



VILLAGE COUNCIL PACKET

Monday, May 23, 2022

Prepared by:

Crystal Budde, Village Clerk

Brady Selner, Village Administrator

MEETING AGENDA

Village Council of the Village of Shelby
Monday, May 23, 2022, 6:00 P.M.
218 N. Michigan Ave.
Shelby, MI 49455



Agenda Topics:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Review minutes of the previous meetings:
 - a) May 9, 2022
5. Additions to Agenda
6. President's Report
7. Village Administrator's Report
8. Department Heads' Report
9. Correspondence:
10. Public Participation:
11. Old Business:
 - a) Peterson Farms Proposed Housing **D**
12. New Business:
 - a) Oceana County Housing Needs Assessment **AR**
 - b) Set Public Hearing for 2022 Tax Millage Rates **AR**
 - c) MDNR LWCF Project Agreement Resolution **AR**
 - d) Street Line Painting **AR**
13. Reports of Officers, Boards & Committees
 - a.) Planning Commission Ex- Officio Members: John Sutton, Paul Inglis
 - b.) Water & Sanitation Chair: Bill Harris, Co-Chair: Steve Crothers
 - c.) Streets & Sidewalks Chair: Dan Zaverl, Co-Chair: Mike Termer
 - d.) Parks, Rec & Bldgs. Chair: Damian Omness, Co-Chair: John Sutton

e.) Finance & Insurance Chair: Steve Crothers, Co-Chair: Bill Harris

f.) Personnel Chair: John Sutton, Co-Chair: Damian Omness

g.) Ordinances Chair: Mike Termer, Co-Chair: Dan Zaverl

14. Payment of Bills: May 23, 2022

15. Adjournment:

AR-Action Requested
D-Discussion Item

NEXT MEETING: **Monday, June 13, 2022**
NEXT RESOLUTION: 26-22
NEXT PROCLAMATION: 01-22
NEXT ORDINANCE: 01-22

**VILLAGE OF SHELBY
REGULAR COUNCIL MEETING OF May 9, 2022 at 6:00 P.M.
COUNCIL PROCEEDINGS**



1. CALL TO ORDER:

The regular meeting of the Common Council of the Village of Shelby was called to order at 6:00 P.M. by President Paul Inglis.

2. ROLL CALL:

Answering the roll call: Mike Termer, Steve Crothers, Paul Inglis, Dan Zaverl, Damian Omness, Bill Harris, and John Sutton.

Staff present: Village Administrator Brady Selner, Village Clerk/Treasurer Crystal Budde, DPW Supervisor Jeremiah Helenhouse, and Police Chief Steve Waltz.

3. PLEDGE OF ALLEGIANCE: All stood for the Pledge.

4. MINUTES:

a.) April 25, 2022

Steve Crothers moved to approve the minutes of the Regular Council meeting of April 25, 2022 as corrected.

Seconded by: Dan Zaverl.

Voice Vote: All in favor.

Motion Carried.

5. ADDITIONS TO THE AGENDA: No Additions to Agenda.

6. PRESIDENT'S REPORT: Nothing to report.

7. ADMINISTRATOR'S REPORT:

VA Selner reported that he had a conference call to confirm the loan, loan forgiveness, and grant amounts for the Village's EGLE Drinking Water State Revolving Fund (DWSRF) projects. The EGLE Order of Approval is set for May 16, 2022 with the bond closing set for June 6, 2022. The Village will pay its first interest payment on October 1, 2022 and the first principal payment on October 1, 2023. Contract B (lead service line replacement) will begin in June. Due to supply chain delays, Contract A (watermain replacement) will likely not begin until September or October. The Village's MDOT Category B grant expires September 30, 2022. VA Selner will be requesting a one-year extension to coordinate with the watermain project.

There is a delay in getting the Village's Michigan Economic Development Corporation Water Related Infrastructure (MEDC WRI) project out to bid. Well number 2 requires a restrictive covenant to be recorded with the Oceana County Register of Deeds for any property owner within the 100-foot isolation area of the well. The anticipated June 1, 2022 construction start date will be extended

accordingly.

The Village of Shelby has been selected to be a part of the Right Place's regional application for the MEDC's Revitalization and Placemaking Grant. VA Selner has a meeting next week to discuss the Village's Getty Park Project with the Right Place. This is another opportunity to receive additional funding for Getty Park. The Village's subgrant application is due May 23, 2022 and the regional application is due June 3, 2022.

The lights at the Village Hall have been replaced as part of the Consumers Energy rebate program.

The Water and Sanitation Committee met on May 4, 2022 to discuss a proposed housing project just north of the Village limits. Peterson Farms intends to build four 6-plexes and twelve, 800 square foot single-family homes. Water and sewer from the Village's system is being requested. This project is separate from the watermain extension to the Oceana Acres apartments on Baseline Road, but the agreements for both projects will likely be very similar. Parmenter Law is drafting the agreement which will be reviewed by Shelby Township and the Water and Sanitation Committee before coming to the Village Council for consideration.

VA Selner reported that he hopes to have the Snow and Ice Removal Procedure completed soon. He needs to connect with the Oceana County Road Commission to develop a memorandum of understanding for mutual aid before the policy can be completed.

8. DEPARTMENT HEADS' REPORTS:

DPW Supervisor Jeremiah Helenhouse reported that EGLE will be on site Wednesday, May 11, 2022 for the tri-annual well house inspections. This is a standard procedure that is required by EGLE to ensure that the Village is following guidelines and protocols.

Chief Waltz reported that 215 Pine Street had a large amount of garbage out by the road and that will be taken care of within the next few days.

9. CORRESPONDENCE: No Correspondence.

10. CITIZEN PARTICIPATION:

a.) Dave Spittler

Dave Spittler, Oceana County Road Commission Board Member addressed the Council and related that he had been appointed to the Road Commission Board to fill a vacancy last year. They have come to the next election cycle and the vacancy he filled is up for re-election. Mr. Spittler is running non-partisan and will be on the November ballot. He has been on the Oceana County Board of Road Commissioners for a little over a year and hopes that he can continue to serve those in Oceana County. Mr. Spittler also stated that he appreciates everything that the Village Council is doing in the Village of Shelby. It is hard to keep things going in a small community and the Village Council is doing positive things. He also praised VA Selner and stated that he has been an excellent resource for the Shelby Trails project.

11. OLD BUSINESS: No Old Business.

12. NEW BUSINESS:

a.) La Conasupo Easement Violation

La Conasupo received an easement from the Village of Shelby in 2010 after it was discovered that a portion of their building was on Village property. The purpose of the easement was to permit the identified encroachment and for the purpose of constructing an access ramp for ingress and egress to the building on the Village property. At the July 12, 2021, Village Council meeting, the 2010 easement was amended to expand the size of the easement to construct certain improvements within the easement area. The improvements included replacing the roof overhang/ramp and adding a concrete pad.

At the November 22, 2021 Village Council meeting, an amendment was approved specifically permitting the placement of a dumpster enclosure and shed within the easement. The amendment also included language that required the shed to be removed upon the Grantee's vacation of its property or the termination of the easement. On April 25, 2022, VA Selner inspected the property and found the improvements to be inconsistent with the approved easement. There are three options for the Village Council to consider:

1. Terminate the entire easement.
2. Remove the violation and maintain the approved easement.
3. Amend the easement to be consistent with what the improvements are.

VA Selner recommended that the owners remove the violation and proceed with the approved amendments.

Elizabeth Suarez, owner La Conasupo, stated that she has invested a great deal of money into the business. She asked that the Village Council not request her to remove the addition as she is using that for storage and does not have it in her budget to do that. She stated that an engineer has inspected the area and is pleased with the addition.
Much discussion ensued.

Mike Termer moved to allow an amendment to the easement agreement between the Village of Shelby and La Conasupo contingent on the information regarding fire lanes from Fire Chief Jack White.
Seconded by: Damian Omness.

Roll Call Vote:

Ayes: Termer, Omness, Crothers, Zaverl, Sutton and Inglis.

Nays: Harris.

Motion Carried 6-1.

13. COMMITTEE REPORTS:

a. **PLANNING COMMISSION: Chair Ex-Officio: Ross Field, Paul Inglis:**

The Planning Commission will be meeting on Monday, May 16, 2022 at 6:00 P.M. to review the definitions portion of the Zoning Ordinance Rewrite.

b. WATER & SANITATION: Chair: Bill Harris, Steve Crothers:

The Water and Sanitation Committee met on May 4, 2022 to discuss the request for Village water and sewer for the Peterson Farms proposed housing project. VA Selner will be presenting a proposed agreement once the Village attorney has completed it.

c. STREETS AND SIDEWALKS: Chair: Dan Zaverl, Mike Termer:

Nothing to report.

d. PARKS, REC. & BLDGS: Chair: Damian Omness, John Sutton:

Parks, Recreation, and Buildings Committee Chair Damian Omness reported that, due to the weather, the Children's Day Event did not go as planned. Some businesses still took part and offered specials and activities for the kids. Shelby District Library had activities available for the kids as well. He hopes to schedule the event next year later in the summer. President Inglis commended Damian for all his work related to the Children's Day Event.

e. FINANCE and INSURANCE: Chair: Steve Crothers, Bill Harris:

Nothing to report.

f. PERSONNEL: Chair: John Sutton, Damian Omness:

Nothing to report.

g. ORDINANCES – Chair Mike Termer, Dan Zaverl:

Nothing to report.

14. PAYMENT OF BILLS: Steve Crothers moved to approve the payment of the bills in the amount of \$46,134.29.

Seconded by: Mike Termer.

Roll Call Vote:

Ayes: Crothers, Termer, Zaverl, Omness, Harris, Sutton, and Inglis.

Motion Carried 7-0.

15. ADJOURNMENT: Dan Zaverl moved to adjourn the meeting at 7:13 P.M.

Seconded by: Damian Omness.

Voice Vote: All in favor.

Motion Carried.

Council minutes are not official until approved at the May 23, 2022 Council meeting.

Approved

Minutes Respectfully Submitted by Crystal Budde, Village Clerk/Treasurer

Date



Date: May 20, 2022

To: Paul Inglis, Village President
Village Council Members

From: Brady Selner, Village Administrator

Subject: Administrator's Report for the May 23, 2022, Council Meeting

Zoning Ordinance Rewrite. The Planning Commission met on May 16th and discussed Chapter 2 – Definitions. The next few meetings we will be reviewing the full draft. The Planning Commission will revisit several areas of the Ordinance to ensure the language matches desired outcomes.

2022 Health Insurance Premiums. Crystal and I met with Lenz-Balder Insurance to review our 2022 health insurance plans. If we maintain our current plans, the Village will see an 8.2% increase in premiums. We will meet with the Finance & Insurance Committee to review this in further detail.

2022 Workers' Compensation Renewal. The Village received its Workers' Compensation coverage renewal for the period July 1, 2022, to June 30, 2023. This year, the Fund has been authorized to distribute \$14 million of surplus for the Fund years June 30, 2011 – 2019. The Village's share of the distribution is \$10,679 which is applied to this year's annual premium - \$13,547. The total cost for the renewal is \$2,883.

Truck #3 Bid Documents. We have begun preparing to sell the old Truck #3. We have set the minimum bid and will be publishing the bidding opportunity next week in multiple locations. The truck should be sold within the next few weeks.

F-250 Work Order Truck. The F-250 that was ordered August 2021 is scheduled for production the week of June 6th. We anticipate having it within the next couple of months.



Village Council
Item Cover Page

Meeting Date: May 23, 2022
Agenda Item: Peterson Farms Proposed Housing
Budget Impact: N/A
Recommendation: N/A – Discussion Item
Staff Contact: Brady Selner, Village Administrator

Background:

Following further discussion regarding extending water and sewer to the proposed housing development just north of Village limits, it was agreed that annexing the development to the Village of Shelby should be considered and is the most beneficial option. It was added to the agenda tonight to inform Village Council. The specific details will continue to be worked through in the following weeks and presented to both the Shelby Township Board and Village Council as necessary. Richard will be at the meeting, on behalf of Shelby Township, to discuss this further.

Supporting Documents:

None



Village Council
Item Cover Page

Meeting Date: May 23, 2022

Agenda Item: Oceana County Housing Needs Assessment

Budget Impact: \$2,000 from Fund 101

Recommendation: Contribute \$2,000 for the Oceana County Housing Needs Assessment

Staff Contact: Brady Selner, Village Administrator

Background:

Dogwood Community Development has received several proposals for consultants to conduct a Housing Needs Assessment for Oceana County. They have narrowed their search to Bowen National Research. With a consultant selected, they are applying for Oceana County's ARPA grant opportunity. In addition, they are gathering support from other local communities within Oceana County. The total base cost for the study is \$24,000, but there are options to add additional services. These additional services are listed on page 4 of the attached proposal. At a minimum, I recommend the Village of Shelby contribute \$2,000 to have a Community Profile completed specific to the Village of Shelby. Other services that could be beneficial include Residential Blight and Retail Space. Kittie Tuinstra from Dogwood Community Development will be at the meeting to discuss the proposal in further detail and to answer any questions.

Supporting Documents:

Bowen National Research Proposal
Resolution No. 22-22

Motion by _____ seconded by _____ to adopt Resolution No. 22-22.

March 30, 2022

Mr. John Terzano
Dogwood Community Development
920 S. State Street
Hart, MI 49420
Email: john@oceanashome.org

Dear Mr. Terzano,

We are pleased to submit a proposal to conduct a Housing Needs Assessment for Oceana County, Michigan. In addition to the standard work elements cited below, we have also included *optional* work elements, along with the associated fees for such services.

A standard Housing Needs Assessment would contain the following work elements:

- **Establish a Primary Study Area (PSA):** The PSA will include the boundaries of Oceana County with possible submarket analysis for three defined regions of the county (east, central and west).
- **Demographic Analysis:** We will identify the population and household characteristics and trends within the study area including such things as household income, size, tenure (renter and owner), and age cohort. The demographic data will be analyzed and displayed for 2000, 2010, 2021, and 2026. Migration patterns into and out of the study area will be analyzed, including an overview of key demographic profile data (place of origin, age and income) of persons migrating into the market.
- **Economic Analysis:** We will evaluate numerous economic characteristics and trends. These data sets include the employment by occupation/job sector, wages by occupation, identification of top individual employers and assessment of potential changes, unemployment rates, total employment, in-place employment and employee mobility patterns. We will use the preceding economic metrics to determine how economic conditions and trends are impacting the demand for housing. Interviews with local employers and economic development representatives will be conducted to obtain insight on local employment trends and potential changes (expansions or layoffs) in the employment base.
- **Housing Supply Analysis:** Housing stock characteristics will be analyzed and displayed for the Study Areas (based on U.S. Census data and ACS data), including housing tenure (renter-occupied vs. owner-occupied), vacancy rates by tenure, age of housing, types of housing supply (single-family, duplex, multifamily, etc.), general housing condition (based on evaluation of substandard housing conditions cited in U.S. Census), housing values, rent levels, building permit data and cost burdened households. This data will be used to supplement the on-site housing data we will collect, as described below.

- **Housing Market Conditions:** Bowen National Research will utilize an in-house research and “boots on the ground” research approach to collect housing data within the study area. Detailed maps of all housing types identified will be provided.
- **Multifamily Rental Housing:** We will identify multifamily rental housing properties, including government-subsidized and affordable Tax Credit properties, as well as market-rate properties (generally with more than 10 units at a single location). An in-person field survey will be completed for the study area and will be used to measure the overall strength of the rental market. This in-person survey also allows our firm to conduct a visual exterior inspection of each property to rate its overall condition and neighborhood location. Detailed data will be collected including rental rates, subsidy types, vacancy rates, amenities, year built, utility responsibility, Housing Choice Voucher holders, etc. We will also identify housing developments that are at-risk of losing rent subsidies and expiring use restrictions for Low-Income Housing Tax Credit developments.
- **Non-Conventional Rentals:** Through online resources such as Craigslist and area property management websites, we will inventory *available* non-conventional rental properties, such as duplexes, single-family homes, mobile homes, units over storefronts, etc. This inventory will be limited to only what can be identified as “available for-rent” at the time of our analysis and will not include a comprehensive list of all such units that are currently rented/occupied. However, secondary data will be presented and evaluated to assess certain attributes (such as rents, age, size, etc.) of non-conventional rentals. Data will focus on asking rents, number of bedrooms/bathrooms, and location. We will interview local landlords and property management companies (client will assist in providing contacts) to obtain insight on typical rents, level of demand, locational considerations, etc.
- **For-Sale Housing:** We will obtain for-sale home data for the market from sources such as Multiple Listing Services, Realtor.com, local tax assessor, and other sources as available. Data will be collected and analyzed for both historical sales (typically for the past 3 to 5 years) and available for-sale housing alternatives. We will evaluate product by price point, bedroom type, year built, days on market, and location, dependent upon the availability of published data.
- **Development Pipeline and Building Permits:** Building statistics will be evaluated and interviews with officials familiar with the residential development pipeline will be interviewed. The research will describe the likelihood of construction, timing of the project, and its impact on the market.
- **Stakeholder Input:** While numerous methods are available to collect input from community stakeholders, our firm has had significant success in collecting stakeholder input from online surveys. These surveys will provide valuable insight into the area housing market, analyzing current market conditions and perceptions, **barriers to development** and development alternatives in the area. Stakeholders will be asked for input on what housing products should be a priority for the area. We will incorporate the results of the interviews into our recommendations for future housing needs. *The client will need to assist in providing a list of potential stakeholders that we can interview. We will also enable the client to review and contribute to the stakeholder survey instrument.*

Individuals to be interviewed will include, but not be limited to:

- | | |
|--|------------------------------|
| • Housing authority representatives | • Neighborhood organizations |
| • Government officials | • Rental property managers |
| • Economic development officials | • Real estate agents |
| • Chambers of Commerce representatives | • Social service providers |
| • Realtor associations | • Local housing developers |

- **Housing Demand (Gap Analysis):** Based on the existing housing stock within the study area and current demographics, a housing gap analysis will be completed for the PSA and will be shown for a five-year projection period. The gap analysis will determine whether a deficit or surplus of housing units exists for households at various income bands for both rental and for-sale housing. The actual income stratifications that will be studied can be negotiated between the parties. The demand analysis will consider current household estimates, household growth projections by income and tenure, additional units required for a balanced market, replacement of substandard housing and account for potential commuter support.
- **Conclusions/Recommendations:** The report and conclusions will provide government entities, area housing professionals, and other interested stakeholders with the base of knowledge to make informed strategic decisions on housing priorities and plans. Specific conclusions and recommendations will include the following:
 - We will provide a summary of the area's overall housing market needs, including priorities for the types of housing in greatest need. We will provide a quantitative summary of the different types of rental and for-sale housing by rent/price point and corresponding household income levels that are needed. This analysis will enable the client to understand their greatest housing needs and allow them to begin to structure policies and/or establish incentives to support targeted housing product.
 - We will outline various strategies, such as policies, priorities and incentives that will encourage and direct the development of various product types (e.g. affordable and market-rate), housing tenures and market segments (family and senior). This may include modification of current policies and incentives in place in the market and/or the introduction of new policies and incentives.

The fee for a Standard Housing Needs Assessment would be \$24,000 and the study can be completed within approximately five months.

Additional work elements that could be considered as add-on items are included in the table on the following pages.

Work Elements	
Task	Cost
Standard Market Study: Work elements will include items listed on the previous page associated with demographics, economics, housing supply, and housing gap estimates. Additional, optional, items can be selected from the list below.	<input type="checkbox"/> \$24,000
Optional Services	
Disabled Population Housing: This scope includes detailed disabled population demographic data by disability type, identification of housing available specifically for this population, information on SSI benefits and the affordability of housing, and stakeholder input on the need for housing for this market segment.	<input type="checkbox"/> \$1,500
Farmworker Housing: A summary of the estimated number of farmworkers (seasonal and permanent), typical wages, average number of hours worked, acreage of farms, types of crops and licensed farmworker housing units/beds that exist.	<input type="checkbox"/> \$2,500
Senior Housing: Identification and survey of independent senior housing along with details senior-oriented demographics (households by age, income and tenure).	<input type="checkbox"/> \$1,500
Evaluation of Community Services: We will include an inventory of key community services within the community (e.g. schools, shopping, medical, public safety, and employment opportunities) to determine how the abundance or lack of such services may impact housing decisions within the community. We will also include a map of notable identified services in the study areas.	<input type="checkbox"/> \$1,900
Residential Blight: We will identify blighted structures throughout the city through a review of city code violations and tax delinquencies (if available). A possible supplement to this research, additional price/option (denoted by “*”), includes a windshield survey which involves a representative of Bowen National Research driving the area and building an inventory residential blight. All identified properties will be mapped by Census Tract.	<input type="checkbox"/> \$1,900 <input type="checkbox"/> \$2,500*
Residential Development Opportunities: Identification of vacant land and buildings of a certain size that could potentially support residential development. Profiles of each property will be provided and include location, type of property (building or land), size (square feet or acreage), zoning, etc.	<input type="checkbox"/> \$2,900
Crime Analysis: Collection of local crime data and conclusions as to how higher concentration of crime impacts current housing and future housing development.	<input type="checkbox"/> \$900
Transportation Analysis: Location of major employment centers and their relationship to transportation costs, availability to public transit and a drive-time analysis will be provided to determine how employment and transportation may influence housing market conditions and demand. Our analysis will also take into consideration the impact that transportation costs may have on housing decisions made by area residents.	<input type="checkbox"/> \$900
Resident Survey: An online survey will be conducted to solicit input from area residents on current housing characteristics and issues, along with input on housing preferences and needs. Bowen will work with the client to advertise and promote the survey in an effort to create awareness and participation in the survey.	<input type="checkbox"/> \$4,000
Employer Survey: We will develop and implement an online survey instrument that would be completed by the area’s largest employers. The survey would be used to help refine our understanding of the area’s housing needs and also serve as an instrument to educate and encourage the support from the private sector (e.g. corporations, developers, employers, investors, philanthropists, etc.) and the public sector (government, economic development, etc.) to address housing issues. The impact of COVID-19 will also be incorporated into the survey. Bowen assumes the client will assist in identifying employers to be surveyed and conducting outreach efforts to such employers.	<input type="checkbox"/> \$3,000
Barriers to Development – Overview of typical residential development costs, availability of land/buildings (adaptive reuse), government regulation, and other common barriers. Analysis will be done with use of published secondary data sources, review of online resources, and stakeholder interviews.	<input type="checkbox"/> \$3,000
Community Profiles: An overview of key demographics (population, households, income, tenure, age, and poverty) will be provided for each selected town along with a summary of the existing housing stock based on ACS data (age, home values, gross rents, cost burdened and substandard) and data collected by Bowen National Research regarding local rental and for-sale housing alternatives within the town.	<input type="checkbox"/> \$2,000 per town
Retail Space: Using advertised listings from sources such as LoopNet and other commercial realty websites, we will identify available/vacant retail space within the selected town(s). Information collected will include location, lease rate, lease terms, size of space and year built (as available). We will also include consumer expenditure data along with conclusions and recommendations as to the market’s ability to support additional retail space.	<input type="checkbox"/> \$1,500 per town

While the standard assessment is expected to take approximately five to six months to complete, the selection of optional work elements **may** extend the delivery date of the study by an additional one to two months, depending upon the options selected.

Deliverables

Deliverables for the analysis will include:

- Monthly progress reports (either in writing or via conference call).
- Preliminary draft of the report in PDF format.
- Final version of the report in PDF format. Color copies can be provided for \$30 per copy.

Payment Schedule

The table below summarizes the invoicing schedule for this assignment.

Invoicing Schedule
Contract Execution (25%)
Draft Report (50%)
Final Report (25%)

We are happy to discuss and/or negotiate pricing, timing, and payment terms in further detail if needed.

Thank you for giving us the opportunity to present this proposal to you. Please let us know if you have any questions.

Respectfully,



Patrick M. Bowen
Bowen National Research
patrickb@bowennational.com

Additional Contact:
Desireé Johnson
Director of Operations
desireej@bowennational.com



May 23, 2022

RESOLUTION

No. 22-22

RESOLVED BY THE COUNCIL OF THE VILLAGE OF SHELBY to contribute \$2,000 for a Community Profile report to be completed specific to the Village of Shelby as part of Bowen National Research’s Housing Needs Assessment for Oceana County.

Moved: _____

Seconded: _____

Yes: _____

No: _____

ABSENT: _____

RESOLUTION No. 22-22 Declared ADOPTED.

ADOPTED ON: May 23, 2022



Village Council
Item Cover Page

Meeting Date: May 23, 2022
Agenda Item: Set Public Hearing for 2022 Tax Millage Rates
Budget Impact: N/A
Recommendation: Set Public Hearing
Staff Contact: Crystal Budde, Village Clerk Treasurer

Background:

Pursuant to the General Property Tax Act, Act 206 of 1893, the Village of Shelby is required to conduct a public hearing to adopt its allowable tax millage for the 2022 tax year. The attached resolution sets the public hearing for June 13, 2022, at 6:15pm.

Supporting Documents:

Resolution No. 23-22

Motion _____ by seconded by _____ to adopt Resolution No. 23-22.



May 23, 2022

RESOLUTION

No. 23-22

RESOLVED BY THE COUNCIL OF THE VILLAGE OF SHELBY to set a public hearing to receive comments regarding the 2022 Tax Millage Rates for Monday, June 13, 2022, at 6:15 P.M. at Shelby Village Hall, 218 N. Michigan Ave., Shelby, MI 49455.

Moved: _____

Seconded: _____

Yes: _____

No: _____

ABSENT: _____

RESOLUTION No. 23-22 Declared ADOPTED.

ADOPTED ON: May 23, 2022



Village Council
Item Cover Page

Meeting Date: May 23, 2022
Agenda Item: MDNR LWCF Project Agreement Resolution
Budget Impact: Budgeted Item – \$300,000 (Local Match – Multiple Sources)
Recommendation: Approve LWCF Project Agreement Resolution
Staff Contact: Brady Selner, Village Administrator

Background:

The time has finally come! The Village has received the Project Agreement from the MDNR for the Getty Park project. The next step is for Village Council to accept the terms of Project Agreement and to appropriate the required match. Once the Village hears back from the two other Getty Park grant opportunities, park design will be completed and bid documents prepared. The anticipated timeline is for site preparation to begin this fall and construction to begin spring 2023.

Supporting Documents:

Land and Water Conservation Fund Development Project Agreement
Resolution No. 24-22

Motion _____ by seconded by _____ to adopt Resolution No. 24-22.

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 www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

DEPARTMENT CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

LWCF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, the development grant application bearing the number **26-01841** uploaded to MiGrants. The Agreement together with the referenced documents in MiGrants and Appendices 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. Grant funds are made available to the GRANTEE through a grant by the SERVICE to the DEPARTMENT.
4. The budget period allowed for project completion is from **05/02/2022** through **06/30/2025**, 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.
5. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.
6. The words "project facilities" shall mean the following individual components, as further described in the application.

- Access Pathway 6' wide or more
- Basketball Court
- Bench(es)
- Bike Rack(s)
- Bioswales - Stormwater Management
- Gazebo
- Landscaping
- Lighting
- Paved Parking Lot
- Pavilion Including Restroom

SIGMA Vendor Number

Picnic Table(s)
Play Equipment (including safety surfacing)
Recycle Bin(s)
Signage
Tennis and Pickleball Courts
Trash Bin(s)
Utilities

7. The award is not for Research and Development.

8. The DEPARTMENT will:

- a. grant to the GRANTEE a sum of money equal to **Fifty Percent (50%)** of **Six Hundred Thousand dollars (\$600,000.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Thousand dollars (\$300,000.00)** which is the total amount obligated by this action.
- b. 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 **Fifty Percent (50%)** 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 which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, EFTs and/or list of volunteer labor 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 engineering staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

9. The GRANTEE will:

- a. immediately make available all funds required to complete the project and to **Three Hundred Thousand dollars (\$300,000.00)** in local match. This sum represents **Fifty Percent (50%)** 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. The indirect rate for this award is zero because it has been waived by the GRANTEE.
- b. with the exception of section 106 consultation and engineering costs as provided for in Section 9 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:
 - i. 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 of execution of this Agreement 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 to 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 overhead utility lines.
 - 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 , and as appropriate the SERVICE, to regulate the use thereof to the satisfaction of the DEPARTMENT , and as appropriate the SERVICE, 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 . Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on 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 ordinances and/or resolutions necessary to effectuate the provisions of this Agreement ; certify copies of all ordinances and/or resolutions adopted for these 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 may reasonably require.
 - i. 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 park entry sign of the property which designates this project as one having been constructed with assistance from the Land and Water Conservation Fund . The size, color, and design of this sign shall be in accordance with DEPARTMENT and SERVICE specifications.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the LWCF signs 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.
10. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered for reimbursement under the terms of this Agreement . Eligible section 106 consultation expenses incurred prior to the issue of this agreement and eligible engineering costs incurred toward completion of the project facilities in the six months preceding 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.
11. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:

- a. 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 9/30/2025**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, 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 .
12. 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 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 pursuant to this Section may also require prior approval of the SERVICE.
13. 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 .
14. The project area and all facilities provided thereon and the land and water access ways to the project facilities 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 on the basis of sex, race, color, religion, national origin, residence, age, or disability.
15. Unless an exemption has been authorized by the DEPARTMENT , and as appropriate the SERVICE , 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 acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
16. 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 .
17. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the life of the project, either in fee 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 and the SERVICE .
18. 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 the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the SERVICE and implementation of mitigation approved by the DEPARTMENT and the SERVICE, including, but not limited to, replacement with land of equal or greater recreational usefulness and market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the SERVICE .
 - c. Before completion of the project, the GRANTEE, the DEPARTMENT and the SERVICE may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
19. Should title to 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 at least equal or greater market value, and of equal or greater usefulness and locality. The DEPARTMENT and the SERVICE shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and

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location. Such replacement shall be subject to all the provisions of this Agreement .

20. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action 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.
21. 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.
22. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government 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.
23. 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; or
 - 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.
24. 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.
25. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, 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 any of them may be 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.
26. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT or the SERVICE to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
27. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
28. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The 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

SIGMA Vendor Number

DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.

29. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this Agreement.
30. 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 Land and Water Conservation Fund, the Michigan Natural Resources Trust Fund and the Recreation Passport Grant Program; and/or
 - d. Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT or the SERVICE; and/or
 - e. Require repayment of grant funds paid to GRANTEE; and/or
 - f. Require specific performance of the Agreement.
31. 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.
32. 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 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
33. 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.
34. 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.
35. 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.



May 23, 2022

RESOLUTION

No. 24-22

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

“RESOLVED, that the Village of Shelby, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the Village of Shelby does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide \$300,000 to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

) ss

COUNTY OF OCEANA)

I, Crystal Budde, Clerk of the Village of Shelby, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the Village of Shelby at a Village Council meeting held May 23rd, 2022.

Signature

Title



Village Council
Item Cover Page

Meeting Date: May 23, 2022
Agenda Item: Street Line Painting
Budget Impact: Budgeted Item – up to \$5,000
Recommendation: Approve Street Line Painting
Staff Contact: Brady Selner, Village Administrator

Background:

The Oceana County Road Commission was contacted to see if there was an opportunity to coordinate street line painting. It is possible for Michigan Pavement Markings to do our long line striping at the same time they do the County roads. The County will have their roads started just after Memorial Day, or possibly sooner. This is separate from the downtown pavement marking proposal that was received and considered by the Streets & Sidewalks Committee. Due to the nature of that work, the price will remain the same regardless of coordination with the OCRC. In the FY2022-23 budget, \$10,000 was budgeted for street line repainting. I recommend Michigan Pavement Markings complete the long line striping in conjunction with the Oceana County roads. The Village will be billed separately and at the same rate as the County. The pavement markings for downtown will be considered separately.

Supporting Documents:

Resolution No. 25-22

Motion _____ by seconded by _____ to adopt Resolution No. 25-22.



May 23, 2022

RESOLUTION

No. 25-22

RESOLVED BY THE COUNCIL OF THE VILLAGE OF SHELBY to authorize the Village Administrator, Brady Selner, to spend up to \$5,000 for Michigan Pavement Markings, LLC to complete centerline painting on all necessary Village of Shelby roads.

Moved: _____

Seconded: _____

Yes: _____

No: _____

ABSENT: _____

RESOLUTION No. 25-22 Declared ADOPTED.

ADOPTED ON: May 23, 2022

Check Proofing Report

05/10/2022 3:12 PM

Database: Shelby

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Payroll ID: 553

Check Post Date: 05/12/2022

Pay Period End Date: 05/08/2022

Application: PR

Name: 30077 - BUDE , CRYSTAL L

Active

Employee ID: 30077	Department ID: 215	Gross for Check: 1,968.00	Net After Dir Dep: 0.00
Withholding Status: Married	Federal Allow.: 1	Net for Check: 1,380.50	Total Deductions: 587.50
Pay Period End Date: 05/08/2022	State Allow.: 1	Reg. Hours: 81.00	Direct Deposit: 1,380.50
Check Date: 05/12/2022	Local Allow.: 00	OT Hours: 0.00	YTD Gross: 19,591.34
		Suppl. Hours: 0.00	Comp Hrs Wrkd: 0.00
		Deduction Refund: 0.00	

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
215	CLERK/TREASURER	24.10	78.50	0.00	1,891.85	15,646.39	SOCSEC_EE	119.86	1,193.09
101	101-215.000-702.000	40.00	1.00	0.00	40.00	480.00	SITW	64.12	627.31
PTO	CLERK/TREASURER	24.10	1.50	0.00	36.15	1,867.80	MEDICARE_EE	28.03	279.03
							DELTA DENTAL	34.80	348.00
							VISION	9.39	93.90
							FITW	108.46	1,044.51
							AFLAC-ACC	26.04	78.12
							457_EE %	196.80	401.60
							SSB	100.00	DEPOSIT
							SSB	1,280.50	DEPOSIT

Leave Bank ID	Leave ID	Prev. Bal.	Comp Wrkd	Accrued	Lost	Taken	Buy Out	Adjusted	Net Change	New Balance
PTO	PERSONAL	312.43		8.31	0.00	1.50	0.00	0.00	6.81	319.24
VAC	VACATION	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00

Name: 30102 - FREES, DARRYL E

Active

Employee ID: 30102	Department ID: 441	Gross for Check: 2,319.72	Net After Dir Dep: 0.00
Withholding Status: Married	Federal Allow.: 0	Net for Check: 1,682.28	Total Deductions: 637.44
Pay Period End Date: 05/08/2022	State Allow.: 0	Reg. Hours: 80.00	Direct Deposit: 1,682.28
Check Date: 05/12/2022	Local Allow.: 00	OT Hours: 10.15	YTD Gross: 21,096.30
		Suppl. Hours: 0.00	Comp Hrs Wrkd: 0.00
		Deduction Refund: 0.00	

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
441 H	101-441.000-702.000	21.42	26.00	4.00	685.44	15,652.36	FITW	179.11	1,840.42
441 H	101-691.000-702.000	21.42	6.00	0.00	128.52		SITW	90.28	866.64
441 H	590-000.000-702.000	21.42	31.00	6.15	861.62		SOCSEC_EE	143.82	1,306.41
441 H	591-000.000-702.000	21.42	8.00	0.00	171.36		MEDICARE_EE	33.63	305.53
441 H	661-000.000-702.000	21.42	1.00	0.00	21.42		457_EE %	139.18	1,964.31
441 H	DPW	21.42	8.00	0.00	171.36		AFLAC-HOSP	26.22	78.66
INSURANCE	DPW	250.00	0.00	0.00	250.00	1,250.00	AFLAC-STD	25.20	75.60

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Database: Shelby

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Payroll ID: 553

Check Post Date: 05/12/2022

Pay Period End Date: 05/08/2022

Application: PR

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
PHONE	DPW	30.00	0.00	0.00	30.00	150.00	SSB	200.00	DEPOSIT
							SSB	1,482.28	DEPOSIT

Leave Bank ID	Leave ID	Prev. Bal.	Comp Wrkd	Accrued	Lost	Taken	Buy Out	Adjusted	Net Change	New Balance
PTO	PERSONAL	156.92		6.92	0.00	0.00	0.00	0.00	6.92	163.84
VAC	VACATION	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00

Name: 30083 - HELENHOUSE, JEREMIAH P

Active

Employee ID:	30083	Department ID:	441	Gross for Check:	2,513.03	Net After Dir Dep:	0.00
Withholding Status:	Single	Federal Allow.:	2	Net for Check:	1,775.65	Total Deductions:	737.38
Pay Period End Date:	05/08/2022	State Allow.:	2	Reg. Hours:	88.00	Direct Deposit:	1,775.65
Check Date:	05/12/2022	Local Allow.:	00	OT Hours:	0.00	YTD Gross:	24,800.75
				Suppl. Hours:	0.00	Comp Hrs Wrkd:	0.00
				Deduction Refund:	0.00		

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
SALARY	DPW SUPERVISOR	58,140.00	57.00	0.00	2,236.15	21,351.91	SITW	77.05	742.55
PTO	DPW SUPERVISOR	0.00	23.00	0.00	0.00	1,051.27	SOCSEC_EE	153.65	1,516.05
PHONE	DPW SUPERVISOR	50.00	0.00	0.00	50.00	250.00	MEDICARE_EE	35.93	354.56
441 H	DPW SUPERVISOR	28.36	8.00	0.00	226.88	226.88	FITW	205.32	1,942.54
							VISION	9.39	93.90
							DELTA DENTAL	34.84	348.40
							AFLAC-ACC	20.16	60.48
							457_EE %	201.04	379.93
							SSB	1,775.65	DEPOSIT

Leave Bank ID	Leave ID	Prev. Bal.	Comp Wrkd	Accrued	Lost	Taken	Buy Out	Adjusted	Net Change	New Balance
PTO	PERSONAL	349.87		8.31	0.00	23.00	0.00	0.00	-14.69	335.18
	VACATION			0.00						

Name: 30109 - KRAUSE, DAVID K

Active

Employee ID:	30109	Department ID:	301	Gross for Check:	2,123.04	Net After Dir Dep:	0.00
Withholding Status:	Married	Federal Allow.:	0	Net for Check:	1,601.38	Total Deductions:	521.66
Pay Period End Date:	05/08/2022	State Allow.:	0	Reg. Hours:	84.00	Direct Deposit:	1,651.38
Check Date:	05/12/2022	Local Allow.:	00	OT Hours:	1.00	YTD Gross:	23,167.78
				Suppl. Hours:	0.00	Comp Hrs Wrkd:	0.00
				Deduction Refund:	0.00		

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
301	101-301.000-702.000	24.48	48.00	1.00	1,211.76	18,779.75	FITW	92.99	1,071.87
PTO	101-301.000-702.000	24.48	36.00	0.00	881.28	1,163.28	SITW	80.87	858.97
PHONE	101-301.000-702.000	30.00	0.00	0.00	30.00	150.00	SOCSEC_EE	127.73	1,397.45
							MEDICARE_EE	29.87	326.82

= Deposited Ded/Exp * = Check Adjustment >> = Pre-Tax Deductions capped at Applicable Gross

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Database: Shelby

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Payroll ID: 553

Check Post Date: 05/12/2022

Pay Period End Date: 05/08/2022

Application: PR

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
							##HSA	50.00	500.00
							DELTA DENTAL	12.82	128.20
							457_EE %	127.38	250.76
							HUNT	1,601.38	DEPOSIT
							WSB	50.00	DEPOSIT

Leave Bank ID	Leave ID	Prev. Bal.	Comp Wrkd	Accrued	Lost	Taken	Buy Out	Adjusted	Net Change	New Balance
PTO	PERSONAL	180.81		6.92	0.00	36.00	0.00	0.00	-29.08	151.73

Name: 30086 - MAHONEY, RANDY

Active

Employee ID:	30086	Department ID:	253	Gross for Check:	771.20	Net After Dir Dep:	592.47
Withholding Status:	Married	Federal Allow.:	0	Net for Check:	592.47	Total Deductions:	178.73
Pay Period End Date:	05/08/2022	State Allow.:	0	Reg. Hours:	40.00	Direct Deposit:	0.00
Check Date:	05/12/2022	Local Allow.:	00	OT Hours:	0.00	YTD Gross:	4,751.04
				Suppl. Hours:	0.00	Comp Hrs Wrkd:	0.00
				Deduction Refund:	0.00		

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
253	ADM ASSIST	19.28	40.00	0.00	771.20	4,751.04	FITW	76.96	464.25
							SITW	42.78	281.91
							SOCSEC_EE	47.81	294.56
							MEDICARE_EE	11.18	68.89

Leave Bank ID	Leave ID	Prev. Bal.	Comp Wrkd	Accrued	Lost	Taken	Buy Out	Adjusted	Net Change	New Balance
PTO PT	PERSONAL_PT	12.95		1.85	0.00	0.00	0.00	0.00	1.85	14.80

Name: 30100 - POLACEK, JAMIE M

Active

Employee ID:	30100	Department ID:	265	Gross for Check:	53.04	Net After Dir Dep:	46.73
Withholding Status:	Married	Federal Allow.:	0	Net for Check:	46.73	Total Deductions:	6.31
Pay Period End Date:	05/08/2022	State Allow.:	0	Reg. Hours:	4.00	Direct Deposit:	0.00
Check Date:	05/12/2022	Local Allow.:	00	OT Hours:	0.00	YTD Gross:	492.92
				Suppl. Hours:	0.00	Comp Hrs Wrkd:	0.00
				Deduction Refund:	0.00		

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
265	101-265.000-702.000	13.26	4.00	0.00	53.04	492.92	SITW	2.25	20.93
							SOCSEC_EE	3.29	30.56
							MEDICARE_EE	0.77	7.15

Name: 30098 - ROESLER, DEAN C

Active

Employee ID:	30098	Department ID:	301	Gross for Check:	624.24	Net After Dir Dep:	503.04
Withholding Status:	Single	Federal Allow.:	1	Net for Check:	503.04	Total Deductions:	121.20
Pay Period End Date:	05/08/2022	State Allow.:	1	Reg. Hours:	36.00	Direct Deposit:	0.00

= Deposited Ded/Exp * = Check Adjustment >> = Pre-Tax Deductions capped at Applicable Gross

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Check Date:	05/12/2022	OT Hours:	0.00	YTD Gross:	5,382.54	
	Local Allow.:	00	Suppl. Hours:	0.00	Comp Hrs Wrkd:	0.00
			Deduction Refund:	0.00		

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
301 P	101-301.000-702.100	17.34	36.00	0.00	624.24	5,229.54	FITW	51.00	421.23
							SITW	22.44	188.06
							SOCSEC_EE	38.71	333.72
							MEDICARE_EE	9.05	78.05

Name: 30078 - SEABOLT, KIRK

Active

Employee ID:	30078	Department ID:	441	Gross for Check:	1,825.20	Net After Dir Dep:	0.00
Withholding Status:	Married	Federal Allow.:	0	Net for Check:	1,055.54	Total Deductions:	769.66
Pay Period End Date:	05/08/2022	State Allow.:	0	Reg. Hours:	80.00	Direct Deposit:	1,155.54
Check Date:	05/12/2022	Local Allow.:	00	OT Hours:	0.00	YTD Gross:	19,845.45
				Suppl. Hours:	0.00	Comp Hrs Wrkd:	0.00
				Deduction Refund:	0.00		

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
441 H	ROADS MAINT	22.44	6.00	0.00	134.64	16,353.04	SITW	62.44	685.10
441 H	101-441.000-702.000	22.44	14.50	0.00	325.38		MEDICARE_EE	25.02	272.79
441 H	101-691.000-702.000	22.44	9.50	0.00	213.18		SOCSEC_EE	106.96	1,166.41
441 H	590-000.000-702.000	22.44	7.00	0.00	157.08		FITW	150.50	1,676.31
441 H	591-000.000-702.000	22.44	35.00	0.00	785.40		HEALTH	66.37	703.82
PTO	DPW	22.44	8.00	0.00	179.52	1,470.48	VISION	2.84	28.40
PHONE	DPW	30.00	0.00	0.00	30.00	150.00	##HSA	100.00	1,000.00
							AFLAC-ACC	12.84	38.52
							AFLAC-HOSP	46.02	138.06
							AFLAC-STD	32.40	97.20
							457_EE %	164.27	319.78
							SSB	100.00	DEPOSIT
							SSB	1,055.54	DEPOSIT

Leave Bank ID	Leave ID	Prev. Bal.	Comp Wrkd	Accrued	Lost	Taken	Buy Out	Adjusted	Net Change	New Balance
PTO	PERSONAL	157.08		8.31	0.00	8.00	0.00	0.00	0.31	157.39
VAC	VACATION	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00

Name: 30114 - SELNER, BRADY D

Active

Employee ID:	30114	Department ID:	255	Gross for Check:	2,896.92	Net After Dir Dep:	0.00
Withholding Status:	Married	Federal Allow.:	0	Net for Check:	2,084.23	Total Deductions:	812.69
Pay Period End Date:	05/08/2022	State Allow.:	2	Reg. Hours:	80.00	Direct Deposit:	2,261.15
Check Date:	05/12/2022	Local Allow.:	00	OT Hours:	0.00	YTD Gross:	30,123.58
				Suppl. Hours:	0.00	Comp Hrs Wrkd:	0.00
				Deduction Refund:	0.00		

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Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
SALARY	VILLAGE ADMIN	74,800.00	76.50	0.00	2,876.92	27,006.20	SITW	90.35	932.08
PTO	101-255.000-702.000	0.00	2.00	0.00	0.00	323.64	SOCSEC_EE	167.84	1,782.93
PHONE	VILLAGE ADMIN	20.00	0.00	0.00	20.00	100.00	MEDICARE_EE	39.26	416.98
101	VILLAGE ADMIN	0.00	1.50	0.00	0.00	0.00	DELTA DENTAL	12.82	128.20
							VISION	2.84	28.40
							##HSA	176.92	1,415.36
							FITW	148.84	1,567.19
							457_EE %	173.82	346.44
							LAKE	176.92	DEPOSIT
							LAKE	2,084.23	DEPOSIT

Leave Bank ID	Leave ID	Prev. Bal.	Comp Wrkd	Accrued	Lost	Taken	Buy Out	Adjusted	Net Change	New Balance
PTO	PERSONAL	267.36		6.92	0.00	2.00	0.00	0.00	4.92	272.28
VAC	VACATION	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00

Name: 30115 - SIMONS, BRADLEY A

Employee ID:	30115	Department ID:	441	Gross for Check:	1,544.70	Net After Dir Dep:	1,263.94
Withholding Status:	Single	Federal Allow.:	0	Net for Check:	1,263.94	Total Deductions:	280.76
Pay Period End Date:	05/08/2022	State Allow.:	1	Reg. Hours:	72.00	Direct Deposit:	0.00
Check Date:	05/12/2022	Local Allow.:	00	OT Hours:	7.00	YTD Gross:	17,812.77
				Suppl. Hours:	0.00	Comp Hrs Wrkd:	0.00
				Deduction Refund:	0.00		

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
441 H	101-441.000-702.000	18.36	18.00	0.00	330.48	16,510.77	FITW	94.09	1,254.52
441 H	590-000.000-702.000	18.36	46.00	7.00	1,037.34		SITW	55.66	667.64
441 H	591-000.000-702.000	18.36	3.00	0.00	55.08		SOCSEC_EE	95.77	1,104.39
441 H	661-000.000-702.000	18.36	5.00	0.00	91.80		MEDICARE_EE	22.40	258.29
PHONE	DPW	30.00	0.00	0.00	30.00	150.00	AFLAC-ACC	12.84	38.52

Leave Bank ID	Leave ID	Prev. Bal.	Comp Wrkd	Accrued	Lost	Taken	Buy Out	Adjusted	Net Change	New Balance
PTO	PERSONAL	104.84		5.54	0.00	0.00	0.00	0.00	5.54	110.38

Name: 30091 - VON DRAK, JOSEPH W

Employee ID:	30091	Department ID:	301	Gross for Check:	2,086.32	Net After Dir Dep:	0.00
Withholding Status:	Single	Federal Allow.:	0	Net for Check:	1,400.82	Total Deductions:	685.50
Pay Period End Date:	05/08/2022	State Allow.:	0	Reg. Hours:	81.00	Direct Deposit:	1,400.82
Check Date:	05/12/2022	Local Allow.:	00	OT Hours:	2.00	YTD Gross:	22,566.08
				Suppl. Hours:	0.00	Comp Hrs Wrkd:	0.00
				Deduction Refund:	0.00		

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
301 P	101-301.000-702.000	24.48	81.00	2.00	2,056.32	18,262.58	FITW	254.01	2,786.36

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Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
PHONE	101-301.000-702.000	30.00	0.00	0.00	30.00	150.00	SITW	79.09	838.46
							SOCSEC_EE	127.20	1,377.50
							MEDICARE_EE	29.75	322.16
							DELTA DENTAL	34.84	348.40
							VISION	9.39	93.90
							AFLAC-ACC	26.04	78.12
							457_EE %	125.18	248.56
							PREFERRED	1,400.82	DEPOSIT

Leave Bank ID	Leave ID	Prev. Bal.	Comp Wrkd	Accrued	Lost	Taken	Buy Out	Adjusted	Net Change	New Balance
PTO	PERSONAL	234.92		6.92	0.00	0.00	0.00	0.00	6.92	241.84
VAC	VACATION	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00

Name: 30112 - WALTZ, STEVEN A

Active

Employee ID:	30112	Department ID:	301	Gross for Check:	2,732.31	Net After Dir Dep:	0.00
Withholding Status:	Married	Federal Allow.:	0	Net for Check:	2,093.64	Total Deductions:	638.67
Pay Period End Date:	05/08/2022	State Allow.:	1	Reg. Hours:	82.00	Direct Deposit:	2,093.64
Check Date:	05/12/2022	Local Allow.:	00	OT Hours:	0.00	YTD Gross:	26,776.85
				Suppl. Hours:	0.00	Comp Hrs Wrkd:	0.00
				Deduction Refund:	0.00		

Paycode ID	Distribution	Rate	Hours	OT Hrs	Amt	YTD Amt	Ded/Exp ID	Amt	YTD Amt
SALARY	101-301.000-702.000	63,240.00	80.50	0.00	2,432.31	20,439.25	FITW	166.86	1,524.48
INSURANCE	101-301.000-702.000	250.00	0.00	0.00	250.00	1,250.00	SITW	98.86	937.87
PHONE	101-301.000-702.000	50.00	0.00	0.00	50.00	250.00	SOCSEC_EE	169.40	1,660.16
101	101-301.000-702.000	0.00	1.50	0.00	0.00	0.00	MEDICARE_EE	39.61	388.26
							457_EE %	163.94	309.88
							HUNT	2,093.64	DEPOSIT

Leave Bank ID	Leave ID	Prev. Bal.	Comp Wrkd	Accrued	Lost	Taken	Buy Out	Adjusted	Net Change	New Balance
PTO	PERSONAL	232.31		6.92	0.00	0.00	0.00	0.00	6.92	239.23
VAC	VACATION	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00

