# Finance Committee Agenda

10/18/2022 1:30 PM Conf Rm F

Meeting called by:

Ray Steinke

Note taker:

Paul Bullock

Attendees:

Bill Routley, Jerri Strong, Marilynn Bradstrom, Mindy Taylor

---- Agenda Topics ----

Call To Order

**Public Comment** 

Parks Request for Resolution to DNR

Workers Comp Refund

World County I amount

Federal Revenue Sharing

Commissioner Per Diem and Travel

Listed Bills

Other Business

Adjournment

Administrator

Administrator

Administrator

# **Finance Committee Minutes**

10/18/2022 1:30 PM Conf Rm F

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Ray Steinke

Note taker:

Paul Bullock

Attendees:

Bill Routley, Jerri Strong, Marilynn Bradstrom, Mindy Taylor

----- Agenda Topics -----

Call To Order

1:30 PM

**Public Comment** 

**NONE** 

Parks Request for Resolution to DNR

Administrator

Discussion: The Committee reviewed a request from the Parks Commission for a resolution to accept the Development Agreement for Brower Park.

Conclusions: The Committee will recommend to the Board that the resolution be adopted and the Parks Superintendent authorized to sign the Project Agreement.

Workers Comp Refund

Administrator

Discussion: The Committee reviewed a memo from the Administrator advising of a Workers Comp refund in the amount of \$99,107.

Conclusions: The Committee will recommend to the Board that \$59,890 be deposited in the General fund and pro rata refunds of \$31,187 to Fund 210 EMS, \$494 to Fund 249 Building Dept., and \$7,536 to Fund 508 Parks.

Federal Revenue Sharing

Administrator

Discussion: The Committee reviewed an email regarding a Federal Revenue sharing program.

Conclusions: The Committee will recommend to the Board that the Administrator be authorized to complete the documentation to apply for the available funding.

Commissioner Per Diem and Travel

Discussion: The Committee reviewed and approved all Commissioner per diem and travel.

Listed Bills

Discussion: The Committee reviewed all bills

Conclusions: The Committee will recommend that all bills be paid.

Other Business

Discussion: The Administrator requested permission to offer three HBL Health plans; a 250, 500, and 1,000 for 2023.

Conclusions: The Committee will recommend to the Board that the request be approved.

Adjournment

2:15 pm

From: Jettrey Abel \Jabel@mecostacoantypantation

Sent: Friday, October 14, 2022 10:33 AM

To: Paul Bullock < pbullock@mecostacounty.org >
Cc: Marcee Purcell < mpurcell@mecostacounty.org >

Subject: FW: Brower Park Grant Agreement

Importance: High

Good Morning,

I'm being told that an additional resolution is needed by the County BOC to accept the DNR Project Agreement for the Shallow Water Boat Launch project at Brower County Park.

There is a sample of the resolution on Page 8 of the attached project agreement. I've also attached a copy of the originally approved resolution that was supplied for the submission of the grant.

Could this document please be added to your next agenda for approval as a formality to keep this grant project moving forward?

Thank You, Jeff Abel Parks Superintendent (231)-832-3246

From: Matt Levandoski < mlevandoski@preinnewhof.com >

Sent: Friday, October 14, 2022 9:48 AM

To: Jeffrey Abel < jabel@mecostacountyparks.com >

Subject: [External Sender] Brower Park Grant Agreement

Importance: High

Hey Jeff,

I was poking around the MDNR grant website and noticed that your grant agreement says "past due". I reached out Alex at MDNR and she said its ok, but it should be completed along with a resolution as soon as possible. Here are the next steps you'll need to take to get the agreement in place officially.

#### **Next Steps:**

- 1. Print the Project Agreement attached.
- 2. Sign the signature page, scan & email it back to me.
- 3. Print out the "Boundary Map" attached and please sign and date it and return it.
- 4. Draft a Resolution (sample at end of the agreement)
- 5. At your next county board meeting pass a resolution to accept grant.
- 6. Scan and email me the certified resolution.
- 7. P&N will upload the "Boundary Map"
- 8. P&N will upload the "legal description" of project area
- 9. P&N will upload the "certified resolution"

Once all the files are uploaded, I'll let you know and you can sign in to the MDNR page and submit by going to the left-navigation go to Status Options and apply the status for "PA Submitted"

Thank you,

Matthew G. Levandoski, PLA
Prein&Newhof
t. 616-364-8491 d. 616-588-9018
Website | Blog | LinkedIn

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subject to the terms and conditions specified herein.

Michigan Department of Natural Resources - Grants Management

### Michigan Natural Resources Trust Fund Development Project Agreement

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between **Mecosta County** in the county of **Mecosta County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act **151 of 2022**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is

Project Title: Brower County Park - Water Access Project #: TF21-0101 \$281,400.00 **Grant Amount:** PROJECT TOTAL: \$402,000.00 \$120,600.00 30% Match Amount: End Date: 07/31/2024 Date of Execution by DEPARTMENT Start Date: As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 09/18/2022 or the Agreement may be cancelled by the DEPARTMENT. This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it. The Agreement is considered executed when signed by the DEPARTMENT. The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein. **GRANTEE** SIGNED By [Print Name]: Title: Organization: **DUNS Number** CV0048191 SIGMA Vendor Number SIGMA Address ID MICHIGAN DEPARTMENT OF NATURAL RESOURCES SIGNED By: Grants Section Manager Date of Execution by DEPARTMENT

GRANTEF CONTACT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiGrants, which is accessed through <a href="https://www.michigan.gov/dnr-grants">www.michigan.gov/dnr-grants</a>, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

**DEPARTMENT CONTACT** 

<u> </u>	
	MNRTF Grant Program Manager
Name/Title	Name/Title
	Grants Management/DNR Finance & Operations
Organization	Organization
	525 W. Allegan Street, Lansing, MI 48933
Address	Address
	P.O. Box 30425, Lansing, MI 48909
Address	Address
	517-284-7268
Telephone Number	Telephone Number
	DNR-Grants@michigan.gov
E-mail Address	E-mail Address

- 2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number TF21-0101 uploaded to MiGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
- 3. The time period allowed for project completion is from 07/20/2022 through 07/31/2024, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
- 4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
- 5. The words "project facilities" shall mean the following individual components, as further described in the application.

Access Pathway 6' wide or more
Bench(es)
Boat Wash Down Waterline & Connection
Boating Launch or Ramp
Canoe/Kayak Launch or Ramp
Fence
Fishing Pier or Dock
Landscaping
Paved Parking Lot
Rain Garden with Native Plants
Recycle Bin(s)
Signage
Trash Bin(s)

Vault/Pit Toilet(s)

#### 6. The DEPARTMENT will:

- a. grant to the GRANTEE a sum of money equal to Seventy percent (70%) of Four Hundred and Two Thousand dollars (\$402,000.00), which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed Two Hundred and Eighty-One Thousand Four Hundred dollars (\$281,400.00).
- grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
  - i. Payments will be made on a reimbursement basis at **Seventy percent (70%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
  - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
  - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
  - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

#### 7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide One Hundred and Twenty Thousand Six Hundred dollars (\$120,600.00) in local match. This sum represents Thirty percent (30%) of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
  - Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
  - ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
  - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
  - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.

- vii. Bury all new utilities within the project area.
- viii.Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
- g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
- h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
- maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area
- j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
- k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
- 8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning January 1, 2022 and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
- To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
  - Submit a progress report every 180 days during the project period.
  - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
  - c. Submit a complete request for final reimbursement within 90 days of project completion and no later than 10/31/2024. If the GRANTEE fails to submit a complete final request for reimbursement by 10/31/2024, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
- 10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written

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authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.

- 11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
- 12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
- 13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
  - a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
  - Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated
  - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
  - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
- **14.** The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
- 15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
- 16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
  - a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
  - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
  - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
- 17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such

replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.

#### 18. The GRANTEE acknowledges that:

- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
- b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.
- 19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
- 20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
- 21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
  - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
  - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
- 22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
- 23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
- 24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
- 25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
- 26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The

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GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.

- 27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
- 28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
  - a. Terminate this Agreement; and/or
  - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
  - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or
  - d. Require repayment of grant funds already paid to GRANTEE; and/or
  - e. Require specific performance of the Agreement.
- 29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
- 30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
- 31. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
- 32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
- 33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
- **34.** The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.

# Mecosta County RESOLUTION #2022-12

MDNR Trust Fun	d Development Project Agreemen	ıt
Upon motion made by	, seconded by	, the
"RESOLVED, that the County of Mecosta, Magreement as received from the Michigan D County of Mecosta does hereby specifically	epartment of Natural Resources, and that the	ne
1. To appropriate all funds necessary to compone hundred twenty thousand six hundred (\$DEPARTMENT.	plete the project during the project period a \$120,600) dollars to match the grant author	nd to provide ized by the
2. To maintain satisfactory financial account DEPARTMENT for auditing at reasonable ti		ailable to the
3. To construct the project and provide such terms of said Agreement.	funds, services, and materials as may be ne	ecessary to satisfy the
4. To regulate the use of the facility construction by the public on equal and reasonable terms.	ted and reserved under this Agreement to a	ssure the use thereof
5. To comply with any and all terms of said a foregoing portions of this Resolution."	Agreement including all terms not specifica	ally set forth in the
The following aye votes were recorded:		
The following nay votes were recorded:		·
STATE OF MICHIGAN)		
) ss		*
COUNTY OF MECOSTA)		
I,	ces, which Resolution was adopted by t	nent with the
Signature		
Title		
Date		



# COUNTY OF MECOSTA

### C ommissioners BOARD OF

400 ELM STREET, BIG RAPIDS, MI 49307 Phone (231) 796-2505 Fax (231) 592-0121 www.mecostacounty.org

Marilynn Bradstrom District #1

Jerrilynn Strong District #2

Linda Howard District #3

Raymond Steinke District #4

Tom O'Neil District #5

Wendy Nystrom District #6

William Routley District #7

Paul E. Bullock Controller/Administrator To:

Mecosta County Board of Commissioners

From:

Paul E. Bullock

Controller/Administrator

Date:

October 14, 2022

Re:

Workers Compensation Refund (2021 Experience)

I am pleased to inform you that we have received a Workers Compensation refund in the amount of \$99,107 from the Michigan Association of Counties WC fund.

I request permission to make the following pro rata refunds to the three Special Revenue Funds that currently make cost allocation payments to the General Fund. The balance of the refund, \$59,890 will be deposited in the General Fund:

• Fund 210 EMS

\$31,187

• Fund 249 Building Dept.

\$494

• Fund 508 Parks Commission \$7,536

### **Local Assistance and Tribal Consistency Fund**

#### Allocations to Eligible Revenue Sharing Counties

### September 2022

Section 605 of the Social Security Act (the Act), added by Section 9901 of the American Rescue Plan (ARPA), established the Local Assistance and Tribal Consistency Fund (LATCF), which provides for Treasury to pay \$2 billion to eligible revenue sharing counties and eligible Tribal governments across fiscal years 2022 and 2023 for use on any governmental purpose except for a lobbying activity. This document summarizes Treasury's methodology for determining eligibility and allocating funds to eligible revenue sharing counties.

The Act appropriates \$1.5 billion to Treasury for payment to eligible revenue sharing counties, reserving \$750 million for each of fiscal years 2022 and 2023, and directs the Secretary of the Treasury (the Secretary) to allocate the funds "taking into account economic conditions of each eligible revenue sharing county using measurements of poverty rates, household income, land values, and unemployment rates as well as other economic indicators, over the 20 year period ending September 30, 2021."

#### Eligibility Criteria

### Statutory requirements for determining eligibility

The statute defines eligible revenue sharing counties to include any county, parish, or borough

- (i) that is independent of any other unit of local government;
- (ii) that, as determined by the Secretary, is the principal provider of government services for the area within its jurisdiction; and
- (iii) for which, as determined by the Secretary, there is a negative revenue impact due to implementation of a Federal program or changes to such program.<sup>2</sup>

The statute also specifically enumerates the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the United States Virgin Islands as eligible revenue sharing counties.<sup>3</sup>

<sup>&</sup>lt;sup>1</sup> 42 U.S.C. § 805(b)(1). Treasury previously announced the allocation of the \$500 million reserved for Tribal governments, available here: https://home.treasury.gov/system/files/136/605-LATCF-Allocation-Methodology-Summary.pdf.

<sup>&</sup>lt;sup>2</sup> See 42 U.S.C. § 805(f)(1)(A).

<sup>&</sup>lt;sup>3</sup> See id. § 805(f)(1)(B).

Defining "a county, parish, or borough" that is "independent of any other unit of local government" and "the principal provider of government services"

Treasury referred to Census Bureau classifications to determine which units of government constitute "a county, parish, or borough" that is "independent of any other unit of local government" and "the principal provider of government services." Treasury referred to the Census Bureau's census of governments<sup>4</sup> and its classification of the functional status of counties and equivalents.<sup>5</sup>

First, Treasury referred to those geographic areas classified by the Census as counties including those that the Census Bureau categorizes as parishes or boroughs.<sup>6</sup>

Second, Treasury determined that counties that are consolidated with other units of government are not "independent of any other unit of local government."

Third, Treasury determined that counties that do not have government functions or have only very limited government functions do not qualify as "principal provider[s] of government services." Such counties include those classified by the Census Bureau as "non-functioning legal entities."

Defining "negative revenue impact due to implementation of a federal program implementation or changes to such program"

Treasury is defining counties with a "negative revenue impact due to the implementation of a Federal program or changes to such a program" to be counties that participate in the Payments in Lieu of Taxes (PILT) program administered by the Department of the Interior and the Refuge Revenue Sharing program administered by the Fish and Wildlife Service (FWS). 9 Both of these revenue sharing programs provide funds to counties that are available for expenditure for general

<sup>&</sup>lt;sup>4</sup> See 13 U.S.C. § 161; Individual State Descriptions: 2017, 2017 Census of Governments, U.S. Census Bureau, G17-CG-ISD (April 2019) (2017 Census of Governments Report).

<sup>&</sup>lt;sup>5</sup> See Functional Status Codes and Definitions, U.S. Census Bureau, https://www.census.gov/library/reference/code-lists/functional-status-codes.html.

<sup>&</sup>lt;sup>6</sup> Entities in the Census of Governments Report with functional status codes of "F" and "S" are either fictitious county entities created by the Census Bureau to fill its geographic hierarchy or statistical entities that the Census Bureau uses to subdivide the unorganized borough of Alaska and are, therefore, not counties, parishes, or boroughs. See 2017 Census of Governments Report at 17.

<sup>&</sup>lt;sup>7</sup> Such counties are listed in the Census of Governments Report with functional status codes "B" and "C."

<sup>&</sup>lt;sup>8</sup> The Census Bureau lists those counties classified as non-functioning counties with functional status code"N." See 2017 Census of Governments Report at 280. In addition, the 14 counties in Vermont that perform very limited functions do not qualify as principal providers of government services. As summarized by the Census of Governments, Vermont's counties "perform very limited functions, which consist chiefly of maintaining the courthouse and county jail." See 2017 Census of Governments Report at 280.

<sup>&</sup>lt;sup>9</sup> More specifically, Treasury will include counties that otherwise qualify as eligible revenue sharing counties and are listed by Interior as having land that is entitlement land for purposes of PILT or donated or a cquired refuge land for purposes of the Refuge Revenue Sharing program.

purposes. Congress has not always provided consistent funding for these programs. <sup>10</sup> Counties receiving payments from these programs suffer a negative revenue impact when these programs are not fully funded, and the inconsistent funding of these programs means these counties are not able to confidently project their future revenues and thus are not able to plan their expenditures efficiently.

Under PILT, the Department of the Interior provides annual payments to counties and other local governments with certain categories of federal lands within their borders. These lands, referred to as "entitlement lands," include national parks, national forests, land managed by the Bureau of Land Management (BLM), land managed by FWS that has never left federal ownership, and others as set forth in PILT statute. Although Congress has appropriated full funding for the PILT program since fiscal year 2018, the PILT program has experienced other periods of constrained funding since 2005, requiring prorated reductions to the amounts paid to recipients under the allocation formula.

Under the Refuge Revenue Sharing program, the FWS provides annual payments to counties and other local governments that have land administered solely or primarily by the FWS. This includes payments for refuge lands that were acquired by or donated to the federal government and that are thus not included as entitlement lands for purposes of PILT. The Refuge Revenue Sharing program has also been inconsistently funded by Congress. Since 1981, Congress' appropriations for the program have varied, and the program has not been fully funded to pay the full amount to each county provided for in the allocation formula.

Thus, Treasury is defining counties "for which, as determined by the Secretary, there is a negative revenue impact due to implementation of a Federal program or changes to such program" as those counties that participate in the PILT and Refuge Revenue Sharing programs.

# District of Columbia, Commonwealth of Puerto Rico, Guam, and the U.S. Virgin Islands

The District of Columbia, the Commonwealth of Puerto Rico, Guam, and the U.S. Virgin Islands are statutorily included as eligible revenue sharing counties for the LATCF program.

### **Total Eligible Revenue Sharing Counties**

Overall, 2,086 total local governments meet the definition of a "county, parish, or borough" that is "independent of any other unit of local government" that is "the principal provider of services" and for which there is "a negative revenue impact as the result of the implementation of a federal program or changes to such program." This includes the District of Columbia and the 3 territories, Puerto Rico, Guam, and U.S. Virgin Islands, specifically enumerated as eligible by the statute.

<sup>&</sup>lt;sup>10</sup> See FWS, Historical Summary of Refuge Revenue Sharing Payments, <a href="https://www.fws.gov/sites/default/files/documents/RefugeRevShare%20Historical%20Summary2022.pdf">https://www.fws.gov/sites/default/files/documents/RefugeRevShare%20Historical%20Summary2022.pdf</a> (indicating less than full funding for the Refuge Revenue Sharing program since 1981). A discussion of a nnual funding levels for PILT is provided in Interior's PILT annual reports, available at <a href="https://www.doi.gov/pilt/resources/annual-reports">https://www.doi.gov/pilt/resources/annual-reports</a>.

#### Allocation Methodology

The Act provides that the Secretary shall determine the allocations for eligible revenue sharing counties "taking into account economic conditions of each eligible revenue sharing county, using measurements of poverty rates, household income, land values, and unemployment rates as well as other economic indicators, over the 20-year period ending with September 30, 2021."<sup>11</sup>

# Data Sources for Statutory Economic Indicators ("poverty rates, household income, land values, and unemployment rates")

Poverty Rates and Median Household Income

Treasury used data on poverty rates and median household income as published by the Census Bureau at the county level in its Small Area Income and Poverty Estimates (SAIPE) program, last published in December 2021, reflecting data for calendar year 2020. 12 This Census Bureau data source is meant to "provide estimates of income and poverty for the administration of federal programs and the allocation of federal funds to local jurisdictions." 13

### Unemployment Rates

Treasury used data on unemployment rates by county, through 2021, published by the Bureau of Labor Statistics (BLS) Local Area Unemployment Statistics (LAUS) dataset. BLS LAUS program data is derived from the Current Population Survey, which is the household survey that is the source of the national unemployment rate.<sup>14</sup>

#### Land Values

Given the program's legislative purpose of providing additional funding to counties with federal lands<sup>15</sup> and the lack of comprehensive availability of property value data at a county or territorial level, Treasury's allocation uses the amount of acres of federal land constituting entitlement land for the purposes of PILT and acquired or donated federal lands for purposes of the Refuge Revenue Sharing program for fiscal year 2021 in an eligible revenue sharing county.

# Data Sources for "Other Economic Indicators"

Treasury considered various other economic indicators to factor into the allocation methodology. In evaluating whether to add a specific metric, staff considered whether there is available data at

<sup>&</sup>lt;sup>11</sup> 42 U.S.C. § 805(b)(1).

<sup>12 &</sup>quot;The U.S. Census Bureau's Small Area Income and Poverty Estimates program produces single-year estimates of income and poverty for all U.S. states and counties." Census, Small Area Income and Poverty Estimate Program, https://www.census.gov/programs-surveys/saipe/about.html..

<sup>13</sup> Id.

<sup>&</sup>lt;sup>14</sup> BLS, Local Area Unemployment Statistics, https://www.bls.gov/lau/lauov.htm.

<sup>15 167</sup> CONG. REC. S1271 (daily ed. Mar. 5, 2021) (statement of Sen. Wyden).

the county level and the extent to which the additional metric captures something distinct from what is already required by the statute.

Treasury incorporated childhood poverty and population into the allocation as "other economic indicators." Childhood poverty, while correlated with overall poverty, provides a distinct measure of economic conditions, given the long-term impact of poverty on children. <sup>16</sup> Childhood poverty data is available as published by the Census Bureau at the county level in the SAIPE program, last published in December 2021, reflecting data for calendar year 2020, and is incorporated into the Economic Distress Index described further below.

Population is a useful proxy for the size of an economy and the extent of the burden placed on the county government to provide essential services. Population data at the county level is available as published by the Census Bureau via its Subcounty Resident Population Estimates data set.<sup>17</sup> To account for population as an additional economic indicator, as described further below, Treasury imposed a per capita maximum payment using population data as of July 1, 2021, scaled to the effective fiscal year 2021 per capita maximum under PILT.

#### Allocation Formula

Overall, Treasury's allocation formula is based on the calculation of a county's relative economic condition compared to other eligible revenue sharing counties and its acres of federal land. Allocations are subject to a total maximum of \$6,000,000, a total minimum of \$50,000, as well as a per capita maximum of \$300. This methodology and the above data sources were used to determine allocations for both fiscal years 2022 and 2023. Specifically, Treasury used the following methodology to allocate funds:

- Treasury calculated an Economic Distress Index (EDI) by multiplying economic indicators (poverty rate, childhood poverty rate, median household income, and unemployment rate), averaged over the 20-year period for which data are available, in proportion to their national figures (except for the data for Puerto Rico, which were averaged over the available 10-year period, and Guam and U.S. Virgin Islands, which do not have a calculated EDI, as further described below). A higher EDI value reflects relatively higher economic distress.
- Treasury sorted eligible revenue sharing counties into five groups based on the quintile of their EDI values, such that group 1 has the least distressed economic conditions and group 5 has the most distressed economic conditions. Counties in the same group receive the same "EDI group number," reflecting which EDI group they fall in. The relationship is such that counties in group 2 receive twice the EDI weighting as counties in group 1, counties in group 3 receive three times the EDI weighting as counties in group 1, counties

<sup>&</sup>lt;sup>16</sup> See, e.g., Chapter 3: Consequences of Child Poverty, A Roadmap to Reducing Child Poverty. National Academies of Sciences, Engineering, and Medicine. National Library of Medicine Bookshelf. https://www.ncbi.nlm.nih.gov/books/NBK547371/. February 28, 2019.

<sup>&</sup>lt;sup>17</sup> See Incorporated Places and Minor Civil Divisions Datasets: Subcounty Resident Population Estimates: April 1, 2020 to July 1, 2021 (SUB-EST2021); https://www.census.gov/newsroom/press-kits/2022/subcounty-estimates.html.

in group 4 receive four times the EDI weighting as counties in group 1, counties in group 5 receive five times the EDI weighting as counties in group 1.

- Treasury then calculated a county's "Scaled EDI" by multiplying its EDI group by its acres of federal land (sum of a county's PILT-eligible acres as listed by Interior as having land that is entitlement land for purposes of PILT or donated or acquired refuge land for purposes of the Refuge Revenue Sharing program).
- Treasury calculated the annual allocation for an eligible revenue sharing county by comparing the county's Scaled EDI as a proportion of the available annual funds (\$750,000,000) relative to the sum total of all Scaled EDIs, subject to a minimum, an absolute maximum, and a per capita maximum.
- Treasury calculated the total allocation of FY22 and FY23 payments by multiplying each eligible revenue sharing county's annual allocation by 2.

Treatment of the District of Columbia, Commonwealth of Puerto Rico, Guam, and the U.S. Virgin Islands

While all data described above is available for the District of Columbia, data availability varies for Puerto Rico, Guam, and the U.S. Virgin Islands. The District of Columbia is treated the same as other eligible revenue sharing counties in the allocation formula.

For Puerto Rico, while data is available for unemployment rate and land values, the data for poverty rate, childhood poverty rate, and median household income data is only available for a ten-year period, from 2010-2019. Accordingly, Treasury's evaluation of Puerto Rico's economic conditions is based on available data for 2010-2019.

For Guam and the U.S. Virgin Islands, BLS does not publish unemployment data, and poverty rate, childhood poverty rate, and median household income data is only available for 2009, 1999, and 1989 via the decennial Census. The available data suggests these territories should be placed in the most economically distressed group, group five, for purposes of the allocations.

#### Payment schedule

Treasury expects to make two payments to eligible counties. The first payment will be available immediately and will be made to eligible revenue sharing counties on a rolling basis. Treasury expects to make the second payment after the start of calendar year 2023.

To receive payments, eligible revenue sharing county governments must submit their information online through the Treasury Submission Portal, which is available at treasury.gov/LATCF. County governments will be required to complete payment information and sign an award agreement. The award agreement will cover both tranches of payments. After an eligible revenue sharing county government's submission is received, Treasury expects that it

will take approximately 4-5 business days for Treasury to review and process the payment. Once the information and documentation submitted is determined to be complete and accurate, the point of contact that an eligible revenue sharing county government designates in its online submission will receive information regarding the timing and amount of the first payment.

The deadline to complete the submission is January 31, 2023, at 11:59 PM AKST. If an eligible revenue sharing county government does not complete its submission by that deadline, the eligible revenue sharing county government will not be eligible to receive any payments under the LATCF.

Treasury may reallocate funds unclaimed by eligible revenue sharing county governments by the deadline noted. Treasury expects that the reallocated funds will be included in the second payment to counties that submitted the requisite information by the deadline.

In fiscal year 2023, Treasury expects to communicate to eligible revenue sharing county governments the amount of such reallocation, if any, and the date for the second payment.

# TRAVEL VOUCHER

# COUNTY OF MECOSTA

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Table 115/5

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# 23 of 28

### COUNTY OF MECOSTA

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Total	14.29
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Pay This Check With The Texas Roadhouse Mobile App! Or Visit TXRH.NCRPAY.COM

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Have A Legendary Day!

# VOUCHER

# COUNTY OF MECOSTA

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# VOUCHER

COUNTY OF MECOSTA	Voucher No.	
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9/1/2022	Commish	\$50.00
9/6/2022	Bldg/Grd	\$50.00
9/13/2022	Finance	\$50.00
9/15/2022	City/County/FSU	\$50.00
9/15/2022	Commish	\$50.00
9/19/2022	Mac Conf	\$100.00
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9/21/2022	Joint County Twshps Meeting	\$50.00
9/26/2022	AAAWM	\$100.00
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TOTAL \$650.00

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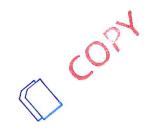
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# COUNTY OF MECOSTA

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# COUNTY OF MECOSTA

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