

# Oceana County Board of Commissioners

February 23, 2023

Today's meetings  
begin at **10:00 a.m.**

## Committees and Board Meeting Packet



### Board of Commissioners

Robert Walker, Chairperson  
Tim Beggs, Vice-Chairperson  
Paul Erickson

Craig Hardy  
Phil Morse

### Prepared by:

Tracy Byard  
Oceana County Administrator



Oceana County, Michigan



# PUBLIC NOTICE

## OCEANA COUNTY BOARD OF COMMISSIONERS

100 State Street, Hart, MI 49420 – (231) 873-4835

The Oceana County Board of Commissioners **will hold** the following committee meetings and its regular board meeting on **Thursday, February 23, 2023** beginning at 10:00 a.m. and 11:30 a.m. respectively. The meetings will be held in the Oceana County Board of Commissioners Room located at 100 State Street, Hart, MI 49420.

- Properties, Environment and Economic Development
- Finance and Administration Committee
- Regular Board of Commissioners Meeting

Detailed meeting agendas are available online at:

<https://oceana.mi.us/government/board-of-commissioners/schedule-of-meetings/>

or, by contacting the County Administrator’s Office at the address shown above, by

telephone (231) 873-4835, or by email [countyadmin@oceana.mi.us](mailto:countyadmin@oceana.mi.us)

The Oceana County Board of Commissioners has **cancelled** the following meetings by order of the committee/board chairperson due to a lack of business:

- None

*All meetings are open to all members of the public. This notice is given pursuant to, and in accordance with, the provisions of the Open Meetings Act, Public Act 267 of 1976, as amended. Oceana County does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services.*



# Oceana County Board of Commissioners

County Building  
100 State Street, Suite M-4, Hart, MI 49420

# AGENDA

## Properties, Environment and Economic Development Committee

There will be a committee meeting on **Thursday, February 23, 2023 beginning at 10:00 a.m.**, or immediately following any preceding committee meetings, in the Oceana County Board of Commissioners Room, 100 State Street, Hart, MI 49420.

**Committee Chair: Paul Erickson**

**Committee Vice-Chair: Phil Morse**

Presenter	Description	Item #
Mr. Erickson	Call to Order Roll Call Approval of Minutes from January 26, 2023 <span style="float: right;">Pages 4 - 6</span> Changes to the Agenda Approval of the Agenda Public Comment ( <i>state your name, current address, and agenda item or topic</i> )	
Derik Van Baale, Ph. D. Committee Chair, OCDVA	Veterans Annual Report <span style="float: right;">Pages 7 -11</span>	#2023-24
	Addendum to By-Laws <span style="float: right;">Page 12</span> Veterans Affairs Committee Vacancy	#2023-34
Mr. Jonathan Wilson	DTE Expansion Proposal	
Mr. Curtis Burdette	Economic Development Update	
Mr. Richard Raffaelli	Request for reduction in Building, Electrical, Plumbing and Mechanical and Drain Permit Fees <span style="float: right;">Pages 13 - 15</span>	#2023-14
Administrator Byard	Consideration to approve Remonumentation Agreements for Noah Penn and Alex Altmaier <span style="float: right;">Pages 16 - 29</span>	#2023-28
	Public Comment ( <i>state name, current address, and agenda item or topic</i> )	
	Adjournment	

## **Properties, Environment, and Economic Development Committee**

The Properties, Environment, and Economic Development Committee Meeting was called to order by Chairperson Erickson, on Thursday, January 26, 2023, at 10:00 a.m. in the Board Conference Room.

Present: Mr. Morse, Mr. Beggs, Mr. Hardy, Mr. Walker, and Mr. Erickson.

Also Present: Ms. Byard, Oceana County Administrator; Ms. Anderson, Oceana County Clerk; Mr. Richard Raffaelli, Shelby Township Supervisor; Mr. Garry McKeen, Oceana County Parks & Recreation Commission Chair.

Moved by Mr. Morse and seconded by Mr. Walker to approve the minutes of the May 12, 2022 Building, Grounds, and Insurance Committee Meeting and the minutes of September 22, 2022 Planning and Environmental Services Committee Meeting.

Voice vote. Motion carried.

Chairperson Erickson asked if there were any changes to the agenda. Chairperson Erickson noted that Motion #2023-15, regarding the 10-acre donation to the Parks & Recreation Commission, be removed from the agenda. He also noted that Administrator Byard requested a discussion regarding the Plumbing and Mechanical inspections be added to the agenda as well.

Moved by Mr. Beggs and seconded by Mr. Morse to approve the agenda as amended.

Voice vote. Motion carried.

### **Public Comment**

There were no public comments at this time.

### **Agenda Items**

Mr. Richard Raffaelli, Shelby Township Supervisor, brought forth consideration of a motion to reduce building, electrical, plumbing, mechanical, and drain permit fees for Shelby Acres housing project. This project is geared towards constructing affordable housing in Shelby Township through a nonprofit organization. Shelby Township waived the Zoning Permit fee, Oceana County Road Commission waived their Driveway Permit fee, and the Village of Shelby reduced their Water/Sewer Tap fee. Mr. Raffaelli is requesting that Oceana County reduce the fees for Building, Electrical, Plumbing, and HVAC permits by 55% and Drain Commissioner's permit fees be reduced by 50%. The total request in reduction of fees from Oceana County would be \$53,088. This project is not taxpayer funded and the County will benefit from an incremental tax base increase of \$160,000 each year. The request is not asking for a money to be given, just that Oceana County not profit from the permit fees.

Mr. Walker inquired if the Drain Commission permit fees were statutory and would like further information. Mr. Raffaelli noted that all fee schedules can be altered on regularly scheduled work. Mr. Walker conjectured that if fees get waived for one project, there may be other projects that request the same reduction.

Mr. Morse wondered what the policy and/or procedure would be for a request like this. He also noted that this would align with the Strategic Plan.

Mr. Beggs suggested tabling a decision regarding a reduction of fees and would like to have more information provided regarding Fund Balances.

Mr. Walker agreed with Mr. Beggs and recommended having a decision made by the second meeting in February.

Mr. Hardy also agreed that due diligence must be done before a decision is made.

Mr. Erickson indicated that this would be a good movement forward for low income housing in Oceana County.

Ms. Byard requested discussion regarding suggested Transfer Station gate fees. She provided a comparison with other transfer stations in Michigan. Mr. Walker noted that Croton Transfer Station is managed by American Classic.

Mr. Hardy spoke briefly regarding a revised list of transfer station fees. He indicated which items will not be accepted: Boat/Travel Trailers, Concrete, Semi Tires, and Tractor Tires.

Mr. Beggs acknowledged that if the fees become too high, then more trash will be dumped along roadways.

Mr. Morse questioned why certain tires would not be accepted. Mr. Erickson, Mr. Walker, and Mr. Beggs provided alike answers on how disposal of tires is problematic. Mr. Morse recommended a linear increase for pricing truckloads with shingles.

Mr. Walker mentioned that if a scale is implemented then having tiered rates will be improbable.

Ms. Byard suggested approving a motion to collect indirect costs from the Indigent Defense Fund. Indirect costs can be attributed to work done in the Administrator's Office, Treasurer's Office, and Clerk's Office. Ms. Byard recommended charging back the costs to recoup some of the funding spent indirectly.

Mr. Walker spoke with Dr. Karen Moore, Indigent Defense Coordinator, and she believes that if the chargeback is done relatively soon that a refund will be administered promptly.

Ms. Byard requested discussion of a motion to reappoint Mr. John Foss to the Oceana County Planning Commission. Mr. Morse noted that Mr. Foss is very insightful and has a good perspective.

Ms. Byard recommended a motion to reappoint the Animal Control Officer, Mr. Michael Garcia, and the Deputy Animal Control Officer, Mr. Timothy Plueger. This is a statutory two-year appointment.

Ms. Byard sought consideration of a motion to appoint a member to the Michigan Work! Workforce Development Board. Ms. Meyette was the previous member appointed.

Ms. Byard requested consideration of a motion to reappoint Ms. Lynn Cavazos, Ms. Anne Pauli, and Mr. Larry Byl to the Brownfield Redevelopment Authority.

Ms. Byard facilitated discussion regarding an immediate need for a Plumbing and Mechanical Inspector in the Building Department. Mr. Rich Story, previous inspector, passed away on January 25<sup>th</sup> with 336 open Plumbing and Mechanical Inspection Permits. After speaking with, Mr. Randy Miller, Building Department, he suggested contacting Mr. Jim Callender to provide temporary inspection services. Ms. Byard would like to be able to negotiate a contract with Mr. Callender, to provide inspections for 30 days with a \$50/inspection fee.

### **Public Comment**

Mr. Garry McKeen, Oceana County Parks & Recreation Commission Chair, spoke briefly regarding a request for proposal for the proposed Black Lake Park and pavilion. Mr. McKeen also suggested that permit fees be waived for the Parks & Recreation Commission when they choose to erect different structures. He touched briefly on a possible 10-acre land donation to the Parks & Recreation Commission.

Chairperson Erickson asked if there was any further business to come before the Board. There being none, the meeting adjourned at 11:00 a.m.

Respectfully submitted,

Amy L. Anderson  
Oceana County Clerk

**OCEANA COUNTY**  
**DEPARTMENT OF VETERANS AFFAIRS COMMITTEE**  
**~ BYLAWS ~**

**ARTICLE I: Name and Address**

**Name and Address.** The name of the Committee is the Oceana County Department of Veterans Affairs Committee (DVA). The address of the Authority is 844 S. Griswold St. Suite 100 Hart, Michigan 49420

**ARTICLE II: Authority**

Section 1. **Adoption of the OCDVA.** On December 13, 2012, the Oceana County Board of Commissioners adopted resolution #12 establishing the DVA Committee transferring the powers and duties of the Soldiers and Sailors relief commission to the DVA Committee.

Section 2. **Adoption of the OCDVA Committee.** On December 27, 2012, the Oceana County Board of Commissioners appointed a five person DVA Committee. Due to the increased involvement and requirements of the Committee, the DVA has expanded to a seven-person Committee appointed by the County Board of Commissioners.

Section 3. **Terms, Replacement and Vacancies.** An equal or near equal number of the initial Committee members appointed shall be appointed to terms of one year, two years, and three years. Thereafter, each Committee member shall serve for a term of four years. Subsequent Committee members shall be appointed in the same manner as original appointments at the expiration of each Committee member's term of office. A Committee member whose term of office has expired shall continue to hold office until his/her successor has been appointed with the advice and consent of the Oceana County Board of Commissioners. A Committee member may be reappointed with the advice and consent of the Oceana County Board of Commissioners to serve additional terms. If a vacancy is created by death or resignation, a successor shall be appointed with the advice and consent of the Oceana County Board of Commissioners within thirty (30) days; to hold office for the remainder of the term of the vacated office.

Section 4. **Removal.** A Committee member may be removed from office for inefficiency, neglect of duty, misconduct, or malfeasance, by a majority vote

of the Oceana County Board of Commissioners.

- Section 5. **Conflict of Interest.** A Committee member who has a direct interest in any matter before the DVA shall disclose his/her interest prior to any discussion of that matter by the Committee. The disclosure shall be recorded in the Committee's official proceedings. The interested Committee member shall further refrain from participation in the Committee's action relating to the matter. Each Committee member, upon taking office and annually thereafter, shall acknowledge in writing that they have read and agree to abide by this section.
- Section 6. **Meetings.** Meetings of the Committee may be called by or at the request of the Committee Chairperson or any two Committee members. Meetings shall be public and notice of such meetings shall be provided to the public, ((Act No. 267 of the Public Acts of 1976). The Committee shall hold an annual meeting in the first calendar quarter of each year at which time officers of the Committee shall be elected as provided in Article III, Section 2.
- Section 7. **Notice.** Notice of any meetings shall be given in accordance with the Open Meetings Act (Act No. 267 of the Public Acts of 1976).
- Section 8. **Quorum.** A majority of the Committee members then in office constitutes a quorum for the transaction of business. A vote by the majority of the Committee members constitutes an action of the Committee, unless the vote of a larger number is required by statute or by these Bylaws. Amendment of the Bylaws by the Committee requires the vote of not less than a majority of the Committee Members then in office. A majority of the Committee present may adjourn the meeting without further notice.
- Section 9. **Participation by Communication Equipment.** A Committee member may participate in a meeting by telephone or another method by which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this provision constitutes presence at the meeting.
- Section 10. **Committees.** The Committee may, by resolution passed by a quorum, designate one or more committees. Each committee shall consist of one or more DVA Committee officers. The Committee may designate one or more Committee members as alternate members of a committee to replace an absent or disqualified Committee member at a committee meeting. In the absence or disqualification of a committee member, other Directors present at a committee meeting and not disqualified from voting, whether or not

they constitute a quorum, may appoint another Committee member to act in place of such an absent or disqualified Committee member. A committee, and each member thereof, shall serve at the pleasure of the DVA Committee. To the extent provided in the DVA Committee's resolution, a committee may exercise all powers and authority of the DVA Committee in the management of the business and affairs of the DVA Committee, except that the committee may not (a) recommend dissolution of the DVA Committee, or revocation of dissolution, (b) amend the Bylaws of the Authority, or (c) fill vacancies in the DVA Committee.

### ARTICLE III: Officers

- Section 1. **Qualification and Appointment.** The DVAS Committee members will be appointed by the Oceana County Board of Commissioners and shall consist of a Chairperson, Vice Chairperson, and Secretary/Treasurer. The Board may also appoint a Recording Secretary who need not be a member of the Board. Two or more offices may be held by the same person, but an officer shall not execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law or Bylaws to be executed, acknowledged, or verified by two or more officers. To be appointed to the DVA Committee a person must be 1) a resident of Oceana County, 2) honorably discharged from Active Duty in the United States Armed Forces wherein the persons received an Armed Forces Campaign or Service Metal OR served in a time of war, 3) have demonstrated knowledge, skills and experience in one of the following: public service, business or finance.
- Section 2. **Nomination, Election and Term of Office.** Officers of the Authority shall be elected by the Board at an annual meeting held during the second calendar quarter of each year. Candidates shall be nominated by a nominating committee composed of three members appointed by the Chairperson. The term of each office shall be for one (1) year. Each officer shall hold office until his/her successor is appointed.
- Section 3. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled at any meeting of the Board for the unexpired portion of the terms of such office.
- Section 4. **Execution of Oaths.** Under the provisions of Sec. 7 para 35.27, PA214 of 1889, members of the DVA Committee appointed under this act shall have the power to administer oaths in the execution of their duties.
- Section 5. **Chairperson and Vice Chairperson.** The Chairperson shall be the chief

executive officer of the Committee, but he or she may occasionally delegate all or any part of his/her duties to the Vice Chairperson. The Chairperson shall be an ex-officio member of all standing committees and shall have the general powers and duties of supervision and management of the Committee. In the Chairperson's absence, the Vice Chairperson shall preside at meetings, have general and active management of the business of the Committee, and perform all the duties of the office as provided by law or these Bylaws.

Section 6. **Secretary/Treasurer and Recording Secretary.** The Secretary/Treasurer or Recording Secretary shall attend all meetings of the Committee, record votes and minutes of all proceedings, and perform similar duties for the standing committees when required. He/she shall further perform all duties of the office of Secretary/Treasurer as provided by law or these Bylaws. He/she shall be sworn to the faithful discharge of these duties. The Committee may also choose to elect a Secretary and Treasurer as separate officers in the Annual Meeting.

Section 7. **Delegation of Duties of Offices.** In the absence of any officer of the Committee, or for any other reason that the Committee may deem sufficient, the Committee may delegate, for such time as appropriate, some or all powers or duties of an officer to any other officer, or to any Committee member, provided a majority of the DVA Committee then in office concurs.

Section 8. **Executive Committee.** The Chairperson, Vice Chairperson and Secretary/Treasurer shall comprise the Executive Committee. The Executive Committee, may, upon a majority vote, authorize the expenditure of up to \$1,000 for any expense listed as an eligible item for expenditure under DVA Committee funding guidelines. The Executive Committee must report any such expenditure to the DVA Committee at the next regularly scheduled meeting.

Section 9. **Veterans Service Officer.** The Committee shall appoint a veteran's service officer (VSO) and other employees as necessary to carry out the provisions of the Soldier and Sailor Relief Act, (SSRF) and shall serve as the supervising authority over those employees.

## **ARTICLE V: Fiscal Year**

The fiscal year of the DVA Committee shall correspond to the fiscal year of Oceana County.

**ARTICLE VI: Miscellaneous**

- Section 1. **Seal.** The DVA committee shall provide a corporate seal which shall be the official seal of the DVA Committee.
- Section 2. **Per Diem.** The DVA Committee is entitled to the same per diem as the Oceana County Board of Commissioners as applied to meeting attendance and mileage.

**ARTICLE VII: Amendments**

These Bylaws may be altered, amended or repealed by vote of a majority of the Committee then in office at any regular or special meeting called for that purpose; but shall require approval of the Oceana County Board of Commissioners before taking effect.

I HEREBY CERTIFY that the above Bylaws were adopted the \_\_\_\_ day of \_\_\_\_\_, 2022.

SECRETARY

15 February 2023

Oceana County Veterans' Coalition  
PO Box 175  
Hart, Michigan 49420

Dear County Commissioners,

The post commanders' recommendation for a replacement to fulfill the veterans' department vacancy is **Mr. Kim Tate** based on his vast experience in accounting, finance, regulatory interpretation, and supervision. His county community involvement is also noteworthy.

The post commanders were quick to express their deep affection and appreciation for each of the volunteers' openness to lead and serve. Truly, the commanders felt good about all three nominees: Mr. Christ Irving, Mr. Ed Dodds, and Mr. Kim Tate. It is comforting to know that we have bright and experienced leaders who are willing and able to answer the call of duty.

Additionally, on behalf of the county veteran community, we thank you for your continued hard work and enthusiastic support.

**In Person Voting Monday 2/13/23:**

**Pentwater Veterans of Foreign Wars Post #6017:** Mr. Jim Carson

**Hart Veterans of Foreign Wars Post #1329:** Mr. Mike Wilson

**Shelby American Legion Post #30 & Ferry Veterans:** Mr. Larry Fessenden

**Marine Corps League:** Mr. Dave Masunas (*Voted electronically due to illness*)

Unavailable: **Hart American Legion Post #234;** out of state with no email

**Hesperia American Legion Post #411;** unable to contact commander by deadline for submission.

Sincerely,



K.A. Loncar

President, Oceana County Veterans' Coalition

## Shelby Acres Fee structure Breakdown

(Based on 84 Units over 5 Years)

Permit Type	Department	Cost	Sub Total	Net Cost	Notes:
Zoning Permit	Township	\$ 75.00	\$ 6,300.00	\$ -	Township Waived
Driveway Permit	OCRC	\$ 35.00	\$ 2,940.00	\$ -	OCRC waived
Water Sewer Tap	Village	\$ 710.00	\$59,640.00	\$ 29,820.00	Village reduced to Cost
Drain C	County	\$3,000.00	\$ 3,000.00	\$ 3,000.00	
Drain C Yearly	County	\$1,500.00	\$ 7,500.00	\$ 7,500.00	
Building Permit	County	\$ 610.00	\$51,240.00	\$ 51,240.00	
Electrical Permit	County	\$ 380.00	\$31,920.00	\$ 31,920.00	
Plumbing Permit	County	\$ 305.00	\$25,620.00	\$ 25,620.00	
HVAC Permit	County	\$ 285.00	\$23,940.00	\$ 23,940.00	
				\$173,040.00	

**Request:**

- 1 Reduce Building, Electrical, Plumbing and HVAC Permit by 40% which covers the compensation for the inspectors and 5% administration
- 2 Reduce the annual 50% charge (Of 3K permit fee) of Drain commision permit as development will take 5 years to complete
- 3 Total request is to reduce County fees by \$53,088.00
- 4 Not tax payer funded and County will benefit with 160K incremental tax base each year

All rediced costs will go back to the homeowner sale price

# Shelby Acres

Shelby Township, Michigan

PETERSON FARMS



Conceptual Rendering: Looking Northeast

# Shelby Acres

Shelby Township, Michigan

PETERSON FARMS



Conceptual Rendering: Looking Northeast from Ocean Drive

## Monumentation Surveyor Agreement

THIS AGREEMENT made and entered into this 23rd Day of February, 2023, by and between the COUNTY BOARD OF COMMISSIONERS, (hereinafter referred to as the “Board”, acting on behalf of the COUNTY OF OCEANA, a municipal corporation and political subdivision of the State of Michigan, (hereinafter referred to as the “County”) and Noah Penn, PS, 1872 Tall Oaks Drive W, Ludington, Michigan, (hereinafter referred to as the “Monumentation Surveyor).

### WITNESSETH:

WHEREAS, pursuant to Section 9 of PA 1990, No 345, known as the “State Survey and Remonumentation Act” (hereinafter referred to as “1990 PA 345”), the Board is authorized to contract with a licensed surveyor, (hereinafter referred to as the Monumentation Surveyor) for all surveying projects in Oceana County, as required by the Monumentation and Remonumentation Plan for Oceana County; and

WHEREAS, the County Representative of the Oceana County Remonumentation Program has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services required under Public Act 345 of 1990; and

WHEREAS, the Board, upon recommendation of the County Representative, accepts the Remonumentation Surveyors offer subject to the terms and conditions of this agreement.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows.

- I. Scope of Services. The Monumentation Surveyor shall perform the following services under the Guidelines of the County Representative (see Appendix B at the end of this Agreement) and the Requirements set forth in Public Act 345 of 1990, defined in the Oceana County Monumentation Plan.
  - A. Research of public and private records for information regarding public land corners.
  - B. Field work including but not limited to:
    1. Field Traversing for determining mathematical relationships.
    2. Excavation for physical evidence of monumentation of government corners.
    3. Setting, restoring and perpetuating physical monumentation for government corners under requirements of P.A. 74 of 1970.
    4. Establishment of acceptable accessories for all monumented section corners.
  - C. Preparation of Corner Recordation Certificates under the Guidelines of P.A. 74 of 1970 and the presentation of all data to peer review committee and approval.
  - D. Record keeping of all field activities and Corner research in accord with the Guidelines of the Oceana County Representative.
  - E. Record keeping of all time and materials expended to accomplish the above listed tasks.

F. For a list of Corners to be completed, see Appendix A at the end of this Agreement.

- II. Compensation. The Monumentation Surveyor shall be compensated for services performed under this agreement the sum of \$ 15,375.00.

The contractor will not be paid for participation in peer review meetings when presenting the contracted corners.

The Monumentation Surveyor shall present an invoice for 40% of the total cost upon the approval of this contract. Upon completion of the field work for the assigned corners, the Monumentation Surveyor may present an invoice for another 40% of the total cost and shall be accompanied with photo-copies of all Field Notes (including Corner Excavation & Search Report). An Invoice shall be presented for the last 20% upon completion of work under this contract, approval by the Oceana County Peer Group, and the recording of the new Land Corner Recordation Certificates according to Act 74 of 1970.

Upon the verification of the accuracy of a bill by the Oceana County Representative, (Mr. J. Randolph Hepworth, PS ) each bill and the sum due there under shall be processed and paid in accordance with the County's expenditure procedure of accounts payable.

- III. Hours of Work. The Monumentation Surveyor shall have control over determining the days and hours in which he performs work under this agreement.
- IV. Monumentation Surveyor's Office, Tools and Equipment. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this agreement. The Monumentation Surveyor shall also, at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this agreement.
- V. Licensing. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this agreement. This agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.
- VI. Applicable Law and Venue. This agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Oceana County, Michigan.
- VII. Compliance with Law. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and Local laws, ordinances, rules and regulations. The surveyor shall also adhere, at his own expense, to any rules, regulations, polices or guidelines of the Oceana County Road Commission when doing any work on a Oceana County road. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.
- VIII. Protection of Persons and Property. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety

provisions of all applicable laws and codes shall be observed. The surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The surveyor shall secure all necessary certificates and permits from Municipal or other public authorities as may be required in connection with the performance of work covered by this agreement.

- IX. Non Discrimination. The Monumentation Surveyor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or positions.

The Monumentation Surveyor shall adhere to all applicable Federal, State and Local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to the following:

- A. The Elliot Larsen Civil Right act, 1976 PA 453, as amended.
- B. The Michigan Handicappers Civil Rights Act 1976, PA 220 as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112.87 Stat 394 as amended and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USDA § 12101 et seq), as amended and regulations promulgated thereunder. Breach of this section shall be regarded as material breach of this Agreement. In the event the Monumentation Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Monumentation Surveyor.
- E. The Contractor certifies, to the best of his or her knowledge and belief that:
  1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- X. Independent Contractor. It is expressly understood and agreed that the Monumentation Surveyor is an independent Surveyor. The Monumentation Surveyor and any persons employed by him shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance,

longevity, paid sick or vacation leave. The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and Local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with workers compensation and unemployment compensation coverage, as required by law.

- XI. Indemnification and Hold Harmless. The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify and save harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including but not limited to all cost for administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Monumentation Surveyor or any of his officers, employees or agents which may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and maintained by the Monumentation Surveyor pursuant to the requirements of this Agreement.

XII. Liability Insurance

- A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of this Agreement, liability insurance coverage with limits of not less than the following:
1. Workers Compensation : When and as required by law
  2. Employees Liability: When and as required by law.
  3. General Liability (occurrence basis only) with the following coverage inclusions:
    - a) Broad Form General Liability Endorsement or equivalent, if not in policy property.
    - b) Independent Contractor Coverage.
    - c) Contractual Liability.
  4. Vehicle Liability Coverage, and Michigan No-Fault Coverage's including all owned, non-owned, and hired vehicles.
  5. If available to the Monumentation Surveyor, the Monumentation Surveyor shall name as an Additional Insured the County, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities, and their board members, employees and volunteers for liability they incur which arises out of this agreement and/or the services to be provided under this Agreement. It is expressly understood and agreed that the Monumentation Surveyor's General Liability coverage required by this subsection shall be primary to the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

- 6. Limits of Liability for Items 4 and 5 above shall not be less than \$500,000 per occurrence, and/or aggregate, combined single limit for Personal Injury, Bodily Injury and Property Damage.
  - B. The Monumentation Surveyor shall, during each year in which this Agreement is in effect, provide the Oceana County Representative with certificates of Insurance showing the acquisition of the insurance coverage required by this section. The certificates of insurance shall contain a provision stating that coverage's afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to the County.
  - C. In the event the Monumentation Surveyor's insurance coverage is at anytime reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.
  - D. The Monumentation Surveyor may maintain such other insurances as he deems appropriate for his own protection.
- XIII. Reports Regarding State Retired Employees. The Monumentation Surveyor shall report to the County's Grant Administrator at the end of each month that this Agreement is in effect the name(s), social security number(s) and amount of payment made to any former State of Michigan employee who:
- A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of Public Acts of 1984; and
  - B. Are less than 62 years of age; and
  - C. Performed services under this Agreement during the month.
- No report is required for any month during which the surveyor had no employee(s) as described above assigned to work performed under the provisions of this Agreement.
- XIV. Waivers. No Failure or delay on the part of either the County or the Monumentation Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No Modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- XV. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
- XVI. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.
- XVII. Disregarding Titles. The titles of the Sections set fourth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this agreement.
- XVIII. Completeness of Agreement. This agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties here to.

XIX. Agreement Period. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on, or before, April 17, 2023. The Surveyor shall complete all field activities no later than September 15, 2023 and all office activities no later than October 1, 2023 or whenever all funding is exhausted, whichever occurs first. Time being of essence.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days, written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

XX Severability of Invalid Provision. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provisions would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

This agreement approved by the  
OCEANA COUNTY BOARD OF COMMISSIONERS  
On February 23, 2023

\_\_\_\_\_  
Robert Walker, Board Chair, Oceana County Board of Commissioners

And

On \_\_\_\_\_, \_\_\_\_\_, 2023

\_\_\_\_\_  
Alex Altmaier, PS

APPENDIX 'A'.  
CORNERS TO BE COMPLETED UNDER THIS AGREEMENT

Claybanks	T13N, R18W	D02	F02	F04	F08	H02	H04	H06	H08	H10	J02
		J10	J13	L02	L08	L10					

## Monumentation Surveyor Agreement

THIS AGREEMENT made and entered into this 23rd Day of February, 2023, by and between the COUNTY BOARD OF COMMISSIONERS, (hereinafter referred to as the “Board”, acting on behalf of the COUNTY OF OCEANA, a municipal corporation and political subdivision of the State of Michigan, (hereinafter referred to as the “County”) and Alex Altmaier, PS, P.O. Box 186, Hart, Michigan, (hereinafter referred to as the “Monumentation Surveyor).

### WITNESSETH:

WHEREAS, pursuant to Section 9 of PA 1990, No 345, known as the “State Survey and Remonumentation Act” (hereinafter referred to as “1990 PA 345”), the Board is authorized to contract with a licensed surveyor, (hereinafter referred to as the Monumentation Surveyor) for all surveying projects in Oceana County, as required by the Monumentation and Remonumentation Plan for Oceana County; and

WHEREAS, the County Representative of the Oceana County Remonumentation Program has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services required under Public Act 345 of 1990; and

WHEREAS, the Board, upon recommendation of the County Representative, accepts the Remonumentation Surveyors offer subject to the terms and conditions of this agreement.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows.

- I. Scope of Services. The Monumentation Surveyor shall perform the following services under the Guidelines of the County Representative (see Appendix B at the end of this Agreement) and the Requirements set forth in Public Act 345 of 1990, defined in the Oceana County Monumentation Plan.
  - A. Research of public and private records for information regarding public land corners.
  - B. Field work including but not limited to:
    1. Field Traversing for determining mathematical relationships.
    2. Excavation for physical evidence of monumentation of government corners.
    3. Setting, restoring and perpetuating physical monumentation for government corners under requirements of P.A. 74 of 1970.
    4. Establishment of acceptable accessories for all monumented section corners.
  - C. Preparation of Corner Recordation Certificates under the Guidelines of P.A. 74 of 1970 and the presentation of all data to peer review committee and approval.
  - D. Record keeping of all field activities and Corner research in accord with the Guidelines of the Oceana County Representative.
  - E. Record keeping of all time and materials expended to accomplish the above listed tasks.

F. For a list of Corners to be completed, see Appendix A at the end of this Agreement.

- II. Compensation. The Monumentation Surveyor shall be compensated for services performed under this agreement the sum of \$ 15,375.00.

The contractor will not be paid for participation in peer review meetings when presenting the contracted corners.

The Monumentation Surveyor shall present an invoice for 40% of the total cost upon the approval of this contract. Upon completion of the field work for the assigned corners, the Monumentation Surveyor may present an invoice for another 40% of the total cost and shall be accompanied with photo-copies of all Field Notes (including Corner Excavation & Search Report). An Invoice shall be presented for the last 20% upon completion of work under this contract, approval by the Oceana County Peer Group, and the recording of the new Land Corner Recordation Certificates according to Act 74 of 1970.

Upon the verification of the accuracy of a bill by the Oceana County Representative, (Mr. J. Randolph Hepworth, PS ) each bill and the sum due there under shall be processed and paid in accordance with the County's expenditure procedure of accounts payable.

- III. Hours of Work. The Monumentation Surveyor shall have control over determining the days and hours in which he performs work under this agreement.
- IV. Monumentation Surveyor's Office, Tools and Equipment. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this agreement. The Monumentation Surveyor shall also, at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this agreement.
- V. Licensing. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this agreement. This agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.
- VI. Applicable Law and Venue. This agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Oceana County, Michigan.
- VII. Compliance with Law. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and Local laws, ordinances, rules and regulations. The surveyor shall also adhere, at his own expense, to any rules, regulations, polices or guidelines of the Oceana County Road Commission when doing any work on a Oceana County road. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.
- VIII. Protection of Persons and Property. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety

provisions of all applicable laws and codes shall be observed. The surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The surveyor shall secure all necessary certificates and permits from Municipal or other public authorities as may be required in connection with the performance of work covered by this agreement.

- IX. Non Discrimination. The Monumentation Surveyor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or positions.

The Monumentation Surveyor shall adhere to all applicable Federal, State and Local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to the following:

- A. The Elliot Larsen Civil Right act, 1976 PA 453, as amended.
- B. The Michigan Handicappers Civil Rights Act 1976, PA 220 as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112.87 Stat 394 as amended and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USDA § 12101 et seq), as amended and regulations promulgated thereunder. Breach of this section shall be regarded as material breach of this Agreement. In the event the Monumentation Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Monumentation Surveyor.
- E. The Contractor certifies, to the best of his or her knowledge and belief that:
  - 1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- X. Independent Contractor. It is expressly understood and agreed that the Monumentation Surveyor is an independent Surveyor. The Monumentation Surveyor and any persons employed by him shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance,

longevity, paid sick or vacation leave. The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and Local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with workers compensation and unemployment compensation coverage, as required by law.

- XI. Indemnification and Hold Harmless. The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify and save harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including but not limited to all cost for administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Monumentation Surveyor or any of his officers, employees or agents which may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and maintained by the Monumentation Surveyor pursuant to the requirements of this Agreement.

XII. Liability Insurance

- A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of this Agreement, liability insurance coverage with limits of not less than the following:
1. Workers Compensation : When and as required by law
  2. Employees Liability: When and as required by law.
  3. General Liability (occurrence basis only) with the following coverage inclusions:
    - a) Broad Form General Liability Endorsement or equivalent, if not in policy property.
    - b) Independent Contractor Coverage.
    - c) Contractual Liability.
  4. Vehicle Liability Coverage, and Michigan No-Fault Coverage's including all owned, non-owned, and hired vehicles.
  5. If available to the Monumentation Surveyor, the Monumentation Surveyor shall name as an Additional Insured the County, its elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities, and their board members, employees and volunteers for liability they incur which arises out of this agreement and/or the services to be provided under this Agreement. It is expressly understood and agreed that the Monumentation Surveyor's General Liability coverage required by this subsection shall be primary to the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

- 6. Limits of Liability for Items 4 and 5 above shall not be less than \$500,000 per occurrence, and/or aggregate, combined single limit for Personal Injury, Bodily Injury and Property Damage.
  - B. The Monumentation Surveyor shall, during each year in which this Agreement is in effect, provide the Oceana County Representative with certificates of Insurance showing the acquisition of the insurance coverage required by this section. The certificates of insurance shall contain a provision stating that coverage's afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to the County.
  - C. In the event the Monumentation Surveyor's insurance coverage is at anytime reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.
  - D. The Monumentation Surveyor may maintain such other insurances as he deems appropriate for his own protection.
- XIII. Reports Regarding State Retired Employees. The Monumentation Surveyor shall report to the County's Grant Administrator at the end of each month that this Agreement is in effect the name(s), social security number(s) and amount of payment made to any former State of Michigan employee who:
- A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of Public Acts of 1984; and
  - B. Are less than 62 years of age; and
  - C. Performed services under this Agreement during the month.
- No report is required for any month during which the surveyor had no employee(s) as described above assigned to work performed under the provisions of this Agreement.
- XIV. Waivers. No Failure or delay on the part of either the County or the Monumentation Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No Modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- XV. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
- XVI. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.
- XVII. Disregarding Titles. The titles of the Sections set fourth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this agreement.
- XVIII. Completeness of Agreement. This agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties here to.

XIX. Agreement Period. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on, or before, April 17, 2023. The Surveyor shall complete all field activities no later than September 15, 2023 and all office activities no later than October 1, 2023 or whenever all funding is exhausted, whichever occurs first. Time being of essence.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days, written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

XX Severability of Invalid Provision. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provisions would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

This agreement approved by the  
OCEANA COUNTY BOARD OF COMMISSIONERS  
On February 23, 2023

\_\_\_\_\_  
Robert Walker, Board Chair, Oceana County Board of Commissioners

And

On \_\_\_\_\_, \_\_\_\_\_, 2023

\_\_\_\_\_  
Alex Altmaier, PS

APPENDIX 'A'.  
CORNERS TO BE COMPLETED UNDER THIS AGREEMENT

Golden	T15N, R18W	E06
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Benona	T14N, R18W	B04	B06	D02	D04	D06	D08	D10	D12	F06	F08
		H06	H08	J06	L06						



# Oceana County Board of Commissioners

County Building  
100 State Street, Suite M-4, Hart, MI 49420

# AGENDA

## Finance and Administration Committee

There will be a committee meeting on **Thursday, February 23, 2023 beginning at 10:00 a.m.**, or immediately following any preceding committee meetings, in the Oceana County Board of Commissioners Room, 100 State Street, Hart, MI 49420.

**Committee Chair: Craig Hardy**

**Committee Vice-Chair: Tim Beggs**

Presenter	Description	Motion #
Chair	Call to Order Roll Call Approval of Meeting Minutes from February 9, 2023 <span style="float: right;">Pages 31 - 34</span> Changes to the Agenda Approval of the Agenda Public Comment ( <i>state your name, current address, and agenda item or topic</i> )	
Administrator Byard	Administrator’s Review of Selected Claims for Payment <span style="float: right;">Pages 35 - 36</span> Administrator’s Report <span style="float: right;">Pages 37 - 38</span>	#2023-35
	Public Comment ( <i>state name, current address, and agenda item or topic</i> )	
	Adjournment	

## Finance and Administration Committee

The Finance and Administration Committee Meeting was called to order by Chairperson Hardy on Thursday, February 9, 2023, at 11:05 a.m., in the Board Conference Room.

Present: Mr. Erickson, Mr. Morse, Mr. Beggs, Mr. Walker, and Mr. Hardy.

Also Present: Ms. Byard, Oceana County Administrator, and Ms. Anderson, Oceana County Clerk.

Moved by Mr. Beggs and supported by Mr. Morse to approve the minutes of the January 26, 2023 Finance and Administration Committee meeting.

Voice vote. Motion carried.

Chairperson Hardy asked if there were any additions to the agenda. None were presented.

Moved by Mr. Morse and seconded by Mr. Walker to approve the agenda as presented.

Voice vote. Motion carried.

### **Public Comment**

There were no public comments at this time.

### **Agenda Items**

Ms. Byard brought forth consideration of a motion to remove Boats, Campers, Trailers, Cardboard, and Tires from the Transfer Station. If the county does enter in to a contract with American Classic, it will be American Classic’s duty to remove the Transfer Station premises. Also, the Transfer Station will no longer accept any of those items from this point forward.

Mr. Walker noted that he did not realize how much work has went into the contract with American Classic. Regardless of the proposed contract with American Classic, the Transfer Station site needs to be cleaned up.

Ms. Byard also did not read the claims for payment, but the following was provided for February 9, 2023:

Oceana County Administrator				
REVIEW OF CLAIMS FOR PAYMENT (>= \$1,000 and Other Noteworthy Expenditures)				
Fund #	Dept. #	Dept. Name	Amount	Purpose
<b>Special Revenue Funds</b>				
210 - Ambulance Fund			\$ 6,820.00	to Shelby - Benona Fire Department for 4th quarter MFR fees.
			\$ 4,356.10	to MMRMA for quarter liability insurance.
239 - Shelby Twp Community Park Fund			\$ 246,952.62	to Hallack Contracting, Inc.
256 - Automation Fund R.O.D.			\$ 1,943.64	to GovOS for software fees.
286 - American Rescue Plan Fund			\$ 11,499.00	to Great Lakes Waterproofing.
			\$ 1,600.00	to Land and Resource Engineering.
518 - Foreclosure Fund			\$ 4,200.00	to Prince & Monton, PLC for attorney fees.
			\$ 4,887.15	to Title Check, LLC for parcel administration.
549 - Building Department Fund			\$ 2,150.65	to Randy Miller for permits, residential plan reviews, and commercial plan reviews.
			\$ 2,610.00	to Randy Neuman for permits, residential plan reviews, and commercial plan reviews.
			\$ 1,149.00	to BS&A for software maintenance contract.
<b>General Fund</b>				

208 - Insurance	\$ 44,588.90	to MMRMA for quarter liability insurance.
209 - Unemployment	\$ 7,154.00	to the State of Michigan for reimbursing benefit charges.
248 - General Services	\$ 10,000.00	to Reserve Account for postage.
257 - Equalization	\$ 18,150.00	to V&V Assessing for equalization and assessing services.
265 - Courthouse and Grounds	\$ 1,826.31	to DTE Energy for utilities.
283 - Circuit Court	\$ 3,300.00	to Heacock Reporting for court contracted services.
	\$ 4,223.92	to Hayes Law Office for court appointed attorney fees.
	\$ 4,223.92	to Springstead Law Offices for court appointed attorney fees.
286 - District Court	\$ 1,583.81	to Business Information Systems.
298 - Family Counseling	\$ 2,355.00	to Mediation and Restorative Services for annual appropriation for family mediation services.
301 - Sheriff	\$ 1,801.30	to Axon for taser supplies.
	\$ 2,775.72	to NYE Uniform
	\$ 1,088.72	to AT&T mobility
	\$ 6,170.20	to Wex Bank for fuel
351 - Jail	\$ 1,846.74	to DTE Energy for utilities.
	\$ 12,377.22	to Correctional Recovery for medical billing services.
	\$ 3,253.11	to City of Hart Utilities.
	\$ 1,406.95	to Gordon Food Service.
442 - Drain Commissioner	\$ 1,070.00	to Land and Resource Engineering.
	\$ 1,518.35	to Miss Dig for annual membership and service fees.
528 - Transfer Station	\$ 15,994.25	to American Classic Dumpster for removal of trash and recycling material.
568 - Soil Conservation District	\$ 14,000.00	to Oceana Conservation District for FY 2023 appropriation.
601 - Health Department	\$ 53,788.75	to DHD#10 for 2023 appropriation.
649 - Mental Health	\$ 21,666.66	to West Michigan Community Mental Health.
<b>~ Total</b>		<b>\$ 524,331.99</b>

**Administrator's Report** (as provided by Ms. Byard):

Opioid Settlement

We received information pertaining to the payments for the Opioid Settlement, the amounts and when those will be released per the Jansen settlement. A list of remedial uses was provided to the Commissioners. When would the Board like to discuss that list and the new settlements that have come to light?

Prosecutor's Office

Stacey Becker and I met with the Prosecutor's office to discuss software for their office. The current software will eventually be obsolete and it will be required to be replaced. That request is on the

agenda for discussion and the Commission needs to know that if this is not funded there will be issues with support for the current software in the future. Another item that was discussed was a Victims Rights position and the fact that the current staff is taking on this responsibility. The office had initially been approved for additional hours to cover this work but that was denied during the budget process. Their workload has increased along with the reduction in the additional hours is making it difficult to complete the work required for this position. Additional staffing is needed to complete the work. The County currently receives \$23,000 for the Victims Rights work but they have the ability to request additional funding for a full-time position. Additional information is provided in the packet to explain the workload.

During this meeting, we also had the opportunity to discuss space needs and what is available with the new Attorney that was approved by the board. We will be discussing this further.

#### Accounts Payable Position

The Administrator's office will be holding interviews for the Accounts Payable Position the week of February 6<sup>th</sup>. We are hoping to have the position filled at the end of that week.

#### Brownfield Redevelopment Authority

A meeting was held with Sarah Gruza with the EPA to discuss the Brownfield Redevelopment Grant and the process from this point forward. The majority of the discussion revolved around reports and information that will need to be submitted. Fishbeck was on the call and are very familiar with what is needed.

#### **Additional Administrator's Report Items:**

Ms. Byard spoke with Ms. Amy Contreras, IT Department, and a replacement Weather Computer, \$1,950 cost, is needed at the airport.

Ms. Byard divulged that her office has picked a candidate for the accounts payable position and the new hire should start on February 27<sup>th</sup>. Mr. Walker was elated to find out that Ms. Byard, and both of her staff members, all sat in on the interviews.

Ms. Byard noted that applications are now being accepted for the Plumbing and Mechanical Inspector position. Candidates for that position must have certain qualifications as set forth by the State of Michigan. Mr. Walker expressed that the inspectors collect payment at the time of application and that perhaps going forward there should be some policy changes.

Ms. Byard revealed that after further updating the ARPA Fund spreadsheet, \$502,258 remains. However, at the beginning of January, Dr. Sobie had set adjusting/reversing journal entries that moved approximately \$735,000 to the General Fund, from the ARPA Fund, to cover expenses previously approved by the Board of Commissioners. Some of the monies moved to the General Fund were unassigned, due to various reasons, and can be transferred back to the ARPA Fund, bringing the total up to \$555,072 remaining.

#### **Public Comment**

There were no public comments at this time.

Chairperson Hardy asked if there was any further business to come before the Board. There being none, the meeting adjourned at 11:05 a.m.

Respectfully submitted,

Amy L. Anderson  
Oceana County Clerk

## Oceana County Administrator

### REVIEW OF CLAIMS FOR PAYMENT (>= \$1,000 and Other Noteworthy Expenditures)

Fund #	Dept. #	Dept. Name	Amount	Purpose
<b>Special Revenue Funds</b>				
238 - Pentwater Hart Trail Fund			\$ 2,042.50	to Fleis & Vandenbrink for professional services. Costs covered by a grant.
239 - Shelby Twp Community Park Fund			\$ 18,000.00	to Landscape Architects & Planners for project services. Fully reimbursed via private donations.
			\$ 3,252.50	to Kennari Consulting for professional services. Fully reimbursed via private donations.
260 - Indigent Defense Fund			\$ 4,605.00	to Hayes Law Office for court appointed attorney fees.
			\$ 6,946.00	to Good Law for court appointed attorney fees.
			\$ 5,625.00	to Indigent Defense Consultants for managed assigned counsel services.
			\$ 11,702.00	to Springstead Law Offices for court appointed attorney fees.
			\$ 3,466.00	to MKG Law Office, PLLC for court appointed attorney fees.
298 - Technology and Innovation Fund			\$ 21,693.00	to Kroll Associates, Inc for professional services.
			\$ 4,092.38	to SHI for Machinery and Equipment.
405 - Capital Projects			\$ 1,185.72	to X-Cel Chemical Specialties North LLC for equipment.
518 - Foreclosure Fund			\$ 6,309.75	to Title Check, LLC for parcel administration.
<b>General Fund</b>				
101 - Board of Commissioners			\$ 6,176.99	to H Security & Investigation for courthouse security for February 2023 and January 2023 OT.
265 - Courthouse and Grounds			\$ 2,351.44	to City of Hart Utilities.
			\$ 1,185.58	to Huntington National Bank for pallet truck and supplies.

283 - Circuit Court	\$ 4,048.95	to Heacock Reporting for court contracted services.
	\$ 4,223.92	to Hayes Law Office for court appointed attorney fees.
	\$ 4,223.92	to Springstead Law Offices for court appointed attorney fees.
289 - Friend of the Court	\$ 1,082.65	to Thomson Reuters for online, software subscription.
301 - Sheriff	\$ 13,283.48	to Enterprise for fleet vehicle management.
	\$ 5,320.00	to Axon for taser supplies.
	\$ 4,943.00	to Dive Right In Scuba for equipment.
	\$ 7,026.32	to Norm's Sport and Marine and Scuba Zoo for dive equipment.
	\$ 1,432.80	to Emergency Services, LLC for equipment.
	\$ 1,150.00	to Stopstick, Ltd for equipment.
331 - Marine	\$ 1,150.00	to the Village of Pentwater for 2023 slip fee.
351 - Jail	\$ 1,028.13	to Hansen Foods.
	\$ 13,470.37	to Advanced Correctional Healthcare for on-site medical services per contract.
	\$ 1,140.20	to Amazon Capital Services for supplies and equipment.
	\$ 4,097.09	to Gordon Food Service.
528 - Transfer Station	\$ 5,655.00	to American Classic Dumpster for removal of trash and recycling material.
595 - Airport	\$ 1,020.00	to Hallack Contracting for snow plowing.
648 - Medical Examiner	\$ 7,376.28	to Mid Michigan Medical Examiner Group for administrative services.
~ Total	\$ 180,305.97	

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# COUNTY ADMINISTRATOR'S REPORT

FEBRUARY 15, 2023

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## **Opioid Settlement**

The first settlement payment has been receipted in. The County Treasurer has created a budget specifically for this purpose. This will be discussed during my report as we need to decide on how those funds will be spent and if we plan to enter into the new settlements.

## **Broadband**

There have been several companies that have been reaching out to our Broadband Group in the county. We will be getting together to just keep things moving forward at this time and discuss what is happening here and what will be coming next. We were asked to provide a letter of support for Great Lakes Energy to submit with their grant application for the Robin Grant being submitted to MIHI. That letter has been submitted. We will continue to share this information as it becomes available.

## **Accounts Payable Position**

The Administrator's office has selected an Accounts Payable/Administrative Assistant candidate after completing interviews last week. Her start date is Monday, February 27, 2023. She will be introduced to the Board of Commissioners at their first meeting in March.

## **Brownfield Redevelopment Authority Grant**

The first draw down for the Brownfield Redevelopment has been submitted. Approval for a property in the Brownfield will be forthcoming.

## **Workforce Development Grant**

The first invoice for the Workforce Development has been submitted. Once the invoice has been paid we can submit for reimbursement through ASAP.

## **Materials Management Grant**

RSS Recycle.com has completed the draft of the materials management engagement grant report and has forwarded to our office for review. Once the review is complete, the report will be submitted.

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# COUNTY ADMINISTRATOR'S REPORT

FEBRUARY 15, 2023

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On March 29<sup>th</sup> a new statute will be put in place for a Materials Management Plan. Oceana County has started this process already through the Materials Management Grant.

A meeting was held on February 15, 2023 with EGLE to discuss the new statute and I will be reviewing these items with RSS Recycle.com to assure that we are in line with what is being requested of the counties. There will be \$60,000/year provided to each of the counties with an additional \$10,000 for multi county. There will also be .50/capita for a three-year period. They haven't entirely explained what is required but there will be several meetings like the one I attended today as well as information on their website. If a county chooses not to write a plan, EGLE will write it for them but it will need to be implemented by the county.

## **County Administrator's Meeting with MAC**

County Administrator's met with MAC on February 9, 2023 to discuss what they are working on. They did discuss the revamping of the Open Meetings Act allowing pre-pandemic virtual participation in meeting and how they will continue push this forward. They also discussed increased resources for juvenile justice services, compensating local governments for funds diverted by the Veterans property tax exemption and revamping the personal property tax exemption to provide annual reimbursements to local governments.

They also provided information on the Governor's Budget and a 17 percent boost in county revenue sharing. This is broken down in such a way that 5% is an increase to the county rate for one time, 2% increase for public safety ongoing and another 5% increase for public safety one-time. So, they are earmarking some of the funds being increased if it were to pass the way it is written. There is also a \$30 million increase in base funding for public health department, a 60 percent increase for funding to support essential public health services, \$2 million for the Juvenile Justice Services Division, \$220.9 million for MIDC to cover the standards and \$19.3 million to increase the daily rate for foster families, to mention a few.



**Oceana County Board of Commissioners**

County Building  
100 State Street, Suite M-4, Hart, MI 49420

# AGENDA

## Regular Board Meeting

The Oceana County Board of Commissioners will hold its **Regular Meeting on Thursday, February 23, 2023 beginning at 11:30 a.m.** in the Oceana County Board of Commissioners Room, 100 State Street, Hart, MI 49420.

**Board Chair: Robert Walker**

**Board Vice-Chair: Tim Beggs**

Presenter	Description	Item #
Chair	Pledge of Allegiance Call to Order Roll Call Approval of minutes from February 9, 2023 <span style="float: right;">Pages 41 - 45</span> Conflict of Interest Disclosure Regarding Agenda Items Changes to the Agenda Approval of the Agenda Public Comment ( <i>state your name, current address, and agenda item or topic</i> )	
Commissioner Beggs	<b>Veterans Affairs By-Laws</b>  Motion #2023-24 to approve the addendum to the by-laws for the Veterans Affairs Committee as presented. <span style="float: right;">Roll Call</span>	#2023-24
Commissioner Morse	<b>Veterans Affairs Committee Appointment</b>  Motion #2023-34 to appoint Mr. Kim Tate as recommended by the Veterans Affairs Committee to replace Terry Dykema to fill an unexpired term to end on December 31, 2024. <span style="float: right;">Roll Call</span>	#2023-34
Commissioner Erickson	<b>Reduction in Permit Fees</b>  Motion #2023-14 to allow for a reduction in Building, Electrical, Plumbing and Mechanical Permit Fees by 45% and a 50% reduction in Drain Commission permit fees for the Shelby Acres housing development project. <span style="float: right;">Roll Call</span>	#2023-14
Commissioner Beggs	<b>Remonumentation</b>  Motion #2023-28 to approve Monumentation Surveyor Agreements with Noah Penn and Alex Altmaier as required under the Remonumentation Plan through October 1, 2023 or when funding is exhausted, whichever occurs first and allow Board Chair to sign. <span style="float: right;">Roll Call</span>	#2023-28
Commissioner Hardy	Payment of Claims <span style="float: right;">Pages 46 - 48</span>	#2023-35

Presenter	Description	Item #
<b>REPORTS FROM COMMISSIONERS AND DEPARTMENT HEADS</b>		
	Public Comment <i>(state your name, current address, and agenda item or topic)</i>	
	Adjournment	

**Board Conference Room  
February 9, 2023  
Board of Commissioners Minutes**

The regular meeting of the Oceana County Board of Commissioners was called to order by Chairperson Walker, on Thursday, February 9, 2023, at 11:34 a.m.

Chairperson Walker led the Board in the Pledge of Allegiance to the Flag of the United States of America.

Roll was called by Clerk Anderson. Present: Mr. Erickson, Mr. Morse, Mr. Beggs, Mr. Hardy, and Mr. Walker. Absent: None.

Also Present: Ms. Byard, Oceana County Administrator; and Ms. Anderson, Oceana County Clerk.

Moved by Mr. Beggs and seconded by Mr. Hardy to approve the minutes from the January 26, 2023 Regular Board Meeting as presented.

Voice vote. Motion carried.

Chairperson Walker asked if any commissioners wished to declare any conflicts of interest on the agenda items. No conflicts were declared.

Chairperson Walker asked if there were any additions to the agenda. Add Motion #2023-33, Purchase of Weather Computer for the Airport in the amount of \$1,950.

Moved by Mr. Hardy and seconded by Mr. Beggs to approve the agenda as amended.

Voice vote. Motion carried.

**Public Comment**

There were no public comments at this time.

**Agenda Items**

**MOTION #2023-29 – ADOPTION OF RESOLUTION #23-02 HONORING HHS BOYS CROSS COUNTRY TEAM**

Motion #2023-29, moved by Mr. Hardy and supported by Mr. Erickson, to adopt Resolution #23-02 as described below:

**WHEREAS**, the Oceana County Board of Commissioners wishes to recognize the outstanding performance by the student athletes and coaches of Hart High School’s Boys Cross Country team during the 2022 season; and

**WHEREAS**, Hart High School’s Boys Cross Country team won their first State Championship, thus completing an outstanding season of success; and

**WHEREAS**, it is the desire of the Oceana County Board of Commissioners to recognize and congratulate Coach Terry Tatro and his staff of assistant coaches and the athletes of the Boys Cross Country Team.

**NOW, THEREFORE, BE IT RESOLVED**, the Oceana County Board of Commissioners does hereby congratulate Hart High School’s Boys Cross Country team for winning the Division 3 State Championship.

<b>Clayton Ackley</b>	<b>2<sup>nd</sup> place</b>	<b>All State Individual</b>
<b>Wyatt Dean</b>	<b>8<sup>th</sup> place</b>	<b>All State Individual</b>
<b>Seth Ackley</b>	<b>12<sup>th</sup> place</b>	<b>All State Individual</b>
<b>Caleb Bitely</b>	<b>44<sup>th</sup> place</b>	
<b>Eaton Vander Zwaag</b>	<b>116<sup>th</sup> place</b>	
<b>Josef Bromely</b>	<b>126<sup>th</sup> place</b>	
<b>Max Stitt</b>	<b>185<sup>th</sup> place</b>	

Roll call vote: Mr. Hardy – yes; Mr. Erickson – yes; Mr. Morse – yes; Mr. Beggs – yes; and Mr. Walker – yes.

Motion carried.

**MOTION #2023-30 – ADOPTION OF RESOLUTION #23-03 HONORING JESSICA JAZWINSKI OF HHS GIRLS CROSS COUNTRY TEAM**

Motion #2023-30, moved by Mr. Hardy and supported by Mr. Beggs, to adopt Resolution #23-03 as described below:

**WHEREAS**, the Oceana County Board of Commissioners wishes to recognize the outstanding performance by Jessica Jazwinski of Hart High School’s Girls Cross Country team during the 2022 season; and

**WHEREAS**, Jessica Jazwinski won the Division 3 Individual State Championship in Girls Cross Country; and

**WHEREAS**, it is the desire of the Oceana County Board of Commissioners to recognize and congratulate Coach Terry Tatro and his staff of assistant coaches and the athletes of the Girls Cross Country Team.

**NOW, THEREFORE, BE IT RESOLVED**, the Oceana County Board of Commissioners does hereby congratulate Hart High School’s Jessica Jazwinski on her Division 3 Individual State Championship.

Voice vote. Motion carried.

**MOTION #2023-31 – ADOPTION OF RESOLUTION #23-04 HONORING ALYSON ENS OF HHS GIRLS CROSS COUNTRY TEAM**

Motion #2023-31, moved by Mr. Hardy and supported by Mr. Erickson to adopt Resolution #23-04 as described below:

**WHEREAS**, the Oceana County Board of Commissioners wishes to recognize the outstanding performance by Alyson Enns of Hart High School’s Girls Cross Country team during the 2022 season; and

**WHEREAS**, Alyson Enns won 4<sup>th</sup> place in the Division 3 with All State Honors in Girls Cross Country; and

**WHEREAS**, it is the desire of the Oceana County Board of Commissioners to recognize and congratulate Coach Terry Tatro and his staff of assistant coaches and the athletes of the Girls Cross Country Team.

**NOW, THEREFORE, BE IT RESOLVED**, the Oceana County Board of Commissioners does hereby congratulate Hart High School’s Alyson Enns on her Division 3 with All State Honors.

Voice vote. Motion carried.

Mr. Erickson commended Coach Tatro, and his wife, for all of the work that they do for their community.

Mr. Hardy presented signed resolutions to the Coach Tatro of the Hart High School Boys and Girls Cross Country Teams on behalf of the Oceana County Board of Commissioners.

Mr. Walker congratulated all of the Hart High School Cross Country Team members in attendance on their amazing achievement.

**MOTION #2023-23 – CRIMINAL CASE MANAGEMENT SYSTEM SOFTWARE**

Moved by Mr. Erickson and supported by Mr. Beggs to adopt Motion #2023-23, approving the purchase of a criminal case management system software, from Karpel, in the amount of \$51,150, with funds to be paid from ARPA dollars.

Roll call vote: Mr. Erickson – yes; Mr. Beggs – yes; Mr. Morse – yes; Mr. Hardy – yes; and Mr. Walker – yes.

Motion carried.

**MOTION #2023-25 – VICTIM’S RIGHTS POSITION**

Moved by Mr. Beggs and supported by Mr. Hardy, to adopt Motion #2023-25, allowing the Prosecuting Attorney’s office to hire a full time Victim’s Rights Coordinator, not to exceed a total of \$58,000, and request from the State of Michigan additional funding for that position.

Roll call vote: Mr. Beggs – yes; Mr. Hardy – yes; Mr. Erickson – yes; Mr. Morse – yes; and Mr. Walker – yes.

Motion carried.

**MOTION #2023-26 – AIRPORT MDOT BLOCK GRANT APPROVAL**

Moved by Mr. Hardy and supported by Mr. Morse to adopt Motion #2023-26, approving the Block Grant with the Michigan Department of Transportation from the Federal Aviation Administration, FAA ARPA Grant #3-26-SBGP-132-2022 in the amount of \$32,000 for the purpose of operation expenses.

Roll call vote: Mr. Hardy – yes; Mr. Morse – yes; Mr. Erickson – yes; Mr. Beggs – yes; and Mr. Walker – yes.

Motion carried.

**MOTION #2023-27 – TRANSFER STATION REMOVAL OF BOATS, CAMPER TRAILERS, CARDBOARD, AND TIRES**

Moved by Mr. Morse and supported by Mr. Beggs to adopt Motion #2023-27, approving the removal of all campers, boats, trailers, cardboard, and tires from the Transfer Station by American Classic in the amount of \$6,400 with funds to come from the General Fund’s unassigned fund balance.

Roll call vote: Mr. Morse – yes; Mr. Beggs – yes; Mr. Erickson – yes; Mr. Hardy –yes; and Mr. Walker – yes.

Motion carried.

**MOTION #2023-19 – MICHIGAN WORKS! WORKFORCE DEVELOPMENT BOARD APPOINTMENT**

Moved by Mr. Erickson and supported by Mr. Hardy, to appoint Commissioner Phil Morse and Mr. Walker as an alternate if acceptable to the Michigan Works! Workforce Development Board for a two-year term from January 1, 2023 through December 31, 2024.

Voice vote. Motion carried.

**MOTION #2023-33 – PURCHASE OF WEATHER COMPUTER AT AIRPORT**

Motion #2023-33, moved by Mr. Hardy and supported by Mr. Erickson, to purchase a computer and software in the amount of \$1,950, to replace the weather computer at the county airport with funds to come from the ARPA Fund.

Roll call vote: Mr. Hardy – yes; Mr. Erickson – yes; Mr. Morse – yes; Mr. Beggs – yes; and Mr. Walker – yes.

Motion carried.

Mr. Erickson commented on the ARPA Fund expenditures and urged a strong review of how/where the money has been spent. Discussion ensued regarding ARPA expenditures and what did/did not qualify as an approved expenditure.

**MOTION #2023-32 – PAYMENT OF CLAIMS**

Moved by Mr. Hardy and supported by Mr. Erickson, to adopt Motion #2023-32, approving the payment of accounts payable and release of funds for February 9, 2023.

<b>AMBULANCE</b>	<b>\$12,371.00</b>
<b>GIS</b>	<b>-0-</b>
<b>FOC</b>	<b>-0-</b>
<b>PENTWATER-HART TRAIL</b>	<b>832.50</b>
<b>SHELBY TWP COMM PARK</b>	<b>246,952.62</b>
<b>BROWNFIELD</b>	<b>-0-</b>
<b>AUTOMATION R.O.D.</b>	<b>1,943.64</b>
<b>INDIGENT DEFENSE</b>	<b>4,368.85</b>
<b>LCOT</b>	<b>-0-</b>
<b>K9 UNIT</b>	<b>-0-</b>
<b>CDBG</b>	<b>-0-</b>
<b>ARPA</b>	<b>13,099.00</b>
<b>VETERANS AFFAIRS</b>	<b>9,792.27</b>
<b>TECH &amp; INNOVATION</b>	<b>131.37</b>
<b>CAPITAL PROG/EQUIP REP</b>	<b>-0-</b>
<b>PUBLIC IMPROVEMENT</b>	<b>-0-</b>
<b>FORECLOSURE</b>	<b>9,832.25</b>
<b>BUILDING DEPARTMENT</b>	<b>8,460.24</b>
<b>GENERAL FUND</b>	<b>463,121.78</b>
<b>GRAND TOTAL</b>	<b>\$770,905.52</b>

Roll call vote: Mr. Hardy – yes; Mr. Erickson – yes; Mr. Morse – yes; Mr. Beggs – yes; and Mr. Walker – yes.

Motion carried.

**Commissioner's Reports**

Mr. Morse has joined the Ag/Tourism Committee from the Michigan Association of Counties. He is looking forward to helping with policy changes in the future.

Mr. Morse will be meeting with Kari Austin, Great Lakes Energy, regarding a Robin Grant that would allow for underserved people in Pentwater and Weare Townships with accessible broadband internet.

Mr. Erickson distributed the suggested engineer Mr. Tiffany's, Tiffany & Son LLC, resumé to the board and suggested ways to fund the Crystal Valley Dam project.

Mr. Beggs requested clarification from Mr. Erickson and Mr. Walker regarding the harm reduction kits from the previous Board of Commissioner's meeting. Mr. Walker and Mr. Erickson provided a brief overview of the last District #10 Health Department meeting they attended.

Mr. Beggs reported that the Silver Lake Improvement Board made some decisions regarding incoming water sources and carp culling.

Mr. Hardy stated that the ARPA Committee received over 50 applications, totaling \$2,487,206.42 and it took considerable time to decide what applications were approved.

**Public Comment**

There were no public comments at this time.

Chairperson Walker asked if there was any further business to come before the Board. There being none, the meeting adjourned at 12:20 p.m.

\_\_\_\_\_  
Amy L. Anderson, Oceana County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mr. Walker, Chairperson

**Board Approval of Accounts Payable & Release of Funds  
FOR 2/23/2023**

FUND	DEPT #	DEPARTMENT	PR#	PAID	UNPAID	TOTAL
210		AMBULANCE		\$ 1,561.65	\$ 486.26	\$ 2,047.91
		<b>AMBULANCE FUND TOTAL</b>		\$ 1,561.65	\$ 486.26	\$ 2,047.91
211		GIS		\$ -	\$ -	\$ -
		<b>GIS FUND TOTAL</b>		\$ -	\$ -	\$ -
215		FOC		\$ -	\$ -	\$ -
		FOC PAYROLL		\$ -	\$ -	\$ -
		FOC FICA		\$ -	\$ -	\$ -
		FOC RETIREMENT		\$ -	\$ -	\$ -
		FOC FRINGE		\$ -	\$ -	\$ -
		WORKERS COMP		\$ -	\$ -	\$ -
		<b>FOC FUND TOTAL</b>		\$ -	\$ -	\$ -
238		PENTWATER-HART TRAIL		\$ 2,042.50	\$ -	\$ 2,042.50
		<b>PENTWATER-HART TRAIL FUND TOTAL</b>		\$ 2,042.50	\$ -	\$ 2,042.50
239		SHELBY TWP COMMUNITY PARK		\$ 21,254.50	\$ -	\$ 21,254.50
		<b>SHELBY TWP COMMUNITY PARK FUND TOTAL</b>		\$ 21,254.50	\$ -	\$ 21,254.50
243		BROWNFIELD REDEVELOPMENT AUTHORITY		\$ -	\$ -	\$ -
		<b>BROWNFIELD REDEVELOP. AUTHORITY TOTAL</b>		\$ -	\$ -	\$ -
256		AUTOMATION R.O.D.		\$ -	\$ -	\$ -
		<b>AUTOMATION R.O.D. FUND TOTAL</b>		\$ -	\$ -	\$ -
260		INDIGENT DEFENSE		\$ 33,711.05	\$ -	\$ 33,711.05
		INDIGENT DEFENSE PAYROLL		\$ 2,642.74	\$ -	\$ 2,642.74
		INDIGENT DEFENSE FICA		\$ 202.17	\$ -	\$ 202.17
		INDIGENT DEFENSE RETIREMENT		\$ -	\$ -	\$ -
		INDIGENT DEFENSE FRINGE		\$ -	\$ -	\$ -
		WORKERS COMP		\$ -	\$ -	\$ -
		<b>INDIGENT DEFENSE FUND TOTAL</b>		\$ 36,555.96	\$ -	\$ 36,555.96
264		LCOT		\$ -	\$ -	\$ -
		LCOT PAYROLL		\$ -	\$ -	\$ -
		LCOT FICA		\$ -	\$ -	\$ -
		LCOT RETIREMENT		\$ -	\$ -	\$ -
		WORKERS COMP		\$ -	\$ -	\$ -
		RETIREMENT		\$ -	\$ -	\$ -
		<b>LOCT FUND TOTAL</b>		\$ -	\$ -	\$ -
267		K9 UNIT		\$ -	\$ 1,153.99	\$ 1,153.99
272		CRIMINAL JUSTICE TRAINING		\$ -	\$ -	\$ -
		<b>CRIMINAL JUSTICE TRAINING FUND TOTAL</b>		\$ -	\$ -	\$ -
277		CDBG		\$ -	\$ -	\$ -
		<b>CDBG FUND TOTAL</b>		\$ -	\$ -	\$ -
286		ARPA		\$ -	\$ -	\$ -
		<b>APRA FUND TOTAL</b>		\$ -	\$ -	\$ -
293		DEPT OF VET AFFAIRS		\$ 2,049.03	\$ 479.91	\$ 2,528.94
		DEPT OF VET AFFAIRS PAYROLL		\$ 3,002.76	\$ -	\$ 3,002.76
		DEPT OF VET AFFAIRS FICA		\$ 226.81	\$ -	\$ 226.81
		DEPT OF VET AFFAIRS RETIREMENT		\$ -	\$ -	\$ -
		DEPT OF VET AFFAIRS FRINGE		\$ -	\$ -	\$ -

	WORKERS COMP	\$	-	\$	-	\$	-	
	<b>DEPT OF VET AFFAIRS FUND TOTAL</b>	\$	5,278.60	\$	479.91	\$	<b>5,758.51</b>	
298	TECHNOLOGY & INNOVATION	\$	2,198.17	\$	25,785.38	\$	27,983.55	
	<b>TECHNOLOGY &amp; INNOVATION FUND TOTAL</b>	\$	2,198.17	\$	25,785.38	\$	<b>27,983.55</b>	
405	CAPITAL PROJ-EQUIP REPLACE	\$	810.44	\$	2,008.90	\$	2,819.34	
	<b>CAPITAL PROJ-EQUIP REPLACE FUND TOTAL</b>	\$	810.44	\$	2,008.90	\$	<b>2,819.34</b>	
445	PUBLIC IMPROVEMENT	\$	-	\$	-	\$	-	
	<b>PUBLIC IMPROVEMENT FUND TOTAL</b>	\$	-	\$	-	\$	<b>-</b>	
518	FORECLOSURE	\$	6,699.75	\$	-	\$	6,699.75	
	<b>FORECLOSURE FUND TOTAL</b>	\$	6,699.75	\$	-	\$	<b>6,699.75</b>	
549	BUILDING DEPARTMENT	\$	337.49	\$	62.90	\$	400.39	
	BUILDING DEPARTMENT PAYROLL	\$	2,166.62	\$	-	\$	2,166.62	
	BUILDING DEPARTMENT FICA	\$	162.18	\$	-	\$	162.18	
	BUILDING DEPARTMENT RETIREMENT	\$	-	\$	-	\$	-	
	BUILDING DEPARTMENT FRINGE	\$	-	\$	-	\$	-	
	WORKERS COMP	\$	-	\$	-	\$	-	
	<b>BUILDING DEPARTMENT FUND TOTAL</b>	\$	2,666.29	\$	62.90	\$	<b>2,729.19</b>	
101	<b>GENERAL FUND</b>		<b>PR#</b>	<b>PAID</b>	<b>UNPAID</b>	<b>TOTAL</b>		
101	BOARD OF COMMISSIONERS	\$		6,386.85	\$	592.40	\$	6,979.25
172	ADMINISTRATOR/FISCAL OFFICER	\$		181.57	\$	510.38	\$	691.95
208	INSURANCE	\$		-	\$	76.50	\$	76.50
209	UNEMPLOYMENT COMPENSATION	\$		-	\$	-	\$	-
215	COUNTY CLERK	\$		-	\$	122.94	\$	122.94
216	JURY BOARD	\$		15.50	\$	-	\$	15.50
217	APPORTIONMENT	\$		-	\$	-	\$	-
223	COUNTY AUDITING	\$		-	\$	-	\$	-
228	DATA PROCESSING	\$		-	\$	136.64	\$	136.64
229	TECHNOLOGY	\$		71.89	\$	-	\$	71.89
244	TAX ALLOCATION	\$		-	\$	-	\$	-
245	REMONUMENTATION	\$		-	\$	-	\$	-
248	GENERAL SERVICES	\$		-	\$	851.15	\$	851.15
249	PLAT BOARD	\$		-	\$	-	\$	-
250	MICROFILM	\$		-	\$	-	\$	-
253	COUNTY TREASURER	\$		309.73	\$	192.15	\$	501.88
257	EQUALIZATION	\$		40.01	\$	200.82	\$	240.83
262	ELECTIONS	\$		-	\$	-	\$	-
265	COURTHOUSE/GROUNDS	\$		3,742.03	\$	1,864.07	\$	5,606.10
283	CIRCUIT COURT	\$		488.31	\$	13,115.54	\$	13,603.85
286	DISTRICT COURT	\$		384.66	\$	201.44	\$	586.10
289	FRIEND OF THE COURT	\$		88.10	\$	2,279.70	\$	2,367.80
294	PROBATE COURT	\$		7.94	\$	957.90	\$	965.84
295	PROBATION/PAROLE	\$		-	\$	21.28	\$	21.28
296	PROSECUTING ATTORNEY	\$		288.01	\$	201.59	\$	489.60
298	FAMILY COUNSELING	\$		-	\$	-	\$	-
301	SHERIFF	\$		14,340.26	\$	20,455.48	\$	34,795.74
331	MARINE LAW	\$		-	\$	2,150.00	\$	2,150.00
332	SNOWMOBILE ENFORCEMENT	\$		-	\$	-	\$	-
333	ROAD PATROL	\$		-	\$	-	\$	-

351	JAIL	\$	19,948.39	\$	2,997.82	\$	22,946.21
426	EMERGENCY MANAGEMENT	\$	405.24	\$	166.65	\$	571.89
430	ANIMAL CONTROL	\$	772.20	\$	599.62	\$	1,371.82
442	DRAIN COMMISSIONER	\$	85.01	\$	74.00	\$	159.01
445	DRAINS - PUBLIC BENEFIT	\$	-	\$	-	\$	-
528	TRANSFER STATION/RECYCLING CENTER	\$	271.53	\$	5,695.60	\$	5,967.13
568	SOIL CONSERVATION	\$	-	\$	-	\$	-
595	AIRPORT	\$	243.65	\$	1,076.59	\$	1,320.24
601	HEALTH DEPARTMENT	\$	1,441.30	\$	215.60	\$	1,656.90
605	CONTAGIOUS DISEASES	\$	-	\$	41.87	\$	41.87
648	MEDICAL EXAMINER	\$	328.82	\$	7,598.28	\$	7,927.10
649	COMMUNITY MENTAL HEALTH	\$	-	\$	-	\$	-
701	PLANNING COMMISSION	\$	-	\$	-	\$	-
710	MSU EXTENSION	\$	-	\$	-	\$	-
711	REGISTER OF DEEDS	\$	20.39	\$	-	\$	20.39
728	EDC	\$	6.53	\$	-	\$	6.53
	GENERAL PAYROLL	\$	215,653.06	\$	-	\$	215,653.06
	GENERAL FICA	\$	16,201.34	\$	-	\$	16,201.34
	GENERAL RETIREMENT	\$	-	\$	-	\$	-
	GENERAL FRINGE	\$	-	\$	-	\$	-
	WORKERS COMP	\$	-	\$	-	\$	-
<b>GENERAL FUND TOTAL</b>		<b>\$</b>	<b>281,722.32</b>	<b>\$</b>	<b>62,396.01</b>	<b>\$</b>	<b>344,118.33</b>
<b>GRAND TOTAL</b>		<b>\$</b>	<b>360,790.18</b>	<b>\$</b>	<b>92,373.35</b>	<b>\$</b>	<b>453,163.53</b>
<b>GENERAL FUND WITHOUT PAYROLL</b>		<b>\$</b>	<b>49,861.39</b>				