

Oceana County Board of Commissioners

Thursday, September 12, 2024

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

Committees and Board Meeting Packet



Board of Commissioners

Robert Walker, Chairperson

Tim Beggs, Vice-Chairperson

Craig Hardy

Paul Erickson

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, September 12, 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.

- Courts and Public Safety Committee Court and Public Safety Committee
- Personnel and Health and Human Services Committeeman Services 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

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

Courts and Public Safety Committee

There will be a committee meeting on **Thursday, September 12, 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: Tim Beggs

Committee Vice-Chair: Craig Hardy

Presenter	Description	Item #
Chair	Call to Order Roll Call Approval of Minutes from August 8, 2024 Page 4 Changes to the Agenda Approval of the Agenda Public Comment (<i>state your name, current address, and agenda item or topic</i>)	
Jeff Stockhill, Director of North Operations, Life EMS	Life EMS 3 rd Quarter Report Pages 5 - 10	
Troy Maloney, Emergency Management Director	CodeRed/IPAWS (Integrated Public Alert & Warning Systems) Memorandum of Understanding Agreements with Muskegon and Mason Counties Pages 11 - 17	2024-95
Administrator Byard	Animal Control Ordinance #2024-07 Pages 18 - 60	2024-96
Administrator Byard	Courthouse Security Contract Pages 61 - 69	2024-97
Undersheriff Ryan Schiller	Sale of Surplus Property Page 70	2024-98
	DEPARTMENT HEAD REPORT	
	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, August 8, 2024 at 10:00 a.m. in the Board Conference Room.

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

Also Present: Mr. Craig Mast, Oceana County Sheriff; Mr. Troy Maloney, Oceana County Emergency Manager; Ms. Byard, Oceana County Administrator; and Ms. Anderson, Oceana County Clerk.

Moved by Mr. Hardy and seconded by Mr. Erickson to approve the minutes of the July 11, 2024, Courts and Public Safety Committee Meeting.

Voice vote. Motion carried.

Chairperson Beggs asked if there were any changes to the agenda. Ms. Byard reported that there will not be a report from Life EMS due to unforeseen issues.

Moved by Mr. Erickson 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

Ms. Byard brought the Indigent Defense Managed Assigned Counsel Administrator Independent Contractor Agreement.

Department Head Report

Sheriff Mast reported that currently there are 52 inmates in the jail. He also reported they are conducting interviews to fill a vacancy in the corrections department. Sheriff Mast noted the 1st Annual National Night Out (August 6, 2024) was held at the Shelby Township Park and added it was a huge success.

Mr. Walker thanked Sheriff Mast for his involvement in a meeting which took place on August 7, 2024 with several others where the topic of discussion was the use of funds from the opioid settlement. He also indicated there will be a formal committee for this purpose.

Mr. Troy Maloney, Oceana County Emergency Manager, agreed with Sheriff Mast that the National Night Out event was very successful. He also noted there will be Active Assailant training for all departments. There will be a basic class as well as an advanced class offered. In addition, a Fire Drill is in the planning stages. The Active Assailant and the Fire Drill will take place in October.

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 10:13 a.m.

Respectfully submitted,

Amy L. Anderson
Oceana County Clerk

Life EMS Ambulance of Oceana County
Ambulance Report
April 1 through June 30, 2024

At Life EMS, we consider it a privilege to serve the residents and visitors of Oceana County. We thank you for the opportunity to provide excellent pre-hospital emergency care.

During this reporting period, Life EMS completed 784 ambulance transports and on-scene assessments in Oceana County. This represents an increase of 70 when compared to the same time period last year.

The Electric Forest Festival once again created a very busy month of challenges for both field associates and leadership. We have a significant number of hours consumed with planning, logistics, and scheduling. Our local supervisors keep on top of the day-to-day issues extremely well, allowing Jim and I to focus on coordinating the logistical aspects of our EMS transport function at the festival. In addition to our own responsibilities, we also handle oxygen supply orders and medical waste supplies and collection for National Event Services, the onsite medical service provider. It's no small feat staffing the 598-man hours required to cover the twenty-five 12 hour shifts scheduled at the event (not including shift prep and travel time). We were fortunate to have Montcalm County EMS partner with us again, covering six of the shifts. The remaining 19 shifts were covered by Life EMS associates from several operations. A total of 23 patients were transported from the event, 5 by Montcalm County and the remaining 18 by Life EMS. This was a significant decrease from last year, likely attributed to the lack of dry, dusty conditions that were present at last year's event.

On May 6th West Shore Community College held a graduation ceremony for their EMS students. Life EMS, as well as several other agencies in the region, supported the event with a large display of emergency vehicles.

National EMS week was celebrated May 19-25. It was our pleasure to recognize the efforts of our Oceana County staff, and their families, by holding a cookout for the EMS Week dinner. Jim and I fired up our smokers and prepared ribs and pulled pork, something the associates anticipate every year. Once again, we had a very good turnout of staff and their families for this event. Two of our company vice presidents, and company president Mark Meijer also attended. Our local supervisors prepared a large breakfast and bought lunches on a few days as well. Our associates expressed appreciation to the leadership team for serving them during the week. This year each associate received a Life EMS polo shirt as a small token of appreciation for their dedication.

There were 14 requests for fire standbys during this reporting period totaling over 10 hours of coverage for the health and safety of local firefighters.

Thank you for allowing us to serve the residents, visitors, and families of Oceana County.

Respectfully submitted,
Jeff Stockhill
Director of North Operations
Life EMS Ambulance



Life EMS Ambulance of Oceana County
For the Period Beginning 04/01/2024 and Ending 06/30/2024
Response Information

Transport Disposition	MED 1	MED 2	MED 3	Total
Cancelled Prior to Arrival	12	26	12	50
On Scene No Need	9	11	17	37
On Scene Treat No Transport	48	19	61	128
Transport Priority 1	16	2	3	21
Transport Priority 2/3	251	65	162	478
Total	329	123	253	705

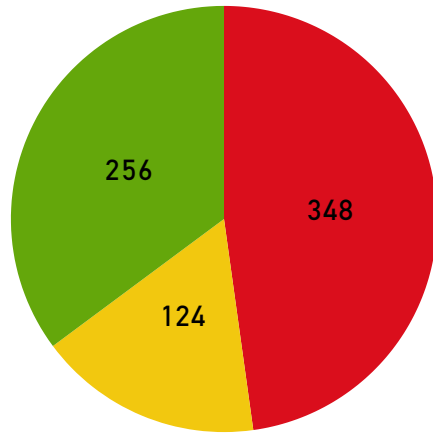
MED 1 Response Target
15 Minutes

MED 1 Compliance
89%

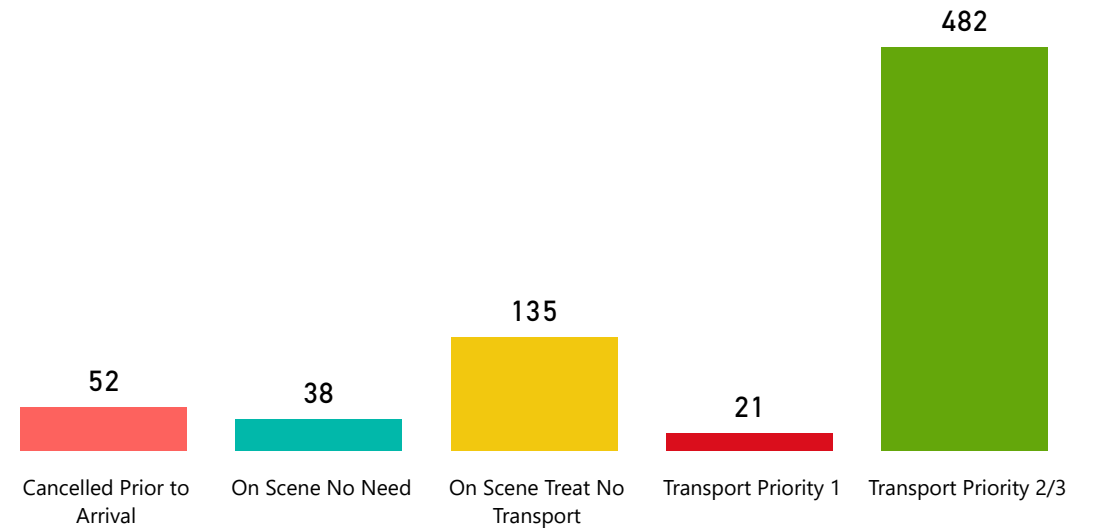
MED 1 Average
0:09:46

Emergency Response Detail

- MED 1
- MED 2
- MED 3



Transport Disposition Detail



Response Plan	0 - 2 Minutes	2 - 4 Minutes	4 - 6 Minutes	6 - 8 Minutes	8 - 10 Minutes	10 - 12 Minutes	12 - 14 Minutes	14 - 16 Minutes	16 - 18 Minutes	18 - 20 Minutes	20 - 22 Minutes	22 - 24 Minutes	24 - 26 Minutes	26 - 28 Minutes	28 - 30 Minutes	30 - 32 Minutes	32 - 34 Minutes	34+ Minutes	Exemptions	Total
MED 1	38	21	46	40	29	33	30	24	14	8	8	2							27	320
MED 2	5	5	13	11	10	12	12	10	6	6	1		5		1					97
MED 3	30	14	26	21	22	15	24	22	17	15	6	10	8	5	1	1	3	3		242



Life EMS Ambulance of Oceana County
 For the Period Beginning 04/01/2024 and Ending 06/30/2024
 Calls for Service With Response Time Falling Outside of MCA Guidelines

Id	Community	Date	Response Priority	CallTime	Response Time	Notes
4018092	Newfield Township	04/01/2024	MED 1	23:43:11	00:22:02	**Exemption Request- Distance**
4018300	Leavitt Township	04/02/2024	MED 1	01:34:06	00:20:25	**Exemption Request- Distance**
4019107	Pentwater Township	04/03/2024	MED 1	03:17:13	00:17:30	3 planned; 3 staffed; 3 available; 833 responded from Hart
4021059	Otto Township	04/05/2024	MED 1	08:24:27	00:20:13	Address put in wrong ;
4025588	Golden Township	04/08/2024	MED 1	11:15:44	00:17:36	831 enr from hart station, sup not in plan .
4025930	Otto Township	04/08/2024	MED 1	11:59:32	00:18:14	835 enr from shelby, closest unit available. distance. sup not in plan
4028541	Otto Township	04/10/2024	MED 1	20:48:48	00:21:59	
4031049	Benona Township	04/13/2024	MED 1	16:37:44	00:16:23	
4034415	Newfield Township	04/16/2024	MED 1	22:53:12	00:17:59	**Exemption Request- Distance**
4034874	Shelby Township	04/17/2024	MED 1	15:43:33	00:16:36	834 responding from Hart base, they were sent to the central post and acknowledged but did not move, 833 in Muskegon, 832 on transfer
4037278	Weare Township	04/20/2024	MED 1	03:01:11	00:19:47	responded from station ;
4038036	Newfield Township	04/21/2024	MED 1	07:43:56	00:18:09	**Exemption Request- Distance**
4043015	Newfield Township	04/26/2024	MED 1	23:08:09	00:18:07	**Exemption Request- Distance**
4043721	Greenwood Township	04/27/2024	MED 1	19:56:18	00:16:59	**Exemption Request- Distance**101 coming from fremont station - they were the closest truck 832 at shelby station - 8333 at hart and 835 on transfert
4044027	Grant Township	04/28/2024	MED 1	00:59:06	00:19:22	833 coming from hart station - 835 also there and 832 at Lakeshore
4046205	Grant Township	04/30/2024	MED 1	10:58:46	00:18:50	**Exemption Request-System Overload**COming from Lakeshore Hospital;3 staffed, planned and busy;WhiteLake unable to take
4046789	Elbridge Township	05/01/2024	MED 1	04:32:12	00:20:14	responding from station
4050108	Golden Township	05/02/2024	MED 1	17:57:47	00:16:11	
4050136	Golden Township	05/02/2024	MED 1	18:52:27	00:16:11	
4052167	Benona Township	05/04/2024	MED 1	18:40:51	00:25:47	**Exemption Request-System Overload**
4052637	Golden Township	05/05/2024	MED 1	04:25:32	00:16:33	responding from station ;
4052613	Leavitt Township	05/05/2024	MED 1	02:26:30	00:22:29	responded from hart station
4055583	Grant Township	05/07/2024	MED 1	21:44:02	00:20:47	831 enrout back from muskegon ;832 & 834 at hart
4054640	Leavitt Township	05/07/2024	MED 1	10:50:26	00:16:28	**Exemption Request- Distance**832 resp from the hart station, 835 en route to the shelby station. 831 on a transfer



Life EMS Ambulance of Oceana County
 For the Period Beginning 04/01/2024 and Ending 06/30/2024
 Calls for Service With Response Time Falling Outside of MCA Guidelines

Id	Community	Date	Response Priority	CallTime	Response Time	Notes
4058626	Grant Township	05/10/2024	MED 1	21:07:00	00:16:51	832 coming from Hart - 834 at hart station - & 831 on transfer
4062616	Grant Township	05/15/2024	MED 1	08:16:46	00:16:34	
4065217	Newfield Township	05/17/2024	MED 1	22:23:37	00:20:38	**Exemption Request- Distance**101 coming from fremont closest and easiest at address then oceana trucks
4065553	Newfield Township	05/18/2024	MED 1	03:26:25	00:17:35	**Exemption Request- Distance**101 coming from fremont;oceana trucks at staiton s
4066988	Greenwood Township	05/19/2024	MED 1	23:12:19	00:20:25	**Exemption Request- Distance**104 resp from WC station, call south of the river, 101 on call
4067705	Newfield Township	05/20/2024	MED 1	13:00:38	00:28:11	**Exemption Request- Distance**
4068163	Colfax Township	05/20/2024	MED 1	22:07:36	00:21:57	**Exemption Request- Distance**834 coming from hart station 831 at shelby station 835 in muskegon
4070164	Otto Township	05/22/2024	MED 1	23:49:42	00:21:01	
4071360	Elbridge Township	05/24/2024	MED 1	04:03:24	00:16:24	3 PLANNED; 3 STAFFED; 3 AVAILABLE; 832 RESPONDED FROM HART
4071775	Newfield Township	05/24/2024	MED 1	14:52:25	00:19:37	**Exemption Request- Distance**
4072412	Greenwood Township	05/25/2024	MED 1	07:34:36	00:21:27	**Exemption Request- Distance**104 enr from white cloud station, level 2 at time of call. had grant and white cloud truck. Sup not in plan
4073594	Leavitt Township	05/26/2024	MED 1	15:17:18	00:18:07	**Exemption Request- Distance**
4074288	Crystal Township	05/27/2024	MED 1	12:52:15	00:17:17	835 enroute from hart station, 834 at shelby station, 833 on transfer
4076681	Claybanks Township	05/30/2024	MED 1	05:08:03	00:16:10	
4076966	Leavitt Township	05/30/2024	MED 1	12:26:07	00:23:00	Delayed out of chute
4079038	Newfield Township	06/01/2024	MED 1	03:14:23	00:41:50	**Exemption Request- Distance**3 planned; 3 staffed; 2 available; 833 responded from Hart
4079480	Leavitt Township	06/01/2024	MED 1	15:53:27	00:18:30	Hart station ;1 truck responding to call in Montague (Oceana cnty) ;1 truck back in county from transfer
4081262	Ferry Township	06/03/2024	MED 1	12:55:38	00:21:40	834 resp from shelby
4081671	Ferry Township	06/03/2024	MED 1	22:29:01	00:18:21	
4084548	City of Hart	06/06/2024	MED 1	17:04:42	00:19:44	
4091912	Golden Township	06/13/2024	MED 1	20:29:28	00:16:11	835 resp from south of Oceana North post, multiple calls coming into the northern counties
4097405	Leavitt Township	06/18/2024	MED 1	21:29:23	00:21:50	**Exemption Request- Distance**832 coming from hart station - 834 at hart station and 835 at shelby station- 832 had eta of 7 in faster than 101 from fremont;
4100424	Otto Township	06/21/2024	MED 1	22:45:23	00:16:58	



Life EMS Ambulance of Oceana County
 For the Period Beginning 04/01/2024 and Ending 06/30/2024
 Calls for Service With Response Time Falling Outside of MCA Guidelines

Id	Community	Date	Response Priority	CallTime	Response Time	Notes
4103145	Golden Township	06/24/2024	MED 1	16:44:12	00:21:59	2 calls dropped in hart at once - 835 en route from shelby - 833 en route to a med 1 not breathing - medic 834 in muskegon - distance
4103331	Newfield Township	06/24/2024	MED 1	22:09:19	00:16:37	**Exemption Request- Distance**
4103687	Leavitt Township	06/25/2024	MED 1	03:54:38	00:29:11	**Exemption Request- Distance**
4103699	Newfield Township	06/25/2024	MED 1	04:31:29	00:22:02	**Exemption Request- Distance**
4104335	Leavitt Township	06/25/2024	MED 1	19:27:54	00:20:36	**Exemption Request- Distance**Truck coming from: responded from hart station;Staff trucks: 3;Busy trucks: 2;Supv in or out of plan: in;PICU/Neo: none
4104427	Elbridge Township	06/25/2024	MED 1	22:50:03	00:19:38	Reponded from call in area ;3 trucks on ;3 trucks planned ;2 trucks busy
4104431	Leavitt Township	06/25/2024	MED 1	23:00:25	00:24:12	**Exemption Request- Distance**Truck coming from: shelby station area;Staff trucks: 3;Busy trucks: 2;Supv in or out of plan: in;PICU/Neo: n/a
4106466	Leavitt Township	06/28/2024	MED 1	01:37:11	00:19:09	3 planned; 3 staffed; 3 available; 835 responded from Hart
4107682	Newfield Township	06/29/2024	MED 1	06:11:53	00:21:18	105 enroute from fremont, 101, 104 and 106 avail at stations

Tracy Byard

From: Troy Maloney
Sent: Thursday, August 1, 2024 10:52 AM
To: Tracy Byard
Subject: MOUs for BOC agenda
Attachments: Oceana-Mason mou ipaws 7-22-2024.docx; Oceana-Muskegon mou ipaws 7-22-2024.docx

Tracy,

In an effort to create a back-up plan for Oceana County and for our neighboring counties, to be able to send out public mass notifications (CodeRed/IPAWS) for each other, the federal government (FEMA) have created a Memorandum Of Understanding (MOU) that allows for county emergency managers to be able to back each other up in the event that a county needs assistance with notifying the public of an emergency. This requires the Board of Commissioners approval and signature.

Attached you will find two CodeRed/IPAWS (Integrated Public Alert & Warning Systems) Memorandum Of Understanding agreements between Oceana County & Muskegon County and Oceana County & Mason County to enable our neighboring county emergency managers to be able to send out emergency public alerts and notifications for Oceana County and for Oceana County's Emergency Manager to send out alerts for Muskegon and Mason Counties.

Currently, Oceana, Mason and Muskegon Counties all use CodeRed for their Integrated Public Alert & Warning Systems (IPAWS) . Newago County uses Nixle for their alerting software, which is not compatible with CodeRed software, thus why they are not included in this MOU request.

Once the participating counties sign their MOUs, the MOUs will be sent to the State of Michigan Division of Homeland Security who will sign off and forward the MOUs to FEMA for final approval. This process is very similar to the process we went through with our adoption of our Hazard Mitigation Plan.

Please let me know if this narrative properly describes my request for Board of Commissioners approval.

Sincerely,

Troy Maloney, PEM

Emergency Manager

Oceana County

844 S. Griswold St. Hart, MI 49420

O: 231-873-4473 / C: 231-742-3556

Oceana County Emergency Management
And
Mason County Emergency Management

Cross-Jurisdictional Memorandum of Understanding Regarding
Alert, Warning, and Notifications Sent Through
FEMA’s Integrated Public Alert and Warning System

Purpose:

The above-mentioned Alerting Authorities (AA) recognize the need for interagency cooperation to enhance public alerting capabilities. This Memorandum of Understanding (MOU) allows AAs to establish a backup AA to issue alert, warnings, and notifications (AWN) on their behalf, to their respective communities in the unlikely event the original AA is not able to perform that function.

Scope:

This MOU is effective as of **October 1st, 2024**, and will continue until revoked by one or all parties following the procedures listed in Section 7, Changes to the MOU. The MOU provides permission for the backup AA, established in this MOU, to issue AWN on behalf of the requesting AA only when express permission is granted by the requesting AA.

Parties to the MOU:

Oceana County EM

Oceana County
Troy Maloney
844 S Griswold
Hart, MI 49420
emergencymanagement@oceana.mi.us
Office phone: 231-742-3556
After hours phone: 231-742-3556
Approval to use the following:
○ Wireless Emergency Alerts
○ Emergency Alert System

Mason County EM

Mason County
Heath Scarbrough
408 Resseguie, Suite 100
Ludington, Mi. 49431
hscarbrough@masoncounty.net
Office phone: 231-845-5911
After hours phone: 231-690-8201
Approval to use the following:
○ Wireless Emergency Alerts
○ Emergency Alert System

Policy

All parties agree that in the event of an emergency incident requiring the activation of AWN, the AA requesting alerting on behalf shall provide the following information:

- The message content to be used in the WEA, EAS, and/or NWEM
 - The message content should address the following:
 - Identify the Sender
 - Identify the hazard
 - Affected area

- Action to take
- A URL to obtain more information
- The Activation Area
- The Duration of the Alert
- A Point of Contact to Maintain Communication During the Incident

For purposes of situational awareness, involved jurisdictions will inform each other as soon as possible of the need for alerting assistance.

The State Alerting Official must approve any MOU between alerting authorities establishing cross jurisdictional support prior to the MOU becoming valid.

This MOU will be reviewed by all parties every two years [or designated].

If changes are requested to the MOU, the requesting jurisdiction will submit the respective changes to all other parties. Each party will review and provide acceptance, modification or rejection to the requesting jurisdiction for consideration. Should all parties agree to the change(s), a new version of the MOU will be prepared for signature by all parties.

If a jurisdiction elects to revoke the MOU, the respective jurisdiction will notify all other parties of the MOU in writing with a 30-day notice.

The State Alerting Official (Signatory) needs to be notified of the ratification or any changes to the MOU including changes of participants. A completed copy of the MOU will be forwarded to the State Alerting Official, the FEMA IPAWS Program Management Office, and uploaded to the IPAWS Users Portal. The State Alerting Official has the right to immediately suspend or terminate any MOU between Alerting Authorities within their jurisdiction.

Procedures:

The jurisdiction providing alerting on behalf will use the following procedures:

1. Receive alerting request from the impacted jurisdiction(s)
2. Compose an IPAWS message that with message content coming from the impacted jurisdiction(s)
3. Send the IPAWS message
4. Verify message sent; notify the proper POC(s) from the impacted jurisdiction(s)
5. Coordinate further alerts with impacted jurisdiction(s), if necessary

The impacted jurisdiction(s) will use the following procedures:

1. Request assistance from adjoining jurisdiction detailed in this MOU
2. Provide message content to be used in the Awn
3. Monitor alert receipt from adjoining jurisdiction
4. Coordinate with jurisdiction providing alerting on behalf for any ongoing alerts, updates, and/or cancellations

Alerting Authority Signatures:

Troy Maloney
Emergency Manager
Oceana County

Heath Scharbrough
Emergency Manager
Mason County

County Authority Signatures:

Robert Walker
Board of Commissioners, Chairperson
Oceana County

Janet S. Andersen
Board of Commissioners, Chairperson
Mason County

State Alerting Official Signature:

Jaclyn Barcroft (insert date)
Emergency Communications Specialist
Emergency Management & Homeland
Security Division, Michigan State
Police

Oceana County Emergency Management
And
Muskegon County Emergency Services

Cross-Jurisdictional Memorandum of Understanding Regarding
Alert, Warning, and Notifications Sent Through
FEMA’s Integrated Public Alert and Warning System

Purpose:

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Scope:

This MOU is effective as of **10-1-2024** and will continue until revoked by on or all parties following the procedures listed in Section 7, Changes to the MOU. The MOU provides permission for the backup AA, established in this MOU, to issue AWN on behalf of the requesting AA only when express permission is granted by the requesting AA.

Parties to the MOU:

Oceana County EM

Oceana County
Troy Maloney
844 S Griswold
Hart, MI 49420
emergencymanagement@oceana.mi.us
Office phone: 231-742-3556
After hours phone: 231-742-3556
Approval to use the following:
○ Wireless Emergency Alerts
○ Emergency Alert System

Muskegon County EM

Muskegon County
Renee Gavin
1903 Marquette Ave Suite J-101
Muskegon, MI 49442
GavinRe@co.muskegon.mi.us
Office phone: 231-724-6341
After hours phone: 231-799-5111
Approval to use the following:
○ Wireless Emergency Alerts
○ Emergency Alert System

Policy

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4. Coordinate with jurisdiction providing alerting on behalf for any ongoing alerts, updates, and/or cancellations

Alerting Authority Signatures:

Troy Maloney
Emergency Manager
Oceana County

Renee Gavin
Emergency Manager
Muskegon County

County Authority Signatures:

Robert Walker
Board of Commissioners, Chairperson
Oceana County

XXXXXX XXXXXXXX
Board of Commissioners, Chairperson
Muskegon County

State Alerting Official Signature:

Jaclyn Barcroft (insert date)
Emergency Communications Specialist
Emergency Management & Homeland
Security Division, Michigan State
Police

**ANIMAL CONTROL ORDINANCE
COUNTY OF OCEANA, MICHIGAN
ORDINANCE NO. 2024-07**

The people of the County of Oceana, Michigan, do ordain:

ARTICLE 1

PURPOSE

The Board of Commissioners of the County of Oceana recognizes that Act 339 of the Public Acts of 1919, as amended, being sections 287.261-287.290 of the Michigan Compiled Laws, Act 426 of the Public Acts of 1988, being Sections 287.321-287.323 of the Michigan Compiled Laws as amended, and Act 368 of the Public Acts of 1978, being Section 333.1101-333.25211 of the Michigan Compiled Laws, and Act 207 of the Public Acts of 1970, as amended, being 287.291 of the Michigan Compiled Laws, constitute State Law for the regulation for dogs. The Board of Commissioners furthermore recognizes that animals require legal protection, that the property rights of owners and non-owners of animals need to be protected, and that the health, safety and welfare of the people in Oceana County will best be served by adoption of this Animal Control Ordinance.

ARTICLE 2

DEFINITIONS

Except as otherwise provided in the Exceptions to these Definitions, the following terms shall be defined as follows:

"Adequate Care" means the provision of sufficient food, water, shelter, and medical attention to maintain an animal in a state of good health.

"Agent in Control" means that person (s) having temporary custody and/or responsibility of said animal.

"Aggressive Animal" shall mean an animal that exhibits menacing behavior on public or private property including that of its owner or keeper. Menacing behavior shall include, but not be limited to:

charging, scratching, toppling, teeth-baring, snapping, growling, or other predatory mannerisms, directed at a person or other animal in a place where the person or other animal is legally entitled to be.

"Animal"

means any vertebrate other than human beings.

"Animal Control"

means those persons under the supervision of the Sheriff assigned to enforce the provisions of this ordinance.

"Animal at Large"

means the unrestrained wandering or roaming of any animal on a public walkway, roadway, highway or on property not owned or leased by its owner. Also includes animals on their owner's property not under direct control or sight of the owner.

"Animal Shelter Director" or "Director" means the person, under the general supervision of the County Administrator/Controller, who oversees the daily operation of the Animal Shelter. He/she is responsible for preparing and monitoring the departmental budget and ensuring compliance with appropriate legislation, supervises the work of employees at the Animal Shelter and assists in any classification as necessary.

"Animal Control Officer" means the persons who shall enforce this Ordinance and the Laws of the State regarding domestic animal control, dangerous domestic animals, and protection of the people and domestic animals of Oceana County.

"Approved Vaccine"

means a veterinary biological that is administered to an animal to induce immunity in the recipient and that is licensed by the United States Department of Agriculture and approved by the State Veterinarian for use in this state pursuant to the Animal Industry Act of 1987, Act No. 466 for the Public Acts of 1988, being Sections 287.701 to 287.747 of the Michigan Compiled Laws.

"Attack"

means the intent to cause injury or otherwise forcefully endanger the safety of people or other animals.

"Board of Commissioners" means the Oceana County Board of Commissioners.

"Cat" means an animal of any age of the species Felis Catus.

"County" means County of Oceana, State of Michigan.

"Dangerous Animal" shall mean an animal that bites or otherwise causes serious injury to a person or other animal on public or private property where the injured person or other animal is legally entitled to be, including the property of the animal's owner or custodian. An animal that is intentionally trained or conditioned to fight or guard, except for animals trained for law enforcement or service purposes while engaged in the activities for which they were trained, shall be considered a dangerous animal.

"Day" means any day the Oceana County government offices are scheduled to conduct business. It shall not include any Saturday, Sunday or holiday designated by the Board of Commissioners.

"Direct Control" means a situation in which a person, whether by voice command, or physical tether, can immediately affect or alter the actions of an animal so as to ensure that the animal does not trespass or otherwise violate this Ordinance.

"Dog" means an animal of any age solely of the species Canis Familiaris or Canis Lupus Familiaris.

"Domestic Animals" means those animals that have traditionally, through a long association with humans, lived in a state of dependence upon humans or under the dominion and control of humans and which have been kept as tame pets, raised as livestock, or used for commercial breeding purposes.

"Euthanasia" means the humane destruction of an animal accomplished by a method not prohibited by law that produces rapid unconsciousness and subsequent death without evidence of pain or distress, or a method that utilizes anesthesia produced

by an approved agent that causes painless loss of consciousness and subsequent death.

"Exhibition of Fighting" means a public or private display of combat between two or more animals in which the fighting, killing, maiming or injury of animals is a significant feature. It does not include demonstrations of the hunting or tracking skill of an animal or their lawful use for hunting, tracking, or self-protection.

"Farm" means the land, plants, animals, buildings, structures, including ponds used for agricultural or aquacultural activities, machinery, equipment and other appurtenances used in the commercial production of farm products.

"Farm Dog" means a dog or dogs owned and used for aiding a person engaged in a farm operation which remains on the property used for the farm operation.

"Farm Operation" means the operation and management of a farm or a condition or activity that occurs at any time as necessary on a farm in connection with the commercial production, harvesting, and storage of farm products.

"Farm Product" means those plants and animals useful to human beings. Produced by agriculture and includes, but is not limited to, forages and sod crops, grains and feed crops, field crops, dairy and dairy products, poultry and poultry products, cervidae, livestock, including breeding and grazing, equine, fish, and other aquacultural products, bees and bee products, berries, herbs, fruits, vegetables, flowers, seeds, grasses, nursery stock, trees and tree products, mushrooms, and other similar products, or any other product which incorporates the use of food, feed, fiber, or fur, as determined by the Michigan Commission of Agriculture.

"Groom" means to clean or care for.

- "Harbor"** means to feed or shelter an animal (s) for three (3) or more consecutive calendar days.
- "Hunting"** means allowing a dog to range freely within sight or sound of its owner while in the course of hunting legal game.
- "Kennel"** means any facility, except a duly licensed pet shop, where three (3) or more dogs are kept for breeding, sale, sporting, boarding or training purposes, for remuneration.
- "Large Carnivore"** means either of the following:
- (i) Any of the following cats of the Felidae family, whether wild or captive bred, including a hybrid cross with such a cat:
 - (1) A lion.
 - (2) A leopard, including, but not limited to, a snow leopard or clouded leopard.
 - (3) A jaguar.
 - (4) A tiger.
 - (5) A cougar.
 - (6) A panther.
 - (7) A cheetah.
 - (ii) A bear of a species that is native or nonnative to this state, whether wild or captive bred.
- "Law Enforcement Officer"** means any person employed or elected by the people of the State, or by any municipality, county, or township, whose duty is to preserve peace or to make arrests or to enforce the law and includes conservation officers and State Police.
- "Livestock"** means horses, stallions, colts, geldings, mares, sheep, rams, lambs, bulls, bullocks, steers, heifers, cows, calves, mules, jacks, jennets, burros, goats, kids and swine, and fur-bearing animals being raised in captivity.
- "MCL"** Michigan Compiled Laws
- "Mutilate"** means to destroy or disfigure a body part.

- "Muzzle"** means a device that when fitted upon an animal prevents it from biting any person or animal and which is made in a manner that will not cause injury to the animal or interfere with its vision or respiration.
- "Neglect"** means to fail to sufficiently and properly care for an animal to the extent that the animal's health is jeopardized.
- "Nuisance Animal"** shall mean an animal running at large on public or private property other than that of its owner or keeper, whose behavior constitutes a nuisance. Nuisance behavior shall include, but not be limited to: (a) making physical contact with a person or other animal in a harassing manner; (b) urinating or defecation; or (c) damaging inanimate personal property.
- "Official Interstate Health Certificate" or "Official Interstate Certificate of Veterinary Inspection"** means a printed form that records the information required by State Law and is issued within thirty (30) days before importation of the animal it describes.
- "Owner"** means a person having a right of property ownership in an animal, who keeps or harbors the animal or has the animal in his or her care or custody, or who permits the animal to remain on or about any premises occupied by the person. An owner does not mean a person who harbors an animal in the course of conducting a boarding, grooming, or training business, or a veterinary hospital, or a person who harbors an animal in violation of Act 309 of the Public Acts of 1939, being sections 287.301 to 287.308 of the Michigan Compiled Laws.
- "Owner's Agent"** means an individual authorized in writing by the owner or lessee of an animal to intervene on behalf of the owner or lessee to protect the animal, except in cases where the animal is in imminent danger of harm, in which case no written authorization is required.

- "Person"** means an adult individual, partnership, corporation, cooperative, association, joint venture, or other legal entity.
- "Pet"** means any animal kept for pleasure rather than utility.
- "Poultry"** means all domestic fowl, ornamental birds, and game birds possessed or being reared under authority of a breeder's license pursuant to Part 427 Breeders and Dealers of the Natural Resources and Environmental Protection Act, being Act No. 451 of the Public Acts of 1994, being Sections 324.42701 to 324.42714 of the Michigan Compiled Laws.
- "Provoke"** means to perform a willful act or omission that an ordinary and reasonable person would conclude is likely to precipitate the bite or attack of an ordinary dog or animal.
- "Quarantine"** means a state of enforced isolation. To detain in or exclude by quarantine, to isolate from normal relations or communication. An animal that has bitten or scratched, shall be kept in the owner's home or a secure structure that would not allow any other person or animal to come in contact with, except family members. Animals may be quarantined at a veterinarian's office or the Animal Shelter.
- "Rabies Suspect Animal"** means any animal, which has been determined by the Oceana County Health Department and/or the Michigan Department of Health and Human Services to be a potential rabies carrier and which has bitten or scratched a human, or any animal which has been in contact with or bitten by another animal which is a potential rabies carrier, or any animal which shows symptoms of rabies.
- "Sanitary Conditions"** means space free from health hazards including excessive animal waste, overcrowding of animals, or other conditions that endanger the animal's health. This does not include a condition resulting from a customary and reasonable practice pursuant to farming and animal husbandry.

- "Secure Structure"** means a four (4) sided structure with an enclosed top constructed of the same material as the sides. The sides must be at least six (6) feet high, with a concrete or buried fence floor. The door must be locked at all times.
- "Serious Injury"** means permanent, serious disfigurement, serious impairment of health, or serious impairment of a bodily function of a person.
- "Service Dog"** means any dog which is trained or being trained to aid a person who is blind, deaf or audibly impaired, or otherwise MCL 287.291; (1970 PA 207).
- "Shelter"** means adequate protection from the elements, suitable for the age and species of the animal to maintain the animal in a state of good health, including structures or natural features such as trees and topography. Shelter is not required for livestock if there is a natural wind break such as a grove of trees.
- (1) Dogs shall have a waterproof four (4) sided structure, of appropriate size with a roof and floor.
 - (2) Livestock shall have a sound, three (3) sided, roofed structure of appropriate size or wind break providing equivalent protection.
- "Sheriff"** the Oceana County Sheriff or his/her designee.
- "State"** means the State of Michigan.
- "State of Good Health"** means free from disease and illness, and in a condition of proper body weight and temperature for the age and species of the animal, unless the animal is undergoing appropriate treatment.
- "Sterilized"** means an animal which has, by virtue of a surgically performed castration or ovariectomy or other recognized veterinary procedure, been rendered incapable of sexual reproduction.

"Threaten"	means to give sign or warning of danger.
"Torment"	means to cause, by an act or omission, unjustifiable pain, suffering, or distress to an animal, or cause mental and emotional anguish in the animal as evidenced by its altered behavior for a purpose such as sadistic pleasure, coercion, or punishment that an ordinary and/or reasonable person would conclude is likely to precipitate a bite or attack.
"Torture"	means to cause either severe physical or mental suffering.
"Treasurer"	means the Treasurer of the County of Oceana.
"Veterinarian"	means a person licensed to practice veterinary medicine as required in or under the Public Health Code, Act No. 368 of the Public Acts of 1978, being 333.18811 of the Michigan Compiled Laws, such other applicable State or Federal Law.
"Water"	means sufficient drinkable water that is suitable for the age and species of the animal and made regularly available unless otherwise directed by a licensed veterinarian.
"Wolf"	means an animal of the species <i>Canis Rufus</i> or <i>Canis Lupus</i> but does not include an animal of the species <i>Canis Lupus Familiaris</i> .
"Wolf-Dog Cross"	means a canid resulting from the breeding of any of the following: <ol style="list-style-type: none"> (1) A wolf with a dog. (2) A wolf-dog cross with a wolf. (3) A wolf-dog cross with a dog. (4) A wolf-dog cross with a wolf-dog cross.
Exceptions	An animal shall not be considered a nuisance, aggressive or dangerous animal where its act is caused by; (a) an illness or injury suffered by the animal at the time of the act; (b) the negligent or reckless conduct of any person to whom the act is directed; (c) lawful hunting while the animal is under the control of its owner or custodian; or (d) defense of the animal's

owner, or members of the owner's family or household, or their property.

ARTICLE 3

ANIMAL CONTROL OFFICERS DUTIES, AUTHORITY AND RESPONSIBILITIES

- Section 3.1** The Oceana County Board of Commissioners shall employ an Animal Shelter Director who shall work with Animal Control as necessary, and in accordance with County budgetary and personnel policies.
- Section 3.2** It shall be the responsibility of the Sheriff, Animal Shelter Director and/or Animal Control Officers to enforce the provisions of this Ordinance.
- Section 3.3** The Sheriff, Animal Shelter Director and Animal Control Officers shall enforce this Ordinance and State Statutes as amended pertaining to control, regulation, and protection of dogs and other animals, including, but not limited to issuance of tickets, citations, or summonses to persons in violation of this Ordinance and/or State Statutes, and may make a complaint to the appropriate judicial or administrative authorities.
- Section 3.4** The Sheriff, Animal Shelter Director and Animal Control Officers shall wear satisfactory identification and carry a picture identification card when enforcing this Ordinance and State Laws and shall be sworn in as a Special Deputy of the Oceana County Sheriff.
- Section 3.5** Animal Control Officers shall act reasonably and with the exercise of judgment in the enforcement of the State Law and County Ordinance in reference to animals. The duties of the Sheriff, and Animal Control Officers, in addition to those

stated elsewhere in this Ordinance and State Statutes, shall include the following:

- 1) Take up and place in the County Animal Shelter all dogs or other animals, found running at large or being kept or harbored any place within the County contrary to the provisions of this Ordinance or the Statutes of the State. In the event the County Animal Shelter's facilities are inadequate for holding the type of animals seized, such as livestock and poultry, pursuant to this Ordinance and State Law, such animals shall be placed in such alternative facilities as authorized by the Board of Commissioners and permitted by the Statutes of the State.
- 2) Seize and impound, or require its owner to quarantine, all domestic animals which are rabies suspects, for examination for disease in accordance with Article 8 of this Ordinance and/or the Statutes of the State.
- 3) In accordance with the provisions of this Ordinance, to enter upon private premises except a building designated for and used for residential purpose, for the purpose of inspecting same to determine the harboring, keeping or possessing of any dog (s) or other animal (s) and whether the owners of said animals have complied with the appropriate provisions of this Ordinance and the Statutes of the State. To either seize and take with him any animals or allow sufficient time to permit the vaccination and licensing of dogs for whom no license had been procured in accordance with this Ordinance and the Statutes of the State or for any other violation hereof. The provisions of this subsection shall specifically include, but not be

limited to, investigation of or seizure for cruelty to animals.

- 4) Investigate complaints of dogs or other animals alleged to be dangerous to persons or property and take such actions as authorized by State Statutes or County Ordinance, including seizing, taking up, and impounding such animals.
- 5) Investigate complaints of cruelty to dogs or other animals, livestock or poultry and to take such actions as authorized by State Statutes or County Ordinance, including, seizing, taking up and impounding any dog or other animal, livestock or poultry which has been subject to such cruelty. Animals seized for cruelty may be held as evidence, fostered, adopted or euthanized, after an evaluation and medical exam by shelter staff and/or veterinarian at the direction of the Shelter Director.
- 6) If authorized by the Treasurer, carry a book of receipts properly numbered in sequence for accounting purposes, for the issuing of dog licenses as provided in this Ordinance and shall issue such dog licenses in accordance herewith. The Animal Shelter Director and Animal Control Officers, if authorized by the Treasurer, shall also perform, in conjunction with the Treasurer, such other duties assigned to the Treasurer by this Ordinance and the Statutes of the State regarding issuance, transfer and replacement of dog and kennel licenses and tags. While authorized by the Treasurer to perform such duties, the Animal Shelter Director and Animal Control Officers shall ensure that the original of all records evidencing the performance of such duties

are turned over to the Treasurer not less than monthly with copies of said records retained at the office of the County Animal Shelter. All fees and monies collected by the Animal Shelter Director and Animal Control Officers as herein provided, shall be accounted for and turned over to the Treasurer on or before the first of each and every month, or more often, if reasonably necessary under the standard practices of the Treasurer's accounting system.

- 7) Perform such other duties relating to the enforcement of this Ordinance and State Statutes as the Board of Commissioners may, from time to time, assign to the Sheriff, Animal Shelter Director and Officers.

ARTICLE 4

SHELTER OPERATION, IMPOUNDMENT, RELEASE AND DISPOSAL

Section 4.1

The Animal Shelter Director shall operate and maintain an adequate facility as a shelter to receive, care for and safely confine any animal in the Animal Control Officer's custody under provisions of this Ordinance. The Animal Shelter shall be accessible to the public during the days and hours in which County Offices are open and/or such other hours as may be authorized by the Board of Commissioners.

Section 4.2

An Animal Control Officer may impound and hold at the shelter any animal when it is the subject of a violation of this Ordinance, or State Laws, when it requires protective custody and care because of mistreatment or neglect by its owner, when it is voluntarily donated by its owner for disposition or when otherwise ordered impounded by a court.

Section 4.3

An animal shall be considered impounded from the time an Animal Control Officer takes physical custody of the animal.

Section 4.4

Impoundment is subject to the following holding periods and notice requirements:

- 1) An animal whose ownership is known by Animal Control, or the Animal Shelter shall be held for a minimum of seven (7) days after the date of mailing a notice to the owner regarding the impoundment of the animal. Notice of impoundment shall be sent to the owner by certified mail within forty-eight (48) hours from the time of impoundment. This notice shall advise the owner of the impoundment, the date by which redemption must be made and that there will be fees payable prior to release. The Animal Shelter Director shall maintain a record on each identifiable animal acquired indicating a basic description of the animal, the date it was acquired and under what circumstances. The record shall also indicate the date the notice of impoundment was sent to the owner of the animal and subsequent disposition of the animal.
- 2) An animal whose ownership is not determinable shall be held a minimum of four (4) days after its impoundment.
- 3) Animals held for periods prescribed under this section and not redeemed by their owner shall be subject to disposition.

Section 4.5

Disposition of animals shall be made as follows:

- 1) Any animal impounded shall be released to its owner or the owner's authorized agent (with written permission) if redeemed within the period set forth in this section, upon payment of fees for impoundment and care including actual cost of veterinary care incurred while held in the Animal Shelter provided the

owner is in compliance with provisions of this Ordinance and State Statutes, including licensing and vaccination requirements; or

- 2) Any animal held for the prescribed period and not redeemed by its owner, and which is neither a potentially dangerous animal nor in a dangerous condition of health, may be released for adoption subject to Section 4.6; or
- 3) Any animal held for the periods prescribed under this section without redemption or adoption may be disposed of by euthanasia, except that livestock and poultry may be sold in accordance with State Statutes; or
- 4) Provisions of this section regarding holding periods do not apply to any animal which is sick or injured to the extent that the holding period would cause the animal undue suffering, or where the animal is deemed so aggressive that the animal poses a safety risk to County employees or other persons, in the judgment of the Animal Shelter Director or Animal Control Officer, or to any animal voluntarily delivered to the Animal Shelter by the owner thereof requesting humane destruction. Such animals may be disposed of by euthanasia at any time; or
- 5) Animals shall be disposed of in accordance with Animal Shelter policies except that live animals may not be sold for research.

Section 4.6

A dog or cat may be released for adoption subject to the following conditions:

- 1) The dog or cat has not been recovered by its owner and the required holding period has expired or the

owner of the dog or cat has signed its ownership rights over to Animal Control.

- 2) The adoptive owner shall pay the applicable adoption fee and sign the purchase agreement.
- 3) In the case of a dog or cat that, based on the veterinarian's opinion, cannot have spay/neuter surgery, the adoptive owner shall pay a surgical prepayment deposit which shall be refundable upon furnishing written certification by a licensed veterinarian that the animal has been sterilized by spaying or neutering;
- 4) The adoptive owner shall sign a written agreement to sterilize an adopted dog or cat within thirty (30) days of adoption or upon the animal's attaining six (6) months of age, whichever event occurs last. Failure to comply with the agreement shall result in a forfeiture of the amount deposited under paragraph three (3) of this section, and the Animal Shelter Director may require return of the adopted dog or cat to the Animal Shelter.

Section 4.7

The Animal Shelter Director or Animal Control Officer may decline to release an animal for adoption under any of the following circumstances:

- 1) The prospective adoptive owner has been convicted of the crime of cruelty to animals within the previous five (5) years;
- 2) The existence of other circumstances which, in the opinion of the Animal Shelter Director or Animal Control Officer, would endanger the health, safety or welfare of people or animals.

Section 4.8

Seizure of Mistreated Animals.

- 1) The Court may order the seizure of an animal by a law enforcement agency, for its care and protection upon a finding of probable cause to believe the animal is being cruelly treated, neglected or abandoned. Such probable cause may be established upon sworn testimony of any person who has witnessed the condition of the animal. The Court may appoint an animal control agency, agent of an animal shelter organization, veterinarian or other person as temporary custodian for the animal, pending final disposition of the animal pursuant to this section. Such temporary custodian shall directly contract and be responsible for any care rendered to the animal and may make arrangements for such care as may be necessary. Upon seizure of an animal, the law enforcement agency responsible for removal of the animal or the Animal Control Officer shall serve notice upon the owner of the animal, if possible, and shall also post prominently a notice to the owner or custodian to inform the person that the animal has been seized. Such process and notice shall contain a description of the animal seized, the date seized, the name of the agency seizing the animal, the name of the temporary custodian, if known at the time, and shall include a copy of the order of the Court authorizing the seizure.
- 2) Within five (5) days of seizure of an animal, the owner of the animal may request a hearing in the Court to determine whether the owner is able to provide adequately for the animal and is fit to have custody of the animal. The Court shall hold the hearing within

fourteen (14) days of receiving the request. The hearing shall be concluded and the Court Order entered thereon within twenty-one (21) days after the hearing is commenced. Upon requesting a hearing, the owner shall have three (3) business days to post a bond or security with the Court Clerk in an amount determined by the Court to be sufficient to repay all reasonable costs sufficient to provide for the animal's care. Failure to post such bond within three (3) days shall result in forfeiture of the animal to the Oceana County Animal Shelter. If the temporary custodian has custody of the animal upon the expiration of the bond or security, the animal shall be forfeited to the Oceana County Animal Shelter, unless the Court orders otherwise.

- 3) In determining the owner's fitness to have custody of an animal, the Court may consider, among other matters:
 - (a) Testimony from law enforcement officers, Animal Control Officers, animal protection officials, and other witnesses as to the condition the animal was kept in by its owner or custodian.
 - (b) Testimony and evidence as to the type and amount of care provided to the animal by its owner or custodian.
 - (c) Expert testimony as to the proper and reasonable care of the same type of animal.
 - (d) Testimony from any witnesses as to prior treatment or condition of the animal or other animals in the same custody.

- (e) Violations of laws relating to animal cruelty that the owner or custodian has been convicted of prior to the hearing.
 - (f) Any other evidence the court considers to be material or relevant.
- 4) Upon proof of costs incurred as a result of the animal's seizure, including, but not limited to, veterinary care and boarding, the Court may order that the animal's owner reimburse the temporary custodian for such costs. A lien for authorized expenses is hereby created upon all animals seized under this section, and shall have priority to any other lien on the animal.
- 5) If the Court finds the owner of the animal is unable or unfit to adequately provide for the animal, or that the animal is severely injured, diseased, or suffering, and, therefore, not likely to recover, the court may order that the animal be permanently forfeited and released to the Oceana County Animal Shelter to be euthanized.
- 6) Upon notice and hearing as provided in this section, or as a part of any proceeding conducted under the terms of this section, the Court may order that other animals in the custody of the owner that were not seized be surrendered and further enjoin the owner from having custody of other animals in the future.
- 7) If the Court determines the owner is able to provide adequately for, and have custody of, the animal, the Court shall order the animal to be claimed and removed by the owner within seven (7) days after the date of the order.

- 8) Nothing in this section shall be construed to prevent or otherwise interfere with a law enforcement officer's authority to seize an animal as evidence or require Court action for the taking into custody and making proper disposition of animals as authorized in Article 4, Section 4.2

ARTICLE 5

DOG LICENSING

Section 5.1 It shall be required that any dog four (4) months of age or older shall be licensed.

Section 5.2 The owner of any dog four (4) months old or over shall apply to the County Treasurer or his/her authorized agent where the owner resides in writing for a license for each dog owned or kept by him/her. Such application shall state the breed, sex, age, color, and markings of such dog and the name and address of the previous owner. Such application for a license shall be accompanied by proof of a valid certificate of vaccination for rabies, with a vaccine licensed by the United States Department of Agriculture, signed by an accredited veterinarian.

Section 5.3 The person who becomes an owner of a dog that is four (4) or more months old and that is not already licensed shall apply for a license within thirty (30) days from the date the owner acquired the dog. A person who owns a dog that becomes four (4) months old that is not already licensed shall apply for a license within thirty (30) days after a dog becomes four (4) months old.

Section 5.4 The owner shall provide every licensed dog with a substantial collar, to which a license tag approved by the Michigan Department of Agriculture, shall be securely attached and

displayed on the animal at all times, except when the dog is engaged in lawful hunting or farming practices and accompanied by its owner.

Section 5.5

The license and license tag are assigned to the dog and are not transferable to another dog. They shall remain with the dog upon transfer to another owner within Oceana County. The last registered owner shall notify the Oceana County Treasurer's Office so that it may note such transfer upon its records. This Ordinance does not require the procurement of a new license, or the transfer of a license already secured, when the possession of a dog is temporarily transferred, for the purpose of hunting game, or for breeding, trial, or show, in the State of Michigan.

Section 5.6

A dog displaying a license tag from another Michigan County shall not require licensing in Oceana County until expiration of the current license, provided that the dog remains in the possession of the owner to whom the license was issued.

Section 5.7

If the Oceana County dog license tag is lost, it shall be replaced without charge (one time only) by the Oceana County Treasurer's Office upon application by the owner of the dog, and upon production of such license and a sworn statement of the facts regarding the loss of such tag.

Section 5.8

Fees shall be waived for licenses issued for any service dog upon presentation of an affidavit by the dog's owner. The waiver shall apply to all subsequent licenses issued to that dog so long as it remains the property of the person named in the affidavit.

Section 5.9

A penalty equal to twice the applicable license fee shall be charged to any person who fails to apply for an initial license or a renewal license within the times specified.

- Section 5.10** No dog shall be exempt from the rabies vaccination requirements set forth in this Ordinance, unless there is a valid medical reason supplied in writing by a licensed veterinarian.
- Section 5.11** No owner shall purchase a license for a dog at the sterilized price unless the dog is sterilized.
- Section 5.12** Fees are to be set by the Oceana County Board of Commissioners as authorized by State Statutes.
- Section 5.13** Any dog not licensed or found not wearing a current license may be seized by an Animal Control Officer or law enforcement officer and held at the Animal Shelter. Upon termination of dogs' and other animals' statutory holding periods, dogs and other animals become the property of the Animal Shelter.
- Section 5.14** None of the provisions of this Ordinance shall be construed as requiring the licensing of any dog imported into Oceana County from outside the State for a period not to exceed thirty (30) days for show, trial, breeding or hunting purposes.
- Section 5.15** For grandfathered owners of wolf-dogs, a fee of not less than \$25.00 yearly will be set by the Board of Commissioners for people who own a wolf-dog cross as described in PA. 246 of 2000 as amended.
- Section 5.16** A fee of not less than \$25.00 yearly will be set by the Board of Commissioners for grandfathered owners of large carnivore(s) as described in PA. 274 of 2000 as amended.

ARTICLE 6

KENNEL LICENSING

- Section 6.1** Any person who owns, keeps or operates a kennel may, in lieu of individual licenses required for dogs under this Ordinance and under the Statutes of the State of Michigan apply to the County Treasurer's Office or Animal Shelter for a

kennel license entitling that person to own, keep or operate such kennel in accordance with applicable Laws of the State. A kennel license is required for the dogs in the kennel. All dogs in the kennel covered by the kennel license must be kept for sale, boarding, breeding, training or sporting purposes for remuneration. Pets must be licensed individually and will not be covered under the kennel license.

Section 6.2

In order to obtain a kennel license, any person who owns, keeps or operates a kennel at any single location within the boundaries of Oceana County except in cities, villages, or townships with their own animal control agency, shall;

(1) within thirty (30) calendar days prior to the start of such operation, or; (2) a person which has been previously issued a kennel license shall apply for a new kennel license by June 1 of each year, to the Animal Shelter, which shall issue such license if the kennel is in compliance with Sections 10 and 11 of Act 339, of the Public Acts of 1919, as amended, being Sections 287.270 and 287.271 of the Michigan Compiled Laws , and with any applicable ordinance of the city, village or township in which it is located. The Animal Shelter will not issue a kennel license to any person who has been denied a kennel license by the city, village or township where they reside.

Section 6.3

Failure to apply for a kennel license within the prescribed time limits or operating a kennel without a license will result in a doubling of the applicable fee and/or a citation being issued.

Section 6.4

The Animal Control Officer shall have the right to inspect any kennel in the County of Oceana in order to determine whether said kennel is in compliance with this Ordinance and the State Statute. If the kennel has been issued a license, it shall be the duty of the Animal Control Officer to suspend said license

if, in the Officer's opinion, conditions exist which are not in compliance with this Ordinance, Section 10 of Act 339 of the Public Acts of 1919, as amended, being Section 287.270 of the Michigan Compiled Laws and the rules of the Michigan Department of Agriculture, pending correction of such conditions, and further shall have the ability to revoke said license if such conditions are not corrected within a designated reasonable time.

Section 6.5

All licensed kennels shall be required to have double fencing. The fence on the outer perimeter shall be constructed in such a manner as to prevent stray animals and people from making direct contact with kennel animals. Exceptions to the above would be:

1) solid fence such as a solid privacy fence and/or 2) animals kept inside a building or solid structure.

Section 6.6

Any dog kennel which under Michigan State Law is to be covered by a license shall be of such construction as will adequately and comfortably house any dogs kept therein during any season of the year. The buildings, including walls and floor, shall be of such construction as to be readily cleaned and kennels and yards connected therewith used to confine kennel dogs shall be kept clean and free from accumulation of filth and debris.

Section 6.7

Dogs kept or maintained in connection with such kennels shall be furnished with a clean, fresh water supply and adequate and proper food to maintain such animals in a state of good health.

Section 6.8

Any kennel dog four (4) months old or older must have a current rabies vaccination as evidenced by a valid certificate of vaccination for rabies with a vaccine licensed by the United States Department of Agriculture, signed by an accredited

veterinarian. Failure to comply with this requirement shall be a violation of this Ordinance and subject the dog's owner to the penalties set forth in Article 13.

Section 6.9

Fees are to be set by the Oceana County Board of Commissioners as authorized by State Statutes.

ARTICLE 7

PROHIBITIONS AND REGULATED CONDUCT

Section 7.1

It shall be a violation of this Ordinance:

- 1) For any animal to engage in any of the behaviors described in Article 9 (Classification of Animals).
- 2) For a dog in heat (estrus) to be accessible to a male dog except for intentional breeding purposes.
- 3) For an animal to be within or on a motor vehicle at any location under such conditions as may endanger the health or well-being of the animal, including, but not limited to dangerous temperatures, lack of food, water or proper care. Any Animal Control Officer, or law enforcement officer is authorized to use reasonable force to remove an animal from a vehicle whenever it appears that the animal's health, safety or welfare is, or may be, endangered.
- 4) To abandon any domestic animal.
- 5) To knowingly place food or item of any description containing poisonous or other injurious ingredients in any area reasonably likely to be accessible to any animal except rodents.
- 6) To physically mistreat any animal by deliberate abuse, or neglect to furnish adequate care or shelter, including veterinary attention, or by leaving the animal

unattended for more than twenty-four (24) hours without adequate care.

- 7) For any animal to leave the confines of any officially prescribed quarantine area or be put outside unattended while under an officially prescribed quarantine.
- 8) For a dog not accompanied by its owner or owner's authorized agent to come closer than three (3) feet from a public walkway, roadway, highway, or adjoining property, except when the dog is in an area that is completely fenced in.
- 9) To interfere with, hinder, resist, oppose, obstruct, issue a false report, attempt to conceal animals or conceal ownership of an animal, or molest an Animal Control Officer in the performance of his/her duties, or for any person to remove any animal from an Animal Control vehicle or Animal Shelter property without permission of the Animal Shelter Director or Animal Control Officer.
- 10) To fail to comply with the requirements of this Ordinance or Federal or State Statutes applicable to keeping of an animal or a facility where animals are kept.
- 11) For livestock or poultry to run at large upon the premises of another or upon any public street, lane, alley or other public ground in the County unless otherwise specifically allowed.
- 12) To remove a collar or tag from any dog or other animal without the permission of its owner
- 13) To fail to take an animal to the Animal Shelter or Veterinarian after quarantine for inspection.

- 14) To tie, tether or chain a dog with a choke type collar.
- 15) To chain a dog on a chain that is not three (3) times the length of the dog from the tip of the dog's nose to the base of its tail, confine a dog on a chain or tied out for more than 4 hours unless the tie out permits movement over at least 30 square feet and allows the dog free access to a suitable shelter.
- 16) To tether a dog in violation of MCL 750.50(2)(g).
- 17) To violate any section of Public Act 274 of 2000, as amended, which regulates the ownership, possession and care of large carnivores, specifically large cats and bears.
- 18) To fail to keep a collar on a dog with an approved dog license affixed to the collar, unless the dog is engaged in legal hunting or farming practices.
- 19) To decoy or entice any dog or animal out of an enclosure or off the property of its owner, or seize, molest or tease any dog or animal while held or led by any person, or while on the property of its owner.
- 20) To fail to have any animal purchased from the Oceana County Animal Shelter sterilized on or before the date of the sterilization contract.
- 21) To fail to keep a dog in a prescribed secure structure as required by Court Order or by this Ordinance.
- 22) To violate any section of the Wolf-Dog Cross Act, Public Act 246 of 2000 as amended, which regulates the ownership, possession and care of Wolf-Dog Crosses.

Section 7.2

It shall also be a violation of this Ordinance:

- 1) To fail to provide adequate shelter any time an animal is confined in such a manner that it is unable to seek

shelter no matter the length of time the animal is out in the weather.

- 2) To fail to provide sufficient and suitable water and food which would thus cause the animal to suffer thirst or hunger.
- 3) To kill any animal without just cause.
- 4) To torture, mutilate, maim, beat, or disfigure an animal.
- 5) For an animal to be caged or chained in such a manner as to allow it to become tangled, injured or to suffer undue stress.
- 6) To restrain an animal so that the weight of the animal's restraint does not allow the animal to comfortably raise his/her head or move.
- 7) To fail to keep an animal's area in good sanitary condition.
- 8) To confine an animal in such a fashion that the animal does not have a dry area to rest.
- 9) To fail to provide adequate grooming when the animal is in pain or distress, including but not limited to the following;
 1. Unable to lift head.
 2. Unable to urinate or defecate.
 3. Crying out in pain.
 4. Unable to rise or walk
 5. Fail to keep the eyes or ears free from infection or matted in such a way that it interferes with the animal's sight or hearing.

Section 7.3

It is unlawful for any person to fail to provide veterinary care when an animal is in pain or distress, including but not limited to the following:

- 1) In a state of emaciation.

- 2) Unable to rise and walk
- 3) Unable to urinate or defecate.
- 4) Crying out in pain.
- 5) Unable to eat or drink.
- 6) Suffering from unattended broken bones, wounds, burns or contusions.
- 7) Painful or difficult breathing.
- 8) Passing blood in urine, feces and/or vomit.
- 9) Presence of maggots or infested with other parasites.
- 10) Severe skin disease.
- 11) An injured or diseased animal, which shall be segregated from other animals to prevent the transmission of disease.

Section 7.4

It is unlawful to intentionally run down or otherwise abuse, harass or worry any animal with any vehicle including, but not limited to, a bicycle or motor vehicle, including a motorcycle or motorbike.

Section 7.5

In the event animals are used to give rides the following standards must be met and followed:

- 1) If the animal is not shod, it must be provided with footing (i.e.: grass, hay, wood shavings or dirt).
- 2) Twenty-minute breaks shall be given every two (2) hours or less as needed, with water and shade provided.
- 3) No animal shall be used if it appears to be lame or in distress.

Section 7.6

Reporting of found animals:

- 1) Any person who finds and harbors an animal without knowing the identity of its owner shall notify Animal Control and furnish a description of the animal within two (2) business days of finding the animal.

- 2) If the owner of the animal has not claimed it within seven (7) business days after the animal was reported found to the Animal Control, the finder may adopt the animal in accordance with applicable laws.

ARTICLE 8

CONFINEMENT OF ANIMAL AFTER BITING

Section 8.1

Any dog or other warm-blooded animal that shall bite or scratch a person or animal shall be handled in accordance with the "Michigan Rabies Assessment Flowcharts" procedures as established by the Michigan Department of Health and Human Services (MDHHS) for control of rabies and disposition of non-human agents carrying disease, including rabid animals. In the event that owner of such animal is unable to or fails to comply with any of the prescribed procedures, an Animal Control Officer shall take possession and custody of such animal and follow the prescribed procedure. The owner of such an animal shall bear the costs thereof. The owner of such animal must keep, maintain and confine or dispose of the animal as required by the procedures established by the MDHHS. If unwilling or unable to do so, failure to release custody of said animal to an Animal Control Officer, or when so directed failure to deliver said animal to a veterinarian clinic for confinement shall constitute a violation of this Ordinance.

Section 8.2

At the end of the required minimum ten-day confinement period, the animal must be taken to the County Animal Shelter to be inspected for visible health (i.e., clear eyes, nose, general body condition), vaccinations, and current license if any required.

Section 8.3

Confinement of ferrets shall be governed by Act 358 of the Public Acts of 1994, as amended, being Sections 287.893 - 287.901 of the Michigan Compiled Laws.

ARTICLE 9

CLASSIFICATION OF ANIMALS

Section 9.1

Dogs Running Stray. A person who owns or has custody or control of a dog shall prevent the dog from running at large. A person who owns or has custody or control of a dog shall, at any time the dog is off that person's property, restrain the dog with a lead or leash. When the dog and owner are near other people or other dogs, the leash shall be no greater than six (6) feet in length. Dogs that are tethered or roaming free behind an approved barrier on private property shall not constitute running astray or be found in violation of this ordinance.

Section 9.2

Quarantine. Every dog or cat or ferret which has bitten a person shall be quarantined for a period of not less than ten (10) days. Such quarantine shall be at the Animal Shelter, a veterinary office, or a place designated by the Animal Shelter Director. At the end of the quarantine period the animal shall be inspected for good health by the Animal Shelter. The owner shall surrender the dog, cat or ferret to the Animal Shelter Director upon request.

Section 9.3

Public Hazard. Any animal that is known to have bitten a person or other animal may be declared a public health hazard by the Animal Control Officer or Public Health Officer. At the Officer's discretion, the Officer may require that the animal be removed from the community, quarantined or confined in a manner specified by the Animal Control Officer.

Section 9.4

Defecation. A person who owns or has custody or control of an animal shall prevent the animal from defecating on any public or private property other than his own or shall immediately collect and properly dispose of all fecal matter deposited by the animal while it is off his property.

Section 9.5

Stray Livestock. A person who owns or has custody or control of livestock or poultry shall prevent such animals from running at large on public or private property without the consent of the property owner, provided, however, that this Section shall not prohibit leading or driving livestock, under the owner's or custodian's supervision, along a public highway.

Section 9.6

Nuisance, Aggressive or Dangerous Animal. A person who owns or has custody of a dog shall prevent the dog from engaging in nuisance, aggressive or dangerous behavior.

Section 9.7

Classification of Animals.

Purpose. The purpose of this Section is to establish a procedure whereby animals that pose a significant threat of causing serious injury to humans, other animals or property are identified and subjected to precautionary restrictions before any such serious injury occurs.

Classification of Levels of Dangerousness: An animal shall be classified as potentially dangerous or dangerous based upon specific behaviors exhibited by the animal. An animal will be considered a potentially dangerous animal if it exhibits behavior described in subsections (1) and (2) of this Section.

An animal will be considered a dangerous animal if it exhibits behavior described in subsections (3), (4) and (5).

- 1) Level I behavior is established if an animal at large is found to menace, chase, display threatening or

- aggressive behavior, or otherwise threaten or endanger the safety of any domestic animal.
- 2) Level 2 behavior is established if an animal at large is found to menace, chase, display threatening or aggressive behavior, or otherwise threaten or endanger the safety of any person.
 - 3) Level 3 behavior is established if an animal, while confined, aggressively bites or causes physical injury less than serious injury to any person.
 - 4) Level 4 behavior is established if an animal, while at large, aggressively bites or causes physical injury less than serious injury to any person or domestic animal.
 - 5) Level 5 behavior is established if:
 - (a) an animal, whether or not confined, causes the serious injury or death of any person; or
 - (b) an animal, while at large, kills or causes serious injury to any domestic animal; or
 - (c) an animal engages in or is found to have been trained to engage in exhibitions of fighting; or
 - (d) an animal that has been classified as a Level 3 or 4 dangerous animal repeats the behavior described in subsection (3) and (4) of this section after the owner receives notice of the classification level.
 - 6) Notwithstanding subsection (1) through (5) of this section, the Officer shall have discretionary authority to refrain from classifying an animal as potentially dangerous or dangerous even if the animal has engaged in the behaviors specific in subsections (1) through (5) of this section, if the Officer determines that the behavior was the result of:

- (a) A person trespassing on the property of the animal's owner.
- (b) A person provoking or tormenting the animal.
- (c) The animal responding in a manner that an ordinary and reasonable person would conclude was designed to protect a person if that person is engaged in a lawful activity or is the subject of an assault.
- (d) An injury to the animal.

Section 9.8

Identification of Potentially Dangerous Animals; Appeals; Restrictions Pending Appeal.

- 1) The Officer shall have authority to determine whether any animal has engaged in the behaviors specified in Section 9.7. This determination shall be based upon an investigation that includes a person's observation of and testimony regarding the animal's behavior, including the animal's upbringing and control of the animal. These observations and testimony can be provided by Oceana County Animal Control Officers or by other witnesses who personally observed the behavior. They shall sign a written statement attesting to the observed behavior and agree to provide testimony, if necessary, regarding the animal's behavior.
- 2) The Officer shall notify the owner or agent in control by certified mail or personal service of the animal's behavior and classification as a potentially dangerous or dangerous animal and of the additional restrictions applicable to that animal by reason of its classification. If the owner denies that the behavior in question occurred, the Officer may proceed pursuant

to Act 426 of the Public Acts of 1988, as amended, being Sections 287.321 - 287.323 of the Michigan Compiled Laws

- 3) Once the owner has received notice of the animal's classification as a Level 1, 2, 3 or 4 animal pursuant to Section 9.7, the owner shall comply with the restrictions specified in the notice.
- 4) If the Officer finds that an animal has engaged in Level 5 behavior, he shall order the owner to immediately turn the animal over to the Animal Control Shelter, an incorporated humane society, licensed veterinarian, or a boarding kennel, at the owner's option, to be retained until a hearing regarding the disposition of the animal. The owner shall notify the person who retains the animal of the pending hearing and shall notify the Animal Control Officer as to where the animal is to be held. The expense of the boarding, veterinary care and retention of the animal is the obligation of the animal's owner.
- 5) The imposition of regulations pursuant to this section shall not prevent the Officer from also filing a complaint with the District Court in accordance with Article 13.

Section 9.9

Regulation of Potentially Dangerous Animals. In addition to the other requirements of this Ordinance, the owner of a potentially dangerous animal shall comply with the following regulations:

- 1) If the animal has engaged in Level 1 behavior, the animal shall be restrained by a physical device or structure that prevents the animal from reaching any

public sidewalk or adjoining property whenever that animal is outside the owner's home and not on a leash. The Director may adopt administrative rules establishing specifications for the required device or structure.

- 2) If the animal has engaged in Level 2 behavior, the owner shall confine the animal within a secure enclosure whenever the animal is not held on a leash or inside the home of the owner. The secure enclosure must be located so as not to interfere with the public's legal access to the owner's property.
- 3) If the animal has engaged in Level 3 behavior, the owner shall meet the requirements of subsection (2) of this section and shall also post warning signs on the property in conformance with administrative rules to be adopted by the Director.
- 4) If the animal has engaged in Level 4 behavior, the owner shall meet the requirements of subsection (2) and (3) of this section and shall not permit the animal to be off the owner's property unless the animal is muzzled and restrained by an adequate leash and under the control of the owner or agent in control or is within a securely fastened enclosed structure.
- 5) Any animal that has been found to have engaged in Level 5 behavior as described in Section 9.7, may be euthanized upon a court order sought by Animal Control. After a show cause hearing, the Court shall order the destruction of the animal, at the expense of the owner if the animal is found to be a dangerous animal that caused serious injury or death to a person or an animal. The Court may order the destruction of

the animal, at the expense of the owner, if the Court finds that the animal is a dangerous animal that did not cause serious injury or death to a person but is likely in the future to cause serious injury or death to a person or in the past has been adjudicated a dangerous animal.

- 6) To ensure correct identification, all animals that have been classified as dangerous shall have an identification number tattooed upon the animal or a microchip placed in the animal, at the owner's expense, by or under the supervision of a licensed veterinarian. The identification Tattoo Number shall be assigned to the animal by the Michigan Department of Agriculture and shall be noted in its records pursuant to Act No 309 of the Public Acts of 1939, being Sections 287.301 to 297.308 of the Michigan Compiled Laws. The identification number shall be tattooed on the upper inner left rear thigh of the animal by means of indelible or permanent ink. The microchip shall be placed in the area recommended by the veterinarian in conjunction with the type of animal being microchipped.

Section 9.10

Reporting of Potentially Dangerous or Dangerous Animal.
Any person who observes or has evidence of animal behavior as described in Section 9.7 shall forthwith notify the Animal Shelter Director or Animal Control Officer.

ARTICLE 10

CONFINEMENT OF ANIMALS

Section 10.1

It shall be in violation of this Ordinance:

- 1) For any domestic animal, except cats, to run at large unless such animal is engaged in lawful hunting and accompanied by its owner, or is displayed in an exhibition, or engaged in work they have been trained for or are being trained for.
- 2) For any animal, except cats, to remain outside unattended if said animal is not confined by a leash, chain or fenced in yard (to include electronic fences).
- 3) For any animal, except cats, to cause damage to property, real or personal, of another person.

Section 10.2

Any person's animal, except cats, observed by Animal Control, that violates any of Section 10.1 three (3) times, as documented in prior reports, may be seized by an Animal Control Officer and held until the owner constructs a secure enclosure. The secure enclosure shall be constructed within ten (10) days. All costs incurred for the holding of an animal awaiting construction of an enclosure will be paid by the owner of the animal being held. The owner shall keep the animal in the secure structure at all times when not in the house or on a leash held by a responsible person.

Section 10.3

Owners of cats observed causing damage to property, real or personal, may be pursued through civil action by the property owner.

ARTICLE 11

TREASURER'S RECORDS AND DUTIES

Section 11.1

The Treasurer may make a comparison of his/her records of the dogs actually licensed in each city or township of the County with a report of the supervisors of said townships or assessors of said cities or the Animal Shelter Director, to determine and locate all unlicensed dogs.

Section 11.2

Every unlicensed dog subject to license under the provision of this Ordinance or the Statutes of the State is hereby declared to be a public nuisance, and the Treasurer may thereafter list all such unlicensed dogs as shown by the returns in his/her office of township supervisors, city assessors, and Animal Shelter Director and may deliver copies of such list to the Sheriff and the Director of the Michigan Department of Agriculture as well as those officers listed and set forth in Act 339 of the Public Acts of 1919, being 287.277 of the Michigan Compiled Laws , as amended.

Section 11.3

The Treasurer shall keep a record of all dog licenses issued during the year in each city and township in the County. Such records shall contain the name and address of the person to whom each license is issued. In case of all individual licenses, the records shall also state the breed, sex, age, color, and markings of the dog licensed. The records shall be a public record open to inspection during business hours. The Treasurer shall also keep an accurate record of all license fees collected by him/her.

Section 11.4

In all prosecutions for violation of this Ordinance, the records of the Treasurer's Office, or lack of same, showing the name of owner and the license number to which any license has been issued, and the licensed tag affixed to the collar or harness of the dog showing a corresponding number shall be prima facie evidence of ownership or non-ownership of any dog and of issuance or non-issuance of a dog license or tag.

**ARTICLE 12
FEES AND EXPENSES**

Section 12.1

Oceana County may make a census of the number of dogs owned by all persons in Oceana County, Michigan, in accordance with Statutes of the State. The Treasurer is hereby empowered to employ whatever personnel he/she reasonably believes necessary to conduct this census; such personnel shall receive for their services in listing such dogs, such sum as shall be set from time to time by the Board of Commissioners.

Section 12.2

The duties and obligations herein and imposed upon the respective designated officials may be delegated, by each of said officials, to their deputies with like force and effect.

Section 12.3

The fees and expenses as established by this Ordinance may be changed from time to time on or before November 1 of each year and for subsequent years by action by the Board of Commissioners.

ARTICLE 13

VIOLATIONS AND PENALTIES

Section 13.1

The Sheriff, his/her deputies, Animal Control Officers, or other law enforcement officers are authorized to issue a notice to any person who violates a provision of State Statutes or this Ordinance. The notice shall contain a description of the violation and shall cite the specific sections of the State Statutes or this Ordinance that apply. The Sheriff, his/her deputies, Animal Control Officers, or other law enforcement officers may also order correction of a violation and may specify the nature of corrective action required and a reasonable time limit for the corrective action to be completed. In the case of violations that may present an imminent danger to public health and safety, immediate corrective action may be required.

Section 13.2

Criminal - Violation of this Ordinance, or any section hereof, shall be a misdemeanor, punishable by imprisonment for not more than 90 days, a fine of not more than \$500.00, or community service work, or any combination of these penalties. In addition, court costs shall be levied against the guilty party. Violations of the Dangerous Animals Act, being Act No. 426 of the Public Acts of 1988, as amended, shall be punishable as determined by a court having jurisdiction pursuant to Section 3 of the Act, being Section 287.323 of the Michigan Compiled Laws.

Section 13.3

Civil - A schedule of monetary civil penalties adopted by the County Board of Commissioners may be used to set civil penalties for violations of this Ordinance as adopted by the County Board of Commissioners.

Section 13.4

Enforcement - this Ordinance may be enforced by criminal proceedings, civil penalties or both and any violation may give rise to both criminal and civil liability. The Sheriff is authorized to seek judicial remedies and sanctions for any violation of this Ordinance when administrative efforts to resolve the violations(s) have proven ineffective, inadequate or are otherwise deemed inappropriate.

ARTICLE 14

CONSTRUCTION

Section 14.1

When not inconsistent with the context, words used in the present tense include the future and past tenses. Words in the singular include the plural and words in the plural include the singular. Masculine includes the feminine and neuter. Words or terms not defined in this Ordinance shall be interpreted in accordance with their common meaning. The words "shall" and "will" are mandatory and not merely directive. Headings

are inserted for convenience, and shall not limit or increase the scope of any provision or Section of this Ordinance.

Section 14.2

Where any of the provisions of this Ordinance are in conflict with provisions of any other local Ordinance or State Statutes or regulations, the latter shall prevail.

Section 14.3

When used in this Ordinance, owner shall include agent in control and owner's agent.

ARTICLE 15

REPEAL

Section 15.1

Any Oceana County Ordinance or parts thereof inconsistent with this Ordinance are hereby repealed.

ARTICLE 16

SEVERABILITY

Section 16.1

If any part of this Ordinance shall be held void, such part shall be deemed severable, and the invalidity thereof shall not affect the remaining parts of this Ordinance.

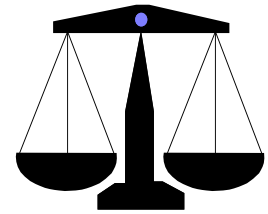
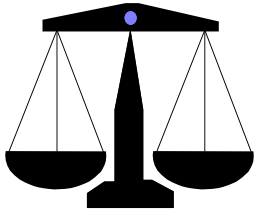
PROOF OF PUBLICATION

Published in the Oceana County Herald.

EFFECTIVE DATE OF ORDINANCE

This Ordinance shall take effect when notice of the adoption of this Ordinance by the Oceana County Board of Commissioners is published in a newspaper of general circulation in Oceana County. The County Clerk shall file a copy of this Ordinance, with a copy of the publication attached in his or her office.

ADOPTED this __ day of _____, 2024



**H SECURITY & INVESTIGATIONS LLC
3781 E CLOCK RD.
HART, MI 49420**

SECURITY GUARD SERVICES AGREEMENT

This Security Guard Services Agreement (the “Agreement”) is dated as of XXXXXXXXXXXX by and between H Security & Investigations LLC (“Contractor”) and Oceana County (“Client”) (collectively the “Parties”).

The Parties agree as follows:

- 1. SERVICES:** Contractor will perform the security services described below (collectively, the “Services”):

Building security

Security personnel will be in class “A” uniform

Security personnel to provide security at Magnetometer

Two Officers are to work every Monday and Tuesday, and one Officer will work Wednesday, Thursday, and Friday.

- 2. TIME OF COMPLETION:**

The Services are ongoing, commencing on January 1, 2025, and shall be performed thereafter each Monday and Tuesday from 7:45 a.m. to 5:15 p.m. with two Security Officers, and each Wednesday, Thursday, and Friday from 7:45 a.m. to 5:15 p.m. with one Security Officer except on holidays for the duration of the term of the Agreement.

On Wednesday, Thursday, and Friday when one Security Officer is working, the lunch break and periodic breaks will be provided by the Court Security Deputy. On days where the Court Security Deputy is off duty, i.e. vacation, sick, etc, a midday shift from 10:00 a.m. to 2:30 p.m. for an additional Security Officer shall work to cover a lunch break and periodic breaks. This will be considered to be unscheduled hours at an overtime rate.

3. EQUIPMENT:

Client shall provide the following equipment for Contractor's use when performing the Services: weapons detection devices, related equipment, and radio (s) to contact Sheriff's Department and the Court Officer. Contractor will provide all other equipment necessary to perform the Services; that is, appropriate uniform.

4. FIREARMS:

It is agreed that the Contractor will not be employing the use of firearms while on duty. In the event the Client authorizes the contractor's employees to use a firearm in the course of providing the Services, Contractor hereby represents and warrants that he/she is qualified to use that firearm and has been lawfully permitted to carry and employ that firearm.

5. PAYMENT:

The 2025 contract price is \$68,880.00 and the Client shall pay Contractor for the Services the sum of Five Thousand Seven Hundred Forty Dollars (5740.00) beginning on the first week of January 2025 for the month of January, and at the beginning of every month thereafter.

The 2026 & 2027 contract price is \$70,980.00 and the Client shall pay Contractor for the Services the sum of Five Thousand Nine Hundred Fifteen Dollars (5915.00) beginning on the first week of January 2026 for the month of January, and at the beginning of every month thereafter.

6. OTHER EXPENSES:

In 2025 the Client shall reimburse Contractor for the following expenses only: For any additional Officer(s) working an entire shift 7:45 am to 5:15 pm at a straight time rate of \$19.91 per hour. If any Officer(s) works unscheduled hours, after 5:15 pm or midday shift, it will be at an overtime rate of \$29.87 per hour. This will be billed out at the first of every month for the preceding month.

In 2026 & 2027 the Client shall reimburse Contractor for the following expenses only: For any additional Officer(s) working an entire shift 7:45 am to 5:15 pm at a straight time rate of \$20.51 per hour. If any Officer(s) works unscheduled hours, after 5:15 pm or midday shift, it will be at an overtime rate of \$30.77 per hour. This will be billed out at the first of every month for the preceding month.

7. TERM:

The term of this Agreement shall be from January 1, 2025 – December 31, 2027, unless terminated by either Party. Anything to the contrary notwithstanding, either Party may terminate this Agreement by giving 60 days written notice to the other Party.

8. NOTICES:

Any notice required to be given to either Party under this Agreement shall be sent via registered U.S. Mail to the appropriate address below:

If to Client:
Tracy Byard, ICMA-CM
Oceana County Administrator
P.O. Box 31
Hart, MI 49420

If to Contractor:
Louis H. Herremans
H Security & Investigations LLC
3781 E Clock Rd.
Hart, MI 49420

9. GENERAL PROVISIONS:

- (a) All work shall be completed in a professional manner and, if applicable, in compliance with all building codes and other applicable laws.
- (b) To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform the work.
- (c) Contractor shall furnish proof of workers compensation for its employees. Contractor shall also furnish proof of general liability insurance coverage in the amount of 1,000,000.00 for each occurrence and 2,000,000.00 aggregate.
- (d) In the event Client fails to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of dispute.
- (e) Contractor agrees to indemnify Client for, and hold it harmless from, any and all claims, liability, or damages including reasonable attorney’s fees, which Client may incur arising out of acts or omission of Contractor or its employees, agents or subcontractors, in the performance of its or their responsibilities under this Agreement.

Client agrees to indemnify Contractor for, and hold it harmless from, any and all claims, liability, or damages including reasonable attorney’s fees, which Contractor may incur arising out of acts or omission of Client or its employees, agents or subcontractors, in the performance of its or their responsibilities under this Agreement.
- (f) Contractor is an independent contractor and not an employee of Client.
- (g) Any changes to this document must be signed by both Contractor and Client.

- (h) This Agreement shall be construed in accordance with the laws of the State of Michigan.
- (i) Neither the Client nor the Contractor may assign this Agreement without prior written consent from the non-assigning party.
- (j) The headings of the sections herein are for convenience only and shall not affect the intent or meaning of the provisions of this Agreement.
- (k) This Agreement constitutes the entire agreement between the Client and the Contractor and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.
- (l) Contractor shall give Client written notice of the proposed contract price for the ensuing contract no later than September 15, 2021.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first written above.

CLIENT:

CONTRACTOR:

Signature

Signature

Name (please print)

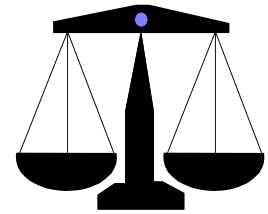
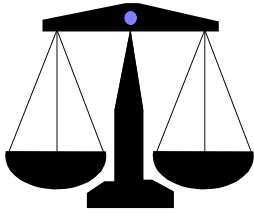
Name (please print)

Title (if applicable)

Title (if applicable)

Date

Date



**H SECURITY & INVESTIGATIONS LLC
3781 E CLOCK RD.
HART, MI 49420**

SECURITY GUARD SERVICES AGREEMENT

This Security Guard Services Agreement (the “Agreement”) is dated as of XXXXXXXXXXXX by and between H Security & Investigations LLC (“Contractor”) and Oceana County (“Client”) (collectively the “Parties”).

The Parties agree as follows:

- 1. SERVICES:** Contractor will perform the security services described below (collectively, the “Services”):

Building security

Security personnel will be in class “A” uniform

Security personnel to provide security at Magnetometer

Two Officers are to work every Monday and Tuesday, and one Officer will work Wednesday, Thursday, and Friday.

On Wednesday, Thursday, and Friday when one Security Officer is working. The lunch break and periodic breaks will be provided by an additional Security Officer working a midday shift.

- 2. TIME OF COMPLETION:**

The Services are ongoing, commencing on January 1, 2025, and shall be performed thereafter each Monday and Tuesday from 7:45 a.m. to 5:15 p.m. with two Security Officers, and each Wednesday, Thursday, and Friday from 7:45 a.m. to 5:15 p.m. with one Security Officer and a second Security Officer 10:00 a.m. to 2:30 p.m. a midday shift. Except on holidays and dates when the Courthouse is closed for the duration of the term of the Agreement. The midday shift will be considered to be an overtime rate.

3. EQUIPMENT:

Client shall provide the following equipment for Contractor's use when performing the Services: weapons detection devices, related equipment, and radio (s) to contact Sheriff's Department and the Court Officer. Contractor will provide all other equipment necessary to perform the Services; that is, appropriate uniform.

4. FIREARMS:

It is agreed that the Contractor will not be employing the use of firearms while on duty. In the event the Client authorizes the contractor's employees to use a firearm in the course of providing the Services, Contractor hereby represents and warrants that he/she is qualified to use that firearm and has been lawfully permitted to carry and employ that firearm.

5. PAYMENT:

The 2025 contract price is \$89,9820.00 and the Client shall pay Contractor for the Service the sum of Seven thousand Eighty-Five Dollars (7485.00) beginning on the first week of January 2025 for the month of January, and at the beginning of every month thereafter.

The 2026 and 2027 contract price is \$92,520.00 and the Client shall pay Contractor for the Services the sum of Seven Thousand Seven Hundred Ten dollars (7,710.00) beginning on the first week of January, 2026 for the month of January, and at the beginning of every month thereafter.

6. OTHER EXPENSES:

In 2025 the Client shall reimburse Contractor for the following expenses only: For any additional Officer(s) working an entire shift 7:45 am to 5:15 pm at a straight time rate of \$19.52 per hour. If any Officer(s) works unscheduled hours, after 5:15 pm or additional hours, it will be at an overtime rate of \$29.87 per hour. This will be billed out at the first of every month for the preceding month.

In 2026 and 2027 the Client shall reimburse Contractor for the following expenses only: For any additional Officer(s) working an entire shift 7:45 am to 5:15 pm at a straight time rate of \$20.51 per hour. If any Officer(s) works unscheduled hours, after 5:15 pm or additional hours, it will be at an overtime rate of \$30.77 per hour. This will be billed out at the first of every month for the preceding month.

7. TERM:

The term of this Agreement shall be from January 1, 2025 – December 31, 2027, unless terminated by either Party. Anything to the contrary notwithstanding, either Party may terminate this Agreement by giving 60 days written notice to the other Party.

8. NOTICES:

Any notice required to be given to either Party under this Agreement shall be sent via registered U.S. Mail to the appropriate address below:

If to Client:
Tracy Byard, ICMA-CM
Oceana County Administrator
P.O. Box 31
Hart, MI 49420

If to Contractor:
Louis H. Herremans
H Security & Investigations LLC
3781 E Clock Rd.
Hart, MI 49420

9. GENERAL PROVISIONS:

- (a) All work shall be completed in a professional manner and, if applicable, in compliance with all building codes and other applicable laws.
- (b) To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform the work.
- (c) Contractor shall furnish proof of workers compensation for its employees. Contractor shall also furnish proof of general liability insurance coverage in the amount of 1,000,000.00 for each occurrence and 2,000,000.00 aggregate.
- (d) In the event the Client fails to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of dispute.
- (e) Contractor agrees to indemnify Client for, and hold it harmless from, any and all claims, liability, or damages including reasonable attorney’s fees, which Client may incur arising out of acts or omission of Contractor or its employees, agents or subcontractors, in the performance of its or their responsibilities under this Agreement.

Client agrees to indemnify Contractor for, and hold it harmless from, any and all claims, liability, or damages including reasonable attorney’s fees, which Contractor may incur arising out of acts or omission of Client or its employees, agents or subcontractors, in the performance of its or their responsibilities under this Agreement.
- (f) Contractor is an independent contractor and not an employee of Client.
- (g) Any changes to this document must be signed by both Contractor and Client.

- (h) This Agreement shall be construed in accordance with the laws of the State of Michigan.
- (i) Neither the Client nor the Contractor may assign this Agreement without prior written consent from the non-assigning party.
- (j) The headings of the sections herein are for convenience only and shall not affect the intent or meaning of the provisions of this Agreement.
- (k) This Agreement constitutes the entire agreement between the Client and the Contractor and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.
- (l) Contractor shall give Client written notice of the proposed contract price for the ensuing contract no later than September 15, 2021.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first written above.

CLIENT:

CONTRACTOR:

Signature

Signature

Name (please print)

Name (please print)

Title (if applicable)

Title (if applicable)

Date

Date

August 2024

Oceana County Courthouse

Mon	Tue	Wed	Thu	Fri	Total Hrs.
<i>July 29</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	<i>July 30</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	<i>July 31</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	<i>1</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	<i>2</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	Total Hrs <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____
<i>5</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	<i>6</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	<i>7</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	<i>8</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	<i>9</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	Total Hrs <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____
<i>12</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	<i>13</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	<i>14</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	<i>15</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	<i>16</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	Total Hrs <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____
<i>19</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	<i>20</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	<i>21</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	<i>22</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	<i>23</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	Total Hrs <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____
<i>26</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	<i>27</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	<i>28</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	<i>29</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	<i>30</i> <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____	Total Hrs <i>B. Hetland</i> _____ <i>D. Hogston</i> _____ <i>H. Bickel</i> _____ <i>L. Bickel</i> _____ <i>D. Robbins</i> _____ <i>R. Dahlan</i> _____

Tracy Byard

From: Ryan Schiller <schillerr@oceanasheriff.net>
Sent: Thursday, September 5, 2024 12:10 PM
To: Tracy Byard
Cc: Craig Mast
Subject: Sale of Surplus Property

Tracy:

Could you add this to the BOC agenda?

We are requesting approval to sell by closed bid the **2007 Zodiac 17 foot inflatable boat, Model# 500SRMN, Hull#: ES-XDCB050MF507 with 60hp Evinrude E-Tex motor and trailer.** Bids would be posted publicly for 10 business days and to be submitted to the Sheriff's Office.

This boat was replaced and the sale of this boat was not addressed in the original resolution. (See below 3/24/22 BOC minutes)

MARCH 24, 2022

RESOLUTION NO. 2 – PURCHASING A REPLACEMENT ZODIAC BOAT AND ELECTRONICS FOR THE PENTWATER BOAT PATROL

Moved by Mr. Beggs and supported by Mr. Erickson to authorize the Oceana County Sheriff to purchase a Zodiac Patrol Boat and Trailer from Inmar Marine for \$31,991.90 to replace the current Silver Lake Patrol Boat; and to purchase replacement electronics equipment for the current Pentwater Patrol Boat from Garmin for \$6,077.47 for a grand total of purchases of \$38,069.37. The funding sources shall be \$20,000 from the Fiscal Year 2022 Marine Budget (#101-331) and \$18,069.37 from the American Rescue Plan Act Fund (#286). Furthermore, the Oceana County Administrator is authorized to transfer funds from the American Rescue Plan Act Fund (#286) and the General Fund (#101) to the Capital Projects Fund (#405) to account for the purchases and to amend each fund's Fiscal Year 2022 budget accordingly.

Roll call vote: Mr. Beggs – yes; Mr. Erickson - yes; Mr. Hardy – yes; Mr. Morse – yes; Ms. Meyette – yes; Mr. Christians – yes; and Mr. Walker – yes.
Motion carried.

Thank you,
Ryan

--



Oceana County Board of Commissioners

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

AGENDA

Personnel and Health and Human Services Committee

There will be a committee meeting on **Thursday, September 12, 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:

Committee Vice-Chair: Paul Erickson

Presenter	Description	Item #
Vice - Chair	Call to Order Roll Call Approval of Minutes from August 8, 2024 Page 72 Changes to the Agenda Approval of the Agenda Public Comment (<i>state your name, current address, and agenda item or topic</i>)	
Ms. Michelle Martin, Drain Commissioner	Soil Erosion and Sedimentation Overview and Proposal Pages 73 - 75	2024-98
Administrator Byard	Board of Appeals Construction Board Reappointment -, Bill Adams and Mike Blackmer through July 31, 2028 and John Moir, Gary Phillips, Kevin Erickson and Gary Lankfer through July 31, 2029.	2024-99
	DEPARTMENT HEAD REPORT	
	Public Comment (<i>state your name, current address, and agenda item or topic</i>)	
	Adjournment	

Personnel and Health & Human Services Committee

The Personnel and Health & Human Services Committee Meeting was called to order by Chairperson Morse on Thursday, August 8, 2024 at 10:14 a.m., in the Board Conference Room.

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

Also Present: Judge Middlebrook, 79th District Court Judge; Ms. Adrianna Facundo, 79th District Court Magistrate; Ms. Jodi Slinkard, Veterans' Service Officer; Ms. Byard, Oceana County Administrator, and Ms. Anderson, Oceana County Clerk.

Moved by Mr. Beggs and supported by Mr. Hardy to approve the minutes of the July 11, 2024 Personnel and Health & Human Services Committee Meeting as presented.

Voice vote. Motion carried.

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

Moved by Mr. Erickson and seconded by Mr. Beggs to approve the agenda as presented.

Voice vote. Motion carried.

Public Comment

There were no public comments at this time.

Agenda Items

Judge Middlebrook, 79th District Court, requested a full-time District Court Room staff and increased hours for Magistrate. He provided a comparison between Mason County and Oceana County. He stated that while both counties are very similar, there are differences. He explained that currently, each employee is cross-trained to various tasks, however, when one is called on to record in the courtroom, their workload is stagnant, therefore, the addition of a full-time court room clerk would alleviate this and the office would be more efficient.

Ms. Facundo, 79th District Court Magistrate, explained the difference between the levels of a court recorder. She stated that there are three levels – operator, recorder/reporter and transcriptionist. The operator and recorder/reporter are specific to courts, employed full time, and the certification is specific and must be renewed regularly.

Ms. Jodi Slinkard, Veteran Service Officer presented a request for a part-time Veterans' Service Officer (VSO). She reported that the number of veterans served has increased dramatically. She has requested the part-time VSO have a 20 hour/week schedule. The reason for the request of 20 hours/week is that in order to keep the certification, the VSO must work 20 hours. Ms. Slinkard noted that the salary of a part-time VSO would be paid from the millage funds.

Public Comment

There was no public comment at this time.

Chairperson Morse asked if there was any further business to come before the Board. There being none, the meeting adjourned at 10:58 a.m.

Respectfully,

Amy L. Anderson
Oceana County Clerk



Oceana County Drain Commissioner

100 State Street, Suite M-11

Hart, MI 49420

Phone: (231) 873-3887

Fax: (231) 873-5914

Michelle L. Martin
Drain Commissioner
Soil Erosion Officer
mmartin@oceana.mi.us

John K. Warner, P.E.
Deputy Drain Commissioner
Soil Erosion Officer
jwarner@oceana.mi.us

Date: May 7, 2024

To: Oceana County Board of Commissioner's

Subject: Overview & Proposal

OVERVIEW

Part 91, Soil Erosion and Sedimentation Control, of the Natural Resources and Environmental Protection Act (NREPA) (Part 91) provides for the control of soil erosion and protects adjacent properties and the waters of the state from sedimentation. A permit is generally required for any earth change activity which disturbs one or more acres of land or which is within 500 feet of a lake, stream or wetland.

Counties are mandated by statute to administer and enforce Part 91. The board of commissioners for each county must appoint an agency within the county, referred to as the County Enforcing Agency (CEA), to review soil erosion and sedimentation control plans, issue permits, perform regular inspections, and take enforcement actions when necessary to ensure compliance with Part 91.

EGLE's Water Resource Division (WRD) has oversight responsibility over the statewide SESC Program and all Part 91 agencies. SESC agents must be certified in both soil erosion and stormwater management. EGLE administers the tests, and audits the county enforcing agencies every 5 years for compliance.

At some point during the 80's the Oceana County Enforcing Agency transitioned from the Conservation District to the Drain Commissioner's office. This is not a statutory requirement of the Drain Office. However, the following are:

- 1) Maintenance which includes inspecting, spraying, and cleaning, assessing, financials, and legalities of all county drains
- 2) Delegated authority regarding inland lake levels
- 3) Lake Improvement Boards
- 4) Land Division & Plats
- 5) Subdivision Drainage rules and Stormwater Design Criteria
- 6) County Parks and Recreation
- 7) Board of Public Works
- 8) Miss Dig Markings

In addition to the Drain Office's current responsibility as County Enforcing Agency, we are also considered an Authorized Public Agency (APA). This gives us the authority to permit and oversee our own drain projects. This program is audited every five years by EGLE for compliance also. Recently we have been informed by

EGLE that the Oceana County Road Commission is no longer an Authorized Public Agency (APA) and we have been tasked with enforcing all of their road projects. This will increase our work load well beyond limitation.

Even without the added permits from the Road Commission, the number of permits has tripled over the last few years. There are many more sites that have not obtained permits, but there is no time to enforce compliancy. The current requirements are to inspect every site monthly; Commercial sites weekly and/or after every rain event. Presently, we inspect twice yearly and will visit a site when we receive requests or complaints. Due to the amount of time required for the SESC program, the statutory requirements of my office are suffering. It has been for many years. We have slowly increased inspections and maintenance projects within the drains, but do not have the ability to put all of the drains on a 3-year inspection, spray, or maintenance cycle.

Historically, we had a part time clerical employee until March of 2020. After that time, it was indicated that we could use a full-time employee in the Administrator's office to assist with our loss. In short order, that particular employee became a full time Accounts Payable Clerk. Due to those added responsibilities of the Admin. employee and the fact they are not located within our office, we do not have the assistance needed.

Currently our inspection reports are not completed for 1-2 months after the initial inspection. Since the inspections are intended to let owners and contractors know of problems on the site which must be corrected, the time lag is unacceptable.

One round of inspections typically takes one month. 10 days are in the field doing inspections and another 10 days reviewing and correcting reports once typed. Additional time is spent labeling and filing all photos taken at the inspection site. Everything is filed electronically and stored, adhering to retention requirements.

To summarize, with only providing two inspections per site per year, that is a total of 2 full months of time. In addition to the inspections, approximately another 2 months are spent issuing permits, assisting landowners or contractors with questions, and processing renewal permits. As a reminder, the requirements are to provide monthly inspections for residential sites, and weekly and after every storm event for commercial sites. For an office staff of two, the SESC obligation is burdensome, and deflects the statutory duties of the drain office.

Other agencies throughout the State of Michigan, acting as the appointed CEA's are a Department of Public Works, Road commissions, Conservation Districts, and Building Inspection Departments. Two Drain Commissioner offices, Ionia and Montcalm have recently transferred responsibilities to their Building Inspection Departments.

Proposal

I would like to request the hiring of two employees to address the escalating workload and challenges faced by our office in administering the Soil Erosion and Sedimentation Control (SESC) Program, mandated by Part 91 of the Natural Resources and Environmental Protection Act (NREPA).

Part 91 plays a critical role in controlling soil erosion, protecting adjacent properties, and safeguarding the waters of our state from sedimentation. Counties, including ours, are tasked with administering and enforcing Part 91 regulations. The County Enforcing Agency (CEA), overseen by our office, is responsible for reviewing soil erosion and sedimentation control plans, issuing permits, and ensuring compliance with Part 91 requirements.

However, the workload has increased exponentially over the years, with the number of permits rising from an average of 75-80 per year in 2013 to between 230 & 250, (today 235). There are many more projects throughout the county that are non-compliant. Despite this surge, we lack the

resources to enforce compliance effectively. Statutory requirements of our office, such as drain maintenance, assessment, and legalities, are suffering due to the overwhelming demands of the SESC Program.

To address this issue, we propose hiring 1 new employee and replacing a 2nd employee:

1. **Full-Time SESC Officer:** This individual will be responsible for overseeing the SESC Program, ensuring compliance with Part 91 regulations, conducting inspections, issuing permits, and taking enforcement actions when necessary. The SESC Officer must be certified in both soil erosion and stormwater management, in accordance with EGLE's requirements.
2. **Part-Time Clerical Personnel:** A part-time clerical employee will provide essential administrative support to our office, assisting with paperwork, data management, communication with stakeholders, and other administrative tasks. This will alleviate the administrative burden and enable us to focus on our core responsibilities.

The addition of these positions is crucial to maintain the integrity and effectiveness of the SESC Program and fulfill our statutory obligations. Without adequate resources, we risk compromising environmental protection efforts and legal compliance, which could have significant penalties and/or legal consequences for our County.

Therefore, we respectfully request approval for the creation of the SESC Agent position along with the replacement clerical position and the necessary budgetary allocation to facilitate their hiring. Alternatively, we urge you to consider appointing another agency within the county to serve as the County Enforcing Agency if additional staffing is not feasible at this time. The average funds per year brought in by the SESC Program are around \$30,000.00.

Thank you for your attention to this matter. We are committed to working collaboratively to ensure the continued success of the SESC program, and the integrity of the county drainage systems.

Sincerely,

Michelle Martin

Michelle Martin



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, **September 12, 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 August 22, 2024 Pages 77 - 80 Changes to the Agenda Approval of the Agenda Public Comment (<i>state your name, current address, and agenda item or topic</i>)	
Mr. Curtis Burdette, Executive Director, Oceana County Economic Alliance	Request for approval of the EPA Community Change Grant Partnership Agreement Pages 81 - 83	2024-100
Administrator Byard	Exterior film for windows on the South side of the courthouse Pages 84 - 86	2024-91
Administrator Byard	Consideration to approve a bid for seal coating for the airport parking lot Pages 87 - 88	2024-92
Administrator Byard	Building Department Remodel Quotes Pages 89 - 93	2024-102
Administrator Byard	Administrator's Review of Selected Claims for Payment Pages 94 - 96 Administrator's Report Monthly Budget Report Pages 97 - 108	2024-103
	Department Head Reports	
	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 22, 2024, at 10:37 a.m., in the Board Conference Room.

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

Also Present: Mr. Joseph Bizon, Oceana County Prosecutor; Mr. Garry McKeen, Oceana County Parks & Recreation; Ms. Byard, Oceana County Administrator; and Ms. Coon, Oceana County Chief Deputy Clerk.

Moved by Mr. Beggs and supported by Mr. Erickson to approve the minutes of the August 8, 2024 Finance and Administration Committee meeting as presented.

Voice vote. Motion carried.

Chairperson Hardy asked if there were any additions to the agenda. Mr. Morse requested to include the reading of his resignation and a possible discussion regarding filling the vacancy.

Moved by Mr. Erickson and seconded by Mr. Beggs to approve the agenda as presented.

Voice vote. Motion carried.

Public Comment

There were no public comments at this time.

Agenda Items

Mr. Joseph Bizon, County Prosecutor requested funds for the purpose of expert fees for the People v Angela Resterstoff case.

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)

Fund #	Dept. #	Dept. Name	Amount	Purpose
Special Revenue Funds				
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
General Fund		
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 vehicle repairs and maintenance
351 - Jail	\$ 1,621.07	to Gordon Food Service 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

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

FOLLOW UP

Opioid Meeting Group

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 7th 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 and provide information to the rest of the group about next steps.

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.

FY25 Budget

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

Additional Administrator's Report Items

Mr. Brian Schlaack, Maintenance Supervisor has given his two-week notice effective September 6, 2024.

Department Head Reports

Mr. Morse read his resignation letter effective August 31, 2024.

Public Comment

Mr. Garry McKeen, stated the parks and planning commission have placed ads in the Oceana County Press. He spoke a few words regarding Phil Morse.

Chairperson Hardy asked if there was any further business to come before the Board. There being none, the meeting adjourned at 11:08 a.m.

Respectfully submitted,

Melanie A. Coon
Oceana County Chief Deputy Clerk

EPA Community Change Grant Partnership Agreement

- I. This Partnership Agreement (the “Agreement”) is made and entered into this effective date of: _____. The Oceana County (Lead) and The Ladder Community Center 501c3 (Statutory) – a Community Based Organization, are the “Partners” in this Agreement.
- II. The Partnership
 - a. The Partners wish to become partners for the primary purpose of applying for and, if awarded, completing an Environmental Protection Agency (EPA) Community Change Grant (CCG).
 - b. The terms and conditions of their partnership will be outlined in this Agreement
 - c. The Partnership will be in effect on: _____
 - d. The Partnership will only be terminated as outlined in the Agreement.
 - e. The Partnership will be governed under the laws of the State of Michigan.
 - f. The partners shall be responsible for the work of their employees or volunteers and for completing their agreed-to roles and responsibilities.
- III. Roles of Partners
 - a. Oceana County shall be the Lead Applicant of a CCG. If the CCG is
 - i. Be responsible for the overall management, performance, oversight, and reporting responsibilities under this grant, and for making subawards to Collaborating Entities.
 - ii. Make a subaward to the Ladder Community Center in an amount consistent with the final EPA approved grant budget.
 - iii. Make sure that all subawards comply with the subaward requirements in the grant regulations at 2 CFR 200.331 and the EPA’s Subaward policy and related guidance.
 - iv. Be responsible for the receipt of federal funds from EPA and the proper expenditure of these funds and will bear liability for unallowable costs.
 - v. Be responsible for all compliance and legal issues, and managing risks associated with the project.
 - vi. Be responsible for the following project-specific activities:
 - Oversee the construction of the community center resilience hub facility.
 - Oversee the work of Ladder Community Center to conduct a Community Project Advisory Team
 - Grant Compliance and Reporting:
 - Ensure all activities comply with EPA grant requirements.
 - Prepare and submit necessary reports to the EPA detailing progress and outcomes of the project.
 - vii. Share decision making authority with The Ladder Community Center and other parties as specified in the Collaborated Governance Structure that is submitted to EPA as part of the CCG application.
 - b. The Ladder Community Center, if the CCG is awarded, shall:
 - i. Be responsible for the following project-specific activities:
 - **Construction of Community Center Infrastructure:**
 - Oversee the construction of the community center resilience hub facility.

- c. Coordinate the installation of necessary utilities, including water, electricity, and internet connectivity.

- **Partnership Coordination:**
 - Oversee the work of Ladder Community Center to conduct a Community Project Advisory Team
- **Sustainability Initiatives:**
 - Support initiatives to integrate renewable energy sources, such as solar panels, into the community center resilience hub facility.
- **Health and Safety Measures:**
 - Ensure compliance with health and safety regulations for all community center resilience hub facility.
- **Event Planning and Management:**
 - Coordinate with local organizations to host educational, cultural, and recreational events at the center.
- **Grant Compliance and Reporting:**
 - Ensure all activities comply with EPA grant requirements.
 - Prepare and submit necessary reports to the EPA detailing progress and outcomes of the project.

ii. Share decision making authority with Oceana County and other parties as specified in the Collaborative Governance Structure that is submitted to EPA as part of the CCG application.

IV. Dispute Resolution

- a. In the event of a dispute between the Lead Applicant, Oceana County, and the Statutory Partner, The Ladder Community Center, the issue will be resolved through a structured mediation process, beginning with direct negotiations between the parties involved, followed by mediation from an impartial third-party mediator, if necessary, with final decision-making authority resting with the Lead Applicant in consultation with all partners.
- b. Both members of this partnership recognize that EPA is not a party to this agreement and any disputes between the parties must be resolved under the law applicable to the Partnership Agreement.

V. Replacement of The Ladder Community Center as the Statutory Partner.

- a. In the event that a Statutory Partner needs to be replaced, the following procedures will ensure the new partner has comparable expertise, experience, knowledge, and qualifications.
 - **Notification and Assessment:**
 - The Lead Applicant, Oceana County, will notify all partners of the need for replacement and assess the specific expertise and qualifications required.
 - **Identification and Evaluation of Candidates:**
 - Potential candidates will be identified through recommendations and professional networks.
 - Candidates will be evaluated based on established criteria, including relevant skills, experience, and qualifications.
 - **Consultation and Selection:**

- The Lead Applicant will consult with existing partners to review and select the most suitable candidate.
- The chosen candidate will be presented to the EPA grant administrators for approval, with documentation of their qualifications.
- **Formal Agreement and Integration:**
 - A formal agreement will be signed, detailing the new partner's roles and responsibilities.
 - The new partner will undergo an orientation process and be integrated into the project team through meetings and planning sessions.
- **Ongoing Support and Monitoring:**
 - The Lead Applicant will provide continuous support and monitor the new partner's performance to ensure alignment with project goals and milestones.
- b. Any replacement requires prior approval by an authorized EPA official pursuant to 2 CRR 200.308©6.
- VI. Grant application
 - a. Oceana County shall not submit a CCG application for this Partnership without the written approval of The Ladder Community Center.
- VII. End of the Partnership
 - a. Unless overridden by a new written agreement of the Partners, the Partnership shall end in one of the following ways:
 - i. When The Ladder Community Center is replaced under the procedure listed in Section V of this agreement.
 - ii. When the CCG is completed as determined by EPA.
 - iii. When the Partnership is informed that their application for a CCG is rejected unless, as agreed by both Partners, they resubmit an amended application.
 - iv. When the Partnership is informed that their resubmitted application is rejected.
 - b. The Partners agree to be bound by the terms of the Partnership Agreement and agree that the Partners have received due consideration for entering into this contract.

Signature Block for Lead Applicant, including date:

Lead Applicant

Date

Signature Block for Statutory Partner, including date:

Statutory Partner

Date

Jana Boundy

From: scott monroe <scott.monroe3@gmail.com>
Sent: Thursday, August 22, 2024 10:27 PM
To: Jana Boundy
Subject: [External] Re: County of Oceana Window Tint

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Quote # 202
FIREHOUSE FILMS WINDOW TINTING
4794 N Oceana Dr.
Hart mi 49420
231-720-8180

Quote to:

Oceana County Courthouse
100 S State St
Hart MI 49420
231-873-4835

Date of Quote 8-22-2024

Details:

(4) 17"x21 1/8" = 1.4x1.8=2.52 SF X (4) = 10.08
(2) 17"x41 1/8" = 1.4x3.4=4.76 SF X (2) = 9.52
(16) 20"x58 3/4" = 1.7x4.9=8.33 SF X (16) = 133.28
(16) 19 1/2"x15 1/2" = 1.6x1.3=2.08 SF X (16) = 33.28
10.08+9.52+133.28+33.28 = 186.16 Total SF
186.16 X \$14.50 per SF
Material: Llumiar RXA20 Exterior Film

Total cost: \$2,699.32

If you have any questions concerning this invoice, please use the following contact information and as always thank you for your business!

On Thu, Aug 22, 2024 at 3:47 PM scott monroe <scott.monroe3@gmail.com> wrote:
Thank you Jana! I'll send you over a quote for this soon. I also spoke with my SUNTEK dealer and because Llumiar is the sister company I am able to grab the **same material** you currently have.
Thank you
-Scotty Monroe

On Thu, Aug 22, 2024 at 2:14 PM Jana Boundy <jboundy@oceana.mi.us> wrote:

Hi Scottie!

Could we please get a quote for film installation?

Atmosphere #1 Film – Llumiar RXA20 exterior film for the following windows:

(4) 17" x 21 $\frac{1}{8}$ "

(2) 17" x 41 $\frac{1}{8}$ "

(16) 20" x 58 $\frac{3}{4}$ "

(16) 19 $\frac{1}{2}$ " x 15 $\frac{1}{2}$ "

All windows are located on the ground level.

Please let me know if you require more information.

Thanks!

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 # 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
				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 # _____



**WEST MICHIGAN SEAL COAT
KEVIN NELSON
5132 STELLA RD
CUSTER, MI 49405**

(231) 425-0158

PROPOSAL

No. 3542

Date: 8-28-24

Customer PO: _____

Customer
COENA CO. AIRPORT
1805 W. BASELINE RD.
SHELBY, MI. 49455

Job Location

KURT 231-742-0442

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR

<u>CLEAN & PREP.</u>	<u>100. -</u>
<u>HOT CRACK FILL 1,000' @ 65¢</u>	<u>650. -</u>
<u>COAL TAR SEAL COAT @ 19¢ x 11,650'</u>	<u>2213. -</u>

WE PROPOSE HEREBY TO FURNISH MATERIAL AND LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS, FOR THE SUM OF _____ DOLLARS \$ 2,963. -

Payment to be made as follows: 50% Deposit, balance due upon completion of job. Other Payment Arrangements: _____ Projected Completion Date: _____

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMAN LIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BE COME AN EXTRA CHARGE OVER AND ABOVE THE PROPOSAL. ALL AGREEMENTS CONTINGENT UPON WEATHER, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. WE ARE FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE AND LIABILITY INSURANCE.

AUTHORIZED SIGNATURE Kevin Nelson
NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 10 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.

SIGNATURE _____
SIGNATURE _____

DATE OF ACCEPTANCE _____

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 [Signature]

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 _____

BLACKMER CONSTRUCTION
 A Division of MIKE BLACKMER ELECTRIC, INC.
3910 W. MONROE RD
HART, MI 49420-8485
(231) 873-4361

Estimate

DATE	ESTIMATE #
8/13/2024	7662

NAME / ADDRESS:

CITY OF HART
 att :Cheri Eisenlohr
 407 S STATE ST
 HART, MI 49420

JOB NAME

DESCRIPTION	TOTAL
LABOR AND MATERIAL ESTIMATE FOR THE FOLLOWING SCOPE OF WORK	23,655.00
REMODEL CONFERENCE ROOM AT THE HEALTH DEPARTMENT FOR NEW BUILDING DEPARTMENT OFFICES TAKE DOWN CEILING TILES, SAVE FOR RE INSTALL REMOVE PARTITION SLIDERS, LEAVE TRACK AT THE CEILING IN PLACE FRAME OUT 2X6 WALLS OVER CARPET INSTALL SOUND PROOFING INSULATION IN ALL NEW WALLS INSTALL 3 SOLID CORE, PRIMED, COMPOSITE DOORS INSTALL DRYWALL, FINISH COAT INSTALL BASE AND CASING TRIM RE INSTALL CEILING TILES RUN 4 NEW HEAT RUNS AND RETURN AIR DROPS INSTALL 18 NEW OUTLETS, 6 NEW LED 4' TROFFER LIGHTS MOVE 6 LED TROFFER LIGHTS HVAC HAS AN ALLOWANCE OF \$1010.00 ELECTRCIAL HAS AN ALLOWANCE OF \$3750.00 SLIDING GLASS COUNTER WINDOW HAS AN ALLOWANCE OF \$800.00 NEW CEILING TILES AND GRID WORK \$1,000 (ONLY FOR PORTINOS WHERE WE CAN NOT RE USE) WE WOULD NEED MORE SPECIFIC PLANS IN ORDER TO GET FIRM PRICING ON THE ALLOWANCES. NOT INCLUDED IN THIS ESTIMATE : - PAINTING - NETWORKING CABLING - PERMIT FEES IF REQUIRED	

TOTAL \$23,655.00



Visscher Construction & Restoration, Inc.

215 S James St • Ludington, MI 49431-2103 • Phone: (231) 852-4734 • Fax: (231) 425-3171

Schlaack, Brian
Cell: +12318736744

Job Address:
DHD#10 3986 N Oceana DR
Hart, MI 49420

Print Date: 9-5-2024

Proposal for Oceana County - Conference Rooms

Items	Description
Permits 1000 - Building permits	
Dumpster 1900 - Dumpster	
Lumber Package 3000 - Lumber Package	2x4 Framed walls
Labor to Frame 5403 - General Labor	Labor to frame new walls
Electrical Rough-In 5730 - Electrical—final	Adding (3) Outlets to the Building Inspectors room Adding (2) Outlets to the Coordinators room Adding (4) Outlets to the Electrical, Mechanical, Plumbing Inspectors room
HVAC 3600 - HVAC—rough	Extending existing HVAC duct to allow one more vent in the the Building Inspectors room.
1/2" Drywall 5100 - Drywall	On newly framed walls only
Suspended Ceiling Grid 5403 - General Labor	Existing Ceiling grid will be reused. We will need to purchase a few perimeter pieces.
Acoustic Tile Install 5890 - Special finishes	Reusing existing ceiling tiles
Carpet Tiles 5520 - Flooring	Remove and Replace with 2' x 2' tile squares
Commercial Interior Doors 5350 - Interior Door	Wood Finish, Steel Frame, Interior Commercial Door
Painting of Drywall 5300 - Painting—interior	Prime and 2 coats of paint on the new drywall
Rubber Baseboard 5890 - Special finishes	4" Rubber baseboard used throughout

Total Price: \$35,149.11

Project Scope:

Ceiling Removal:

- Removal of existing ceiling tiles and tile framing.
- Storage of reusable materials for future installation.

Flooring Removal:

- Removal of existing carpet floor tiles.
- Preparation of subfloor for new carpet tile flooring.

Wall Construction:

- Framing of new walls using 2x4 lumber to separate the Building Inspectors, Coordinator, and Electrical/Mechanical/Plumbing rooms.
- Installation of drywall on new walls.
- Preparation of drywall for priming and painting (taping, mudding, sanding).

Electrical:

- Installation of three (3) electrical outlets in the Building Inspectors' room.
- Installation of two (2) electrical outlets in the Coordinator's room.
- Installation of four (4) electrical outlets in the Electrical/Mechanical/Plumbing room.
- Extension of an existing HVAC duct to vent into the Building Inspectors room.

Ceiling Tile Installation:

- Reinstallation of existing ceiling tiles and tile framing.

Finishing:

- Priming and painting of drywall surfaces.
- Installation of 36" commercial-grade steel framed doors with wood finish.
- Installation of carpet tiles throughout the space.
- Installation of 4" rubber baseboard.

Exclusions:

- Installation of new furniture and fixtures.
- HVAC system upgrades or replacements.

Oceana County District Health Dept #10

BUDGET SUMMARY

BID CATEGORY	TOTAL
1. DEMOLITION	\$1,760
2. STEEL STUD FRAMING	\$3,740
3. ROUGH CARPENTRY	\$550
4. FINISH CARPENTRY	\$1,100
5. INSULATION	\$1,375
6. CAULKING & SEALANTS	\$550
7. DOORS / FRAMES / HARDWARE	\$7,414
8. SLIDING COUNTER WINDOW	\$660
9. DRYWALL	\$7,810
10. ACOUSTICAL CEILINGS	\$1,320
11. PAINTING	\$2,200
12. VINYL BASE	\$715
13. HVAC	\$4,400
14. ELECTRICAL	\$3,905
15. GENERAL CONDITIONS	\$9,350
16. PERMITS & PLAN REVIEW FEES	\$1,000
17. OVERHEAD & PROFIT	\$4,785
TOTAL BUDGETED COST:	
	\$52,634

Oceana County Administrator

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

Fund #	Dept. #	Dept. Name	Amount	Purpose
Special Revenue Funds				
210 - Ambulance			\$ 1,012.73	to Consumers Energy for utilities
215 - Friend of the Court			\$ 2,194.06	to Image Soft for monthly contract expenses
286 - American Rescue Plan			\$ 15,105.85	to Leavitt Township for ARPA Fund disbursement
260 - Indigent Defense			\$ 1,996.50	to Dalman Investigations for forensic investigations
			\$ 12,408.50	to Good Law, PLC for court appointed attorney fees
			\$ 2,764.50	to Hayes Law Office, PLC for court appointed attorney fees
			\$ 5,833.33	to Indigent Defense Consultants, PC for monthly services
293 - Dept of Veterans' Affairs			\$ 3,333.20	to TH Brands for public outreach
445 - Public Improvement			\$ 4,474.64	to West Michigan Drain Solutions for repairs
298 - Technology & Innovation			\$ 2,860.71	to Xerox Financial Services for copy machine leases
549 - Building Department			\$ 7,396.48	to Randolph D Miller, LLC for inspections and permits
			\$ 2,993.03	to RVN Inspections, LLC for inspections and permits
			\$ 1,450.00	to Shoreline Inspection Service LLC for inspections and permits

	\$ 1,816.26	to Sonnie Smith for inspections and permits
	\$ 1,450.00	to Thomas Story for inspections and permits
	\$ 7,231.65	to Randolph D Miller, LLC for inspections and permits
	\$ 2,193.33	to RVN Inspections, LLC for inspections and permits
	\$ 1,350.00	to Shoreline Inspection Service LLC for inspections and permits
	\$ 2,220.63	to Sonnie Smith for inspections and permits
	\$ 700.00	to Thomas Story for inspections and permits
General Fund		
101 - Board of Commissioners	\$ 7,580.04	to H Security & Investigations for July 2024 overtime hours and August 2024 hours
248 - General Services Administration	\$ 15,851.20	to Lakeshore Regional Entity for 3rd quarter payment
	\$ 1,011.00	to Shi International Corp for cameras
257 - Equalization	\$ 24,210.00	to V&V Assessing LLC for monthly services
262 - Elections	\$ 19,822.90	to Spectrum Printers, Inc for August 2024 Primary Election
265 - Courthouse & Grounds	\$ 4,371.27	to City of Hart for utilities
	\$ 1,541.94	to Republic Services for dumpster services
	\$ 1,947.59	to Anderson Mechanical LLC for preventative maintenance

301 - Sheriff	\$ 1,292.30	to AT&T Mobility for telephone services
351 - Jail	\$ 1,684.24	to Gordon Food Service for inmate board and janitorial supplies
	\$ 3,196.63	to Gordon Food Service for inmate board and janitorial supplies
	\$ 1,270.70	to Gordon Food Service for inmate board and janitorial supplies
	\$ 1,690.19	to Gordon Food Service for inmate board and janitorial supplies
	\$ 4,321.43	to City of Hart for utilities
	\$ 2,596.79	To Anderson Mechanical LLC for preventative maintenance
528 - Transfer Station	\$ 35,501.40	to American Classic Dumpster Services
601 - Health Department	\$ 1,092.39	to Consumers Energy for utilities
	\$ 1,298.39	to Anderson Mechanical LLC for preventative maintenance
648 - Medical Examiner	\$ 1,091.32	to Kelly Yost for Medical Examiner Investigator fees
701 - Planning	\$ 1,800.00	to West Michigan Shoreline Regional Development Commission for Master Plan
~ Total	\$ 212,157.12	

PERIOD ENDING 08/31/2024

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	YTD BALANCE 08/31/2024	ACTIVITY FOR MONTH 08/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
Dept 000 - GENERAL						
101-000-540.000	AIRPORT - MDOT GRANTS	0.00	0.00	0.00	0.00	0.00
101-000-665.000	INTEREST	0.00	0.00	0.00	0.00	0.00
101-000-671.000	CAPITAL LEASE PROCEEDS	0.00	0.00	0.00	0.00	0.00
101-000-675.000	911 LOAN PRINCIPAL	0.00	0.00	0.00	0.00	0.00
101-000-682.000	REVENUES	0.00	0.00	0.00	0.00	0.00
101-000-691.000	OTHER FINANCING SOURCE - LEASE	0.00	0.00	0.00	0.00	0.00
101-000-699.000	INTERFUND TRANSFERS IN	20,000.00	0.76	0.76	19,999.24	0.00
101-000-699.286	INTERFUND TRANSFERS IN	780,416.00	228,082.99	0.00	552,333.01	29.23
Total Dept 000 - GENERAL		800,416.00	228,083.75	0.76	572,332.25	28.50
Dept 172 - COUNTY ADMINISTRATION						
101-172-682.040	MISCELLANEOUS REVENUE - PAYROLL	0.00	35.00	0.00	(35.00)	100.00
Total Dept 172 - COUNTY ADMINISTRATION		0.00	35.00	0.00	(35.00)	100.00
Dept 215 - COUNTY CLERK						
101-215-478.000	MARRIAGE LICENSES	3,000.00	2,170.00	560.00	830.00	72.33
101-215-479.011	OTHER SERVICES - LAMINATION	0.00	0.00	0.00	0.00	0.00
101-215-614.000	CERTIFIED COPIES	16,000.00	11,910.00	1,882.00	4,090.00	74.44
101-215-615.000	ASSUMED NAMES & CO-PARTNERSHIP	1,300.00	860.00	27.00	440.00	66.15
101-215-617.000	NOTARY	200.00	208.00	16.00	(8.00)	104.00
101-215-619.000	RECORD COPYING	50.00	1.00	1.00	49.00	2.00
101-215-630.000	OTHER CLERK'S SERVICES	500.00	427.00	1.00	73.00	85.40
101-215-630.100	OTHER CLERKS SERVICES - PHOTO	0.00	0.00	0.00	0.00	0.00
101-215-642.000	COUNTY FLAG SALES	212.00	0.00	0.00	212.00	0.00
101-215-665.040	OTHER REVENUE-ELECTION PROGRAMMING	0.00	0.00	0.00	0.00	0.00
101-215-676.000	REIMBURSEMENTS - GENERAL	0.00	0.00	0.00	0.00	0.00
101-215-676.020	REIMBURSEMENT-FOC VEHICLE MILEAGE	0.00	0.00	0.00	0.00	0.00
101-215-676.022	ELECTION REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
101-215-679.000	CREMATION INCOME	6,500.00	4,900.00	550.00	1,600.00	75.38
101-215-687.000	REFUNDS	0.00	0.00	0.00	0.00	0.00
101-215-687.010	INSURANCE REFUNDS	0.00	0.00	0.00	0.00	0.00
101-215-689.000	CASH OVER/SHORT	0.00	0.00	0.00	0.00	0.00
101-215-693.001	SALE OF COUNTY LAND	0.00	0.00	0.00	0.00	0.00
101-215-693.002	SALE OF VEHICLES	0.00	0.00	0.00	0.00	0.00
Total Dept 215 - COUNTY CLERK		27,762.00	20,476.00	3,037.00	7,286.00	73.76
Dept 221 - HEALTH DEPARTMENT						
101-221-691.000	OTHER FINANCING SOURCE - LEASE	0.00	0.00	0.00	0.00	0.00
Total Dept 221 - HEALTH DEPARTMENT		0.00	0.00	0.00	0.00	0.00
Dept 253 - COUNTY TREASURER						
101-253-402.000	CURRENT REAL PROPERTY TAX	8,000,000.00	65,845.03	0.00	7,934,154.97	0.82
101-253-411.000	DELINQUENT REAL PROPERTY TAXES	315,000.00	319,373.81	0.00	(4,373.81)	101.39
101-253-412.000	DELINQUENT PERSONAL PROPERTY TAXES	1,000.00	476.08	0.00	523.92	47.61
101-253-414.000	ALLOWANCE FOR REFUNDS (BOR, MTT)	1,000.00	(3,277.10)	(1,362.97)	4,277.10	(327.71)
101-253-415.000	ALLOWANCE FOR CHARGEBACKS	100.00	0.00	0.00	100.00	0.00
101-253-422.100	RECONVEYANCES	0.00	0.00	0.00	0.00	0.00

PERIOD ENDING 08/31/2024

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	YTD BALANCE 08/31/2024	ACTIVITY FOR MONTH 08/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
101-253-422.101	PAYMENT-IN-LIEU - RECONVEYANCE	0.00	0.00	0.00	0.00	0.00
101-253-424.000	TAX REVERTED LAND	0.00	0.00	0.00	0.00	0.00
101-253-426.000	TRAILER PARK FEES	1,800.00	739.50	78.50	1,060.50	41.08
101-253-429.000	COMMERCIAL FOREST	2,000.00	323.14	14.63	1,676.86	16.16
101-253-432.000	STATE PAYMENTS-IN-LIEU OF TAX	9,800.00	0.00	0.00	9,800.00	0.00
101-253-432.020	PILOT PROGRAM REVENUE	3,900.00	4,184.11	3,142.04	(284.11)	107.28
101-253-433.000	COMMERCIAL FACILITIES TAX	0.00	0.00	0.00	0.00	0.00
101-253-437.000	INDUSTRIAL FACILITIES TAX	3,100.00	0.00	0.00	3,100.00	0.00
101-253-439.000	MARIJUANA TAX	500.00	0.00	0.00	500.00	0.00
101-253-441.000	SINGLE BUSINESS TAX	0.00	0.00	0.00	0.00	0.00
101-253-445.000	PENALTIES & INTEREST ON TAXES	28,000.00	26,155.81	0.00	1,844.19	93.41
101-253-447.000	PROPERTY TAX ADMINISTRATION FEE	2,000.00	575.41	0.00	1,424.59	28.77
101-253-451.000	CURRENT PERSONAL PROPERTY TAXES	0.00	0.00	0.00	0.00	0.00
101-253-476.000	TAX HISTORIES	4,000.00	3,684.85	50.00	315.15	92.12
101-253-479.000	DOG LICENSES	17,000.00	11,383.00	1,150.00	5,617.00	66.96
101-253-479.001	FOIA FEES	500.00	748.23	207.48	(248.23)	149.65
101-253-479.030	PRISONER MAINTENANCE	0.00	0.00	0.00	0.00	0.00
101-253-501.000	USDA RURAL DEVELOPMENT GRANT	0.00	0.00	0.00	0.00	0.00
101-253-503.010	FED. PAYMENTS-IN-LIEU OF TAXES	94,000.00	104,738.00	0.00	(10,738.00)	111.42
101-253-504.000	OPERATION SPOTLIGHT FEDERAL GRANT	0.00	0.00	0.00	0.00	0.00
101-253-505.000	PSIC INTEROPERABLE GRANT	0.00	0.00	0.00	0.00	0.00
101-253-506.000	HURON-MANISTEE FOREST PATROL	4,000.00	0.00	0.00	4,000.00	0.00
101-253-507.000	CLICK IT OR TICKET/SAFE COMMUNITIES	0.00	0.00	0.00	0.00	0.00
101-253-508.000	REIMB. - EMERG MANAGEMENT	22,000.00	0.00	0.00	22,000.00	0.00
101-253-508.100	HAZARD MITIGATION GRANT	0.00	0.00	0.00	0.00	0.00
101-253-508.200	COMM WILDFIRE PROTECTION GRANT	0.00	0.00	0.00	0.00	0.00
101-253-508.300	HOMELAND SECURITY GRANT	0.00	0.00	0.00	0.00	0.00
101-253-509.000	FEDERAL CRP - FOC (66%)	390,000.00	(3,376.82)	0.00	393,376.82	(0.87)
101-253-510.000	MARINE SAFETY - FEDERAL	0.00	0.00	0.00	0.00	0.00
101-253-512.000	OHSP-MOBILE DATA TERMINAL GRANT	0.00	0.00	0.00	0.00	0.00
101-253-513.000	FEDERAL CRP-PA (66%)	0.00	0.00	0.00	0.00	0.00
101-253-514.000	FEDERAL CRP FOC - PA COMBINED	52,000.00	68,226.69	34,820.32	(16,226.69)	131.21
101-253-517.000	BULLET PROOF VEST (BVP) PARTNERSHIP	0.00	0.00	0.00	0.00	0.00
101-253-518.000	HAZ MAT EMER PREP FED GRANT MONIES	0.00	0.00	0.00	0.00	0.00
101-253-528.000	FEDERAL GRANTS - OTHER	0.00	0.00	0.00	0.00	0.00
101-253-528.001	FEDERAL GRANTS - AIRPORT	0.00	0.00	0.00	0.00	0.00
101-253-528.002	FEDERAL GRANT - OTHER (LATCF)	0.00	0.00	0.00	0.00	0.00
101-253-539.009	RADIO COMMUNICATIONS GRANT	0.00	0.00	0.00	0.00	0.00
101-253-539.010	CGAP GRANT	0.00	0.00	0.00	0.00	0.00
101-253-541.000	STATE GRANTS - AIRPORT	0.00	0.00	0.00	0.00	0.00
101-253-541.010	STATE GRANT- LARA	0.00	0.00	0.00	0.00	0.00
101-253-543.000	CRIMINAL JUSTICE TRAINING FUND	0.00	0.00	0.00	0.00	0.00
101-253-543.020	PROBATE JUDGE SALARY REIMBURSE	134,000.00	63,205.30	0.00	70,794.70	47.17
101-253-543.021	OTHER REVENUE - PSIC LOCAL MATCH	0.00	0.00	0.00	0.00	0.00
101-253-543.025	JUDICIAL SALARY STANDARDIZATION	45,724.00	22,862.00	0.00	22,862.00	50.00
101-253-543.030	MARINE SAFETY - STATE GRANT	27,900.00	27,900.00	0.00	0.00	100.00
101-253-543.035	SNOWMOBILE SAFETY	8,500.00	8,500.00	0.00	0.00	100.00
101-253-543.045	EMERG PREPAREDNESS RADIO COMM GRANT	0.00	0.00	0.00	0.00	0.00
101-253-543.046	2002 STATE DOMESTIC PREP PRGRM	0.00	0.00	0.00	0.00	0.00
101-253-543.047	2003 STATE DOMESTIC PREP PRGRM	0.00	0.00	0.00	0.00	0.00
101-253-543.048	2002 SUPPL PLANNING GRANT	0.00	0.00	0.00	0.00	0.00
101-253-543.049	2003 SHSGP EXERCISE GRANT	0.00	0.00	0.00	0.00	0.00
101-253-543.050	2003 SHSGP PART II PLANNER GRANT	0.00	0.00	0.00	0.00	0.00
101-253-543.051	2003 SHSGP PART II TRAINING	0.00	0.00	0.00	0.00	0.00
101-253-543.052	2003 HOMELAND SEC ASSMNT & STRATEGY	0.00	0.00	0.00	0.00	0.00
101-253-543.053	2004 MICH HOMELAND SECURITY GRANT	0.00	0.00	0.00	0.00	0.00

User: TBYARD

PERIOD ENDING 08/31/2024

DB: Oceana County

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	YTD BALANCE 08/31/2024	ACTIVITY FOR MONTH 08/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
101-253-543.054	2005 MICH HOMELAND SECURITY	0.00	0.00	0.00	0.00	0.00
101-253-543.060	CONVEYING CONVICTS	2,000.00	1,050.05	165.45	949.95	52.50
101-253-543.070	TOWNSHIP LIQUOR LICENSE	10,000.00	9,879.10	4,169.55	120.90	98.79
101-253-543.080	P.A. 106 LIQUOR TAX	85,000.00	73,233.00	0.00	11,767.00	86.16
101-253-543.090	STATE CORR DIVERTED FELONS	90,000.00	49,175.00	6,145.00	40,825.00	54.64
101-253-543.095	MDOC DETAINER	10,000.00	6,270.15	175.00	3,729.85	62.70
101-253-543.100	PUBLIC SERVICE OFFICER GRANT	48,000.00	48,000.00	0.00	0.00	100.00
101-253-543.110	ACT 374 STATE CJO PAYMENT	20,400.00	0.00	0.00	20,400.00	0.00
101-253-543.120	ORV LAW ENFORCMENT GRANT AGREEMENT	34,000.00	0.00	0.00	34,000.00	0.00
101-253-546.000	SECONDARY ROAD PATROL	50,000.00	46,216.00	0.00	3,784.00	92.43
101-253-546.100	TRAFFIC SAFETY EQUIPMENT	0.00	0.00	0.00	0.00	0.00
101-253-546.200	BYRNE MEMORIAL GRANT	0.00	0.00	0.00	0.00	0.00
101-253-547.000	COURT EQUITY FUNDS	103,000.00	56,380.00	0.00	46,620.00	54.74
101-253-555.000	P.A. 264 HEALTH & SAFETY FUND	0.00	0.00	0.00	0.00	0.00
101-253-561.000	FR. OF. CT. INCENTIVE PMT-ADC	50,000.00	5,272.00	0.00	44,728.00	10.54
101-253-561.020	DEPT OF AG - ANIMAL WELFARE GRANT	0.00	0.00	0.00	0.00	0.00
101-253-561.200	FED INTERSTATE/MEDICAL INCENTIVES	0.00	0.00	0.00	0.00	0.00
101-253-561.300	FOC MEDICAL SUPPORT ENFORCEMENT	0.00	0.00	0.00	0.00	0.00
101-253-562.000	STATE CRP - FOC (34%)	0.00	0.00	0.00	0.00	0.00
101-253-573.001	LOCAL COMMUNITY STABILIZATION SHARE TAX	80,000.00	75,895.65	0.00	4,104.35	94.87
101-253-574.000	CO REV SHARING/CO INCENTIVE PMT	641,671.00	438,996.64	147,990.64	202,674.36	68.41
101-253-575.000	REMONUMENTATION	44,701.00	44,700.36	29,488.20	0.64	100.00
101-253-581.001	CONTRIBUTIONS-LOCAL-AERIAL P	0.00	0.00	0.00	0.00	0.00
101-253-607.021	TAX CERTIFICATIONS	6,500.00	3,706.00	616.00	2,794.00	57.02
101-253-607.022	INHERITANCE TAX COLLECTION FEE	0.00	0.00	0.00	0.00	0.00
101-253-607.200	AIRPORT BUILDING DOCUMENT FEES	0.00	0.00	0.00	0.00	0.00
101-253-609.000	RECORDING FEES	0.00	0.00	0.00	0.00	0.00
101-253-611.000	RECORD COPYING	3,500.00	3,517.50	9.00	(17.50)	100.50
101-253-612.000	CERTIFICATIONS	0.00	0.00	0.00	0.00	0.00
101-253-613.000	SALE OF TIMBER	0.00	0.00	0.00	0.00	0.00
101-253-630.000	GIS-MAPSINDEED	0.00	0.00	0.00	0.00	0.00
101-253-631.000	WEIGHMASTER	20,000.00	15,000.00	5,000.00	5,000.00	75.00
101-253-642.000	SALES	0.00	0.00	0.00	0.00	0.00
101-253-642.100	SALE OF FUEL - AIRPORT	32,000.00	19,299.51	2,923.63	12,700.49	60.31
101-253-665.000	INTEREST	300.00	499.98	90.81	(199.98)	166.66
101-253-665.010	CD INTEREST	0.00	0.00	0.00	0.00	0.00
101-253-665.020	INSURANCE DIVIDENDS	50,000.00	0.00	0.00	50,000.00	0.00
101-253-665.025	INSURANCE PAYMENT	0.00	0.00	0.00	0.00	0.00
101-253-665.030	RETURNED CHECK FEE	455.00	528.00	70.00	(73.00)	116.04
101-253-666.000	DIVIDENDS	160,000.00	136,770.48	0.00	23,229.52	85.48
101-253-667.000	BUILDING RENTAL	50.00	0.00	0.00	50.00	0.00
101-253-667.001	BLDG RENTAL - CMHS LAWSUIT	0.00	0.00	0.00	0.00	0.00
101-253-668.000	OIL & GAS LEASE MONEY	0.00	0.00	0.00	0.00	0.00
101-253-668.002	PARKING FEES - AIRPORT	0.00	0.00	0.00	0.00	0.00
101-253-669.000	INVESTMENT GAINS & LOSSES	0.00	0.00	0.00	0.00	0.00
101-253-670.000	MISCELLANEOUS INTEREST	0.00	0.00	0.00	0.00	0.00
101-253-671.000	AIRPORT LEASE	19,000.00	20,543.41	1,050.00	(1,543.41)	108.12
101-253-671.100	OTHER LEASES	0.00	0.00	0.00	0.00	0.00
101-253-674.000	CONTRIBUTIONS & DONATIONS	0.00	0.00	0.00	0.00	0.00
101-253-674.001	DONATIONS-K9 UNIT	0.00	0.00	0.00	0.00	0.00
101-253-675.001	RAP GRANT - MMRMA	0.00	0.00	0.00	0.00	0.00
101-253-676.000	REIMBURSEMENTS - GENERAL	364,238.00	112,862.98	11,526.89	251,375.02	30.99
101-253-676.001	REIMBURSEMENTS - TAX BOND	4,000.00	985.53	0.00	3,014.47	24.64
101-253-676.002	REIMBURSEMENTS-SSCENT (LOCAL)	0.00	0.00	0.00	0.00	0.00
101-253-676.003	REIMBURSEMENT-RETIREE HEALTH PREMIUM	21,300.00	17,120.25	1,620.93	4,179.75	80.38
101-253-676.004	REIMBURSEMENTS - CAT TEAM	0.00	(1,911.50)	0.00	1,911.50	100.00

PERIOD ENDING 08/31/2024

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	YTD BALANCE 08/31/2024	ACTIVITY FOR MONTH 08/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
101-253-676.005	REIMBURSEMENTS - JUROR COMPENSATION	2,500.00	2,428.00	0.00	72.00	97.12
101-253-676.006	REIMBURSEMENTS - EDC STAFF ASST	0.00	0.00	0.00	0.00	0.00
101-253-676.007	REIMBURSEMENTS - PROS ATTY	0.00	0.00	0.00	0.00	0.00
101-253-676.008	REIMBURSEMENTS-REGION6 HOMELAND SECURITY	15,000.00	0.00	0.00	15,000.00	0.00
101-253-676.009	REIMBURSEMENTS-TREASURER CARETAKER FEE	0.00	0.00	0.00	0.00	0.00
101-253-676.010	REIMBUREMENTS - MSU 4H PROGRAM SALARY	0.00	0.00	0.00	0.00	0.00
101-253-676.011	REIMBURSEMENTS - ELECTIONS	0.00	0.00	0.00	0.00	0.00
101-253-676.012	REIMBURSEMENTS - PRISONER MEDICAL	0.00	0.00	0.00	0.00	0.00
101-253-676.013	REIMBURSEMENTS - VOTER REGISTRATION	0.00	0.00	0.00	0.00	0.00
101-253-676.015	REIMBURSEMENTS - LAKE BOARD ADMIN	0.00	0.00	0.00	0.00	0.00
101-253-676.016	REIMBURSEMENTS - SSCENT FORFEITURE	0.00	0.00	0.00	0.00	0.00
101-253-676.017	REIMBURSEMENTS - BANK FEES	0.00	0.00	0.00	0.00	0.00
101-253-676.040	REIMBURSEMENTS- PROS ATTY VICTIMS RIGHTS	59,000.00	33,835.49	4,269.99	25,164.51	57.35
101-253-676.041	REIMBURSEMENTS-JUV CRIME VICTIMS RIGHTS	3,000.00	0.00	0.00	3,000.00	0.00
101-253-676.042	REIMBURSEMENTS - STOP GRANT	0.00	0.00	0.00	0.00	0.00
101-253-676.050	REIMBURSEMENTS - SSCENT OFFICER	0.00	0.00	0.00	0.00	0.00
101-253-676.051	REIMBURSEMENTS - SSCENT/HEMP PROGRAM	2,000.00	0.00	0.00	2,000.00	0.00
101-253-676.400	REIMBURSEMENT - COBRA	3,442.00	3,441.26	0.00	0.74	99.98
101-253-687.000	REFUNDS - GENERAL	16,304.00	21,733.17	1,654.84	(5,429.17)	133.30
101-253-687.001	CREDIT CARD REBATES	200.00	211.00	31.00	(11.00)	105.50
101-253-687.003	REFUNDS/REBATES - GAS TAX GENERAL	0.00	0.00	0.00	0.00	0.00
101-253-689.000	CASH OVER/SHORT	10.00	0.09	0.00	9.91	0.90
101-253-692.000	YEAR-END FROM PREVIOUS YEAR	178,649.00	0.00	0.00	178,649.00	0.00
101-253-693.000	SALE OF ASSETS	354.00	353.32	0.00	0.68	99.81
101-253-697.000	NOTE/LOAN PROCEEDS	0.00	0.00	0.00	0.00	0.00
101-253-699.000	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
101-253-699.254	TRANSFERS IN - FORECLOSURE FUND	0.00	0.00	0.00	0.00	0.00
101-253-699.255	TRANSFERS IN-HMSTD DENIAL INT	0.00	2,329.49	0.00	(2,329.49)	100.00
Total Dept 253 - COUNTY TREASURER		11,398,398.00	1,970,588.95	255,096.93	9,427,809.05	17.29
Dept 257 - EQUALIZATION						
101-257-476.000	CHARGES FOR SERVICES	55,000.00	36,650.00	9,350.00	18,350.00	66.64
101-257-609.000	CHARGES TO TAXING UNITS	0.00	0.00	0.00	0.00	0.00
Total Dept 257 - EQUALIZATION		55,000.00	36,650.00	9,350.00	18,350.00	66.64
Dept 262 - ELECTIONS						
101-262-676.000	REIMBURSEMENTS - GENERAL	0.00	0.00	0.00	0.00	0.00
101-262-676.021	OTHER REVENUE - ELECTION PROGRAMMING	20,000.00	7,400.00	0.00	12,600.00	37.00
101-262-676.022	ELECTION REIMBURSEMENT	87,700.00	6,828.89	0.00	80,871.11	7.79
101-262-678.000	ELECTION FILING FEE	1,100.00	1,100.00	0.00	0.00	100.00
Total Dept 262 - ELECTIONS		108,800.00	15,328.89	0.00	93,471.11	14.09
Dept 283 - CIRCUIT COURT						
101-283-545.000	DRUG CASE INFO MNGMNT ACCT	250.00	0.00	0.00	250.00	0.00
101-283-607.111	CRIME VICTIMS	1,000.00	929.76	181.43	70.24	92.98
101-283-608.000	COURT FILING FEES	4,841.00	3,069.00	310.00	1,772.00	63.40
101-283-608.010	FORENSIC ASSESSMENT	0.00	0.00	0.00	0.00	0.00
101-283-609.000	JURY DEMAND FEES	700.00	540.00	60.00	160.00	77.14
101-283-610.000	WRIT OF GRNSHMNT/RESTIT/ATTACH	500.00	480.00	15.00	20.00	96.00
101-283-611.100	APPELLATE CT APPT ATTORNEY FEE	0.00	0.00	0.00	0.00	0.00

PERIOD ENDING 08/31/2024

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	YTD BALANCE 08/31/2024	ACTIVITY FOR MONTH 08/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
101-283-612.000	APPEAL FEES	50.00	0.00	0.00	50.00	0.00
101-283-613.000	MOTION FEES	2,800.00	1,670.00	340.00	1,130.00	59.64
101-283-614.000	CERTIFIED COPIES	1,400.00	946.00	184.00	454.00	67.57
101-283-615.000	SUBPOENA	0.00	0.00	0.00	0.00	0.00
101-283-616.000	CHILD CARE COLLECTION FEE	5,500.00	182.50	12.50	5,317.50	3.32
101-283-617.000	CHILD CARE COLLECTION FEES	0.00	0.00	0.00	0.00	0.00
101-283-618.000	DNA-CIRCUIT	250.00	234.20	24.20	15.80	93.68
101-283-619.000	RECORD COPIES	1,700.00	1,523.00	135.00	177.00	89.59
101-283-621.000	CONTEMPT FEES	200.00	150.00	100.00	50.00	75.00
101-283-630.000	MISC. COURT COSTS AND FEES	25.00	25.00	0.00	0.00	100.00
101-283-630.010	FILIATION ORDERS	75.00	18.00	0.00	57.00	24.00
101-283-656.000	BOND FORFEITURES & BOND COSTS	11,000.00	2,400.00	580.00	8,600.00	21.82
101-283-657.000	ORDINANCE FINES AND COSTS	134.00	134.00	0.00	0.00	100.00
101-283-660.000	STATUTE COSTS	11,000.00	10,232.84	2,219.50	767.16	93.03
101-283-676.000	REIMBURSEMENTS - GENERAL	0.00	0.00	0.00	0.00	0.00
101-283-676.300	ATTORNEY FEE REIMBURSEMENT	1,500.00	478.00	119.00	1,022.00	31.87
101-283-687.000	RECORD SEARCHES	1,800.00	0.00	0.00	1,800.00	0.00
Total Dept 283 - CIRCUIT COURT		44,725.00	23,012.30	4,280.63	21,712.70	51.45
Dept 286 - DISTRICT COURT						
101-286-476.000	DISCOVERY SUBPOENA	0.00	0.00	0.00	0.00	0.00
101-286-479.030	BENCH WARRANT FEES	14,000.00	8,014.00	1,275.00	5,986.00	57.24
101-286-544.000	DRUNK DRIVING CASE FLOW ASSIST	6,500.00	4,001.93	0.00	2,498.07	61.57
101-286-545.000	DRUG CASE INFO MNGMNT ACCT	0.00	0.00	0.00	0.00	0.00
101-286-600.000	COURT COSTS	179,804.00	114,399.30	21,117.05	65,404.70	63.62
101-286-601.000	COURT FILING FEES	20,000.00	11,412.00	1,618.00	8,588.00	57.06
101-286-602.000	GARNISHMENT FEES	0.00	0.00	0.00	0.00	0.00
101-286-603.000	MARRIAGE FEES	300.00	10.00	0.00	290.00	3.33
101-286-604.000	10% BOND COSTS	2,000.00	237.00	30.00	1,763.00	11.85
101-286-605.000	CERTIFIED COPIES	2,000.00	307.00	64.00	1,693.00	15.35
101-286-606.001	CERTIFIED MAIL	721.00	468.00	104.00	253.00	64.91
101-286-607.111	CRIME VICTIMS	5,500.00	2,961.97	391.19	2,538.03	53.85
101-286-609.000	FORMS	200.00	121.00	9.00	79.00	60.50
101-286-610.001	WRIT OF EXECUTION	33,000.00	7,815.00	5,010.00	25,185.00	23.68
101-286-610.002	COURT RESTITUTION COLLECTIONS	0.00	0.00	0.00	0.00	0.00
101-286-611.000	JURY DEMAND FEES	100.00	40.00	0.00	60.00	40.00
101-286-615.000	FORENSIC LAB FEE	0.00	0.00	0.00	0.00	0.00
101-286-618.000	DNA-DISTRICT COURT	0.00	0.00	0.00	0.00	0.00
101-286-620.000	PROBATION OVERSIGHT	15,000.00	6,786.00	700.00	8,214.00	45.24
101-286-623.000	PUBLIC DEFENDER ASSESSMENT	0.00	0.00	0.00	0.00	0.00
101-286-626.000	MISC COURT COSTS & FEES	2,500.00	1,000.00	220.00	1,500.00	40.00
101-286-656.000	SOS	1,500.00	251.80	60.00	1,248.20	16.79
101-286-656.001	NO PROOF OF INSURANCE FEE	5,000.00	1,989.00	350.00	3,011.00	39.78
101-286-657.000	ORDINANCE FINES AND COSTS	2,000.00	760.80	110.55	1,239.20	38.04
101-286-663.000	BOND FORFEITURE & BOND COSTS	20,500.00	10,050.00	950.00	10,450.00	49.02
101-286-676.000	REIMBURSEMENTS - GENERAL	0.00	0.00	0.00	0.00	0.00
101-286-676.300	ATTORNEY FEE REIMBURSEMENT	8,500.00	4,442.00	346.00	4,058.00	52.26
101-286-687.000	RECORD SEARCH	0.00	0.00	0.00	0.00	0.00
Total Dept 286 - DISTRICT COURT		319,125.00	175,066.80	32,354.79	144,058.20	54.86
Dept 289 - FRIEND OF THE COURT						
101-289-476.000	STATUTORY FEES	24,959.00	17,692.39	2,090.97	7,266.61	70.89

PERIOD ENDING 08/31/2024

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	YTD BALANCE 08/31/2024	ACTIVITY FOR MONTH 08/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
101-289-476.100	PROCESSING FEE	0.00	0.00	0.00	0.00	0.00
101-289-608.200	JUDGEMENT FEES	0.00	0.00	0.00	0.00	0.00
101-289-609.020	NON-ADC COLLECTIONS	0.00	0.00	0.00	0.00	0.00
101-289-609.030	CONFINEMENT COLLECTIONS	0.00	0.00	0.00	0.00	0.00
101-289-611.000	RECORD COPYING	0.00	0.00	0.00	0.00	0.00
101-289-639.010	TITLE SEARCH FEE	0.00	0.00	0.00	0.00	0.00
101-289-676.000	REIMBURSEMENTS - GENERAL	41.00	40.42	0.00	0.58	98.59
Total Dept 289 - FRIEND OF THE COURT		25,000.00	17,732.81	2,090.97	7,267.19	70.93
Dept 294 - PROBATE COURT						
101-294-479.000	SECRET MARRIAGE LICENSE	0.00	0.00	0.00	0.00	0.00
101-294-479.030	PHOTOCOPIES	350.00	295.00	8.00	55.00	84.29
101-294-601.000	COURT FILING FEE	0.00	0.00	0.00	0.00	0.00
101-294-607.031	COLLECTION FEE-VICTIMS RIGHTS	0.00	0.00	0.00	0.00	0.00
101-294-607.300	WILLS FOR SAFEKEEPING	400.00	175.00	0.00	225.00	43.75
101-294-612.000	GUARDIAN AD LITEM REIMB.	0.00	0.00	0.00	0.00	0.00
101-294-613.000	CERTIFIED COPIES	1,000.00	1,176.00	187.00	(176.00)	117.60
101-294-614.000	ESTATE INVENTORY FEE	12,500.00	10,968.88	637.95	1,531.12	87.75
101-294-615.000	CHILD CARE COLLECTION FEE	0.00	0.00	0.00	0.00	0.00
101-294-616.000	MOTION FEES	1,250.00	1,030.50	140.00	219.50	82.44
101-294-617.000	JURY DEMAND FEES	0.00	0.00	0.00	0.00	0.00
101-294-620.000	APPEAL FEE	0.00	0.00	0.00	0.00	0.00
101-294-621.000	OPEN SAFE DEPOSIT BOX	0.00	0.00	0.00	0.00	0.00
101-294-626.000	MISC. COURT COSTS & FEES	0.00	0.00	0.00	0.00	0.00
101-294-629.000	LETTERS OF AUTHORITY	100.00	0.00	0.00	100.00	0.00
101-294-676.000	REIMBURSEMENTS - GENERAL	0.00	0.00	0.00	0.00	0.00
101-294-699.000	INTERFUND TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
Total Dept 294 - PROBATE COURT		15,600.00	13,645.38	972.95	1,954.62	87.47
Dept 296 - PROSECUTING ATTORNEY						
101-296-671.000	CAPITAL LEASE PROCEED	0.00	0.00	0.00	0.00	0.00
101-296-676.000	REIMBURSEMENTS - GENERAL	4,000.00	4,000.00	4,000.00	0.00	100.00
Total Dept 296 - PROSECUTING ATTORNEY		4,000.00	4,000.00	4,000.00	0.00	100.00
Dept 301 - SHERIFF						
101-301-439.000	MARIJUANA TAX	0.00	0.00	0.00	0.00	0.00
101-301-570.002	VICTIM'S SERVICES GRANT-MSAES	0.00	0.00	0.00	0.00	0.00
101-301-607.001	PROCESSING FEE	0.00	0.00	0.00	0.00	0.00
101-301-607.002	STATUTORY FEES FOR CIVIL PROCE	9,000.00	4,020.00	482.00	4,980.00	44.67
101-301-607.003	MILEAGE FEES FOR CIVIL PROCESS	3,900.00	2,112.90	305.04	1,787.10	54.18
101-301-607.004	VEHICLE INSPECTION FEES	4,500.00	2,800.00	300.00	1,700.00	62.22
101-301-607.005	REPORT COPY FEES	4,000.00	2,823.35	400.00	1,176.65	70.58
101-301-607.006	PHOTOGRAPH REPRODUCTION FEES	25.00	20.00	0.00	5.00	80.00
101-301-607.007	CHARGES FOR SERVICES	80,000.00	63,508.33	13,084.21	16,491.67	79.39
101-301-607.010	FINES AND COSTS	0.00	0.00	0.00	0.00	0.00
101-301-607.011	INMATE TELEPHONE COMMISSION	6,000.00	5,717.85	812.65	282.15	95.30
101-301-607.013	BOAT LIVERY INSPECTION FEES	0.00	0.00	0.00	0.00	0.00
101-301-607.014	REWARD - SOCIAL SECURITY	3,000.00	1,000.00	0.00	2,000.00	33.33
101-301-607.015	RESTITUTION FOR DRUNK DRIVING	5,000.00	4,380.00	950.00	620.00	87.60
101-301-607.016	FINGERPRINT - LIVE SCAN	2,800.00	1,692.00	306.00	1,108.00	60.43

PERIOD ENDING 08/31/2024

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	YTD BALANCE 08/31/2024	ACTIVITY FOR MONTH 08/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
101-301-607.017	SEX OFFENDER REGISTRATION	1,500.00	480.00	0.00	1,020.00	32.00
101-301-618.000	DNA-SHERIFF`	800.00	630.50	60.50	169.50	78.81
101-301-626.002	TETHER DAILY FEE	2,800.00	1,821.00	141.00	979.00	65.04
101-301-626.003	TETHER HOOKUP FEE	75.00	0.00	0.00	75.00	0.00
101-301-626.004	ROOM/BOARD FOR JAIL INMATES	32,000.00	18,161.10	2,129.03	13,838.90	56.75
101-301-674.000	CONTRIBUTIONS & DONATIONS	18,000.00	0.00	0.00	18,000.00	0.00
101-301-675.001	RAP GRANT - MMRMA	0.00	0.00	0.00	0.00	0.00
101-301-676.000	REIMBURSEMENTS - GENERAL	17,000.00	16,079.22	0.00	920.78	94.58
101-301-676.100	REIMBURSEMENTS FROM EMPLOYEES	1,000.00	250.00	0.00	750.00	25.00
101-301-676.200	REIMBURSED INMATE MEDICAL EXPENSE	5,500.00	4,328.60	451.62	1,171.40	78.70
101-301-693.000	SALE OF SURPLUS PROPERTY	2,000.00	1,428.30	0.00	571.70	71.42
101-301-693.101	SALE OF RECOV/ABANDONED/FORFEITED PROP	0.00	0.00	0.00	0.00	0.00
Total Dept 301 - SHERIFF		198,900.00	131,253.15	19,422.05	67,646.85	65.99
Dept 302 - STUDENT RESOURCE OFFICER						
101-302-676.000	REIMBURSEMENTS - GENERAL	81,788.00	81,787.11	0.00	0.89	100.00
Total Dept 302 - STUDENT RESOURCE OFFICER		81,788.00	81,787.11	0.00	0.89	100.00
Dept 327 - JAG - LIVESCAN PALM READER						
101-327-512.000	LIVE SCAN PALM READER GRANT	0.00	0.00	0.00	0.00	0.00
Total Dept 327 - JAG - LIVESCAN PALM READER		0.00	0.00	0.00	0.00	0.00
Dept 334 - CLICK IT OR TICKET						
101-334-512.000	JAG - MOBILE DATA WIRELESS GRANT	0.00	0.00	0.00	0.00	0.00
Total Dept 334 - CLICK IT OR TICKET		0.00	0.00	0.00	0.00	0.00
Dept 351 - JAIL						
101-351-676.000	REIMBURSEMENTS - GENERAL	0.00	0.00	0.00	0.00	0.00
Total Dept 351 - JAIL		0.00	0.00	0.00	0.00	0.00
Dept 430 - ANIMAL CONTROL						
101-430-479.000	DOG LICENSE FEES	2,392.00	1,154.00	359.00	1,238.00	48.24
101-430-479.010	KENNEL LICENSE FEES	155.00	105.00	0.00	50.00	67.74
101-430-479.012	POUND FEES	1,800.00	1,083.00	110.00	717.00	60.17
101-430-479.015	SURRENDER FEE	400.00	400.00	50.00	0.00	100.00
101-430-479.020	DISPOSAL FEES	600.00	600.00	90.00	0.00	100.00
101-430-479.021	EUTHANASIA FEES	300.00	220.00	0.00	80.00	73.33
101-430-479.030	COPY FEES	0.00	0.00	0.00	0.00	0.00
101-430-479.040	KENNEL INSPECTION FEES	315.00	315.00	0.00	0.00	100.00
101-430-480.000	SALE OF DOGS	2,200.00	1,570.00	260.00	630.00	71.36
101-430-635.000	RESTITUTION	0.00	0.00	0.00	0.00	0.00
101-430-674.000	DONATIONS	8.00	8.00	0.00	0.00	100.00
101-430-675.010	TWO SEVEN OH GRANT REVENUE	7,662.00	7,661.85	7,661.85	0.15	100.00
101-430-676.000	REIMBURSEMENTS - GENERAL	0.00	0.00	0.00	0.00	0.00
		103				

PERIOD ENDING 08/31/2024

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	YTD BALANCE 08/31/2024	ACTIVITY FOR MONTH 08/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Revenues						
Total Dept 430 - ANIMAL CONTROL		15,832.00	13,116.85	8,530.85	2,715.15	82.85
Dept 442 - DRAIN COMMISSIONER						
101-442-422.010	SOIL EROSION PERMITS	0.00	0.00	0.00	0.00	0.00
101-442-476.000	PLAT REVIEW	0.00	0.00	0.00	0.00	0.00
101-442-476.020	COPIES & MAPS	0.00	0.00	0.00	0.00	0.00
101-442-476.030	ENGINEERING REVIEW DEPOSITS	0.00	0.00	0.00	0.00	0.00
101-442-491.000	SOIL & EROSION PERMITS	22,500.00	24,875.00	2,350.00	(2,375.00)	110.56
101-442-676.000	REIMBURSEMENTS - GENERAL	0.00	0.00	0.00	0.00	0.00
101-442-676.001	REIMBURSEMENTS - TAX BOND	0.00	0.00	0.00	0.00	0.00
101-442-687.000	REFUNDS - GENERAL	0.00	0.00	0.00	0.00	0.00
Total Dept 442 - DRAIN COMMISSIONER		22,500.00	24,875.00	2,350.00	(2,375.00)	110.56
Dept 528 - TRANSFER STATION/RECYCLING CEN						
101-528-492.000	TRANSFER FEES	250,000.00	177,434.00	25,286.00	72,566.00	70.97
101-528-492.010	RECYCLING	9,000.00	4,847.00	738.00	4,153.00	53.86
101-528-676.000	REIMBURSEMENTS - GENERAL	9,000.00	7,447.00	0.00	1,553.00	82.74
Total Dept 528 - TRANSFER STATION/RECYCLING CEN		268,000.00	189,728.00	26,024.00	78,272.00	70.79
Dept 595 - AIRPORT						
101-595-671.000	LEASE INTEREST REVENUE	0.00	0.00	0.00	0.00	0.00
Total Dept 595 - AIRPORT		0.00	0.00	0.00	0.00	0.00
Dept 605 - CONTAGIOUS DISEASES						
101-605-528.131	FEDERAL GRANTS - OTHER	0.00	0.00	0.00	0.00	0.00
101-605-528.267	FEDERAL GRANTS - OTHER	0.00	0.00	0.00	0.00	0.00
101-605-528.301	FEDERAL GRANTS - OTHER	0.00	0.00	0.00	0.00	0.00
Total Dept 605 - CONTAGIOUS DISEASES		0.00	0.00	0.00	0.00	0.00
Dept 711 - REGISTER OF DEEDS						
101-711-422.010	TRANSFER TAX	150,000.00	110,119.35	20,683.85	39,880.65	73.41
101-711-476.000	CHARGES FOR SERVICES	170,000.00	108,504.58	12,000.80	61,495.42	63.83
101-711-618.002	PASSPORTS	0.00	0.00	0.00	0.00	0.00
Total Dept 711 - REGISTER OF DEEDS		320,000.00	218,623.93	32,684.65	101,376.07	68.32
Dept 728 - ECONOMIC & COMMUNITY DEVELOPMENT						
101-728-674.000	DONATIONS	0.00	0.00	0.00	0.00	0.00
Total Dept 728 - ECONOMIC & COMMUNITY DEVELOPMENT		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		13,705,846.00	3,164,003.92	400,195.58	10,541,842.08	23.09

REVENUE REPORT FOR OCEANA COUNTY
PERIOD ENDING 08/31/2024

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	YTD BALANCE 08/31/2024	ACTIVITY FOR MONTH 08/31/2024	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		13,705,846.00	3,164,003.92	400,195.58	10,541,842.08	23.09

EXPENDITURE REPORT FOR OCEANA COUNTY
 PERIOD ENDING 08/31/2024

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	YTD BALANCE 08/31/2024	BUDGET AMENDMENT ACTIVITY	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
000 - GENERAL		1,016,746.00	486,746.00	0.00	530,000.00	47.87
101 - BOARD OF COMMISSIONERS		221,433.00	143,685.44	0.00	77,747.56	64.89
172 - COUNTY ADMINISTRATION		368,864.00	235,005.53	1,700.00	133,858.47	63.71
208 - INSURANCE		185,574.00	139,820.74	0.00	45,753.26	75.35
209 - UNEMPLOYMENT		3,000.00	0.00	0.00	3,000.00	0.00
215 - COUNTY CLERK		244,195.00	155,240.95	1,380.00	88,954.05	63.57
216 - JURY BOARD		2,585.00	1,556.99	0.00	1,028.01	60.23
217 - APPORTIONMENT		0.00	0.00	0.00	0.00	0.00
221 - HEALTH DEPARTMENT		0.00	0.00	0.00	0.00	0.00
223 - COUNTY AUDITING		45,280.00	45,280.00	0.00	0.00	100.00
228 - DATA PROCESSING		53,162.00	43,382.99	0.00	9,779.01	81.61
229 - TECHNOLOGY DEPARTMENT		155,047.00	86,781.80	1,675.00	68,265.20	55.97
244 - TAX ALLOCATION BOARD		0.00	0.00	0.00	0.00	0.00
245 - REMONUMENTATION BUDGET		40,727.00	12,427.55	0.00	28,299.45	30.51
248 - GENERAL SERVICES ADMIN.		748,585.00	592,292.06	62.00	156,292.94	79.12
249 - PLAT BOARD		582.00	0.00	0.00	582.00	0.00
250 - MICROFILMING		1,500.00	1,231.30	0.00	268.70	82.09
251 - RECORD COPYING		0.00	0.00	0.00	0.00	0.00
252 - TELEPHONE COMMUNICATIONS		0.00	0.00	0.00	0.00	0.00
253 - COUNTY TREASURER		304,039.00	212,536.51	0.00	91,502.49	69.90
255 - TAX TRIBUNAL REFUNDS ORDERED		5,000.00	0.00	0.00	5,000.00	0.00
256 - CONTINGENCY		50,000.00	0.00	0.00	50,000.00	0.00
257 - EQUALIZATION		224,080.00	160,651.41	0.00	63,428.59	71.69
262 - ELECTIONS		141,676.00	69,601.44	1,300.00	72,074.56	49.13
265 - COURTHOUSE AND GROUNDS		296,568.00	180,584.59	0.00	115,981.41	60.89

EXPENDITURE REPORT FOR OCEANA COUNTY
 PERIOD ENDING 08/31/2024

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	YTD BALANCE 08/31/2024	BUDGET AMENDMENT ACTIVITY	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
283 - CIRCUIT COURT		717,878.00	421,813.13	0.00	296,064.87	58.76
286 - DISTRICT COURT		385,505.00	239,009.53	0.00	146,495.47	62.00
289 - FRIEND OF THE COURT		595,905.00	380,631.56	0.00	215,273.44	63.87
292 - LAW LIBRARY		0.00	0.00	0.00	0.00	0.00
294 - PROBATE COURT		317,641.00	190,341.44	0.00	127,299.56	59.92
295 - CIRCUIT COURT PROBATION/PAROLE		6,000.00	1,368.63	0.00	4,631.37	22.81
296 - PROSECUTING ATTORNEY		423,224.20	275,664.23	6,575.20	147,559.97	65.13
298 - FAMILY COUNSELING		2,500.00	0.00	0.00	2,500.00	0.00
301 - SHERIFF		3,240,093.00	2,141,830.62	20,000.00	1,098,262.38	66.10
302 - STUDENT RESOURCE OFFICER		108,261.00	65,950.43	33,331.00	42,310.57	60.92
316 - CLICK IT OR TICKET		0.00	0.00	0.00	0.00	0.00
326 - OHSP-MOBILE DATA TERMINAL		0.00	0.00	0.00	0.00	0.00
327 - JAG - LIVESCAN PALM READER		0.00	0.00	0.00	0.00	0.00
331 - MARINE LAW		124,104.00	46,820.39	166.00	77,283.61	37.73
332 - SNOWMOBILE ENFORCEMENT		37,130.00	26,800.01	0.00	10,329.99	72.18
333 - SECONDARY ROAD PATROL		100,875.00	46,215.96	0.00	54,659.04	45.82
334 - CLICK IT OR TICKET		0.00	0.00	0.00	0.00	0.00
341 - COMMUNITY WILDFIRE PROTECTION		0.00	0.00	0.00	0.00	0.00
351 - JAIL		1,523,939.73	1,069,763.64	200.00	454,176.09	70.20
422 - PSIC INTEROPERABLE COMM		0.00	0.00	0.00	0.00	0.00
423 - 2002 SUPPL PLANNING GRANT		0.00	0.00	0.00	0.00	0.00
426 - EMERGENCY MANAGEMENT		114,098.00	62,040.16	0.00	52,057.84	54.37
430 - ANIMAL CONTROL		203,632.00	127,066.84	162.00	76,565.16	62.40
442 - DRAIN COMMISSIONER		175,884.00	115,763.29	0.00	60,120.71	65.82
445 - DRAINS - PUBLIC BENEFIT		3,100.00	2,941.31	0.00	158.69	94.88

EXPENDITURE REPORT FOR OCEANA COUNTY
 PERIOD ENDING 08/31/2024

GL NUMBER	DESCRIPTION	2024 AMENDED BUDGET	YTD BALANCE 08/31/2024	BUDGET AMENDMENT ACTIVITY	AVAILABLE BALANCE	% BDGT USED
Fund 101 - GENERAL FUND						
528	- TRANSFER STATION/RECYCLING CEN	437,526.00	291,773.38	109,722.00	145,752.62	66.69
568	- SOIL CONSERVATION DISTRICT	20,000.00	20,000.00	0.00	0.00	100.00
595	- AIRPORT	130,167.00	76,691.39	0.00	53,475.61	58.92
601	- HEALTH DEPARTMENT	220,655.00	147,051.85	0.00	73,603.15	66.64
605	- CONTAGIOUS DISEASES	2,000.00	180.53	0.00	1,819.47	9.03
648	- MEDICAL EXAMINER	79,934.00	50,960.15	13,927.00	28,973.85	63.75
649	- MENTAL HEALTH	130,000.00	84,627.06	0.00	45,372.94	65.10
662	- CHILD CARE	0.00	0.00	0.00	0.00	0.00
670	- BOARD OF SOCIAL SERVICES - DSS	0.00	0.00	0.00	0.00	0.00
689	- VETERANS RELIEF	0.00	0.00	0.00	0.00	0.00
690	- HOUSING COMMISSION	0.00	0.00	0.00	0.00	0.00
701	- PLANNING	22,600.00	9,809.26	0.00	12,790.74	43.40
710	- MSU EXTENSION	146,495.00	109,796.25	0.00	36,698.75	74.95
711	- REGISTER OF DEEDS	231,278.00	157,858.24	0.00	73,419.76	68.25
728	- ECONOMIC & COMMUNITY DEVELOPMENT	86,460.00	81,996.89	0.00	4,463.11	94.84
751	- PARKS & RECREATION COMMISSION	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		13,695,525.93	8,811,591.47	190,200.20	4,883,934.46	64.34
Fund 101 - GENERAL FUND:						
TOTAL EXPENDITURES		13,695,525.93	8,811,591.47	190,200.20	4,883,934.46	64.34



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, September 12, 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 August 22, 2024 Pages 111 - 113 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 Erickson	Courthouse Window Film Motion 2024-91 to approve the quote with Firehouse Films Window Tinting for film for the south side windows of the county building as requested by the Security Committee in the amount of \$2,699.32 with funds to be paid from the public improvement fund. Roll Call	2024-91
Commissioner Hardy	County Airport Parking Seal Coat Motion 2024-92 to approve seal coating for the County Airport parking lot in the amount of \$2,963 from West Michigan Seal Coating with funds to be paid from the public improvement fund. Roll Call	2024-92
Commissioner Beggs	CodeRed/IPAWS Memorandum of Understanding Agreements Motion 2024-95 to approve the Memorandum of Understanding Agreement with Muskegon and Mason Counties to assist with CodeRed Alerts, if necessary, and allow the Chair to sign. Roll Call	2024-96
Commissioner Erickson	Animal Control Ordinance Motion 2024-96 to adopt Ordinance 2024-07 Oceana County Animal Control Ordinance, as authorized by the Dog Law of 1919, MCL 287.289a, for animal control programs, facilities, personnel and necessary expenses incurred in animal control. Roll Call	2024-96

Presenter	Description	Item #
Commissioner Hardy	<p>Courthouse Security Contract</p> <p>Motion 2024-97 to approve a three-year contract with H Security & Investigations LLC from January 1, 2025 through December 31, 2027 for the purpose of courthouse security with the contract price for 2025 to be \$ _____ and \$ _____ for 2026 & 2027.</p> <p style="text-align: right;">Roll Call</p>	2024-97
Commissioner Beggs	<p>Sale of Surplus Property</p> <p>Motion 2024-98 to allow the sale, by closed bid, of the 2007 Zodiac 17-foot inflatable boat, Model #500SRMN, with E-Tex motor and trailer with the request for bids to be posted publicly for 10 business days, to be submitted to the Sheriff's Department.</p> <p style="text-align: right;">Roll Call</p>	2024-98
Commissioner Erickson	<p>Drain Commissioner Request</p>	2024-99
Commissioner Hardy	<p>Construction Board of Appeals Reappointments</p> <p>Motion 2024-100 to reappoint to the Construction Board of Appeals Bill Adams and Mike Blackmer with terms to expire on July 31, 2028, and John Moir, Gary Phillips, Kevin Erickson and Gary Lankfer to expire on July 31, 2029.</p>	2024-100
Commissioner Beggs	<p>Grant Partnership Agreement</p> <p>Motion 2024-101 to approve the EPA Community Change Grant Partnership Agreement with the Ladder Community Center, a 501c3 for the purpose of applying for, and if awarded, completing an Environmental Protection Agency (EPA) Community Change Grant for the construction of a community center.</p> <p style="text-align: right;">Roll Call</p>	2024-101
Commissioner Erickson	<p>Building Department Remodel</p> <p>Motion 2024-102 to approve the quote with Blackmer Construction in an amount not to exceed \$31,000 for the remodel of the conference room at the District #10 Health Department for the purpose of the relocation of the County Building Department.</p> <p style="text-align: right;">Roll Call</p>	2024-102
Commissioner Hardy	<p>Payment of Claims</p> <p style="text-align: right;">Pages 114 - 116</p>	2024-103
REPORTS FROM COMMISSIONERS AND DEPARTMENT HEADS		
	Public Comment (<i>state your name, current address, and agenda item or topic</i>)	
	Adjournment	

**Board Conference Room
August 22, 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 22, 2024, at 11:30 a.m.

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

Roll was called by Chief Deputy Clerk Coon. Present: Mr. Erickson, Mr. Morse, Mr. Beggs, Mr. Hardy, and Mr. Walker.

Also Present: Ms. Byard, Oceana County Administrator; and Ms. Coon, Oceana County Chief Deputy Clerk.

Moved by Mr. Beggs and seconded by Mr. Erickson to approve the minutes from the August 8, 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. No additions were mentioned.

Moved by Mr. Morse and supported by Mr. Erickson to approve the agenda as presented.

Voice vote. Motion carried.

Public Comment

There were no public comments at this time.

Agenda Items

MOTION #2024- 78 – ELECTRICAL INSPECTOR CONTRACT

Moved by Mr. Morse and supported by Mr. Hardy, 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.

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

Motion carried.

MOTION #2024 – 79 – MECHANICAL INSPECTOR CONTRACT

Moved by Mr. Erickson and supported by Mr. Beggs, 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.

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

Motion carried.

MOTION #2024 – 90 – HVAC UNIT COUNTY JAIL

Moved by Mr. Beggs and supported by Mr. Hardy, 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.

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

Motion carried.

MOTION #2024 – 91 – COURTHOUSE WINDOW FILM ** TABLED**

Moved by Mr. Erickson and supported by _____, 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.

Roll call vote: Mr. Erickson – _1_; Mr. Beggs – ___; Mr. Morse – ___; Mr. Hardy – ___; and Mr. Walker – _5_.

Motion carried.

MOTION #2024 – 92 – COUNTY AIRPORT PARKING SEAL COAT ** TABLED**

Moved by Mr. Morse and supported by _____, 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.

Roll call vote: Mr. Morse – _1_; Mr. Beggs – ___; Mr. Erickson – ___; Mr. Hardy – ___; and Mr. Walker – _5_.

Motion carried.

MOTION #2024 – 93 – COUNTY PROSECUTOR EXPERT FEES

Moved by Mr. Beggs and supported by Mr. Erickson, 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 Resterstoff case and allow the Administrator to make the necessary adjustments.

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

Motion carried.

MOTION #2024- 94 – PAYMENT OF CLAIMS

Moved by Mr. Hardy and supported by Mr. Morse, to adopt Motion #2024-94, approving the payment of accounts payable and release of funds for August 22, 2024.

AMBULANCE	\$105.94
GIS	-0-
FOC	11,411.31
PENTWATER-HART TRAIL	-0-
SHELBY TWP COMM PARK	-0-
BROWNFIELD	24,390.40
AUTOMATION R.O.D.	1,443.62

INDIGENT DEFENSE	46,221.14
LCOT	92.00
K9 UNIT	-0-
CJT	400.00
CDBG	-0-
ARPA	-0-
VETERANS AFFAIRS	5086.13
TECH & INNOVATION	2,232.37
CAPITAL PROG/EQUIP REP	-0-
PUBLIC IMPROVEMENT	-0-
FORECLOSURE	-0-
BUILDING DEPARTMENT	21,537.99
GENERAL FUND	419,657.33

GRAND TOTAL \$532,578.23

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

Motion carried.

Commissioner’s Reports

Mr. Morse noted that he would like to see continued support for the animal control ordinance.

Mr. Erickson stated that the 153rd Oceana County fair is underway. He reported that The auction is tonight, tractor pull and demolition derby to follow in the upcoming nights.

Mr. Hardy stated there was a 911 meeting yesterday. The National Night out was discussed and the public greatly appreciated it.

Mr. Walker stated there are numerous things going on in the county. WMCMH was the only community health in Michigan that met their goals and no other community health achieved their goals. WMCMH and Health Department are working on the new ruling from the department of labor regarding the threshold of \$58,656.00 annual salary and overtime pay.

Ms. Coon stated the minutes are all downloaded to the website.

Public Comment

There were no public comments at this time.

Chairperson Walker asked if there was any further business to come before the Board. There being none, the meeting adjourned at 11:52 a.m.

Melanie A. Coon, Oceana County Chief Deputy Clerk

Date

Mr. Walker, Chairperson

Board Approval of Accounts Payable & Release of Funds

Thursday, September 12, 2024

FUND	DEPT #	DEPARTMENT	PR#	PAID	UNPAID	TOTAL
210		AMBULANCE		\$ 2,072.38	\$ 649.20	\$ 2,721.58
		AMBULANCE FUND TOTAL		\$ 2,072.38	\$ 649.20	\$ 2,721.58
211		GIS		\$ -	\$ -	\$ -
		GIS FUND TOTAL		\$ -	\$ -	\$ -
215		FOC		\$ -	\$ 2,194.06	\$ 2,194.06
		FOC PAYROLL	17,18	\$ -	\$ -	\$ -
		FOC FICA	17,18	\$ -	\$ -	\$ -
		FOC RETIREMENT	17,18	\$ -	\$ -	\$ -
		FOC FRINGE	17,18	\$ -	\$ -	\$ -
		WORKERS COMP	17,18	\$ -	\$ -	\$ -
		FOC FUND TOTAL		\$ -	\$ 2,194.06	\$ 2,194.06
238		PENTWATER-HART TRAIL		\$ 500.00	\$ -	\$ 500.00
		PENTWATER-HART TRAIL FUND TOTAL		\$ 500.00	\$ -	\$ 500.00
239		SHELBY TWP COMMUNITY PARK		\$ -	\$ -	\$ -
		SHELBY TWP COMMUNITY PARK FUND TOTAL		\$ -	\$ -	\$ -
243		BROWNFIELD REDEVELOPMENT AUTHORITY		\$ -	\$ -	\$ -
		BROWNFIELD REDEVELOP. AUTHORITY TOTAL		\$ -	\$ -	\$ -
256		AUTOMATION R.O.D.		\$ -	\$ -	\$ -
		AUTOMATION R.O.D. FUND TOTAL		\$ -	\$ -	\$ -
260		INDIGENT DEFENSE		\$ -	\$ 25,028.64	\$ 25,028.64
		INDIGENT DEFENSE PAYROLL		\$ 4,283.90	\$ -	\$ 4,283.90
		INDIGENT DEFENSE FICA	17,18	\$ 531.91	\$ -	\$ 531.91
		INDIGENT DEFENSE RETIREMENT	17,18	\$ -	\$ -	\$ -
		INDIGENT DEFENSE FRINGE	17,18	\$ 70.49	\$ -	\$ 70.49
		WORKERS COMP	17,18	\$ -	\$ -	\$ -
		INDIGENT DEFENSE FUND TOTAL		\$ 4,886.30	\$ 25,028.64	\$ 29,914.94
264		LCOT		\$ 92.00	\$ -	\$ 92.00
		LCOT PAYROLL	17,18	\$ -	\$ -	\$ -
		LCOT FICA	17,18	\$ -	\$ -	\$ -
		LCOT RETIREMENT	17,18	\$ -	\$ -	\$ -
		WORKERS COMP	17,18	\$ -	\$ -	\$ -
		RETIREMENT	17,18	\$ -	\$ -	\$ -
		LOCT FUND TOTAL		\$ -	\$ -	\$ -
267		K9 UNIT		\$ -	\$ 307.98	\$ 307.98
		K9 UNIT FUND		\$ -	\$ 307.98	\$ 307.98
272		CRIMINAL JUSTICE TRAINING		\$ 245.00	\$ -	\$ 245.00
		CRIMINAL JUSTICE TRAINING FUND TOTAL		\$ 245.00	\$ -	\$ 245.00
277		CDBG		\$ -	\$ -	\$ -
		CDBG FUND TOTAL		\$ -	\$ -	\$ -
286		ARPA		\$ 15,105.85	\$ -	\$ 15,105.85
		APRA FUND TOTAL		\$ 15,105.85	\$ -	\$ 15,105.85
293		DEPT OF VET AFFAIRS		\$ 140.31	\$ 3,662.75	\$ 3,803.06
		DEPT OF VET AFFAIRS PAYROLL	17,18	\$ 7,458.11	\$ -	\$ 7,458.11
		DEPT OF VET AFFAIRS FICA	17,18	\$ 563.25	\$ -	\$ 563.25
		DEPT OF VET AFFAIRS RETIREMENT	17,18	\$ -	\$ -	\$ -

	DEPT OF VET AFFAIRS FRINGE	17,18	\$	11.00	\$	-	\$	11.00
	WORKERS COMP	17,18	\$	69.25	\$	-	\$	69.25
	DEPT OF VET AFFAIRS FUND TOTAL		\$	8,241.92	\$	3,662.75	\$	11,904.67
298	TECHNOLOGY & INNOVATION		\$	3,873.41	\$	840.72	\$	4,714.13
	TECHNOLOGY & INNOVATION FUND TOTAL		\$	3,873.41	\$	840.72	\$	4,714.13
405	CAPITAL PROJ-EQUIP REPLACE		\$	-	\$	-	\$	-
	CAPITAL PROJ-EQUIP REPLACE FUND TOTAL		\$	-	\$	-	\$	-
445	PUBLIC IMPROVEMENT		\$	-	\$	4,474.64	\$	4,474.64
	PUBLIC IMPROVEMENT FUND TOTAL		\$	-	\$	4,474.64	\$	4,474.64
549	BUILDING DEPARTMENT		\$	29,920.18	\$	575.22	\$	30,495.40
	BUILDING DEPARTMENT PAYROLL	17,18	\$	5,083.71	\$	-	\$	5,083.71
	BUILDING DEPARTMENT FICA	17,18	\$	379.69	\$	-	\$	379.69
	BUILDING DEPARTMENT RETIREMENT	17,18	\$	-	\$	-	\$	-
	BUILDING DEPARTMENT FRINGE	17,18	\$	5.50	\$	-	\$	5.50
	WORKERS COMP	17,18	\$	137.23	\$	-	\$	137.23
	BUILDING DEPARTMENT FUND TOTAL		\$	35,526.31	\$	575.22	\$	36,101.53
101	GENERAL FUND	PR#	PAID		UNPAID		TOTAL	
	101	BOARD OF COMMISSIONERS	\$	7,943.69	\$	26.55	\$	7,970.24
	172	ADMINISTRATOR/FISCAL OFFICER	\$	-	\$	9.29	\$	9.29
	208	INSURANCE	\$	215.91	\$	-	\$	215.91
	209	UNEMPLOYMENT COMPENSATION	\$	-	\$	-	\$	-
	215	COUNTY CLERK	\$	-	\$	409.56	\$	409.56
	216	JURY BOARD	\$	-	\$	-	\$	-
	217	APPORTIONMENT	\$	-	\$	-	\$	-
	223	COUNTY AUDITING	\$	-	\$	-	\$	-
	228	DATA PROCESSING	\$	-	\$	-	\$	-
	229	TECHNOLOGY	\$	27.05	\$	118.00	\$	145.05
	244	TAX ALLOCATION	\$	-	\$	-	\$	-
	245	REMONUMENTATION	\$	-	\$	-	\$	-
	248	GENERAL SERVICES	\$	212.54	\$	17,940.91	\$	18,153.45
	249	PLAT BOARD	\$	-	\$	-	\$	-
	250	MICROFILM	\$	-	\$	-	\$	-
	253	COUNTY TREASURER	\$	-	\$	-	\$	-
	257	EQUALIZATION	\$	-	\$	24,265.00	\$	24,265.00
	262	ELECTIONS	\$	-	\$	20,031.43	\$	20,031.43
	265	COURTHOUSE/GROUNDS	\$	6,275.00	\$	3,952.12	\$	10,227.12
	283	CIRCUIT COURT	\$	201.36	\$	220.00	\$	421.36
	286	DISTRICT COURT	\$	5.37	\$	673.00	\$	678.37
	289	FRIEND OF THE COURT	\$	141.28	\$	422.99	\$	564.27
	294	PROBATE COURT	\$	3.51	\$	656.70	\$	660.21
	295	PROBATION/PAROLE	\$	-	\$	-	\$	-
	296	PROSECUTING ATTORNEY	\$	146.73	\$	-	\$	146.73
	298	FAMILY COUNSELING	\$	-	\$	-	\$	-
	301	SHERIFF	\$	2,114.68	\$	2,020.44	\$	4,135.12
	331	MARINE LAW	\$	-	\$	-	\$	-
	332	SNOWMOBILE ENFORCEMENT	\$	-	\$	-	\$	-
	333	ROAD PATROL	\$	-	\$	-	\$	-
	351	JAIL	\$	13,007.67	\$	3,297.80	\$	16,305.47

426	EMERGENCY MANAGEMENT		\$	165.96	\$	256.73	\$	422.69
430	ANIMAL CONTROL		\$	1,577.31	\$	361.14	\$	1,938.45
442	DRAIN COMMISSIONER		\$	268.00	\$	-	\$	268.00
445	DRAINS - PUBLIC BENEFIT		\$	-	\$	-	\$	-
528	TRANSFER STATION/RECYCLING CENTER		\$	145.11	\$	35,656.39	\$	35,801.50
568	SOIL CONSERVATION		\$	-	\$	-	\$	-
595	AIRPORT		\$	549.02	\$	206.38	\$	755.40
601	HEALTH DEPARTMENT		\$	409.84	\$	1,298.39	\$	1,708.23
605	CONTAGIOUS DISEASES		\$	-	\$	-	\$	-
648	MEDICAL EXAMINER		\$	-	\$	2,291.32	\$	2,291.32
649	COMMUNITY MENTAL HEALTH		\$	-	\$	-	\$	-
701	PLANNING COMMISSION		\$	-	\$	1,955.00	\$	1,955.00
710	MSU EXTENSION		\$	-	\$	-	\$	-
711	REGISTER OF DEEDS		\$	-	\$	-	\$	-
728	EDC		\$	9.24	\$	-	\$	9.24
	GENERAL PAYROLL	17,18	\$	442,148.71	\$	-	\$	442,148.71
	GENERAL FICA	17,18	\$	32,740.42	\$	-	\$	32,740.42
	GENERAL RETIREMENT	17,18	\$	-	\$	-	\$	-
	GENERAL FRINGE	17,18	\$	865.24	\$	-	\$	865.24
	WORKERS COMP	17,18	\$	18,736.44	\$	-	\$	18,736.44
GENERAL FUND TOTAL			\$	527,910.08	\$	116,069.14	\$	643,979.22
GRAND TOTAL			\$	598,711.25	\$	153,802.35	\$	752,163.60
GENERAL FUND WITHOUT PAYROLL			\$	33,419.27				