

# Oceana County Board of Commissioners

Thursday, August 22, 2024

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 **Thursday, August 22, 2024** beginning at 10:00 a.m. and 11:30 a.m. respectively. The meetings will be held in the Oceana County Board of Commissioners Room located at 100 State Street, Hart, MI 49420.

- Properties, Environment and Economic Development Committee
- 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:

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



# Oceana County Board of Commissioners

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

# AGENDA

## Properties, Environment and Economic Development Committee

There will be a committee meeting on **Thursday, August 22, 2024, beginning at 10:00 a.m.**, or immediately following any preceding committee meetings, in the Oceana County Board of Commissioners Room, 100 State Street, Hart, MI 49420.

**Committee Chair: Paul Erickson**

**Committee Vice-Chair: Phil Morse**

Presenter	Description	Item #
Mr. Erickson	Call to Order Roll Call Approval of Minutes from <b>July 25, 2024</b> <span style="float: right;"><b>Pages 4 &amp; 5</b></span> Changes to the Agenda Approval of the Agenda Public Comment ( <i>state your name, current address, and agenda item or topic</i> )	
Administrator Byard	Consideration to approve at contract with Kevin Greiner for Electrical Inspections for the Building Department <span style="float: right;"><b>Pages 6 - 12</b></span>	2024-78
Administrator Byard	Consideration to approve at contract with Lance Gates for Mechanical Inspections for the Building Department <span style="float: right;"><b>Pages 13 - 19</b></span>	2024-79
Mr. Brian Schlaack, Maintenance Supervisor	HVAC Unit for the Jail <span style="float: right;"><b>Pages 20 - 22</b></span>	2024-90
Mr. Brian Schlaack, Maintenance Supervisor	Exterior film for windows on the South side of the courthouse <span style="float: right;"><b>Page 23</b></span>	2024-91
Administrator Byard	Consideration to approve a bid for seal coating for the airport parking lot <span style="float: right;"><b>Page 24</b></span>	2024-92
<b>DEPARTMENT HEAD REPORT</b>		
	Public Comment ( <i>state name, current address, and agenda item or topic</i> )	
	Adjournment	

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

The Properties, Environment, and Economic Development Committee Meeting was called to order by Chairperson Erickson, on Thursday, July 25, 2024 at 10:03 a.m. in the Board Conference Room.

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

Also Present: Ms. Marilyn Morse, Patriots for Truth and Action; Mr. Garry McKeen, Oceana County Parks and Recreation; Mr. Rich Pugsley, Friends of the Pentwater River Watershed Group; Dr. Claudia Russell-Hodan; Mr. Craig Mast, Oceana County Sheriff; Ms. Kendra Gilchrist, Oceana's Herald-Journal intern; Ms. Byard, Oceana County Administrator, and Ms. Anderson, Oceana County Clerk.

Moved by Mr. Morse and seconded by Mr. Hardy to approve the minutes of the June 27, 2024 Properties, Environment, and Economic Development Committee as presented.

Voice vote. Motion carried.

Chairperson Erickson asked if there were any changes to the agenda. No additions were mentioned.

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

Voice vote. Motion carried.

**Public Comment**

Ms. Marilyn Morse, Patriots for Truth and Action, provided three brochures that she helped to produce. They are: "A Citizen's Guide to Oceana County's Public Schools, Local and County Government", "Civics & The Church 2024" and "Patriots for Truth & Action". She also reported on the efforts of the Oceana County Republicans and the Patriots for Truth and Action to engage the community in local politics.

**Agenda Items**

Mr. Garry McKeen introduced Mr. Rich Pugsley who reviewed the completed survey on the North Branch of the Pentwater River.

Dr. Claudia Ressel-Hodan gave an update on the progress of the Pentwater-Hart Trail.

Administrator Byard brought consideration to approve a contract with Kevin Greiner for Electrical Inspections for the Building department.

Commissioner Beggs asked for clarity on the wording regarding "Coverage in the event that the Contractor is "unavailable".

Administrator Byard brought consideration to approve the contract with Lance Gates for Mechanical Inspections for the Building Department.

Mr. Hardy suggested to send to the County Attorney for clarification and address at the August 8, 2024 meeting.

Administrator Byard brought forth consideration to approve a bid for seal coating for the storm drain. She explained that as a result of the heavy rain recently, there was once again water in the basement of the courthouse. It was the suggestion of the Maintenance Supervisor, Mr. Brian Schlaack, to have the storm drain seal coated by West Michigan Drain Solutions.

**Public Comment**

Sheriff Mast reported that currently there are 42 inmates in the Jail. He stated that two Road Patrol officers are riding along with other deputies in field training, however, should be on their own prior to

the Labor Day holiday weekend. He also mentioned that Donnie Hanson will be transitioning from Road Patrol to the Detective Bureau.

Mr. Garry McKeen, reported that the Soil Conservation District has hired Dr. Laura Ackerman to fill the position that was held by Ms. Suzie Knoll. There will be an open house for Ms. Knoll on Thursday, August 8, 2024 from 4:00 p.m. – 7:00 p.m. at the Soil Conservation District office.

Chairperson Erickson asked if there was any further business to come before the Board. There being none, the meeting adjourned at 11:23 a.m.

Respectfully submitted,

Amy L. Anderson  
Oceana County Clerk

**INDEPENDENT CONTRACTOR  
ELECTRICAL INSPECTOR SERVICES AGREEMENT**

**THIS AGREEMENT**, is made as of this 1<sup>st</sup> day of September, 2024, by and between the **COUNTY OF OCEANA**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as “County”) acting on behalf of the Oceana County Building Department (hereinafter referred to as the “Department”), and **KEVIN GREINER**, with offices the Oceana County Building Department (hereinafter referred to as the “Contractor”).

**WITNESSETH:**

**WHEREAS**, the Contractor represents and holds himself out as an independent contractor, with the experience and qualifications necessary to perform electrical compliance inspections and enforcement as required by the Oceana County Building Department; and;

**WHEREAS**, Contractor declares that he is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the business and the tasks to be performed under this Agreement, and possesses all licenses and/or certifications as may be required by the State of Michigan to perform the services required by this Agreement; and

**WHEREAS**, Contractor declares that he provides the same or similar services for other clients and such services do not conflict with the Contractor’s performance under this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing representations and the following terms and conditions, the parties hereby agree:

**1. AGREEMENT PERIOD AND TERMINATION.** This Agreement shall commence on the 1<sup>st</sup> day of September 2024, and shall continue unless terminated by notice, at which time this Agreement shall terminate. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by either the County or the Contractor with or without cause, upon 60 days’ prior written notice to the other party.

**2. SERVICES TO BE PERFORMED.** During the term of this Agreement, the Contractor agrees to provide all labor and materials necessary to perform the following services:

- A. Administer and enforce the State of Michigan’s Electrical Codes in the County;

- B. Perform any and all electrical inspections requested by the Building Department;
- C. Fully explain and document Code violations to those found to be in violation;
- D. Provide daily updates, in writing, to inform the Building Department of all completed final inspections;
- E. Perform any and all electrical plan reviews requested by the Building Department;
- F. Be available to the public, on site, at the Building Department Office for up to four (4) hours per week, but in no event less than two (2) hours per week, and to notify the public of the schedule;
- G. Attend all administrative and Court hearings and other public meetings necessary for Electrical Codes and statutory enforcement; and
- H. Pay for all conferences and training,

The Contractor shall also arrange for the coverage of electrical inspections by a licensed Electrical inspector in the event that the Contractor is unavailable, and a request for inspection(s) has been made; or there is a conflict of interest and he is not able to conduct the inspection(s). Inspection(s) must be completed within 72 business hours of the request. Compensation for temporary inspection services performed by substitute inspectors shall be paid entirely by the Contractor.

**3. TERMS OF PAYMENT.** The compensation that the Contractor shall be paid by the County for the services performed under this Agreement shall be as follows:

- A. 55% of the permit fees paid to the County for each Electrical permit, per individual inspection performed by the Contractor, payable to the Contractor as follows: one-half ( $\frac{1}{2}$ ) upon first inspection, and the remaining one-half ( $\frac{1}{2}$ ) once the permit is complete or 60 days from the date the permit expires or divided by number of inspections if more than two;
- B. 100% of the gross commercial plan review fees paid to the County, per plan review performed by the Contractor, payable to the Contractor upon final acceptance and approval of such report by the Building Department.

This compensation shall be paid semi-monthly upon the Contractor's remittance of an invoice that has been approved by the Building Department.

**4. COUNTY OBLIGATIONS.** The County shall furnish the Contractor with office space in the Building Department, use of clerical personnel, and supplies as



needed, subject to budgetary limitations. The County shall furnish the Contractor with an annual statement showing the amount of compensation paid.

**5. RECORD RETENTION.** All permits, reports, documentation, notes and related materials used and/or prepared for the purpose of performance of services under this Agreement shall be the County's property and stored in such County office or property as the Building Department may direct.

**6. COMPLIANCE WITH THE LAW.** In performing the services required by this Agreement, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations. The Contractor shall also maintain all licenses and certifications as may be required by law for the performance of services under this Agreement.

**7. NON-DISCRIMINATION.** The Contractor, as required by law, shall not discriminate against an individual with respect to providing services, or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or with respect to a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, or marital status. Breach of this covenant may be regarded as a material breach of the Agreement and a cause for termination thereof.

**8. APPLICABLE LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Michigan. The County and the Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**9. INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that the Contractor is an independent contractor. The Contractor shall in no way be deemed to be and shall not hold himself out as an employee of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health insurance, life insurance, paid vacation or sick leave or longevity. The Contractor shall be responsible for paying all applicable taxes arising from the compensation he receives under this Agreement, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments.

**10. INDEMNIFICATION.** The Contractor shall, at his own expense, protect, defend, indemnify and hold harmless the County, its elected and appointed officers, employees, servants and agents from all claims, damages, costs, lawsuits and expenses including, but not limited to, costs from administrative proceedings, court



costs, and attorney fees that they may incur as a result of any acts, omissions or negligence of the Contractor, its officers, employees, or agents which may arise out of this Agreement.

If the Contractor is found by a Federal or State Court or administrative agency to be an employee of the County, the Contractor shall indemnify the County in full for any taxes, interest or penalties that the County is required to pay on compensation received by the Contractor under this Agreement prior to the commencement of withholding for taxes thereon.

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

**11. INSURANCE.** The Contractor shall procure and maintain during the term of this Agreement the following insurance coverage requirements. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County and have an A.M. Best Company's Insurance Reports Rating of A or A- (Excellent).

A. Worker's Compensation Insurance and Employer's Liability Coverage, as required by law. In the event that the Contractor uses subcontractors and sub-subcontractors for the performance of services required under this Agreement, the Contractor shall ensure that said subcontractors and sub-subcontractors carry Worker's Compensation Insurance and Employer's Liability Coverage, as required by law.

B. The Contractor shall be responsible for insuring all his tools and equipment which it may use in performing the services required under this Agreement. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.

C. Commercial General Liability Insurance on an "Occurrence basis" with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and/or aggregate combined single limit, for Personal Injury or Bodily Injury and ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and/or aggregate for Property Damage. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; if not in policy proper.

D. Vehicle Liability Insurance Coverage, and Michigan No-Fault Coverages, including all owned, non-owned and hired vehicles. The limits of liability for the coverage required by this subsection shall not be less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

E. Commercial General Liability Insurance and Vehicle Insurance as described above shall include the following as "Additional Insureds": County of Oceana, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

It is expressly understood and agreed that the Contractor's Commercial General Liability Insurance and Vehicle Liability Insurance shall be made primary to the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.

F. Worker's Compensation Insurance, Commercial General Liability Insurance, and Vehicle Liability Insurance as described above shall include an endorsement stating the following: It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: County Administrator's Office, 100 S. State Street, Suite M-4, Hart, MI 49420. This endorsement shall appear on certificates of insurance showing the Contractor's possession of the required insurances which the Contractor shall deliver to the County at the address noted above prior to commencing work under this Agreement. The certificates of insurance and/or copies of policies to be provided shall be accompanied with a statement that they are for the Snow Removal Services Agreement.

G. If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to County Administrator's Office, 100 S. State Street, Suite M-4, Hart, MI 49420, at least thirty (30) days prior to the expiration date.

H. The Contractor shall maintain such other insurances as he deems appropriate for his own protection.

**12. SUBCONTRACTING OR ASSIGNMENT.** The Contractor shall not subcontract or assign his duties and/or obligations under this Agreement, except as otherwise provided in Section 2.

**13. WAIVERS.** No failure or delay on the part of either 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. In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

**14. AMENDMENTS OR MODIFICATIONS.** The parties agree that any amendment or modification of this Agreement is to be effective only if in writing, signed by authorized representatives of each party.

**15. LOSS OF LICENSE(S).** If Contractor fails to maintain any licenses required by this Agreement, then the County may terminate this Agreement immediately, without the notice required in Section 1 above. Contractor shall be solely responsible for acquiring and maintaining any licenses required by this Agreement.

**16. COMPLETE AGREEMENT.** This Agreement, and any additional or supplementary documents incorporated herein by specific reference, 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.

**17. INVALID/UNENFORCEABLE 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. Where the deletion of this invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have been terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

**18. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The persons 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.

**IN WITNESS WHEREOF**, the authorized representatives of the parties hereto have fully executed this instrument on the day and year first above written.

**COUNTY OF OCEANA**

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

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

**CONTRACTOR**

By: \_\_\_\_\_  
Kevin Greiner

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

**INDEPENDENT CONTRACTOR  
MECHANICAL INSPECTOR SERVICES AGREEMENT**

**THIS AGREEMENT**, is made as of this 23<sup>rd</sup> day of September, 2024, by and between the **COUNTY OF OCEANA**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as “County”) acting on behalf of the Oceana County Building Department (hereinafter referred to as the “Department”), and **LANCE R. GATES**, with offices the Oceana County Building Department (hereinafter referred to as the “Contractor”).

**WITNESSETH:**

**WHEREAS**, the Contractor represents and holds himself out as an independent contractor, with the experience and qualifications necessary to perform mechanical compliance inspections and enforcement as required by the Oceana County Building Department; and;

**WHEREAS**, Contractor declares that he is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the business and the tasks to be performed under this Agreement, and possesses all licenses and/or certifications as may be required by the State of Michigan to perform the services required by this Agreement; and

**WHEREAS**, Contractor declares that he provides the same or similar services for other clients and such services do not conflict with the Contractor’s performance under this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing representations and the following terms and conditions, the parties hereby agree:

1. **AGREEMENT PERIOD AND TERMINATION**. This Agreement shall commence on the 1<sup>st</sup> day of September 2024, and shall continue unless terminated by notice, at which time this Agreement shall terminate. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by either the County or the Contractor with or without cause, upon 60 days’ prior written notice to the other party.

2. **SERVICES TO BE PERFORMED**. During the term of this Agreement, the Contractor agrees to provide all labor and materials necessary to perform the following services:

- A. Administer and enforce the State of Michigan’s Mechanical Codes in the County;

- B. Perform any and all mechanical inspections requested by the Building Department;
- C. Fully explain and document Code violations to those found to be in violation;
- D. Provide daily updates, in writing, to inform the Building Department of all completed final inspections;
- E. Perform any and all mechanical plan reviews requested by the Building Department;
- F. Be available to the public, on site, at the Building Department Office for up to four (4) hours per week, but in no event less than two (2) hours per week, and to notify the public of the schedule;
- G. Attend all administrative and Court hearings and other public meetings necessary for Mechanical Codes and statutory enforcement; and
- H. Pay for all conferences and training,

The Contractor shall also arrange for the coverage of mechanical inspections by a licensed mechanical inspector in the event that the Contractor is unavailable, a request for inspection(s) has been made or there is a conflict of interest, and he is not able to conduct the inspection(s). Inspection(s) must be completed within 72 business hours of the request. Compensation for temporary inspection services performed by substitute inspectors shall be paid entirely by the Contractor.

**3. TERMS OF PAYMENT.** The compensation that the Contractor shall be paid by the County for the services performed under this Agreement shall be as follows:

- A. 55% of the permit fees paid to the County for each mechanical permit, per individual inspection performed by the Contractor, payable to the Contractor as follows: one-half (½) upon first inspection, and the remaining one-half (½) once the permit is complete or 60 days from the date the permit expires or divided by number of inspections if more than two;
- B. 100% of the gross commercial plan review fees paid to the County, per plan review performed by the Contractor, payable to the Contractor upon final acceptance and approval of such report by the Building Department.

This compensation shall be paid semi-monthly upon the Contractor's remittance of an invoice that has been approved by the Building Department.

**4. COUNTY OBLIGATIONS.** The County shall furnish the Contractor with office space in the Building Department, use of clerical personnel, and supplies as

needed, subject to budgetary limitations. The County shall furnish the Contractor with an annual statement showing the amount of compensation paid.

**5. RECORD RETENTION.** All permits, reports, documentation, notes and related materials used and/or prepared for the purpose of performance of services under this Agreement shall be the County's property and stored in such County office or property as the Building Department may direct.

**6. COMPLIANCE WITH THE LAW.** In performing the services required by this Agreement, the Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations. The Contractor shall also maintain all licenses and certifications as may be required by law for the performance of services under this Agreement.

**7. NON-DISCRIMINATION.** The Contractor, as required by law, shall not discriminate against an individual with respect to providing services, or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or with respect to a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, or marital status. Breach of this covenant may be regarded as a material breach of the Agreement and a cause for termination thereof.

**8. APPLICABLE LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Michigan. The County and the Contractor agree that the venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**9. INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that the Contractor is an independent contractor. The Contractor shall in no way be deemed to be and shall not hold himself out as an employee of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health insurance, life insurance, paid vacation or sick leave or longevity. The Contractor shall be responsible for paying all applicable taxes arising from the compensation he receives under this Agreement, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments.

**10. INDEMNIFICATION.** The Contractor shall, at his own expense, protect, defend, indemnify and hold harmless the County, its elected and appointed officers, employees, servants and agents from all claims, damages, costs, lawsuits and expenses including, but not limited to, costs from administrative proceedings, court



costs, and attorney fees that they may incur as a result of any acts, omissions or negligence of the Contractor, its officers, employees, or agents which may arise out of this Agreement.

If the Contractor is found by a Federal or State Court or administrative agency to be an employee of the County, the Contractor shall indemnify the County in full for any taxes, interest or penalties that the County is required to pay on compensation received by the Contractor under this Agreement prior to the commencement of withholding for taxes thereon.

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

**11. INSURANCE.** The Contractor shall procure and maintain during the term of this Agreement the following insurance coverage requirements. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County and have an A.M. Best Company's Insurance Reports Rating of A or A- (Excellent).

A. Worker's Compensation Insurance and Employer's Liability Coverage, as required by law. In the event that the Contractor uses subcontractors and sub-subcontractors for the performance of services required under this Agreement, the Contractor shall ensure that said subcontractors and sub-subcontractors carry Worker's Compensation Insurance and Employer's Liability Coverage, as required by law.

B. The Contractor shall be responsible for insuring all his tools and equipment which it may use in performing the services required under this Agreement. The County shall not be responsible for any loss or damage to the Contractor's tools, equipment and materials.

C. Commercial General Liability Insurance on an "Occurrence basis" with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and/or aggregate combined single limit, for Personal Injury or Bodily Injury and ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and/or aggregate for Property Damage. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; if not in policy proper.

D. Vehicle Liability Insurance Coverage, and Michigan No-Fault Coverages, including all owned, non-owned and hired vehicles. The limits of liability for the coverage required by this subsection shall not be less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

E. Commercial General Liability Insurance and Vehicle Insurance as described above shall include the following as "Additional Insureds": County of Oceana, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

It is expressly understood and agreed that the Contractor's Commercial General Liability Insurance and Vehicle Liability Insurance shall be made primary to the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.

F. Worker's Compensation Insurance, Commercial General Liability Insurance, and Vehicle Liability Insurance as described above shall include an endorsement stating the following: It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: County Administrator's Office, 100 S. State Street, Suite M-4, Hart, MI 49420. This endorsement shall appear on certificates of insurance showing the Contractor's possession of the required insurances which the Contractor shall deliver to the County at the address noted above prior to commencing work under this Agreement. The certificates of insurance and/or copies of policies to be provided shall be accompanied with a statement that they are for the Snow Removal Services Agreement.

G. If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to County Administrator's Office, 100 S. State Street, Suite M-4, Hart, MI 49420, at least thirty (30) days prior to the expiration date.

H. The Contractor shall maintain such other insurances as he deems appropriate for his own protection.

12. **SUBCONTRACTING OR ASSIGNMENT.** The Contractor shall not subcontract or assign his duties and/or obligations under this Agreement, except as otherwise provided in Section 2.

13. **WAIVERS.** No failure or delay on the part of either 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. In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

14. **AMENDMENTS OR MODIFICATIONS.** The parties agree that any amendment or modification of this Agreement is to be effective only if in writing, signed by authorized representatives of each party.

15. **LOSS OF LICENSE(S).** If Contractor fails to maintain any licenses required by this Agreement, then the County may terminate this Agreement immediately, without the notice required in Section 1 above. Contractor shall be solely responsible for acquiring and maintaining any licenses required by this Agreement.

16. **COMPLETE AGREEMENT.** This Agreement, and any additional or supplementary documents incorporated herein by specific reference, 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.

17. **INVALID/UNENFORCEABLE 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. Where the deletion of this invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have been terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

18. **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The persons 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.

**IN WITNESS WHEREOF**, the authorized representatives of the parties hereto have fully executed this instrument on the day and year first above written.

**COUNTY OF OCEANA**

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

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

**CONTRACTOR**

By: \_\_\_\_\_  
Lance R. Gates

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

# ESTIMATE

Anderson Mechanical LLC  
2857 N 64th Ave  
Hart, MI 49420

bryan@andersonmechanical.org  
+1 (231) 343-9689

## Bill to

Oceana County Jail  
216 E Lincoln St  
Hart, MI 49420 US

## Ship to

Oceana County Jail  
216 E Lincoln St  
Hart, MI 49420 US

## Estimate details

Estimate no.: 1031  
Estimate date: 08/07/2024  
Expiration date: 09/07/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Labor/Materials</b>	Replace existing 7.5 ton 2 stage cooling 200K BTUH ICP rooftop HVAC system on new part of the jail 1- ICP RGV090HE3A0AA RT-GE 7.5 TON 2 COOL 230V 1- CDI 1-8119-4009 curb adapter 1- ICP CRECOMZR105A00 Vertical economizer 1- D4120 Photo electric duct smoke detector 1- RTS2-AOS multi-signaling w/strobe 1- DST3 3 ft sampling tube - Install economizer and smoke detector per code - Adapt electrical, gas, and thermostat - Crane rental - Permit	1	\$18,508.00	\$18,508.00
2.			All equipment in stock, 1-2 week lead time for delivery			

**Total** **\$18,508.00**

Expiry date 09/07/2024

Accepted date

Accepted by

# Proposal # 30981-1 for Review

## Scheid Plumbing Heating & Cooling Inc

990 Industrial Park Dr  
Whitehall, MI 49461

T: (231) 894-9760

F : (231) 894-4256

scheidphc.com

ingrid@scheidphc.onmicrosoft.com



Presented To:  
**Oceana Sheriffs Dept**  
216 Lincoln  
Hart, MI 49420

### PROPOSAL

**Job** # 30981:Jail  
Rooftop  
Replacement  
**Proposal** 30981-1  
**Technician** Jason Osborn  
**Issue** 08/09/2024  
**Date**

**Customer Contact:**  
Mobile: (231) 873-6766

**Location Address:**  
216 Lincoln  
Hart, MI 49420

Your Price:  
**\$20,233.00**

Description	Quantity	Price
<b>Bryant Rooftop Unit</b>	1	\$18,833.00
<ul style="list-style-type: none"> <li>* Bryant Legacy 582KP, 180,000 BTUH, 7.5 ton heating &amp; cooling rooftop unit</li> <li>* Bryant economizer unit for cold weather cooling</li> <li>* Smoke detector duct system sensor</li> <li>* 5' sampling tube sensor</li> <li>* Multi signal annunciator with strobe system sensor</li> <li>* Curb adapter</li> <li>* Connect electric and gas to new unit.</li> <li>* Removal and disposal of old rooftop unit.</li> <li>* 1 year part and 10 year heat exchanger warranty</li> </ul>		
<b>Crane Rental</b>	1	\$1,200.00
* Erickson Crane Service		
<b>Permit</b>	1	\$200.00
* Mechanical Permit and Inspection		
		<b>Price \$20,233.00</b>

**Customer Agreement & Electronic Signature**

Proposal may be withdrawn and/or changed if not accepted within a 7-day period. Payment of half down is required before job begins; balance of payment is due at completion of job. This proposal is for completing the work described above, and based on our professional evaluation. Any work done shall be completed in a competent manner according to standard practices. Any alteration(s) or deviation(s) from above specifications involving extra costs will become an extra charge over and above the estimate. No warranty of any kind on customer provided material or

I accept this proposal and agree to the terms and conditions.

Full Name

Signature

\* Please accept the terms and conditions before accepting this proposal.



# Estimate

## All Season Window Tinting, Inc.

Phone: 800.874.8468 Fax: 866.823.5687

Website: www.tintmi.com

**Customer / Job Location**

Oceana County Courthouse  
 100 S State Street  
 Hart, MI 49420  
 Main #: 231.873.6744  
 Cell #: 231.233.9210  
 Contact: Brian Schlaack

**Bill To:**

Oceana County Courthouse  
 100 S State Street  
 Hart, MI 49420  
 Main #: 231.873.6744  
 Cell #: 231.233.9210  
 Contact: Curt McClellan

Chad Elgas 800.874.8468

8/9/2024 9:33:07AM

12.67 Hrs

**Problem:** Daytime Privacy & Energy Savings

Location / Area	Dir.	# of Panes	Rmvl	Atmosphere #1 Film
Main View Fixed	()	16	No	\$2,611.11
Lower Operable	()	16	No	\$839.58
Sliding Windows	()	4	No	\$199.51
Casement Windows	()	2	No	\$194.20

**Total # of Panes: 38**

**Subtotal: \$3,844.40**

**Discount: \$44.40**

**Adj. Subtotal: \$3,800.00**

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**Grand Total: \$3,800.00**

Atmosphere #1 Film - Llumar RXA20 exterior film to match perimeter windows completed in 2018.

All sales are final. No refunds or exchanges. Please review film options thoroughly. Job # \_\_\_\_\_

### PROPOSAL

5756 Pine Creek Road  
Manistee, MI 49660  
231.723.6482

Date 8-14-24



service@BriansSuperiorSealcoating.com  
www.BriansSuperiorSealcoating.com

#### Proposal Submitted To:

#### Work To Be Performed At:

Name Curt Loman  
 Street 805 W Baseline  
 City Shelby State \_\_\_\_\_ Zip \_\_\_\_\_  
 Email \_\_\_\_\_  
 Phone 231-742-0142

Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_

We hereby propose to furnish the materials and perform the labor necessary for the completion of

power edge granules  
power gear cracks  
Use crack pro to fill cracks 4" pad  
Sealcoat coal tar and silica sand

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

five thousand five hundred Dollars (\$ 5,500.00)  
with payments to be made as follows:

half down rest on completion

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Liability Insurance on above work provided by Brian's Superior Sealcoating LLC

Respectfully submitted

Note - This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

#### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_



# Oceana County Board of Commissioners

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

# AGENDA

## Finance and Administration Committee

There will be a committee meeting on Thursday, **August 22, 2024, 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	Item #
Commissioner Hardy	Call to Order Roll Call Approval of Meeting Minutes from <b>August 8, 2024</b> <b>Pages 26 - 29</b> Changes to the Agenda Approval of the Agenda Public Comment ( <i>state your name, current address, and agenda item or topic</i> )	
County Prosecutor Joseph Bizon	Request for funds for the purpose of expert fees for People v. Angela Reterstoff case <b>Page 30</b>	2024-93
Administrator Byard	Administrator’s Review of Selected Claims for Payment <b>Pages 31 &amp; 32</b> Administrator’s Report <b>Pages 333 &amp; 34</b>	2024-94
	<b>Department Head Reports</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, August 8, 2024, at 10:59 a.m., in the Board Conference Room.

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

Also Present: Dr. Lisa Williams, Community Mental Health; Ms. Byard, Oceana County Administrator; and Ms. Anderson, Oceana County Clerk.

Moved by Mr. Morse and supported by Mr. Beggs to approve the minutes of the July 25, 2024 Finance and Administration Committee meeting as presented.

Voice vote. Motion carried.

Chairperson Hardy asked if there were any additions to the agenda. No additions were mentioned.

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

Voice vote. Motion carried.

**Public Comment**

There were no public comments at this time.

**Agenda Items**

Dr. Lisa Williams, Community Mental Health provided the West Michigan Community Mental Health Annual Report.

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

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

<b>Fund #</b>	<b>Dept. #</b>	<b>Dept. Name</b>	<b>Amount</b>	<b>Purpose</b>
<b>Special Revenue Funds</b>				
210 - Ambulance			\$ 1,075.36	to Consumers Energy for utilities
			\$ 10,890.00	to Hart Area Fire Department for 2nd quarter 2024 MFR costs
			\$ 246,620.56	to Life EMS for 3rd quarter 2024 subsidy
			\$ 8,800.00	to Pentwater Fire Department for 2nd Qtr. 2024 MFR Costs
239 - Shelby Twp Community Park			\$ 260,953.70	to Hallack Contracting, Inc. for various expenditures

	\$ 125,272.00	to Lawn Sprinklers, Sales, Service for various expenditures
260 - Indigent Defense	\$ 7,534.50	to Hayes Law Office, PLC for court appointed attorney fees.
293 - Veterans Affairs	\$ 1,183.00	to Integrity Business Solutions for Office Equipment/Furniture
298 -Technology and Innovation	\$ 1,797.97	to Integrity Business Solutions for Office Equipment/Furniture
	\$ 1,916.75	to SHI International Corp. for software and support fees
<b>General Fund</b>		
265 - Maintenance & Grounds	\$ 3,615.25	to City of Hart for utilities
	\$ 1,541.94	to Republic Services for garbage removal
301 - Sheriff	\$ 1,264.21	to AT&T FirstNET for telephone services
	\$ 11,517.36	to Wex Bank for fuel
	\$ 4,720.00	to Kiesler's Police Supply for ammunition
	\$ 1,199.94	to Integrity Business Solutions for Office Equipment/Furniture
351 - Jail	\$ 4,130.19	to City of Hart for utilities
	\$ 1,342.69	to Gordon Food Service for inmate board and janitorial supplies
	\$ 1,871.21	to Gordon Food Service for inmate board and janitorial supplies

	\$ 4,993.00	to ID Networks for LiveScan annual maintenance fee
	\$ 2,443.00	to Muskegon Fire Equipment Co., Inc. for fire alarm replacement
528 - Transfer Station	\$ 25,400.60	to American Classic Dumpster Services
	\$ 3,332.00	to West Michigan Shoreline Regional Development Commission
601 - Health Department	\$ 1,234.98	to Consumers Energy for utilities
~ <b>Total</b>	<b>\$ 734,650.21</b>	

**Administrator’s Report (as provided by Ms. Byard):**  
 BROWN AND BROWN – SHIFTING THE NARRATIVE

Brown and Brown held virtual shifting the narrative sessions. The first session was cultivating culture and transforming as a leader, which discussed authenticity and supporting our employee’s mental health. Session two was retention and recruitment, which focused on creating positive changes with accessible solutions for sustainable employee lifestyle, recognizing healthcare narrative rethinking benefits and employee benefits that vary by generation. Last was the future of healthcare and how to prepare and forecast.

**WAGE STUDY**

Montcalm County had reached out to request figures for a wage study that they are conducting. The study included all positions within county government. The study will be shared once it is complete.

**COUNTY ADMINISTRATORS MEETING**

A meeting was held with six local county administrators to discuss county government, what is happening in each of our counties and how we are handling the challenges we are facing. We did discuss the Opioid Funds and many stated that they were putting a committee together to determine the best ways to spend these funds. We also discussed ARPA and the requirements we are facing related to obligation of funds.

**ARPA FUNDS**

Treasury recently sent information pertaining to obligations related to remaining ARPA funds. They are requiring that funds be obligated by December 31, 2024. They do not consider revenue replacement as an obligation. I have included some of the slides from the presentation and will share the entire presentation if requested. We will need to discuss this further as we need to meet this requirement.

**FOLLOW UP**

At a previous board meeting, there was discussion pertaining to a grant that will be applied for regarding a community center in Rothbury. I was contacted to provide information related to previous

grants that the county has had. That information was compiled and sent on to be submitted with the grant.

An opioid meeting has been scheduled with Amy Dolinky of the Michigan Association of Counties and Brandon Hool with Michigan Department of Health and Human Services for August 7<sup>th</sup> along with Dr. Lisa Williams with Community Mental Health.

A meeting was held with the IRS pertaining to a short list of vendors. Brittany compiled the information they had requested along with the most recently adopted policy. They will work through the documentation to complete their audit.

**Department Head Reports**

There were no department head reports at this time.

**Public Comment**

There were no public comments at this time.

Chairperson Hardy asked if there was any further business to come before the Board. There being none, the meeting adjourned at 11:20 p.m.

Respectfully submitted,

Amy L. Anderson  
Oceana County Clerk



# Office of the Oceana County Prosecuting Attorney

*Joseph J. Bizon, Prosecuting Attorney*  
*Kevin C. Harrington II, Chief Assistant Prosecutor*  
*, Assistant Prosecutor*



100 State Street  
Hart, MI 49420  
Ph. (231) 873-4608  
paoffice@oceana.mi.us

TO: Oceana County Board and Administrator's Office  
From: Joseph J. Bizon, Oceana County Prosecutor  
RE: Request for funds for expert witness  
Date: August 8, 2024

Chief Assistant Prosecutor Kevin Harrington has a criminal case, *People v Angela Reterstoff*, in which the defendant allegedly drove while under the influence of an intoxicating substance while having an occupant less than 16 years old in the vehicle. CAPA Harrington has attempted to resolve this matter with reasonable outcomes, but we have been unable to resolve this case, and the Defendant is demanding a jury trial.

Cases of this nature are of vital importance to public safety. Unfortunately, in order to prove the elements of the offense we need the assistance of an expert in toxicology. Specifically, it will be required to have an expert to identify that the substance discovered was intoxicating and how it would affect a person's driving.

Traditionally, going back as far as I can remember we have never carried a budget line for this and have treated it on a case by case basis. As boards and administrations do change, if you wish us to change this policy, please let us know. I believe this method ensures we do not lightly make these expenditures.

We estimate that the expert will cost \$3,000, however, this is billed on a contract basis, and unexpected costs are possible. I am attaching the CV and fee schedule for the proposed witness. I have worked with this Doctor in the past and she is an excellent witness who used to work the MSP lab. I received this recommendation upon asking the Prosecutor's Association list serve, and was informed that there are not any other known experts currently working in our area. On advise from the Prosecutor's Expert, we believe we can ask for the cost as restitution if we are successful at trial. It would ultimately be up to the judge whether to order such restitution.

Should this written request not be sufficient to answer all the Boards questions I will make myself available as needed to answer any questions you are they might have.

*Heather Rowe*  
*Office Manager*  
231-873-6751

*Legal Secretary*  
231-873-6748

*Gabrielle Proskopf*  
*Crime Victim Advocate*  
231-873-6810

## 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			\$ 2,194.06	to Image Soft for monthly software expenditures
			\$ 9,217.25	to Image Soft for yearly maintenance fees
243 - Brownfield Redevelopment Authority			\$ 24,390.40	to Fishbeck for professional services rendered
256 - Automation Fund			\$ 1,443.62	to GovOS for monthly software expenditures
260 - Indigent Defense			\$ 9,735.50	to Good Law for court appointed attorney fees.
			\$ 5,833.33	to Indigent Defense Consultants for court appointed attorney fees
			\$ 1,008.00	to Law Office of Rebecca Kreisher for court appointed attorney fees
			\$ 9,233.50	to MKG Law Office, PLLC for court appointed attorney fees
			\$ 15,256.50	to Springstead Law Offices for court appointed attorney fees.
298 -Technology and Innovation			\$ 1,238.00	to Kroll for professional services rendered
<b>General Fund</b>				
101 - Board of Commissioners			\$ 6,750.20	to H Security & Investigations for July 2024 overtime hours and August 2024 hours
			\$ 1,167.00	to Cohl, Stoker & Toskey, P.C. for legal services.
262 -- Elections			\$ 2,030.66	to Oceana Herald Journal for primary election
283 - Circuit Court			\$ 2,038.00	to BIS for service contracts

	\$ 4,223.92	to Hayes Law Office for appropriations for September 2024
	\$ 4,082.55	to Heacock Reporting for appropriations for September 2024
	\$ 4,223.92	to Springstead Law Offices for appropriations for September 2024
301 - Sheriff	\$ 1,985.60	to Elan Financial Services for July 2024 credit card invoices
	\$ 26,157.21	to Enterprise FM Trust for fleet lease and vehicle maintenance/repairs.
	\$ 1,663.95	to Norm's Sport & Marine & Scuba Zoo for Open Water Dive Class for three
331 - Marine	\$ 1,665.28	to U-Win Motorsports for vehcile repairs and maintenance
351 - Jail	\$ 1,621.07	to Gordon Food Serice for inmate board and janitorial supplies
528 - Transfer Station	\$ 2,106.00	to American Classic Dumpster Services
595 - Airport	\$ 9,926.48	to AvFuel Corporation for fuel
648 - Medical Examiner	\$ 7,761.00	to Mid Michigan Medical Examiner Group for 2nd qtr 2024 medical examiner fee
	\$ 3,642.58	to WMU Homer Stryker M.D. for autopsies
649 - Mental Health	\$ 10,647.92	to West Michigan CMH System for August 2024 local match
~ Total	\$ 171,243.50	

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# COUNTY ADMINISTRATOR'S REPORT

AUGUST 15, 2024

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## FOLLOW UP

### Opioid Meeting

As discussed at the last Board of Commissioners meeting, an opioid meeting was held with Amy Dolinky of the Michigan Association of Counties and Brandon Hool with Michigan Department of Health and Human Services for August 7<sup>th</sup> along with Dr. Lisa Williams with Community Mental Health. Information was provided by Ms. Dolinky after that meeting and Dr. Lisa Williams and I met on Friday, August 16, 2024, to discuss next steps. We reviewed a list of stakeholders and sectors to consider for the steering committee from Amy Dolinky with MAC. Once that information is compiled, we will be sharing with the rest of our

### ARPA

ARPA information has been shared with our auditors to get their opinion as it relates to the updated interim final rule relating to obligations. Information will be provided once it has been received.

### Scale Bids

Scale bids for the transfer station have been sent out and have been posted on the county's website. They are scheduled to be submitted no later than September 16, 2024.

### Materials Management

The Notice of Intent has been filed with the State of Michigan by WMSRDC for the Materials Management Plan. They would like the County Boards to make appointments for the creation of the Materials Management Planning Committee. Oceana County is responsible for appointing four members as follows:

- A. An elected official of a city or village.
- B. Two (2) representatives from a business that generates managed materials. (Managed materials are defined as solid waste, diverted waste or recyclable material.) This could be a grocery store, restaurant, a farm that
- C. An elected official of the county or a municipality. **I do have someone that is interested in this seat and is on a township board. They will be submitting a letter of interest.**

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# COUNTY ADMINISTRATOR'S REPORT

AUGUST 15, 2024

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## **FY25 Budget**

Budgets are due on Monday August 19, 2024. We have started receiving some budgets and are working through ours.



# Oceana County Board of Commissioners

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

# AGENDA

## Regular Board Meeting

The Oceana County Board of Commissioners will hold its **Regular Meeting on Thursday, August 22, 2024, beginning at 11:30 a.m.** in the Oceana County Board of Commissioners Room, 100 State Street, Hart, MI 49420.

**Board Chair: Robert Walker**

**Board Vice-Chair: Tim Beggs**

Presenter	Description	Item #
Chair	Pledge of Allegiance Call to Order Roll Call Approval of minutes from <b>August 8, 2024</b> <b>Pages 37 - 39</b> Conflict of Interest Disclosure Regarding Agenda Items Changes to the Agenda Approval of the Agenda Public Comment ( <i>state your name, current address, and agenda item or topic</i> )	
Commissioner Morse	<b>Electrical Inspector Contract</b>  Motion 2024-78 to approve a contract with Kevin Greiner for the purpose of performing electrical inspections with the County’s Building Department to begin September 1, 2024, and allow the Chair to sign.  <b>Roll Call</b>	2024-78
Commissioner Erickson	<b>Mechanical Inspector Contract</b>  Motion 2024-79 to approve a contract with Lance R. Gates for the purpose of performing mechanical inspections with the County Building Department to begin September 23, 2024 and allow the Chair to sign.  <b>Roll Call</b>	2024-79
Commissioner Beggs	<b>HVAC Unit County Jail</b>  Motion 2024-90 to approve the replacement of an HVAC Unit for the county jail in the amount of \$18,508 to be purchased from Anderson Mechanical, LLC with funds to come from ARPA.  <b>Roll Call</b>	2024-90
Commissioner Erickson	<b>Courthouse Window Film</b>  Motion 2024-91 to allow window film to be placed on windows on the south side of the county building as requested by the Security Committee in the amount of \$3,800 with funds to be paid from the public improvement fund.  <b>Roll Call</b>	2024-91

Presenter	Description	Item #
Commissioner Morse	<p><b>County Airport Parking Seal Coat</b></p> <p>Motion 2024-92 to approve seal coating for the County Airport parking lot in the amount of \$5,500 from Brian’s Superior Sealcoating with funds to be paid from the public improvement fund.</p> <p style="text-align: right;"><b>Roll Call</b></p>	2024-92
Commissioner Beggs	<p><b>County Prosecutor Expert Fees</b></p> <p>Motion 2024-93 to approve up to \$3,000 to be allocated to the County Prosecutor’s budget for the purpose of expert fees for the People v. Angela Reterstoff case and allow the Administrator to make the necessary adjustment.</p> <p style="text-align: right;"><b>Roll Call</b></p>	2024-93
Commissioner Hardy	<p>Payment of Claims</p> <p style="text-align: right;"><b>Pages 40 - 42</b></p>	2024-94
<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  
August 8, 2024  
Board of Commissioners Minutes**

The regular meeting of the Oceana County Board of Commissioners was called to order by Chairperson Walker, on Thursday, August 8, 2024, at 11:34 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.

Also Present: Ms. Marilyn Morse, Benona Township resident, Ms. Byard, Oceana County Administrator; and Ms. Anderson, Oceana County Clerk.

Moved by Mr. Hardy and seconded by Mr. Beggs to approve the minutes from the July 25, 2024 Regular Board Meeting as amended.

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. The additions mentioned were to include the specifics to the District Court request and to include language in the MIDC contract agreement to include "and terminate the previous agreement".

**Public Comment**

There were no public comments at this time.

**Agenda Items**

**MOTION #2024-86 – MIDC INDIVIDUAL CONTRACT AGREEMENT**

Moved by Mr. Morse and supported by Mr. Erickson, to approve the Oceana County Indigent Defense Managed Assigned Counsel Administrator Independent Contractor Agreement for three years from October 1, 2024 through September 30, 2027 and terminate the previous agreement and allow the Chair to sign.

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

Motion carried.

**MOTION #2024-87 – DISTRICT COURT REQUEST**

Moved by Mr. Erickson and supported by Mr. Hardy, to allow the District Court to hire a full-time court room clerk for the remainder of the FY2024 in an amount not to exceed \$28,500 and to allow the Administrator to make the necessary budget adjustments with the position to be revisited during the FY2025 budget process.

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

Motion carried.

**MOTION #2024-88 – PART-TIME VSO REQUEST**

Moved by Mr. Beggs and supported by Mr. Erickson, to approve the addition of a part time Veterans Service Officer in the Veterans Affairs office for 20 hours per week with funds to come from the Veterans Millage Fund.

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

Motion carried.

**MOTION #2024- 89– PAYMENT OF CLAIMS**

Moved by Mr. Hardy and supported by Mr. Beggs, to adopt Motion #2024-89, approving the payment of accounts payable and release of funds for August 8, 2024.

<b>AMBULANCE</b>	<b>\$268,448.67</b>
<b>GIS</b>	<b>-0-</b>
<b>FOC</b>	<b>-0-</b>
<b>PENTWATER-HART TRAIL</b>	<b>-0-</b>
<b>SHELBY TWP COMM PARK</b>	<b>386,225.70</b>
<b>BROWNFIELD</b>	<b>-0-</b>
<b>AUTOMATION R.O.D.</b>	<b>-0-</b>
<b>INDIGENT DEFENSE</b>	<b>11,840.16</b>
<b>LCOT</b>	<b>-0-</b>
<b>K9 UNIT</b>	<b>-0-</b>
<b>CJT</b>	<b>-0-</b>
<b>CDBG</b>	<b>-0-</b>
<b>ARPA</b>	<b>-0-</b>
<b>VETERANS AFFAIRS</b>	<b>5,505.59</b>
<b>TECH &amp; INNOVATION</b>	<b>4,966.60</b>
<b>CAPITAL PROG/EQUIP REP</b>	<b>-0-</b>
<b>PUBLIC IMPROVEMENT</b>	<b>-0-</b>
<b>FORECLOSURE</b>	<b>-0-</b>
<b>BUILDING DEPARTMENT</b>	<b>2,838.01</b>
<b>GENERAL FUND</b>	<b>321,277.63</b>
<b>GRAND TOTAL</b>	<b>\$1,001,102.36</b>

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

Motion carried.

**Commissioner’s Reports**

Mr. Morse commented on the success of the National Night Out event at Shelby Township Park.

Mr. Erickson reported that there are many preparations in progress for the 153<sup>rd</sup> Oceana County Fair.

Ms. Anderson noted that the agenda for today was not approved. She pointed out that there was discussion regarding additions to the agenda, however, there was no motion.

Mr. Beggs offered a motion and Mr. Erickson supported to approve the agenda as amended.

Voice vote. Motion carried.

**Public Comment**

Ms. Marilyn Morse, Benona Township resident, noted there was an error on the Citizen Guide to getting involved in your government that she presented at the last board meeting. She stated she is in the process of making that correction prior to distribution of the remaining flyers. She also questioned the amount paid for the Shelby Township Park. It was explained that Oceana County is simply the fiduciary for the grant that was awarded for Shelby Township Park and is not taxpayer dollars.

Chairperson Walker asked if there was any further business to come before the Board. There being none, the meeting adjourned at 11:50 p.m.

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

\_\_\_\_\_  
Date

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

**Board Approval of Accounts Payable & Release of Funds**

Thursday, August 22, 2024

FUND	DEPT #	DEPARTMENT	PR#	PAID	UNPAID	TOTAL
210		AMBULANCE		\$ 105.94	\$ -	\$ 105.94
		<b>AMBULANCE FUND TOTAL</b>		<b>\$ 105.94</b>	<b>\$ -</b>	<b>\$ 105.94</b>
211		GIS		\$ -	\$ -	\$ -
		<b>GIS FUND TOTAL</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
215		FOC		\$ -	\$ 11,411.31	\$ 11,411.31
		FOC PAYROLL	16	\$ -	\$ -	\$ -
		FOC FICA	16	\$ -	\$ -	\$ -
		FOC RETIREMENT	16	\$ -	\$ -	\$ -
		FOC FRINGE	16	\$ -	\$ -	\$ -
		WORKERS COMP	16	\$ -	\$ -	\$ -
		<b>FOC FUND TOTAL</b>		<b>\$ -</b>	<b>\$ 11,411.31</b>	<b>\$ 11,411.31</b>
238		PENTWATER-HART TRAIL		\$ -	\$ -	\$ -
		<b>PENTWATER-HART TRAIL FUND TOTAL</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
239		SHELBY TWP COMMUNITY PARK		\$ -	\$ -	\$ -
		<b>SHELBY TWP COMMUNITY PARK FUND TOTAL</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
243		BROWNFIELD REDEVELOPMENT AUTHORITY		\$ 24,390.40	\$ -	\$ 24,390.40
		<b>BROWNFIELD REDEVELOP. AUTHORITY TOTAL</b>		<b>\$ 24,390.40</b>	<b>\$ -</b>	<b>\$ 24,390.40</b>
256		AUTOMATION R.O.D.		\$ 1,443.62	\$ -	\$ 1,443.62
		<b>AUTOMATION R.O.D. FUND TOTAL</b>		<b>\$ 1,443.62</b>	<b>\$ -</b>	<b>\$ 1,443.62</b>
260		INDIGENT DEFENSE		\$ -	\$ 43,118.48	\$ 43,118.48
		INDIGENT DEFENSE PAYROLL		\$ 2,141.95	\$ -	\$ 2,141.95
		INDIGENT DEFENSE FICA	16	\$ 163.86	\$ -	\$ 163.86
		INDIGENT DEFENSE RETIREMENT	16	\$ -	\$ -	\$ -
		INDIGENT DEFENSE FRINGE	16	\$ 796.85	\$ -	\$ 796.85
		WORKERS COMP	16	\$ -	\$ -	\$ -
		<b>INDIGENT DEFENSE FUND TOTAL</b>		<b>\$ 3,102.66</b>	<b>\$ 43,118.48</b>	<b>\$ 46,221.14</b>
264		LCOT		\$ 92.00	\$ -	\$ 92.00
		LCOT PAYROLL	16	\$ -	\$ -	\$ -
		LCOT FICA	16	\$ -	\$ -	\$ -
		LCOT RETIREMENT	16	\$ -	\$ -	\$ -
		WORKERS COMP	16	\$ -	\$ -	\$ -
		RETIREMENT	16	\$ -	\$ -	\$ -
		<b>LOCT FUND TOTAL</b>		<b>\$ 92.00</b>	<b>\$ -</b>	<b>\$ 92.00</b>
267		K9 UNIT		\$ -	\$ -	\$ -
		<b>K9 UNIT FUND</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
272		CRIMINAL JUSTICE TRAINING		\$ -	\$ 400.00	\$ 400.00
		<b>CRIMINAL JUSTICE TRAINING FUND TOTAL</b>		<b>\$ -</b>	<b>\$ 400.00</b>	<b>\$ 400.00</b>
277		CDBG		\$ -	\$ -	\$ -
		<b>CDBG FUND TOTAL</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
286		ARPA		\$ -	\$ -	\$ -
		<b>APRA FUND TOTAL</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
293		DEPT OF VET AFFAIRS		\$ 113.08	\$ 250.00	\$ 363.08
		DEPT OF VET AFFAIRS PAYROLL	16	\$ 3,909.06	\$ -	\$ 3,909.06
		DEPT OF VET AFFAIRS FICA	16	\$ 295.37	\$ -	\$ 295.37
		DEPT OF VET AFFAIRS RETIREMENT	16	\$ -	\$ -	\$ -

	DEPT OF VET AFFAIRS FRINGE	16	\$	518.62	\$	-	\$	518.62	
	WORKERS COMP	16	\$	-	\$	-	\$	-	
	<b>DEPT OF VET AFFAIRS FUND TOTAL</b>		\$	4,836.13	\$	250.00	\$	<b>5,086.13</b>	
<b>298</b>	TECHNOLOGY & INNOVATION		\$	946.10	\$	1,286.27	\$	2,232.37	
	<b>TECHNOLOGY &amp; INNOVATION FUND TOTAL</b>		\$	946.10	\$	1,286.27	\$	<b>2,232.37</b>	
<b>405</b>	CAPITAL PROJ-EQUIP REPLACE		\$	-	\$	-	\$	-	
	<b>CAPITAL PROJ-EQUIP REPLACE FUND TOTAL</b>		\$	-	\$	-	\$	<b>-</b>	
<b>445</b>	PUBLIC IMPROVEMENT		\$	-	\$	-	\$	-	
	<b>PUBLIC IMPROVEMENT FUND TOTAL</b>		\$	-	\$	-	\$	<b>-</b>	
<b>549</b>	BUILDING DEPARTMENT		\$	18,161.44	\$	115.15	\$	18,276.59	
	BUILDING DEPARTMENT PAYROLL	16	\$	2,549.25	\$	-	\$	2,549.25	
	BUILDING DEPARTMENT FICA	16	\$	190.41	\$	-	\$	190.41	
	BUILDING DEPARTMENT RETIREMENT	16	\$	-	\$	-	\$	-	
	BUILDING DEPARTMENT FRINGE	16	\$	521.74	\$	-	\$	521.74	
	WORKERS COMP	16	\$	-	\$	-	\$	-	
	<b>BUILDING DEPARTMENT FUND TOTAL</b>		\$	21,422.84	\$	115.15	\$	<b>21,537.99</b>	
<b>101</b>	<b>GENERAL FUND</b>	<b>PR#</b>		<b>PAID</b>		<b>UNPAID</b>		<b>TOTAL</b>	
	101	BOARD OF COMMISSIONERS		\$	6,783.80	\$	1,167.00	\$	7,950.80
	172	ADMINISTRATOR/FISCAL OFFICER		\$	225.00	\$	-	\$	225.00
	208	INSURANCE		\$	-	\$	-	\$	-
	209	UNEMPLOYMENT COMPENSATION		\$	-	\$	-	\$	-
	215	COUNTY CLERK		\$	-	\$	258.81	\$	258.81
	216	JURY BOARD		\$	-	\$	-	\$	-
	217	APPORTIONMENT		\$	-	\$	-	\$	-
	223	COUNTY AUDITING		\$	-	\$	-	\$	-
	228	DATA PROCESSING		\$	950.00	\$	281.48	\$	1,231.48
	229	TECHNOLOGY		\$	-	\$	36.28	\$	36.28
	244	TAX ALLOCATION		\$	-	\$	-	\$	-
	245	REMONUMENTATION		\$	-	\$	-	\$	-
	248	GENERAL SERVICES		\$	1,305.66	\$	442.94	\$	1,748.60
	249	PLAT BOARD		\$	-	\$	-	\$	-
	250	MICROFILM		\$	-	\$	-	\$	-
	253	COUNTY TREASURER		\$	608.12	\$	55.99	\$	664.11
	257	EQUALIZATION		\$	40.01	\$	133.24	\$	173.25
	262	ELECTIONS		\$	-	\$	2,030.66	\$	2,030.66
	265	COURTHOUSE/GROUNDS		\$	386.91	\$	128.74	\$	515.65
	283	CIRCUIT COURT		\$	1,451.77	\$	16,031.44	\$	17,483.21
	286	DISTRICT COURT		\$	227.48	\$	315.61	\$	543.09
	289	FRIEND OF THE COURT		\$	32.95	\$	339.98	\$	372.93
	294	PROBATE COURT		\$	167.12	\$	930.36	\$	1,097.48
	295	PROBATION/PAROLE		\$	-	\$	-	\$	-
	296	PROSECUTING ATTORNEY		\$	-	\$	209.89	\$	209.89
	298	FAMILY COUNSELING		\$	-	\$	-	\$	-
	301	SHERIFF		\$	28,142.81	\$	2,714.32	\$	30,857.13
	331	MARINE LAW		\$	89.99	\$	1,665.28	\$	1,755.27
	332	SNOWMOBILE ENFORCEMENT		\$	-	\$	-	\$	-
	333	ROAD PATROL		\$	-	\$	-	\$	-
	351	JAIL		\$	18,731.81	\$	518.00	\$	19,249.81

426	EMERGENCY MANAGEMENT		\$	893.89	\$	121.27	\$	1,015.16
430	ANIMAL CONTROL		\$	189.91	\$	1,730.22	\$	1,920.13
442	DRAIN COMMISSIONER		\$	-	\$	-	\$	-
445	DRAINS - PUBLIC BENEFIT		\$	-	\$	-	\$	-
528	TRANSFER STATION/RECYCLING CENTER		\$	-	\$	2,386.54	\$	2,386.54
568	SOIL CONSERVATION		\$	-	\$	-	\$	-
595	AIRPORT		\$	244.86	\$	11,027.12	\$	11,271.98
601	HEALTH DEPARTMENT		\$	44.68	\$	-	\$	44.68
605	CONTAGIOUS DISEASES		\$	-	\$	-	\$	-
648	MEDICAL EXAMINER		\$	-	\$	11,951.66	\$	11,951.66
649	COMMUNITY MENTAL HEALTH		\$	10,647.92	\$	-	\$	10,647.92
701	PLANNING COMMISSION		\$	-	\$	-	\$	-
710	MSU EXTENSION		\$	-	\$	-	\$	-
711	REGISTER OF DEEDS		\$	-	\$	50.57	\$	50.57
728	EDC		\$	-	\$	-	\$	-
	GENERAL PAYROLL	16	\$	216,748.17	\$	-	\$	216,748.17
	GENERAL FICA	16	\$	16,036.24	\$	-	\$	16,036.24
	GENERAL RETIREMENT	16	\$	-	\$	-	\$	-
	GENERAL FRINGE	16	\$	61,180.83	\$	-	\$	61,180.83
	WORKERS COMP	16	\$	-	\$	-	\$	-
<b>GENERAL FUND TOTAL</b>			<b>\$</b>	<b>365,129.93</b>	<b>\$</b>	<b>54,527.40</b>	<b>\$</b>	<b>419,657.33</b>
<b>GRAND TOTAL</b>			<b>\$</b>	<b>421,469.62</b>	<b>\$</b>	<b>111,108.61</b>	<b>\$</b>	<b>532,578.23</b>
<b>GENERAL FUND WITHOUT PAYROLL</b>			<b>\$</b>	<b>71,164.69</b>				