

# Oceana County Board of Commissioners

April 11, 2023

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

## Committees and Board Meeting Packet



### Board of Commissioners

Robert Walker, Chairperson

Craig Hardy

Paul Erickson

Tim Beggs, Vice-Chairperson

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 **Tuesday, April 11, 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.

- Courts and Public Safety
- 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:

- Personnel and Health and Human Services

*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

## Courts and Public Safety Committee

There will be a committee meeting on **Tuesday, April 11, 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: Tim Beggs**

**Committee Vice-Chair: Craig Hardy**

| Presenter                                 | Description   | Item #               |
|---|---|----------------------|
| Chairman Beggs                            | Call to Order<br>Roll Call<br>Approval of Minutes from March 9, 2023<br>Changes to the Agenda<br>Approval of the Agenda<br>Public Comment ( <i>state your name, current address, and agenda item or topic</i> ) | Pages 4 & 5          |
| Sheriff Mast/<br>Undersheriff<br>Schiller | Consideration of Police Service Contracts with Grant Township, the Village of Hesperia and the Village of Walkerville.<br>Consideration to repair the Generator and UPS.  | #2023-48<br>#2023-49 |
| Administrator<br>Byard                    | Consideration of a budget amendment for the purpose of extradition  | #2023-50             |
|   | <b>DEPARTMENT HEAD REPORT</b>   |                      |
|   | Public Comment ( <i>state your name, current address, and agenda item or topic</i> )  |                      |
|   | Adjournment   |                      |
|   |   |                      |
|   |   |                      |
|   |   |                      |
|   |   |                      |

## **Courts and Public Safety Committee**

The Courts and Public Safety Committee Meeting was called to order by Chairperson Beggs, on Thursday, March 9, 2023, at 10:00 a.m. in the Board Conference Room.

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

Also Present: Ms. Becker, Oceana County Financial & Human Resources Coordinator; Ms. Coon, Oceana County Chief Deputy Clerk; Mr. F. Lee Hyslop, Crystal Township Supervisor; Sheriff Mast; and Mr. Troy Maloney, Oceana County Emergency Management Director.

Moved by Mr. Hardy and seconded by Mr. Walker to approve the minutes of the February 9, 2023, Courts and Public Safety Committee Meeting.

Voice vote. Motion carried.

Chairperson Beggs asked if there were any changes to the agenda. None were presented.

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

Voice vote. Motion carried.

### **Public Comment**

Mr. F. Lee Hyslop, Crystal Township Supervisor, delivered an update regarding Crystal Township issues and suggested road maintenance. Mr. Erickson requested clarification which stretch of Madison Road would need maintained. Mr. Hyslop clarified that the stretch of Madison Road is between 120<sup>th</sup> Avenue and 126<sup>th</sup> Avenue.

### **Agenda Items**

Ms. Becker sought consideration of a motion to approve the Mason-Oceana 911 Board recommendation for the continued assessment of a local telephone surcharge in the amount of \$2.09, no change. Mr. Hardy noted that the local telephone surcharge was approved by the Mason-Oceana 911 Board at their last meeting.

### **Department Head Reports**

Sheriff Mast provided an update regarding the jail population and new staff members. Mr. Beggs questioned what positions will still be available. Sheriff Mast clarified that Corrections Officers will be fully staffed, but there are still positions available for Road Patrol.

Mr. Erickson inquired as to when the jail millage will be put on a ballot again. Sheriff Mast imparted that he is still looking at different election dates and trying to plan accordingly with other issues that may be put forth on a ballot.

Mr. Troy Maloney, Oceana County Emergency Management Director, delivered an update regarding the local region/area. He also indicated that all of the fire departments in Oceana County combined and joined Mutual Aid Box Alarm System (MABAS), as a single entity, and can now qualify/guarantee for hazmat response and training.

Mr. Maloney requested assistance with MFR funding for Hart Fire Department, if needed. Mr. Beggs noted that Hart Fire Department had previously been approved for MFR funding. Mr. Walker suggested finding alternate funding due to overbudgeting.

**Public Comment**

There were no public comments at this time.

Chairperson Beggs asked if there was any further business to come before the Board. There being none, the meeting adjourned at 10:24 a.m.

Respectfully submitted,

Melanie A. Coon  
Oceana County Chief Deputy Clerk



## OCEANA COUNTY SHERIFF'S OFFICE

**CRAIG MAST, SHERIFF**  
216 LINCOLN ST., P.O. BOX 32

**RYAN SCHILLER, UNDERSHERIFF**  
HART, MI 49420 • PHONE: (231) 873-2121  
FAX: (231) 873-0154

March 17, 2023

Ms. Byard & Board of Commissioners:

The Township of Grant, Villages of Hesperia and Walkerville are all requesting to contract police services through the sheriff's office for additional dedicated hours of patrol.

After a number of conversations, emails and guidance from our corporate counsel, it has become apparent that the best practice for our agency is to proceed with formal contracts for the municipalities requesting our services.

Grant Township previously had an agreement with the Rothbury Police Department, which they chose to end several months ago. The Village of Hesperia has had a vacancy for their Chief of Police for several months and have no police department at this time. The Village of Walkerville has a part time Chief of Police but would like additional hours of patrol of which they cannot provide.

I have attached the proposal that was provided to us by *Cohl, Stoker & Toskey, PC*. This is a template that our corporate counsel uses in a number of different counties in he state. The three contracts have different stipulations specifically relating to each municipalities request.

Page 2

These three contracts are drastically different from most agreements of this nature, in that we are not dedicating a full-time equivalent deputy to any of these municipalities. These three contracts are all utilizing current staffing for deputies filling these hours as overtime.

I have worked with Ms. Byard's office to ensure that the hourly rate of billable hours will cover the expenses incurred, including wages, benefits, etc. We will coordinate between our office and the administrator's office quarterly to review overtime revenue and expenses to adjust that budget accordingly.

I am requesting that you approve this request and authorize the Sheriff to sign any contract relating to this matter.

Respectfully,



Ryan Schiller  
Undersheriff

## **AGREEMENT FOR LAW ENFORCEMENT SERVICES**

**THIS AGREEMENT** is entered into this 1<sup>st</sup> day of April 2023, by and between the **COUNTY OF OCEANA**, a municipal corporation and political subdivision of the State of Michigan (“County”), the **OCEANA COUNTY SHERIFF’S OFFICE** (“Sheriff”), and the **TOWNSHIP OF GRANT**, a municipal corporation with offices located at Grant Township Hall, 7134 S. Oceana Drive, Rothbury, MI 49452 (“Township”).

### **W I T N E S S E T H:**

**WHEREAS**, the Township desires to secure certain law enforcement services from the Sheriff; and

**WHEREAS**, the County and the Sheriff agree that the Sheriff shall provide the Township with those law enforcement services as outlined below and as permitted by law.

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

**I.     Services to be Provided by the Sheriff.** The Sheriff shall provide the Township with Special Law Enforcement Services under the terms and conditions of this Agreement. For purposes of this Agreement “Special Law Enforcement Services” means general road patrol, the enforcement of criminal Township ordinances, attending monthly township board meetings as available, preparing and submitting a monthly report as required under Section IX of this Agreement, and performing property checks more frequently for absent property owners when requested by those owners. “Special Law Enforcement Services,” however, shall not include general law enforcement duties provided routinely within the townships that have not entered into an Agreement for Law Enforcement Services, including, but not limited to, responses to emergency calls, responses to complaints (both criminal and civil in nature), and responses to accidents of all types. These Special Law Enforcement Services shall be performed in the discretion and direction of the Sheriff according to the following schedule:

- A.     At least four (4) hours per week, sixteen (16) per month of coverage; and
- B.     The schedule may be modified as needed by assigned Deputy Sheriff(s) after consultation with Sheriff Command structure and the Township.
- C.     The Sheriff will strive to schedule the hours worked to be on the days of Friday, Saturday or Sunday. The Township understands that due to staffing, deputies may have to fulfill the hours during the normal workweek i.e.; Monday – Thursday.

All services provided for herein are acknowledged to involve the performance of a governmental function.

**II.     Cooperation and Enforcement of Township Ordinances.** The Sheriff will not address ordinance complaints of blight, junk/abandoned vehicles, etc. Additional services may be provided by mutual written agreement of the parties.



**III. Equipment to be Provided by the County.** The County shall provide a motor vehicle to be used for police protection and patrol and any and all uniforms, weapons, insignia and general police equipment to be used by any Deputy Sheriff(s) assigned to duty in the Township.

**IV. Office and Garage Space.** The Township may provide and maintain office and garage space to be utilized by the Deputy Sheriff(s) assigned to the Township.

**V. Telephones.** If the County and the Township mutually agree, the Township may maintain telephone service to be utilized by the Deputy Sheriff(s) assigned to the Township.

**VI. Gasoline.** The Deputy Sheriff(s) assigned to the Township shall utilize County gasoline pumps to fuel motor vehicle(s).

**VII. Insurance and Liability.** The County shall provide insurance for the motor vehicle(s) used in the performance of the services described in the Section I of this Agreement, as well as general liability and workers' compensation insurance coverage for any Deputy Sheriff(s) assigned to duty in the Township. "Insurance", insofar as vehicles and the Deputy Sheriff(s) are concerned, means the coverage provided by the County as of January 1, 2023. If the terms of the County's insurance coverage are modified, or if coverage is discontinued for any reason, the County shall notify the Township immediately.

All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Agreement shall be the responsibility of the County, and not the responsibility of the Township, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the County, any subcontractor, anyone directly or indirectly employed by the County, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County or its employees by statutes or court decisions.

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Township in the performance of this Agreement shall be the responsibility of the Township and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Township employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Township or its employees as provided by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Township in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the Township in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, the Township or their employees, respectively, as provided by statute or court decisions.

**VIII. Compensation.** It is expressly understood and agreed that the Township shall pay the County for the services which it receives from the Deputy Sheriff(s) under this Agreement. The monthly total to be paid by the Township shall be \$65.00/hour for any number of hours worked, up to sixteen (16) hours per month

The sum due the County during each month covered by this Agreement shall be paid in monthly installments, with payments to be made by no later than the 15th day of the following month. All payments shall be made payable to the COUNTY OF OCEANA and submitted to the Sheriff.

**IX. Reports.** The Sheriff can provide to the Township a report as requested, but only as it relates to law enforcement services provided in accordance with this Agreement.

**X. Status of Deputy Sheriff(s) Assigned to the Township.** The Deputy Sheriff(s) assigned to the Township are and shall remain employees of the Sheriff and the County and shall be under the Sheriff's supervision, direction, and control.

**XI. Sheriff Responsible for Management.** The Sheriff shall be solely responsible for the management of the Deputy Sheriff(s) assigned to the Township under this Agreement. Management shall be construed to include, but not be limited to, determining priority of investigation; determining what constitutes an emergency; determining the specific personnel to be assigned to the Township; determining job duties and assignments; and determining the adequacy of motor vehicles deployed. The Sheriff will consult with the Township on routine or special matters as deemed appropriate.

**XII. Removal of Deputy Sheriff(s) for Emergencies.** The Sheriff reserves the right to remove any Deputy Sheriff(s) who is otherwise assigned to the Township for emergencies that might exist outside the Township.

**XIII. Nondiscrimination.** In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State and local laws, regulations and policies prohibiting discrimination. The parties hereto, as required by law and/or policies of either the County or the Township shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status or political affiliation or beliefs. Breach of this covenant shall be regarded as a material breach of this Agreement.

**XIV. Agreement Does Not Affect Collective Bargaining Agreements.** It is expressly understood and agreed by the parties hereto that the requirements of this Agreement shall not be construed as in any way affecting the collective bargaining agreement covering the Deputy Sheriff(s) assigned to the Township under this Agreement including, but not limited to, the adding of provisions thereto or subtracting provisions therefrom.

**XV. Communication.** It is agreed to by the parties that prompt and timely resolution of issues and/or concerns is vital to the success of this Agreement. Therefore, the parties agree that the following steps will be utilized:

- A. The Township Board will meet regularly with the supervisor of the Deputy Sheriff(s) assigned to the Township for purposes of resolving issues and/or concerns.
- B. If issues and/or concerns cannot be resolved in the above mentioned forum in a timely manner, then the Township Board will meet with the Undersheriff to pursue resolution.

**XVI. Waivers.** No failure or delay on the part of any of the parties to this Agreement 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. Moreover, and without limitation, nothing herein shall be construed to limit to any party the defense of governmental immunity.

**XVII. Modification of Agreement.** Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

**XVIII. Assignment or Subcontracting.** The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.

**XIX. Non-Third-Party Beneficiary Contract.** This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

**XX. Purpose of Section Titles.** The titles of the sections set forth 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.

**XXI. Complete 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 hereto and any prior agreements shall be null and void.

**XXII. Agreement Period and Termination.** This Agreement shall commence on the 1<sup>st</sup> day of April 2023, and unless prematurely terminated by either party as authorized in this Agreement shall continue through the 31<sup>st</sup> day of December 2023, at which time it shall terminate.

Notwithstanding any other provisions in this Agreement to the contrary, either the County, the Sheriff, or the Township may, with or without cause, terminate this Agreement at any time upon sixty (60) calendar days prior written notice to the other party. In the event this Agreement is prematurely terminated, the Township shall pay the County, as set forth in Section VIII, the total sum due for services performed by the Deputy Sheriff(s) assigned to the Township up to the effective date of termination. In the event this Agreement is terminated, and the Township creates its own police department, it is expressly understood and agreed by the parties hereto that the Township shall give preferential consideration to the hiring of any Deputy Sheriff(s) which had been assigned to the Township under this Agreement who are discharged as a result of the termination of this Agreement.

**XXIII. Invalid Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. It shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

**XXIV. Certification of Authority to Sign Agreement.** The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**COUNTY OF OCEANA**

By: \_\_\_\_\_  
Robert Walker, Chairperson  
County Board of Commissioners

Date: \_\_\_\_\_

**OCEANA COUNTY SHERIFF**

By: \_\_\_\_\_  
Craig Mast, Sheriff  
Oceana County

Date: \_\_\_\_\_

**TOWNSHIP OF GRANT**

By: \_\_\_\_\_  
Roger Schmidt, Township Supervisor  
Grant Township

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Shannon Beishuizen, Clerk  
Grant Township

Date: \_\_\_\_\_

## **AGREEMENT FOR LAW ENFORCEMENT SERVICES**

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### **W I T N E S S E T H:**

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- A.     At least forty-eight (48) hours per week of coverage; and
- B.     The schedule may be modified as needed by assigned Deputy Sheriff(s) after consultation with Sheriff Command structure and the Village.
- C.     The Sheriff will strive to schedule the hours worked to be in coordination of the Newaygo County Sheriff’s Office. Both Sheriff’s offices will work together to ensure that duplication of services is not occurring. It is understood that the village only desires to have one sheriff’s office patrolling the Village at any one time.

All services provided for herein are acknowledged to involve the performance of a governmental function.

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Notwithstanding any other provisions in this Agreement to the contrary, either the County, the Sheriff, or the Village may, with or without cause, terminate this Agreement at any time upon sixty (60) calendar days prior written notice to the other party. In the event this Agreement is prematurely terminated, the Village shall pay the County, as set forth in Section VIII, the total sum due for services performed by the Deputy Sheriff(s) assigned to the Village up to the effective date of termination. In the event this Agreement is terminated, and the Village creates its own police department, it is expressly understood and agreed by the parties hereto that the Village shall give preferential consideration to the hiring of any Deputy Sheriff(s) which had been assigned to the Village under this Agreement who are discharged as a result of the termination of this Agreement.

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affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

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**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**COUNTY OF OCEANA**

By: \_\_\_\_\_  
Robert Walker, Chairperson  
County Board of Commissioners

Date: \_\_\_\_\_

**VILLAGE OF HESPERIA**

By: \_\_\_\_\_  
Mike Farber, Village President  
Village of Hesperia

Date: \_\_\_\_\_

**OCEANA COUNTY SHERIFF**

By: \_\_\_\_\_  
Craig Mast, Sheriff  
Oceana County

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Vicki Burrell, Clerk  
Village of Hesperia

Date: \_\_\_\_\_

## **AGREEMENT FOR LAW ENFORCEMENT SERVICES**

**THIS AGREEMENT** is entered into this 1<sup>st</sup> day of April 2023, by and between the **COUNTY OF OCEANA**, a municipal corporation and political subdivision of the State of Michigan (“County”), the **OCEANA COUNTY SHERIFF’S OFFICE** (“Sheriff”), and the **VILLAGE OF WALKERVILLE**, a municipal corporation with offices located at Walkerville Village Hall, 121 East Street, PO BOX 97, Walkerville, MI 49459 (“Village”).

### **W I T N E S S E T H:**

**WHEREAS**, the Village desires to secure certain law enforcement services from the Sheriff; and

**WHEREAS**, the County and the Sheriff agree that the Sheriff shall provide the Village with those law enforcement services as outlined below and as permitted by law.

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

**I.     Services to be Provided by the Sheriff.** The Sheriff shall provide the Village with Special Law Enforcement Services under the terms and conditions of this Agreement. For purposes of this Agreement “Special Law Enforcement Services” means general road patrol, the enforcement of criminal Village ordinances, attending monthly Village board meetings as available, preparing and submitting a monthly report as required under Section IX of this Agreement, and performing property checks more frequently for absent property owners when requested by those owners. “Special Law Enforcement Services,” however, shall not include general law enforcement duties provided routinely within the Villages that have not entered into an Agreement for Law Enforcement Services, including, but not limited to, responses to emergency calls, responses to complaints (both criminal and civil in nature), and responses to accidents of all types. These Special Law Enforcement Services shall be performed in the discretion and direction of the Sheriff according to the following schedule:

- A.     At least four (4) hours per month of coverage; and
- B.     The schedule may be modified as needed by assigned Deputy Sheriff(s) after consultation with Sheriff Command structure and the Village.
- C.     The Sheriff will strive to schedule the hours worked to be when activity and traffic enforcement can have maximum impact.

All services provided for herein are acknowledged to involve the performance of a governmental function.

**II.    Cooperation and Enforcement of Village Ordinances.** The Sheriff will not address ordinance complaints of blight, junk/abandoned vehicles, etc. Additional services may be provided by mutual written agreement of the parties.

**III.   Equipment to be Provided by the County.** The County shall provide a motor

vehicle to be used for police protection and patrol and any and all uniforms, weapons, insignia and general police equipment to be used by any Deputy Sheriff(s) assigned to duty in the Village.

**IV. Office and Garage Space.** The Village may provide and maintain office and garage space to be utilized by the Deputy Sheriff(s) assigned to the Village.

**V. Telephones.** If the County and the Village mutually agree, the Village may maintain telephone service to be utilized by the Deputy Sheriff(s) assigned to the Village.

**VI. Gasoline.** The Deputy Sheriff(s) assigned to the Village shall utilize County gasoline pumps to fuel motor vehicle(s).

**VII. Insurance and Liability.** The County shall provide insurance for the motor vehicle(s) used in the performance of the services described in the Section I of this Agreement, as well as general liability and workers' compensation insurance coverage for any Deputy Sheriff(s) assigned to duty in the Village. "Insurance", insofar as vehicles and the Deputy Sheriff(s) are concerned, means the coverage provided by the County as of January 1, 2023. If the terms of the County's insurance coverage are modified, or if coverage is discontinued for any reason, the County shall notify the Village immediately.

All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the County in the performance of this Agreement shall be the responsibility of the County, and not the responsibility of the Village, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the County, any subcontractor, anyone directly or indirectly employed by the County, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County or its employees by statutes or court decisions.

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the Village in the performance of this Agreement shall be the responsibility of the Village and not the responsibility of the County if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Village employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Village or its employees as provided by statute or court decisions.

In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the Village in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the Village in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County, the Village or their employees, respectively, as provided by statute or court decisions.

**VIII. Compensation.** It is expressly understood and agreed that the Village shall pay the County for the services which it receives from the Deputy Sheriff(s) under this Agreement. The monthly total to be paid by the Village shall be \$65.00/hour for any number of hours worked, up to four (4) hours per month.

The sum due the County during each month covered by this Agreement shall be paid in monthly installments, with payments to be made by no later than the 15th day of the following month. All payments shall be made payable to the COUNTY OF OCEANA and submitted to the Sheriff.

**IX. Reports.** The Sheriff may provide to the Village reports as requested, but only as it relates to law enforcement services provided in accordance with this Agreement.

**X. Status of Deputy Sheriff(s) Assigned to the Village.** The Deputy Sheriff(s) assigned to the Village are and shall remain employees of the Sheriff and the County and shall be under the Sheriff's supervision, direction, and control.

**XI. Sheriff Responsible for Management.** The Sheriff shall be solely responsible for the management of the Deputy Sheriff(s) assigned to the Village under this Agreement. Management shall be construed to include, but not be limited to, determining priority of investigation; determining what constitutes an emergency; determining the specific personnel to be assigned to the Village; determining job duties and assignments; and determining the adequacy of motor vehicles deployed. The Sheriff will consult with the Village on routine or special matters as deemed appropriate.

**XII. Removal of Deputy Sheriff(s) for Emergencies.** The Sheriff reserves the right to remove any Deputy Sheriff(s) who is otherwise assigned to the Village for emergencies that might exist outside the Village.

**XIII. Nondiscrimination.** In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State and local laws, regulations and policies prohibiting discrimination. The parties hereto, as required by law and/or policies of either the County or the Village shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status or political affiliation or beliefs. Breach of this covenant shall be regarded as a material breach of this Agreement.

**XIV. Agreement Does Not Affect Collective Bargaining Agreements.** It is expressly understood and agreed by the parties hereto that the requirements of this Agreement shall not be construed as in any way affecting the collective bargaining agreement covering the Deputy Sheriff(s) assigned to the Village under this Agreement including, but not limited to, the adding of provisions thereto or subtracting provisions therefrom.

**XV. Communication.** It is agreed to by the parties that prompt and timely resolution of issues and/or concerns is vital to the success of this Agreement. Therefore, the parties agree that the following steps will be utilized:

- A. The Village Board will meet regularly with the supervisor of the Deputy Sheriff(s) assigned to the Village for purposes of resolving issues and/or concerns.

- B. If issues and/or concerns cannot be resolved in the above mentioned forum in a timely manner, then the Village Board will meet with the Undersheriff to pursue resolution.

**XVI. Waivers.** No failure or delay on the part of any of the parties to this Agreement 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. Moreover, and without limitation, nothing herein shall be construed to limit to any party the defense of governmental immunity.

**XVII. Modification of Agreement.** Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

**XVIII. Assignment or Subcontracting.** The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.

**XIX. Non-Third-Party Beneficiary Contract.** This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

**XX. Purpose of Section Titles.** The titles of the sections set forth 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.

**XXI. Complete 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 hereto and any prior agreements shall be null and void.

**XXII. Agreement Period and Termination.** This Agreement shall commence on the 1<sup>st</sup> day of April 2023, and unless prematurely terminated by either party as authorized in this Agreement shall continue through the 31<sup>st</sup> day of December 2023, at which time it shall terminate.

Notwithstanding any other provisions in this Agreement to the contrary, either the County, the Sheriff, or the Village may, with or without cause, terminate this Agreement at any time upon sixty (60) calendar days prior written notice to the other party. In the event this Agreement is prematurely terminated, the Village shall pay the County, as set forth in Section VIII, the total sum due for services performed by the Deputy Sheriff(s) assigned to the Village up to the effective date of termination. In the event this Agreement is terminated, and the Village creates its own police department, it is expressly understood and agreed by the parties hereto that the Village shall give preferential consideration to the hiring of any Deputy Sheriff(s) which had been assigned to the Village under this Agreement who are discharged as a result of the termination of this Agreement.

**XXIII. Invalid Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. It shall be considered to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or

unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

**XXIV. Certification of Authority to Sign Agreement.** The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**COUNTY OF OCEANA**

By: \_\_\_\_\_  
Robert Walker, Chairperson  
County Board of Commissioners

Date: \_\_\_\_\_

**OCEANA COUNTY SHERIFF**

By: \_\_\_\_\_  
Craig Mast, Sheriff  
Oceana County

Date: \_\_\_\_\_

**VILLAGE OF WALKERVILLE**

By: \_\_\_\_\_  
Mark Rainy Metts, Village President  
Village of Walkerville

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Valerie Aiken, Clerk  
Village of Walkerville

Date: \_\_\_\_\_



## OCEANA COUNTY SHERIFF'S OFFICE

**CRAIG MAST, SHERIFF**  
216 LINCOLN ST., P.O. BOX 32

**RYAN SCHILLER, UNDERSHERIFF**  
HART, MI 49420 • PHONE: (231) 873-2121  
FAX: (231) 873-0154

April 3, 2023

RE: UPS Replacement

Ms. Byard & Board of Commissioners:

This proposal is for the replacement of the uninterrupted power supply (UPS) unit for our building. For historical background, I have attached a document that was in front of the board one year ago.

At this time last year the UPS was still operating and costly on-site repairs for a unit that parts are no longer available for did not seem fiscally wise. The cost for a technician to come on-site was quoted at \$1,450.00 without making any necessary repairs.

Currently we know that the batteries are nearing replacement and there are cooling fans currently not working. The unit is making a very loud noise that has been noted to be increasing as time goes on.

I spoke with a Ferrups technician on the phone on April 3, 2023. They walked me through several diagnostic menus to ensure the safety of the unit at this time. This unit is now forty-eight years old. The loud noise coming from the unit is believed to be coming from the seized up cooling fans inside the unit.

It should be noted that this unit serves as the UPS for the fiber optic internet lines for the sheriff's office, courthouse, and county services building. It also serves the entire county phone system, sheriff's office and courthouse servers and firewalls. The UPS also serves several critical function offices in the sheriff's office and jail for lightning and power.

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The quote that I have attached is for the unit itself and does not include removal of the existing and installation of the new unit. I have requested a quote for this work to be done by C&I Electric of Ludington who are specifically familiar with EATON UPS systems. Due to the our schedules not lining up they will not be able to provide this quote until the week of April 10.

I am recommending the board approve the replacement cost of \$8,637.89 (UPS, Cart, (2) EBM's, 2 Year Exchange Warranty \$ 8,637.89 + tax) and installation costs to be provided by C&I Electric.

If you have any questions please reach out to me anytime.

Respectfully,



Ryan Schiller  
Undersheriff





## OCEANA COUNTY SHERIFF'S OFFICE

**CRAIG MAST, SHERIFF**  
216 LINCOLN ST., P.O. BOX 32

**RYAN SCHILLER, UNDERSHERIFF**  
HART, MI 49420 • PHONE: (231) 873-2121  
FAX: (231) 873-0154

April 7, 2022

RE: Generator & UPS Repair

Dr. Sobie & Board of Commissioners:

This communication is in regards to the necessary repair of the building's back-up generator and uninterrupted power supply system.

On Wednesday, March 30, 2022 we had a power outage in the City of Hart, that affected the Sheriff's Office and County Building as well as the County Services Building. When the outage occurred our building's back up generator started automatically. Fourteen minutes into the power outage the back-up generator shut down. When this occurred the entire building, server room, phone system, network connections were all immediately affected.

Our back-up generator is original to the building, 1968. The generator is tested weekly and has annual preventative maintenance performed. The generator automatically runs every Thursday afternoon for one hour, and has showed no signs of trouble.

When there is a power outage, there is a brief interruption and that is when the uninterrupted power supply (UPS) takes over. The UPS fills the gap in power for the building until the generator's transfer switch activates and the generator starts up and begins providing full power. The UPS is critical in that it keeps all of the servers and phone systems up and running without that hiccup in power.

In the event that the generator completely fails, the UPS is able to carry the power load of the building providing emergency lighting and essential power functions to critical systems. The UPS will run for about 2.5 hours before the batteries are depleted.

Page 2

On March 30<sup>th</sup>, the UPS failed immediately as well. This UPS was installed in 1995 when the Mason-Oceana 911 was located in our basement. The batteries were replaced approximately five years ago.

Our generator is an ONAN diesel generator. I contacted the service provider for the generator, Wolverine Power out of Zeeland the following day. They had a repair technician up here on Monday morning. They found that the radiator has a leak and had no coolant – which would automatically shut it down.

The replacement cost of the radiator is \$4,796.00, and I have attached the quote. Due to the cost in the quote, I reached out to a local diesel mechanic to confirm that this is a reasonable cost for repair. It was determined that given the unique part and age this is an acceptable cost.

I have also been working to resolve why the UPS failed as well. I contacted R C Merchant, who is a distributor of EATON and Ferrups power supply's. They have done some trouble shooting and the error codes indicate low power, indicating battery replacement. They are scheduling a maintenance call on the machine to make a determination of what is necessary. The quote for EATON to come, inspect, and trouble shoot the UPS is for \$1,451.00. I have attached it. If the batteries need replacing, that will be an added "time and materials" expense.

I'm requesting permission to make the necessary repairs for these two pieces of equipment.

Should you have any questions, please let me know.

Respectfully,



Ryan Schiller  
Undersheriff



← **Uninterrupted Power Supply – UPS**



**Generator** →



← **Generator (Side View)**

Wolverine Power Systems  
 3229 80th Avenue  
 Zeeland MI 49464  
 (800) 485-8068

## Quote

**Order Number:** 0686005  
**Order Date:** 4/6/2022  
**Salesperson:** WPZ  
**Customer Number:** OCE001

**Sold To:**

 OCEANA COUNTY CORR FACILITY  
 PO BOX 32  
 ATTN: TERRY HAYNOR  
 HART, MI 49420

**Ship To:**

 OCEANA COUNTY CORR. FACILITY  
 216 LINCOLN  
 HART, MI 49420

**CONFIRM TO:**
**Phone:** (231) 873-1200

**Fax:**
**Page:** 1

| Customer P.O.   | Ship VIA | F.O.B.  | Terms<br>Due Upon Receipt |            |           |          |
|---|----------|---------|---------------------------|------------|-----------|----------|
| Item Number   | Unit     | Ordered | Shipped                   | Back Order | Price     | Amount   |
| THIS IS A QUOTE TO PERFORM THE FOLLOWING WORK DURING OUR NORMAL BUSINESS HOURS: |          |         |                           |            |           |          |
| -REPLACE RADIATOR   |          |         |                           |            |           |          |
| -REPLACE RADIATOR CAP   |          |         |                           |            |           |          |
| -REPLACE RADIATOR HOSES   |          |         |                           |            |           |          |
| -REPLACE BLOCK HEATER HOSES AND CLAMPS  |          |         |                           |            |           |          |
| -REPLACE COOLANT  |          |         |                           |            |           |          |
| ***INCLUDES LTL TRUCK SHIPMENT FEES   |          |         |                           |            |           |          |
| 130-4361<br>ONAN RADIATOR   | EACH     | 1.00    | 0.00                      | 0.00       | 3,171.743 | 3,171.74 |
| 130-3929<br>ONAN RAD CAP  | EACH     | 1.00    | 0.00                      | 0.00       | 30.371    | 30.37    |
| 503-0441<br>UPPER RADIATOR HOSE   | EACH     | 1.00    | 0.00                      | 0.00       | 45.814    | 45.81    |
| 50020<br>Hose Clamps 3/4" - 1 3/4"  | EACH     | 4.00    | 0.00                      | 0.00       | 2.000     | 8.00     |
| FM15<br>HOSE FLEX   | EACH     | 1.00    | 0.00                      | 0.00       | 59.980    | 59.98    |
| 50012<br>Hose Clamps 9/16" - 1 1/4" (   | EACH     | 4.00    | 0.00                      | 0.00       | 2.500     | 10.00    |
| 5/8 HEATER HOSE<br>5/8 BLOCK HEATER HOSE (FOOT)                                 | FT       | 8.00    | 0.00                      | 0.00       | 5.750     | 46.00    |
| 50/50<br>COOLANT, 1 GAL GREEN 50/50 ANT   | GAL      | 6.00    | 0.00                      | 0.00       | 10.800    | 64.80    |
| /MISC<br>MISCELLANEOUS SHOP SUPPLIES  | EACH     | 1.00    | 0.00                      | 0.00       | 25.000    | 25.00    |

Continued

Wolverine Power Systems  
 3229 80th Avenue  
 Zeeland MI 49464  
 (800) 485-8068

## Quote

**Order Number:** 0686005  
**Order Date:** 4/6/2022  
**Salesperson:** WPZ  
**Customer Number:** OCE001

**Sold To:**

 OCEANA COUNTY CORR FACILITY  
 PO BOX 32  
 ATTN: TERRY HAYNOR  
 HART, MI 49420

**Ship To:**

 OCEANA COUNTY CORR. FACILITY  
 216 LINCOLN  
 HART, MI 49420

**CONFIRM TO:**
**Phone:** (231) 873-1200

**Fax:**
**Page:** 2

| Customer P.O.       | Ship VIA | F.O.B.  | Terms            |            |         |        |
|---------------------|----------|---------|------------------|------------|---------|--------|
|                     |          |         | Due Upon Receipt |            |         |        |
| Item Number         | Unit     | Ordered | Shipped          | Back Order | Price   | Amount |
| /NRSLABOR           |          | 5.00    | 0.00             | 0.00       | 170.000 | 850.00 |
| LABOR (NRS)         |          |         |                  |            |         |        |
| /NRSCALL            |          | 1.00    | 0.00             | 0.00       | 310.000 | 310.00 |
| TRIP ESTIMATE (NRS) |          |         |                  |            |         |        |

\*\*\*SERVICE CALL RATES ARE ESTIMATES ONLY. CUSTOMERS ARE RESPONSIBLE FOR ACTUAL TRAVEL AND MILEAGE CHARGES ASSOCIATED WITH THIS WORK.\*\*\*

THIS QUOTE IS VOID AFTER 15 DAYS AND IS SUBJECT TO PARTS AVAILABILITY. THIS QUOTE DOES NOT INCLUDE ADDITIONAL REPAIRS TO UNFORESEEN DAMAGE OR ADDITIONAL LABOR CAUSED BY CIRCUMSTANCES OUTSIDE OF OUR DIRECT CONTROL. UNLESS SPECIFICALLY LISTED ABOVE, THIS QUOTE DOES NOT INCLUDE ANY PRIOR SITE VISITS OR WORK. CUSTOMER IS RESPONSIBLE FOR ANY AND ALL RESTOCKING FEES, FREIGHT CHARGES, NON-RETURNABLE PARTS AND/OR MATERIALS UPON APPROVING THIS QUOTE AND WILL BE CHARGED ACCORDINGLY IF THIS ORDER IS CANCELLED FOR ANY REASON. WOLVERINE POWER SYSTEMS IS NOT LIABLE FOR LOSSES OR ANY CONTINGENT LIABILITIES ARISING FROM THE OPERATION OF THIS SYSTEM OR THE FAILURE OF THIS SYSTEM TO OPERATE.

APPROVED BY (Please Print): \_\_\_\_\_

CUSTOMER SIGNATURE: \_\_\_\_\_

## GENERATOR SALES - SERVICE - RENTALS - PARTS

|                     |                 |
|---------------------|-----------------|
| Net Order:          | 4,621.70        |
| Less Discount:      | 0.00            |
| Freight:            | 175.00          |
| Sales Tax:          | 0.00            |
| <b>Order Total:</b> | <b>4,796.70</b> |





April 7, 2022

Attention: Mr. Ryan Schiller  
Undersheriff  
Oceana County Sheriff's Office  
216 E. Lincoln Street  
Hart, MI 49420  
Phone: 231-873-6766

Re: Preventative Maintenance for Eaton/Best Ferrups  
FE10kVA SN# 10K00974

Dear Sir

On behalf of Eaton Corporation, we are pleased to offer the following:

|                                |            |
|--------------------------------|------------|
| (1) Eaton 0005NXXX-11000UC     | \$1,451.00 |
| Onsite UPS PM performed 7x24   |            |
| Per attached Scope of Work R-2 |            |

Pricing is valid for 30 days. If accepted, please address your purchase order to Eaton Corporation and send to [doistad@rcmerchant.com](mailto:doistad@rcmerchant.com) for processing. Eaton terms (net 30 days) and conditions apply. Service availability is typically 2 weeks ARO.

If you have any additional questions, please contact me by telephone at (989) 763-3328.

Sincerely,

*David Oistad*

David Oistad  
Manufacturer's Representative for  
Eaton Corporation

# **Electronics (UPS Power Module, DC, PDU, Flywheel) Preventive Maintenance**

## **Scope of Work**

### **Attachment R-2**

This scope of work is shared by the following power quality equipment types: **Eaton UPS, Eaton PDU/PDR/RPP/STS, Eaton DC, Vycon Flywheel and Non-Eaton equipment (MVS)**. Note the applicable features vary by type of equipment being contracted and additional scopes of work may be required.

The following is an outline of general checks performed during an Eaton® Preventive Maintenance of the Eaton UPS Power Module normally performed by Eaton field service personnel. All checks are designed to be performed during off line operation, in the bypass mode. All checks or processes may not be applicable to all equipment types or models.

#### **1. Visual Inspection**

- a. Inspect all printed circuit board connections for cleanliness, swab contacts if necessary.
- b. Inspect all power connections for signs of overheating
- c. Inspect all subassemblies, bridges and legs for signs of component defects or stress
- d. Inspect all DC capacitors for signs of leakage
- e. Inspect all AC capacitors for signs of leakage
- f. Inspect and inventory all customer-owned spare parts
- g. Inspect for, and perform as required, any open engineering changes
- h. If work is completed under a PowerTrust™ Ultra contract, inspect battery monitoring system

#### **2. Internal Operating Parameters**

- a. DC Ground Detection Offset (if applicable)
- b. Inverter leg current average balance (if applicable)
- c. Output filter current average phase balance
- d. Rectifier bridge current average leg balance
- e. AC Protection settings are checked
- f. DC Protection settings are checked
- g. Input and Output Frequency and Voltage Bandwidth settings are checked
- h. Verify DC filter capacitance
- i. Verify AC tank and trap filter capacitance
- j. Power Supply voltages and waveforms
- k. Update UPS firmware as necessary with customer approval (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)
- l. Evaluate Field Service Bulletins (FSBs) for potential updates (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)

#### **3. External Operating Parameters**

- a. System Input Voltages (all phases)
- b. System Input Currents (all phases)
- c. DC Charging Voltages (float and equalize), record settings, adjust to nominal
- d. Rectifier phase on and walk up

- e. Inverter phase on and walk up
- f. Adjust all panel meters to measured values
- g. System Bypass Voltages (all phases)
- h. Manual and UV Transfer Testing, verify uninterrupted transfer waveform (if applicable)
- i. Outage simulation, and battery capability testing, and verify charger current limit
- j. Generator operation and interface verification (if applicable)

#### 4. Environmental Parameters

- a. UPS area ambient temperature and condition of ventilating equipment
- b. General Cleanliness of UPS Power Module
- c. General Cleanliness of UPS area
- d. Replace air filters as applicable and necessary (parts if required are included at no charge under service agreements with full parts coverage, otherwise billable)
- e. Clean outside of UPS including control panel/CRT screen
- f. Flywheel only: Drain oil and change oil and filters **NOTE: One (1) oil and filter change per year.**

#### 5. Battery Cabinet Checks

- a. General appearance of Battery System (all types)
- b. General cleanliness of Battery System area (all types)
- c. Inspect cells for physical abnormalities
- d. Inspect all DC connections for abnormalities
- e. Battery System area ambient temperature and condition of ventilating equipment
- f. For internal batteries only measure and record:
  - i. Overall battery float voltage
  - ii. Charger output current and voltage
  - iii. Negative terminal temperature of one cell/battery per battery cabinet shelf or rack tier
  - iv. Momentary load testing of cells < 100 watts (e.g. 9E, 9x55, not 9330)

#### 6. Monitoring System Parameters

- a. Alarm archive review and printing
- b. Alarm lamp test-local and remote (if applicable)
- c. Replace all open monitor bulbs
- d. If work is completed under a PowerTrust Ultra contract, inspect battery monitoring system
- e. Review Battery Test in history (if applicable)
- f. Update connectivity card firmware as necessary

#### 7. General

- a. Customer Consultation
- b. Verbal Recommendations
- c. General Observations

Following the Preventive Maintenance inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

Eaton and PowerTrust are trade names, trademarks, and/or service marks of Eaton Corporation or its subsidiaries and affiliates.



Existing Measured Load: 2142 Watts

| Item No. | Qty | Product               | Description  | Unit | Quote Price | Extended Quote |
|----------|-----|-----------------------|--|------|-------------|----------------|
|          | 1   | 6kVA Single-Phase UPS | 9PX6KP2, 6kVA 9PX w/ 6kVA PPDM Transformer,<br>Graphical LCD screen enables you to customize UPS settings,<br>diagnose alarms and view load and power consumption,<br>ABM technology for up to 50% longer battery life,<br>Network-MS Communication Card,<br>Rack or tower form factor with 4 post rail kit included,<br>Input voltage: 208-240V, Output Voltage: 120/240V, Hardwired<br>6000VA/5400W Power Output,<br>(2) 9PXEBM180RT External Battery Module with Runtime:<br>28 minutes at full load, 102 minutes at 2142 watts<br>Includes Rack Mount Kit for UPS and EBM's<br>2 Year Advance Exchange Warranty (Depot Repair)—5 Year is<br>Optional<br>UPS Dimensions 10.2"H (6U) x 17.3"W x 28.4"D, Weight: 201 lbs<br>EBM Dimensions (2) x 5.1"H (3U) x 17.3"W x 25.4"D, Weight: (2) x<br>150 lbs |      |             |                |

Catalog No 9PX6KP2 w (2) EBM

| Catalog No    | Qty | List of Materials   |            |            |
|---------------|-----|---|------------|------------|
| 9PX6KP2       | 1   | 9PX 6K UPS W/ HW 120/240V OUTPUT, 0 EBM, 14 MINUTES AT 2142W  | \$5,499.93 | \$5,499.93 |
| 9PXEBM180RT   | 2   | ADDITIONAL BATTERY MODULES: 102 MINUTES @ 2142 WATTS  | \$2,463.54 | \$2,463.54 |
| BINTSYS       | 1   | OPTIONAL INTEGRATION CASTER CART 7.9"H x 20.5"W x 31.5"D<br>ONLY REQUIRED IF SYSTEM IS NOT RACK MOUNTED | \$402.42   | \$402.42   |
| 9SW5Y-6000UC  | 1   | OPTIONAL 5 YEAR UPS WARRANTY (ADVANCE SWAP-DEPOT REPAIR)—UPS ELECTRONICS ONLY                           | \$1,247.16 | \$1,247.16 |
| 9SW5Y-18000BC | 2   | OPTIONAL 5 YEAR EXTENDED BATTERY WARRANTY (ADVANCE SWAP-DEPOT REPAIR)—EBM's ONLY                        | \$823.08   | \$1,646.16 |
|               | 1   | STANDARD GROUND FREIGHT, FOB SHIP POINT   | \$272.00   | \$272.00   |

UPS, (2) EBM's, 2 Year Exchange Warranty \$ 8,235.47 + tax  
UPS, Cart, (2) EBM's, 2 Year Exchange Warranty \$ 8,637.89 + tax  
UPS, (2) EBM's, 5 Year Exchange Warranty \$ 11,128.79 + tax  
UPS, Cart, (2) EBM's, 5 Year Exchange Warranty \$ 11,531.21 + tax

Price is valid for 30 days and does not include tax. Eaton Selling Policy 25-000 applies. Eaton terms (net 30 days) and conditions apply. If accepted, please address your PO to Eaton Corporation and send PO to [doistad@rcmerchant.com](mailto:doistad@rcmerchant.com) for processing.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

# Office of the Oceana County Prosecuting Attorney

*Joseph J. Bizon, Prosecuting Attorney*

Kevin C. Harrington II, Chief Assistant Prosecutor

Gabrielle Frampton, Assistant Prosecutor



## MEMORANDUM

TO: COUNTY BOARD/ADMINISTRATOR'S OFFICE

FROM: OCEANA COUNTY PROSECUTOR'S OFFICE

DATE: 3/17/2023

RE: REQUEST FOR CONSIDERATION OF BUDGET AMENDMENT

In November of 2022, a young teenager reported to the Michigan State Police that she was the victim of a sexual assault. After investigation and review of the investigation it was determined that Probable Cause existed to believe that the Suspect, Charles Vernon Alltop, committed a Criminal Sexual Conduct-First Degree and/or Criminal Sexual Conduct-Second Degree. The allegations are that these events transpired in 2016, in Oceana County. The warrant was issued January, 18, 2023. The suspect now lives in West Virginia.

From the beginning of this situation the Michigan State Police have wanted us to extradite this individual from West Virginia. I have repeatedly explained to troopers of various ranks that I do not have the unilateral and unfettered ability to spend money. This office must operate within the budget as established by the Board. The Board may, if the Board feels it is appropriate amend the budget.

This office does not often extradite. I have set the policy for this consideration to only include the capitol offenses of Murder and Criminal Sexual Conduct- First Degree. If convicted of Criminal Sexual Conduct-First Degree, a defendant may receive a sentence of Life or any Term of years. In Michigan this means a judge will establish both the minimum and maximum sentence. Depending on statutory variables, a mandatory minimum sentence may apply.

In order to get the most accurate information to the Board, I contacted Randy Cagle, the contractor who has provided this service in the past and has been used by the SSCENT Narcotics team for the same services. He has provided an estimate of \$3,500 for this transport. There do

Heather J. Rowe  
Office Manager  
Crime Victim Coordinator  
231-873-6751

Michelle Gerard  
Legal Secretary  
231-873-6748

Jane Glerum  
Child Support Specialist  
231-873-6749

exist factors that could affect that price. If there are complications in travel schedule for example, that can increase the cost.

The last time this office inquired about extradition, I was asked about the quality of the case. I cannot guarantee outcomes, however, in this case there is a viable case. I have spoken to the victim on more than one occasion, she is able and willing to testify, and is in fact eager to move this matter forward.

This office will abide by the decision of the board on this matter. I am willing to come before the Board if desired to answer any questions the Board may have.



JOSEPH BIZON  
PROSECTING ATTORNEY

*Heather J. Rowe*  
*Office Manager*  
*Crime Victim Coordinator*  
*231-873-6751*

*Michelle Gerard*  
*Legal Secretary*  
*231-873-6748*

*Jane Glerum*  
*Child Support Specialist*  
*231-873-6749*



# 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 **Tuesday, April 11, 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 #  |
|------------------------------|--|-----------|
| Chairman Hardy               | Call to Order<br>Roll Call<br>Approval of Meeting Minutes from March 9, 2023 <b>Pages 37 - 41</b><br>Changes to the Agenda<br>Approval of the Agenda<br>Public Comment ( <i>state your name, current address, and agenda item or topic</i> ) |           |
| Mr. Edward VanderVries       | Consideration of the 2022 Equalization Report and approval to sign the L4024 and the L4037 <b>(To Be Distributed)</b>  | #2023-51  |
| County Clerk<br>Amy Anderson | Consideration of the Reappointment of Mr. John Wyns to the Jury Board  | #2023-52  |
| Judge Lambrix                | Courts Space Discussion  |           |
| Administrator<br>Byard       | Consideration of the Economic Alliance Proposal <b>Pages 42 &amp; 43</b>   | #2023-53  |
| Commissioner<br>Morse        | Communication Plan Discussion <b>Pages 44 - 46</b>   |           |
| Administrator<br>Byard       | Request to amend the Inspector pay policy motion from the previous meeting   | #2023-47A |
| Administrator<br>Byard       | Administrator's Review of Selected Claims for Payment <b>(To Be Distributed)</b><br>Administrator's Report <b>Pages 47 &amp; 48</b>  | #2023-54  |
|                              | <b>DEPARTMENT HEAD REPORT</b>  |           |
|                              | 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, March 23, 2023, at 11:46 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; Ms. Anderson, Oceana County Clerk; Mr. Jeff Stockhill, Life EMS; Sheriff Mast; Undersheriff Schiller; Judge Lambrix; Mr. John Cavanagh, Oceana Herald-Journal correspondent.

Moved by Mr. Morse and supported by Mr. Beggs to approve the minutes of the March 9, 2023 Finance and Administration Committee meeting.

Voice vote. Motion carried.

Chairperson Hardy asked if there were any additions to the agenda. Mr. Beggs requested an addition of discussion regarding Sheriff contracts.

Moved by Mr. Erickson 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**

Mr. Jeff Stockhill, Life EMS, provided a brief update. The last two quarters of 2022 saw 1,217 patients transported, which is down from the previous year. Lack of staffing, which has been great concern, has turned around and most positions have been filled; there are still a few openings. Response times, in the past two quarters, have had a compliance rate at approximately 84%-86%.

Mr. Morse questioned if the compliance rate was for all calls. Mr. Stockhill stated that it was for Priority 1 calls only.

Mr. Erickson inquired about the number of rigs in operation in Oceana and about inter-hospital transfers. Mr. Stockhill affirmed that all three EMS rigs are being used and that Life EMS had previously not been transporting inter-hospital patients between 11 p.m. – 7 a.m.; but have resumed recently. Mr. Erickson then wondered why the hospital conglomerates do not transport their own patients between affiliated hospitals. Mr. Stockhill noted that affiliated hospitals have been contracting private transport in bigger areas. Mr. Erickson then asked about the Life EMS barn on M-20 and how it was coming along. Mr. Stockhill replied that he had asked that the M-20 barn be a priority.

Mr. Morse suggested, that in further reports, it would be useful to know the percentages and times as to when all three EMS rigs are in use in Oceana County. Mr. Morse then questioned how often patients, outside of Oceana County, have been transported by any of Oceana's EMS rigs. Mr. Stockhill responded that it would be extremely rare. Mr. Morse then asked brief questions regarding the threshold for charging patients.

Mr. Beggs inquired as to when quarterly reporting should be expected for updates. Mr. Stockill noted that reports should be available a month after the quarter ends.

Ms. Byard brought forth consideration of a motion regarding, Resolution #23-06, the Opioid Settlement.

Ms. Byard facilitated discussion regarding the Opioid Fund use. Ms. Byard suggested that a committee be formed to opine on the use of the funds. The committee will be comprised of the Sheriff Mast, Administrator Byard, Commissioner Beggs, and Commissioner Walker.

Ms. Byard requested consideration of a motion regarding the Health Department roof top units. Two have already been replaced, however, maintenance is requesting that the other four units be replaced due to being dated and not being able to find repair parts. Mr. Walker noted that it would be cheaper to replace the remaining dated units at the same time due to installation costs being higher if done separately.

Ms. Byard opened discussion concerning office space for court staff. Sheriff Mast and Undersheriff Schiller both provided their opinions. Mr. Walker suggested that no action be taken until further discussion happens between the Sheriff and Judge Lambrix.

Judge Lambrix suggested revisiting the request at the April 11<sup>th</sup> meeting. Mr. Erickson asked for the Judge's opinion on the current jury room. Judge Lambrix noted that the current jury room doesn't have enough room to house 14 people and safely decide a person's fate.

Ms. Byard sought consideration of a motion to change the permit fee reduction for Shelby Acres. Ms. Byard was contacted by Mr. Richard Raffaelli, Shelby Township Supervisor, regarding the reduction in permit fees for Shelby Acres. Mr. Raffaelli proposed reducing the permit fee reduction from 45% to 35%.

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

| 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>  |         |            |              |   |
| 215 - Friend of the Court Fund  |         |            | \$ 2,194.09  | to Image Soft for professional services and iCloud storage                                      |
| 256 - Automation Fund   |         |            | \$ 1,670.16  | to GovOS for software fees.   |
| 260 - Indigent Defense Fund   |         |            | \$ 3,237.50  | to Pine Rest Christian Mental Health for psychological services.                                |
|   |         |            | \$ 5,625.00  | to Indigent Defense Consultants for managed assigned counsel services.                          |
| 264-LCOT Fund   |         |            | \$ 3,025.00  | to West Shore Community College for Employee Training.  |
| 286 - American Rescue Plan Fund   |         |            | \$ 1,240.62  | to Emergency Services for emergency equipment and repairs.                                      |
|   |         |            | \$ 7,281.98  | to Hart Area Fire Department for equipment purchases.   |
|   |         |            | \$ 39,720.74 | to Kofile for digital file conversion.  |
|   |         |            | \$ 6,750.00  | to Karpel Computer Systems Inc, for software licenses.  |
|   |         |            | \$ 21,816.43 | to Lakeshore Carpet One for new carpet at the Health Department                                 |
| 292 - Child Care Fund   |         |            | \$ 3,698.12  | to The Fountain Hill Center for out-of-home placement.  |
| 298 - Technology & Innovation Fund  |         |            | \$ 2,891.39  | to SHI International for purchase of laptop and surface dock for Prosecuting Attorney's Office. |
|   |         |            | \$ 1,833.04  | to Business Information Systems, INC for Contract Renewal.                                      |
|   |         |            | \$ 7,492.00  | to Trace3 for Dell BOM.   |
|   |         |            | \$ 10,800.00 | to V3 for Remote Backup.  |
| 549 - Building Department Fund  |         |            | \$ 3,336.25  | to Randy Miller for permits, residential plan reviews, and commercial plan reviews.             |
|   |         |            | \$ 1,189.10  | to Randy Neuman for permits, residential plan reviews, and commercial plan reviews.             |



|  |              |   |
|--|--------------|---|
|  | \$ 5,200.00  | to Shoreline Inspection Service LLC for permits, residential plan reviews, and commercial plan reviews. |
| <b>General Fund</b>                    |              |   |
| 101 - Board of Commissioners           | \$ 6,036.34  | to H Security & Investigation for courthouse security for March 2023 and February 2023 OT.              |
| 265 - Courthouse and Grounds           | \$ 2,591.52  | to City of Hart Utilities.  |
|  | \$ 1,314.46  | to X-Cel Chemical Specialties for Janitorial supplies   |
| 283 - Circuit Court                    | \$ 3,300.00  | to Heacock Reporting for court contracted services.   |
|  | \$ 4,473.92  | to Hayes Law Office for court appointed attorney fees.  |
|  | \$ 4,473.92  | to Springstead Law Offices for court appointed attorney fees.   |
|  | \$ 1,618.53  | to Business Information Systems for Contract renewal.   |
| 301 - Sheriff                          | \$ 16,998.47 | to Enterprise for fleet vehicle management.   |
|  | \$ 6,776.53  | to Wex Bank for fuel.   |
| 351 - Jail                             | \$ 3,145.34  | to City of Hart Utilities.  |
|  | \$ 14,796.33 | to Advanced Correctional Healthcare for on-site medical services per contract.                          |
|  | \$ 2,889.28  | to Gordon Food Service.   |
|  | \$ 1,365.15  | to EPS for security system.   |
| 595 - Airport                          | \$ 8,531.99  | to AvFuel Corporation for fuel.   |
|  | \$ 1,020.00  | to Hallack Contracting for snow removal.  |
| 728 - Economic & Community Development | \$ 33,880.00 | to Jeffery Donohoe Associates, LLC for professional services.   |
|  | \$ 4,000.00  | to Resource Recycling Systems for MMCE Grant Support.   |
| <b>~ Total</b>                         |              | <b>\$ 246,213.20</b>  |

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

#### **Opioid Settlement**

During a previous meeting, I had discussed another opioid settlement and the decision by the Board to opt in to this new settlement. The document is being provided in the packets and the Board will need to decide whether to move forward with this settlement in which the Board Chair will sign.

The Board of Commissioners were supplied with documents previously pertaining to the current settlement and what those funds can be used for. This will be discussed during the meeting as we need to create a plan.

#### **Broadband**

Broadband continues to move forward. The Robin Grant was due on March 14<sup>th</sup>. We had received notification from Frontier that they will be submitting for that grant along with Charter and Great Lakes Energy for Oceana County.

A local meeting was held to discuss next steps and how to move forward. We did discuss the possibility of obtaining maps showing the coverage throughout the county. However, vendors that currently have coverage here are not willing to share that information. We will work with WMSRDC to create service maps. We will be working through relationships with the ISP's as well as with the MIHI office and sharing information with the local municipalities to keep them in the loop.

### Security Meeting

A Security meeting was held with the Courts. There was discussion with Troy Maloney, Emergency Management, about scheduling a Fire Drill as well as ALICE training for all employees. Amy Contreras updated the group on Alertus. The group was also reminded that department heads need to complete security incident forms when incidents arise as those need to be submitted to the state.

### Materials Management Grant

RSS Recycle has completed the materials management engagement grant report and it has been submitted.

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

A meeting was held on March 15, 2023 with EGLE to discuss the new statute. They reviewed the process and the role that the County Board will have as well as the responsibility of creating a planning commission to take on this task. I will keep you informed as this information becomes available.

### Mental Health

I had the opportunity to meeting with Lisa Williams, Executive Director for Community Mental Health. We discussed the boards and their responsibilities, their work with our County Sheriff's Department and she provided a copy of their bylaws for my review.

### Airport Meeting

A meeting was held with the Michigan Department of Transportation regarding the Oceana County Airport report card. There are some trees that need to be cut down as they obstructing the flight path. The Airport Manager is working through this with the property owners in and with Prein and Newhof relating to a proposal.

### Building and Electrical

A question was recently raised as it relates to property owners of farmland being exempt from permits. To this point Oceana County has not charged for permits pertaining to specifics. I had the opportunity to speak with someone from MSU Extension who is on the committee that makes these decisions and have a better understanding now of what are exempt and what are not. There was also an article in the MTA newsletter providing these specifics as well.

We have also been working through discussions relating to the pay for the inspectors and how that structure will fit any new inspectors coming on and this will be discussed during the meeting.

### LATCF

In FY2022 we had received notice pertaining to additional funds for the county of roughly \$210,500. We received the first tranche of those funds last. Reporting for those funds are due on March 31, 2023. The report was submitted on Tuesday, March 14, 2023 with funds being reported as use of Governmental Operations.

### Court Meeting Regarding Space

A meeting was held with Judge Lambrix pertaining to space for the Jury Room and for the Friend of the Court.

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

Ms. Stacy Becker, Oceana County Financial & Human Resources Coordinator, applied for a grant through the County's worker's compensation provider (CompOne) and received \$5,000 in funding to purchase ergonomic office equipment. Standing desk risers, ergonomic mice, ergonomic keyboards, and ergonomic office chairs were ordered for employees who wanted them.



## **Sheriff Contracts with Townships & Village Discussion**

Mr. Morse voiced his concerns regarding available manpower. Mr. Hardy noted that the contracts would be volunteer overtime hours; not scheduled. Sheriff Mast advised that the Township/Village being covered would reimburse the county for any man hours spent being patrolled.

Mr. Walker inquired as to the rates of pay that would be reimbursed. Undersheriff Schiller provided explanations regarding reimbursement and what it all entails. Mr. Walker requested further information be provided and suggested an administrative fee possibly be added.

Mr. Beggs recognized that a set number of hours patrolled be included in any contracts and that any contract be vetted by the County's legal counsel.

Mr. Erickson acknowledged that Undersheriff Schiller had asked for funding to purchase hand held radios; however, Newfield Township donated the funding (\$120,000) to purchase the radios for the Sheriff's Department.

Mr. Walker responded that he was unclear as to why the Mason-Oceana 911 Board did not offer to purchase the radios for the Sheriff's Department because they spent \$450,000 to purchase radios for the local fire departments. Sheriff Mast agreed with Mr. Walker and assured him that it is brought up at every Mason-Oceana 911 meeting to no avail.

## **Public Comment**

Undersheriff Schiller brought attention to the fact that the server room, in the Sheriff's Department, has some issues. The uninterrupted power supply (UPS) backup system is not functioning properly. The UPS system, which works hand in hand with the backup generator from 1967, will affect both county buildings and if it is not operational there will be no internet or phones. The server room is a key critical component of the whole county network and was installed in 1995. After speaking with an electrical engineer, and requesting a quote, it would cost approximately \$8,600 to update/replace.

Chairperson Hardy asked if there was any further business to come before the Board. There being none, the meeting adjourned at 1:04 p.m.

Respectfully submitted,

Amy L. Anderson  
Oceana County Clerk

**OCEANA COUNTY  
ECONOMIC ALLIANCE**

**MISSION**

*To create a diverse economic environment by strengthening talent, leveraging resources, and supporting the retention, expansion, attraction, and creation of Oceana County businesses.*

**BOARD OF DIRECTORS**

*Brady Selner, President  
Village of Shelby*

*Eric Gustad, Vice President  
Consumers Energy*

*Scott Rumsey, Treasurer  
Ed's Market*

*Scott Beal, Secretary  
Hart/Silver Lake Chamber*

*Larry Byl  
Wickstra Realty*

*Joe Conkle  
Walkerville Public Schools*

*Tammy Carey, Past President  
Community Foundation*

*Mishelle Comstock  
Shelby State Bank*

*Jami Cutter  
Great Lakes Energy*

*Alex Hardy  
Arctic Foods*

*Phil Morse  
Oceana County*

*Rob Splane  
City of Hart*

*Eric Icard  
Right Place, Inc.*

**CONTACT**

*Curtis R. Burdette  
Executive Director  
616-307-1985  
burdettec@rightplace.org*

April 3, 2023

Mr. Robert Walker, Chair  
Oceana County Commissioners  
100 S. State St.  
Hart, MI 49420

RE: Request for additional investment in Oceana County Economic Alliance

Dear Chairman Walker and Commissioners Beggs, Erickson, Hardy, and Morse,

Thank you in advance for your time and consideration. In addition to the \$45,000 annual commitment that the Commission has made for 2023, 2024, and 2025, we are requesting the following additional investment:

\$30,000.00 for 2023

\$20,000.00 for 2024

\$10,000.00 for 2025

**OCEA Self-Funding Plan:** While Oceana County Economic Alliance (OCEA) is working to become self-funded, we would benefit from Oceana County continuing to be one of our most important strategic partners and financial investors. Our plan to become self-funded includes continued financial support from Oceana County. OCEA will continue to work closely with the County Administrator and Commissioners to make Oceana County a better place to live, work, learn, play, and stay. This annual investment is an agreement to continue to provide economic development services and support for grant research, grant administration, and grant writing for Oceana County.

**OCEA Return on Investment:** In the past 2 years, OCEA was directly involved in attracting Perdue Farms to consider and select the vacant Oceana Foods facility as the site for their high-end dog treat operation, helping the Village of Shelby to be selected for a Michigan RAP grant for Getty Park, and helping secure \$5,200,000 in state funding for the water extension to Shelby Township.

--Perdue Farms plans to invest \$23,000,000 in capital in this project and hire 100 employees. Their investment will also create additional local demand for suppliers, growers, transportation as well as retail and restaurant jobs due to more local spending. The Perdue Farms creates direct revenue impact through increased property tax and sales tax revenues for Oceana County.

--OCEA was also involved in the \$552,000 Michigan Revitalization and Placemaking grant to the Village of Shelby for the expansion of Getty Park, which leverages state funds to develop a community asset in Oceana County.

--OCEA manages a \$100,000 MDARD grant for engineering and surveying, which is small portion of the \$5.2 million grant to bring water from the Village of Shelby municipal system to Shelby Township to service Shelby Acres as required by EGLE.

**OCEA 2023 Budget:** Our 2023 budget is \$111,232.00, which is primarily for a full-time Executive Director salary and benefits package, as well as telephone, travel, promotion,

memberships, and supplies. Currently, OCEA does not have any assets or reserves. OCEA is working to develop financial stability by requesting investment from private organizations and municipalities to support the mission of OCEA and activities that keep the community and economy strong.

**History of OCEA:** OCEA has been a part of projects and grants in Oceana County since 1980 when it was part of the Oceana County Commissioners Office. In 2018, Oceana County Economic Alliance was formed as a Michigan Non-Profit Corporation and received IRS recognition of 501(c)(3) tax-exempt status in May 2020. OCEA exists as a public charity to provide benefit to the community by supporting economic development, workforce development, and community development.

**The Right Place and OCEA:** OCEA contracts services with The Right Place economic development organization that serves Grand Rapids as well as 7 partner counties in West Michigan. In this arrangement, OCEA maintains control and funding responsibility, and gains access to the knowledge, resources, and connections of the second largest economic development organization in Michigan. In addition to the budgeted amount, The Right Place will donate in-kind services valued at more than \$31,000 in donated services in 2023 including facilitating a strategic planning session for the OCEA Board of Directors.

**OCEA Investors:** OCEA is working on the plan to invite municipalities and private organizations to invest in economic development. Our Executive Director is working to develop supporting documents to promote investment from the community with typical investments expected between \$500 and \$5,000 from organizations.

**OCEA Events:** In 2023, OCEA has hosted 3 HR Network events as well as an Economic Development 101 webinar and participated in multiple public sessions with Oceana County Brownfield Redevelopment Authority and workforce development training task force.

**OCEA Community Involvement:** OCEA Executive Director Curtis Burdette serves as Vice Chair of Oceana County Brownfield Redevelopment Authority, Chair of Oceana County Broadband Committee, and strategic partner for United Way of the Lakeshore (Oceana), Employment Resource Network (Oceana), and HR Network (Oceana).

**OCEA and Grants:** OCEA is involved in researching grant opportunities, managing grant reporting for 3 active Oceana County grants: Michigan EGLE Materials Management grants (trash/recycling), U.S. EDA Workforce Development and helps with U.S. EPA Brownfield Redevelopment grant. OCEA also manages a \$100,000 MDARD grant it was awarded to support the water extension from Village of Shelby to Shelby Township.

Thank you for your consideration of this request for additional investment. If I can be of further assistance, please feel free to contact me at 616-307-1985 or [burdettec@rightplace.org](mailto:burdettec@rightplace.org).

*Curtis R. Burdette*

Curtis R. Burdette, Executive Director  
Oceana County Economic Alliance

### Phil's proposed Oceana County Board Communication Plan

Collect email addresses utilizing pocket-sized business card – Below is a rough draft, as you have already seen, of what the post cards could look like that we mail and hand out to our constituents. I see us replacing a wallet sized business card with a 2" by 3" pocket-sized card. It serves the purpose of a business card and a way for the constituent to sign up for the newsletter.

My name is Phil Morse. I have the privilege of representing residents of Shelby and Ferry Township on the Oceana County board.

Transparency and good communication are of highest importance to our board so I invite you to scan this QR code and sign up to receive communications from us.



You are welcome to contact me about items that may arise.

Cell phone  
231-450-0355

Email address  
pmorse@oceana.mi.us



Phil asked that we hold off on this for now.

New website – In process

The new website is active. However, they are still working through the bugs and fixing items that were missed.

Subscription sign-up on county website – Below is an example of the subscription sign up options. **Waiting for the completion of the new website.**

Name  
Township  
Email address  
Mailing address (optional)  
County Board Newsletter (quarterly)  
Surveys (occasionally – three to four a year)  
Board meeting minutes (twice a month)  
Agendas (twice a month)  
Updates from Parks and Recreation (around twice a year)  
Updates from the Sheriff's Department (around twice a year)



This information is being collected. People are signing up for notifications. It is just in the collection stage right now but the list will be there when we have information to pass along.

One email list from county officials – I understand that the clerk's office has an email address list and the admin's office has a separate email address list. I see this as being problematic. We need to have a centralized email list for county board business. **The email lists are somewhat different. Nothing was decided on this.**

County-wide board quarterly e-newsletter

- Highlight department heads and departments
- Highlight the board itself, the decisions, and the things with which we grapple.
- Aesthetically pleasing
- Ten or so snapshot stories that are a paragraph or shorter so as to not overwhelm the constituent but for those who like to read the expanded story, that the constituent can click on to get the expanded story.
- We could actually have the newsletter come from whoever the constituent's county commissioner is. That is, the newsletter is introduced by whoever their county commissioner is.

**We can do a newsletter but not with the current staffing level. We recently did interviews and have an Administrative Assistant starting on Monday, February 27, 2023. Once she is trained on the Accounts Payable/Payroll and other duties, we will work on creating a newsletter.**

The employee who will be putting the newsletters together has been on staff for three weeks. She is still in the training stages.

County-wide board annual snail mail letter – Use the top stories from the e-newsletters to make an eight-page mailed newsletter. **Wait for staffing. New employee is still training.**

Talking points - Richard Raffaelli said he would like to add a monthly agenda item to his township business agenda regarding county activities. I believe that would be good to send to all townships and municipalities. They do get the minutes but I wonder if they are more likely to be read and shared if we provide a summary as talking points. I believe we could decide on these two to four "talking points" at the end of every board meeting and then send them out to the entities once a month. **The Board needs to decide if they will provide this. You could make a list of items at the end of each Board meeting and I could get that to him.**

Does the Board want me to prepare this and send to Richard after each meeting?

El Toro – This is a platform that sends out texts for very cheap. Perhaps we could send the link to sign up to receive county communications and surveys via this platform? Tracy is looking into this. [El Toro IP Targeting | Digital Advertising Platform](#) **A zoom meeting was held with them and they do not send out text messages but rather they gather IP Addresses via physical**

addresses. They are able to get roughly 60% to 70% of the IP Addresses for all our citizens. They then send out an ad via those IP addresses at a cost of 2 cents per impression or 2 cents x IP Address x push. They suggest doing a push 1 to 3 times per day. So, if they were able to gather 16,000 IP addresses from our population and we did a push twice per day, the cost would be \$640 per day.

Mailings sent with tax bills – Take up Ed’s offer to send the “pocket business card”, the annual mailed newsletter, survey’s, etc., with the tax bills. We could easily use this format to get the newsletters out once our staff is able to do this.

Once we are able to start doing newsletters, the Administrator can reach out to Equalization to see about having them sent with the tax bills.

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# COUNTY ADMINISTRATOR'S REPORT

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APRIL 11, 2023

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## **Opioid Settlement**

Documents approved by the Board of Commissioners at the previous meeting were signed by the Board Chair and have been submitted for participation in the new opioid grant. Information will be provided as it is received.

## **Opioid Committee**

The Opioid Committee met on Tuesday, April 4<sup>th</sup> along with Amy Dolinky with the Michigan Association of Counties. Amy has been hired by MAC to work specifically with Counties to provide information as it relates to the opioid funds and what they can be used for.

## **Michigan Association of Counties Health and Human Services**

Amy Dolinky spoke about the new Opioid Grant and stated that they needed 50% of the counties to sign on by mid-April. She suggested that that counties put planning groups in place to decide how the funds will be spent as there will be annual reporting required. They will however provide technical assistance. She also stated that 15% of those funds will be free to use but 70% must be used for opioid remediation.

Samantha Gibson provided a legislative update to the committee.

-MAC is still working on a Revenue Sharing Trust Fund negotiation in which Counties and other municipalities would receive 50% each. They are requesting that the amounts be brought back to inflationary levels. MML and the MTA have also provided versions of what they would like to see with Revenue Sharing.

-She discussed Medicaid if for inmates. If an inmate is incarcerated, they lose their Medicaid. They are wanting to have conversations with legislatures to see about changing this.

-They are still working on the Open Meetings Act to work toward changes to pre covid statute, which would allow those to participate via zoom as long as there is a quorum present.

-They would like to see the Child Care Fund go from 50% reimbursement to 75% and are working toward that.



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# COUNTY ADMINISTRATOR'S REPORT

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APRIL 11, 2023

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-There was a question raised regarding Right to Work and Prevailing Wage and they don't believe this will affect locals.

## **Economic Development 101**

A presentation pertaining to Economic Development was held and several were invited by Curtis Burdette. The meeting provided information pertaining to the importance of economic development in our areas and the people to reach out to. The meeting was recorded and if anyone is interested you can reach out to Curtis Burdette with the Economic Alliance and he can provide that link.

## **Michigan Township Association Meeting**

Curtis Burdette gave a presentation at the MTA meeting this month providing information on many of the grant projects we have going on within the county along with visits to many of the businesses throughout the county. A discussion was held about the Materials Management and how Oceana County is ahead of the legislation that came out about having a plan in place as we received a grant to get us started. Some asked about contacts to see about recycling and about how the materials management will affect some of the townships. I have provided some contact information but am doing some additional research for the townships as it relates to the materials management piece.



## 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 Tuesday, April 11, 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<br>Call to Order<br>Roll Call<br>Approval of minutes from March 23, 2023<br>Conflict of Interest Disclosure Regarding Agenda Items<br>Changes to the Agenda<br>Approval of the Agenda<br>Public Comment ( <i>state your name, current address, and agenda item or topic</i> )         | Pages 51 - 55 |
| Commissioner Beggs    | <b>Amendment to Motion #2023-47</b><br><br>Motion #2023-47A to amend motion 2023-47 made at the meeting on March 23, 2023 to revise the first pay for new inspectors from "half to be paid when the permit is purchased" to "half once the first inspection is complete".<br><br>Roll Call                 | #2023-47A     |
| Commissioner Hardy    | <b>Police Service Contracts</b><br><br>Motion #2023-48 to approve the Police Service Contracts with Grant Township, the Village of Hesperia and the Village of Walkerville and allow the Board Chair to sign.<br><br>Roll Call   | #2023-48      |
| Commissioner Morse    | <b>Sheriff's Department Generator and UPS Repair</b><br><br>Motion #2023-49 to approve the repair to the generator and UPS at the Sheriff's Department in the amount \$8,637.89, with funds to come from contingency and allow the Administrator to make the necessary adjustments.<br><br>Roll Call       | #2023-49      |
| Commissioner Erickson | <b>Budget Amendment for the Purpose of Extradition</b><br><br>Motion #2023-50 to approve a budget adjustment for the purpose of extradition in the amount of approximately \$3,500 with funds to be moved from contingency into the Prosecutors budget once invoices have been submitted.<br><br>Roll Call | #2023-50      |

| Presenter  | Description   | Item #   |
|--|---|----------|
| Commissioner Beggs                                     | <b>Equalization Report and L4024 and L4037</b><br><br>Motion #2023-51 to approve the 2023 Oceana County equalized valuation as presented by the Equalization Director, the L4024 and L4037 forms as reflected in the equalization report and authorize the County Clerk and the Chairman to sign.<br><div>Roll Call</div> | #2023-51 |
| Commissioner Erickson                                  | <b>Reappointment to Jury Board</b><br><br>Motion #2023-52 to reappoint Mr. John Wynn to the Jury Board as requested by the County Clerk for a six-year term from May 1, 2023 to April 30, 2029.<br><div>Roll Call</div>   | #2023-52 |
| Commissioner Morse                                     | <b>Economic Alliance Proposal</b><br><br>Motion #2023-53 to approve the request from the Economic Alliance for an additional appropriation of \$30,000 for FY2023, \$20,000 for FY2024 and \$10,000 for FY2025 with funds to come from the ARPA Funds.<br><div>Roll Call</div>  | #2023-53 |
| Commissioner Hardy                                     | Payment of Claims   | #2023-54 |
| <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**  
**March 23, 2023**  
**Board of Commissioners Minutes**

The regular meeting of the Oceana County Board of Commissioners was called to order by Chairperson Walker, on Thursday, March 23, 2023, at 1:05 p.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; Ms. Anderson, Oceana County Clerk; and Mr. Garry McKeen, Oceana County Parks & Recreation Commission Chair.

Moved by Mr. Erickson and seconded by Mr. Hardy to approve the minutes from the March 09, 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. Mr. Morse requested the addition of pay structure for new plumbing and mechanical inspector.

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

Voice vote. Motion carried.

**Public Comment**

There were no public comments at this time.

**Agenda Items**

**MOTION #2023-24 – VETERAN’S AFFAIRS COMMITTEE BY-LAWS**

Moved by Mr. Beggs and supported by Morse, to adopting Motion #2023-24, approving the addendum to the by-laws for the Veterans Affairs Committee as presented.

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

Motion carried.

**MOTION #2023-34 – VETERAN’S AFFAIRS COMMITTEE APPOINTMENT**

Motion #2023-34, moved by Mr. Morse and supported by Mr. Beggs, to appoint Mr. Kim Tate, as recommended by the Veteran’s Affairs Committee, to replace Mr. Terry Dykema, to fill an unexpired term to end on December 31, 2024.

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

Motion carried.

## **MOTION #2023-43 – OPIOID SETTLEMENT RESOLUTION**

Motion #2023-43, moved by Mr. Erickson and supported by Mr. Morse, adopting Resolution #23-06, authorizing in participation in partial settlement of the national prescription opiate litigation and entry of state local government intrastate agreement concerning allocation of settlement proceeds and allow Chair to sign the agreements as described below:

WHEREAS, Oceana County filed a lawsuit to address the public nuisance that is the Opioid Epidemic, which named, among other companies, the following four Defendants (“Settling Defendants”):

1. Teva Pharmaceuticals Industries Ltd. (a prescription opioids manufacturer);
2. Allergan Finance, LLC (a prescription opioids manufacturer);
3. CVS Health Corp. and CVS Pharmacy, Inc. (a prescription opioids distributor); and
4. Walmart, Inc. (a prescription opioids distributor);

AND WHEREAS the Settling Defendants have negotiated proposed national settlement agreements (“Proposed Settlements”) with the State Attorneys General, and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to Oceana County’s lawsuit;

AND WHEREAS the Proposed Settlements contain significant equitable and monetary relief, including:

1. An agreement to pay (a) up to \$3.34 billion over the next 13 years by Teva; (b) up to \$2.02 billion over 7 years by Allergan; (c) \$4.9 billion over the next ten years by CVS; and (d) \$2.74 billion within six years by Walmart. The bulk of each of these payments will be dedicated to funding abatement and prevention strategies associated with the opioid public nuisance;
2. An agreement by Teva and Allergan to abide by strict limitations on their marketing, promotion, sale, and distribution of opioids, including a ban on (a) promotion and lobbying; (b) rewarding or disciplining employees based on volume of opioid sales; and (c) funding or grants to third parties; and
3. An agreement by CVS and Walmart to implement changes in how they handle opioids, including requirements addressing: their compliance structures; pharmacist judgment; diversion prevention; suspicious order monitoring; and reporting on red-flag processes, as well as blocked and potentially problematic prescribers.

AND WHEREAS Oceana County previously executed Participation Agreements for the Distributor and Janssen Settlements, which have conferred and continue to confer valuable benefits;

AND WHEREAS the Proposed Settlements each contain a “default” allocation method where settlement funds that are allocated to a particular state to resolve the claims asserted by state and local governments within that state are allocated as follows:

- 15% of settlement proceeds paid under the Proposed Settlements are allocable to the State;
- 15% of the settlement proceeds are allocable to local governments; and
- 70% of the settlement proceeds are allocable to an opioid abatement fund;

AND WHEREAS the Proposed Settlements enable the state and local governments within a State to negotiate alternative allocation methods to the “default” allocation method referenced above;

AND WHEREAS Oceana County desires to enter into an alternative allocation method which allocates settlement funds on a 50/50 basis to:

1. Participating Local Governments who have elected to participate in the Proposed Settlements; and
2. the State of Michigan.

AND WHEREAS Oceana County previously executed the Michigan State-Subdivision Agreement for Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement, which allocated funds attributed to the State of Michigan in a streamlined and equitable manner;

NOW THEREFORE, Oceana County authorizes the execution of Participation Agreements for: (1) the Master Settlement Agreement with Teva Pharmaceuticals Industries Ltd.; (2) the Master Settlement Agreement with Allergan Finance, LLC; (3) the Master Settlement Agreement with CVS Health Corp. and CVS Pharmacy, Inc.; and (4) the Master Settlement Agreement with Walmart, Inc., each of which are listed and available to the public at <https://nationalopioidsettlement.com/>. Specimen copies of the material terms of the participation agreements are attached as Exhibit A to this resolution.

Oceana County also authorizes the execution of a new Michigan State-Subdivision Agreement for Allocation of Allergan, Teva, CVS, and Walmart Settlement Agreements substantially similar to the proposed agreement attached as Exhibit B to this resolution. Oceana County also authorizes execution of a similar state-subdivision agreement to the extent that it provides a substantially similar allocation of settlement or bankruptcy proceeds obtained from opioids litigation with any other entity.

For the avoidance of doubt, Oceana County also authorizes its continued participation in the Distributor Settlement Agreement, the Janssen Settlement Agreement, and the Michigan State-Subdivision Agreement for the Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement, all previously executed.

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

Motion carried.

#### **MOTION #2023-44 – HEALTH DEPARTMENT ROOF TOP UNITS**

Moved by Mr. Morse and supported by Mr. Hardy, to adopt Motion #2023-44, approving the purchase of four roof top units for the Health Department Building in the amount of \$30,227.34 through Martech to replace existing dated units with funds to come from ARPA Funds.

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

Motion carried.

#### **MOTION #2023-14A – SHELBY ACRES REDUCTION IN PERMIT FEE REQUEST**

Moved by Mr. Hardy and supported by Mr. Erickson, to adopt Motion #2023-14A, amending the previous Motion #2023-14 to read 35% rather than 45% as requested by Shelby Acres.

Roll call vote: Mr. Hardy – yes; Mr. Erickson – yes; Mr. Morse – yes; Mr. Beggs – no; and Mr. Walker – no.

Motion carried.

Mr. Walker explained his viewpoint on why he could not support this resolution.

#### **MOTION #2023-45 – PLUMBING AND MECHANICAL INSPECTOR CONTRACT**

Motion #2023-45, moved by Mr. Beggs and supported by Mr. Erickson, allowing the County Administrator to negotiate a contract with Sonnie Smith to provide Plumbing and Mechanical services and allow the Chair to sign pending review by the Board.

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

Motion carried.

## **MOTION #2023-46 – PAYMENT OF CLAIMS**

Moved by Mr. Hardy and supported by Mr. Morse, to adopt Motion #2023-46, approving the payment of accounts payable and release of funds for March 23, 2023.

|                               |                     |
|-------------------------------|---------------------|
| <b>AMBULANCE</b>              | <b>\$2,558.13</b>   |
| <b>GIS</b>                    | <b>-0-</b>          |
| <b>FOC</b>                    | <b>2,399.92</b>     |
| <b>PENTWATER-HART TRAIL</b>   | <b>-0-</b>          |
| <b>SHELBY TWP COMM PARK</b>   | <b>-0-</b>          |
| <b>BROWNFIELD</b>             | <b>-0-</b>          |
| <b>AUTOMATION R.O.D.</b>      | <b>1,670.16</b>     |
| <b>INDIGENT DEFENSE</b>       | <b>11,969.11</b>    |
| <b>LCOT</b>                   | <b>3,615.00</b>     |
| <b>K9 UNIT</b>                | <b>-0-</b>          |
| <b>CDBG</b>                   | <b>-0-</b>          |
| <b>ARPA</b>                   | <b>110,280.51</b>   |
| <b>VETERANS AFFAIRS</b>       | <b>3,410.66</b>     |
| <b>TECH &amp; INNOVATION</b>  | <b>23,974.81</b>    |
| <b>CAPITAL PROG/EQUIP REP</b> | <b>554.69</b>       |
| <b>PUBLIC IMPROVEMENT</b>     | <b>-0-</b>          |
| <b>FORECLOSURE</b>            | <b>2,370.00</b>     |
| <b>BUILDING DEPARTMENT</b>    | <b>7,299.35</b>     |
| <b>GENERAL FUND</b>           | <b>341,586.05</b>   |
| <b>GRAND TOTAL</b>            | <b>\$511,688.39</b> |

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

Motion carried.

## **MOTION #2023-47 – INSPECTOR FEE PAY STRUCTURE**

Moved by Mr. Beggs and supported by Mr. Erickson, to adopt Motion #2023-47, establishing the pay for new inspectors at 55% of permit fees, half to be paid when the permit is purchased and the remaining half once the project is complete or 60 days after the permit expires, with 100% being paid for plan reviews.

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

Motion carried.

## **Commissioner's Reports**

Mr. Beggs commended Mr. Troy Maloney, Oceana County Emergency Management Director, for bringing together multiple entities to continue collaboration for emergency response as needed.

Mr. Morse reminded the Commissioners that they should have the performance review sheet for Ms. Byard; he would appreciate if everyone could complete and return to Ms. Stacey Becker within the next month. April 3<sup>rd</sup>, there will be a public hearing in Shelby regarding the water main extension project for two locations. He also corrected the information he provided at last meeting in regards to how much money the county has spent in repairs for the Crystal Valley Dam.

Mr. Erickson met with MDHHS and the Medical Care Facility (MCF) Board. The MDHHS building has only 4-5 employees working in the building and statewide are looking at work from home types of service for all employees, leaving many buildings unused. Mr. Erickson reiterated that the food benefit amount is being cut back and will impact many families in Oceana County. The MCF census is steady



at 68-70 patients and there were 19 patients who caught Covid recently. Mr. Beggs inquired if the MCF had negotiated contracts with nurses. Mr. Erickson said that everything seems to be on track.

Mr. Walker attended the Land Bank Authority (LBA) Board meeting and mentioned the helpful resources that LBA has to help the community rehabilitate certain buildings. Mr. Walker noted that the County ethics policy is available for board members if they would like to peruse it. He also discussed the wage structure for employees and contract employees that Ms. Byard put together. Mr. Walker also requested that all attend the meeting at Shelby Township regarding the water main extension.

### **Public Comment**

Mr. Garry McKeen, Oceana County Parks & Recreation Commission Chair, commented on the sea lamprey eel infestation in Great Lakes. Mr. McKeen will be meeting with several entities regarding potential funding to help with dam repairs.

Chairperson Walker asked if there was any further business to come before the Board. There being none, the meeting adjourned at 1:39 p.m.

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Amy L. Anderson, Oceana County Clerk

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Date

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Mr. Walker, Chairperson