminal action
25 does not occur within the initial 30-day bond period or is
26 continued to a later date, the owner or possessor shall post an
27 additional security deposit or bond in an amount determined
28 sufficient to cover the costs described in subsection (8) as
29 anticipated to be incurred by the animal control agency caring for

1 the animal. The additional security deposit or bond must be
2 calculated in 30-day increments and continue until the criminal
3 action is resolved. If the owner or possessor of the animal fails
4 to post a new security deposit or bond with the court before the
5 previous security deposit or bond expires, the animal is forfeited
6 to the animal control agency caring for the animal.

7 (22) If the owner or possessor that posted a security deposit
8 or bond under subsection (16), (18), (20), or (21) is found not
9 guilty in the criminal action, the amount of the security deposit
10 or bond posted to prevent disposition of the animal may be returned
11 to the owner or possessor at the court's discretion, and, subject
12 to subsections (23), (24), and (25), the animal must be returned to
13 the owner.

14 (23) If a security deposit or bond is posted by an owner or
15 possessor of an animal under subsection (16), (18), (20), or (21)
16 and the court determines that the animal lacks any useful purpose
17 or poses a threat to public safety under subsection (25), the
18 posting of the security deposit or bond does not prevent
19 disposition of the animal.

20 (24) Upon receiving an animal seized under this section, or at
21 any time thereafter, an animal control agency may humanely
22 euthanize the animal or have the animal euthanized if, in the
23 opinion of a licensed veterinarian, the animal is injured or
24 diseased past recovery or the animal's continued existence is
25 inhumane so that euthanasia is necessary to relieve pain and
26 suffering. This subsection applies to an animal regardless of
27 whether a security deposit or bond has been posted under subsection
28 (16), (18), (20), or (21).

29 (25) An animal control agency that receives an animal seized

1 under this section may apply to the district court or municipal
2 court for a hearing to determine whether the animal must be
3 humanely euthanized because of the animal's lack of any useful
4 purpose or the public safety threat it poses. The court shall hold
5 a hearing not later than 30 days after the filing of the
6 application and shall give notice of the hearing to the owner of
7 the animal. Upon a finding by the court that the animal lacks any
8 useful purpose or poses a threat to public safety, the animal
9 control agency shall humanely euthanize the animal or have the
10 animal euthanized. Costs described in subsection (8) that are
11 incurred by an animal control agency, or by a person may, in the
12 court's discretion, be assessed against the owner of the animal.

[illegible]

				Upper Peninsula Animal Welfare Shelter 2024 Budget (DRAFT)													
				Annual Budget	January	February	March	April	May	June	July	August	September	October	Novemer	December	Total
			4128 · Misc/3rd Party Fundraisers	\$ 6,400.00	\$ 533.34	\$ 533.33	\$ 533.33	\$ 533.34	\$ 533.33	\$ 533.33	\$ 533.34	\$ 533.33	\$ 533.33	\$ 533.34	\$ 533.33	\$ 533.33	\$ 6,400.00
			4140 · Canisters	\$ 6,900.00	\$ 575.00	\$ 575.00	\$ 575.00	\$ 575.00	\$ 575.00	\$ 575.00	\$ 575.00	\$ 575.00	\$ 575.00	\$ 575.00	\$ 575.00	\$ 575.00	\$ 6,900.00
			4143 · Tadychs Receipts	\$ 7,200.00	\$ -	\$ -	\$ -	\$ -	\$3,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$3,600.00	\$ -	\$ 7,200.00
			4144 · Cause for Paws	\$ 26,600.00	\$ -	\$ -	\$ 26,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,600.00
			4146 · Rummage Sale	DELETE													
			4147 · Strut Your Mutt	\$ 20,550.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,550.00	\$ -	\$ -	\$ 20,550.00
			4151 · Raise The Woof	\$ 6,800.00	\$6,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,800.00
			4170 · TUFT Golf Outing	\$ 26,408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,408.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,408.00
			4183 · Rescue Raffle	DELETE													
			4185 · Lights of Love	DELETE													
			4197 · Calendar	\$ 33,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,750.00	\$ 13,500.00	\$ 13,500.00	\$ -	\$ -	\$2,175.00	\$2,175.00	\$ 33,100.00
			4204 · MZD Santa Pics	DELETE													
			4280 · Live Trap Fundraiser Revenue	DELETE													
			4299 · Kennel Lock-up Fundraiser	DELETE													
			Total 4200 · FUNDRAISING REVENUE	\$ 133,958.00													\$ 133,958.00
			4500 · OTHER Revenue														
			4112 · Kids Club	DELETE													
			4205 · Resale Items Revenue	\$ 40,000.00	\$3,333.34	\$3,333.33	\$3,333.33	\$3,333.34	\$3,333.33	\$3,333.33	\$3,333.34	\$3,333.33	\$3,333.33	\$3,333.34	\$3,333.33	\$3,333.33	\$ 40,000.00
			4215 · Interest Revenue	\$ 44,000.00	\$3,666.68	\$3,666.66	\$3,666.66	\$3,666.68	\$3,666.66	\$3,666.66	\$3,666.68	\$3,666.66	\$3,666.66	\$3,666.68	\$3,666.66	\$3,666.66	\$ 44,000.00
			4220 · Miscellaneous Revenue	\$ 1,000.00	\$ 83.34	\$ 83.33	\$ 83.33	\$ 83.34	\$ 83.33	\$ 83.33	\$ 83.34	\$ 83.33	\$ 83.33	\$ 83.34	\$ 83.33	\$ 83.33	\$ 1,000.00
			4221 · Endowment Fund Earnings	\$ 5,000.00	\$ 416.68	\$ 416.66	\$ 416.66	\$ 416.68	\$ 416.66	\$ 416.66	\$ 416.68	\$ 416.66	\$ 416.66	\$ 416.68	\$ 416.66	\$ 416.66	\$ 5,000.00
			4223 · MCCF B.Reider Fund Distribution	\$ 21,000.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$ 21,000.00
			4227 · Distribution from Dixon Estate	\$ 31,000.00	\$2,583.34	\$2,583.33	\$2,583.33	\$2,583.34	\$2,583.33	\$2,583.33	\$2,583.34	\$2,583.33	\$2,583.33	\$2,583.34	\$2,583.33	\$2,583.33	\$ 31,000.00
			4290 · Retail Discounts	DELETE													
			4500 · OTHER Revenue - Other	DELETE													
			Total 4500 · OTHER Revenue	\$ 142,000.00													\$ 142,000.00
			Total Income	\$ 887,658.00													\$ 887,658.00
		Gross Profit															
		Expense															
		5000 · Employee Expense															
		5129 · Employee Uniforms		\$ 1,000.00	\$ 83.34	\$ 83.33	\$ 83.33	\$ 83.34	\$ 83.33	\$ 83.33	\$ 83.34	\$ 83.33	\$ 83.33	\$ 83.34	\$ 83.33	\$ 83.33	\$ 1,000.00
		5200 · Payroll Expenses		\$ 200.00	\$ 16.68	\$ 16.66	\$ 16.66	\$ 16.68	\$ 16.66	\$ 16.66	\$ 16.68	\$ 16.66	\$ 16.66	\$ 16.68	\$ 16.66	\$ 16.66	\$ 200.00
		5201 · Wages & Salaries		\$ 406,422.33	\$ 31,263.24	\$ 31,263.24	\$ 31,263.24	\$ 31,263.24	\$ 46,894.86	\$ 31,263.24	\$ 31,263.24	\$ 31,263.24	\$ 31,263.24	\$ 46,894.86	\$ 31,263.24	\$ 31,263.45	\$ 406,422.33
		5202 · Overtime		\$ 8,000.00	\$ 666.68	\$ 666.66	\$ 666.66	\$ 666.68	\$ 666.66	\$ 666.66	\$ 666.68	\$ 666.66	\$ 666.66	\$ 666.68	\$ 666.66	\$ 666.66	\$ 8,000.00
		5203 · Bonuses		\$ 14,000.00	\$1,166.68	\$1,166.66	\$1,166.66	\$1,166.68	\$1,166.66	\$1,166.66	\$1,166.68	\$1,166.66	\$1,166.66	\$1,166.68	\$1,166.66	\$1,166.66	\$ 14,000.00

				Upper Peninsula Animal Welfare Shelter 2024 Budget (DRAFT)													
				Annual Budget	January	February	March	April	May	June	July	August	September	October	Novemer	December	Total
			5204 · Accrued Payroll Expense														
			5225 · Simple Plan Employer	\$ 2,700.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 2,700.00
			5230 · Michigan Unemployment Payable	\$ 5,893.12	\$ 491.09	\$ 491.09	\$ 491.09	\$ 491.09	\$ 491.09	\$ 491.09	\$ 491.09	\$ 491.09	\$ 491.09	\$ 491.09	\$ 491.09	\$ 491.13	\$ 5,893.12
			5235 · Employer Social Security	\$ 25,198.18	\$2,099.85	\$2,099.85	\$2,099.85	\$2,099.85	\$2,099.85	\$2,099.85	\$2,099.85	\$2,099.85	\$2,099.85	\$2,099.85	\$2,099.85	\$2,099.83	\$ 25,198.18
			5240 · Employer Medicare	\$ 5,689.91	\$ 474.15	\$ 474.15	\$ 474.15	\$ 474.15	\$ 474.15	\$ 474.15	\$ 474.15	\$ 474.15	\$ 474.15	\$ 474.15	\$ 474.15	\$ 474.26	\$ 5,689.91
			5245 · Worker's Compensation	\$ 4,400.00	\$ 366.68	\$ 366.66	\$ 366.66	\$ 366.68	\$ 366.66	\$ 366.66	\$ 366.66	\$ 366.66	\$ 366.66	\$ 366.68	\$ 366.66	\$ 366.66	\$ 4,400.00
			5246 · Employee Relations	\$ 5,000.00	\$ 416.68	\$ 416.66	\$ 416.66	\$ 416.68	\$ 416.66	\$ 416.66	\$ 416.66	\$ 416.66	\$ 416.66	\$ 416.68	\$ 416.66	\$ 416.66	\$ 5,000.00
			5247 · QSEHRA	DELETE													
			5248 · Health Ben / Dental / Vision	\$ 4,400.00	\$ 366.68	\$ 366.66	\$ 366.66	\$ 366.68	\$ 366.66	\$ 366.66	\$ 366.68	\$ 366.66	\$ 366.66	\$ 366.68	\$ 366.66	\$ 366.66	\$ 4,400.00
			5250 · Employee Benefits	DELETE													
			Total 5000 · Employee Expense	\$ 482,903.54													\$ 482,903.54
			5500 · OPERATING EXPENSE														
			5009 · Phone/Network Access	\$ 4,300.00	\$ 358.34	\$ 358.33	\$ 358.33	\$ 358.34	\$ 358.33	\$ 358.33	\$ 358.34	\$ 358.33	\$ 358.33	\$ 358.34	\$ 358.33	\$ 358.33	\$ 4,300.00
			5011 · Merchant Service Fees	\$ 6,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
			5012 · Bank Service Charges	\$ 50.00	\$ 4.18	\$ 4.16	\$ 4.16	\$ 4.18	\$ 4.16	\$ 4.16	\$ 4.18	\$ 4.16	\$ 4.16	\$ 4.18	\$ 4.16	\$ 4.16	\$ 50.00
			5013 · Paypal Fees	DELETE													
			5014 · Square Fees	DELETE													
			5050 · Utilities	\$ 38,000.00	\$3,166.68	\$3,166.66	\$3,166.66	\$3,166.68	\$3,166.66	\$3,166.66	\$3,166.68	\$3,166.66	\$3,166.66	\$3,166.68	\$3,166.66	\$3,166.66	\$ 38,000.00
			5100 · Cleaning Supplies	\$ 6,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
			5102 · Animal Supplies/Equipment	\$ 6,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
			5105 · Repairs/Maintenance	\$ 13,000.00	\$1,083.34	\$1,083.33	\$1,083.33	\$1,083.34	\$1,083.33	\$1,083.33	\$1,083.34	\$1,083.33	\$1,083.33	\$1,083.34	\$1,083.33	\$1,083.33	\$ 13,000.00
			5106 · Garbage/Snow Removal	\$ 7,500.00	\$ 625.00	\$ 625.00	\$ 625.00	\$ 625.00	\$ 625.00	\$ 625.00	\$ 625.00	\$ 625.00	\$ 625.00	\$ 625.00	\$ 625.00	\$ 625.00	\$ 7,500.00
			5115 · Office Supplies/Postage	\$ 6,000.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
			5117 · Community Spay/Neuter Expense	\$ 7,000.00	\$ 583.34	\$ 583.33	\$ 583.33	\$ 583.34	\$ 583.33	\$ 583.33	\$ 583.34	\$ 583.33	\$ 583.33	\$ 583.34	\$ 583.33	\$ 583.33	\$ 7,000.00
			5117 · Small Equipment	\$ 5,000.00	\$ 416.68	\$ 416.66	\$ 416.66	\$ 416.68	\$ 416.66	\$ 416.66	\$ 416.68	\$ 416.66	\$ 416.66	\$ 416.68	\$ 416.66	\$ 416.66	\$ 5,000.00
			5120 · Building/Auto Insurance	\$ 35,000.00	\$2,916.68	\$2,916.66	\$2,916.66	\$2,916.68	\$2,916.66	\$2,916.66	\$2,916.68	\$2,916.66	\$2,916.66	\$2,916.68	\$2,916.66	\$2,916.66	\$ 35,000.00
			5125 · Food	\$ 12,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$ 12,000.00
			5127 · Microchips	\$ 3,300.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 3,300.00
			5130 · Medical Supplies-Vaccines	\$ 15,000.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00	\$ 15,000.00
			5135 · Vet Care	\$ 45,000.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$3,750.00	\$ 45,000.00
			5140 · Spay & Neuter Expense	\$ 33,000.00	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00	\$2,750.00	\$ 33,000.00
			5145 · Vehicle	\$ 1,500.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 1,500.00
			5146 · Dog License Expense	\$ 450.00	\$ 37.50	\$ 37.50	\$ 37.50	\$ 37.50	\$ 37.50	\$ 37.50	\$ 37.50	\$ 37.50	\$ 37.50	\$ 37.50	\$ 37.50	\$ 37.50	\$ 450.00
			5150 · Mileage	\$ 1,000.00	\$ 83.34	\$ 83.33	\$ 83.33	\$ 83.34	\$ 83.33	\$ 83.33	\$ 83.34	\$ 83.33	\$ 83.33	\$ 83.34	\$ 83.33	\$ 83.33	\$ 1,000.00
			5160 · Depreciation	\$ 140,436.60	\$ 11,703.05	\$11,703.05	\$ 11,703.05	\$ 11,703.05	\$ 11,703.05	\$ 11,703.05	\$ 11,703.05	\$ 11,703.05	\$ 11,703.05	\$ 11,703.05	\$ 11,703.05	\$ 11,703.05	\$ 140,436.60

				Upper Peninsula Animal Welfare Shelter 2024 Budget (DRAFT)													
				Annual Budget	January	February	March	April	May	June	July	August	September	October	Novemer	December	Total
			5165 · Cash over/short	\$ 100.00	\$ 8.34	\$ 8.33	\$ 8.33	\$ 8.34	\$ 8.33	\$ 8.33	\$ 8.34	\$ 8.33	\$ 8.33	\$ 8.34	\$ 8.33	\$ 8.33	\$ 100.00
			5530 · Cremation Services Expense	\$ 3,000.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 3,000.00
			6138 · Pink Lady Expense	\$ 2,000.00	\$ 166.68	\$ 166.66	\$ 166.66	\$ 166.68	\$ 166.66	\$ 166.66	\$ 166.68	\$ 166.66	\$ 166.66	\$ 166.68	\$ 166.66	\$ 166.66	\$ 2,000.00
			6524 · Dog Park	DELETE													
			6539 · Computer Software	\$ 7,000.00	\$ 583.34	\$ 583.33	\$ 583.33	\$ 583.34	\$ 583.33	\$ 583.33	\$ 583.34	\$ 583.33	\$ 583.33	\$ 583.34	\$ 583.33	\$ 583.33	\$ 7,000.00
			6565 · IT Consulting	\$ 2,700.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 2,700.00
			Total 5500 · OPERATING EXPENSE	\$ 400,336.60													\$ 400,336.60
			5550 · GRANT EXPENSE														
			5551 · General Grants	\$ 1,000.00	\$ 83.34	\$ 83.33	\$ 83.33	\$ 83.34	\$ 83.33	\$ 83.33	\$ 83.34	\$ 83.33	\$ 83.34	\$ 83.33	\$ 83.33	\$ 83.33	\$ 1,000.00
			Total 5550 · GRANT EXPENSE	\$ 1,000.00													\$ 1,000.00
			5600 · FUNDRAISING EXPENSE														
			5280 · Live Trap Fundraiser Expense	DELETE													
			5299 · Kennel Lock-up EXPENSE	DELETE													
			5603 · MZD Santa Pics Expense	DELETE													
			6307 · Calendar Expense	\$ 4,850.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 633.33	\$ 633.33	\$ 633.34	\$ 450.00	\$2,500.00	\$ -	\$ -	\$ 4,850.00
			6311 · Cause for Paws Expense	\$ 5,580.00	\$ -	\$ -	\$5,580.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,580.00
			6312 · Rummage Sale Expense	DELETE													
			6315 · Misc/3rd Party Fund Expense	\$ 100.00	\$ 8.34	\$ 8.33	\$ 8.33	\$ 8.34	\$ 8.33	\$ 8.33	\$ 8.34	\$ 8.33	\$ 8.33	\$ 8.34	\$ 8.33	\$ 8.33	\$ 100.00
			6317 · Raise The Woof Expense	\$ 1,800.00	\$1,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800.00
			6322 · Rescue Raffle Expense														
			6324 · Miscellaneous Expenses														
			6330 · TUFT Golf Outing Expense	\$ 10,107.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,107.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,107.00
			6355 · Lights of Love Expense	DELETE													\$ -
			6550 · Strut Your Mutt Expense	\$ 3,636.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$3,636.00	\$ -	\$ -	\$ 3,636.00
			6551 · Canister Expense	\$ 250.00	\$ 20.84	\$ 20.83	\$ 20.83	\$ 20.84	\$ 20.83	\$ 20.83	\$ 20.84	\$ 20.83	\$ 20.83	\$ 20.84	\$ 20.83	\$ 20.83	\$ 250.00
			Total 5600 · FUNDRAISING EXPENSE	\$ 26,323.00													\$ 26,323.00
			6000 · OTHER EXPENSE														
			5142 · Volunteer Program	\$ 1,200.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 1,200.00
			6313 · Direct Solicitations	\$ 10,800.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 900.00	\$ 10,800.00
			6503 · Community Outreach	\$ 2,000.00	\$ 166.68	\$ 166.66	\$ 166.66	\$ 166.68	\$ 166.66	\$ 166.66	\$ 166.68	\$ 166.66	\$ 166.66	\$ 166.68	\$ 166.66	\$ 166.66	\$ 2,000.00
			6504 · Memorial Bricks/Tiles	\$ 2,000.00	\$ 166.68	\$ 166.66	\$ 166.66	\$ 166.68	\$ 166.66	\$ 166.66	\$ 166.68	\$ 166.66	\$ 166.66	\$ 166.68	\$ 166.66	\$ 166.66	\$ 2,000.00
			6505 · Professional Fees	\$ 28,000.00	\$2,333.34	\$2,333.33	\$2,333.33	\$2,333.34	\$2,333.33	\$2,333.33	\$2,333.34	\$2,333.33	\$2,333.33	\$2,333.34	\$2,333.33	\$2,333.33	\$ 28,000.00
			6510 · Publications	\$ 10,000.00	\$ 833.34	\$ 833.33	\$ 833.33	\$ 833.34	\$ 833.33	\$ 833.33	\$ 833.34	\$ 833.33	\$ 833.33	\$ 833.34	\$ 833.33	\$ 833.33	\$ 10,000.00
			6511 · Pet Promotion Expense	\$ 1,800.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 1,800.00
			6515 · Promotions & Advertising	\$ 1,000.00	\$ 83.34	\$ 83.33	\$ 83.33	\$ 83.34	\$ 83.33	\$ 83.33	\$ 83.34	\$ 83.33	\$ 83.33	\$ 83.34	\$ 83.33	\$ 83.33	\$ 1,000.00

					Upper Peninsula Animal Welfare Shelter 2024 Budget (DRAFT)													
					Annual Budget	January	February	March	April	May	June	July	August	September	October	Novemer	December	Total
				6523 · Kids Club	DELETE													
				6525 · Resale Items Expense	\$ 20,000.00	\$ 1,666.68	\$ 1,666.66	\$ 1,666.66	\$ 1,666.68	\$ 1,666.66	\$ 1,666.66	\$ 1,666.68	\$ 1,666.66	\$ 1,666.66	\$ 1,666.68	\$ 1,666.66	\$ 1,666.66	\$ 20,000.00
				6530 · Conferences / Training	\$ 4,000.00	\$ 333.34	\$ 333.33	\$ 333.33	\$ 333.34	\$ 333.33	\$ 333.33	\$ 333.34	\$ 333.33	\$ 333.33	\$ 333.34	\$ 333.33	\$ 333.33	\$ 4,000.00
				6532 · Donor Development	\$ 1,000.00	\$ 83.34	\$ 83.33	\$ 83.33	\$ 83.34	\$ 83.33	\$ 83.33	\$ 83.34	\$ 83.33	\$ 83.33	\$ 83.34	\$ 83.33	\$ 83.33	\$ 1,000.00
				6533 · Strategic Planning	\$ 1,000.00	\$ 83.34	\$ 83.33	\$ 83.33	\$ 83.34	\$ 83.33	\$ 83.33	\$ 83.34	\$ 83.33	\$ 83.33	\$ 83.34	\$ 83.33	\$ 83.33	\$ 1,000.00
				6535 · Licenses, Dues, Permits & Fees	\$ 1,200.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 1,200.00
				6540 · Miscellaneous Expense	\$ 2,000.00	\$ 166.68	\$ 166.66	\$ 166.66	\$ 166.68	\$ 166.66	\$ 166.66	\$ 166.68	\$ 166.66	\$ 166.66	\$ 166.68	\$ 166.66	\$ 166.66	\$ 2,000.00
				6561 · Investment Expense	\$ 16,000.00	\$ 1,333.34	\$ 1,333.33	\$ 1,333.33	\$ 1,333.34	\$ 1,333.33	\$ 1,333.33	\$ 1,333.34	\$ 1,333.33	\$ 1,333.33	\$ 1,333.34	\$ 1,333.33	\$ 1,333.33	\$ 16,000.00
				6688 · Naming Opportunity Expense	\$ 600.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 600.00
				Total 6000 · OTHER EXPENSE	\$ 102,600.00													\$ 102,600.00
				Total Expense	\$ 1,013,163.14													\$ 1,013,163.14
Net Ordinary Income					\$ (125,505.14)										Includes Depreciation			\$ (125,505.14)
															Final Adjusted Budget*			\$ 14,931.46
															Less Depreciation			

UPAWS Finance Committee

Report & Recommendation: Reinvest CD

One of the \$50,000 Certificate of Deposit (CD) has matured. After discussing available rates, the Finance Committee recommends that the Board of Directors authorize reinvesting \$50,000 in a 24-month Certificate of Deposit in our investment account at First Bank. This ensures that we lock in an interest rate in case rates start to drop and continues our strategy of maintaining a ladder of CDs maturing over varying periods in this investment account.

Issue Brief
Prepared for UPAWS Board of Directors
Trademark UPAWS Name and Logo

1. **Issue for Consideration:** Should UPAWS have name and logo trademarked.
2. **Recommendations for Action:** For the future growth and protection of the nonprofit organization, UPAWS should have its name and logo trademarked.
3. **Definitions:**

Trademark: a symbol, word or words legally registered or established by use as representing a company or product. (1)

Copyright: the exclusive legal right, given to an originator or an assignee to print, publish, perform, film or record literary, artistic, or musical material, and to authorize others to do the same. (2)

What's the difference between a trademark and a copyright? Trademarks generally apply to names and logos, whereas copyrights refer to the protection of written works. A non-profit may want to trademark both their name and logo, so that the name itself and the design are both separately reserved for the organization's use only. If the nonprofit has a catchphrase or slogan, this would also be eligible for trademark. Nonprofits could use a copyright for the following examples: A curriculum which outlines the nonprofit's unique approach to their mission; Education materials for the nonprofit for the public; Other creative works by the nonprofit, like a magazine or video series. (3)

4. **Supporting Information:**
 - a. What is a Trademark: A trademark is any name, slogan, design, or logo that helps the general public identify a nonprofit or the products or services it offers. Many popular nonprofits have trademarks and use them to help the public identify with their mission. For example, the American Red Cross not only has its name trademarked, but it also has the red cross emblem trademarked. (4)
 - b. Trademark rights come from use, not registration. The organization automatically gets trademark rights just from using the trademark. However, these rights are very limited. (4)
 - c. Trademarking in the way mentioned in point (B) is typically geographically based. UPAWS is used in Marquette County; the danger is a group in Luce county could start using the name as well.
 - d. Branding Benefits of Federally Registered Trademarks

- i. Branding Awareness – a federal Trademark adds branding awareness for the public, making it easy for the public to identify the nonprofit and distinguish it from others
 - ii. Licensing. You have better control over licensing your nonprofit's name and logo for fundraising and marketing purposes once they're trademarked. You can also license your nonprofit's name and logo for merchandising, which can bring in more money for your organization.
 - iii. Expansion: Having a federal trademark will help you to expand your nonprofit organization. If you choose to expand.
 - iv. Value: A federal trademark will add value to your nonprofit organization – it becomes an asset just like any other asset your nonprofit owns. If you ever expand, or if you decided to merge or sell your nonprofit, the value of your nonprofit would be higher with a federally registered trademark than without one. (4)
- e. Legal Benefits of Federally Registered Trademarks
 - i. Protection. You get protection in all 50 states, even if you're only using your trademark in two or more states.
 - ii. Notice to Public of Trademark Rights: You're putting the entire public on notice that you are claiming trademark rights.
 - iii. Evidence with which to Resolve Disputes: You may be able to resolve trademark disputes easier when you have a federal trademark registration certificate.
 - iv. Federal Court Access: If another business is using your nonprofit's trademarks, you will be able to go to federal court to stop it. If you win in court, having a federally registered trademark might get you more money than if you hadn't registered the trademark, and you might be able to have your attorney's fees paid for. (4)
- f. What are the Costs of Registering a Trademark for Your Nonprofit?
 - i. Initial Costs: Before choosing a trademark, you will first need to run a trademark search. A search can run anywhere from a couple hundred dollars to several thousand. **(\$520 - \$1,380)**
 - ii. Application Filing Fees: There are filing fees associated with filing your initial federal trademark application. Those range from **\$250 to \$750** and can add up quickly. In addition, if you hire an attorney to file and monitor your application for you, you will have to pay attorney's fees on top of filing fees.
 - iii. Maintenance fees: Once you have obtained your federal trademark registration, there is required paperwork that must be filed every few years in order to keep your trademark registration active. The current fee is **\$525**.
 - iv. Miscellaneous Fees: You will likely want to have an attorney draft a standard cease-and-desist letter in advance for you, so you can send it out on your own if and when you discover that someone is using your nonprofit's trademarks. (4)

5. Background

It is not always necessary to register a trademark to have legal protection. Protection comes from using the trademark. In the course of business, not from the registration of the trademark. If your nonprofit has a name or log that is used regularly, you already have common law trademark rights in the geographic region where you use the trademark unless another organization previously registered the mark. (5)

Federal Trademarks last 10 years, as long as you file a statement (called a section 8 affidavit) that the mark is still in use between the fifth and sixth year. Trademarks can last indefinitely if you continue to file maintenance documents with the United States Patent and Trademark Office. You also have to use your trademark as described in registration documents and defend it from infringement. (6)

Providing quality services. Raising funds. Promoting public awareness. Regardless of the Nonprofits core mission, tasks like these are never far from the ever-growing list of things to do. But there is one more thing you need to add to that list if you haven't already, and that is obtaining federal trademark registration for the name.

Though it may not be something that immediately comes to mind when thinking about the future of your organization, **a federally registered trademark is imperative to your nonprofit's long-term success. Without a federal trademark, you're jeopardizing all of your organizations hared earned reputation and goodwill and potentially setting yourself up for a time-consuming, costly legal situation.** (7)

6. Total Associated Costs: \$1,295 - \$2,655

7. References

(1) Online Dictionary. [Definition of trademark - Search \(bing.com\)](#). (February 10, 2024)

(2) Online Dictionary. [Definition of copyright - Search \(bing.com\)](#). (February 10, 2024)

(3) Protecting Your Nonprofit's Name, Logo, & More: Trademarks and Copyright for nonprofits. [Protecting Your Name and Logo: Trademarks for Nonprofits \(charitableallies.org\)](#) (February 10, 2024).

(4) Should a Nonprofit Organization Trademark Its Name or Logo? [Should a Nonprofit Organization Trademark Its Name or Logo? | Nolo](#). (February 10, 2024)

(5) Should your Nonprofit Register a Trademark? [Definition of copyright - Search \(bing.com\)](#) (February 10, 2024).

(6) Upcounsel. [How Long Do Trademarks Last: Everything You Need to Know \(upcounsel.com\)](#). (February 10, 2024).

(7) Why Your Nonprofit Should Obtain a Trademark for Its Name. [Why Your Nonprofit Should Obtain a Trademark for Its Name - NonProfit PRO](#). (February 10, 2024).

8. Possible Motions Regarding this Issue

- a. Table this item for further discussion and research.
- b. Do not move forward with a trademark at this time as the organization has been using its name and logo for many years and therefore UPAWS has a common law trademark.
- c. UPAWS is moving forward into an unknown and unpredictable future. In an effort to protect our “brand”, reduce any potential confusion among donors, grantors and other funders, and to protect UPAWS should the organization move toward expansion the Board should move forward with officially trademarking its name and logo.

Petoskey Brewing Company Proposal (third party)

They are creating a beer that would raise funds for local animal shelters in the state of Michigan. - "Rescue Ale". Goal is to partner with 6 animal shelters in different regional areas in the state. We have been invited as the only shelter in the UP. They are launching the beer at end of March 2024. At the beginning of April, they are planning on distribution of kegs to local establishments (restaurants and bars) with promotional material. At the end of April, they hope to sell in cans in stores with a QR code to their website to explain the partnership with the 6 shelters and a link to the individual shelters' websites. As such, 10% of profits based on sales in the UP will be sent to us every month.

They need our permission to use name, logo, info and goals. Because of the nature of this proposal, I would feel more comfortable in getting a board consensus on this before we commit to participating in this third-party fundraiser.

If this proposal is accepted, Ann and I will work on collating/preparing the material to be sent to them.



PRESIDENT'S REPORT

February, 2024

- Liability Insurance (Prime Insurance) - Annual partnership call on Feb 27, transitioned to Sarah.
- Attended Neon CRM Monthly Product Release webinar (Events, Campaigns, Grant Tracking).
- 2024 Platinum Partners. Sent updated logos to Ann for social media and lobby TV updates, also posted on drive. Lynn & I will order a new banner.
- Municipal contract adoption. Meeting with Anne Giroux, Mqt Co Administrator, Mqt Co Civil Counsel and Sarah rescheduled to Fri, March 1, 2pm. Sending to other municipalities as I create from the template.
- Working on Neon documentation and training for Sarah, Ann and Coordinators. Priority is updating donation account code (purpose) for Ann/Sarah and Recurring Payment Schedules for Sarah. General donation processing for Coordinators will take more time.
- Sent email to Hailey and Jenna in the prosecutor's office for opinion on SB 0657, 0658 (amending bond-or-forfeit provisions in Michigan's anti-neglect statute & anti-cruelty statute) and invited to the Feb board meeting, Jenna is attending. Forwarded Michigan Humane information to Reva on 1/29/24. Sarah is obtaining feedback from staff.
- Sent email to all the veterinarians we work with re: HB 4980 (telehealth) and compiling feedback.
- Handled a Year-End Donation report as requested.
- More work on Personnel Policy (see Personnel Committee report), should be ready for March Board meeting
- Working on a tile and a paver for Memorial Garden. Met with Gordon of Sheltered Harbor Pet Memorials on Feb 27th. Have an updated list of pricing, products & needed lead times. Will next discuss with Pat of Republic Memorials to determine his involvement, there is a chance that he can source some of it. Once this is done, I should have a recommendation for the March board meeting and then Ann & I can work on updating the webpage, etc.
- Very good board retreat on Feb 3. A sincere thank you to the board and Sarah for attending, the great potluck and most importantly, the open and supportive discussions. Leslie is updating the "Board Tasks" with input from Lynn's notes and we'll review as part of the upcoming Strategic Planning sessions or set another meeting.

Respectfully submitted,

Leslie Hurst

UPAWS Board President

February Shelter Update

- The first “Read to a Shelter Pet” event happened on February 15th, with 5 kids reading to the cats. We also had rabbits in the shelter so one child was able to read to them as well. Next date is scheduled for March 21st from 4:30pm-5:30pm
- We did another transfer with HATS, where we took in 16 cats/kittens. All 16 were adopted in 1 week! Awesome!
- Spay Day is looking like a huge success again this year. Every area vet joined in and there are only 3 spots left!
- SASAWIN cat banks/cages were delivered, finally! They are not set up yet but will be by next month
- Dotti the dog was able to have the send off she deserved! Dotti was not doing well with her terminal illness so a vet tech stepped up to foster her, to give her the best last week she could ask for. She was able to snuggle on the couch, go for car rides, and just finally be a dog! She sadly passed away on Tuesday in the arms of her foster mom.
- The van got an upgrade- new all season tires were put on on February 9th

Sarah Evers, LVT
Shelter Manager

January 2024		DOGS		CATS		OTHER	TOTAL	
	In Shelter	13		33		9	55	
	In Foster	28	2 in true foster	65	2 in true foster	1	94	
	TOTAL Beginning Count	41		98		10	149	
INTAKE		DOGS	PUPS <5 mos.	CATS	KITS <5 mos.	OTHER	TOTAL	YTD
	Owner Surrender	8	3	22	6	5	44	44
	Returned Adoption	0	0	2	0	0	2	2
	Stray (from Police, Public and Shelter Pickup)	7	0	7	0	0	14	14
	Born in Care	0	0	0	0	0	0	0
	Transferred from Other Shelters	6	0	1	14	0	21	21
	Special Hold/Service In	0	0	1	0	0	1	1
	Seized/Custody (Cruelty & Neglect)	0	0	0	0	0	0	0
	Total Intakes	21	3	33	20	5	82	82

OUTCOMES

Adoptions (shelter, foster home or special event)	19	0	54	17	8	98	98
Total Adoptions YTD	0	0	0	0	0	0	
Returned to Owner	6	0	4	0	0	10	10
Transferred to Rescue Groups/Shelters	6	0	0	0	1	7	7
Total Live Outcomes	31	0	58	17	9	115	115
EUTHANIZED/DEATHS/MISSING/STOLEN							
Dangerous	0	0	0	0	0	0	0
Dying	0	0	0	0	0	0	0
Animal's Name and Reason							
TOTAL ANIMALS EUTHANIZED	0	0	0	0	0	0	0
Died at shelter/foster home - Unknown	0	0	2	0	0	2	2
Missing/Stolen/Escaped	0	0	0	0	0	0	0
Animal's Name and Reason			Ellie-non contagious Gills-unknown				
Total Euth/Died/Other Outcomes	0	0	2	0	0	2	2
In Shelter	9		35		6	50	
In Foster	25	0-true foster	39	true foster	0	64	
TOTAL Ending Count (per formula)	34		74		6	114	
TOTAL Ending Count (per report)	34		74		6		
SAVE RATE (Intake- Euthanasia Outcome)/Intake						100.0%	100.0%
ASPCA Live Release Rate (Live Outcomes/ Intake)						140.2%	140.2%

OTHER INFO

	Dogs	Cats
Avg. Length of Stay	68.0	56.0
Monthly Return Rate (returns/adoptions)	0%	3%

January 2024 - CLINIC SERVICES	DOGS	CATS	OTHER	TOTAL	YTD
Owner Requested Euthanasia	0	0	0	0	0
Bite Hold (for Owner)	0	0	0	0	0
Spay/Day	7	5	2	14	14
Community Spay/Neuter (Spay It Forward)	0	2	0	2	2
Microchipping	1	1	0	2	2
Domestic Violence	0	0	0	0	0
Pending Investigation	0	0	0	0	0
Boarding	0	0	0	0	0
Dog Park Permits	4	0	0	4	4
Service - Home 2 Home	0	0	0	0	0
Service - Nailtrims	10	7	0	17	17
Service - Dog Licenses	0	0	0	0	0
Service - Cremation Services	0	0	1	1	1
Total	22	15	3	40	40

UPAWS Finance Committee Minutes

Meeting Date: Thursday, February 22nd, 2024 at 5:00pm

Meeting Location: Google Meet

Present: Chris Danik (Chair), Jill Compton, Dale Dexter, Leslie Hurst, Cole Zyburt

New Business

- **Review January 2024 Financial Reports**: Reports are not available at this time and will be reviewed and presented next month.
- **First Bank CDs**: One of the \$50,000 CDs matured. The committee discussed how rates are changing. Our money market rate is higher than what is available in CDs, and there is a chance that the rates could start to come down. The committee decided to move forward, recommending reinvesting the \$50,000 to lock in a rate. **It was moved by Jill and seconded by Dale to recommend the purchase of another \$50,000 CD with a 2-year maturity. Cole abstained, and the motion passed.**

Old Business

- **2024 Budget**: The committee reviewed the proposed budget built by the Treasurer and Shelter Manager and further board discussion at the retreat. The committee discussed whether depreciation should be included. The committee agreed that it should be included to prepare for replacing assets but realizes that at this point, it could not be included and have a balanced budget. Dale recommended that it be included as an adjusted figure to help keep it on our minds. The committee agreed. **It was moved by Jill and seconded by Dale to recommend that the proposed 2024 budget be approved and adopted by the Board of Directors. The motion passed unanimously.**
- **Financial Policy Revisions**: The committee reviewed proposed changes throughout the document. Jull suggested that UPAWS adopt a document for UPAWS credit card holders to sign that states they will reconcile their purchases monthly and what happens if personal purchases are made with the card. The committee will again independently review the proposed changes. Prior to the next meeting, the committee will review the duplications between the main document and the addendums. The committee will also review the proposed authority matrix and calendar for additions or changes.

The meeting adjourned at 6:23pm.

Next Meeting: Tuesday, March 19th, 2024 on Google Meet

Respectfully submitted,

Chris Danik

Treasurer / Finance Committee Chair

FUNDRAISING COMMITTEE
NOTES
February 2024

Monthly meeting of this committee was cancelled due to time constraints and our focus on the upcoming Cause For Paws event. This document is an effort to update the committee members and board.

2022 Fundraisers Updates:

- CFP19 Name a Beer After Your Pet Release Parties: One last party remains. We would like to see some way to honor their donation for the auction item, but at this point, nothing has been determined. We will continue to address this.

2023 Fundraisers:

- 2024 Calendar: Ann is in the process of compiling the Final Report.

2024 Fundraisers:

- Raise the Woof 2024: Tentative Final Report is on the drive and need to be finalized.
- Cause For Paws: Saturday, March 16, 2024 at the Holiday Inn in Marquette. This committee has been meeting quite regularly and are the final stages for this event.
- Pet Photo 2025 Calendar: Ann has offered to chair this fundraiser and has submitted a budget.
- Rescue Raffle: We need to make a determination if this event will be held in 2024. A final decision will be made at our April meeting.
- TUFT: Scheduled for Thursday, 7/18/24. Leslie has offered to chair this event and is working on forming a committee
- SYM: We have a 2024 budget, but no chair. As of yet, no venue has been determined. Suggestions include Marquette County Fairgrounds, Heritage Train (Negaunee) and Lower Harbor (Marquette). Lynn will investigate availability of the last two.
- Sally's Ride: Budget on drive but no date at this point.
- Canisters: Reva is arranging placement of a new canister at Smelter Pizza x Matt's on Presque. Once that has been finalized, it will be added to the canister sheet.

Other Business:

- Texas Roadhouse, soft opening (third party): UPAWS was selected as a designated recipient for donations during the soft opening. Ann and Lynn attended on Saturday, 2/24, to represent UPAWS with a table by the front door. Since TRH was offering a free meal, they had envelopes on each table to encourage customers to donate funds for UPAWS in lieu of paying for their dinner. In addition, we will receive all the money for liquor sales for the evening. No update as of this writing.
- Petosky Brewing Company (third party): They are creating a beer that would raise funds for local animal shelters in the state of Michigan. - "Rescue Ale". Goal is to partner with 6 animal shelters in different regional areas in the state. We have been invited as the only shelter in the UP. They are launching the beer at end of March 2024. At the beginning of April, they are planning on distribution of kegs to local establishments (restaurants and bars) with promotional material. At the end of April, they hope to sell in cans in stores with a QR code to their website to explain the partnership with the 6 shelters and a link to the individual shelters' websites. As such, 10% of profits based on sales in the UP will be sent to us every month. They need our permission to use name, logo info and goals. Because of the nature of this proposal, I would

feel more comfortable in getting a board consensus on this before we commit to participating in this third-party fundraiser.

- Fire Station (third party): Staff at all their locations identified three non-profits in their area. Announcement was put on FB and public voting is underway. Non-profit in each of the area with the most votes would get \$1000. Voting ended 2/25/24 – no update as of this writing.
- Tadych Marketplace Pet Tags (third party): Karen is liaison. We have all the needed supplies for this fundraiser.
- Beth Millner UPAWS necklace (third party): We have the material to promote this third party fundraiser (necklace in a shadow box, banner and business cards). We plan on using the sample necklace as an item for CFP.
- Intern for Fundraising: Will be discussed initially within Personnel Committee.
- Platinum Partners: UPDATE for 2024. We have four Platinum Partners for 2024 – Select Realty, Mares-z-Doats, Nicolet Bank and Iron Range Agency/Tricor Insurance. Banner will be prepared.
- Calendar and Contacts List: In process of being updated with 2024 info.
- Canister Report: Updated and on drive.
- Fundraiser Business List: To be discussed. On the drive as “Fundraiser Business List 2022 DRAFT”. We need to update this list.
- Fundraising Manual: Lynn stated that we need to continue to work on this update and all members should be prepared to discuss at the April meeting.

Respectfully submitted,

Lynn Andronis, Chair

NEXT MEETING IS SCHEDULED FOR MONDAY, 3/18/24 AT 6 PM, AT THE SHELTER. A VIRTUAL OPTION WILL BE OFFERED AS WELL.

**Personnel Committee Meeting
February 20, 2023 11:30am-1:30pm via Google Meet**

Present: Lynn Andronis, Chris Danik, Leslie Hurst, Deb Lamere

Personnel Policy Review & Update:

Gender neutral - Use titles otherwise their/them

Section 4 - Delegation of Authority. Lynn will find if & when the board approved, we'll need to recede this. Lynn checked, Personnel approved the updates April 20, 2022 but not part of policy so don't need to recede.

Section 15. Retirement - Send Deb email and she'll look into it. Do we want to lower the 2 year requirement? Deb will send sample wording.

Part Time to Occasional Part Time - Include how accrued vacation & sick will be handled.

Full Time to Part Time - Include how accrued vacation & sick will be handled.

Eliminate Occasional Part Time (OPT) type - Discussion on the fairness that an employee working 1 or 2 days will accrue sick and vacation at the same rate as someone who works 32 hours so have opted to leave it. Leslie will get Sarah's feedback, especially in regard to scheduling and payroll reporting. Need to verify current OPT accrued vacation & sick.

Leslie will make final changes to the policy after discussing with Sarah and notify the committee with the intent that they will be able to recommend an updated policy at the March board meeting.

Leslie will schedule the next meeting in a couple weeks.

- Finalize Personnel Policy recommendations
- Sarah's 6-month review (overdue)
- Position Description review with focus on "Fundraising/Development" position
- Status of staff training

Respectfully submitted

Leslie Hurst
Board President - Chair of Personnel Committee