



Matthew R. Fenske
Chairperson

Allen Dannenberg
Vice-Chairperson

Ottawa County

Board of Commissioners

To All Ottawa County Commissioners:

The Ottawa County Board of Commissioners will meet on **Tuesday, August 23, 2022, at 1:30 PM** for the regular August meeting of the Board at the Ottawa County Fillmore Street Complex in West Olive, Michigan and via Zoom and YouTube.

The agenda is as follows:

1. Call to Order by the Chairperson
2. Invocation – Fr. Jared Cramer, St. John’s Episcopal Church
3. Pledge of Allegiance to the Flag
4. Roll Call
5. Presentation of Petitions and Communications
6. Public Comments
7. Approval of Agenda
8. Actions and Reports

A. Consent Resolutions:

From the County Clerk/Register

- I. Board of Commissioners Meeting Minutes

Suggested Motion:

To approve the minutes of the [August 9, 2022, Board of Commissioners meeting](#).

Francisco C. Garcia Joseph S. Baumann Douglas R. Zylstra Roger A. Bergman Randall J. Meppelink
Kyle J. Terpstra James H. Holtvluwer Philip D. Kuyers Gregory J. DeJong

From Administration

2. [Accounts Payable for August 1 - 12, 2022](#)

Suggested Motion:

To approve the general claims in the amount of \$6,986,019.91 as presented by the summary report for August 1, 2022 through August 12, 2022.

3. [Correspondence Log 490](#)

Suggested Motion:

To receive for information the Correspondence Log.

B. Public Hearings: None

C. Action Items:

From the Planning and Policy Committee

1. [Retirement Policy \(first reading\)](#)

Suggested Motion:

To approve the revised Retirement Policy for review and comment.

2. [Ottawa County's Statement on Diversity, Equity and Inclusion](#)

Suggested Motion:

To approve Ottawa County's Statement on Diversity, Equity and Inclusion.

From the Finance and Administration Committee

3. [Public Health Personnel Request](#)

Suggested Motion:

To approve the request from Public Health to add one .6 FTE Grant Coordinator at a cost of \$61,389 to be paid for by the Michigan Public Health Institute (MPHI) grant.

4. [Ottawa Area ISD Work-Based Learning Program](#)

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the agreement to add eight work-based learning student positions at a total cost of \$3,840 for Fiscal Year 2022 and \$80,000 to be included in the Fiscal Year 2023 budget request.

5. [Officer and Employee Delegate for the MERS Annual Meeting](#)

Suggested Motion:

To approve and authorize the Board Chairperson to sign the form nominating Zachary VanOsdol as Officer Delegate and Dean Krum as Employee Delegate to the 2022 MERS Annual Meeting.

6. [Agreement for Veterans' Services Dated November 12, 2019 - Addendum No. 1](#)
Suggested Motion:
To approve and authorize the Board Chairperson and Clerk/Register to sign Addendum No. 1 of the Agreement for Veterans' Services dated November 12, 2019.
7. [Purchase Service Agreement with Hope Network - Addendum No. 1](#)
Suggested Motion:
To approve and authorize the Board Chairperson and Clerk/Register to sign Addendum No. 1 to the Purchase Service Agreement between the County of Ottawa and Hope Network West Michigan to provide transportation services to Ottawa County veterans.
8. [Three Year Agreement for Veterans' Services](#)
Suggested Motion:
To approve and authorize the Board Chairperson and Clerk/Register to sign the Agreement for Veterans' Services between the County of Ottawa and Social Services Resources, LLC to begin January 1, 2023 and end December 31, 2025.
9. [Agreement for Veterans' Services Dated August 23, 2022 - Addendum No. 1](#)
Suggested Motion:
To approve and authorize the Board Chairperson and Clerk/Register to sign Addendum No. 1 of the Agreement for Veterans' Services dated August 23, 2022.
10. [ARPA Funding Public Survey Results](#)
Suggested Motion:
To receive for information the results of the Public Survey regarding ARPA Funding.
11. [Dwelling Place ARPA Funding Request](#)
Suggested Motion:
To approve Dwelling Place's request for \$2 million in ARPA grant funding, contingent upon receiving a MSHDA tax credit by the April 2023 application cycle.
12. [Samaritas ARPA Funding Request](#)
Suggested Motion:
To approve Samaritas's request for \$1.5 million in ARPA grant funding, contingent upon receiving a MSHDA tax credit by the April 2023 application cycle.

13. [Broadband Infrastructure Pre-Engineering Design and ProForma](#)
Suggested Motion:
To approve \$46,964.77 in ARPA Funding to hire GrayBar Inc to commence with pre-engineering of a middle mile broadband infrastructure network, and preparation of a network proforma, for the County's unserved/underserved areas.
14. [Eviction Prevention Program ARPA Funding Request](#)
Suggested Motion:
To approve 58th District Court's request for \$2 million in ARPA grant funding over 3 years to support the Ottawa County Eviction Prevention Program.
15. [Retirement Agreement for Ottawa County Health Officer Contract](#)
Suggested Motion:
To approve and authorize the Board Chairperson and Clerk/Register to sign the Retirement Agreement for the Ottawa County Health Officer.
16. [2023 Capital Improvement Plans](#)
Suggested Motion:
To approve the 2023-2028 Capital Improvement Plan.
17. [FY2022 Budget Adjustments](#)
Suggested Motion:
To approve the 2022 budget adjustments per the attached schedule.
18. [Setting of Public Hearing on the FY 2023 Ottawa County Budget](#)
Suggested Motion:
To approve the setting of a public hearing on the FY 2023 Ottawa County budget for Tuesday, September 13, 2022 to be held in the Ottawa County Board Room, 12220 Fillmore Street, West Olive, at 1:30p.m.

D. Appointments:

From the Talent and Recruitment Committee

- I. [Community Mental Health Board](#)
Suggested Motion:
To place into nomination the name of (*indicates recommendation from the Interview Subcommittee):

*Steven Savage
and to select one (I) to fill one (I) Primary Consumer vacancy beginning immediately and ending March 31, 2024.

2. Community Corrections Advisory Board

Suggested Motion:

To place into nomination the names of (*indicates recommendation from the Interview Subcommittee):

*Linda Haveman

Kelly Beattie

and to select one (1) to fill one (1) General Public vacancy beginning immediately and ending December 31, 2022.

E. Discussion Items: None

9. Report of the County Administrator

10. General Information, Comments, and Meetings Attended

11. Public Comments

12. Adjournment



**PROPOSED
PROCEEDINGS OF THE OTTAWA COUNTY
BOARD OF COMMISSIONERS
AUGUST SESSION – FIRST DAY**

The Ottawa County Board of Commissioners met on Tuesday, August 9, 2022, at 1:30 p.m. and was called to order by the Chair.

Commissioner Meppelink pronounced the invocation.

The Clerk/Register led in the Pledge of Allegiance to the Flag of the United States of America.

Present at roll call: Francisco Garcia, Joseph Baumann, Douglas Zylstra, Allen Dannenberg, Randall Meppelink, Kyle Terpstra, James Holtvluwer, Gregory DeJong, Philip Kuyers, Roger Bergman, Matthew Fenske. (11)

Board Chair Comments

Chairman Fenske spoke on several topics, including, the Civilian Response class by the Sheriff's Office is being offered to the public on September 12 at 7 p.m., at the Fillmore Complex, the Ottawa County Diversity Forum will take place on October 27 at the Pinnacle Center, and the Michigan Works ribbon cutting ceremony for their new office on James Street will take place on August 31 at 11:30 a.m.

Public Comments

1. Walter Davis-Grand Haven City
2. Kelly Rice-Crockery Township
3. John Nash-Spring Lake Township
4. Brian Harrison-Rockford
5. Jason Law-Byron Township

B/C 22-154 Joseph Baumann moved to approve the agenda of today. The motion passed as shown by the following votes: Yeas: Francisco Garcia, Roger Bergman, Douglas Zylstra, Allen Dannenberg, Kyle Terpstra, Randall Meppelink, James Holtvluwer, Joseph Baumann, Philip Kuyers, Gregory DeJong, Matthew Fenske. (11)

B/C 22-155 Allen Dannenberg moved to approve the following Consent Resolutions.

1. To approve the minutes of the July 26, 2022, Board of Commissioners meeting.
2. To approve the general claims in the amount of \$3,983,640.66 as presented by the summary report for July 18, 2022, through July 29, 2022.

3. To ratify all contracts currently pending on the post-execution ratification list as authorized under Section IV(D)(2) of the Ottawa County Contracting Authorization and Form Policy.

The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Francisco Garcia, Allen Dannenberg, Gregory DeJong, Douglas Zylstra, Kyle Terpstra, Randall Meppelink, Joseph Baumann, Roger Bergman, Matthew Fenske. (11)

Public Hearings

B/C 22-156 Philip Kuyers moved to open the Public Hearing at 1:47 p.m. to receive comments on the use of funds from the FY 2022 Edward Byrne Memorial Justice Assistance Grant Program.

The motion passed as shown by the following votes: Yeas: Allen Dannenberg, Joseph Baumann, Roger Bergman, Randall Meppelink, Kyle Terpstra, Francisco Garcia, Gregory DeJong, James Holtvluwer, Douglas Zylstra, Philip Kuyers, Matthew Fenske. (11)

B/C 22-157 Philip Kuyers moved to close the Public Hearing at 1:52 p.m. on the use of funds from the FY 2022 Edward Byrne Memorial Justice Assistance Grant Program.

The motion passed.

B/C 22-158 Philip Kuyers moved to approve and authorize the Board Chairperson to sign the FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) program application.

The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Randall Meppelink, Kyle Terpstra, Francisco Garcia, Douglas Zylstra, Roger Bergman, Allen Dannenberg, Gregory DeJong, Joseph Baumann, Matthew Fenske. (11)

The County Administrator's report was presented.

Several Commissioners commented on meetings attended and future meetings to be held.

Online Public Comments

1. Margarete Fochtman-Grand Haven Township

Chair Fenske adjourned the meeting at 2:00 p.m.

JUSTIN F. ROEBUCK, Clerk/Register
Of the Board of Commissioners

MATTHEW R. FENSKE, Chairman
Of the Board of Commissioners

Action Request



Committee:	Board of Commissioners
Meeting Date:	08/23/2022
Requesting Department:	Fiscal Services
Submitted By:	Karen Karasinski
Agenda Item:	Accounts Payable for August 1 - 12, 2022

Suggested Motion:

To approve the general claims in the amount of \$6,986,019.91 as presented by the summary report for August 1, 2022 through August 12, 2022.

Summary of Request:

Approve vendor payments in accordance with the Ottawa County Purchasing Policy.

Financial Information:

Total Cost: \$6,986,019.91	General Fund Cost: \$6,986,019.91	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective: Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Administration: Recommended Not Recommended Without Recommendation
County Administrator: *John Smith*

Committee/Governing/Advisory Board Approval Date:

Total CHECKS | EFTs | WIRES



Ottawa County
Where You Belong.

Dates: August 1, 2022
to August 12, 2022

I hereby certify that to the best of my knowledge the List of Audit Claims, a summary of which is attached, constitutes all claims received and audited for payment. The amount of claims to be approved totals:

\$6,986,019.91

1,330 INVOICES

6,986,019.91

Karen Karasinski

Karen Karasinski
Fiscal Services Director

8.10.22

Date

We hereby certify that the Board of Commissioners has approved
the claims on Tuesday, August 23, 2022

Matthew Fenske, Chairperson
Board of Commissioners

Justin Roebuck
Clerk/Register of Deeds

Total CHECKS | EFTs | WIRES



Ottawa County
Where You Belong.

Dates: August 1, 2022
to August 12, 2022

Total of all funds: \$6,986,019.91

0000	TREASURY FUND	5,774.27
1010	GENERAL FUND	621,961.36
1060	TOWERS	0.00
1070	BOARD INITIATIVES	30,909.60
1500	CEMETERY TRUST	0.00
2081	PARKS & RECREATION	108,079.10
2160	FRIEND OF COURT	9,713.12
2180	OTHER GOVERNMENTAL GRANTS	69,075.13
2210	HEALTH	309,371.86
2220	MENTAL HEALTH	1,326,650.64
2221	MENTAL HEALTH MILLAGE	31,703.00
2225	SUBSTANCE USE DISORDER	112,770.61
2271	SOLID WASTE CLEAN-UP	0.00
2272	LANDFILL TIPPING FEES	12,176.84
2340	FARMLAND PRESERVATION	0.00
2430	BROWNFIELD REDEVELOPMENT	0.00
2444	INFRASTRUCTURE FUND	0.00
2550	HOMESTEAD PROPERTY TAX	0.00
2560	REGISTER OF DEEDS AUTOMATION FUND	2,549.40
2600	PUBLIC DEFENDERS OFFICE	34,270.31
2620	FEDERAL FOREITURE	0.00
2602	WEMET	8,021.38
2630	SHERIFF GRANTS & CONTRACTS	36,897.84
2631	CONCEALED PISTOL LICENSING	0.00
2901	DEPT OF HUMAN SERVICES	1,158.95
2920	CHILD CARE - PROBATE	74,212.61
2970	DB/DC CONVERSION	0.00

Total CHECKS | EFTs | WIRES



Ottawa County
Where You Belong.

Dates: August 1, 2022

to August 12, 2022

Total of all funds: \$6,986,019.91

3010	DEBT SERVICE	0.00
4020	CAPITAL IMPROVEMENTS	50,133.94
4690	BUILDING AUTHORITY CONSTRUCTION PROJECT	316,390.43
5160	DELINQUENT TAXES	8,848.00
5360	LAND BANK AUTHORITY	0.00
6360	INNOVATION & TECHNOLOGY	138,019.07
6450	DUPLICATING	28,403.00
6550	TELECOMMUNICATIONS	18,750.15
6641	EQUIPMENT POOL	77,004.00
6770	PROTECTED SELF-FUNDED INSURANCE	0.00
6771	EMPLOYEE BENEFITS	0.00
6772	PROTECTED SELF-FUNDED UNEMPL INS.	0.00
6775	LONG-TERM DISABILITY INSURANCE	0.00
6780	OTTAWA CNTY-INSURANCE AUTHORITY	0.00
6810	DB/DC CONVERSION FUND	0.00
7010	TRUST & AGENCY	2,729,036.35
7015	TRUST & AGENCY JUVENILE COURT	2,229.18
7040	IMPREST PAYROLL	291,021.54
7210	LIBRARY PENAL FINE	0.00
7360	OPEB TRUST	0.00
8010	SPECIAL ASSESS. DRAINS	99,283.09
8011	DRAINS-CAPITAL PROJECTS FUND	0.00
8020	DRAINS-REVOLVING	802.20
8510	DRAINS-DEBT SERVICE FUND	0.00
8725	INLAND LAKE IMPROVEMENT	23,721.57
8800	BROWNFIELD REDEVELOPMENT AUTHORITY	0.00

Action Request



Committee: Board of Commissioners
Meeting Date: 08/23/2022
Requesting Department: County Clerk/Register of Deeds
Submitted By: John Shay
Agenda Item: Correspondence Log 490

Suggested Motion:

To receive for information the Correspondence Log.

Summary of Request:

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

Objective: Goal 3, Objective 4: Evaluate communication with other key stakeholders.

Administration: Recommended Not Recommended Without Recommendation
County Administrator: *John Shay*

Committee/Governing/Advisory Board Approval Date:

LSTRPT055PAGE: 1

8/5/2022 01:37:35 PM List Contents Report by Renee Kuiper on 8/5/2022 at 1:37:35 PM

Search Results Title:

Correspondence From: ALLEGAN COUNTY BOC - JULY 14, 2022 - 7/20/2022

Correspondence From: OCEANA COUNTY BOC - JULY 20, 2022 - 7/20/2022

Total Documents : 2

Total Processing Time : 0 Hours, 0 Minutes, 1 Seconds

Action Request



Committee: Board of Commissioners

Meeting Date: 08/23/2022

Requesting Department: Administration

Submitted By: Regina MacMillan

Agenda Item: Retirement Policy (first reading)

Suggested Motion:

To approve the revised Retirement Policy for review and comment.

Summary of Request:

County policies require periodic review and updates. This request is to review the Retirement Policy and forward it to the Board of Commissioners for a first and second reading before final approval.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 4, Objective 1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 08/16/2022

Planning and Policy Committee



Ottawa County

RETIREMENT POLICY

I. POLICY

All full-time and ~~regular~~ benefited part-time Ottawa County employees who are regularly scheduled to work at least eighty (80) hours per month shall participate in the Michigan Municipal Employees' Retirement System (MERS). Employees hired prior to 1/1/2012 or 4/1/2013, depending on group, are enrolled in the defined benefit (DB) plan. Employees hired on or after 1/1/2012 or 4/1/2013, depending on group, will be enrolled in the defined contribution (DC) plan. In order to be paid a ~~DB benefit~~ retirement allowance from MERS, an employee must meet the age and service requirements established by MERS and there must have been a bona fide termination of the employment relationship between the County as an employer and the individual as an employee. In order to qualify for a distribution from the DC plan, an employee must be separated from employment. The specific terms and conditions governing the retirement plans are controlled by the statutes and regulations establishing the Michigan Municipal Employees' Retirement System.

II. STATUTORY REFERENCES

Municipal Employees Retirement Act of 1984; MCL 38.1501 et seq.

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

The original Board policy on this subject matter was adopted May 2005.

Board of Commissioners Resolution Number and Policy Adoption Date: April 8, 2008. B/C08-084

Board of Commissioners Review Date and Resolution Number:

Date of Last Committee Review: Planning and Policy Committee August 16, 2022

Last Review by Internal Policy Review Team: August 1, 2022



Ottawa County

IV. PROCEDURE

1. At the time of initial hire an individual is classified as a full-time, ~~regular benefited~~ part-time or temporary (~~irregular non-benefited~~) employee. An employee's status will change from part-time to full-time only if the number of hours in their regularly scheduled workweek is increase and will not be changed as a result of occasionally working additional hours. The County will maintain records of each employee's status as a full-time, part-time or ~~temporary non-benefited~~ employee.
2. All full-time and ~~regular benefited~~ part-time employees whose regular schedule includes s at least eighty (80) hours of work per month will be enrolled in the County's MERS Plan upon their initial date of hire and will remain enrolled as long as their regular schedule includes at least eighty (80) hours of work per month.
3. Individuals employed in temporary (~~irregular non-benefited~~) positions will not be enrolled in the County's MERS Plan even if they are working eighty (80) hours or more per month. Individuals employed in ~~temporary non-benefited~~ positions will be advised in writing that they are not eligible to participate in the County's MERS Plan.
4. There is no bona fide termination of employment in instances where the individual intends to seek reemployment with the County on a full-time or ~~regular benefited~~ part-time basis and prior to the effective date of the termination of the employment relationship the County or any of its officers has made a promise or commitment to offer that individual subsequent employment with the County. ~~In order to~~To comply with MERS retirement procedures, no officer or agent of the County can make a promise or commitment to offer that individual subsequent employment with the County prior to their retirement.
- ~~5. If an employee is going to utilize the deferred compensation catch-up provision in conjunction with their final payoffs, they must submit their paperwork to Human Resources 30 days in advance of their departure. In all other circumstances, Employees seeking a DB retirement with MERS must submit a letter of retirement to both the employee's department and Human Resources, no more than 90 days prior to their last day worked. Applications for retirement may be made through the employee's myMERS online account or through Human Resources, no more than 90 days prior to their last day worked. the paperwork for retirement should be submitted to Human Resources with the last two weeks of their employment.~~
6. Employees seeking a DC retirement with MERS must submit a letter of retirement to both the employee's department and Human Resources, no more than 90 days prior to their last day worked. A MERS distribution form may be completed at any time.



Ottawa County

5.7. The last day an employee works will be considered their retirement date.

V. REVIEW PERIOD

The Internal Policy Review Team will review this Policy at least once every two years and will make recommendations for changes to the Planning & Policy Committee.

Action Request



Committee:	Board of Commissioners
Meeting Date:	08/23/2022
Requesting Department:	Administrator's Office
Submitted By:	John Shay
Agenda Item:	Ottawa County's Statement on Diversity, Equity and Inclusion

Suggested Motion:

To approve Ottawa County's Statement on Diversity, Equity and Inclusion.

Summary of Request:

In an effort to better educate the public on the purpose of the County's Diversity, Equity and Inclusion office, a statement has been developed to explain how the DE&I Office contributes to the County's vision of "Where You Belong." It also emphasizes that the County will not demean any disability, gender, race, ethnicity or culture, as the County provides its many services to the citizens of Ottawa County.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its residents.

Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: *John Shay*

Committee/Governing/Advisory Board Approval Date: 08/16/2022 Planning and Policy Committee

Ottawa County's Statement on Diversity, Equity and Inclusion

What is the County's Vision?

The Ottawa County Board of Commissioners established the [Diversity, Equity and Inclusion \(DE&I\) Office](#) in 2018, recognizing its importance in the accomplishment of living out the County's vision: *Where You Belong*.

We accomplish this vision by proactively engaging and understanding a variety of perspectives across all human differences and to retain and recruit employees from all cultures and ethnicities to ensure that county employment and services are accessible to all.

How does the DE&I Office contribute to this vision?

- Leading the development of a DE&I strategy considering the entire range of human differences.
- Reviewing and identifying unintended bias in internal policies, programs and procedures to ensure they provide fair treatment for all County employees.
- Promoting understanding, equity and harmony regardless of differences in abilities, economic means, gender, ethnicity, cultural background and race.

Why is this important?

- Ottawa County's economic base depends on a worldwide business environment that requires a global workforce and customer base, so that all people can prosper.
- Ottawa County employees must be able to provide exceptional public services for citizens of the fastest growing county in Michigan with an increasingly changing population.

What are some examples?

- People with different abilities and from different cultures recreate in different ways. Understanding those differences may enable Ottawa County Parks to ensure that it serves all people.
- Different cultures react to law enforcement in different ways. Understanding those differences may enable Sheriff's deputies to avoid escalations when in contact with individuals of different backgrounds.
- Different cultures are dispersed in different geographic sectors of the County. Being able to tailor employment and services opportunities across the County may enable the County to offer employment and services in a more representative manner.

What will Ottawa County not do?

- Ottawa County will not disparage or demean any disability, gender, race, ethnicity or culture.

Action Request



Committee: Board of Commissioners

Meeting Date: 08/23/2022

Requesting Department: Human Resources

Submitted By: Marcie Ver Beek

Agenda Item: Public Health Personnel Request

Suggested Motion:

To approve the request from Public Health to add one .6 FTE Grant Coordinator at a cost of \$61,389 to be paid for by the Michigan Public Health Institute (MPHI) grant.

Summary of Request:

The Ottawa County Department of Public Health has been awarded \$300,000 from the Michigan Public Health Institute (MPHI) to reduce and eliminate COVID-19 inequities in impacted and at-risk populations within our region. The subcontractor agreement requires a collective impact approach to develop a Regional Health Equity Council; develop and implement an action plan to improve health outcomes of the region; identify and engage community members and organization in council membership and activities; support sustainable activities and development of a sustainability plan of activities. This position will be fully funded through the subcontractor agreement with MPHI to specifically work on project objectives. While the COVID-19 pandemic has impacted the mental and physical health of every person across the United States, it has disproportionately impacted individuals from specific populations, particularly those who are Black, Indigenous, People of Color (BIPOC), those who have low resources, people experiencing mental health conditions, people experiencing homelessness, people with substance use disorders, and people with disabilities. This project and position will help meaningfully address disparities related to COVID-19 and help implement strategies that will both meet the needs of Ottawa County residents and outlive the current pandemic. This position is temporary and contingent on funding from the contracting agency.

Financial Information:

Total Cost: \$61,389.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Michigan Public Health Institute Grant budget amendment in process.

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: 

Committee/Governing/Advisory Board Approval Date: 08/16/2022

Finance and Administration Committee



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: _____ DATE REQUESTED: _____

POSITION TITLE: _____ ORG CODE: _____

DATE NEEDED _____

CHECK ONE: Full-Time Benefitted

Part-Time Benefitted

New Position → Number of hours per week requested: _____

Expansion of Existing Hours → From: _____ To: _____ hrs/week

Non-Benefitted, Temporary → Duration of Temporary Position: _____

New Position → Number of hours per week requested: _____

Expansion of Existing Hours - please refer to the attached schedule to make this request

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: _____

2. Pay Grade: _____

3. Does a current job description exist? Yes No

If no, please attach a one-page, proposed job description and a description of anticipated duties to this form.

4. Justification for establishing this additional position. Please explain rationale for requesting this position including background for this position, additional workload in department that needs to be covered, where is the additional funding for this position coming from, as well as the impact to the department. Please limit your response to a maximum of one page, double spaced.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. _____

Provide the revenue line to be amended if this position is approved: _____

Estimated salary cost (including for the budget year: _____ (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: _____ (department to request amount from H/R)



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

List all additional items associated with this position, including equipment, office modifications, vehicle costs, etc. List as follows: Item description, cost estimate, and justification for additional equipment.

Additional information:

- **For all approved positions:** the costs associated with this position (revenue, salary, fringe benefits, & equipment) will be entered by Fiscal Services into your budget if the position is approved. The department will not be responsible for this portion of the budget entry.
- Please include all position information on this form and attachments (as noted above). The justification that you submit for this position request should be well thought out and articulated in a way that the committee members who may not be familiar with day to day activities of your area can understand the information you provide. **Please remember to keep the justification to a maximum of one page.**

SIGNED: _____

DATE: _____

BUDGET DATA: _____

Fiscal Services Department Use Only

CONTROL #: _____

Fiscal Services Department Use Only

Grant Coordinator- Job Description

Under the supervision of the Community Services Manager and in collaboration with the Health Planning and Promotion Division, this individual will assist in the oversight and management of a grant project. The purpose of the project is to reduce and eliminate COVID-19 inequities in impacted and at-risk populations within our region.

This is a part-time, temporary, benefited position working 24 hours per week at the [Public Health Department](#) in Holland, MI. The project runs through May 2023, with potential for continued funding. Some travel in Ottawa County may be needed. The schedule is yet to be determined, but the employee can expect during the day hours, with some occasional evenings.

Essential Job Functions

The essential functions of this position include, but are not limited to the following:

1. Recruit, form, and establish membership for Regional Health Council that is comprised of community members and community organizations actively engaged in serving those most impacted by COVID-19.
2. Coordinate and document Council activities: develop and implement an action plan to address and reduce community priority risk factors and needs related to COVID-19 and other root causes of health inequities.
3. Assist in the development and implementation of practices and policies to reduce health disparities and improve health outcomes.
4. Ensure equitable distribution and efficient use of the resources to support affected communities.
5. Assist in creating a sustainability plan to maintain the Regional Health Council's work.
6. Participate in efforts to disseminate lessons learned, share updates, and support collaboration across communities and to state-level partners.
7. Provide support to Ottawa County Department of Public Health Staff and community organizations in meeting project goals including contracts management, compliance, and reporting requirements.
8. Assist in the design, development, and administration of quality assurance and evaluation instruments to assess the effectiveness in the delivery of project activities.
9. Helps support an equitable, safe, diverse and inclusive workplace.
10. Performs other related duties as assigned.

Required Education, Training and Experience

Bachelor's degree in public health, non-profit administration, health education or closely related field and two (2) years of progressively responsible work experience in health promotion and disease prevention, or an equivalent combination of education and experience. Experience working directly with people from diverse racial, ethnic, sexual, and socioeconomic backgrounds preferred.

Additional Requirements and Information

The qualified candidate will have the following knowledge and skills:

- Good working knowledge of the practices and principles of health education and community programming.
- Good working knowledge of the design and implementation of health promotion programs.
- Good working knowledge of grants management.
- Thorough working knowledge of professional standards of practice and ethics.
- Knowledge of the principles and practices of budget preparation and control.
- Knowledge of program assessment and quality assurance principles, practices, protocols and instruments.
- Knowledge of proposal development and grant writing principles and practices.
- Excellent interpersonal and human relations skills.
- Excellent verbal and written communications skills and ability to present to diverse audiences, specifically racially, ethnically, sexually and socio economically diverse populations.
- Computer proficiency and working knowledge of word-processing, spreadsheet, database and project management software.
- Ability to interact positively and professionally with business and community groups; educators; parents; employer and employee representatives; funding agency representatives; and members of the general public with widely diverse cultural and socio-economic backgrounds and varying levels of health knowledge and interpersonal communications skills.

Note: Individuals in this classification provide services to clients and community health partners throughout the County and are responsible for providing their own transportation.

Physical Requirements and Working Conditions:

Must be able to perform essential job functions with or without reasonable accommodations, including, but not limited to, visual and/or audiological appliances and devices to increase mobility. Work is generally performed in a normal office conditions, but is frequently performed at offsite locations.

Ottawa County is an Equal Opportunity Employer

2022 Estimated Costs per Deductions
Employee Costs

Benefitted
Paygrade 9 Step 1

FTE	Wages	Benefits	TOTAL COST
0.6000	31,824.25	23,065.47	54,889.72

Action Request

Electronic Submission – Contract # 1620



Committee: BOARD OF COMMISSIONERS

Meeting Date: 8/23/2022

Vendor/3rd Party: OAISD

Requesting Department: HUMAN RESOURCES

Submitted By: MARCIE VER BEEK

Agenda Item: OTTAWA AREA ISD WORK-BASED LEARNING PROGRAM

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the agreement to add eight work-based learning student positions at a total cost of \$3,840 for Fiscal Year 2022 and \$80,000 to be included in the Fiscal Year 2023 budget request.

Summary of Request:

Human Resources is developing a partnership and talent pipeline with the OAISD through their work-based learning program. Ottawa County will employ ISD students to perform duties while the student earns course credit and learning hours through the ISD.

Human Resources requests to add eight (8) work-based learning student positions to be paid at the intern rate. Four will be dedicated to the Sheriff's Office and the Sheriff's Office will budget for these positions. For the remainder of Fiscal Year 2022, the Sheriff's Office will use vacancy funds to fund the estimated \$3,840 in costs. The Sheriff's Office will request funding for these four positions within the Fiscal Year 2023 budget.

Human Resources will request funding for four additional positions within the HR budget for Fiscal Year 2023. These positions will be for all other departments. This funding model allows for maximum flexibility based on student and department interest. Human Resources will also request the purchase of eight laptops within the Fiscal Year 2023 budget to provide to these students while they are employed.

Fiscal Year 2022:

\$3,840 – Sheriff's Office (paid with vacancy funds in the Sheriff's Office)

Fiscal Year 2023:

\$35,000 – Sheriff's Office

\$35,000 – Human Resources (reassigned to department upon placement)

\$10,000 – 8 laptops

FY23 total: \$80,000 to be requested within the FY23 budget

Financial Information:

Total Cost: \$0.00

General Fund Cost: \$0.00

Included in Budget: Yes


If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: New Activity

Action is Related to Strategic Plan:

Goal 4: To Continually Improve the County's Organization and Services.

Administration:

Recommended by County Administrator:  8/5/2022 8:14:34 AM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 8/16/2022

OTTAWA COUNTY OAISD WORK BASED LEARNING



OVERVIEW

1. Scope

To be a better community partner by providing work-based learning opportunities through the Ottawa Area ISD Careerline Tech Center and to create a talent pipeline for Ottawa County.

2. Issue

The current job market is volatile and available workforce continues to dwindle due to multiple factors. To address the current situation and to prepare future workers, we need to develop pipelines for talent into the organization. Ottawa County must be innovative in this space and prepare for future worker shortages as projected by so many subject matter experts. Finally, county government is not typically the first place a new graduate looks for a job. By showing students the broad spectrum of careers, we hope to be more successful marketing as an employer.

3. Case

Students benefit by taking classroom teachings and connecting them to the real world and to explore different career options. Ottawa County benefits by creating a future pipeline of talent, marketing county government as an employer, and to reduce recruitment/training costs by hiring better-prepared employees who understand workplace expectations.

Of the 23 current capstone students, 16 were hired direct by the hosting organization to be full-time employees' post-graduation. We hope to have similar success at Ottawa County.

This is a great and innovative opportunity to directly train and recruit employees and prepare a future workforce.

4. Work-based Learning Overview

There are three types of experiences through the Tech Center:

1. Job Shadow: Students explore different career paths by shadowing an employee's day-to-day activities for 1-3 days. This is unpaid.
2. Work-experience: Students get hands-on experience within their field of interest by working alongside an employee for 2-45 hours. This is unpaid.
3. Co-op & Capstone Experience: Students are employed by Ottawa County (W2 employees) to perform work alongside an employee. Students must work at least 10 hours per week. The student is graded based off curriculum and performance reviews. The students earn intern wages for each hour worked. Outside of school, students may work more hours. Co-op students are typically first-year Tech Center students and are juniors or seniors. Capstone students are students in their senior year and their

program does not have a second-year curriculum, so work-based learning is conducted instead. The co-op and capstone programs pay the employee.

Due to the broad spectrum of services that Ottawa County provides, there are many connections to different Tech Center Programs. Below are a few examples:

- Business management: HR, Administrator's Office, Strategic Impact
- Public Safety: Sheriff's Office
- Healthcare: Public Health
- Dental Careers: Public Health
- Plumbing: Facilities
- Environmental Field Studies: Parks, Environmental Health, Water Resources, Strategic Impact
- IT: Innovation & Technology

5. Liability

The students are covered by Ottawa County general liability and workers' compensation insurance.

Michigan has strict standards on employment of a minor. As allowed by the State and with a completed agreement between Ottawa County, the ISD, the student, and the student's parents; many of the restrictions are waived. Ottawa County commits to continuing its safe working environment. The ISD will conduct an initial safety inspection and then regular inspections thereafter.

Visit <https://www.michigan.gov/mde/services/octe/educators/work-based-learning/work-based-learning-manual-managing-your-risk> for more information.

6. Financial Costs

The students hired as co-op and capstone experience employees will be paid at the intern rate (\$13.25 currently). These students must work a minimum of 10 hours per week. The students may also work after school, weekends, and full-time in the summer, as needed and determined by the department and student.

Typically, each department budgets for part-time/seasonal wages in the departmental part-time wage line. Due to the nature of this program, it is unknown how many students will be interested in each field of study to budget within one department.

The Sheriff's Office will budget for four students within their department part-time wages. Funding for FY22 will be provided through vacancy savings and FY23 will be budgeted.

Human Resources will budget for four more students (total of 8) for FY23 within the HR part-time wages line. The costs will be moved to the appropriate department upon placement of the student. This will allow maximum flexibility for the students and Ottawa County.

Each student will need a laptop to perform assigned work. To prevent surplus laptops within each department, Human Resources will budget for the purchase of eight laptops for this program.

Fiscal Year 2022:

\$3,840 – Sheriff's Office (paid with vacancy funds in the Sheriff's Office)

Fiscal Year 2023:

\$35,000 – Sheriff's Office

\$35,000 – Human Resources (reassigned to department upon placement)

\$10,000 – 8 laptops

TOTAL: \$80,000 to be requested within the FY23 budget

7. Implementation

The Tech Center will contact Human Resources with potential students. If there are multiple interested students and the department does not have capacity, interviews will be conducted. Students in the co-op segment must work a minimum of 10 hours a week along-side an employee. The co-op is a replacement for in-classroom learning. The mentor employee must be willing to educate and teach the employee the work being performed. The students must learn the hands-on tasks and perform them successfully.

If departments have the need, students may work beyond the 10 hours either with a mentor or individually. This would be after school hours or during school breaks. Most co-op students will need placement in the winter/spring quarters, as most in-classroom learning happens during the fall.

Capstone students have more availability and start in August/September, but must work a minimum of 10 hours per week.

The mentor employee must be carefully selected. It must be an employee regularly performing tasks associated with the ISD's program. The mentor employee must also be willing to teach, coach, and provide assistance to the student. Hours reporting and regular student performance evaluations must be conducted.

Human Resources will be the main point-of-contact. HR will create a guidebook for departments to review and utilize so expectations are set. HR will then gather requests from departments and partner with the Tech Center for placement. Several laptops will be purchased that students may borrow for their course of employment.

Work Based Learning Opportunities for Students

What is it?

- Work-based learning is an opportunity for students to discover things they can't learn in a classroom. They get inside information about the career they are interested in, or simply get a taste of what it's really like on the job.

Benefits to Students:

- Work-based learning can help students improve academically. It helps them learn how the things they learn in the classroom are connected to the real world. It's also a great way to explore career options.

Benefits to Employer Partners:

- Work-based learning helps employers reduce their recruitment and training costs. It also helps them hire better-prepared employees who understand workplace expectations.

Types of Experiences:

- Job Shadow
 - 1 – 3 day observation of an employee's day-to-day activities
- Work-Experience
 - Unpaid experience
 - Used to provide students with an opportunity to gain hands-on experience within their field of interest
 - Lasts from 2 – 45 hours
- Co-op & Capstone Experience
 - Paid experience
 - Grades based off curriculum and performance review
 - Training Agreement can take the place of a typical work permit
 - Minimum of 10 hours per week

The OAISD does not discriminate on the basis of race, color, religion, sex, national origin, age, height, weight, marital status, handicap, disability, or limited English proficiency in any of its programs or activities. The following office has been designated to handle inquiries regarding nondiscrimination policies: Human Rights Officer, Human Resources Department, Ottawa Area Intermediate School District, 13565 Port Sheldon Street, Holland, MI 49424 1-877-702-8600 (toll free)

Getting Started Checklist for Employers

For Work-Based Learning (WBL)

- Determine your level of commitment and engagement, including:
 - Duration of involvement (i.e., 1 year or long-term commitment)
 - Location of experience or collaboration (at your work site or at the school)
 - Collaboration with program instructor or advisory committee
 - Ability to provide unpaid or paid experiences
 - Number of students you can offer WBL opportunities to over the duration of your involvement

- Identify where you need future skilled workers.
 - What tasks are important for future workers to learn?
 - What positions will you be filling in the next year?
 - How will those first year placements transition into the next 5–10-year position openings?
 - Where or for what tasks can you provide 10+ hours of work experience per week?

- Collaborate with your local [CEPD/CTE administrator](#), teacher, or work-based learning coordinator.
 - Share opportunities and requirements
 - Determine alignment of requirements to available student learners

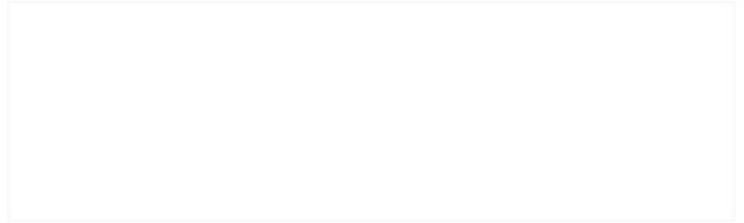
- Identify an employee or supervisor available to assist, mentor, and supervise student learners.
 - Who will provide coaching and assistance to orient the student learner?
 - Who will be responsible for training, supervising, and evaluating student performance while at the worksite?

- Provide required documentation.
 - Proof of liability insurance and Workers' Compensation
 - Identify hours and schedule for student placement
 - Share list of possible tasks with work-based learning coordinator; review draft of training plan (when provided)

- Introduce school personnel to work site.
 - Provide a tour and information about the company to the teacher and/or work-based learning coordinator
 - Collaborate on completion of school safety checklist requirements
 - Consider participation on program advisory committee
 - Consider opportunities for teacher externships to strengthen knowledge of your business and connection to program curriculum

- Continue on-going dialogue
 - Discuss rules for placement
 - Ask questions as they arise

OTTAWA COUNTY



By: _____
Matthew R. Fenske, Chairperson
Board of Commissioners

Date _____

By: _____
Justin F. Roebuck, Clerk/Register

Date _____

Action Request



Committee:	Board of Commissioners
Meeting Date:	08/23/2022
Requesting Department:	Human Resources
Submitted By:	Marcie Ver Beek
Agenda Item:	Officer and Employee Delegate for the MERS Annual Meeting

Suggested Motion:

To approve and authorize the Board Chairperson to sign the form nominating Zachary VanOsdol as Officer Delegate; Dean Krum as Employee Delegate to the 2022 MERS Annual Meeting.

Summary of Request:

The County, as a member of the Municipal Employees Retirement System (MERS), sends an Officer Delegate and an Employee Delegate to the Annual MERS conference in accordance with MERS bylaws. Delegates vote for the MERS Board Member and attend informational sessions to learn important information relating to the County's retirement system, such as new and updated rules and regulations, financial stability of MERS, and other topics related to MERS. The Alternate Delegates are named, in the event the primary delegate (Officer or Employee) cannot attend.

Financial Information:

Total Cost: \$1,200.00	General Fund Cost: \$1,200.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 4: To Continually Improve the County's Organization and Services.
Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective: Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.
Goal 2, Objective 1: Consider initiatives that contribute to the economic health and sustainability of the County and its' residents.

Administration: Recommended Not Recommended Without Recommendation
County Administrator: *John Su*

Committee/Governing/Advisory Board Approval Date: 08/16/2022 Finance and Administration Committee



2022 Officer and Employee Delegate Certification Form

MERS Annual Business Meeting | September 2022

Please print clearly • **Scan and attach this file when you register online** • Retain a copy for your records

IMPORTANT: If you are not electing/appointing delegates to vote during the MERS Annual Business Meeting, please **DO NOT** submit this form. A **delegate** is **NOT** confirmed to have voting rights until this form has been uploaded with their online registration.

The voting delegate representative must be a MERS member, defined as an **active employee on payroll** who is enrolled in either a MERS Defined Benefit Plan, Defined Contribution Plan or Hybrid Plan.

1. Officer (and alternate) delegate information

The officer delegate (or alternate) shall be a MERS member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative, executive, or judicial branch of government.

Officer Delegate name
Zachary VanOsdol

Officer Alternate name

Officer delegate and alternate listed above were appointed to serve during the 2022 MERS Annual Business Meeting by official action of the governing body (or chief judge for a participating court) on August 23, 2022.

2. Employee (and alternate) delegate information

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative, executive, or judicial branch of government.

Employee Delegate name
Dean Krum

Employee Alternate name
Sandra Brinks

Employee delegate and alternate listed above were elected to serve during the 2022 MERS Annual Business Meeting by secret ballot election conducted by an authorized officer on July 12-26, 2022.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court. **An electronic signature is permissible.**

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for the employee delegate and alternate are true and correct.

Employer/municipality name* Ottawa County	Municipality number* 7003	Email address zvanosdol@miottawa.org	
Employer address 12220 Fillmore St	Employer city West Olive	Employer state MI	Employer zip code 49460
Printed name Matthew R. Fenske	Title of authorized authority* Chairperson, Ottawa County Board of Commisioners		
Authorized signature*	Date 8/23/2022		

* Required field



1. You may complete it electronically (an electronic authorized signature is permissible), then save it and upload it when registering your delegate(s) – OR –
2. You may print it off and complete it, then scan and upload it to your computer for uploading when you register your delegate(s).

Action Request

Electronic Submission – Contract # 1627



Committee: BOARD OF COMMISSIONERS

Meeting Date: 8/23/2022

Vendor/3rd Party: VETERANS AFFAIRS

Requesting Department: VETERANS AFFAIRS

Submitted By: JOHN SHAY

Agenda Item: AGREEMENT FOR VETERANS' SERVICES DATED NOVEMBER 12, 2019

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign Addendum No. 1 of the Agreement for Veterans' Services dated November 12, 2019.

Summary of Request:

The current agreement between the County and Social Services Resources, LLC to provide services to veterans expires on December 31, 2022. It is likely that the County will receive grant funding from the Michigan Veterans Affairs Agency on October 1, 2022 to pay 100% of the cost of adding a fourth veterans service officer. This addendum reflects the County using these grant funds to pay Social Services Resources an additional \$2,411.76 for this fourth veterans service officer for the period of October 1, 2022 - December 31, 2022. The addendum reflects that this increased cost for a fourth veterans service officer is contingent upon receiving the grant funding.

Financial Information:

Total Cost: \$2,411.76

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Administration:

Recommended by County Administrator: *John Shay* 8/11/2022 1:47:00 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 8/16/2022

AGREEMENT FOR VETERANS' SERVICES

County of Ottawa and Social Services Resources, LLC

Addendum No. 1

This addendum serves to add additional funding to the existing Agreement for Veterans' Services dated November 12, 2019 ("Agreement") in the amount of \$2,411.76 for the final three months of the Agreement (October 1, 2022 – December 31, 2022). These additional funds will increase the amount of the Agreement from an annual amount of \$28,941.00 to \$31,352.76. This increase in the Agreement amount shall be contingent upon receiving funding from the Michigan Veterans Affairs Agency, County Veterans Service Fund.

Payment Procedures

Social Services Resources, LLC shall be paid a unit rate to provide administration and program oversight of the veterans' services provided by the Ottawa County Department of Veterans Affairs. This unit rate shall be equivalent to the current costs incurred by Ottawa County in its Agreement with Social Services Resources, LLC.

Unit Definition

One unit equals one month of administrative service (one day each week of the month) provided to the Ottawa County Department of Veterans Affairs for the administration and oversight of the Ottawa County's veterans programs.

Monthly Unit Rate: \$803.92

COUNTY OF OTTAWA

Dated: _____

By: _____
Matthew Fenske, Chairperson
Ottawa County Board of Commissioners

Dated: _____

By: _____
Justin F. Roebuck
Ottawa County Clerk/Register

THE CONTRACTOR

Dated: 8/10/22

By: Loren Snippe

Its: _____

Action Request

Electronic Submission – Contract # 1628



Committee: BOARD OF COMMISSIONERS

Meeting Date: 8/23/2022

Vendor/3rd Party: HOPE NETWORK WEST MICHIGAN

Requesting Department: VETERANS AFFAIRS

Submitted By: JOHN SHAY

Agenda Item: TRANSPORTATION SERVICE AGREEMENT WITH HOPE NETWORK

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign Addendum No. 1 to the Purchase Service Agreement between the County of Ottawa and Hope Network West Michigan to provide transportation services to Ottawa County veterans.

Summary of Request:

In 2020, the County received a grant from the Michigan Veterans Affairs Agency to provide transportation services to Ottawa County veterans who needed transportation to and from doctors' appointments. The proposed Addendum No. 1 would increase the rates that the County pays Hope Network to provide these transportation services due to the increase in fuel costs. The grant would pay 100% of these costs.

Financial Information:

Total Cost: \$0.00

General Fund Cost: \$0.00

Included in Budget:

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Administration:

Recommended by County Administrator: *John Shay* 8/11/2022 1:46:56 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 8/16/2022

**Purchase Service Agreement
for
Specialized Transportation Services
from
Hope Network West Michigan**

Addendum #1

This addendum sets forth transportation reimbursement rates that the Ottawa County Department of Veterans Affairs shall provide Hope Network West Michigan for specialized transportation services effective October 1, 2022.

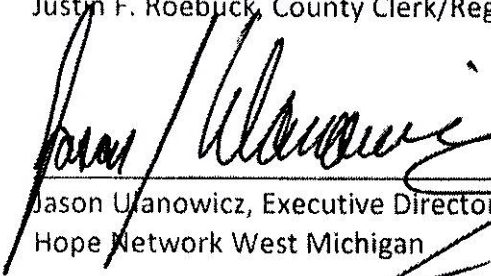
	<u>Ambulatory</u>	<u>Wheel-Chair</u>
Within Ottawa County	\$59.00	\$71.00
Wyoming, MI	\$68.00	\$74.00
Muskegon, MI	\$77.00	\$95.00
Grand Rapids, MI	\$77.00	\$95.00
Battle Creek, MI	\$135.00	\$158.00
Ann Arbor, MI	\$317.00	\$361.00

Matthew Fenske, Chairperson
Ottawa County Board of Commissioners

Date

Justin F. Roebuck, County Clerk/Register of Deeds

Date



Jason Ujanowicz, Executive Director of Transportation
Hope Network West Michigan

8-1-22
Date

Current Transportation Rates
** Through Sept 30, 2022*

BUDGET NARRATIVE/JUSTIFICATION

Budget Narrative/Justification must be provided below. In addition, an **itemized list** of all expenditures, including salary if applicable, must be provided in the Excel budget templates provided. Add Excel spreadsheets as an attachment for each initiative.

Hope Network West Michigan is proposing the following rates to provide veterans transportation to medical providers (all rates are one-way and include the time the driver must wait while the veteran is at his/her doctor's appointment):

Within Ottawa County	\$51.00 (ambulatory)	\$61.00 (wheelchair)
Wyoming, MI	\$59.00 (ambulatory)	\$64.00 (wheelchair)
Muskegon, MI	\$67.00 (ambulatory)	\$82.00 (wheelchair)
Battle Creek, MI	\$117.00 (ambulatory)	\$137.00 (wheelchair)
Ann Arbor, MI	\$275.00 (ambulatory)	\$314.00 (wheelchair)

The \$70,000 budget would permit approximately 673 round trips for ambulatory veterans to be transported to medical appointments within Ottawa County.

Action Request

Electronic Submission – Contract # 1629



Committee: BOARD OF COMMISSIONERS

Meeting Date: 8/23/2022

Vendor/3rd Party: VETERANS AFFAIRS

Requesting Department: VETERANS AFFAIRS

Submitted By: JOHN SHAY

Agenda Item: THREE YEAR AGREEMENT FOR VETERANS' SERVICES

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Agreement for Veterans' Services between the County of Ottawa and Social Services Resources, LLC to being January 1, 2023 and end december 31, 2025.

Summary of Request:

The County has contracted with Social Services Resources, LLC for a number of years to provide services to Ottawa County veterans. The proposed agreement would renew the existing agreement for an additional three years through December 31, 2025. The cost would increase 10% to an annual cost of \$31,835.16, but the fee would remain fixed throughout the three-year term of the agreement.

Financial Information:

Total Cost: \$31,835.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Administration:

Recommended by County Administrator: *John Shay* 8/11/2022 1:46:52 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 8/16/2022

AGREEMENT FOR VETERANS' SERVICES

This Agreement is made this 23rd day of August 2022, by and between the County of Ottawa, a Michigan Municipal Corporation, with a principal place of business at 12220 Fillmore, West Olive, Michigan 49460, ("Ottawa County") and Social Services Resources, LLC, with its principal place of business at 11720 24th Avenue, Marne, Michigan 49435, ("the Contractor") with reference to the following facts and circumstances:

- A. Ottawa County provides various services to veterans of the County as coordinated by a Veterans Affairs Committee and County Administration.
- B. Ottawa County wishes to work with the Contractor to continuously evaluate federal and state programming and to maintain a County Department of Veterans Affairs to provide services to veterans in Ottawa County.
- C. The parties have developed this Agreement to outline the responsibilities of each party.

WHEREFORE THE PARTIES AGREE AS FOLLOWS:

I. General Provisions

A. Agreement Period and Termination

- i. This Agreement shall be in effect from January 1, 2023 through December 31, 2025. It may be renewed for up to one (1) additional three (3) year terms, at the option of Ottawa County on terms to be requested by the parties.
- ii. Ottawa County may terminate this Agreement at any time, on thirty (30) days written notice. The Contractor may terminate this Agreement with

thirty (30) days written notice, with the additional responsibility that a replacement contractor or County employee is trained in all aspects of the Department of Veterans Affairs. All veteran records shall remain the property of Ottawa County.

B. Time: It is anticipated that services will be provided in time intervals of 20 hours per week.

C. Payment and Billing Procedures:

i. Payment: The County of Ottawa shall make payments to the Contractor upon receipt of the Contractor's Statement of Expenditures in accordance with Ottawa County's standard policies. Payments shall be paid in increments of \$2,652.93 per month.

ii. Maximum Amount of Agreement: The County of Ottawa hereby agrees to pay the Contractor an amount not to exceed \$31,835.16 annually for services performed under this Agreement exclusively during the period January 1, 2023 to December 31, 2025. This amount is exclusive of other payments for training or other separately negotiated items.

iii. Billing Procedure: The Contractor shall submit a monthly "Statement of Expenditures" to the Ottawa County Deputy County Administrator. This Statement of Expenditures shall indicate expenditures for the period being billed and a description of the service delivered. This Statement shall be submitted within thirty days from the end of the monthly billing period.

D. Indemnification and Hold Harmless: The Contractor agrees to defend, indemnify, and hold Ottawa County, and its employees, agents and assigns harmless from and against

all claims, damages, fines, judgments, penalties, costs, liabilities or losses, including, without limitation, reasonable actual attorney fees, arising out of the acts or omissions including negligence of the Contractor or its employees, or arising from or out of the breach by such party of any applicable regulations or standards of care or of its obligations under this Agreement. Such responsibility shall not be construed as a liability for damage caused by or resulting from the sole negligence of Ottawa County or its employees.

- E. Insurance: The Contractor agrees to maintain in full force and effect throughout the term of this Agreement insurances as set forth in Attachment A entitled "Insurance Requirements." Proof of the continuing force and effect of all required insurances and proof that Ottawa County has been named as an additional insured on the Contractor's comprehensive general liability insurance policies may be required by Ottawa County at any time.
- F. Status as an Independent Contractor: The parties agree that this Agreement shall be deemed to give rise to an independent contractor relationship and under no circumstances shall it in any way be construed as giving rise to any employer/employee relationship between or among Ottawa County and the Contractor or its employees. The Contractor shall provide for appropriate employee supervision and direction, tax reporting, withholding, and workers' disability compensation insurance coverage as may be required by law. In the event this Agreement is construed as giving rise to an employer/employee relationship between Ottawa County and the Contractor, the Contractor agrees to indemnify and hold Ottawa County and its officers, employees, agents and assigns harmless against any liability which may result therefrom.

G. Notices: The County Oversight Agency for the administration of this Agreement shall be the Ottawa County Deputy Administrator or his/her designee. All notices regarding this Service Agreement shall be sent to:

John Shay, County Administrator
Ottawa County
12220 Fillmore Street
West Olive, Michigan 49460
(616) 738-4842

On behalf of the Contractor, all notices shall be sent to:

Loren Snippe
Social Services Resources, LLC
11720 24th Avenue
Marne, Michigan 49435
(616) 677-1404

H. Entire Agreement: This Agreement represents the entire understanding between parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by the authorized representatives of Ottawa County and the Contractor.

I. Assignment: This Agreement and the performance of the parties hereunder shall not be assigned or delegated to any third party, without the express written consent of all parties.

II. Contractor Responsibilities

A. Geographic Area: The Contractor shall provide services described herein in the following geographic area: Ottawa County.

B. Location of Facilities: The Contractor shall provide services described herein at the following location(s): 12251 James Street, Holland, MI 49424. Services will be delivered in the four geographic quadrants of Ottawa County.

- C. Client Eligibility Criteria: Residents of Ottawa County who are veterans of service in the armed forces of the United States, or as otherwise specified by specific programs.
- D. Credentials: The Contractor shall assure that appropriately credentialed or trained staff shall perform functions under this Agreement.
- E. Services to be Delivered: The Contractor shall deliver the services as outlined in Attachment B.
- F. Training: Most training for the Contractor will be accomplished by visiting existing programs, visiting the Veterans Administration, and attending available local training. If more extensive training is determined/required that goes beyond what is available locally and within contract expectations, negotiation will be initiated with County Administration to review need and rationale. If training is determined appropriate, reimbursement arrangements will be negotiated. (For example, some specialized training may be required to become a Certified Veterans Counselor. Certification training is often available only in other states. This is the type of training that would be considered beyond reasonable contract expectations.)
- G. Reporting Requirements: The Contractor shall submit to the Veterans Affairs Committee monthly reports that indicate the status of activities performed under this Agreement. Monthly reports shall also be submitted to the Deputy County Administrator with the monthly Statement of Expenditures.
- H. Service Documentation: The Contractor agrees to maintain required program records, program statistical records, and to produce program narrative, statistical and financial

data as required under the terms of this Agreement or upon written request by Ottawa County.

- I. Confidentiality: The use or disclosure of information concerning services, applicants or recipients obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement and when not prohibited by law. In all cases, use or disclosure of confidential information shall only be allowed when that use or disclosure is in compliance with federal and state laws, including the HIPPA regulations, 45 CFR Parts 160, 162 and 164. Confidentiality provisions, related to casework activities, family situations and issues, family demographics and any other information that share case-specific details must be strictly observed and may not be disseminated in any way except as specified above. Unauthorized use or disclosure of confidential information is a violation of this Agreement.

III. County Responsibilities

A. Contractual Needs Provided by the County:

- i. Office Space, Phone and Computer Access: Ottawa County will make available space in County offices, primarily at 12251 James Street, but also in various available locations throughout the County as needed. This could be a small conference room or an office cubicle in a County office. The County will also make arrangements for phone and computer access, as available and necessary, when the Contractor is holding office hours at a County office.

B. Evaluation Criteria: The services provided by the Contractor under this Agreement shall be evaluated by the Veterans Affairs Committee and County Administration on the basis of the following criteria:

- i. Submission of required reports.
- ii. Satisfactory completion of services as written in the Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THE DATE SET FORTH ABOVE.

COUNTY OF OTTAWA

Dated: _____

By: _____

Matthew Fenske, Chairperson
Ottawa County Board of Commissioners

Dated: _____

By: _____

Justin F. Roebuck
Ottawa County Clerk/Register

THE CONTRACTOR

Dated: 8/10/22

By: 

Its: _____

Attachment A – Insurance Requirements

INSURANCE – The Program and/or its subcontractors shall provide the following coverages:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

Workers' Compensation Limits	Michigan Statutory
Employers' Liability Limits	\$500,000 Each Accident
	\$500,000 Each Employee and Aggregate Injury by Disease

COMMERCIAL GENERAL LIABILITY

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

There shall be no Products/Completed Operations or Contractual Liability exclusion.
The General Aggregate limit shall apply separately per location or project.

AUTOMOBILE:

Residual Liability	\$1,000,000 each student
Personal Injury Protection	Statutory
Property Protection	Statutory

These coverages shall protect the vendor, its employees, agents, representatives, and subcontractors against claims arising out of the work performed or products provided.

These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers.

The County of Ottawa and its officers, officials, employees, volunteers and agents are to be additional insureds as respects the services provided under this agreement. This additional insured status shall not terminate after completion of the services. A certificate of insurance showing the required limits, showing that the above-mentioned are additional insureds and providing at least a 30-day notice requirement in the event of coverage termination for any reason shall be provided.

Attachment B

A. **Service #1: Monitor and make recommendations regarding County Department of Veteran Affairs services in relation to changes in Federal and State Programming for**

Veterans. The Contractor shall maintain communications and monitor changes, if any, in services provided for veterans by Federal and/or State agencies. The Contractor shall update and make recommendations to the Department of Veterans' Affairs and County Administration regarding such changes and any recommendations for County services. Activities related to this service may include:

1. Visit the Department of Veterans' Affairs in neighboring counties to determine the array of services available, local guidelines for service, and to meet the individuals providing veteran services.
2. Visit the local Federal Veterans Administration to gain an understanding of veteran benefits, eligibility criteria for such benefits, and to establish contacts for the various Federal programs.
3. Visit various veteran groups to determine needs and expectations of Ottawa County veterans.
4. Compile and complete an Ottawa County Department of Veteran Affairs' Program Policy and Procedural Manual. Manual shall include program descriptions, eligibility criteria, record keeping, and reporting expectations.
5. Work closely/communicate as provided in the Agreement with the Veterans' Affairs Committee and County Administration to assure that program development is aligning with County expectations.

6. Work closely/communicate regularly with veterans groups to assure that program development is addressing needs of Ottawa County veterans.
7. Work within existing criteria to assure there is not a gap in the delivery of veteran services/financial assistance while the newly established program is being developed.

B. **Service #2: Basic Veteran Services**. The Contractor shall provide the following services:

1. Financial Assistance through the Veterans' Affairs Committee: Assist eligible veterans and eligible family members who are indigent or in need of emergency financial assistance. The Contractor will complete applications for assistance and present monthly for approval to the Veterans' Affairs Committee.
2. Financial Assistance through the Michigan Veterans Trust Fund: Through an agreement with the State of Michigan, assist eligible veterans and eligible family members who are indigent or in need of emergency financial assistance. The Contractor will complete applications for assistance and present monthly for approval to the Michigan Veterans Trust Fund.
3. Burial Benefits: Administer the Ottawa County burial assistance program, providing benefits for eligible veterans.
4. Other Benefit Assistance: Assist veterans and their families in obtaining any available County, State, and Federal benefits and service to which they are entitled.
5. Expansion of Services to Veterans, Including "One-Stop" Information Center: Explore other funding options for the provision of service for veterans. Distribute basic information and assist veterans with questions regarding veteran services.

Action Request

Electronic Submission – Contract # 1630



Committee: BOARD OF COMMISSIONERS

Meeting Date: 8/23/2022

Vendor/3rd Party: VETERANS AFFAIRS

Requesting Department: VETERANS AFFAIRS

Submitted By: JOHN SHAY

Agenda Item: AGREEMENT FOR VETERANS' SERVICES DATED AUGUST 23, 2022

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign Addendum No. 1 of the Agreement for Veterans' Services dated August 23, 2022.

Summary of Request:

The County has contracted with Social Services Resources, LLC for a number of years to provide services to Ottawa County veterans. The proposed agreement would renew the existing agreement for an additional three years through December 31, 2025. The agreement reflects Social Services Resources using three veterans counselors to provide these services. It is likely that the County will receive a grant from the Michigan Veterans Affairs Agency to pay 100% of the cost for a fourth veterans counselor. This addendum reflects the County using these grant funds to pay Social Services Resources an additional \$7,958.79 for this fourth veterans counselor for the period of January 1, 2023 - September 30, 2023. The addendum reflects that this increased cost for a fourth veterans counselor is contingent upon receiving the grant funding.

Financial Information:

Total Cost: \$7,958.79

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Administration:

Recommended by County Administrator:  8/11/2022 1:46:47 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 8/16/2022

AGREEMENT FOR VETERANS' SERVICES

County of Ottawa and Social Services Resources, LLC

Addendum No. 1

This addendum serves to add additional funding to the existing Agreement for Veterans' Services dated August 23, 2022 ("Agreement") in the amount of \$7,958.79 for the initial nine months of the Agreement (January 1, 2023 – September 30, 2023). These additional funds will increase the amount of the Agreement from an annual amount of \$31,835.16 to \$39,793.89. This increase in the Agreement amount shall be contingent upon receiving funding from the Michigan Veterans Affairs Agency, County Veterans Service Fund.

Payment Procedures

Social Services Resources, LLC shall be paid a unit rate to provide administration and program oversight of the veterans' services provided by the Ottawa County Department of Veterans Affairs. This unit rate shall be equivalent to the current costs incurred by Ottawa County in its Agreement with Social Services Resources, LLC.

Unit Definition

One unit equals one month of administrative service (one day each week of the month) provided to the Ottawa County Department of Veterans Affairs for the administration and oversight of the Ottawa County's veterans programs.

Monthly Unit Rate: \$884.31

COUNTY OF OTTAWA

Dated: _____

By: _____

Matthew Fenske, Chairperson
Ottawa County Board of Commissioners

Dated: _____

By: _____

Justin F. Roebuck
Ottawa County Clerk/Register

THE CONTRACTOR

Dated: 8/10/22

By: *Loem Srippe*

Its: _____

Action Request



Committee: Board of Commissioners
Meeting Date: 08/23/2022
Requesting Department: Department of Strategic Impact
Submitted By: Paul Sachs
Agenda Item: ARPA Funding Public Survey Results

Suggested Motion:

To receive for information the results of the Public Survey regarding ARPA Funding.

Summary of Request:

ARPA Committee members identified needs within their area of expertise and are assisting County officials with drafting funding options and priorities. To ensure projects funded by ARPA dollars benefit all who live and work in Ottawa County, the committee identified categories, or "buckets", of high level priorities. The survey asked the community to rank Affordable Housing; Social and Human Services; Countywide Broadband; and Business Stabilization categories plus welcomed additional ideas. The questionnaire, which was available in both English and Spanish, took about 5 to 10 minutes to complete and closed on August 1.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective: Goal 2, Objective 1: Consider initiatives that contribute to the economic health and sustainability of the County and its' residents.
Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

Administration: Recommended Not Recommended Without Recommendation
County Administrator: *John Smith*

Committee/Governing/Advisory Board Approval Date: 08/16/2022 Finance and Administration Committee



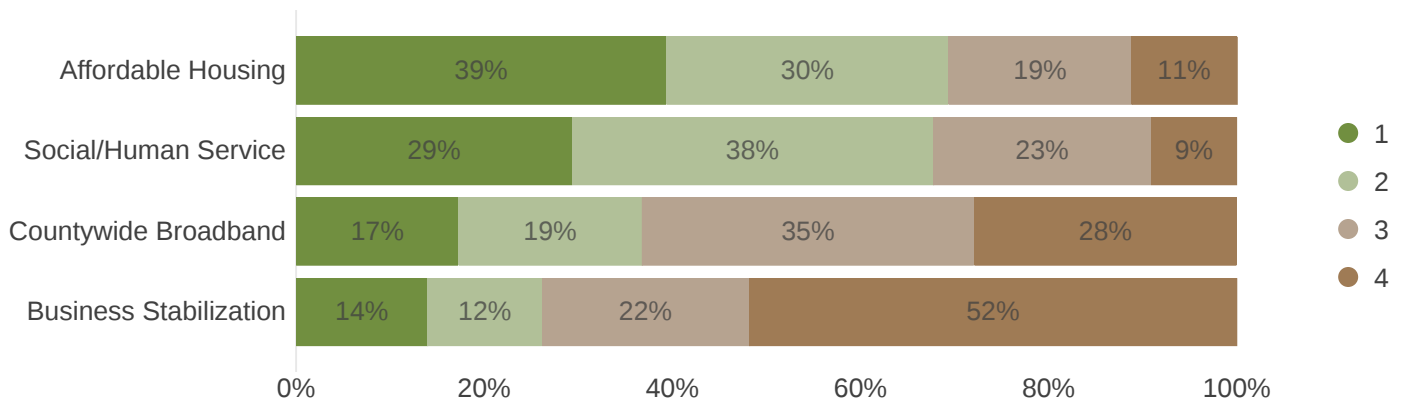
ARPA Public Input - Survey Results

The American Rescue Plan Act (ARPA), a COVID-19 relief package, was signed into law in March 2021. This Act includes billions in federal funding for state and local governments. This federal aid is intended to address economic impacts of the pandemic and ensure a strong recovery. Determined to utilize these one time federal resources wisely, Ottawa County formed the American Rescue Plan Act Committee. Appointed by the Board of Commissioners, the Committee is comprised of community members representing a cross-section of local public and private organizations. The Committee's sole purpose is to guide the Board of Commissioners on how to spend the \$57 million that the County has received from ARPA.

ARPA Committee members have identified needs within their area of expertise and are assisting County officials with drafting funding options and priorities. To ensure projects funded by ARPA dollars benefit all who live and work in Ottawa County, the Committee identified five categories, or "buckets", of high level priorities. To further inform the funding process for subsequent rounds of ARPA funding, Ottawa County opened a survey on July 1, 2022 to obtain feedback from residents and business owners. This report includes the results of that survey which was completed by **2233 respondents**.

Please rank the following funding buckets from 1 to 4, with 1 being the highest and 4 being the lowest.

1943 Responses



Please rank the following funding buckets from 1 to 4, with 1 being the highest and 4 being the lowest.

1943 Responses

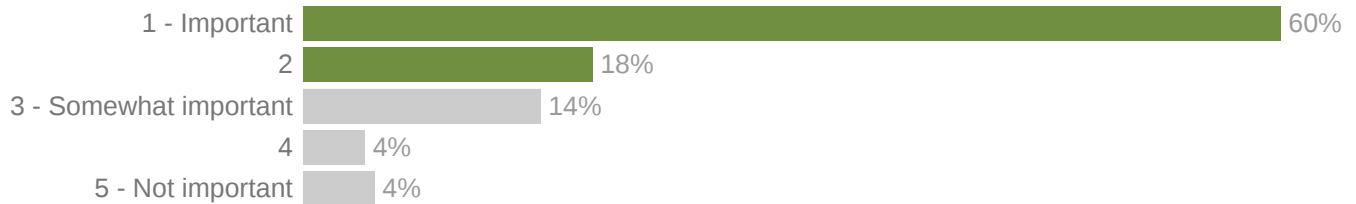
Field	Mean
Affordable Housing	2.02
Social/Human Service	2.12
Countywide Broadband	2.74
Business Stabilization	3.12

Affordable Housing bucket project subcategories

On a scale of 1 to 5, how important is it to fund projects within each subcategory?

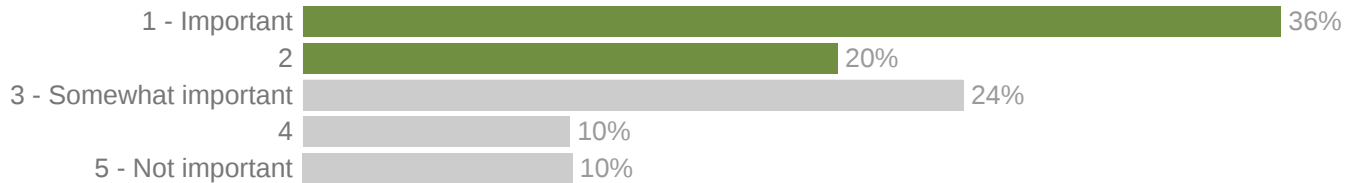
Increasing housing stock that meets the financial needs of the local workforce.

2173 Responses



Increasing housing stability by reducing residential evictions for the local workforce through private-public partnerships.

2174 Responses

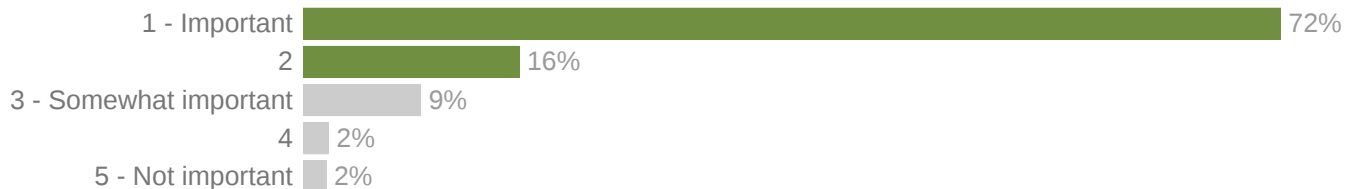


Social/Human Service bucket project subcategories

On a scale of 1 to 5, how important is it to fund projects within each subcategory?

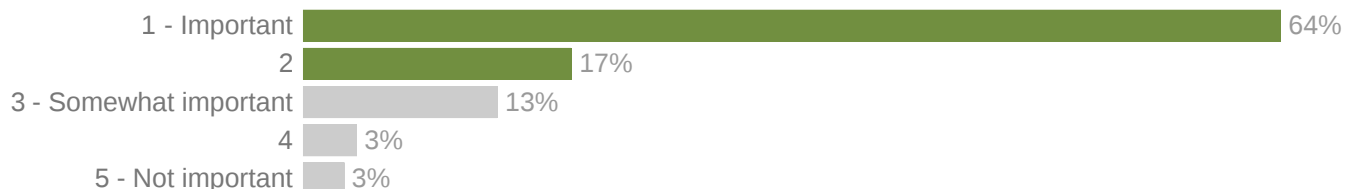
Creating pathways for all residents in need to receive mental health support.

2172 Responses



Increasing access to affordable child care.

2173 Responses

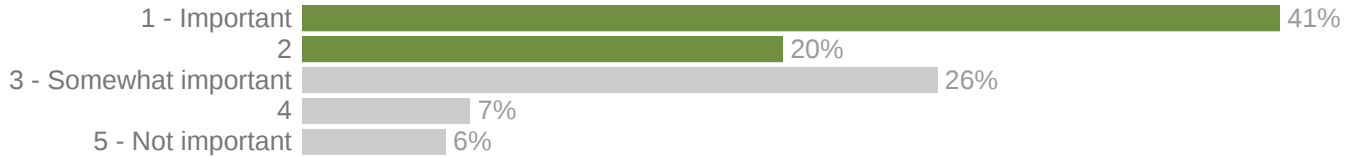


Countywide Broadband bucket project subcategories

On a scale of 1 to 5, how important is it to fund projects within each subcategory?

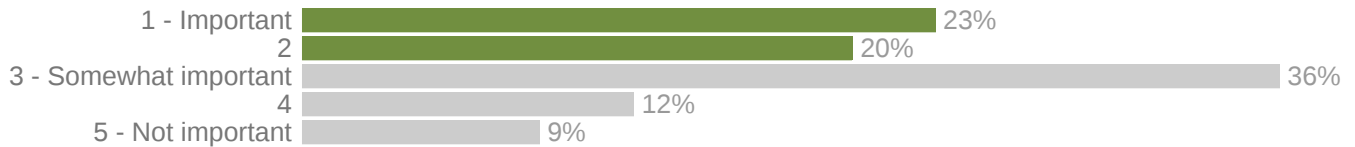
Building broadband infrastructure, in collaboration with the private-sector, to connect areas of the County lacking reliable, affordable high-speed internet.

2147 Responses



Creating digital literacy programs to help residents develop the competencies needed to participate in an expanding digital world.

2173 Responses

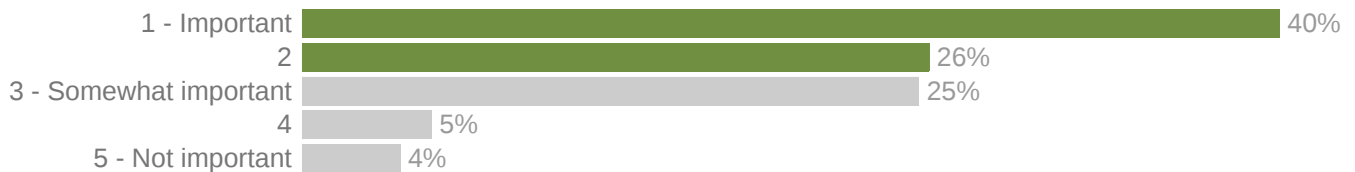


Business Stabilization bucket project subcategories

On a scale of 1 to 5, how important is it to fund projects within each subcategory?

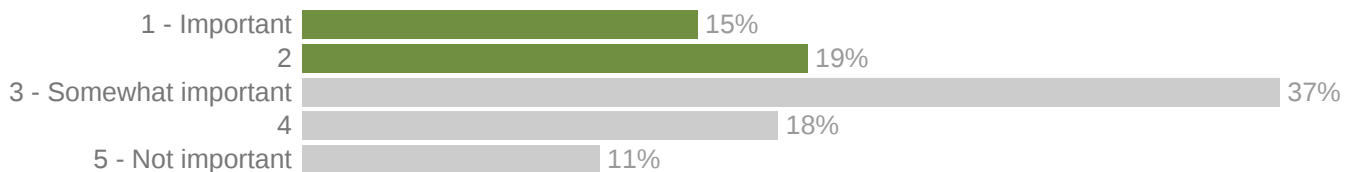
Improving access and decreasing cost to community college and workforce education opportunities for residents.

2172 Responses



Implementing automation technologies among area manufacturers challenged by workforce shortages.

2167 Responses

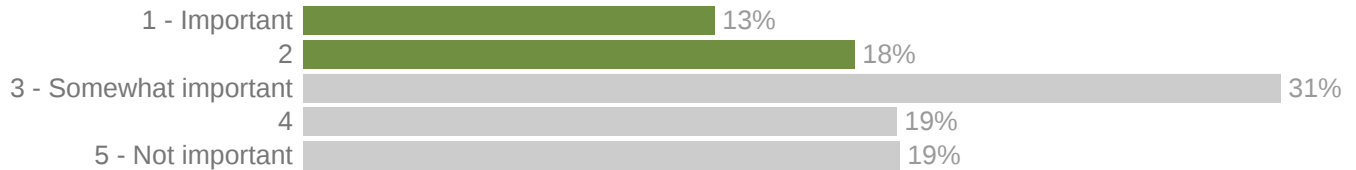


Business Stabilization bucket project subcategories (cont.)

On a scale of 1 to 5, how important is it to fund projects within each subcategory?

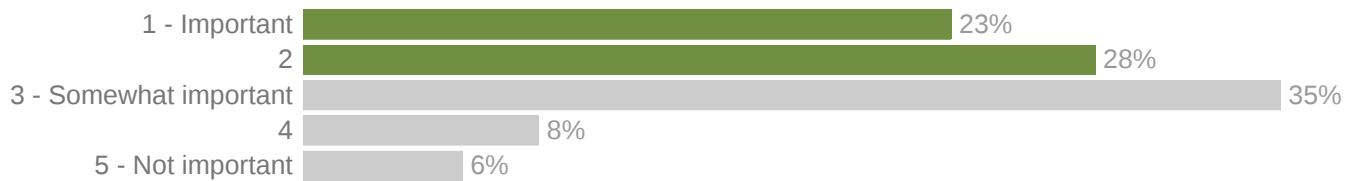
Marketing nationally our region's distinct culture, lifestyle, and economy to help increase our population and meet the growing demands of area employers.

2168 Responses



Increasing resources and technical support for economically disadvantaged small businesses.

2170 Responses



Respondent Demographics

Did you answer this survey as an Ottawa County resident or business owner?

2172 Responses



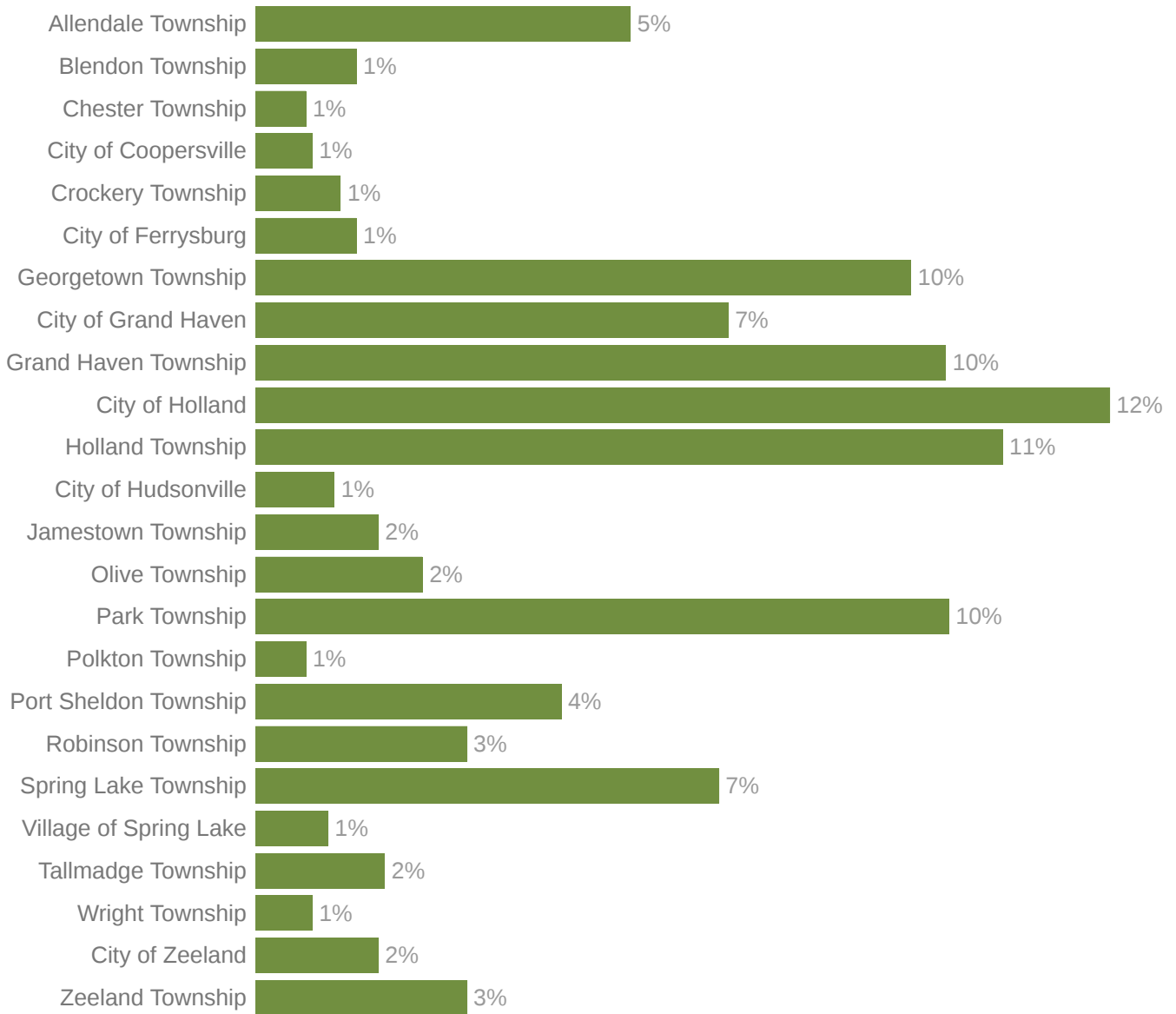
Do you own or rent your home?

2119 Responses



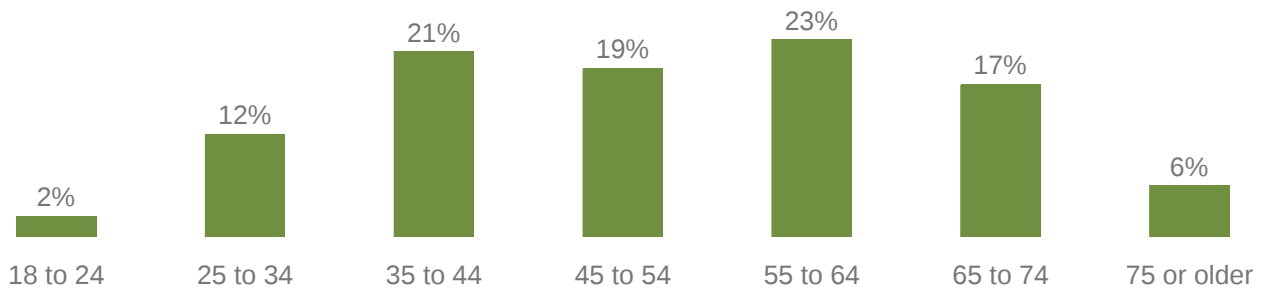
In which township or city do you live or own a business? If you answered the survey as a resident and business owner, please select one township or city.

2181 Responses



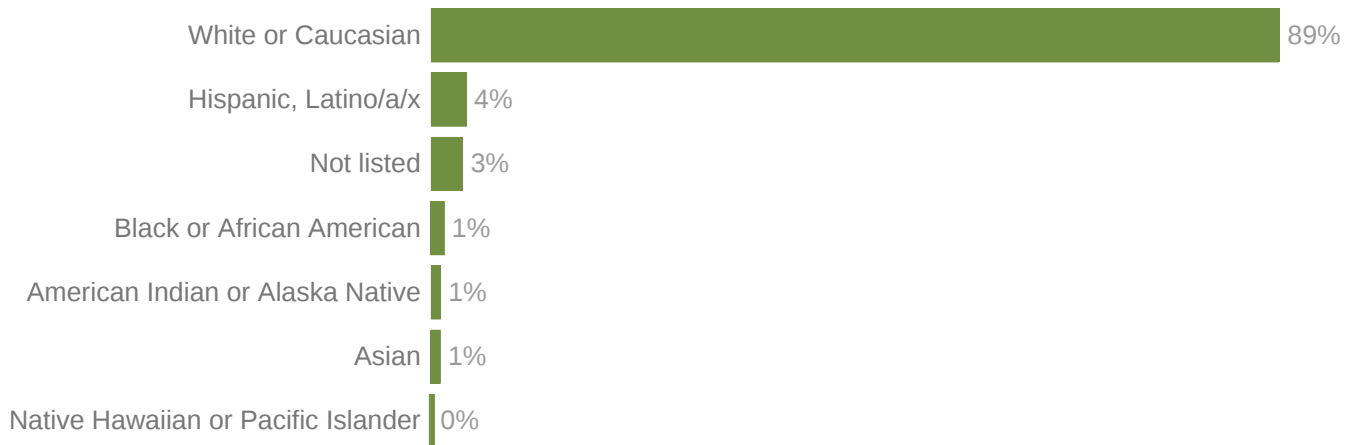
Please select your age group:

2162 Responses



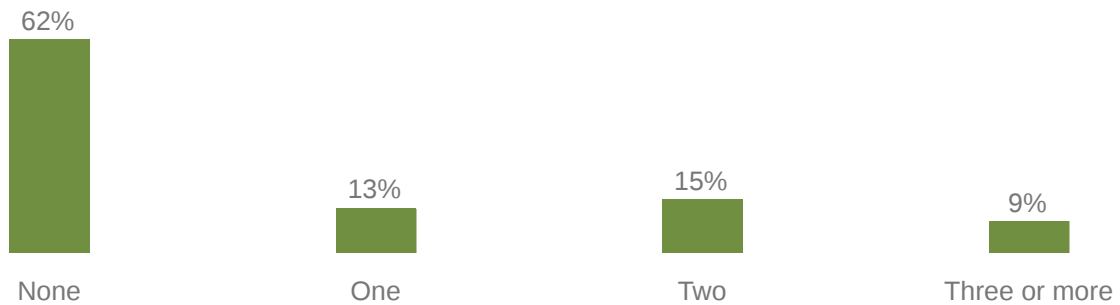
How do you describe your race/ethnicity? You may select multiple options.

2114 Responses



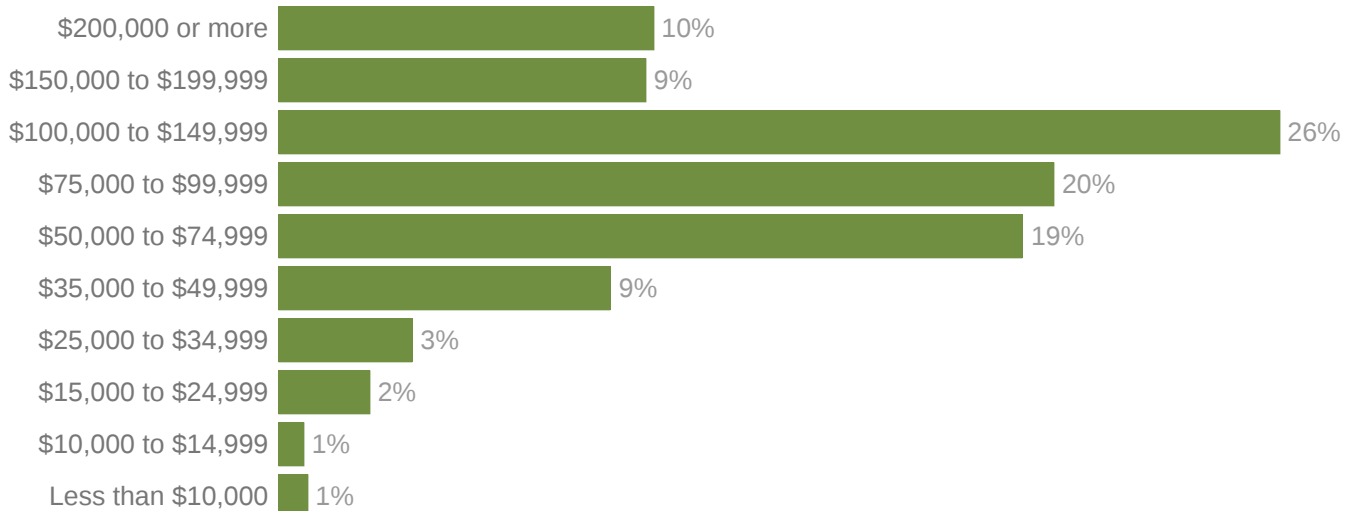
How many children under the age of 18 currently live in your home?

2166 Responses



Which category best represents your household's total income over the past year before taxes?

1994 Responses



Action Request



Committee: Board of Commissioners

Meeting Date: 08/23/2022

Requesting Department: Department of Strategic Impact

Submitted By: Paul Sachs

Agenda Item: Dwelling Place ARPA Funding Request

Suggested Motion:

To approve Dwelling Place's request for \$2 million in ARPA grant funding, contingent upon receiving a MSHDA tax credit by the April 2023 application cycle

Summary of Request:

Dwelling Place sees this as a vital opportunity for Ottawa County to leverage these precious funds towards a strategically significant affordable housing project. A \$2 million investment would yield a \$14.3 million project with 46 apartments all priced affordably for persons making at or below 80% of the Area Median Income for Ottawa County. It's location within downtown Holland also places this project in an area with numerous opportunities for economic growth and could also spur future housing projects in this area of Ottawa County. Dwelling Place has secured rezoning and site plan approval from the City of Holland, including support from the city through the use of a tax abatement called a "Payment in lieu of Taxes" or PILOT for this project. If approved for ARPA grant funding, Dwelling Place will then apply to MSHDA by October 3, 2022 to secure 9% LIHTC (low income housing tax credits) to finance the project and will also apply again in April of 2023 if not secured during the October 2022 application cycle. If not awarded State LIHTC financing, the \$2 million in County ARPA grant funding would not be necessary.

This request for funding was recommended for funding by the ARPA Taskforce at its meeting on August 11, 2022.

Financial Information:

Total Cost: \$2,000,000.00	General Fund Cost: \$2,000,000.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity


Action is Related to Strategic Plan:

Goal: Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective: Goal 2, Objective 1: Consider initiatives that contribute to the economic health and sustainability of the County and its' residents.

Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: 

Committee/Governing/Advisory Board Approval Date: 08/16/2022

Finance and Administration Committee

Q1. The American Rescue Plan Act (ARPA), a COVID-19 relief package, was signed into law in March 2021. This Act includes billions in federal funding for state and local governments. This federal aid is intended to address economic impacts of the pandemic and ensure a strong recovery. Determined to utilize these one time federal resources wisely, Ottawa County formed the American Rescue Plan Act Committee. Appointed by the Board of Commissioners, the Committee is comprised of community members representing a cross-section of local public and private organizations. The Committee's sole purpose is to guide the Board of Commissioners on how to spend the \$57 million that the County has received from ARPA.

ARPA Committee members have identified needs within their area of expertise and are assisting County officials with drafting funding options and priorities. To ensure projects funded by ARPA dollars benefit all who live and work in Ottawa County, the Committee identified five categories, or "buckets", of high level priorities.

This application is intended for county departments/courts to submit their project idea/proposal which can be categorized under the "county/courts-led initiatives" bucket. Other "bucket" ideas can be submitted as well, where appropriate, and will be shared with the respective bucket manager for further consideration. The Ottawa County Department of Strategic Impact will serve as the internal bucket manager for the "expanding broadband access" bucket. The current target date to receive project applications is September 30, 2022.

For questions, please call 616-738-4852 or email plan@miottawa.org. To learn more, please visit the [ARPA webpage](#).

Q30. **For Reference:** The County's ARPA Committee developed specific "Lenses for Evaluating Projects" as a means to guide the decision-making process for assessing and selecting projects to receive funding. Priority for funding will be placed on the projects that satisfy the following:

- The project is designed to address a known and demonstrated need.
- The project addresses a needed change in societal opportunity and/or eliminates disparities and gaps in opportunities for underserved and underrepresented populations.
- The project would not otherwise materialize without a significant infusion of County dollars.
- The opportunity for the project to sustain itself long-term after the initial infusion of dollars is legitimate.
- The long-term, transformational impact of the project, including its return on investment based on verified outcome-based results, can be quantified.

Q2. Project name:

First Hope at 10th Street

Q3. Estimated funding request (\$):

\$2,000,000

ARPA Funding Prioritization Buckets



County Initiatives

Enhancing the delivery of cost-effective, impactful public services which support the needs of residents and businesses is an ongoing priority of the County.

Countywide Broadband

High-speed internet access remains inconsistent across Ottawa County. ARPA funds can further the Comprehensive Digital Inclusion Strategy, with the ultimate goal of establishing universal access to broadband.



Affordable Housing

Working collaboratively with industry experts and local governments, will use ARPA funds to develop and deploy solutions to this ongoing critical shortage.

Social/Human Service

Ottawa County will work with local governments and area nonprofits to address social and health disparities (such as mental health, childcare/early childhood development) exacerbated by the pandemic.



Business Stabilization

With guidance from business leaders and local governments, the County will work to create programs for businesses large and small hurt by the pandemic.

Q4. Ottawa County and its [ARPA Committee](#) have identified five funding priorities to use in distributing ARPA dollars. Please select one of the five categories listed below that best describes the project.

- County/Courts-Led Initiative
- Expanding Broadband Access
- Affordable Housing
- Social/Human Services Need
- Business Stabilization Need

Q5. Please provide a brief description of the project:

A 46-unit affordable housing development conducted in partnership with Hope Church and First United Methodist Church in downtown Holland. Dwelling Place, a 501c3 non-profit developer and property manager, will apply for 9% LIHTC award on October 3rd, 2022. The project will include 11 vouchers for adults with disabilities as well as 35 residential units for households earning 40% to 60% of the county-wide area median income.

Q6. Please select one of the following options to describe the project:

The project is a...

- New initiative
- Continuation of an existing initiative
- Upgrade to an existing initiative
- Other:

Q7. Please select one of the following options to describe the funding request:

Funds will be used for...

- Funding a program
- Making a one-time purchase
- A large capital construction/installation project
- Individual distribution (e.g., resident or home)
- Other:

Q8. Are you leveraging other funds for this effort?

- Yes
- No

Q9. If yes, provide the source and amount of other funds.

Q10. Source:

9% Tax Credit Allocation & MSHDA bond financing

Q11. Amount (\$):

\$13,200,000

Q12. Briefly describe the timeline of the project.

Q13. Start date of expending funds:

Summer 2023

Q14. End date of expending funds:

Summer/Fall 2024

Q15. Please describe how this project will be sustained long-term after the expenditure of ARPA funds. If the project is not intended to be sustained long-term, please describe that rationale as well:

This investment will provide a commitment to provide affordable housing in downtown Holland for a minimum of 30-years. Dwelling Place typically holds and maintains properties for a much longer period of time. The tax credit allocation and ARPA grant, along with an approved payment in lieu of tax agreement from the City of Holland, will allow this project to be fully financially sustainable for the full 30-year time period.

Q16. If not awarded ARPA, please describe how this project will still materialize, if at all:

This project is unlikely to materialize without ARPA grant funding. The 9% LIHTC allocation process is highly competitive and without the ARPA grant funding it is unlikely that this development proposal will receive an award from MSHDA. If the project is not awarded funding from MSHDA in the fall of 2022, Dwelling Place will make a second attempt at funding in the spring of 2023. However, there are typically 10 proposals requesting funds from MSHDA for every 1 that is funded. The requested ARPA grant will make this project significantly more competitive for a state funding award.

Q17. Briefly describe the target population to be served by the project:

35 of the 46 units will serve individuals and families with incomes ranging from \$26,000/yr (40% AMI for a single adult) up to \$56,000/yr (60% AMI for a family of four). 11 of the proposed units will serve adults with disabilities who are unable to work full-time. Dozens of community members have expressed a dire need for stable, affordable housing to serve the adult children of local congregation members and community members who are aging and increasingly unable to care for their adult children with disabilities.

Q18. What is the estimated number of individuals and/or small businesses to be served by the project?

Q19. Number of individuals:

75 - 100, depending on household size in each of the 46 units

Q20. Number of small businesses:

0

Q21. Will the project address a needed change in societal opportunity and/or eliminate disparities and gaps in opportunities for underserved and underrepresented populations?

Yes

No

Q22. If yes, please explain.

Downtown Holland and the near neighborhoods have changed significantly over the last 15 years. A concerted and concentrated effort by the local community to catalyze new investment in and around downtown has made a dramatic difference for property values. However, the unintended consequence of this shift has been that the local workforce finds it increasingly difficult to find housing that they can afford near downtown Holland. Local service workers, Hope College faculty, public safety workers, and many others have been priced out of the community entirely. This project would create long-term affordable housing in a neighborhood that is rapidly changing and becoming increasingly affluent. Recent studies show that neighborhoods that allow for a mix of incomes are also the neighborhoods that best support economic opportunity and advancement for low and moderate income households.

Q23. Please describe the anticipated outcomes of the project (e.g. closing gaps in access, achieving universal levels of service, addressing critical needs):

The proposed project will create 46 new, affordable rental units in downtown Holland with direct access to the services and amenities of the downtown community and the Lake Macatawa waterfront. It will begin to close significant gaps for the local workforce that often serves the downtown community but cannot afford to live downtown. The City of Holland alone needs at least 373 additional affordable rental housing units by 2025 to keep up with community needs according to the 2021 Bowen National Research Housing Needs Assessment. Ottawa County at-large will need nearly 3,100 additional affordable rental units by 2025. The proposed project will maximally leverage state and federal resources to provide affordable housing at a price point which is very difficult to achieve.

Q24. Please provide us with your contact information.

Name:

Stephen Wooden

Organization:

Dwelling Place

Phone:

616.304.5555

Email:

swooden@dpgr.org

Q25. Type of organization:

- County
- Local unit
- Non-profit
- Private sector

Q26. If you'd like to share additional information, please include that in the space below. Supporting documentation may also be submitted using the file upload option below.

Q32. Upload supporting documentation here:

[FH10 Ottawa County Grant Request Letter 07-22-22.pdf](#)

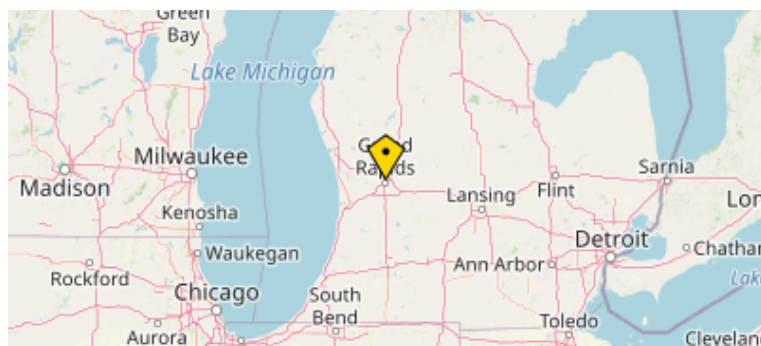
7MB
application/pdf

Q27. You may submit this application by clicking the blue arrow button below. For questions, please call 616-738-4852 or email plan@miottawa.org

Location Data

Location: [\(42.9656, -85.65\)](#)

Source: GeoIP Estimation





July 22, 2022

Paul Sachs, Director
Department of Strategic Impact
Ottawa County, Michigan
12220 Fillmore Street, Room 260
West Olive, MI 49460

RE: First Hope at 10th Apartments

Dear Mr. Sachs,

Thank you for the opportunity to offer our proposed new affordable housing project in downtown Holland, First Hope at 10th Apartments, as a potential grantee for federal funds through the American Rescue Plan. We are thrilled by the opportunity to bring some desperately needed affordable housing into Ottawa County.

Dwelling Place of Grand Rapids has spent the last three years working with Hope Church and First United Methodist Church of Holland to develop this vision. Now with approvals from both churches to sell their properties, Dwelling Place intends to submit the project for 9% Low Income Housing Tax Credits (LIHTC) in the Michigan State Housing Development Authority's (MSHDA) upcoming October 2022 funding round. The site plan was recently approved by the Holland Planning Commission and the City Council will be reviewing the rezoning and tax abatement request shortly.

The competition for 9% LIHTC is fierce. While the site has always been competitive based on the opportunity criteria valued by MSHDA, the current scoring criteria places a heavy emphasis on credit efficiency. The schedule of sources below, including the funding request for Ottawa County grant funds, reflects a plan to maximize credit efficiency by taking fewer credits than the project would be eligible.

Sources	
LIHTC Equity	\$11,742,311
Ottawa County ARPA	\$2,000,000
Deferred Developer Fee & GP Capital Contribution	\$560,074
Total	\$14,302,385

101 Sheldon Blvd. SE. Suite 2 · Grand Rapids, Michigan 49503
Ph (616) 454-0928 · Fax (616) 454-5249 · TDD: 800 649-3777 · www.dwellingplacegr.org



Uses	
Acquisition	\$916,000
Site Work & Construction Costs	\$11,109,782
Professional Fees & Other Soft Costs	\$776,603
Developer Fee	\$1,500,000
Total	\$14,302,385

Dwelling Place sees this as a vital opportunity for Ottawa County to leverage these precious funds towards a strategically significant affordable housing project. A \$2 million investment would yield a \$14.3 million project with 46 apartments all priced affordably for persons making at or below 80% of the Area Median Income for Ottawa County. It's location within downtown Holland also places this project in an area with numerous opportunities for economic growth and could also spur future LIHTC projects in this area of Ottawa County.

We are happy to provide any additional information you may require. Thank you for your consideration.

Sincerely,

Stephen Wooden
Housing & Community Development Associate
Dwelling Place of Grand Rapids NPHC

Attached:
Project Narrative
Site Plan & Renderings
Detailed Sources & Uses
Apartments Schedule



First Hope @10th Apartments Holland, Michigan Project Narrative

Background

First Hope @10th Apartments is a proposed 46-unit Low Income Housing Tax Credit (LIHTC) development located in downtown Holland, near the intersection of 10th Street and Pine Avenue. It is a two-building, scattered-site development that will build on property currently owned by Hope Church (Hope) and the First United Methodist Church of Holland (First UMC).

In early 2019, both churches approached Dwelling Place with a desire to build affordable housing on part of their property. Hope Church had a strong desire to provide housing for adults with significant disabilities and First UMC's ministry to those who are homeless propelled a common desire to build more affordable housing.

After extensive conversations with about potential site plans, funding options, continued cooperation after development, both congregations have approved to donate their property or sell it below the appraised value. Now Dwelling Place is seeking local planning approvals and tax abatements as they plan to submit the project for LIHTC in the October 1, 2022 funding round.

Housing and Site Plan

The overall site and housing plan was significantly informed by feedback from the two churches. The site owned by Hope Church ("the Hope site") is the property right at the southeast corner of 10th Street and Pine Avenue. Dwelling Place is proposing a two-story, 15-unit building with elevator access and 15 parking spaces. First United Methodist's site ("the First UMC site") includes the westernmost portions of it's existing parking lot and three single-family home it currently leases. Dwelling Place is proposing a three-story, 31-unit building with elevator access and 35 parking spaces.

In addition to applying for 9% LIHTC to finance the development of the housing, Dwelling Place will also seek 11, project-based vouchers through MSHDA's 811 program to provide income-based housing for households that are low-income, including one person households age 18-62 who are living with a disability, and that person is eligible for community-based supports funded through a Medicaid-waiver program or similar service. Such vouchers will be tied to specific apartments within the development that will be proportionately distributed to ensure residents are not physically separated from their neighbors.

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Below is the proposed site plan with a chart describing these details:



	1 Bedroom	2 Bedroom	Parking Spaces
Hope Site	14	1	15
First UMC Site	18	13	35
Total	32	14	50

Project-Based Vouchers: 11, 811 vouchers for adults with disabilities

Project Development Team

<i>Developer</i>	Dwelling Place of Grand Rapids NPHC
<i>Community Partners</i>	Hope Church & First United Methodist
<i>Property Manager</i>	Dwelling Place of Grand Rapids NPHC
<i>Project Architect</i>	DeStigter Architecture
<i>General Contractor</i>	Orion Construction
<i>Legal Counsel</i>	Orlebeke Mackraz, PC
<i>Tax Credit Consultant</i>	Colliers International

Community Engagement and Local Approvals

Dwelling Place will need to secure rezoning, site plan approval from the City of Holland. Dwelling Place also intends to seek support from the city through the use of a tax abatement called a “Payment in lieu of Taxes” or PILOT. This form of abatement allows an owner of affordable housing to make tax payments based on a percentage of rental income so long as the rents and incomes of residents remain restricted.

Dwelling Place has held four public sessions to engage with neighbors about the potential development ahead of any formal submissions to the city. The following is a list of each session, estimated attendance and topics discussed.

1. Thursday, April 21 at 5:30 PM – a small session for those living adjacent or across the street from the proposed project to discuss specific issues that affect their household. There were 3 attendees.
2. Thursday, April 28 at Noon – large session for the general public to learn more about the proposal, ask questions, and provide feedback. Estimated attendance: 55 people.
3. Thursday, April 28 at 5:30 PM – another large session for the general public to learn more about the proposal, ask questions, and provide feedback. Estimated attendance: 55 people.
4. Thursday, May 12 at 5:30 PM – another large session for the general public. The team reported on feedback received previously and gathered input on draft exterior designs.

With this feedback, the development team submitted the project for planning & PILOT approval on June 14, the following is the current schedule for local approval.

1. Planning Commission hearing to consider the rezoning and site plan – July 12
2. City Council meeting for first reading of the rezoning request – July 20
3. City Council study session to present the full development – July 27
4. City Council meeting to vote on rezoning and PILOT requests – August 3

Acquisition, Site Control & Relocation

Dwelling Place has executed option agreements with both congregations for the properties in question. Should the development secure the pre-requisite LIHTC financing, the options will be executed upon closing with a tax credit syndicator and commencing construction.

Should the project get funded, Dwelling Place will work with each household currently renting from First UMC to ensure they find new housing that fit their needs ahead of closing. Relocation efforts will be done in compliance with the Uniform Relocation Act.

Financing Plan

The anticipated total development cost of this project is \$14,302,385. Dwelling Place hopes to secure 9% LIHTC to finance the project. The equity received from tax credit syndication defrays approximately 80% of project costs. The remaining gap will be financed with variety of funding sources. These could include, but are not limited to, HOME, AHP, federal ARPA funds, philanthropic support, and deferred developer fee.

Project Schedule

The following is an anticipated project schedule if the project is successful in securing LIHTC.

Notice of LIHTC award	January 2023
Closing Process	8-10 months
Construction Commencement	Q3 2023
Construction Period	14 months
Begin Lease-up	Q4 2024



PROPOSED SITE PLAN
FIRST UNITED METHODIST CHURCH
HOPE CHURCH
NO SCALE

06/14/22 CITY COMMISSION REVIEW MARK: DATE: ISSUED FOR:	SHEET TITLE PROPOSED SITE PLAN - FIRST UNITED METHODIST CHURCH - HOPE CHURCH DRAWING NO. C-101
--	---



PINE AVE

10TH STREET

FIRST UNITED METHODIST CHURCH

TOTAL SITE: .86 ACRES, 37,461 SF
 IMPERVIOUS SURFACE: 26,225 SF, 70%

BUILDING TOTALS:
 (18) ONE BEDROOM APTS.
 (13) TWO BEDROOM APTS.
 10% B.F.

TOTAL BUILDING AREA: 34,580 SF

FIRST FLOOR:
 (4) ONE BEDROOM APTS.
 (3) TWO BEDROOM APTS.

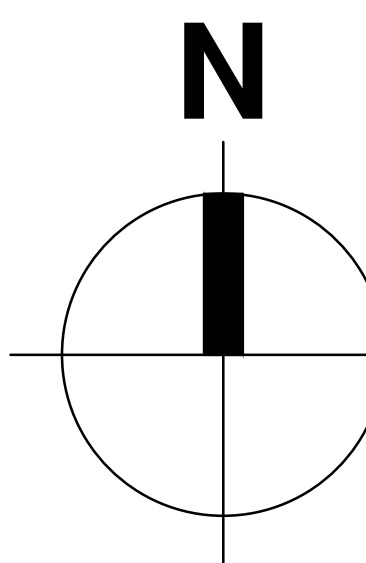
FIRST FLOOR AREA: 11,510 SF

SECOND FLOOR:
 (7) ONE BEDROOM APTS.
 (5) TWO BEDROOM APTS.

SECOND FLOOR AREA: 11,535 SF

THIRD FLOOR:
 (7) ONE BEDROOM APTS.
 (5) TWO BEDROOM APTS.

THIRD FLOOR AREA: 11,535 SF



PROPOSED SITE PLAN
 FIRST UNITED METHODIST CHURCH

0 4' 8' 16' 32'
 SCALE: 1/16" = 1'-0"

DeStigter
 Architecture



CONSULTANT:

SEAL:

FIRST HOPE @ 10TH
 APARTMENTS - 49423

DEVELOPER: DWELLING PLACE GR
 101 SHELDON BLVD SE | GRAND RAPIDS, MI 49503

06/14/22 CITY COMMISSION REVIEW
 MARK: DATE: ISSUED FOR:

SHEET TITLE
 PROPOSED
 SITE PLAN -
 FIRST UNITED
 METHODIST CHURCH

DRAWING NO.
 C-102

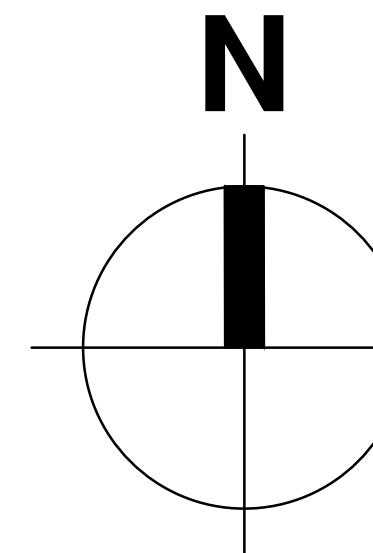


HOPE CHURCH

TOTAL SITE: .50 ACRES, 21,780 SF
 IMPERVIOUS SURFACE: 14,907 SF, 68%
 BUILDING TOTALS:
 (14) ONE BEDROOM APTS.
 (1) TWO BEDROOM APTS.
 10% B.F.
 TOTAL BUILDING AREA: 13,915 SF

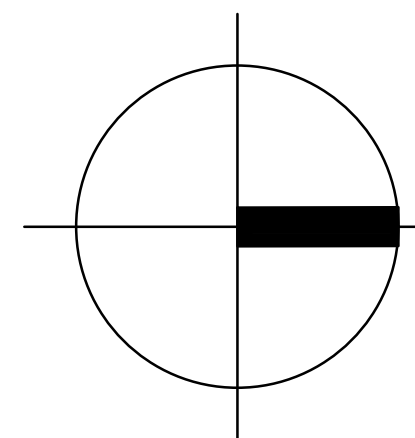
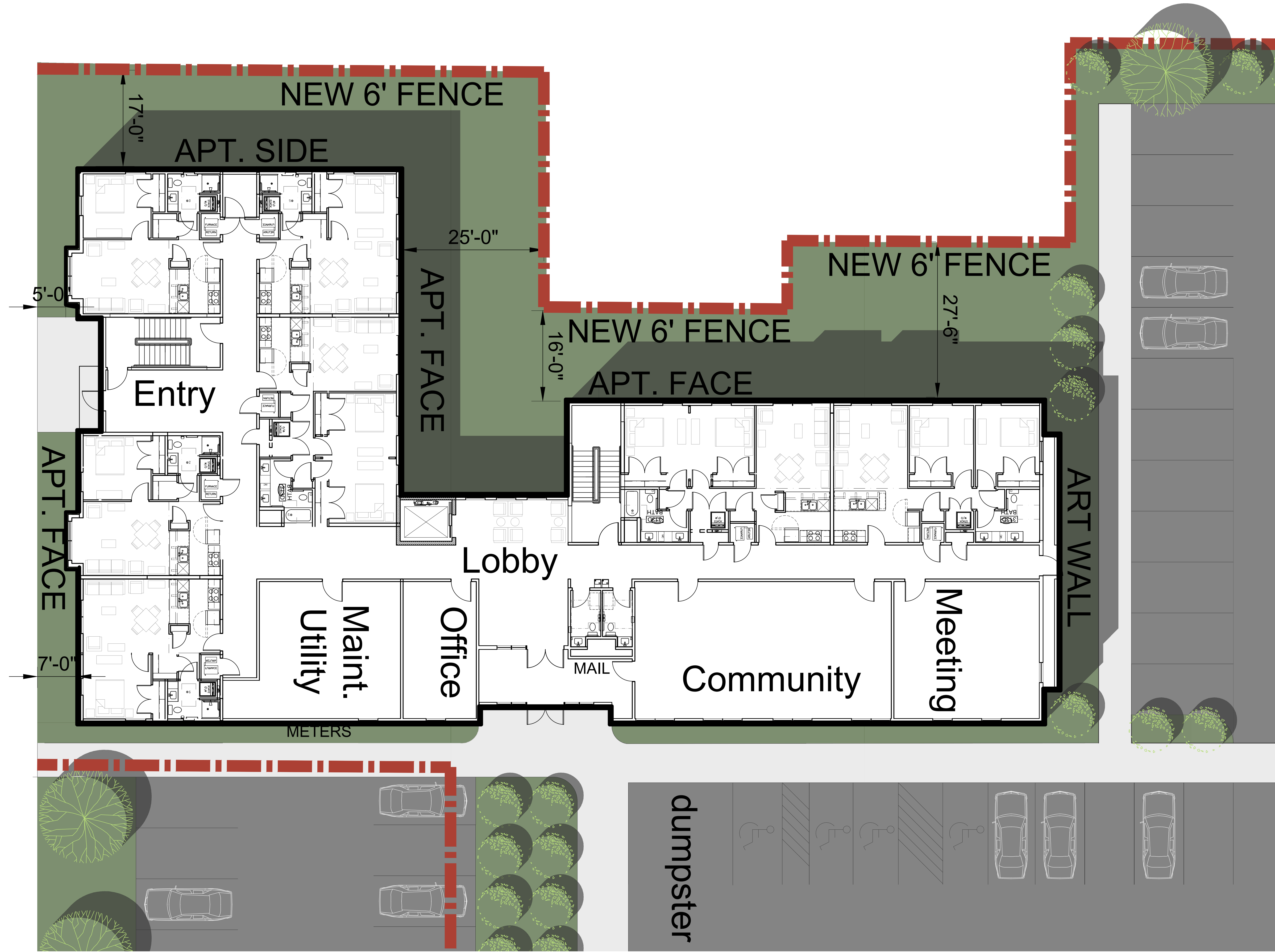
FIRST FLOOR:
 (7) ONE BEDROOM APTS.
 (8) TWO BEDROOM APTS.
 FIRST FLOOR AREA: 6,935 SF

SECOND FLOOR:
 (7) ONE BEDROOM APTS.
 (1) TWO BEDROOM APTS.
 SECOND FLOOR AREA: 6,980 SF



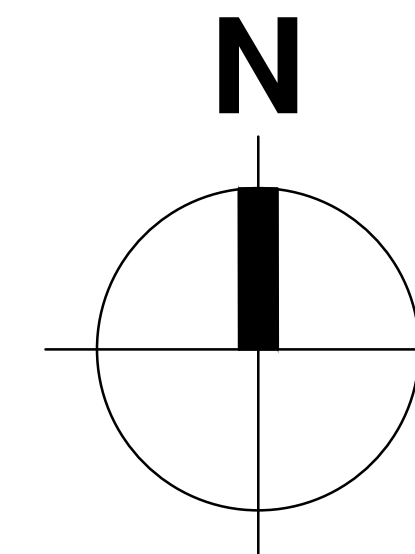
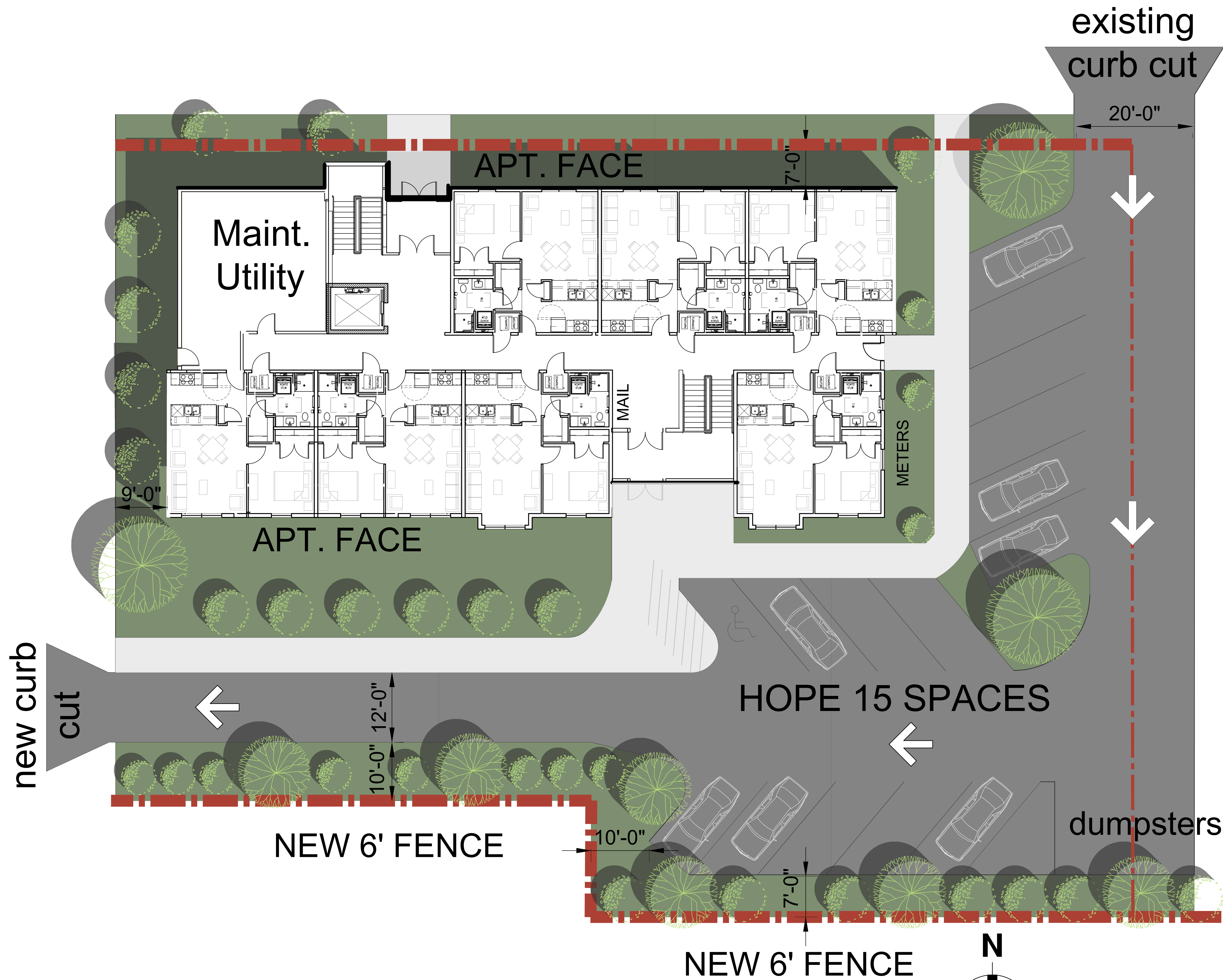
PROPOSED SITE PLAN
 HOPE CHURCH

0 4' 8' 16' 32'
 SCALE: 1/16" = 1'-0"

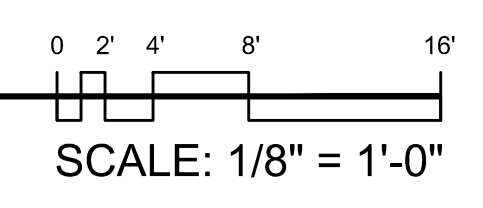


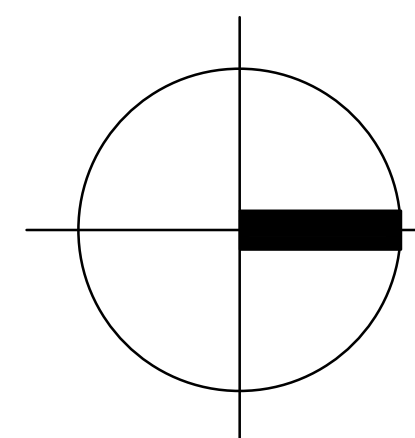
N FIRST FLOOR PLAN
 FIRST UNITED METHODIST CHURCH
 11,510 SF

0 2' 4' 8' 16'
 SCALE: 1/8" = 1'-0"

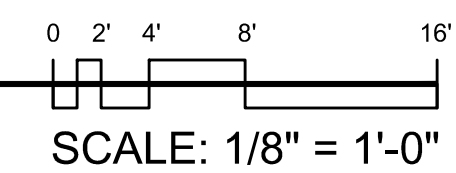


FIRST FLOOR PLAN
 HOPE CHURCH
 6,935 SF





SECOND AND THIRD FLOOR PLAN
FIRST UNITED METHODIST CHURCH
 SECOND FLOOR 11,535 SF
 THIRD FLOOR 11,535 SF

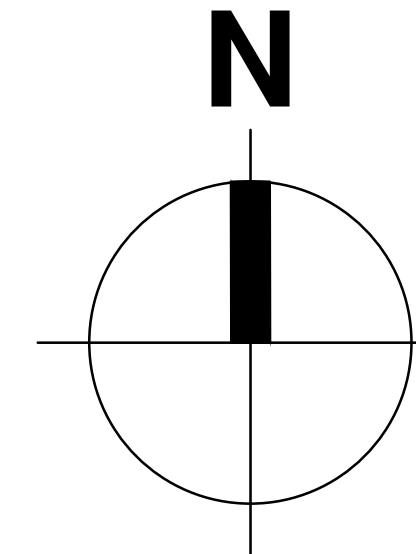


FIRST HOPE @ 10TH APARTMENTS - 49423 <small>DEVELOPER: DWELLING PLACE CR 101 SHELDON BLVD SE GRAND RAPIDS, MI 49503</small>	
06/14/22	CITY COMMISSION REVIEW
MARK: DATE:	ISSUED FOR:
SHEET TITLE	
SECOND AND THIRD FLOOR PLAN - FIRST UNITED METHODIST CHURCH	
DRAWING NO.	
A-102-A	

CONSULTANT:
 SEAL:



DeStigter Architecture
11 GOODRICH AVE | GRAND RAPIDS, MI 49503 | (616) 458-9500 | INFO@DESTIGTERARCHITECTURE.COM



SECOND FLOOR PLAN
HOPE CHURCH
 6,980 SF

0 2' 4' 8' 16'
 SCALE: 1/8" = 1'-0"

FIRST HOPE @ 10TH APARTMENTS - 49423	
DEVELOPER: DWELLING PLACE GR 101 SHELDON BLVD SE GRAND RAPIDS, MI 49503	
06/14/22	CITY COMMISSION REVIEW
MARK: DATE:	ISSUED FOR:
SHEET TITLE	
SECOND FLOOR PLAN - HOPE CHURCH	
DRAWING NO.	
A-102-B	

CONSULTANT:
 SEAL:

DeStigter Architecture
 11 GOODRICH AVE | GRAND RAPIDS | MI 49503 | PH: 616.455.5500 | INFO@DESTIGTERARCHITECTURE.COM

CONSULTANT:

SEAL:



BOX WINDOW
METAL FASCIA AND SOFFIT
PAINTED CEMENT BOARD OR COMPOSITE SIDING

LIMESTONE CAPPED SEAT
ALUMINUM STOREFRONT

SIMULATED LIMESTONE SILL
BRICK TO MATCH CHURCHES
SIMULATED LIMESTONE BANDS

SOUTH ELEVATION
FIRST UNITED METHODIST CAMPUS

0 2' 4' 8'
SCALE: 1/4" = 1'-0"

FIRST HOPE @ 10TH APARTMENTS - 49423	
DEVELOPER: DWELLING PLACE GR 101 SHELDON BLVD SE GRAND RAPIDS, MI 49503	
06/14/22	CITY COMMISSION REVIEW
MARK:	DATE: ISSUED FOR:
SHEET TITLE	
DRAWING NO.	
A-200	



NORTH ELEVATION
HOPE CHURCH CAMPUS

0 2' 4' 8'
SCALE: 1/4" = 1'-0"



CONSULTANT:

SEAL:

**FIRST HOPE @ 10TH
APARTMENTS - 49423**

DEVELOPER: DWELLING PLACE GR
101 SHELDON BLVD SE | GRAND RAPIDS, MI 49503

06/14/22 CITY COMMISSION REVIEW
MARK: DATE: ISSUED FOR:

SHEET TITLE

DRAWING NO.

A-202



MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
 Low-Income Housing Tax Credit Application
 2022-2023 Qualified Allocation Plan

SECTION M. SOURCES

1. Construction Sources:

Source Name	Amount	Type	Rate	Term	Amort	D/S	Notes
Total	\$0					\$0	

2. Permanent Sources (↓ ENTER SPECIFIC NAME OF ALL FUNDING SOURCES UNDER "SOURCE NAME"):

Source Name	Amount	Type	Rate	Term	Amort	D/S	MIP	Notes
GP Capital Contribution	\$100	Other						
Sponsor Loan (Ottawa ARPA)	\$2,000,000	Other	5.00%	30	30			
LIHTC Equity	\$11,742,311							
Federal Historic Tax Credit Equity								
Deferred Developer Fee	\$559,974							
Total	\$14,302,385					\$0		

3. Additional Comments:

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Low-Income Housing Tax Credit Application

2022-2023 Qualified Allocation Plan



SECTION N. PROJECT COSTS

Will temporary tenant relocation costs be included in the project?*	
Will the project include garages or carports, which are available at an additional cost to tenants?***	
Will the project include laundry facilities that are not leased, which will be available at an additional cost to tenants?***	
Will the project include a pool, which is available at an additional cost to tenants?***	
*If yes, a certification from an attorney or CPA will be required at Placed-In-Service to include costs in basis.	
***If yes, costs cannot be included in eligible basis	

	TDC	TDC/Unit	Acquisition	Rehab/ New Const
LAND				
Land Purchase	\$ 900,000	\$ 19,565		
Closing/Title & Recording	\$ 16,000	\$ 348		
Real Estate Expenses		\$ -		
Other Land Related Expenses		\$ -		
Other: (Describe)		\$ -		
SUBTOTAL	\$ 916,000	\$ 19,913		
BUILDING ACQUISITION				
Existing Structures		\$ -	\$ -	
Demolition (Exterior)		\$ -		
Other: (Describe)		\$ -	\$ -	\$ -
SUBTOTAL	\$ -	\$ -	\$ -	\$ -
SITE WORK				
On Site	\$ 877,541	\$ 19,077		\$ 877,541
Off Site Improvement		\$ -		\$ -
Other: (Describe)	\$ 101,096	\$ 2,198		\$ 101,096
SUBTOTAL	\$ 978,637	\$ 21,275		\$ 978,637
CONSTRUCTION COSTS				
New Structures	\$ 7,959,989	\$ 173,043		\$ 7,959,989
Rehabilitation		\$ -		\$ -
Garages/Carports		\$ -		\$ -
Laundry Facilities		\$ -		\$ -
Accessory Building		\$ -		\$ -
Pool		\$ -		\$ -
Site Security	\$ 17,000	\$ 370		\$ 17,000
Building Permits	\$ 49,364	\$ 1,073		\$ 49,364
Bond Premium	\$ 163,799	\$ 3,561		\$ 163,799
Tap Fees/Soil Borings	\$ 13,500	\$ 293		\$ 13,500
Contractor Cost Certification	\$ 10,000	\$ 217		\$ 10,000
General Requirements	\$ 531,272	\$ 11,549		\$ 531,272
Builder Overhead	\$ 187,716	\$ 4,081		\$ 187,716
Builder Profit	\$ 574,411	\$ 12,487		\$ 574,411
Construction Contingency	\$ 535,194	\$ 11,635		\$ 535,194
Other: (Describe)		\$ -		\$ -
SUBTOTAL	\$ 10,042,245	\$ 218,310	\$ -	\$ 10,042,245
PROFESSIONAL FEES				
Design Architect	\$ 471,856	\$ 10,258		\$ 471,856
Supervisor Architect		\$ -		\$ -
Real Estate Attorney	\$ 75,000	\$ 1,630		\$ 75,000
Engineer/Survey	\$ 5,000	\$ 109		\$ 5,000
Other: (Describe)	\$ 3,000	\$ 65		\$ 3,000
SUBTOTAL	\$ 554,856	\$ 12,062		\$ 554,856

	TDC	TDC/Unit	Acquisition	Rehab/ New Const
INTERIM CONSTRUCTION COSTS				
Hazard Insurance	\$ 7,500	\$ 163		\$ 7,500
Liability Insurance	\$ 7,500	\$ 163		\$ 7,500
Interest	\$ 55,000	\$ 1,196		\$ 55,000
Loan Origination Fee	\$ 4,400	\$ 96		\$ 4,400
Loan Enhancement		\$ -		\$ -
Title & Recording	\$ 8,000	\$ 174		\$ 8,000
Legal Fees		\$ -		\$ -
Taxes	\$ 6,500	\$ 141		\$ 6,500
Other: (Describe)		\$ -		\$ -
SUBTOTAL	\$ 88,900	\$ 1,933		\$ 88,900
PERMANENT FINANCING				
Bond Premium		\$ -		
Credit Report		\$ -		
Loan Origination Fee		\$ -		
Loan Credit Enhancement		\$ -		
Title & Recording		\$ -		
Legal Fees		\$ -		
Taxes		\$ -		
Other: (Describe)		\$ -		
SUBTOTAL	\$ -	\$ -		
OTHER COSTS				
Feasibility Study		\$ -		\$ -
Market Study	\$ 6,500	\$ 141		\$ 6,500
Environmental Study	\$ 12,000	\$ 261		\$ 12,000
Tax Credit Reservation Fee	\$ 77,027	\$ 1,675		
Tax Credit Application Fee	\$ 2,070	\$ 45		
Compliance Fees	\$ 21,850	\$ 475		
Marketing/Rent-up	\$ 7,000	\$ 152		
Owner Cost Certification	\$ 15,000	\$ 326		\$ 15,000
Other: (Describe)		\$ -		\$ -
Other: (Describe)		\$ -		\$ -
SUBTOTAL	\$ 141,447	\$ 3,075		\$ 33,500
SYNDICATION COSTS				
Organizational	\$ 55,000	\$ 1,196		
Tax Opinion		\$ -		
PV Adjustment		\$ -		
Other: (Describe)		\$ -		
Other: (Describe)		\$ -		
SUBTOTAL	\$ 55,000	\$ 1,196		
DEVELOPER FEES				
Developer Overhead		\$ -		\$ -
Developer Fee	\$ 1,500,000	\$ 32,609		\$ 1,500,000
Consultant Fee		\$ -		\$ -
SUBTOTAL	\$ 1,500,000	\$ 32,609	\$ -	\$ 1,500,000
PROJECT RESERVES				
Rent Up Reserves	\$ 13,800	\$ 300		
Operating Reserves	\$ 11,500	\$ 250		
Replacement Reserves		\$ -		
Other: (Describe)		\$ -		
SUBTOTAL	\$ 25,300	\$ 550		
TOTAL	\$ 14,302,385	\$ 310,921	\$ -	\$ 13,198,138

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Low-Income Housing Tax Credit Application

2022-2023 Qualified Allocation Plan



SECTION J. RENTAL INCOME AND RENTAL ASSISTANCE

I. Distribution of Rents

Complete the following chart: (Include and Identify Market Rate and Employee Occupied Units)

No. of Units	Unit Type	Income Restriction	No. of Bedrooms	Rental Assistance	Unit Square Footage	Monthly Rent	Utility Allowance	Gross Rent	Gross Rent Limit	AMI %	Gross Rent Compliance Check
11	Apartment	LIHTC	1		750	\$599	\$107	\$706	\$706	40%	OK
11	Apartment	LIHTC	1		750	\$952	\$107	\$1,059	\$1,059	60%	OK
9	Apartment	LIHTC	1	Sec. 811*	750	\$952	\$107	\$1,059	\$1,059	60%	N/A
6	Apartment	LIHTC	2		900	\$713	\$133	\$846	\$846	40%	OK
7	Apartment	LIHTC	2		900	\$1,137	\$133	\$1,270	\$1,270	60%	OK
2	Apartment	LIHTC	2	Other	900	\$1,137	\$133	\$1,270	\$1,270	60%	N/A

**Please Note: Section 811 vouchers are limited to 60% AMI rents*

Total Units	Unit Square Footage	LIHTC Units	Market Units	Employee Units	Average AMI
46	36,750	46	0	0	52.61%

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Low-Income Housing Tax Credit Application

2022-2023 Qualified Allocation Plan



SECTION L. EXPENSES AND REPLACEMENT RESERVES

	Expenses	Per Unit	Audited	Per Unit	Comments
I. Management					
Management Fee	25,852	562		0	
Premium Management Fee	3,956	86		0	
Other		0		0	
Subtotal	\$29,808	\$648	\$0	\$0	
II. Administrative					
Marketing	10	0		0	
Payroll	72,243	1,571		0	
Office	16,499	359		0	
Telephone	5,300	115		0	
Auditing	10,560	230		0	
Cable TV	1,415	31		0	
		0		0	
Subtotal	\$106,027	\$2,305	\$0	\$0	
III. Utilities					
Project-paid Fuel	5,342	116		0	
Common Electricity	24,808	539		0	
Water & Sewer	25,210	548		0	
		0		0	
		0		0	
Subtotal	\$55,360	\$1,203	\$0	\$0	
IV. Operating & Maintenance					
Payroll & Benefits	31,021	674		0	
Repairs & Maintenance	37,014	805		0	
Supplies	14,051	305		0	
Snow Removal	10,008	218		0	
Extermination	2,206	48		0	
Trash Removal	9,905	215		0	
Groundskeeping	8,921	194		0	
Other		0		0	
Subtotal	\$113,126	\$2,459	\$0	\$0	

V. Taxes & Insurance

Real Estate Taxes/ Market Rate		0		0	
PILOT Rate: 4.00%	15,511	337		0	
Insurance	30,049	653		0	
Municipal Services Agmt	10,000	217		0	
Other		0		0	
Subtotal	\$55,560	\$1,208	\$0	\$0	

VI. Miscellaneous

Other		0		0	
Other		0		0	
Other		0		0	
Other		0		0	
Other		0		0	
Subtotal	\$0	\$0	\$0	\$0	

Total \$359,881 \$7,824 \$0 \$0

MSHDA Underwriting Verification	
Per Unit Operating Expenses:	\$7,824
Minimum Regional Standard:	\$5,136
Difference:	\$2,688
Percent Difference:	52.33%

Replacement Reserve Verification	
Enter Annual Replacement Res.:	\$13,800
Select Construction Type:	New Constr. - Family
Minimum Standard Per Unit:	\$300

If projected operating expenses or replacement reserves deviate from MSHDA standards or are significantly different than information shown in the project's latest financial audit, provide an explanation below.

GRANT AGREEMENT

THIS AGREEMENT is made between Ottawa County, a State of Michigan political subdivision (hereinafter “County”), and _____ (hereinafter “Grant Recipient”).

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (hereinafter “ARPA”);

WHEREAS, the County is going to receive a total of approximately \$57 million in ARPA funds to reimburse the County for lost revenues attributable to the COVID 19 pandemic;

WHEREAS, the County has decided to release some of resulting lost-revenue savings through grants to worthy projects that benefit the Community;

WHEREAS, the Recipient is a Michigan [describe type of entity, including for profit or nonprofit] entity, and has submitted a written request to the County for \$ _____ in grant funds to finance the following project: [describe grant project] _____;

WHEREAS, during their regular public meeting on _____, 2022, the Board of County Commissioners (hereinafter “Board”) approved the aforementioned request from the Recipient subject to the terms and conditions of this Grant Agreement (hereinafter “Agreement”); and

WHEREAS, the County and the Grant Recipient desire to enter into this Agreement:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2024, unless terminated earlier by the County in writing.

2. GRANT FUNDS TO BE DISSEMINATED TO RECIPIENT

The total award of grant funds to be disseminated by the County to the Recipient, as part of this Agreement shall not exceed \$ _____.

3. LIMITATIONS REGARDING THE USE OF GRANT FUNDS

The Recipient shall ensure that all expenditures utilizing Grant Funds received in accordance with this Agreement shall be limited to only those eligible services and activities described in Exhibit A, and the Recipient also agrees to achieve the metrics set forth in Exhibit B. In addition to and without limiting the above, the Recipient shall ensure that all expenditures utilizing Grant Funds are expended in accordance with its application for such funds and all supporting materials which are incorporated by reference herein as Exhibit C.

4. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH THIS AGREEMENT

In order to ensure compliance with the standards and metrics set forth in Exhibits A and B, the Recipient, when requesting reimbursement for eligible Grant Funds, shall provide to the County's Fiscal Services Department, a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any backup documentation to support such expenditures. The invoice must include a statement, signed by the Recipient, indicating that all expenditures therein comport with the guidelines of Exhibit A and exclusively to advance the metrics contained in Exhibit B and are consistent with the representations contained in Exhibit C and as provided in Paragraph 3 above. Reimbursement requests shall be submitted to the County no more than once per month. No reimbursement requests may be submitted to the County after the following date: _____, at least without amendment to this Agreement.

5. DISSEMINATION OF GRANT FUNDS TO RECIPIENT

The dissemination of Grant Funds shall only occur after the County reviews the Recipient's reimbursement request to ensure that all expenditures detailed therein appear to qualify for reimbursement in accordance with Exhibits A, B and C. Upon receipt of the Recipient's reimbursement request as described above, the County shall disseminate Grant Funds for eligible expenditures therein within twenty (20) days of receipt of said reimbursement request, unless the Fiscal Services Department extends this date because it needs more time to verify eligibility of invoiced items.

6. EVOLUTION OF GRANT FUND GUIDANCE FROM THE COUNTY

The County may request additional information from the Recipient, as needed, to meet any additional guidelines that it makes to Exhibit A, during the term of this Agreement, the right to make such unilateral changes being expressly reserved by the County.

7. TERMINATION

Without the need for prior notification, the County may terminate this Agreement immediately at its will upon written notice to the Recipient that the County considers the Recipient to be in breach of this Agreement, after giving the Recipient thirty (30) days to cure. The County may or may not require the Recipient to return Grant Funds paid, in its sole discretion. In the event of a termination and/or demand for repayment, the Recipient covenants that it will not sue the County or any of its officers or agents regarding the termination of this Agreement nor for any loss or damages resulting from the termination of this Agreement.

8. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Recipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.

9. HOLD HARMLESS AND INDEMNIFICATION

The Recipient agrees to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, taxes or fees, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Recipient, its officers, directors, employees, and/or agents relating to the Recipient’s performance or failure to perform under this Agreement and/or its receipt of funds hereunder. This section shall survive the expiration or termination of this Agreement.

10. COMPLIANCE WITH LAWS AND GUIDELINES

In spending the Grant Funds and operating the funded project, the Recipient shall comply with all federal, state, and local laws.

11. MAINTENANCE AND AUDIT OF RECORDS

The Recipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees. If it is determined during the course of the audit that the Recipient was reimbursed for unallowable costs under this Agreement or any statute, rule, or regulation regarding the expenditure of such funds, the Recipient agrees to promptly reimburse the County for such payments upon request.

12. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Recipient: [Position and address]

County: Fiscal Services Director, 12220 Fillmore Street, West Olive, MI 49460

13. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

14. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest as defined in MCL §15.321 *et. seq.*

15. TIME

Time is of the essence in this Agreement.

16. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

17. MERGER AND AMENDMENT

This Agreement constitutes the entire agreement between the County and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement. No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties and signature in a like document.

18. GOVERNING LAW

The Agreement shall be governed in all respects by the laws of the State of Michigan, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Ottawa County, Michigan pursuant to MCL §600.1615.

19. NON-WAIVER

No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.

20. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. ASSIGNMENT

The Recipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.

22. NO THIRD-PARTY BENEFICIARIES AND NON-WAIVER

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This Agreement cannot be enforced by a third party, nor shall it be construed as a waiver of the County's governmental immunity.

23. CIVIL RIGHTS COMPLIANCE

With respect to the project funded herein and expenditure of Grant Funds, Recipient promises that it shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department’s implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department’s implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

24. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

25. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. TAXES

The Recipient shall be solely responsible for any and all local, state, or federal taxes and/or fees associated within this distribution of funds and the County shall not undertake any withholdings for such purposes.

27. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below: Dated this _____ day of _____, 2022.

RECIPIENT

OTTAWA COUNTY, MICHIGAN

By: _____
_____, Its: _____

By: _____
Matt Fenske, Chairperson
Ottawa County Board of Commissioners

By: _____
Justin F. Roebuck, County Clerk

Action Request



Committee: Board of Commissioners

Meeting Date: 08/23/2022

Requesting Department: Department of Strategic Impact

Submitted By: Paul Sachs

Agenda Item: Samaritas ARPA Funding Request

Suggested Motion:

To approve Samaritas's request for \$1.5 million in ARPA grant funding, contingent upon receiving a MSHDA tax credit by the April 2023 application cycle

Summary of Request:

Samaritas Affordable Living of Spring Lake, owned by Samaritas Affordable Living Spring Lake Limited Dividend Housing Association Limited Partnership, is a proposed new construction building of 43 one-bedroom and 10 two-bedroom affordable housing units serving families, couples and seniors in Spring Lake, Michigan. The site will accommodate housing units with rents available at affordable rates for income earners at 30%, 40%, 50%, 60% and 70% of the Area Median Income for Ottawa County. In addition, some units will be available up to 80% AMI through an approved income averaging approach. Additionally, of the 53 units, 8 will have project-based vouchers from the Muskegon Housing Commission focused on those with special needs or disabilities. Samaritas has secured the necessary support from the Village of Spring Lake for this project. Samaritas is requesting a \$1.5 million investment by Ottawa County to help close their funding gap in order to meet rising costs and score competitively with efficient use of State tax credits. As Ottawa County competes against projects across the state for LIHTC (low income housing tax credits), this support leverages significant tax credit equity into needed housing options for those who want to live in Ottawa County. If approved for ARPA grant funding, Samaritas will then apply to MSHDA by October 3, 2022 to secure 9% LIHTC to finance the project and will also apply again in April of 2023 if not secured during the October 2022 application cycle. If not awarded State LIHTC financing, the \$1.5 million in County ARPA grant funding would not be necessary.

This request for funding was recommended for funding by the ARPA Taskforce at its meeting on August 11, 2022.

Financial Information:

Total Cost: \$1,500,000.00	General Fund Cost: \$1,500,000.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective: Goal 2, Objective 1: Consider initiatives that contribute to the economic health and sustainability of the County and its' residents.

Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: *John Smith*

Committee/Governing Board Approval Date: 08/16/2022

Finance and Administration Committee

Q1. The American Rescue Plan Act (ARPA), a COVID-19 relief package, was signed into law in March 2021. This Act includes billions in federal funding for state and local governments. This federal aid is intended to address economic impacts of the pandemic and ensure a strong recovery. Determined to utilize these one time federal resources wisely, Ottawa County formed the American Rescue Plan Act Committee. Appointed by the Board of Commissioners, the Committee is comprised of community members representing a cross-section of local public and private organizations. The Committee's sole purpose is to guide the Board of Commissioners on how to spend the \$57 million that the County has received from ARPA.

ARPA Committee members have identified needs within their area of expertise and are assisting County officials with drafting funding options and priorities. To ensure projects funded by ARPA dollars benefit all who live and work in Ottawa County, the Committee identified five categories, or "buckets", of high level priorities.

This application is intended for county departments/courts to submit their project idea/proposal which can be categorized under the "county/courts-led initiatives" bucket. Other "bucket" ideas can be submitted as well, where appropriate, and will be shared with the respective bucket manager for further consideration. The Ottawa County Department of Strategic Impact will serve as the internal bucket manager for the "expanding broadband access" bucket. The current target date to receive project applications is September 30, 2022.

For questions, please call 616-738-4852 or email plan@miottawa.org. To learn more, please visit the [ARPA webpage](#).

Q30. **For Reference:** The County's ARPA Committee developed specific "Lenses for Evaluating Projects" as a means to guide the decision-making process for assessing and selecting projects to receive funding. Priority for funding will be placed on the projects that satisfy the following:

- The project is designed to address a known and demonstrated need.
- The project addresses a needed change in societal opportunity and/or eliminates disparities and gaps in opportunities for underserved and underrepresented populations.
- The project would not otherwise materialize without a significant infusion of County dollars.
- The opportunity for the project to sustain itself long-term after the initial infusion of dollars is legitimate.
- The long-term, transformational impact of the project, including its return on investment based on verified outcome-based results, can be quantified.

Q2. Project name:

Samaritas Affordable Living of Spring Lake

Q3. Estimated funding request (\$):

1,500,000

ARPA Funding Prioritization Buckets



County Initiatives

Enhancing the delivery of cost-effective, impactful public services which support the needs of residents and businesses is an ongoing priority of the County.

Countywide Broadband

High-speed internet access remains inconsistent across Ottawa County. ARPA funds can further the Comprehensive Digital Inclusion Strategy, with the ultimate goal of establishing universal access to broadband.



Affordable Housing

Working collaboratively with industry experts and local governments, will use ARPA funds to develop and deploy solutions to this ongoing critical shortage.

Social/Human Service

Ottawa County will work with local governments and area nonprofits to address social and health disparities (such as mental health, childcare/early childhood development) exacerbated by the pandemic.



Business Stabilization

With guidance from business leaders and local governments, the County will work to create programs for businesses large and small hurt by the pandemic.

Q4. Ottawa County and its [ARPA Committee](#) have identified five funding priorities to use in distributing ARPA dollars. Please select one of the five categories listed below that best describes the project.

- County/Courts-Led Initiative
- Expanding Broadband Access
- Affordable Housing
- Social/Human Services Need
- Business Stabilization Need

Q5. Please provide a brief description of the project:

Samaritas Affordable Living of Spring Lake, owned by Samaritas Affordable Living Spring Lake Limited Dividend Housing Association Limited Partnership, is a proposed new construction building of 43 one-bedroom and 10 two-bedroom affordable housing units serving families, couples and seniors in Spring Lake, Michigan. The site will accommodate one four-story building of 53 total units. Of the 53 units, 8 will have project-based vouchers from the Muskegon Housing Commission focused on those with special needs or disabilities. An additional 8 units will be focused on income qualified members of one of Michigan's indigenous tribes the Little River Band of Ottawa Indians. Rents will set by MSHDA standards at a range of 30%-80% AMI for Ottawa County. The beautiful wooded site is connected to a park and gazebo next door. An existing single family home will be renovated and included on the property as a caretaker unit. The building will provide new housing built to environmentally green standards with modern amenities. Safety features include new tubs in barrier-free units with showers and new fire protection devices in all kitchens. Exteriors/site work will include extensive landscaping, new asphalt parking lots and new concrete walks. Building new affordable housing requires significant up front investment. But once created, the project will meet the needs of vulnerable people for 45 years. In order to be built, this project needs a competitive tax credit allocation from the state. A grant from Ottawa County boosts the project's likelihood of receiving tax credit financing in a time of increased costs and stiff competition for a limited pool of tax credits across the state where every community needs more housing.

Q6. Please select one of the following options to describe the project:

The project is a...

- New initiative
- Continuation of an existing initiative
- Upgrade to an existing initiative
- Other:

Q7. Please select one of the following options to describe the funding request:

Funds will be used for...

- Funding a program
- Making a one-time purchase
- A large capital construction/installation project
- Individual distribution (e.g., resident or home)
- Other:

Q8. Are you leveraging other funds for this effort?

- Yes
- No

Q9. If yes, provide the source and amount of other funds.

Q10. Source:

Low Income Housing Tax Credit Equity, Bank Loan, Deferred Developer Fee

Q11. Amount (\$):

13,663,885

Q12. Briefly describe the timeline of the project.

Q13. Start date of expending funds:

09/01/2023

Q14. End date of expending funds:

12/31/2024

Q15. Please describe how this project will be sustained long-term after the expenditure of ARPA funds. If the project is not intended to be sustained long-term, please describe that rationale as well:

This project has an initial 15 year operating proforma but is created as such to provide affordable housing for a minimum of 45 years. Please see supplemental supporting material.

Q16. If not awarded ARPA, please describe how this project will still materialize, if at all:

Affordable Housing projects need every advantage when competing for Low Income Housing Tax Credit (LIHTC). As LIHTC is the backbone used to create approximately 90% of our nation's affordable housing if the project doesn't receive LIHTC it will not materialize. The Michigan State Housing Development Authority (MSHDA) awards LIHTC to projects that score the highest against their allocation plan. Ottawa County and Spring Lake in particular start at a deficit in scoring of proposed LIHTC proposals due to lower density compared to other locations across Michigan. The ARPA grant makes the project score higher as it makes the project a more efficient use of LIHTC and thus boosts its score and likelihood of being awarded the LIHTC resource. Without this competitive advantage, the chances of the project being selected by MSHDA go down. If you want to build new affordable housing, you need to win at being selected for LIHTC.

Q17. Briefly describe the target population to be served by the project:

The project will serve families, couples, and seniors making a range of 30% to 80% of Ottawa County's AMI. 8 of the 53 units will be reserved for those with special needs or disabilities. Another 8 of the units will be targeted towards members or descendants of members of the Little River Band of Ottawa Indians whose service area includes Ottawa County. We also plan to market the property to seniors as we have a number of organizations that want to add supportive services for these special populations. All of these populations have been and remain vulnerable due to Covid-19 impacts on health, safety, and housing stability.

Q18. What is the estimated number of individuals and/or small businesses to be served by the project?

Q19. Number of individuals:

53-106 individuals

Q20. Number of small businesses:

3-5 service contracts

Q21. Will the project address a needed change in societal opportunity and/or eliminate disparities and gaps in opportunities for underserved and underrepresented populations?

Yes

No

Q22. If yes, please explain.

There is a lack of supply of housing and a lack of affordability within existing housing, especially for those with special needs or disabilities. This capital investment creates a housing resource for these populations for 45 years.

Q23. Please describe the anticipated outcomes of the project (e.g. closing gaps in access, achieving universal levels of service, addressing critical needs):

By building new affordable housing you impact the vulnerable population by creating: Housing safety, stability, and affordability Improved health outcomes by protecting residents from rent overburden (more money for food and medicine) Increased mental health outcomes through community connections and additional services from community partners Additional assistance for employment, transportation, medical needs

Q24. Please provide us with your contact information.

Name:	Joel Lautenbach
Organization:	Samaritas
Phone:	616-916-0575
Email:	jlaut@samaritas.org

Q25. Type of organization:

- County
- Local unit
- Non-profit
- Private sector

Q26. If you'd like to share additional information, please include that in the space below. Supporting documentation may also be submitted using the file upload option below.

We have the support of the Village of Spring Lake Council. Both the Village and the Township have approved and recorded a PILOT ordinance for the property. The seller of the property, Spring Lake Presbyterian Church, has the intent of selling the property to us to develop affordable housing and looks forward to sharing its park space next door with residents. Please reference the supporting documentation for further details.

Q32. Upload supporting documentation here:

[Samaritas Affordable Living of Spring Lake Project July 2022.pdf](#)

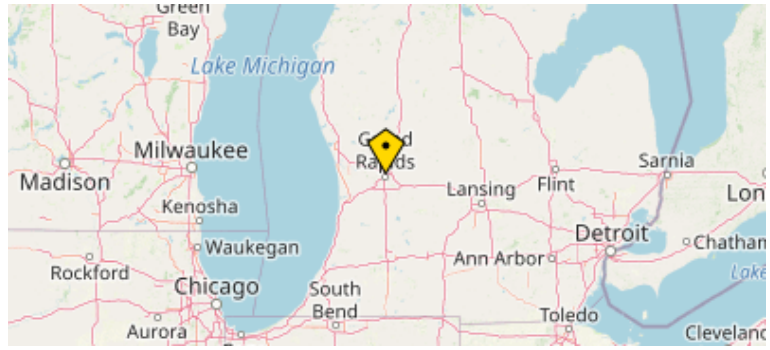
10.6MB
application/pdf

Q27. You may submit this application by clicking the blue arrow button below. For questions, please call 616-738-4852 or email plan@miottawa.org

Location Data

Location: ([42.9656, -85.65](#)).

Source: GeolIP Estimation





July 11, 2022

Paul Sachs
Director
Department of Strategic Impact
12220 Fillmore Street, Room 260
West Olive, MI 49460

RE: Affordable Housing in Spring Lake

Dear Paul,

Thank you for your interest in our proposed new affordable housing project Samaritas Affordable Living of Spring Lake (“Spring Lake”), located at 736 E Savidge Street in Spring Lake, MI. Samaritas, along with partners Pinnacle Construction and Chesapeake Community Advisors, intends to resubmit a 9% Low Income Housing Tax Credit (“9% LIHTC”) application for Spring Lake in MSHDA’s upcoming October 2022 LIHTC funding round to create some new and exciting affordable housing options for residents in and around the Spring Lake community.

As part of the competitive 9% LIHTC application, we are required to provide commitments for all financial funding sources included therein. As you are likely well aware, the construction pricing for many goods and materials has been on a sharp continued rise over the last eighteen months and the interest rate markets for new financing options have and continue to rise dramatically since the beginning of the year.

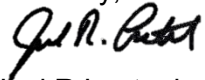
With these ever-changing markets both moving opposite to our desired direction our proposed new financing plan and available resources to develop the proposed Spring Lake project have tightened, making it more difficult to finance this new project and keep its application competitive in order to receive a reservation of 9% LIHTCs from the next available competitive MSHDA application cycle. Below are the current tentative summaries of the project sources and uses that continue to evolve and change in this challenging environment to build and create new affordable housing options.

Sources of Funds	
Bank loan	2,194,352
LIHTC Equity	11,091,391
County Grant Funds	1,500,000
Deferred Developer Fee	378,142
Total	15,163,885
Uses of Funds	
Acquisition	510,000
Hard Construction Costs	11,309,002
Professional Fees	1,861,000
Tax Credit Fees	170,435
Financing Costs	1,055,483
Reserves	257,965
Total	15,163,885

We are reaching out to seek any available interest and investment Ottawa County may be able to help provide in an effort to help make this new proposed project a future reality. Our model includes a grant from the county of \$1,500,000. This investment closes our funding gap in order to meet rising costs and score competitively with efficient use of tax credits. As Ottawa County competes against projects across the state, your support leverages significant tax credit equity into needed housing options for those who love Ottawa county and call it home.

We would be pleased to discuss this project with you in detail.

Sincerely,

A handwritten signature in black ink, appearing to read "Joel R. Lautenbach". The signature is written in a cursive style with a prominent initial "J".

Joel R Lautenbach
Executive Director of Affordable Living Development

Samaritas Affordable Living of Spring Lake

Project Narrative

Overview/Ownership

Samaritas and Chesapeake Community Advisors have come together to acquire and create new affordable housing on a site in Spring Lake, Michigan at 732, 736, 750 East Savidge Street, to be known as Samaritas Affordable Living of Spring Lake. Samaritas is a leader in social service and affordable housing programming for the state of Michigan and employs nearly 2,000 people around the state. Chesapeake Community Advisors is an industry-leading affordable housing developer. The project will help create much needed new affordable housing in and around Spring Lake and nearby communities. These two organizations complement each other's strengths very well with the services and expertise each bring to affordable housing to help provide an impactful, well-developed and sustainable affordable housing project that has large local support.

Project Description/Unit Mix

Samaritas Affordable Living of Spring Lake, owned by Samaritas Affordable Living Spring Lake Limited Dividend Housing Association Limited Partnership, is a proposed new construction building of 43 one-bedroom and 10 two-bedroom affordable housing units serving families, couples and seniors in Spring Lake, Michigan. The site will accommodate one four-story building of 53 total units. Of the 53 units, 8 will have project-based vouchers from the Muskegon Housing Commission focused on those with special needs or disabilities. The beautiful wooded site is connected to a park and gazebo next door. An existing single family home will be renovated and included on the property as a caretaker unit. The building will provide new housing built to environmentally green standards with modern amenities. Safety features include new tubs in the barrier-free units with showers and new fire protection devices in all kitchens. Exteriors/site work will include extensive landscaping, new asphalt parking lots and new concrete walks.

The property is located at 732, 736, 750 East Savidge Street, Spring Lake, Michigan in Ottawa County. The project is within the service zone of Harbor Transit System, a municipal on-demand transportation service. The project sponsor, Samaritas, will, through a subsidiary, serve as managing general partner of the ownership entity. Samaritas brings decades of experience in providing housing to the population served in these units. Samaritas has identified Chesapeake Community Advisors, Inc. as their development consultant and CCA Developer Two, LLC, a subsidiary of Chesapeake Community Advisors, Inc., as co-developer. In addition, Pinnacle Construction Group will provide development related services. The city of Spring Lake strongly supports the redevelopment of this site. Spring Lake is a bustling town with a constant influx of new businesses and amenities to meet the demands of its seasonal boating community and tourists.

Tenants Served

Samaritas Affordable Living of Spring Lake is designed to provide 53 affordable rental housing units with rents available at affordable rates for income earners at 30%, 40%, 50%, 60% and 70% of the Area Median Income for Ottawa County. In addition, some units will be available up to 80% AMI through an approved income averaging approach.

Job Creation Estimate

This project will create 1.5 FTE of permanent jobs and 3 FTE of temporary jobs. Permanent job creation includes 1 FTE property management staff and 1 PTE maintenance staff. Temporary job creation includes 1 FTE project manager, 1 FTE superintendent, and 1 FTE project engineer. These numbers do not estimate the number of indirect jobs created for subcontractors, material suppliers, et cetera, nor do they estimate the number of induced jobs created in the community due to increase economic activity.

Planned Development Team Members

Samaritas - Developer, Non-Profit Sponsor and Management Agent

Samaritas Affordable Living Spring Lake GP LLC - Managing General Partner

Hope Development Solutions, LLC - Limited Partner

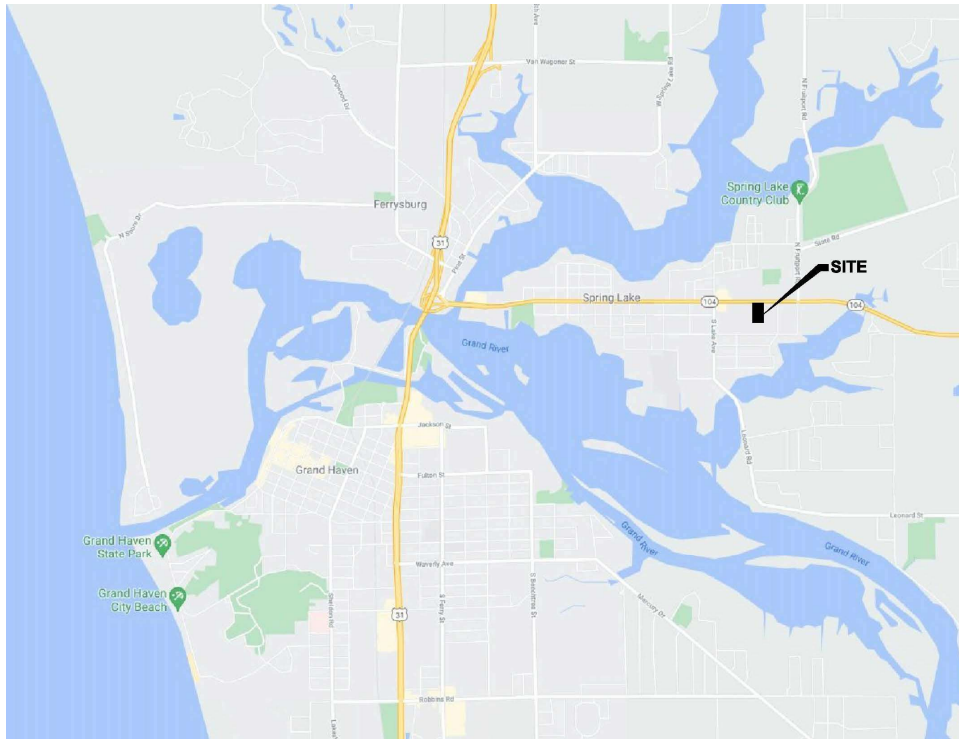
Chesapeake Community Advisors, Inc. - Development Consultant

CCA-Lutheran, LLC – Minority General Partner

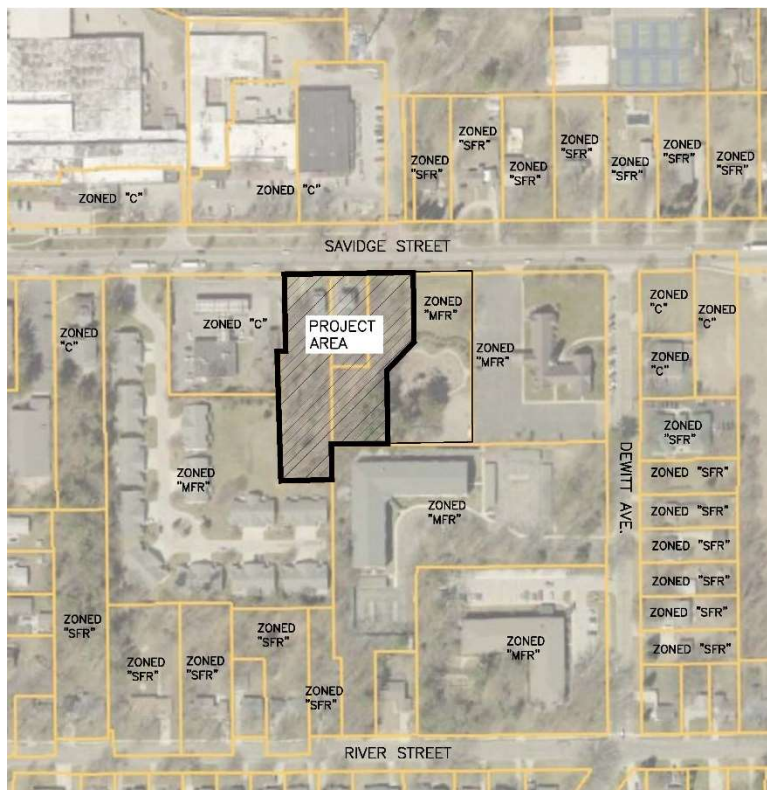
Pinnacle Construction Group, Inc. - General Contractor and Architect

KMG Prestige - Co-Management Agent

The location of the site is shown on the map below:



The map below shows the location with the proposed site area overlaid:





PROJECT NAME

**SAMARITAS
SPRING LAKE
PRESBYTERIAN**

Enter address here



ARCHITECT AND GENERAL CONTRACTOR

PINNACLE CONSTRUCTION GROUP
1000 FRONT AVE.
GRAND RAPIDS, MI 49504
616-451-0500

PROJECT TEAM

BRENT BOWEN
JAMES LEWIS
ARMANDO MARTINEZ

PROJECT NUMBER

##-###

CONSULTANTS

CIVIL
JEFF BRINKS
VENTURE ENGINEERING, PLLC
616-490-0329

LICENSING STAMP

NO.	DESCRIPTION	DATE
1	PLAN COMMISSION SUBMISSION	01/05/2022
2	PLAN COMMISSION SUBMISSION	02/22/2022

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SHEET NAME

RENDERING 2

SHEET NUMBER

A0-02



PROJECT NAME

**SAMARITAS
SPRING LAKE
PRESBYTERIAN**

Enter address here



ARCHITECT AND GENERAL CONTRACTOR

PINNACLE CONSTRUCTION GROUP
1000 FRONT AVE.
GRAND RAPIDS, MI 49504
616-451-0500

PROJECT TEAM

BRENT BOWEN
JAMES LEWIS
ARMANDO MARTINEZ

PROJECT NUMBER

##-###

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616-490-0329

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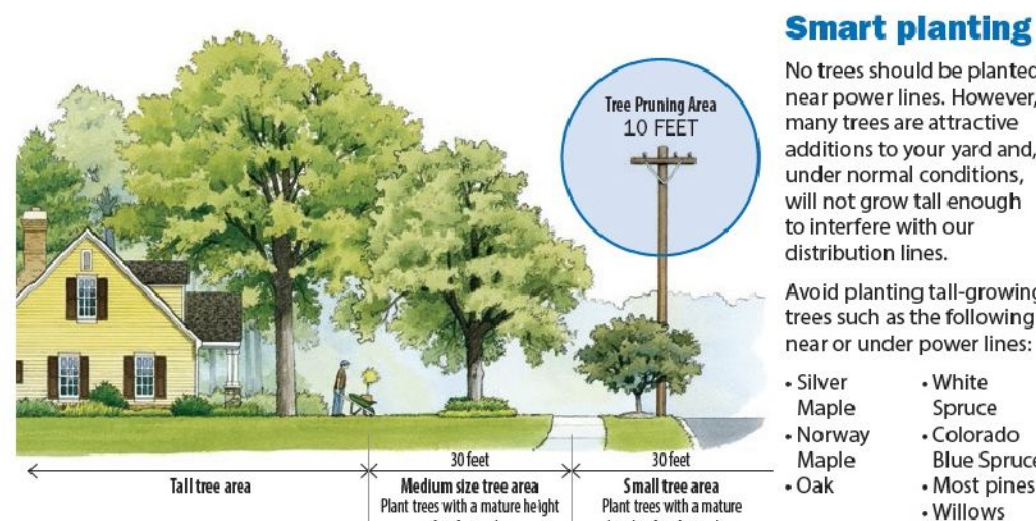
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SHEET NAME

RENDERING 1

SHEET NUMBER

A0-01

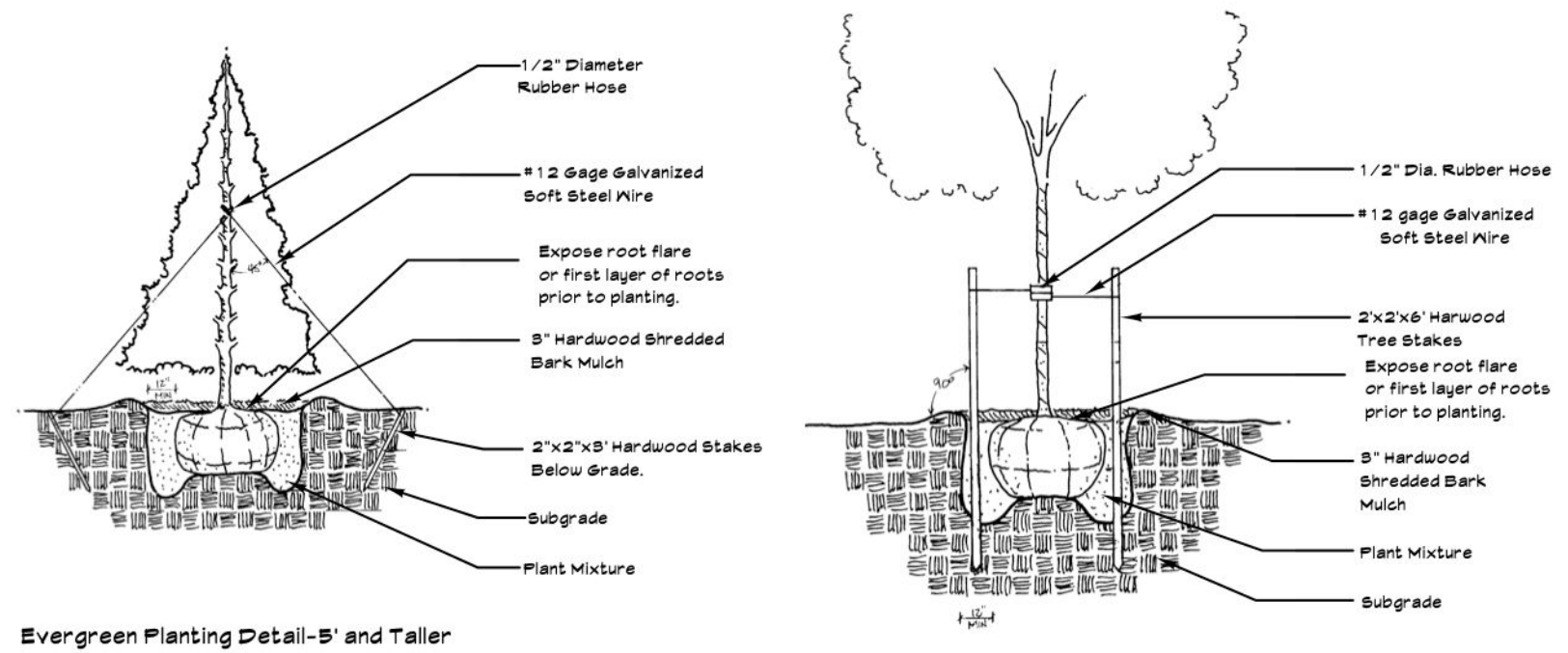
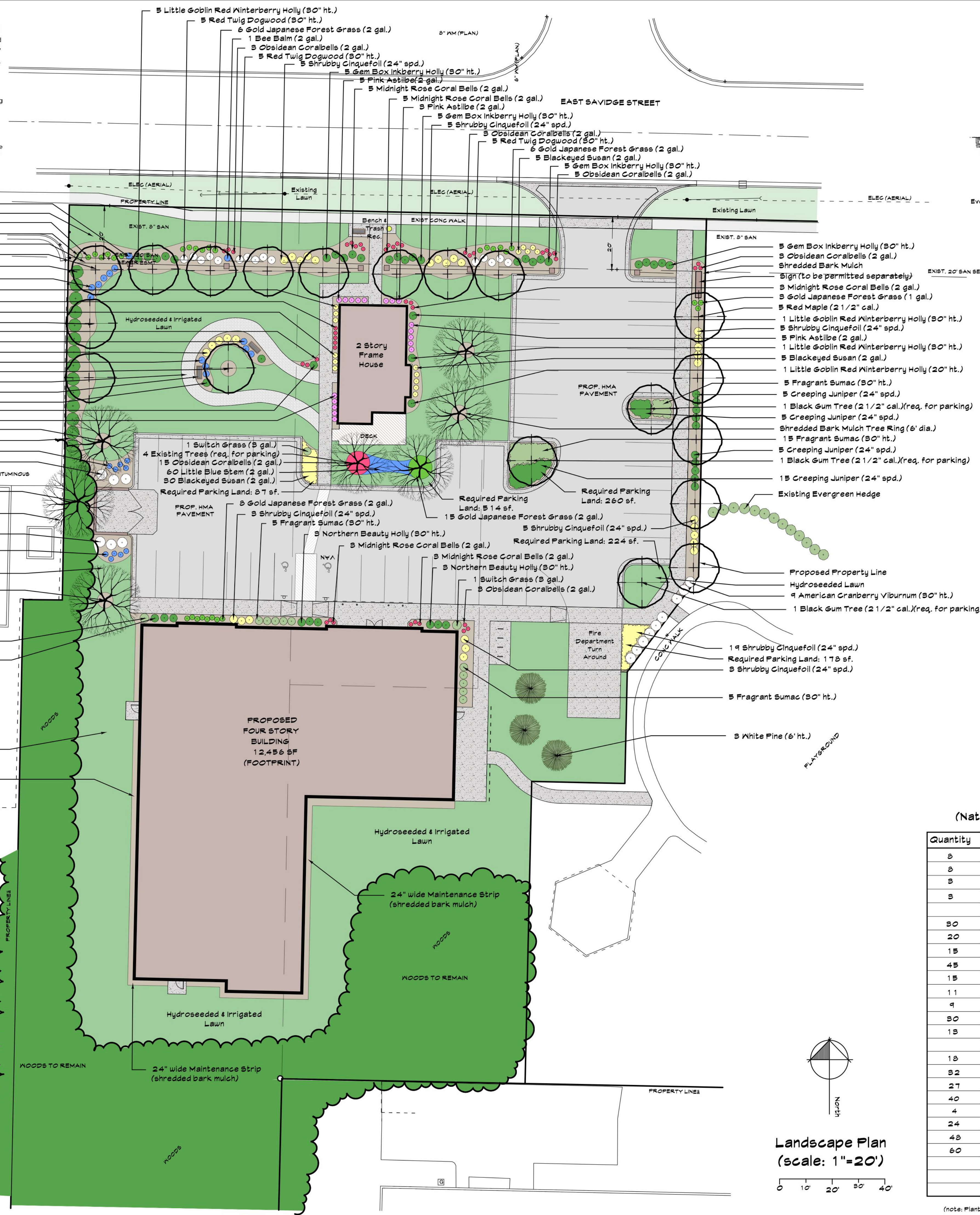


Smart planting

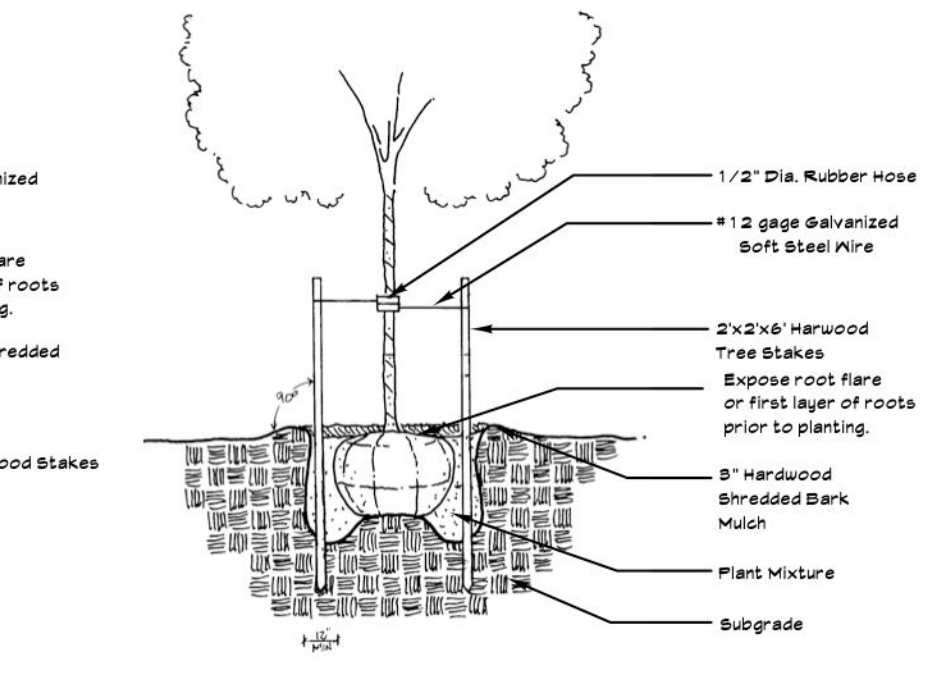
No trees should be planted near power lines. However, many trees are attractive additions to your yard and, under normal conditions, will not grow tall enough to interfere with our distribution lines.

Avoid planting tall-growing trees such as the following near or under power lines:

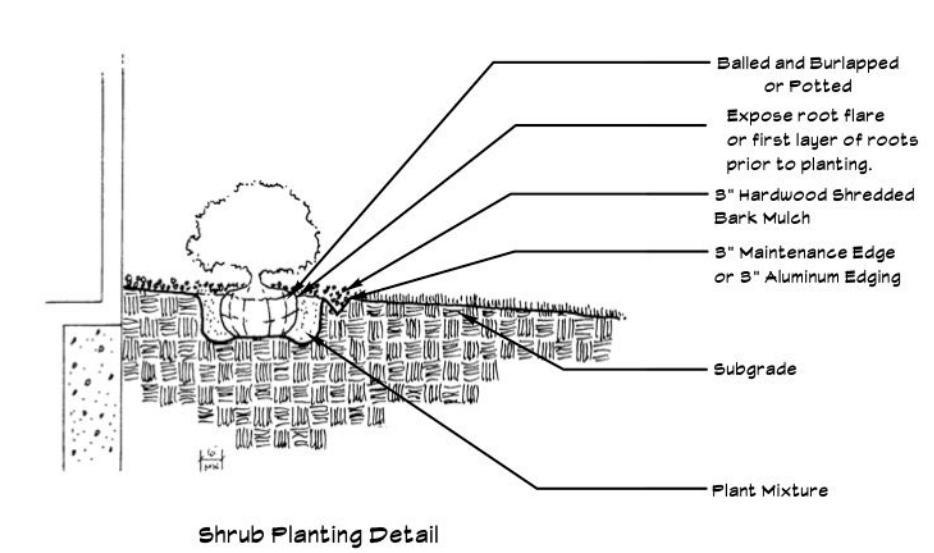
- Silver Maple
- White Spruce
- Norway Maple
- Colorado Blue Spruce
- Oak
- Most pines
- Willows



Evergreen Planting Detail-5' and Taller



Deciduous Trees 5' Caliper and Smaller



Shrub Planting Detail

Ordinance Calculations

§ 90-93: Parking Landscape Requirements:

C. (B). One square foot of landscaped area per 12 1/2 square feet of pavement and one deciduous tree per 200 square feet of landscaped area provided.

Proposed Pavement Area: 15573 sq. ft.
 Required Landscape Area: 1245.84 sq. ft.
 Provided Landscape Area: 1263.00 sq. ft.
 Required Trees: 1245.84 sq. ft./200 = 6.23 Trees
 Proposed Trees: 3 Deciduous Trees/4 Existing Deciduous Shade Trees

§ 90-94: Screening & Greenbelts Requirements:

A. (2). Evergreen landscape material having a height of at least six feet and sufficiently dense to obscure vision through it.

Proposed on west property line: 2 deciduous trees, 2 existing trees and woods and 13 Eastern Red Cedar (6' ht.)
 Proposed on east property line: 5 deciduous trees, 29 shrubs, and existing woods.

Plant List

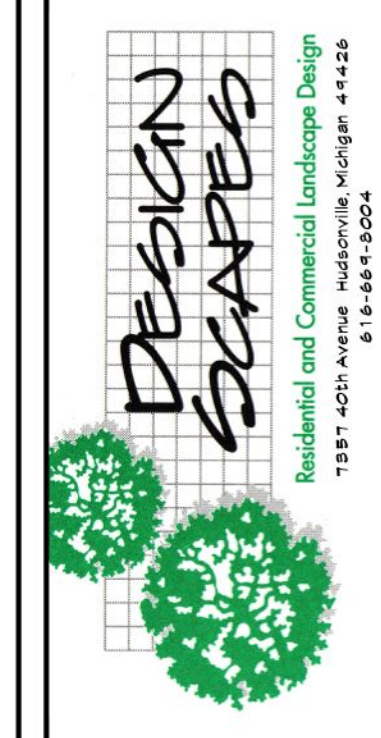
(Native Plants: 15 varieties are native out of 21 varieties proposed)

Quantity	Common Name	Latin Name	Native	Planted Size & Spacing
3	Red Maple	Acer rubrum	Yes	2 1/2" cal.
3	Regal Prince Oak	Quercus x warei 'Long'	Yes	2 1/2" cal.
3	Black Gum	Nyssa sylvatica	Yes	2 1/2" cal.
3	White Pine	Pinus Strobus	Yes	6' Height
30	Fragrant Sumac	Rhus aromatica	Yes	30" ht./36" o.c.
20	Gem Box Inkberry Holly	Ilex glabra 'Gem Box'	No	30" ht./36" o.c.
15	Red Twig Dogwood	Cornus sericea	Yes	30" ht./36" o.c.
45	Shrubby Cinquefoil	Potentilla fruticosa	Yes	24" spd./36" o.c.
15	American Cranberry Viburnum	Viburnum trilobum	Yes	30" ht./36" o.c.
11	Little Goblin Red Winterberry Holly	Ilex verticillata	Yes	30" ht./36" o.c.
9	Northern Beauty Holly	Ilex crenata Northern Beauty'	No	30" ht./36" o.c.
30	Creeping Juniper	Juniperus horizontalis	Yes	24" spd./36" o.c.
13	Eastern Red Cedar	Juniperus virginiana	Yes	6' ht./5" o.c.
13	Pink Astilbe	Astilbe 'Visions in Pink'	No	2 gal./18" o.c.
32	Obsidian Coral Bells	Heuchera x 'Obsidian'	No	2 gal./18" o.c.
27	Midnight Rose Coral Bells	Heuchera 'Midnight Rose'	No	2 gal./18" o.c.
40	Blackeyed Susan	Rudbeckia hirta	Yes	2 gal./24" o.c.
4	Switch Grass	Panicum virgatum	Yes	3 gal./36" o.c.
24	Beebalm	Monarda fistulosa	Yes	2 gal./36" o.c.
43	Gold Japanese Forest Grass	Hakonechloa macra 'Aureola'	No	2 gal./24" o.c.
60	Little Bluestem	Schizachyrium scoparium	Yes	2 gal./18" o.c.

(note: Plant list for ordinance purposes only, the landscape contractor is responsible for plant quantities shown on the landscape plan)

- Notes:**
- All landscaping shall be installed by a qualified Landscape Contractor.
 - Plant sizes specified on the landscape plan shall be the size planted. Plants smaller than specified will be rejected. Substitutions of any kind must be approved by the Landscape Architect.
 - All plantings shall be mulched with 3" shredded premium hardwood bark mulch. Trees in lawn areas shall receive a 6" diameter bark ring 3" deep. Parking islands may not have more than 20% of the area covered by shredded bark mulch.
 - The landscape contractor shall remove any twine that is wrapped around the trunk of a tree or shrub as well as the top third of any burap. Remove excess soil on the top of the root ball to expose the root flare or first layer of roots prior to planting. Use a wire cutter to make 3-5 cuts in the wire basket to allow roots to grow through.
 - When planting trees in the lawn area or on the berm the existing soil within a 10 foot diameter shall be loosened by tilling or similar and amended with composted manure or peat at a depth of 6-12".
 - Planting areas shall be edged with a mechanical edge edger to define a border for the shredded bark mulch.
 - Parking islands shall be back filled with at least 24" of topsoil. Amend the topsoil with composted manure and mix into the topsoil at a depth of 6-12". Any aggregate or stone from the construction of the parking lot shall be removed prior to backfill.
 - Lawn areas shall receive at least 4" of topsoil and hydroseeded. Check with specifications for topsoil availability or contact project manager. Topsoil for lawns shall be appropriate for growing and sustaining a healthy lawn. All lawns shall be hydroseeded with a seed blend consisting of 30% Kentucky Bluegrass, 20% Perennial Ryegrass, 10% Hard Fescue, 20% Creeping Red Fescue and 20% Chewings Fescue.
 - All lawn and shrub bed areas shall be watered by an automatic irrigation system. The irrigation system shall be designed and installed by the Landscape Contractor. Shrub and perennial beds shall be irrigated with drip irrigation.
 - Maintenance of the landscape shall be provided for by the owner and include fertilizing of lawn and plant material, yearly pruning, top dressing of mulch areas every other year and provide 1" of water per week during the growing season.
 - Plant materials shall be chosen and installed in accordance with standards recommended by the County Cooperative Extension Service or American Nursery Association.

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Landscape Plan Drawn By: Joyce E. Weise P.L.A., A.S.L.A.

PROPOSED LANDSCAPE PLAN FOR:
Samaritas Affordable Living
 Spring Lake, Michigan



PROJECT NUMBER:
21120

DRAWN BY:
Joyce E. Weise P.L.A., A.S.L.A.

DRAWING DATE:
08/22/21

ISSUED FOR:
08/06/21 Site Plan Approval
01/07/22 Site Plan Approval
02/22/22 Site Plan Approval
06/22/22 Site Plan Approval

SCALE
1"=20'

SHEET NUMBER
L-1



ARCHITECT AND GENERAL CONTRACTOR

PINNACLE CONSTRUCTION GROUP
1000 FRONT AVE.
GRAND RAPIDS, MI 49504
616-451-0500

PROJECT TEAM

BRENT BOWEN
JAMES LEWIS
ARMANDO MARTINEZ

PROJECT NUMBER

##-###

CONSULTANTS

CIVIL
JEFF BRINKS
VENTURE ENGINEERING, PLLC
616-490-0329

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1	PLAN COMMISSION SUBMISSION	01/05/2022
2	PLAN COMMISSION SUBMISSION	02/22/2022

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SHEET NAME

1ST FLOOR PLAN

SHEET NUMBER

A1-01



LEGEND

- DWELLING UNITS
- MANAGEMENT
- COMMON AREAS
- CIRCULATION

1 1ST FLOOR
1/8" = 1'-0"

2/24/2022 8:25:13 AM



LEGEND

- DWELLING UNITS
- MANAGEMENT
- COMMON AREAS
- CIRCULATION

① 2ND FLOOR
1/8" = 1'-0"

WWW.ASKOURCLIENTS.COM

PROJECT NAME
**SAMARITAS
SPRING LAKE
PRESBYTERIAN**

Enter address here

pinnacle

**construction
group**

ARCHITECT AND GENERAL CONTRACTOR
PINNACLE CONSTRUCTION GROUP
1000 FRONT AVE.
GRAND RAPIDS, MI 49504
616-451-0500

PROJECT TEAM
BRENT BOWEN
JAMES LEWIS
ARMANDO MARTINEZ

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SHEET NAME
UPPER FLOORS

SHEET NUMBER
A1-02

2/24/2022 8:25:14 AM

SAMARITAS SPRING LAKE PRESBYTERIAN

Enter address here



ARCHITECT AND GENERAL CONTRACTOR

PINNACLE CONSTRUCTION GROUP
1000 FRONT AVE.
GRAND RAPIDS, MI 49504
616-451-0500

PROJECT TEAM

BRENT BOWEN
JAMES LEWIS
ARMANDO MARTINEZ

PROJECT NUMBER

##-##-

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LICENSING STAMP

NO. DESCRIPTION DATE

PLAN COMMISSION SUBMISSION 01/05/2022

PLAN COMMISSION SUBMISSION 02/22/2022

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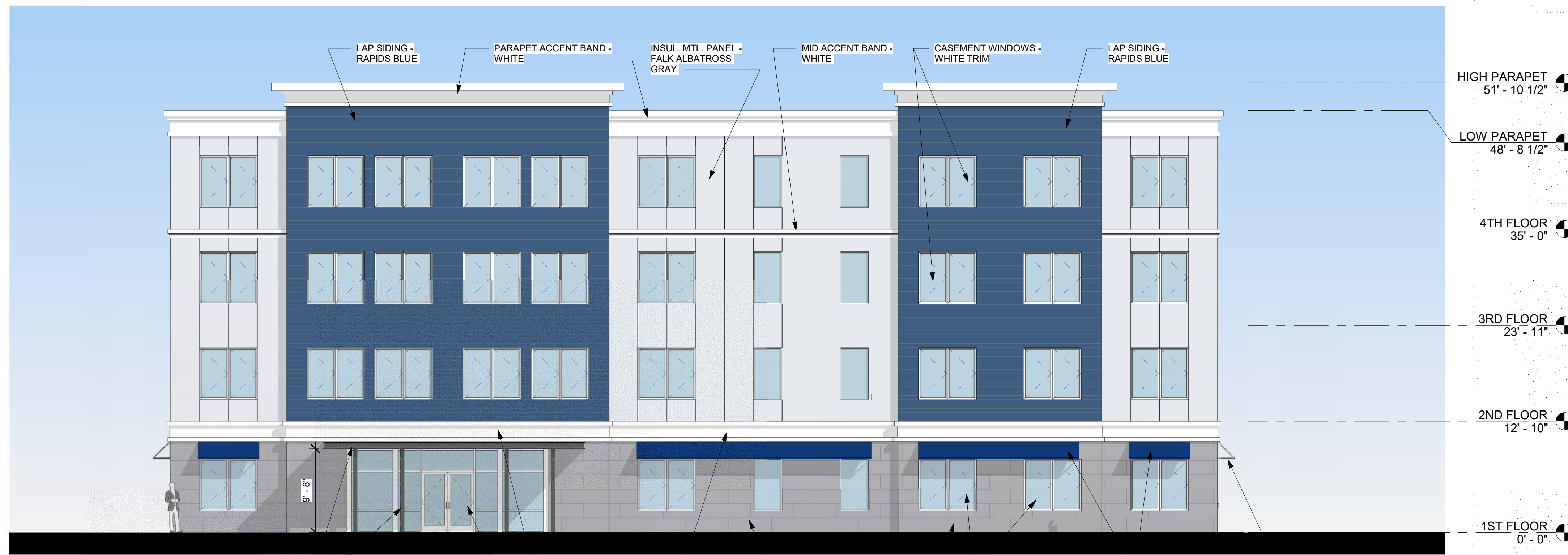
SHEET NAME

EXTERIOR ELEVATIONS

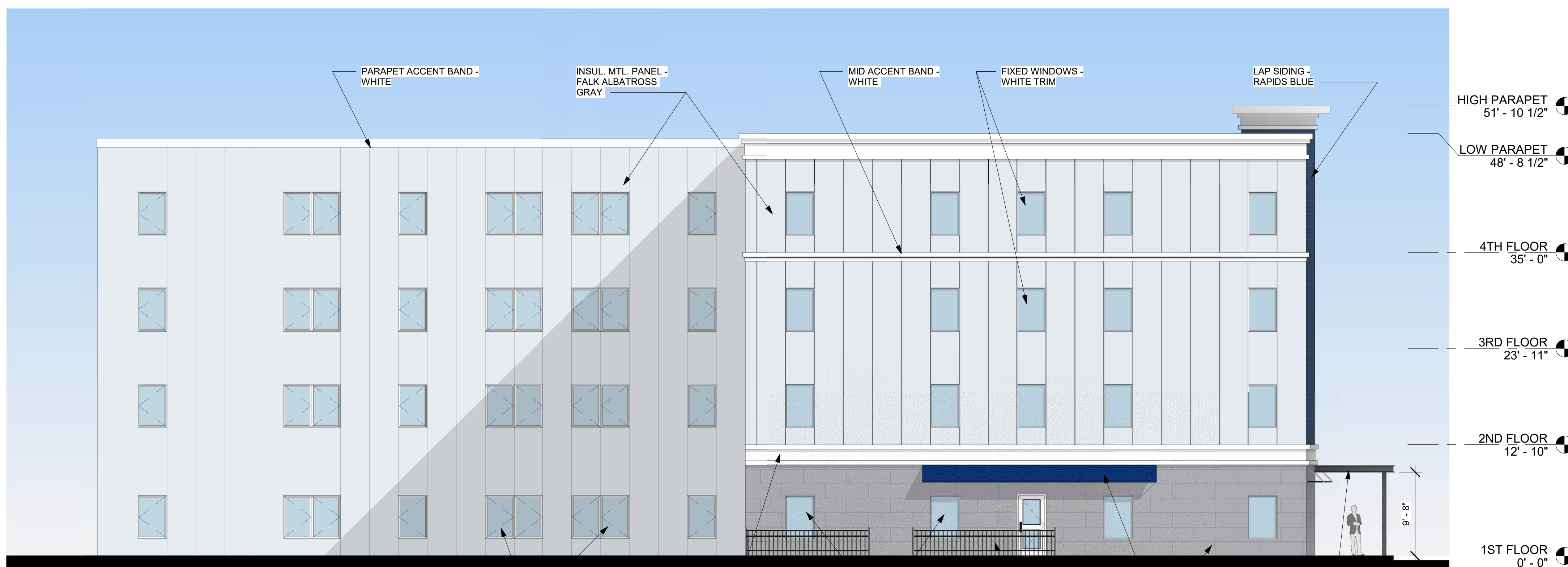
SHEET NUMBER

A2-01

2/23/2022 5:20:34 PM



① North
1/8" = 1'-0"



② East
1/8" = 1'-0"

SAMARITAS SPRING LAKE PRESBYTERIAN

Enter address here



ARCHITECT AND GENERAL CONTRACTOR
PINNACLE CONSTRUCTION GROUP
1000 FRONT AVE.
GRAND RAPIDS, MI 49504
616-451-0500

PROJECT TEAM
BRENT BOWEN
JAMES LEWIS
ARMANDO MARTINEZ

PROJECT NUMBER
##-###

CONSULTANTS
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616-490-0329

LICENSING STAMP

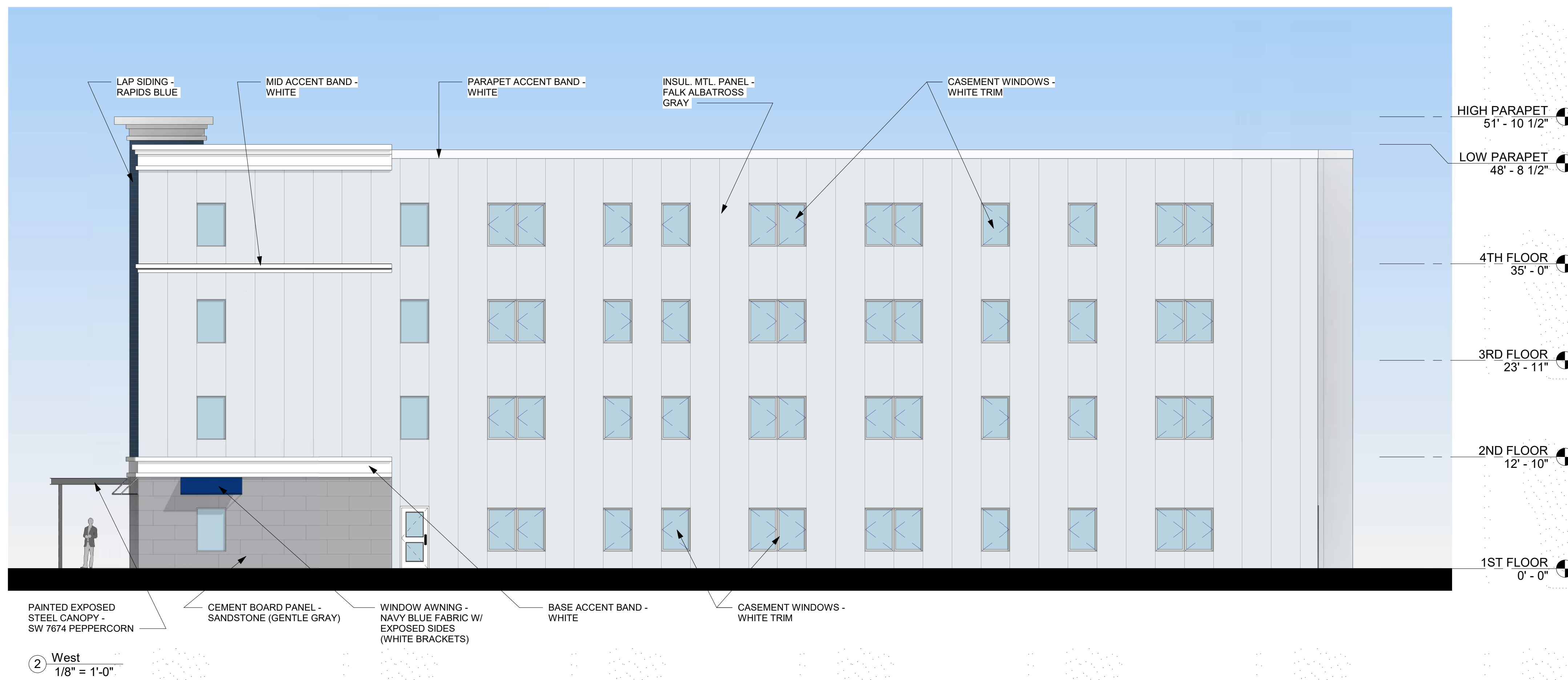
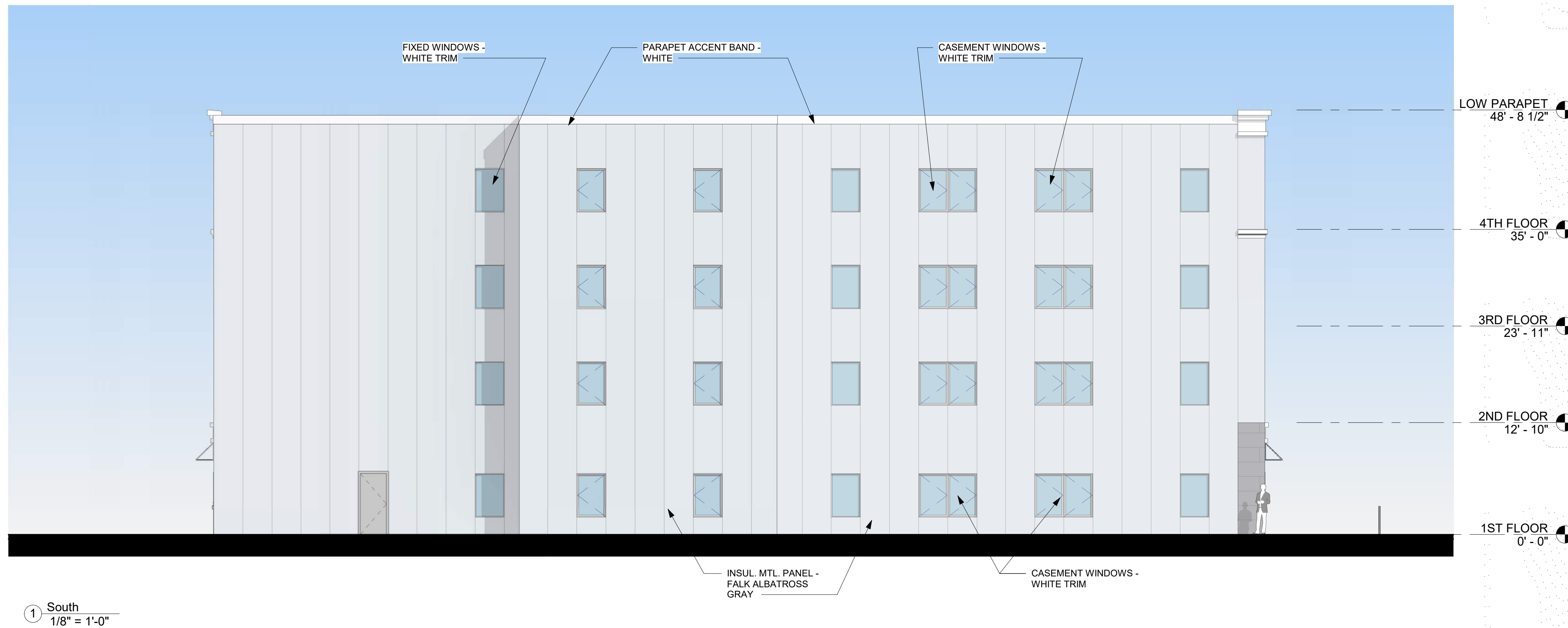
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2	PLAN COMMISSION SUBMISSION	02/22/2022

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SHEET NAME
**EXTERIOR
ELEVATIONS**

SHEET NUMBER

A2-02



**Spring Lake
Spring Lake, MI**

\$185 PSF all in hard cost price
52,150 SF

Number of Units 53

Sources & Uses for Tax Credit Development

Sources of Funds	Description	Rate	Per Unit	Amount	Percent	Breakout of Development Costs	Per Unit	Total Cost	TC Basis	Non Basis	
						Construction					
Bank loan	Bank Perm	6.25%	41,403	2,194,352	14%	Construction Costs	182,401	9,667,275	9,667,275		
Ottawa County Grant Funds			28,302	1,500,000	10%	Construction Contingency	10.00% 18,240	966,727	725,046	241,682	
Soft Funds			0	0	0%	Working Capital - Construction	0.00% 0	0	0	0	
Sponsor Loan			0	0	0%	Working Capital Escrow - Operations	0% 0	0	0	0	
Deferred Development Fee		25.21%	7,135	378,142	2%	Architect Design/CA	6,604	350,000	350,000	0	
LIHTC Equity	0.870		209,272	11,091,391	73%	Utility/Site Infrastructure	943	50,000	50,000	0	
						3rd Party Green Professional Fees	755	40,000	40,000	0	
Total Sources of Funds			286,111	15,163,885	100%	Survey	566	30,000	30,000	0	
						Developer Permits & Fees	377	20,000	20,000	0	
Construction period loan		11,100,000				Soil Borings/Geotech Testing	472	25,000	25,000	0	
						Environmental	943	50,000	50,000	0	
						Construction Insurance	2,075	110,000	110,000	0	
						Sub Total	213,377	11,309,002	11,067,320	241,682	
						Professional Fees					
						Appraisal - LIHTC	151	8,000	8,000	0	
						Market Study - LIHTC	151	8,000	8,000	0	
						Marketing	472	25,000	0	25,000	
						Title & Recording	566	30,000	0	30,000	
						FFE/Owner Contracted	2,264	120,000	120,000	0	
						Taxes during Const	377	20,000	20,000	0	
						Relocation	0	0	0	0	
						Soft cost Contingency	2,830	150,000	75,000	75,000	
						Sub Total	6,811	361,000	231,000	130,000	
						Financing Costs					
						1st Mortgage Perm Origination	2.00% 828	43,887	0	43,887	
						1st Mortgage Legal	472	25,000	0	25,000	
						Plan/Cost Review	283	15,000	15,000	0	
						Lender 3rd Party Reports	283	15,000	15,000	0	
						MIP (2 Years)	0.25% 207	10,972	0	10,972	
						FHA Application Fee	0.30% 124	6,583	0	6,583	
						GMNA Fee	0	0	0	0	
						HUD Inspections	0.00% 340	18,000	18,000	0	
						Const Interest	14,529	770,041	577,531	192,510	
						Bridge Loan Origination	0.50% 962	51,000	51,000	0	
						Bridge Loan Legal	472	25,000	25,000	0	
						RE Legal	1,132	60,000	0	60,000	
						Equity Inspections	283	15,000	15,000	0	
						Sub Total	19,915	1,055,483	716,531	338,952	
						Tax Credit & Syndication Costs					
						Legal for Syndication	566	30,000	0	30,000	
						LIHTC Application Fee	45	2,385	0	2,385	
						MSHDA Compliance Fees	475	25,175	0	25,175	
						Tax Credit Fee	6.50% 1,564	82,875	0	82,875	
						Accounting & Cost Cert	566	30,000	30,000	0	
						Sub Total	3,216	170,435	30,000	140,435	
						Reserves					
						Rent Up Reserve	755	40,000	0	40,000	
						HUD Operating Deficit	3% 0	65,831	0	65,831	
						Operating Reserve	2,870	152,134	0	152,134	
						Sub Total	4,867	257,965	0	257,965	
						Development Fee	15%	28,302	1,500,000	0	
						Total Development Costs (Minus Acq.)		276,488	14,653,885	13,544,851	1,109,034

Uses of Funds	Description	Per Unit	Amount	Percent
Acquisition*		9,623	510,000	3%
Construction		213,377	11,309,002	75%
Professional Fees		6,811	361,000	2%
Financing Costs		19,915	1,055,483	7%
Tax Credit & Syndication Costs		3,216	170,435	1%
Reserves		4,867	257,965	2%
Development, Services Fee		28,302	1,500,000	10%
Total Uses of Funds		286,111	15,163,885	100%

Surplus/(Gap)	0	0
----------------------	---	---

Acquisition*	Amount
Land Acquisition	510,000
	0
	0
	0
	0
net sale proceeds	0
Total Acquisition Price	510,000

\$ 9,623

Spring Lake
Income and Expense Page

RENTAL REVENUE

Unit Type	Number of Units	Target AMI	2022	Est.	MAX 130	Gross Rents	Utility Allowances	Proforma Rents	Cushion	Total Annual
			LIHTC Max Rent	Square Feet	BOOST RENT				below Max LIHTC Rent	Rental Income - Proforma
Studio										0
Studio PBRA										0
1 BR	8	80%	1,412	568 - 596	1,323	1,173	95	1,078	150	103,488
1 BR	6	60%	1,059	568 - 596	970	970	95	875		63,000
1 BR - PBRA	8	60%	1,059	568 - 596	970	773	95	875		84,000
1 BR	1	40%	706	568 - 596	617	617	95	522		6,264
1 BR	14	30%	529	568 - 596	440	440	95	345		57,960
1 BR	3	50%	882	568 - 596	793	793	95	698		25,128
1 BR	3	70%	1,235	568 - 596	1,146	1,096	95	1,001	50	36,036
1 BR										
2 BR	2	80%	1,694		1,588	1,438	130	1,308	150	31,392
2 BR	2	70%	1,482		1,376	1,326	130	1,196	50	28,704
2 BR	2	60%	1,270		1,164	1,164	130	1,034	0	24,816
2 BR	2	50%	1,058		952	952	130	822	0	19,728
2 BR	2	40%	847		741	741	130	611	0	14,664
2 BR										0
										0
										0
										0
										0
										0
Total Units	53								0	495,180
				100.00%	applicable fraction					41,265

OTHER INCOME

	Per Unit	
Garage and Parking Spaces	0	0
Commerical/Retail Rental Space	0	0
late fees	0	0
Financial Income	0	0
Tenant Charges/application fees	0	0
Laundry/Vending/Cable/Other	120	6,360
Total Other Income	120	6,360

VACANCY & LOSS

Bad Debt	included in admin expenses below	0	0
Concessions	N/A	Rate = 0.00%	0
Vacancy		Rate = 5.00%	(473)
Total Vacancy & Loss			(233)

NET RENTAL INCOME

476,463

OPERATING EXPENSES

	Per Unit	
Administrative/Marketing	415	22,000
Additional Utility Expenses for PBV Units	0	
Onsite Personnel	1,604	85,000
Maintenance/Repairs	679	36,000
Utilities	849	45,000
KMG Compliance	135	7,155
Management Fee	513	27,189
PILOT	321	17,004
RE Taxes Market Units	0	
Insurance	350	18,550
TOTAL OPERATING EXPENSES	4,866	257,898

NET OPERATING INCOME

218,565

Replacement Reserve	300	15,900
NET OPERATING INCOME MINUS RESERVES		202,665

DEBT

Description	Rate	Term	Amortization	DCR	Annual Pymt
Debt Service Bank Perm	6.25%	30	30	1.25	\$ 162,132
Debt Service					0
Debt Service					
Debt Service					
Total Debt Service					162,132

ILP Asset Management Fee	3,500
--------------------------	-------

Possible Cashflow

37,033

Spring Lake

Tax Credit Equity Calculation

Basis Calculation		New Construction	Acquisition	Federal HTCs	Total
Building Acquisition	85%	0	0		0
Construction		11,067,320			11,067,320
Professional Fees		231,000			231,000
Financing Costs		716,531			716,531
Tax Credit & Syndication Costs		30,000			
Development, Services Fee		1,500,000	0		1,500,000
Reserves		<u>0</u>	<u>0</u>		0
Total		13,544,851	0		
Tax Credit Basis		13,544,851	0		
Less HTC Amount from Rehab Basis for LIHTC		<u>0</u>			
		<u>13,544,851</u>			
Applicable Fraction %		100.00%			
High Cost (QCT)		130.00%	100.00%		
Total Tax Credit Basis		17,608,306	0		
Tax Credit %		9.00%	4.00%		
Annual Supportable Credit Calculation		\$ 1,584,748	0		1,275,000
Max Allocation or Cap		1,275,000			
To Investor %		99.99%	99.99%		
Total Credits		12,748,725	0		
LIHTC Credit Price		<u>0.870</u>	<u>0.870</u>		
		<u>0</u>	<u>0</u>		
LIHTC Equity Proceeds		11,091,391	0		11,091,391
		0	0		

Spring Lake

Cash Flow and Debt Coverage Ratio

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Inflation																
Net Income	2.00%	476,463	485,992	495,712	505,626	515,739	526,054	536,575	547,306	558,252	569,417	580,806	592,422	604,270	616,356	628,683
Operating Expenses	3.00%	257,898	265,635	273,604	281,812	290,266	298,974	307,944	317,182	326,697	336,498	346,593	356,991	367,701	378,732	390,094
NOI		218,565	220,357	222,108	223,814	225,472	227,079	228,631	230,124	231,555	232,919	234,212	235,431	236,569	237,624	238,589
Replacement Reserves	3.00%	15,900	16,377	16,868	17,374	17,896	18,432	18,985	19,555	20,142	20,746	21,368	22,009	22,670	23,350	24,050
NOI After Replacement Reserves		202,665	203,980	205,240	206,440	207,577	208,647	209,646	210,569	211,413	212,173	212,844	213,421	213,900	214,274	214,539
Debt Service - First Mortgage		162,132	162,132	162,132	162,132	162,132	162,132	162,132	162,132	162,132	162,132	162,132	162,132	162,132	162,132	162,132
DCR on 1st Mortgage		1.25	1.26	1.27	1.27	1.28	1.29	1.29	1.30	1.30	1.31	1.31	1.32	1.32	1.32	1.32
ILP Asset management Fee		3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
Cashflow after Investor Services Fee		37,033	38,348	39,608	40,808	41,945	43,015	44,014	44,937	45,781	46,541	47,212	47,789	48,268	48,642	48,907
Deferred Development Fee Payment		37,033	38,348	39,608	40,808	41,945	43,015	44,014	44,937	45,781	2,653	-	-	-	-	-
Cashflow		-	-	-	-	-	-	-	-	-	43,888	47,212	47,789	48,268	48,642	48,907

GRANT AGREEMENT

THIS AGREEMENT is made between Ottawa County, a State of Michigan political subdivision (hereinafter “County”), and _____ (hereinafter “Grant Recipient”).

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (hereinafter “ARPA”);

WHEREAS, the County is going to receive a total of approximately \$57 million in ARPA funds to reimburse the County for lost revenues attributable to the COVID 19 pandemic;

WHEREAS, the County has decided to release some of resulting lost-revenue savings through grants to worthy projects that benefit the Community;

WHEREAS, the Recipient is a Michigan [describe type of entity, including for profit or nonprofit] entity, and has submitted a written request to the County for \$ _____ in grant funds to finance the following project: [describe grant project] _____;

WHEREAS, during their regular public meeting on _____, 2022, the Board of County Commissioners (hereinafter “Board”) approved the aforementioned request from the Recipient subject to the terms and conditions of this Grant Agreement (hereinafter “Agreement”); and

WHEREAS, the County and the Grant Recipient desire to enter into this Agreement:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2024, unless terminated earlier by the County in writing.

2. GRANT FUNDS TO BE DISSEMINATED TO RECIPIENT

The total award of grant funds to be disseminated by the County to the Recipient, as part of this Agreement shall not exceed \$ _____.

3. LIMITATIONS REGARDING THE USE OF GRANT FUNDS

The Recipient shall ensure that all expenditures utilizing Grant Funds received in accordance with this Agreement shall be limited to only those eligible services and activities described in Exhibit A, and the Recipient also agrees to achieve the metrics set forth in Exhibit B. In addition to and without limiting the above, the Recipient shall ensure that all expenditures utilizing Grant Funds are expended in accordance with its application for such funds and all supporting materials which are incorporated by reference herein as Exhibit C.

4. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH THIS AGREEMENT

In order to ensure compliance with the standards and metrics set forth in Exhibits A and B, the Recipient, when requesting reimbursement for eligible Grant Funds, shall provide to the County's Fiscal Services Department, a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any backup documentation to support such expenditures. The invoice must include a statement, signed by the Recipient, indicating that all expenditures therein comport with the guidelines of Exhibit A and exclusively to advance the metrics contained in Exhibit B and are consistent with the representations contained in Exhibit C and as provided in Paragraph 3 above. Reimbursement requests shall be submitted to the County no more than once per month. No reimbursement requests may be submitted to the County after the following date: _____, at least without amendment to this Agreement.

5. DISSEMINATION OF GRANT FUNDS TO RECIPIENT

The dissemination of Grant Funds shall only occur after the County reviews the Recipient's reimbursement request to ensure that all expenditures detailed therein appear to qualify for reimbursement in accordance with Exhibits A, B and C. Upon receipt of the Recipient's reimbursement request as described above, the County shall disseminate Grant Funds for eligible expenditures therein within twenty (20) days of receipt of said reimbursement request, unless the Fiscal Services Department extends this date because it needs more time to verify eligibility of invoiced items.

6. EVOLUTION OF GRANT FUND GUIDANCE FROM THE COUNTY

The County may request additional information from the Recipient, as needed, to meet any additional guidelines that it makes to Exhibit A, during the term of this Agreement, the right to make such unilateral changes being expressly reserved by the County.

7. TERMINATION

Without the need for prior notification, the County may terminate this Agreement immediately at its will upon written notice to the Recipient that the County considers the Recipient to be in breach of this Agreement, after giving the Recipient thirty (30) days to cure. The County may or may not require the Recipient to return Grant Funds paid, in its sole discretion. In the event of a termination and/or demand for repayment, the Recipient covenants that it will not sue the County or any of its officers or agents regarding the termination of this Agreement nor for any loss or damages resulting from the termination of this Agreement.

8. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Recipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.

9. HOLD HARMLESS AND INDEMNIFICATION

The Recipient agrees to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, taxes or fees, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Recipient, its officers, directors, employees, and/or agents relating to the Recipient’s performance or failure to perform under this Agreement and/or its receipt of funds hereunder. This section shall survive the expiration or termination of this Agreement.

10. COMPLIANCE WITH LAWS AND GUIDELINES

In spending the Grant Funds and operating the funded project, the Recipient shall comply with all federal, state, and local laws.

11. MAINTENANCE AND AUDIT OF RECORDS

The Recipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees. If it is determined during the course of the audit that the Recipient was reimbursed for unallowable costs under this Agreement or any statute, rule, or regulation regarding the expenditure of such funds, the Recipient agrees to promptly reimburse the County for such payments upon request.

12. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Recipient: [Position and address]

County: Fiscal Services Director, 12220 Fillmore Street, West Olive, MI 49460

13. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

14. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest as defined in MCL §15.321 *et. seq.*

15. TIME

Time is of the essence in this Agreement.

16. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

17. MERGER AND AMENDMENT

This Agreement constitutes the entire agreement between the County and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement. No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties and signature in a like document.

18. GOVERNING LAW

The Agreement shall be governed in all respects by the laws of the State of Michigan, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Ottawa County, Michigan pursuant to MCL §600.1615.

19. NON-WAIVER

No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.

20. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. ASSIGNMENT

The Recipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.

22. NO THIRD-PARTY BENEFICIARIES AND NON-WAIVER

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This Agreement cannot be enforced by a third party, nor shall it be construed as a waiver of the County's governmental immunity.

23. CIVIL RIGHTS COMPLIANCE

With respect to the project funded herein and expenditure of Grant Funds, Recipient promises that it shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department’s implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department’s implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

24. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

25. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. TAXES

The Recipient shall be solely responsible for any and all local, state, or federal taxes and/or fees associated within this distribution of funds and the County shall not undertake any withholdings for such purposes.

27. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below: Dated this _____ day of _____, 2022.

RECIPIENT

OTTAWA COUNTY, MICHIGAN

By: _____
_____, Its: _____

By: _____
Matt Fenske, Chairperson
Ottawa County Board of Commissioners

By: _____
Justin F. Roebuck, County Clerk

Action Request



Committee:	Board of Commissioners
Meeting Date:	08/23/2022
Requesting Department:	Department of Strategic Impact
Submitted By:	Paul Sachs
Agenda Item:	Broadband Infrastructure Pre-Engineering Design and ProForma

Suggested Motion:

To approve \$46,964.77 in ARPA Funding to hire GrayBar Inc to commence with pre-engineering of a middle mile broadband infrastructure network, and preparation of a network proforma, for the County's unserved/underserved areas.

Summary of Request:

After obtaining a more accurate picture of current internet accessibility across the County via the recently completed Broadband Data Collection survey, DSI staff and partner Urban Wireless Solutions are moving on to Phase II of the Digital Inclusion Strategy. Phase II involves developing a pre-engineering design for a middle mile broadband architecture, along with preparing financial feasibility analyses of that design. The end result of the project will be a documented and executable network model that Ottawa County can use as its blueprint to achieve their vision for broadband accessibility.

DSI has identified GrayBar/Fujitsu to conduct this design work. The middle mile engineering is a critical step for the County to determine what it will cost to build the necessary infrastructure that is accessible for private-sector ISPs to "piggy-back" (for a yet-to-be-determined fee) to deliver their services to underserved areas, especially in the County's more rural areas. With these engineering and cost-modeling data, DSI can then seek/secure grant funds, and local contributions as necessary, to deploy the network design. If the business/network model makes fiscal sense, partnerships with private-sector ISPs are secured, and necessary funding is acquired, DSI is targeting fiscal year 2023/24 for construction.

This request for funding was recommended for funding by the ARPA Taskforce at its meeting on August 11, 2022.

Financial Information:

Total Cost: \$46,964.77	General Fund Cost: \$46,964.77	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective: Goal 2, Objective 1: Consider initiatives that contribute to the economic health and sustainability of the County and its' residents.

Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

Administration: Recommended Not Recommended Without Recommendation
County Administrator: *John Smith*

Committee/Governing/Advisory Board Approval Date: 08/16/2022

Finance and Administration Committee



8350 HAGGERTY RD
 BELLEVILLE MI 48111-1667
 Phone: 734-252-8300
 Fax: 734-957-5501

To: OTTAWA COUNTY*C
 12220 FILLMORE STREET
 WEST OLIVE MI 49460
 Attn: Paul Sachs
 Phone: 616-846-8295
 Fax:
 Email:

Date: 08/03/2022
Proj Name: FUJITSU DESIGN
GB Quote #: 0241287696
 Release Nbr:
 Purchase Order Nbr:
 Additional Ref#
 Valid From: 08/02/2022
 Valid To: 08/31/2022
 Contact: GREGORY VINCENT
 Email: gregory.vincent@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: OMNIA PARTNERS PUBLIC SECTOR CONTRACT # EV2370

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		1 EA	FUJITSU NETWORK	NDI-CONSULT	MIDDLE MILE DESIGN AND PROFORMA # OTTAWA COUNTY	\$46,964.77	1	\$46,964.77

Item Note: GRAYBAR/FUJITSU STATEMENT OF WORK DOCUMENTATION TO FOLLOW IN SEPARATE CORRESPONDENCE

Total in USD (Tax not included): \$46,964.77

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: OTTAWA COUNTY*
12220 FILLMORE STREET
WEST OLIVE MI 49460
Attn: Paul Sachs

Date: 08/03/2022
Proj Name: FUJITSU DESIGN
GB Quote #: 0241287696

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

Countywide Broadband Internet

Ottawa County Middle Mile Design and Pro Forma

Prepared for:

Gregory Vincent
Phone: (734) 552 7158

Client Executive: Keith Lerch

Keith.Lerch@us.fujitsu.com

Phone: (908)-313-6913

Broadband Specialist: Tom Difrisco

Tom.DiFrisco@us.fujitsu.com

Phone: (630)-254-9148

Engagement Leader: Blake Stovall

Blake.Stovall@us.fujitsu.com

Phone: (214)-864-3063

Fujitsu Network Communications submits this proposal to Graybar for execution of the Ottawa County Board Ready Study for a Middle Mile network.

Date: 08.02.2022

Building better networks for the connected world

us.fujitsu.com/telecom

FUJITSU

Start-to-finish solutions for sustainable gigabit communities

Fueling the 21st century:

- Economic development
- Tourism
- Education
- Telehealth
- Public safety

Introduction

Fujitsu Network Communications, Inc. (Fujitsu) is excited to share with Graybar and its client Ottawa County, our approach to creating an advanced broadband middle mile for Ottawa County. We look forward to working with Graybar and Ottawa County to bring abundant and affordable broadband to the unserved and underserved residents in the region.

Fujitsu is proposing this next step – to conduct a Middle Mile Design and Pro Forma. At the end of this comprehensive project, Graybar and Ottawa County will have the information they need to make a well-informed decision on how their broadband project should be funded and built.

Once the Project deliverable is completed, Graybar and Ottawa County and its leadership can proceed with the detailed low-level design & engineering project plan with the business and governance structures recommended in the study. This step-wise approach will help to avoid costly design & engineering work that is premature.

Understanding the technology, costs and monetization of broadband networks is an essential precedent for an accurate study. Fujitsu understands broadband networks and has been selected by States, Municipalities, Electrical Co-Ops and Carriers as the Design, Build, Operate and Maintain network integrator and project manager. We believe this experience, along with our in-house Network Operations and Maintenance capabilities make us an ideal partner to develop a sound business, network and operational plan for Graybar and its partner Ottawa County.

Within this study, Fujitsu will develop a plan for middle mile build out to enable broadband services to the unserved and underserved in Ottawa County.

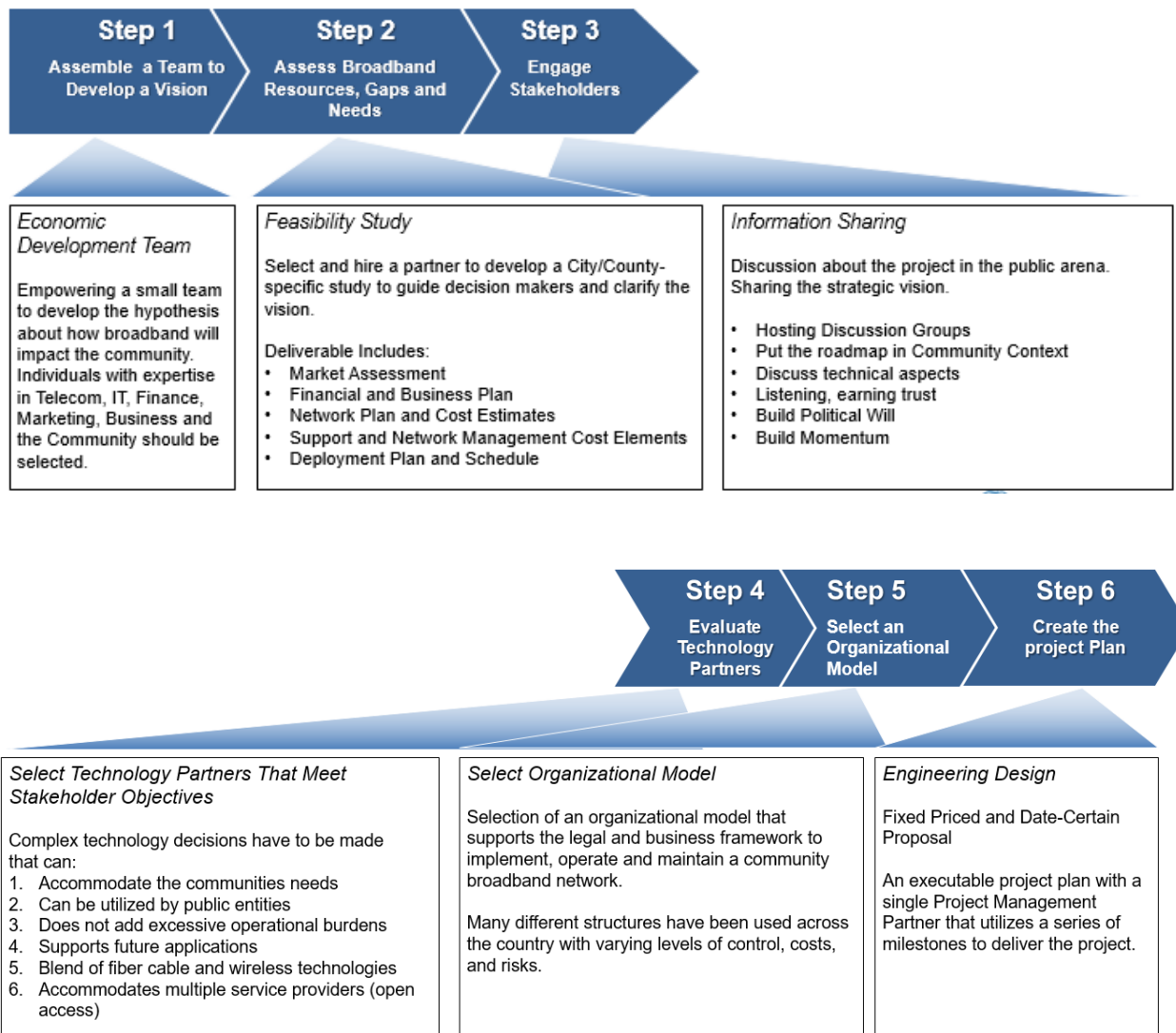
The Fujitsu approach to building this middle mile begins with a comprehensive broadband project plan that includes:

- Summary of market assessment
- High Level design architecture
- Capex financial models

These deliverables can be used to help obtain funding, build, maintain, and manage the proposed network.

The below broadband roadmap from the National Telecommunications and Information Administration (NTIA) was adopted and implemented by Fujitsu. Graybar and its partner Ottawa County is currently in Step two out of the six steps described by the NTIA. The project with Fujitsu would advance your Broadband initiative to Step 6.

Planning a Connected Community



Middle Mile Design and Proforma

The recommended approach is a coordinated effort between Graybar, Ottawa County and Fujitsu to develop a comprehensive project with scope, costs and build schedule. This project is a framework that will deliver Ottawa County and Graybar a comprehensive report that includes an architecture of a middle mile, as well as CAPEX cost projections. The end result of the project will be a documented and executable network model Ottawa County and Graybar can use as a blueprint to achieve their vision for Ottawa County.

Project Approach

The final deliverable will have three major sub-components, each worked in parallel, streamlining the entire process and enabling Ottawa County and Graybar to reach their goals more quickly than traditional approaches. The sub-components include:

- Market Analysis Conclusion
- Design and Build Architecture
- Financial Analysis

Each of these sub-component deliverables will be reviewed and approved in the following manner:

1. Fujitsu will share the sub-component electronically 2 business days before presenting the results in an online meeting to Graybar, county staff and Ottawa County
2. Within 2 business days after that online meeting occurs, the County will provide written response to Graybar. The response will be a) approval of the sub-component deliverable, or b) detailed description of any concerns, exceptions and dissatisfaction the County has with the deliverable.
3. Fujitsu will respond in writing addressing any concerns raised by the County as described above. To the extent the written concerns, exceptions and/or dissatisfaction are within the scope of this Board Ready Study described in this document, Fujitsu will re-perform the sub-component service to comply with the Project requirements.
4. After the sub-component is revised, Fujitsu will share the revised sub-component deliverable with Graybar and the County. If the customer determines the revisions are substantive, follow steps 1-3 outlined above until the customer has sent a written response approving the sub-component deliverable. If the customer determines the revisions are minor, they will work to minimize the time delay between receiving the revised sub-component and sending Fujitsu notice of approval.

Note that if existing information related to the different sub-components already exists, Fujitsu can reuse, where applicable, this information to support the project development process.

Project Scope of Work

Market Analysis Conclusion



Fujitsu will clarify Ottawa County’s strategic objectives and goals for a middle-mile network. This includes confirming the county’s definition of the underserved or target market based on speed threshold results as well as Fujitsu receiving all supporting data for the underserved maps from the county’s broadband assessment. Identifying underserved areas based on census blocks is a key pre-requisite to completing a middle-mile network high level design.

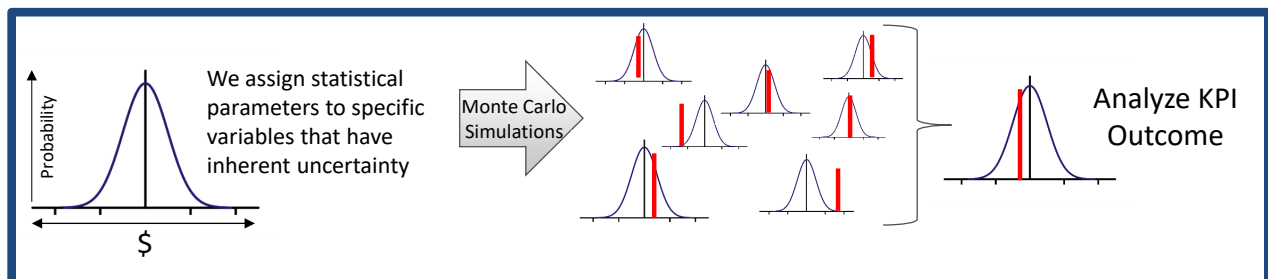
Financial Model



Fujitsu will provide a financial pro forma analysis for the capital expenditure requirements to construct a middle mile network. Fujitsu uses Monte Carlo simulation software and advanced statistical techniques to model cost uncertainties that are common to broadband deployments. This enables the county to not only have a rough order of magnitude estimate of CAPEX, but also the opportunity to recognize, quantify and mitigate cost risks throughout the network design process until a low-level design and construction ready contract can be completed in a later phase separate from this proposal scope.

The deliverable will be in the form of a PowerPoint presentation including detailed visualizations and assumptions. Fujitsu applies assumptions from a culmination of industry experience, past customer projects, recent industry trends and any local insights or unique knowledge the customer may have.

Fujitsu Approach to Estimating Network CAPEX



- **Establish Network Construction.** Fujitsu will develop estimated construction project costs.
 - Design and build

- Estimated costs to design, engineer, and construct both the outside plant and inside plant
 - Outside plant costs will include both aerial and underground construction
 - Bill of Materials
 - Design and cost of data center servers and racks to support the service design and delivery
 - When required, design and cost for the data center facilities power, space, and HVAC
- **Data Gathering analysis**
Analyze county provided demand points for service locations, GIS data, right-of-way information and permitting agencies. Utilize all existing Ottawa County or other provided asset information including fiber optic cable (size and type), vertical assets and other network infrastructure assets. Assess future demand needs for neighboring communities or other potential service point locations.

Design and Build Architecture



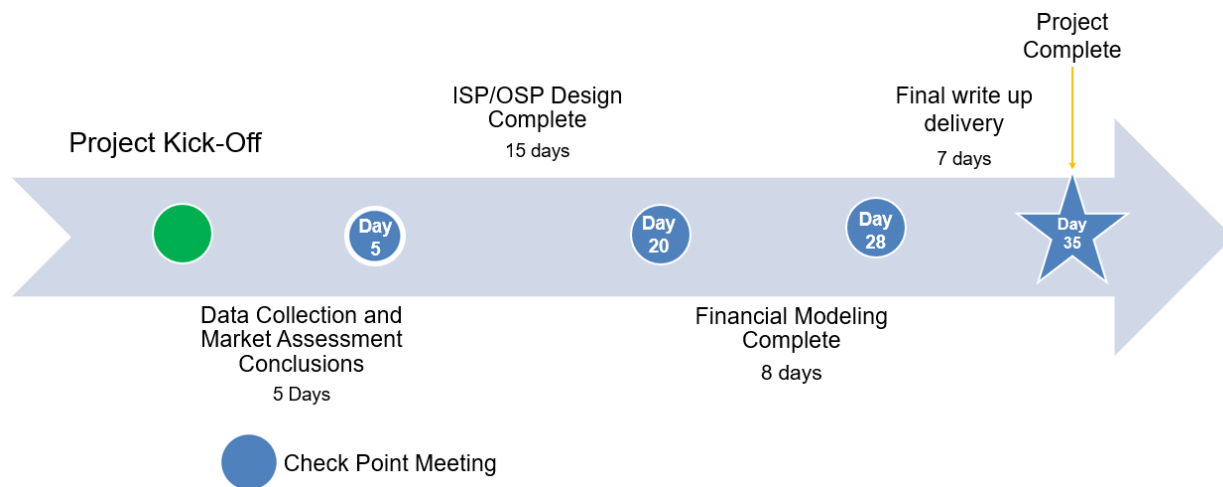
In the Design/Build (DB) component, Fujitsu will assess available technologies and specifications of both the Inside Plant (ISP) and Outside Plant (OSP) construction. Fujitsu will provide documentation and recommendations based upon the following information:

- **Architect Network Design.** Fujitsu will provide a high level design (HLD) and network design schematic(s) showing overall architecture, fiber distribution, and IP backbone with proposed locations. The network design will include:
 - **Design schematics.** High level middle mile architecture covering electronics, required Server Systems Design, fiber distribution, and Fixed Wireless (as necessary).
 - **Design Bill of Materials.** Bill of material for major materials to be provided will be created and provided, including fiber lengths, handhole quantity and sizes, along with conduit length and recommended type. Each fiber section will have metrics that are measurable and can be used to help forecast build plans and scheduling along with identify potential risks. Delivery of the Bill of materials at this stage will enable early order materials procurement for both the materials to be procured to ensure material delivery dates can be solidified and construction scheduling can be optimized.
 - **Fiber distribution.** The high-level design will include creating fiber pathing for core and lateral fiber segments, including fiber connectivity to connect all demand points identified in the data gathering phase with fiber sizes and future demand allocation of fiber. Network schematics showing the different tiers of fiber optic cable, splice, slack loops, service lateral points and service entry points will be depicted.
- **Determine Best Technology and Vendors.** Fujitsu will provide a technology and vendor assessment for relevant access and core networking technologies, including fiber-based and fixed wireless access technologies if needed. The assessment will include:

- Core technology to be used
- Rigorous evaluation of vendors
- Vendor quality assessment
- Determine Service Level Objective (SLO) requirements.
- **Identify Available Assets and Rights of Way (RoW).** Fujitsu will assess preliminary RoW and easement locations for the Middle Mile fiber build out.
 - Utility pole access. As applicable, Fujitsu will identify preliminary utility pole, tower structures, and building structures
 - Permit assessment
- **Develop Schedule and Timeline.** Fujitsu will create a deployment timeline that meets the goals of the project and the needs of Ottawa County.
 - Schedule and proposal for delivering the proposed network project.

Timeline

Fujitsu commits to deliver the Middle Mile project 35 days following the issuance of a purchase order and signed contract, excluding major holidays or weather delays. Fujitsu will work with Ottawa County and Graybar to ensure timely completion of the project based on the agreed to timelines. A more detailed BRS study schedule will be completed upon the acceptance of the statement of work and receipt of the purchase order. However, this is subject to confirmation of any phased approach and the starting date of each phase to be agreed upon by Fujitsu, Ottawa County and Graybar.



Notes:

- Checkpoints can be scheduled as requested by Ottawa County or Graybar.
- Subject Matter Expert (SME) groups may have ad-hoc meetings tied to specific deliverables.
- Key hand-offs of information critical to downstream development will be formalized during ramp-up.

Ottawa County Responsibilities

The Middle Mile Project is designed to be a collaborative effort between Graybar, Ottawa County and Fujitsu. In order to provide the best design and schedule for the network Fujitsu may have periodic asks of the other parties. Some items may include:

- Timely access to grounds, easement information and equipment rooms
- Readily available existing drawings and plans
- Readily available underground facility and power facility drawings
- Open and timely communication with the stakeholders identified during the kickoff meeting
- Complete filing with agency for funding if applicable.

Summary

The first decision to be made by Ottawa County and Graybar is to evaluate and discuss the proposal Fujitsu has provided. The Middle Mile project is tailored to the needs of Ottawa County and Fujitsu welcomes discussion on how to best accomplish Ottawa County's and Graybar's goals.

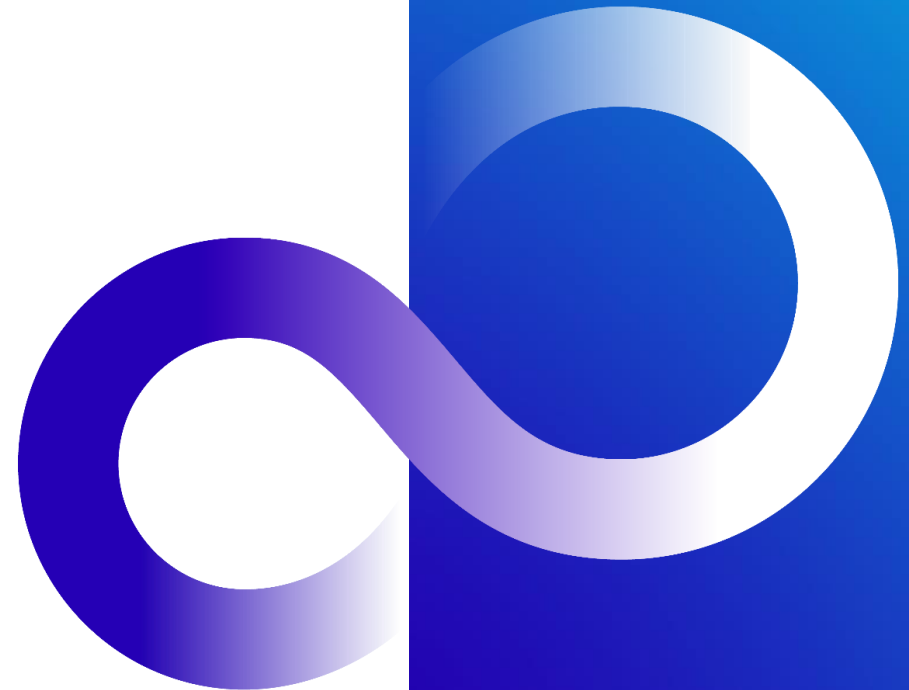
Fujitsu will confirm the below deliverable is agreed upon by Ottawa County and Graybar. Upon PO receipt and contract close, Fujitsu will begin work on the project.

Part Number	Option	Description	
NDI-CONSULT	1	Middle Mile Design and Proforma – Ottawa County	

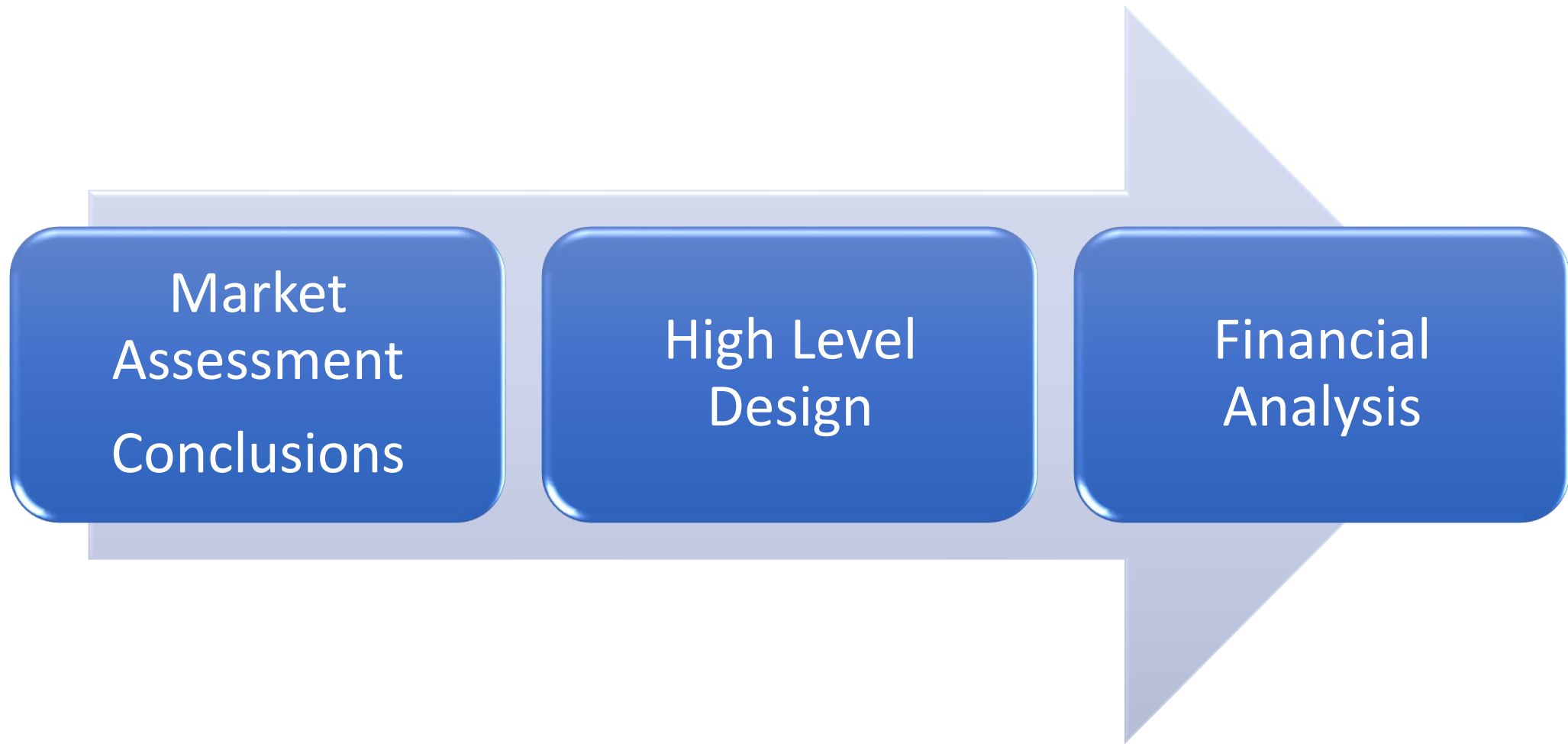
*The cost for the project will be refunded if Ottawa County will award the build out of this project to FNC.

Ottawa County Middle Mile Design and Pro Forma

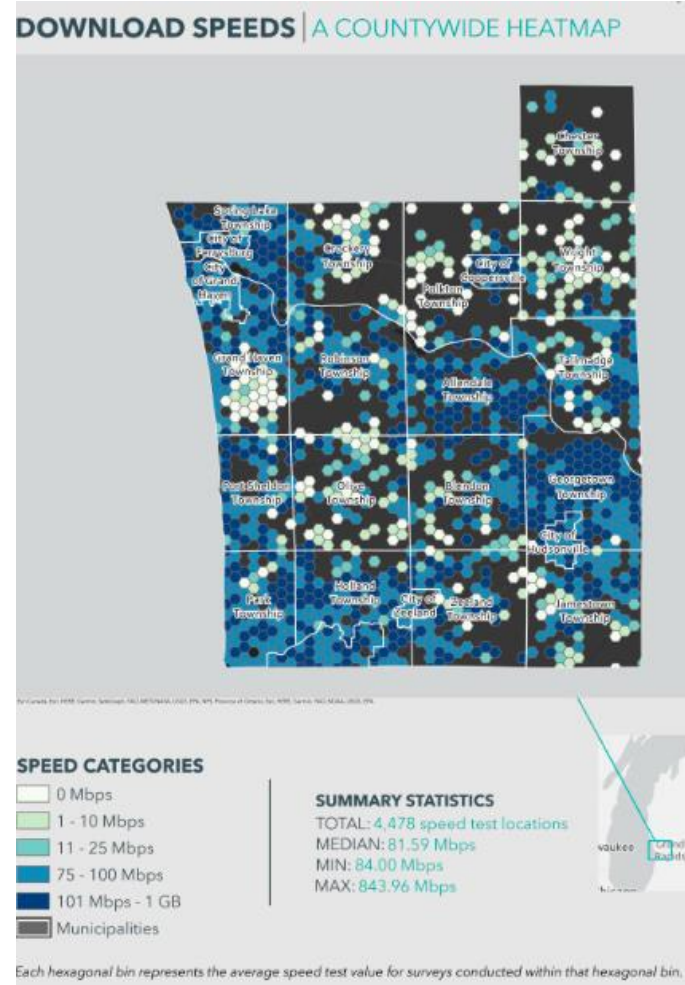
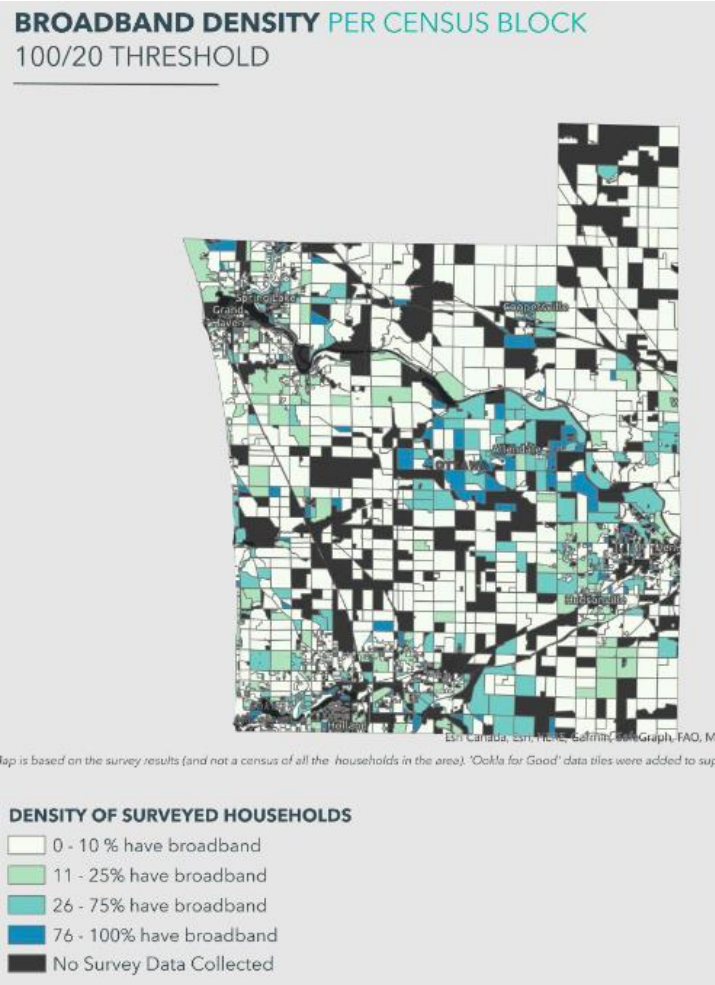
August 2022



- Design and Pro Forma Deliverables
- Market Assessment Summary
- High-Level Design
- Financial Analysis
- Broadband Study Timeline
- Discussion Points
- Next Steps



Value of this is having a complete study to help obtain funding



Convert Market Assessment to a Network Design

- Analyze and Synthesize Data for Decisions
- Clarify objectives of the Middle Mile network
- Confirm county definition of underserved that the Middle Mile should support
- Identify underserved areas based off census blocks
 - Fujitsu will need data behind the maps

For a Middle Mile Network to support mixed Fiber and Wireless service providers



Evaluate Existing Infrastructure

- Fiber and Conduit Resources
- Right of way and Easements
- Installed Equipment
- Towers and Poles
- County Buildings



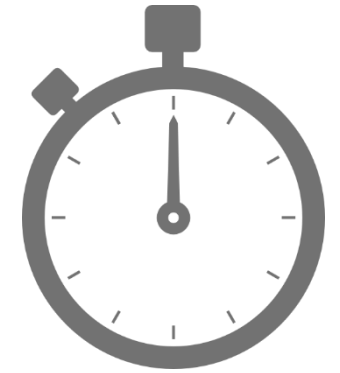
Determine Best Technology and Vendors

- Core and Access technology to be used
- Rigorous evaluation of vendors
- Vendor quality assessment



Architect Network Design

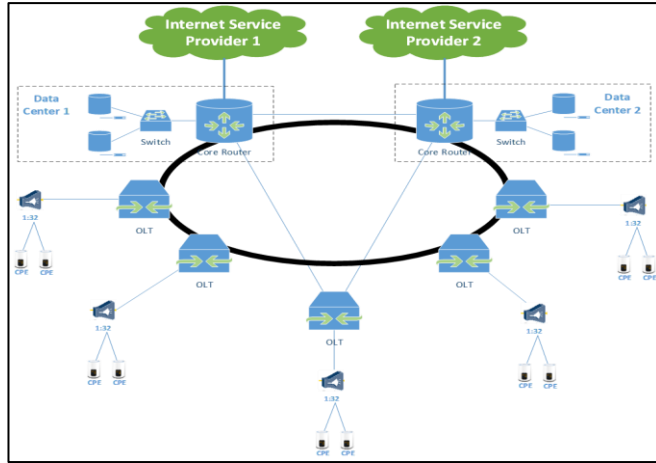
- Outside Plant Fiber Design
- Inside plant electronics
- Middle Mile Network Topology
- GIS Maps
- Fiber distribution
- BOM



Develop Schedule and Timeline

- High level construction schedule
- Project management methodology

High Level Design Sample Outputs



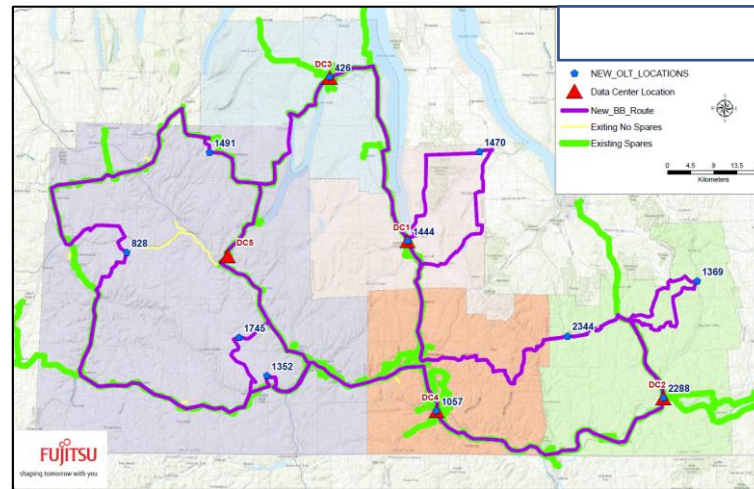
High Level Network Architecture

Item	Calix	Dason-Zhone	Nokia	Item	Nokia	Calix	DZS
Hardened options	Y	Y	Y	Indoor GPON ONT	Y	Y	Y
Varied ONT integration options	Y	Y	Y	Outdoor GPON ONT	Y	N	Y
Broad Portfolio span - OLTs	N ⁵	N	Y	Integrated Indoor GPON ONT/R-GW	Y	N	Y
Possible interoperability issues with other FTtx infrastructure e.g Core Routers	Y	Y	Y ⁶	Integrated Indoor GPON ONT/R-GW/Wi-Fi	Y	N	Y
Single NMS / EMS for FTtx infrastructure	N	Y	Y	Integrated indoor XGS PON ONT/GWWi-Fi	Y	N	Y
Integrated NMS for WAN Core Routers	CC+, CMS	Mountainview	ASM	Integrated Indoor NGPON2 ONT/GW	Y	N	Y
	N	N	N	AC power option	Y	Y	Y
				DC Power Option	N	N	N
				Auto Detect (optional)	N	N	N
				AE support	N	N	N

⁵Calix has new E9 OLT system which is modular and based on AXOS software. This is fairly new platform and has limited options.

⁶Low risk when used with Nokia's in house Routers. However using it with other vendors may pose interoperability issues.

Vendor/Technology Comparison



Fiber Route Mapping

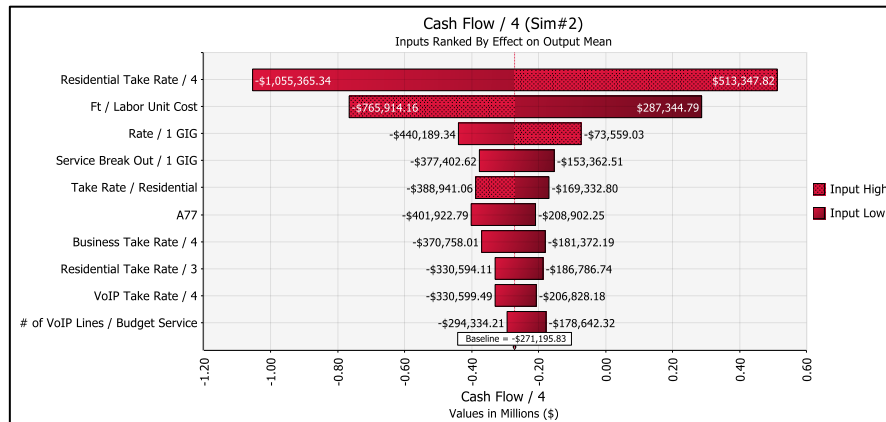
Identify The Best Broadband Solution For Your Specific Needs



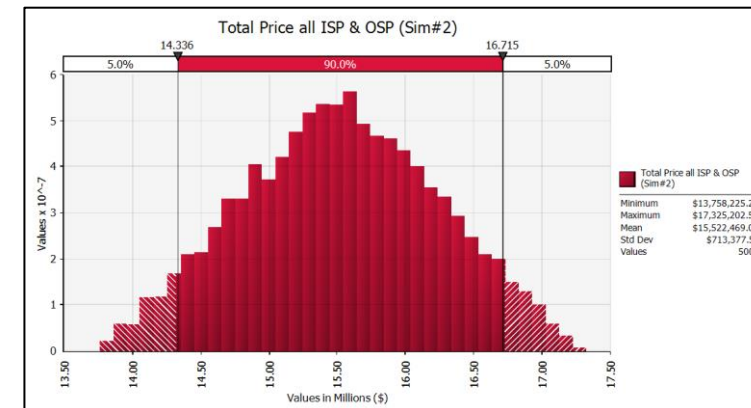
Generate Capex Financial Projections

- Monte Carlo analysis
- Use statistical parameters to better understand cost expectations

Financial Model Sample Outputs



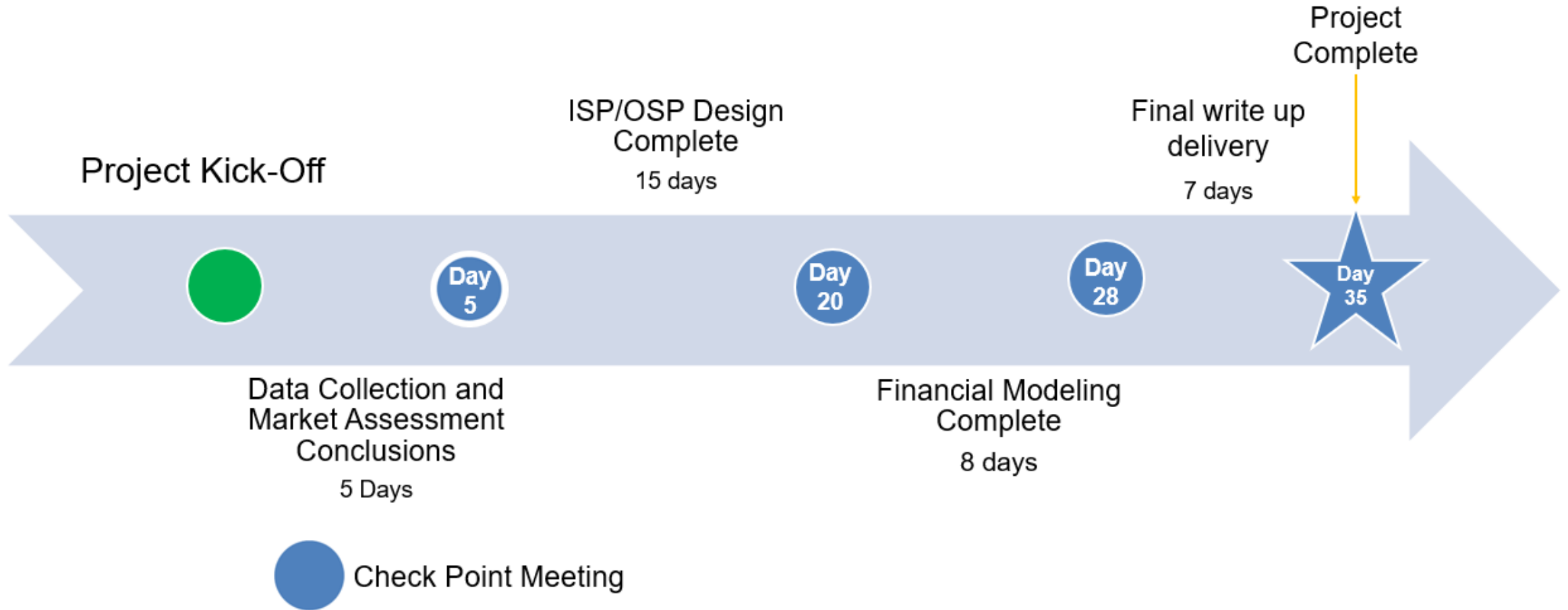
Identify Contributors to Financial Variance



Show Most Likely Outcomes

Detailed Analysis For An Informed Decision

Middle Mile Project Timeline

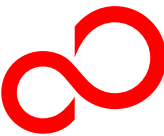


- As part of the County's team, Fujitsu can take this initiative forward to the next stage and beyond.
- Key decision makers are expected to participate in presentations and important discussions
- County and its partners can assist with data gathering
- County and its partners need to work with Fujitsu to set clear project objectives
- Each part of the Design depends on the previous findings and County objectives going forward
- The County expects an open access network infrastructure to support multiple ISP/WISP's
- The County has stated its priority to provide broadband infrastructure to serve the underserved particularly in agricultural areas
- Fujitsu acknowledges that wireless access networks will be supported by the middle-mile network design

Next Steps

- Kick-off meeting to be set upon Fujitsu's Receipt of PO
- Continued data gathering efforts now will expedite the design deliverable
 - Utility Pole Data for County
 - Existing County-owned fiber cable
 - Existing County data center locations
 - Parcel or address data
 - Tower locations

Thank you!



FUJITSU

shaping tomorrow with you

Customer Successes

CHALLENGES

- Existing broadband internet service providers fall short of meeting expectations



KEY OBJECTIVES

- Make world-class, broadband internet services available to all residents, businesses and visitors
- Improve experience of visitors to with carrier-grade Wi-Fi
- Promote commercial and residential growth
- Improve City services and public safety communications

PROJECT DESCRIPTION

- Wireless and fiber optic network to provide 10Gbps+ broadband services
- GPON and active Ethernet technology
- 1 Data Center and 12 Distribution Areas
- 55.5 miles of underground fiber
- 100+ Wi-Fi access points
- 100% homes passed

FUJITSU'S ROLE

- Provided Engineering and Design Study (EDC), including network architecture and design, financials, go to market plan, access service provider evaluation and recommendation and operations and maintenance plan
- Advisor and overall project lead
- Network design and build
- NOC operations and maintenance
- Network Operations management

FUJITSU'S VALUE ADD

- Extensive industry knowledge and experience
- Technology and business consulting
- Fully integrated multi-vendor solution
- Vendor neutral services
- Network operations and maintenance capability

“FairlawnGig will deliver a faster, better, and different Internet service from a trusted local provider, and will significantly aid in our efforts to promote economic development and commercial and residential growth in the City of Fairlawn.”

Fairlawn Mayor William J. Roth Jr., April 23, 2016

NETWORK SOLUTIONS INTEGRATOR FOR MULTI-MILLION DOLLAR MIDDLE MILE NETWORK IMPLEMENTATION	
Project Description	An Ethernet-based core infrastructure that connects 1,097 Community Anchor Institutions (CAI); delivering between 1Gbps to 100Gbps of broadband connectivity over a 3,393 mile fiber network in the State of Kentucky.
Fujitsu's Role	Network Design and Implementation of a new state-wide middle mile fiber network with 10 year ongoing Support and Operations.
Contract Dates	Design Build October 2015 – October 2020 O&M April 2019 – ongoing
Contract Value	\$60M
Fujitsu's Value Add	Created a network platform that will allow the Commonwealth of Kentucky to create a ubiquitous network for urban and rural equality. Experience in creating value between the private and public sector. Local Ongoing Operations and Support capability.
Contact Information	Name: Mike Murray Contact Phone: (512) 557-8542 Contact email: Michael.murray@ledcor.com

Traverse City Light and Power (TCL&P), Michigan

Building a Community-Owned Broadband Network & Enabling Smart Grid



CHALLENGES

- Slow, unreliable internet service from incumbents
- Strong desire to enhance electric grid



KEY OBJECTIVES

- Offer fast broadband internet and VoIP services to city
- Improve grid management
- Grow commercial business and residences
- Improve city services
- Enable tech incubators

PROJECT DESCRIPTION

- Symmetrical data rates up to 1GB residential/commercial + digital voice
- GPON & Active Ethernet technology
- 20 miles of fiber
- 2,000 address Phase 1 complete
- 8,000 address Phase 2 planned
- Accuracy of Phase 1 Design to Actual Construction Footage: 99.9%

FUJITSU ROLE

- Engineering & Design Study
 - Network architecture and design
 - Financials
 - Go-to-market plan
 - Operations and maintenance plan
- Prime integrator: design, build, operate and maintain network
- Stand up the ISP
 - Staffing
 - Service Terms and Rates
 - Marketing
 - User Billing
 - Help Desk / Customer Service

FUJITSU VALUE ADD

- Technology and business consulting
- Single partner accountability
- Turnkey broadband solution

TCL&P has taken a giant step towards meeting our goal of providing ultra-fast internet service community-wide Tim Arends TCL&P Executive Director

Craig-Botetourt Electric Co-op (CBEC) Success Story



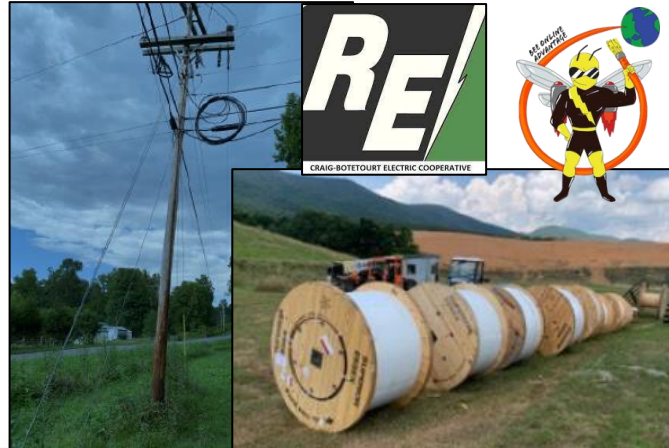
Bringing Reliable, Affordable High Speed Broadband to the Community

CHALLENGES

- Lack of adequate broadband service in CBEC service area
- Very low population density, averaging about five members per mile
- Mountainous and heavily wooded, rural terrain

KEY OBJECTIVES

- Provide reliable, affordable high speed broadband service to community
- Attract new residents and encourage existing residents to stay
- Meet the December 31, 2020 CARES Act deadline for funding reimbursement



PROJECT DESCRIPTION

- GPON Network
- 1 Data Center & 7 distribution areas
- 53 miles of fiber
- 60% take rate

FUJITSU ROLE

- End to end turnkey broadband network provider
- Project management, network design and build, multi-vendor equipment and software procurement, network integration, testing and service turn-up

THE RESULTS

- Provides 700+ potential customers access to high speed broadband services
- Better quality of life with remote work and education, telemedicine and telehealth
- Expect to hit 60% uptake rate by end of 2021
- Phase 2 completed in just 8 weeks, meeting deadline for CARES reimbursement

“The ability of Fujitsu to efficiently manage the overall project while accommodating a very tight turnaround means that we can deliver unmatched, next-generation fiber broadband services to our members at a time when they are most needed.” **Jeff Ahearn, CEO, CBEC**

GRANT AGREEMENT

THIS AGREEMENT is made between Ottawa County, a State of Michigan political subdivision (hereinafter “County”), and _____ (hereinafter “Grant Recipient”).

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (hereinafter “ARPA”);

WHEREAS, the County is going to receive a total of approximately \$57 million in ARPA funds to reimburse the County for lost revenues attributable to the COVID 19 pandemic;

WHEREAS, the County has decided to release some of resulting lost-revenue savings through grants to worthy projects that benefit the Community;

WHEREAS, the Recipient is a Michigan [describe type of entity, including for profit or nonprofit] entity, and has submitted a written request to the County for \$ _____ in grant funds to finance the following project: [describe grant project] _____;

WHEREAS, during their regular public meeting on _____, 2022, the Board of County Commissioners (hereinafter “Board”) approved the aforementioned request from the Recipient subject to the terms and conditions of this Grant Agreement (hereinafter “Agreement”); and

WHEREAS, the County and the Grant Recipient desire to enter into this Agreement:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2024, unless terminated earlier by the County in writing.

2. GRANT FUNDS TO BE DISSEMINATED TO RECIPIENT

The total award of grant funds to be disseminated by the County to the Recipient, as part of this Agreement shall not exceed \$ _____.

3. LIMITATIONS REGARDING THE USE OF GRANT FUNDS

The Recipient shall ensure that all expenditures utilizing Grant Funds received in accordance with this Agreement shall be limited to only those eligible services and activities described in Exhibit A, and the Recipient also agrees to achieve the metrics set forth in Exhibit B. In addition to and without limiting the above, the Recipient shall ensure that all expenditures utilizing Grant Funds are expended in accordance with its application for such funds and all supporting materials which are incorporated by reference herein as Exhibit C.

4. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH THIS AGREEMENT

In order to ensure compliance with the standards and metrics set forth in Exhibits A and B, the Recipient, when requesting reimbursement for eligible Grant Funds, shall provide to the County's Fiscal Services Department, a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any backup documentation to support such expenditures. The invoice must include a statement, signed by the Recipient, indicating that all expenditures therein comport with the guidelines of Exhibit A and exclusively to advance the metrics contained in Exhibit B and are consistent with the representations contained in Exhibit C and as provided in Paragraph 3 above. Reimbursement requests shall be submitted to the County no more than once per month. No reimbursement requests may be submitted to the County after the following date: _____, at least without amendment to this Agreement.

5. DISSEMINATION OF GRANT FUNDS TO RECIPIENT

The dissemination of Grant Funds shall only occur after the County reviews the Recipient's reimbursement request to ensure that all expenditures detailed therein appear to qualify for reimbursement in accordance with Exhibits A, B and C. Upon receipt of the Recipient's reimbursement request as described above, the County shall disseminate Grant Funds for eligible expenditures therein within twenty (20) days of receipt of said reimbursement request, unless the Fiscal Services Department extends this date because it needs more time to verify eligibility of invoiced items.

6. EVOLUTION OF GRANT FUND GUIDANCE FROM THE COUNTY

The County may request additional information from the Recipient, as needed, to meet any additional guidelines that it makes to Exhibit A, during the term of this Agreement, the right to make such unilateral changes being expressly reserved by the County.

7. TERMINATION

Without the need for prior notification, the County may terminate this Agreement immediately at its will upon written notice to the Recipient that the County considers the Recipient to be in breach of this Agreement, after giving the Recipient thirty (30) days to cure. The County may or may not require the Recipient to return Grant Funds paid, in its sole discretion. In the event of a termination and/or demand for repayment, the Recipient covenants that it will not sue the County or any of its officers or agents regarding the termination of this Agreement nor for any loss or damages resulting from the termination of this Agreement.

8. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Recipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.

9. HOLD HARMLESS AND INDEMNIFICATION

The Recipient agrees to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, taxes or fees, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Recipient, its officers, directors, employees, and/or agents relating to the Recipient’s performance or failure to perform under this Agreement and/or its receipt of funds hereunder. This section shall survive the expiration or termination of this Agreement.

10. COMPLIANCE WITH LAWS AND GUIDELINES

In spending the Grant Funds and operating the funded project, the Recipient shall comply with all federal, state, and local laws.

11. MAINTENANCE AND AUDIT OF RECORDS

The Recipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees. If it is determined during the course of the audit that the Recipient was reimbursed for unallowable costs under this Agreement or any statute, rule, or regulation regarding the expenditure of such funds, the Recipient agrees to promptly reimburse the County for such payments upon request.

12. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Recipient: [Position and address]

County: Fiscal Services Director, 12220 Fillmore Street, West Olive, MI 49460

13. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

14. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest as defined in MCL §15.321 *et. seq.*

15. TIME

Time is of the essence in this Agreement.

16. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

17. MERGER AND AMENDMENT

This Agreement constitutes the entire agreement between the County and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement. No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties and signature in a like document.

18. GOVERNING LAW

The Agreement shall be governed in all respects by the laws of the State of Michigan, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Ottawa County, Michigan pursuant to MCL §600.1615.

19. NON-WAIVER

No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.

20. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. ASSIGNMENT

The Recipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.

22. NO THIRD-PARTY BENEFICIARIES AND NON-WAIVER

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This Agreement cannot be enforced by a third party, nor shall it be construed as a waiver of the County's governmental immunity.

23. CIVIL RIGHTS COMPLIANCE

With respect to the project funded herein and expenditure of Grant Funds, Recipient promises that it shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department’s implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department’s implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

24. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

25. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. TAXES

The Recipient shall be solely responsible for any and all local, state, or federal taxes and/or fees associated within this distribution of funds and the County shall not undertake any withholdings for such purposes.

27. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below: Dated this _____ day of _____, 2022.

RECIPIENT

OTTAWA COUNTY, MICHIGAN

By: _____
_____, Its: _____

By: _____
Matt Fenske, Chairperson
Ottawa County Board of Commissioners

By: _____
Justin F. Roebuck, County Clerk

Action Request



Committee: Board of Commissioners

Meeting Date: 08/23/2022

Requesting Department: Department of Strategic Impact

Submitted By: Paul Sachs

Agenda Item: Eviction Prevention Program ARPA Funding Request

Suggested Motion:

To approve the 58th District Court's request for \$2 million in ARPA grant funding over 3 years to support the Ottawa County Eviction Prevention Program.

Summary of Request:

The Ottawa County 58th District Courts in partnership with Good Samaritan Ministries is seeking catalyst funding for the County-led Ottawa County Eviction Prevention Program (OCEPP). This funding will enhance and stabilize programming that was perfected throughout the COVID-19 pandemic through the initial infusion of various federal aid initiatives; a program that has already shown to be effective in addressing a housing instability crisis for area residents. The request is for \$2M over a 3 year period, FY23-FY25. The suggested ARPA priority bucket area for this request is "affordable housing".

This request for funding was recommended for funding by the ARPA Task Force at its meeting on August 11, 2022.

Financial Information:

Total Cost: \$2,000,000.00	General Fund Cost: \$2,000,000.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Objective: Goal 2, Objective 1: Consider initiatives that contribute to the economic health and sustainability of the County and its' residents.

Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: *John Su*

Committee/Governing/Advisory Board Approval Date: 08/16/2022

Finance and Administration Committee

Q1. The American Rescue Plan Act (ARPA), a COVID-19 relief package, was signed into law in March 2021. This Act includes billions in federal funding for state and local governments. This federal aid is intended to address economic impacts of the pandemic and ensure a strong recovery. Determined to utilize these one time federal resources wisely, Ottawa County formed the American Rescue Plan Act Committee. Appointed by the Board of Commissioners, the Committee is comprised of community members representing a cross-section of local public and private organizations. The Committee's sole purpose is to guide the Board of Commissioners on how to spend the \$57 million that the County has received from ARPA.

ARPA Committee members have identified needs within their area of expertise and are assisting County officials with drafting funding options and priorities. To ensure projects funded by ARPA dollars benefit all who live and work in Ottawa County, the Committee identified five categories, or "buckets", of high level priorities.

This application is intended for county departments/courts to submit their project idea/proposal which can be categorized under the "county/courts-led initiatives" bucket. Other "bucket" ideas can be submitted as well, where appropriate, and will be shared with the respective bucket manager for further consideration. The Ottawa County Department of Strategic Impact will serve as the internal bucket manager for the "expanding broadband access" bucket. The current target date to receive project applications is September 30, 2022.

For questions, please call 616-738-4852 or email plan@miottawa.org. To learn more, please visit the [ARPA webpage](#).

Q30. **For Reference:** The County's ARPA Committee developed specific "Lenses for Evaluating Projects" as a means to guide the decision-making process for assessing and selecting projects to receive funding. Priority for funding will be placed on the projects that satisfy the following:

- The project is designed to address a known and demonstrated need.
- The project addresses a needed change in societal opportunity and/or eliminates disparities and gaps in opportunities for underserved and underrepresented populations.
- The project would not otherwise materialize without a significant infusion of County dollars.
- The opportunity for the project to sustain itself long-term after the initial infusion of dollars is legitimate.
- The long-term, transformational impact of the project, including its return on investment based on verified outcome-based results, can be quantified.

Q2. Project name:

Ottawa County Eviction Prevention Program

Q3. Estimated funding request (\$):

2,000,000

ARPA Funding Prioritization Buckets



County Initiatives

Enhancing the delivery of cost-effective, impactful public services which support the needs of residents and businesses is an ongoing priority of the County.

Countywide Broadband

High-speed internet access remains inconsistent across Ottawa County. ARPA funds can further the Comprehensive Digital Inclusion Strategy, with the ultimate goal of establishing universal access to broadband.



Affordable Housing

Working collaboratively with industry experts and local governments, will use ARPA funds to develop and deploy solutions to this ongoing critical shortage.

Social/Human Service

Ottawa County will work with local governments and area nonprofits to address social and health disparities (such as mental health, childcare/early childhood development) exacerbated by the pandemic.



Business Stabilization

With guidance from business leaders and local governments, the County will work to create programs for businesses large and small hurt by the pandemic.

Q4. Ottawa County and its [ARPA Committee](#) have identified five funding priorities to use in distributing ARPA dollars. Please select one of the five categories listed below that best describes the project.

- County/Courts-Led Initiative
- Expanding Broadband Access
- Affordable Housing
- Social/Human Services Need
- Business Stabilization Need

Q5. Please provide a brief description of the project:

The Ottawa County 58th District Courts in partnership with Good Samaritan Ministries is seeking catalyst funding for the County-led Ottawa County Eviction Prevention Program (OCEPP). This funding will enhance and stabilize programming that was perfected throughout the COVID-19 pandemic through the initial infusion of various federal aid initiatives; a program that has already shown to be effective in addressing this housing instability crisis for area residents. The Ottawa County Eviction Prevention Program will reduce homelessness and evictions for over 500 Ottawa County residents per year, decrease family trauma, lighten court loads, and provide housing supports for our workforce that will create economic stability for area residents, local property owners, and businesses. This program will eliminate unfavorable housing conditions in Ottawa County which are harmful to the public welfare of area residents. It will supply short-term financial assistance that can support residents in maintaining their rental units when an unforeseen economic loss places their housing stability in jeopardy. It provides essential early intervention case management services to help families address areas that could later impact their housing stability in the future.

Q6. Please select one of the following options to describe the project:

The project is a...

- New initiative
- Continuation of an existing initiative
- Upgrade to an existing initiative
- Other:

Q7. Please select one of the following options to describe the funding request:

Funds will be used for...

- Funding a program
- Making a one-time purchase
- A large capital construction/installation project
- Individual distribution (e.g., resident or home)
- Other:

Q8. Are you leveraging other funds for this effort?

- Yes
- No

Q9. If yes, provide the source and amount of other funds.

Q10. Source:

Public and Private funding, landlord contributions, tenant payback

Q11. Amount (\$):

Estimating these sources will match budget for year 2 and beyond.

Q12. Briefly describe the timeline of the project.

Q13. Start date of expending funds:

October 1, 2022

Q14. End date of expending funds:

December 31, 2023

Q15. Please describe how this project will be sustained long-term after the expenditure of ARPA funds. If the project is not intended to be sustained long-term, please describe that rationale as well:

The Ottawa County Housing Commission and Good Samaritan have studied both State-wide and National eviction prevention models. These models outline how to build sustainable programming that leverages both private and public funding. Building upon these established models as well as utilizing our established landlord connections, Good Samaritan plans to promote a combination of a landlord fee-based program, and a tenant repayment plan coupled with private and public funding to create sustainability. A focus on early intervention will also help lower the rental assistance costs in programming that can foster greater longevity. The courts are confident, based on studies of national models, early conversations with local supporters and the strong relationship both the courts and Good Samaritan have with area landlords that this partnership will build a funding model that, with this catalyst grant, will allow the time and pace for funding to be refilled. It is important to note, that while other housing service providers in our county and across the State of Michigan gave back money to the State during the pandemic, Good Samaritan's effective and efficient prevention model was allocated new funding, both locally and from the State, at several points equating to millions of dollars of needed rental assistance that benefited vulnerable Ottawa County residents during the darkest times of the pandemic. This speaks to not only the commitment of this agency to provide quality services that is recognized at a State-level but should also give surety to their commitment to sustainability to benefit area residents.

Q16. If not awarded ARPA, please describe how this project will still materialize, if at all:

As a county, we will not be able to build an impactful eviction diversion program that provides the housing stability opportunities our residents need without the infusion of a major catalyst grant such as ARPA. This funding, created to support the country's recovery from the economic and health effects of the COVID-19 pandemic and the active recession, is essential to the program and its longevity. It is not viable without this funding.

Q17. Briefly describe the target population to be served by the project:

As stated in the Prevention Program White Paper dated April 28, 2022, prepared by the Ottawa County Department of Strategic Impact, "according to the latest Census data, 7.9% of residents in Ottawa County live below the poverty line, and the average rental rate in the County is \$932/month which is the highest of the surrounding Counties. Trends from previous Census data indicate this number is increasing. Ottawa County's housing needs and increasing rental costs present a growing need for assistance among low-income residents." The Ottawa County Eviction Prevention Program of the 58th District Courts and Good Samaritan Ministries is specifically designed to serve this growing population of low-income, rent-burdened residents of Ottawa County. Without early intervention, area employees will face eviction and homelessness, costing the courts time and money, leaving landlords without rental income, and destabilizing individuals, families, businesses and the local economy. This program will serve households at-risk of experiencing homelessness who do not qualify to receive assistance through current Federal and State funding sources. All assisted households must: a) be residents of Ottawa County b) have a total household income below 50% AMI (0-30% will be prioritized) c) be deemed to be at considerable risk of not maintaining housing stability due to non-payment of rent As with all other Good Samaritan programming, households will be served regardless of race, color, national origin, religion, sex, age, familial status, disability, actual or perceived sexual orientation, gender identity, marital status, or any other protected class.

Q18. What is the estimated number of individuals and/or small businesses to be served by the project?

Q19. Number of individuals:

500+ per year

Q20. Number of small businesses:

In the first 6 months of eviction prevention programming tenants from 369 different local businesses across several industries were kept housed. Stable housing is a critical factor in helping employers to retain a stable workforce.

Q21. Will the project address a needed change in societal opportunity and/or eliminate disparities and gaps in opportunities for underserved and underrepresented populations?

Yes

No

Q22. If yes, please explain.

Unfortunately, our society's housing policies and practices have a long history of reinforcing disparities and creating gaps in opportunities for underserved and underrepresented populations (i.e., redlining, segregated housing practices). Over the last 12 months, the Ottawa County 58th District Court, and Good Samaritan partnered with the mathematics department at Grand Valley State University, to analyze Ottawa County court data on evictions. Their research uncovered that ethnicity and not economics was the leading factor of tenants brought to court for eviction. Armed with this data Good Samaritan and the Courts are prioritizing accessibility and communications to underserved populations and ramping up translation services, while continuing to partner with Fair Housing Center of West Michigan to address any potential discrimination. For more detailed information, please see attached letter provided by David Austin, Mathematics Professor at Grand Valley State University.

Q23. Please describe the anticipated outcomes of the project (e.g. closing gaps in access, achieving universal levels of service, addressing critical needs):

Current prevention programming coupled with supportive services have shown to be highly effective in stabilizing housing for low-income residents. We believe given current program outcomes and national averages, that 90% of area residents accessing this program will avoid an eviction and maintain housing stability. Other anticipated outcomes of the project include: • Prevent homelessness • Reduce number of evictions • Trauma reduction for adults and children facing displacement • Prevent cost to the community (rent payments versus shelter costs) • Positive outcomes with property owners with resolved outstanding rent • Resolve landlord/tenant disputes through legal and/or mediation services • Increase housing quality standards • Landlord financial buy-in for program sustainability The suggested outcomes will be evaluated and/or assessed in close collaboration with the Department of Strategic Impact.

Q24. Please provide us with your contact information.

Name:	Judge Bradley Knoll/Drew Peirce
Organization:	58th District Court/Good Samaritan Ministries
Phone:	616.392.6991
Email:	bknoll@miottawa.org

Q25. Type of organization:

- County
- Local unit
- Non-profit
- Private sector

Q26. If you'd like to share additional information, please include that in the space below. Supporting documentation may also be submitted using the file upload option below.

This Eviction Prevention Initiative received the City of Holland Social Justice Award for Housing in the winter of 2020, and the Good Samaritan staff member overseeing the project implementation for this program received the West Michigan Fair Housing Award in 2021.

Q32. Upload supporting documentation here:

[Ottawa County Eviction Prevention Program Packet.pdf](#)

18.8MB
application/pdf

Q27. You may submit this application by clicking the blue arrow button below. For questions, please call 616-738-4852 or email plan@miottawa.org

Location Data

Location: ([42.7686, -86.117](#))

Source: GeolIP Estimation



OTTAWA COUNTY EVICTION PREVENTION PROGRAM

*Collaborative Proposal by Ottawa County 58th District Court
in partnership with Good Samaritan Ministries*

BACKGROUND

In 2020, the Ottawa County Housing Commission released a housing metrics report that indicated an alarming reality; that lower-income renters in Ottawa County (50% AMI and below) were highly cost-burdened by housing, which meant residents were paying substantial portions of their income towards housing to live and work in this community. Since that report, rental prices have soared, raising both the number and the degree of housing cost-burdened community members. For example, in 2019, a renter could still rent a one-bedroom unit for \$650 a month, but now that same unit costs over \$1000 a month. For working Ottawa County residents, who deliver our mail, fill our grocery aisles, cut our grass, paint our buildings, teach our children, care for our sick, remove our trash, and provide all the other services that make this a thriving place to live, this rising housing cost-burden is a crippling blow to their overall wellness and stability. For these families, any unexpected financial loss is likely to end with an eviction if there are not sufficient supports and programs to address this need. Essentially, like the rest of our nation, in the wake of the Covid-19 pandemic, Ottawa County residents are facing a housing instability crisis, which invites and warrants a county-wide and county-supported solution that needs to be addressed now, as essential State and Federal Covid-relief programs set to end in September 2022.

Therefore, the Ottawa County 58th District Courts in partnership with Good Samaritan Ministries is seeking catalyst funding for the County-led Ottawa County Eviction Prevention Program (OCEPP). This funding will enhance and stabilize programming that was perfected throughout the COVID-19 pandemic through the initial infusion of various federal aid initiatives; a program that has already shown to be effective in addressing this housing instability crisis for area residents.

The timing for a permanent, sustainable County Eviction Prevention Program could neither be more critical, nor more set-up to succeed. As state and Federal Covid-relief programs end, we will see a significant increase of Ottawa County residents at risk of homelessness. Nonprofits and government agencies are beginning to prepare individually and collaboratively for the loss of important safety nets put in place during the pandemic. Between the decrease in SNAP benefits, potential loss of Medicaid benefits, and rising costs of living, housing stability will be in greater jeopardy without a thriving Eviction Prevention Program. It needs to be in place, so Ottawa County continues to keep residents housed and working through these challenging times.

At the same time, a permanent County Eviction Prevention Program could not be more set-up to succeed. Over the past two years, staff at all three court locations and Good Samaritan have perfected this county-wide collaboration. Outpacing and outperforming most counties in Michigan, this now experienced and expert staff are ready to continue programming to serve our county. A gap in this work will lead to a loss of knowledgeable staff, an increase in eviction demands on the courts, loss of housing for many residents, and strain area nonprofits, county agencies, and businesses.

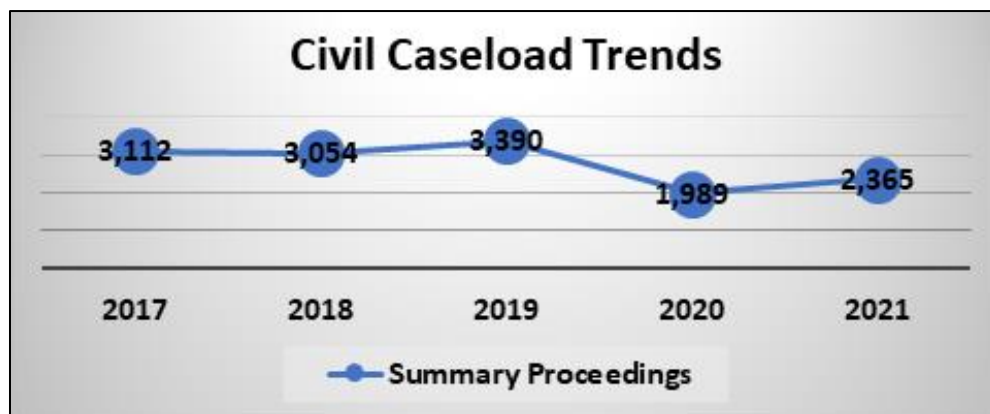
OVERVIEW

The Ottawa County Eviction Prevention Program will reduce homelessness and evictions, decrease family trauma, lighten court loads, and provide housing supports for our workforce that will create economic stability for area residents, local property owners, and businesses.

This program will eliminate unfavorable housing conditions in Ottawa County which are harmful to the public welfare of area residents. It will supply short-term financial assistance that can support residents in maintaining their rental units when an unforeseen economic loss places their housing stability in jeopardy. It provides essential early intervention case management services to help families address areas that could later impact their housing stability in the future.

This program will build upon the County’s initial eviction prevention initiative that began in 2020 which preemptively addressed rising housing instability that was a direct result of the job losses and income reductions of County residents because of the Covid-19 pandemic. An influx of rental assistance funding from the State of Michigan allowed the Courts and Good Samaritan to build this robust program that streamlined eviction prevention assistance to reduce evictions after the moratorium ended. As seen below, there were 1,000 less case filings in 2021 when the eviction program was active as compared to 2019, when there was no program.

OTTAWA COUNTY DISTRICT COURT CASELOADS



Collected from Ottawa County Court Data 2022

Unfortunately, in the wake of the pandemic, housing costs have remained higher than expected in Ottawa County and inflation has soared, which are indicators of more evictions to come. As stated in the 58th District Courts Annual Report:

“It is important to recognize that community rental housing problems will not end when the current public health crisis does. The inherent problems in our community involving the lack of low-cost housing will persist and potentially be significantly worse based on inflation, soaring housing prices and a possible looming recession. Ottawa County residents would be well-served by a permanent Eviction Diversion Program. **The Court has consistently seen in all areas of its docket, including in our Specialty Courts and criminal dockets, that persons with secure and sustainable housing are better able to maintain and/or advance their employment/education status, achieve sobriety, and reduce recidivism while improving the quality of their lives and their families’ lives.** The recent pandemic demonstrated the viability of a cooperative and extremely effective Eviction Diversion Program which can form the model for a sustainable similar program for people whose housing issues are not related to the pandemic. This is why Chief Judge Knoll is continuing his efforts to advocate and work closely with the Ottawa County Housing Commission, Good Samaritan Ministries and our other key partners and stakeholders to identify additional programmatic needs and obtain sustainable funding necessary for a permanent Ottawa County Eviction Program.”

Research has shown that Eviction Prevention programs create an equitable way for property owners and tenants to reach agreements outside of the formal court process, which reduces court dockets and allows the courts to spend time on cases that deserve robust court involvement, which is cost effective for everyone.

Prevention programs also drastically impact housing and economic stability for community residents and businesses, by reducing housing displacement that create employment disruptions. As area business owners speak about in their attached letters of support, turnover in staffing due to housing displacement from evictions could cripple an already strained business economy during a time when there is an unprecedented need for skilled workers to fill vacancies.

Over the past year, Good Samaritan has been collecting data from eviction prevention program participants. The initial dataset sample in the chart below is an overview of local employers and employees who benefitted from the program in the first six months.

These numbers indicate that in those months, 369 local businesses had employees who needed rental assistance and prevention-based support services to help stabilize their housing. This data highlights how the program provides services to area residents who are employed across multiple local industries.

OTTAWA COUNTY EMPLOYER IMPACT CHART – SIX MONTH SAMPLE

Employer Type Category	Number of Employers with Employees Accessing Prevention Services	Breakdown of Overall Eviction Program Participants working in Employer Category by %
Manufacturing/Industry	89	26.7%
Hospital/Medical Care	42	12.3%
Fast Food/Restaurants	51	11.1%
Retail/Grocery	30	8.9%
Temp Employment	20	6.8%
Delivery	15	6.4%
Property Mgmt./Home Care	22	4.3%
Technology/Communication	6	4.3%
Nonprofit	14	3.1%
Automotive	13	2.4%
Wholesale	10	2.4%
Construction/Trades	12	2.1%
Self Employed/Other	8	2.1%
Government	8	1.9%
Hospitality	10	1.7%
Education/Child Care	8	1.4%
Professional	3	0.5%
Commercial Carrier	3	0.5%
Financial/Banking	3	0.5%
Security	1	0.2%
Public Transportation	1	0.2%
Total Number of Distinctive Employers with Employees Accessing Prevention Services: 369		

Good Samaritan Ministries Eviction Prevention Employer Data Sample: March 2022

Ottawa County is known for being a safe, welcoming, family-oriented community that promotes the welfare of both adults and children, and yet, in the wake of the pandemic, the number of children who are being impacted by housing instability is disconcerting. Based on recent statistics, there have been nearly 2,600 County residents who needed prevention assistance over the past 10 months, and 56% of them were children.

Fortunately, leaders in the County have been working diligently to address this pressing need. In recent months, the Ottawa County Housing Commission, with leadership from the Ottawa County Department of Strategic Impact, has been working in partnership with the Ottawa County 58th District Courts, Good Samaritan Ministries, Legal Aid of West Michigan, and other community partners to address this Ottawa County housing affordability issue. As our community attempts to recover from the pandemic, these work sessions formed to address the devastating impact the impending loss of Covid-related State and Federal assistance in September 2022 would have on the stability of our area residents and businesses. This has led

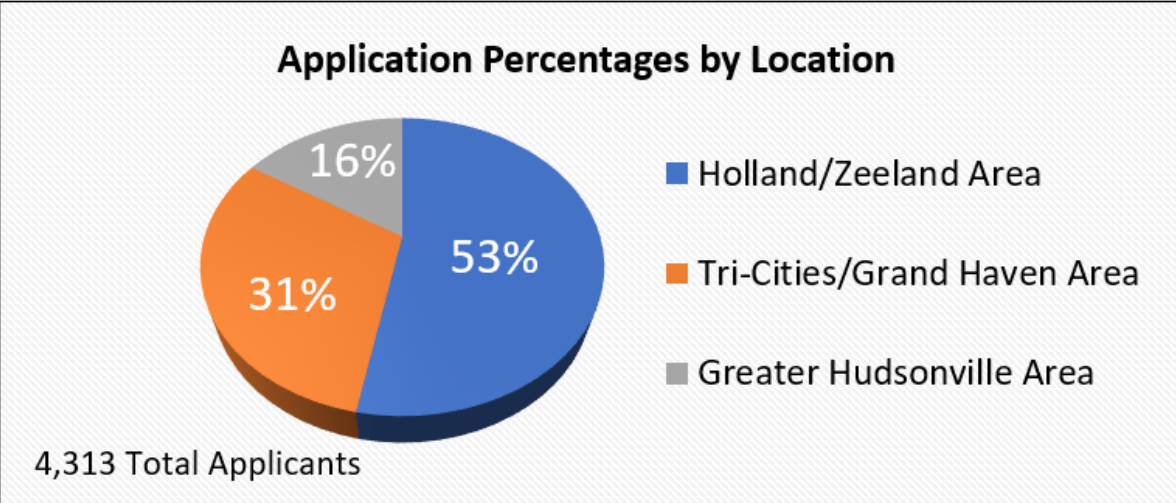
to the research and planning report attached to this application. As outlined in that report, studies have shown that Eviction Prevention Programs are able to drastically impact housing and economic stability for families by intervening before a housing crisis leads to an eviction that disrupts employment, education and the overall health and well-being of community members. Through the Covid-19 pandemic, the work locally done in collaboration between the Ottawa County 58th District Courts and Good Samaritan Ministries has proven that prevention measures work and, building on this proof of concept, this catalyst funding will allow for an established, sustainable, and effective eviction prevention program to support the needs of Ottawa County residents.

PROGRAM SUMMARY TODAY AND IN THE FUTURE

For over 10 years, Good Samaritan has provided housing assessment and referral services to Ottawa County residents as the designated lead agency in our County’s homeless service system that is overseen by the Lakeshore Housing Alliance under the direction of the Greater Ottawa County United Way. As the lead housing assessment agency, Good Samaritan provides housing intake, assessment, financial assistance, case management and supportive services for all Ottawa County residents facing an eviction or experiencing homelessness. In the past 10 months, Good Samaritan staff have completed 4,313 homeless prevention assessments and provided prevention services and financial assistance to nearly 2,600 Ottawa County residents.

The following chart is pulled from data collected from these 4,313 residents and demonstrates that the need for assistance and the provision of such assistance is a county-wide endeavor.

OTTAWA COUNTY PREVENTION NEEDS CHART



Good Samaritan Ministries Eviction Prevention Application Data as of August 2022

Providing these eviction prevention services long-term will require few changes to the current program being implemented and utilized by the Ottawa Courts and Good Samaritan. **This one-time, transformational investment will provide Ottawa County an opportunity to sustain this critical programming that was required throughout the pandemic and is now a necessity given our current economy.** This will allow Ottawa County to fully establish the proven sustainability models to serve our residents into the future as demonstrated by thriving counties across the country.

The Ottawa County Eviction Prevention Program will follow the best practices of a progressive engagement model, which utilizes a defined assessment tool that reduces personal bias and streamlines distribution of financial and case management services based on need instead of a one-fit program while taking into consideration how BIPOC (Black, Indigenous, and people of color) and residents with special needs may have experienced housing discrimination, and address barriers that go beyond non-payment of rent.

This model saves time and reduces cost and has a history of being highly effective in preventing evictions.

Housing screenings for the program will be done in-person at the local court houses, in-person at Good Samaritan's Holland or Grand Haven offices, as well as provided over the phone when necessary. Good Samaritan has several staff already trained and ready to provide services, three of which are bilingual, and some staff who have experienced housing instability themselves and therefore provide a lens and awareness that can only be garnered through personal experience. District court judges and staff will continue to emphasize eviction services and give tenants opportunity to apply for assistance ensuring that eligible residents have the opportunity and connection necessary to receive prevention services whenever possible. As done today, non-eligible residents will receive seamless referrals to community such as Legal Aid of West Michigan, Mediation Services, and the Department of Health and Human Services for other assistance and support.

Ottawa Residents approved for programming must have a 7-day notice or court summons, and will receive financial assistance, up to \$3000 to assist with their outstanding balances with their landlords. Landlords must provide a W-9 in order to participate and receive payments. If a housing unit is determined to be uninhabitable, landlords will be given the option to complete necessary maintenance on their unit within 30 days, or payment will not be provided. Good Samaritan works closely with the Fair Housing Center of West Michigan and any discriminatory practices will be disclosed quickly to the appropriate channel. Good Samaritan has a finance staff and process in place for the approval and distribution of rental dollars and is accustomed to successfully completing monthly audits that are currently being done through MSHDA, so transparency of programming and rent provision will be documented and above reproach.

Research shows that other national programs using similar modeling have experienced long-term impacts that result in a 95% success rate of avoided evictions due to non-payment in their

communities, and after two years of programming, prevention statistics for Good Samaritan are at 98%.

OTTAWA COUNTY EVICTION PREVENTION PROGRAM 3-YEAR BUDGET

	2022-23	2023-24	2024-25
Revenue			
Donations/Grants	\$80,000.00	\$150,000.00	\$150,000.00
Public Funding (MSHDA)	\$150,000.00	\$150,000.00	\$270,000.00
Business Participation Fee	\$40,000.00	\$50,000.00	\$50,000.00
ARPA Funding	\$1,200,000.00	\$600,000.00	\$200,000.00
Landlord Participation Fee	\$40,000.00	\$50,000.00	\$50,000.00
*Tenant-based Rent Reimbursement	\$270,000.00	\$350,000.00	\$350,000.00
Revenue Subtotal	\$1,780,000.00	\$1,350,000.00	\$1,070,000.00
Expenses			
Staff	\$224,970.00	\$224,970.00	\$224,970.00
Landlord Reimbursement Costs	\$1,400,000.00	\$1,000,000.00	\$720,000.00
Administrative Costs	\$155,184.00	\$124,970.00	\$124,970.00
Expenses Subtotal	\$1,780,154.00	\$1,349,940.00	\$1,069,940.00

*\$700 Average Tenant Payback

*500+ Families Stably Housed

This funding allocation from the public sector will allow for an expansion of services that welcomes the private, corporate, and philanthropic sector into the eviction prevention process, and serves as a valuable first step in reducing evictions and garnering financial support for program longevity. Good Samaritan will deploy a multi-stream approach to securing ongoing funding for the continuation of this critical program. Like other successfully sustainable prevention programs in the country, we will secure private, corporate, and philanthropic grants from area non-profit foundations, a few of which have already expressed interest, should it be supported here. Public funds will be researched and applied for, specific to this pivot towards prevention. And, similar to other best practice and sustainable models both in Michigan and Nationally, landlords and apartment complex owners, with a vested interest in keeping good paying tenants in rental units and avoiding eviction proceedings, will contact Good Samaritan once a tenant falls behind on payments, and will pay into the process as part of the benefit of receiving housing stability program services. This allows early case management to address the situation, encourage program sustainability, and reduce the number of cases that end up in the court system providing stability for the greater Ottawa County community.

Ottawa County Eviction Prevention Program

Budget Narrative

Based on careful research of successful and longstanding state and national models of Eviction Prevention Programs, combined with the proven revenue practices in the CERA program and strong indicators from public and private funding, the 58th District Court and Good Samaritan Ministries feel very confident in the budget proposed that will keep over 500 Ottawa County residents stably housed per year for many years to come. This sustainable program will save Ottawa County millions of dollars in the coming years that otherwise would be dedicated to managing the support of those evicted, while keeping businesses thriving with stable employees and the courts from an overwhelming number of eviction cases.

The following factors have been carefully considered to arrive at this proposed budget plan:

1. Revenue

- a. **Donations/Grants** – Based on preliminary conversation with private donors and foundations, we believe the fundraising targets fall well within our ability to raise support for this transformative program.
- b. **Public Funding (MSHDA)** – Public funding is already committed for over \$90,000 to prevention work. Additionally, we see the prioritization of public funding beginning to shift towards prevention. We believe this shift will provide an increase in support funding for this work.
- c. **Business Participation Fee** – Businesses have seen the value of employees staying housed and have begun to develop contribution-based investments in supporting their workforce. We believe, based on a low investment of \$100 per employee receiving assistance, businesses will support this work for their employees.
- d. **ARPA Funding** – The stepdown approach to catalyst funding will allow the 58th District Court and Good Samaritan Ministries to meet the stability the housing needs of the hundreds, while giving time for the other revenue streams to be fully developed and sustain the program beyond launch funding.
- e. **Landlord Participation Fee** – Based on current modeling with landlords and the value of stable tenants this low fee, proven in National models and throughout the CERA program, will be embraced by landlords. Currently landlords pay on average \$150 to process an eviction in court, have forgiven in the CERA program on average \$400 per tenant in rent owed, and close to \$6,000 in personal costs per eviction. This low fee will be a welcome amount for the services and dollars they will receive.
- f. ***Tenant-based Rent Reimbursement** – This number is based on tenants repaying on average \$700 of rent owed through a conditional dismissal and settlement agreement over a six month period. Our experience, based on both the early Eviction Prevention program for Ottawa County and our experience with tenant payments through our MSHDA funded programs, makes this a viable repayment over time. Additionally, it takes a strength-based approach giving tenants a desired opportunity to be contributors and owners of their path out of debt.

2. Expenses

- a. **Staff** – This budget proposed the critical opportunity to keep expert staff of four leading this program, be present at each of the courts, offer case management and tenant-landlord mediation, and administer these funds efficiently and effectively.
- b. **Landlord Reimbursement Costs** – We know that in the first year of transitioning from the CERA program rent amounts will be higher. In subsequent years, because of the ability to intervene early in the process, the amount of rent assistance needed will be lower, enabling us to assist the same number of Ottawa County residents with less financial rent assistance.
- c. **Administrative Costs** – This expense line will equip Good Samaritan ministries to efficiently and effectively operate this program with excellence.

BRADLEY S. KNOLL
CHIEF JUDGE

CRAIG E. BUNCE
JUDGE

JUDY K. MULDER
JUDGE

JUANITA F. BOCANEGRA
JUDGE



STATE OF MICHIGAN
FIFTY-EIGHTH JUDICIAL DISTRICT COURT

LORI J. CATALINO, J.D.
DISTRICT COURT ADMINISTRATOR

85 WEST EIGHTH STREET
HOLLAND, MICHIGAN 49423
PHONE: 616-392-6991
FAX: 616-392-5013

August 5, 2022

ARPA Task Force Members
12220 Fillmore Street
West Olive, MI 49460

Dear Task Force Members,

Since the implementation of the current Eviction Prevention Program, our court has been able to work in new and incredibly effective ways to avert evictions. Almost all the non-payment of rent cases are being resolved by awards from Good Samaritan covering past due rent. This program allows me to best serve the community, and to ensure those who come to my court for evictions receive what they need, and I can direct the court process that works best for all. The bottom line is eviction prevention programs work for tenants, landlords and the court, and create stability for our county residents and businesses.

The program has been successful because of the extraordinary efforts of court staff, Good Samaritan Ministries, and the attorneys with Legal Aid of Western Michigan. The judge's role in the process is more-or-less that of a messenger, facilitator, and quality control supervisor. The cooperation of the landlords and their attorneys has also been critical to the success of the current eviction prevention program. Originally skeptical, the landlords have almost unanimously agreed to participate in the program.

As successful as eviction prevention has been, the COVID pandemic, and resultant housing issues remain a critical problem for our community. That problem is approaching a crisis stage as deadlines approach for the filing and processing of applications for relief because the State-funded rental dollars are expiring in September 2022.

Ottawa County residents would be well-served, by a permanent eviction prevention program. Such programs have been successfully implemented in Kalamazoo and similar-sized communities. The sources of funding for these programs vary from governmental funding, including a housing millage, foundation grants or contributions by local industry and landlords, and these same funding source will be utilized here for sustainability.

Persons with secure housing are better able to maintain employment and provide for the care of their families. The homeless population is a source of a disproportionate share of law enforcement and mental health crisis response needs. The recent emergency demonstrated the viability of a cooperative eviction prevention program which can form the model for a similar program for people whose housing issues are not related to a community-wide emergency.

A permanent, sustainable Eviction Prevention Program is critical to our community now. Continuing to work with Good Samaritan in this capacity, our community can stabilize housing, reduce strain on our courts, and support local businesses. Without this continued work, we know we will face an eviction crisis overwhelming our community. But it can be avoided. For these reasons, I ask that you consider our request for transition funding that will allow our courts and Good Samaritan to continue this vital work.

Sincerely,

A handwritten signature in black ink, appearing to read "Brad Knoll". The signature is fluid and cursive, with a large initial "B" and "K".

Honorable Bradley S. Knoll,
58th District Court Chief Judge



Ottawa County

Housing Commission

August 5, 2022

American Rescue Plan Act Advisory Committee
Ottawa County, Fiscal Services
12220 Fillmore Street
West Olive, MI 49460

American Rescue Plan Act Advisory Committee:

As the world began to grapple with the impacts of COVID-19, the U.S. Department of Treasury, in partnership with the Department of Housing and Urban Development and State Governments, released the Coronavirus Aid, Relief and Economic Security (CARES) Act, as well as the COVID Emergency Rental Assistance (CERA) program to support individuals and families with household incomes less than 80% of Area Median Income who experienced financial hardship due to the coronavirus outbreak, and were at risk of experiencing homelessness or housing instability by being past due on rent.

Locally, the Ottawa County 58th District Courts in close and strategic partnership with Good Samaritan Ministries, utilized the resources associated with these programs to facilitate an Eviction Diversion Program (EDP) that served Ottawa County residents and their property-owners expeditiously in an effort to minimize mental and physical trauma, stabilize the local economy, and reduce caseloads in the judiciary. Preliminary findings note Ottawa County experienced 1,000 less case filings in 2021, compared to 2019, as a result of EDP. Of course, it is not only 1,000 less filings but 1,000 households retaining their homes and possessions, schools of record, and mental and emotional wellbeing.

National and State providers of the emergency rental assistance programs have announced that funding to support rental assistance, and prevent evictions, will cease to exist as of September 30, 2022, two years earlier than originally understood. Consequently, the Ottawa County Housing Commission, with leadership from the Office of Strategic Impact, encouraged key Eviction Diversion Programming stakeholders to learn as much as possible regarding the potential for its continuation in Ottawa County as local residents and property-owners continue to experience financial hardship as we all strive towards an equitable recovery from the pandemic, within the onset of an economic recession.

Virginia Beard | Holly Cole | Thomas Reinsma | Patrick Waterman | Doug Zylstra

12220 Fillmore Street | West Olive, Michigan 49460 | 616-738-4852 | miOttawa.org



Ottawa County Housing Commission

In early 2022, the Ottawa County Housing Commission hosted Work Sessions with the goal of creating the most effective course of action for sustained Eviction Diversion/Prevention Programming in Ottawa County. The 58th District Courts, Good Samaritan Ministries, Legal Aid of Western Michigan, Mediation Services, United Way of Ottawa and Allegan Counties, Housing Next, and area for-impact organizations envisioned a program that will serve residents and landlords preventatively, prior to reaching the court system – saving all involved costly eviction proceedings and ultimately contribute to Ottawa County’s commitment to develop and deploy housing solutions to meet the financial needs of the local workforce. Together, the 58th District Courts and Good Samaritan Ministries have submitted an application that meets this vision.

The Ottawa County Housing Commission has been charged with understanding the overall housing needs across the entirety of the County. Over the last 18 months, our strategic plan has outlined a vision to encourage public and private partnerships to ensure housing in Ottawa County is affordable for people of all ages and incomes. Our stated goals are to leverage financial resources to help construct more affordable housing units, organize for long-term and sustaining impact, build a network of community partners committed to supporting affordable housing, and advocate for affordable housing on all fronts.

An effective Eviction Diversion/Prevention Program is critical to our vision, and we are pleased to extend our support for a grant from the American Rescue Plan Act to provide the Ottawa County 58th District Courts, in partnership with Good Samaritan Ministries, the opportunity to continue serving residents in need across the county, while establishing the mechanisms necessary to sustain the program long-term.

Sincerely,

Holly Cole, Chair
Ottawa County Housing Commission

Virginia Beard | Holly Cole | Thomas Reinsma | Patrick Waterman | Doug Zylstra

12220 Fillmore Street | West Olive, Michigan 49460 | 616-738-4852 | miOttawa.org



ARPA Task Force Members
12220 Fillmore Street
West Olive, MI 49460

Dear Task Force Members:

Preventing needless evictions is one of the most impactful steps that Ottawa County can take to create stable living conditions for vulnerable families. Not only do evictions destabilize parents' lives, negatively impacting health, employment and marital bonds, they also have lifelong consequences for their children, both in terms of education, future employment and overall well-being.

As County Commissioner representative to the Housing Commission, I wholeheartedly endorse the application being made by the 58th District Court and Good Samaritan Ministries for Eviction Prevention. The program they've put together has changed many lives here in Ottawa County and with your funding, they can continue to carry out that important work.

Please reach out with any question.

Doug Zylstra

County Commissioner – District Three – City of Holland



August 4, 2022

ARPA Task Force Members
12220 Fillmore Street
West Olive, MI 49460

Dear Task Force Members,

In the spring of 2022, I supervised the work of a group of Grand Valley State mathematics students who partnered with Good Samaritan Ministries and the Ottawa County 58th District Court to study evictions in the Holland area. In particular, we wanted to understand who was being evicted and to identify any common features in evictions that could be use to explain and prevent them.

Our primary resource was a dataset, obtained from the Court, of roughly 2800 eviction filings during the three year period from 2019 through 2021. The only information in the Court's records about the tenants are their names and addresses. For this reason, we grouped the filings by census block groups and used Census data to develop demographic profiles of each census block in Ottawa County. (Block groups are geographic regions defined by the U.S. Census Bureau and consisting of roughly 2000 people.) Because of this indirect approach, some care is required when interpreting the results I will describe.

The first things we found are that eviction filings are concentrated in a small number of block groups rather than being uniformly spread across the county and that a small number of landlords is responsible for a large number of filings. We then asked what features of a block group characterized those with a large number of filings.

Generally speaking, economic features of the block groups are not significantly related to the number of eviction filings. These include features such as household income, the number of households whose rent is more than 30% of their income, and the number of unemployed residents.

By contrast, the features strongly correlated with the number of filings were demographic. For instance, the Hispanic population of a block group is most strongly correlated to the number of filings. The White population showed a strong negative correlation, meaning the lower the White population, the more eviction filings. Similarly, the number of female-led households is strongly correlated as is the number of residents living in mobile homes.

We then separately used a cluster analysis to develop a more nuanced understanding of the block groups with a large number of filings. This analysis reinforced the fact that block groups with a low White population, a high Hispanic population, and a large number of female-led households contained a large number of filings. Economic factors seem to play only a small role.

Finally, we looked at the use of CERA funds, administered through Good Samaritan, as part of an eviction diversion program. It is clear that the use of these funds provided critical support to tenants and was overwhelmingly successful in helping them avoid eviction.

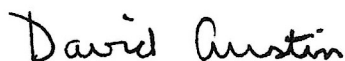
We made a number of recommendations to the Court and to Good Samaritan Ministries. These included:

- It is possible that language is a barrier for tenants navigating the eviction process. We recommend outreach to the Hispanic community to determine the needs of Hispanic tenants at risk of eviction and how they may be better served. This could include, for instance, providing appropriate resources to help tenants understand their rights in the eviction process.
- The time from filing to eviction takes, on average, around six months. During this time, rent owed accumulates as well as the risk that the tenant simply vacates the premises. It has been well documented that just the threat of eviction makes it more likely that a household will suffer negative impacts. We recommend outreach to tenants facing eviction earlier in this process to connect them to assistance and other resources.
- Five landlords are responsible for about 40% of the filings. We recommend outreach to these landlords to explore partnerships that could lower the number of filings and save them money.
- One challenge in this project was developing a robust dataset. We recommend that the Court implement an electronic record keeping process that would facilitate ongoing research into these issues.

It is abundantly clear that the collaboration between Good Samaritan and the 58th District Court has been incredibly successful in keeping Ottawa County residents from eviction. Our next project would have been to study the thousands of homeless, if not for their work. Additionally, it will take the expertise displayed in this collaboration to both continue this work and eliminate disparities and gaps in opportunities for underserved and underrepresented populations, as shown by our analysis.

The success of this project depended on our committed partners at Good Samaritan and the Court to whom I am extremely grateful. Please feel free to contact me if I can help explain these findings or recommendations in greater detail.

Sincerely yours,



David Austin, Professor
Department of Mathematics
austind@gvsu.edu
(616) 331-3431



STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OTTAWA COUNTY

GRETCHEN WHITMER
GOVERNOR

ELIZABETH HERTEL
DIRECTOR

August 8, 2022

ARPA Task Force Members
12220 Fillmore Street
West Olive, MI 49460

Dear Task Force Members,

This is a letter of support for the Ottawa County Eviction Prevention Program. As a representative from the Department of Health and Human Services, and an Executive member of the Lakeshore Housing Alliance, I understand how critical stable housing is for our residents in Ottawa County. Other neighboring communities, like Kalamazoo County, have been running successful eviction prevention programs for years which has greatly improved the stability of vulnerable adults and children there, and our community is poised to have a sustainable model that will allow residents to thrive here.

I have witnessed the incredible collaborative work of the 68th District Court and Good Samaritan Ministries and believe that this program is both a necessity and a worthy candidate for your support and financial backing.

The timing of this program is critical as State rental dollars offered in response to the COVID-19 pandemic are ending in September 2022.

Please feel free to reach out with any questions.

Sincerely,

Kendra Spanjer

Kendra Spanjer, MSW
Director
Ottawa County DHHS



ARPA Task Force Members
12220 Fillmore Street
West Olive, MI 49460

August 3, 2022

Dear Task Force Members,

This is a letter of support for the Ottawa County Eviction Prevention Program. As a local Property Management Company who has seen the devastating impact that COVID-19 has had on tenants, I believe this longer-term program will benefit the whole community. Providing case management alongside financial assistance to tenants is essential to stabilize families and allow them to maintain their homes.

With the CERA Program (MSHDA-based assistance) ending in September 2022, we anticipate that evictions due to non-payment of rent are going to rise considerably. We appreciate the County's proactive approach to addressing this need now.

As you know, the housing supply in our area is extremely limited. As a business that provides housing options for our community members, your backing of this program speaks to your commitment to supporting local business.

Over the last few years, we have worked with the Eviction Prevention Staff at Good Samaritan Ministries, and we appreciate the expertise that they will continue to provide with this program. We have confidence that this more intensive prevention program, led and supported by the Ottawa County courts, will reduce the need for evictions and promote the welfare of county residents.

Please reach out if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ben VanderWoude', written over a horizontal line.

Ben VanderWoude

President

BVW Property Management



August 8, 2022

ARPA Task Force Members
12220 Fillmore Street
West Olive, MI 49460

Dear Task Force Members,

This is a letter of support for the Ottawa County Eviction Prevention Program. As a local business we have seen the devastating impact of Covid-19 on employees and on businesses. We have also witnessed how pending evictions have impacted our employees job performance, increased last-minute time-off requests, and reduced productivity. For us to thrive as a business, we need stable employees, and this begins and ends with stable housing.

With the ending of the State-based rental assistance program in September 2022, and the likelihood of an eviction increase due to this change, we have major concerns around the negative impact these evictions will have on our workforce. In the aftermath of this pandemic, the ability of businesses to find and retain skilled employees is more difficult and more important than ever, therefore we encourage this task force to prioritize this eviction prevention program to reduce the likelihood of employee turnover that results from housing displacement.

Over the past two years, we have seen the positive impact of the current Eviction-based Program on our employees and on our business. We are grateful for the incredible service it has been to our employees and business, and we are very confident in the continued work of the 58th District Courts and Good Samaritan Ministries to continue this collaboration.

Your backing of this program to avoid workforce disruption speaks volumes to your commitment to area businesses and to our community. We are thankful that the County is taking a proactive approach to ensuring this program does not experience any gap of services and is able to become a permanent asset for Ottawa County.

We ask that you approve funding for the seamless continuation of this critical program.

Please contact me with any questions. I can be reached at 616-426-7578 or hello@rankinrecruiting.com

Sincerely,

Anna Rankin

Anna Rankin

Owner

Rankin Recruiting LLC



August 3, 2022

ARPA Task Force Members
12220 Fillmore Street
West Olive, MI 49460

Dear Task Force Members,

This is a letter of support for the Ottawa County Eviction Prevention Program. As another local Non-profit who has seen the devastating impact that COVID-19 has had on children and families, we believe this longer-term program will benefit the whole community. Providing case management alongside financial assistance to tenants is essential to stabilize families and allow them to maintain their homes.

With the CERA Program (MSHDA-based assistance) ending in September 2022, we anticipate that evictions due to non-payment of rent are going to rise considerably. We appreciate the County's proactive approach to addressing this need now.

As you know, the housing supply in our area is extremely limited. As a business that provides support to children and families in the community, your backing of this program speaks to your commitment to supporting the community and strengthening families by keeping them housed. Evictions often result in children needing to change schools, disrupting their education and established relationships. It is important that we work to ensure consistency for our children, keeping them in school and connected to their trusted relationships.

Over the last few years, we have seen the work of Eviction Prevention Staff at Good Samaritan Ministries, and we appreciate the expertise that they will continue to provide with this program. We have confidence that this more intensive prevention program, led and supported by the Ottawa County courts, will reduce the need for evictions and promote the welfare of county residents and the children that we serve.

Please reach out if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Karen Pearson".

Dr. Karen Pearson
President
Kids Hope USA

A handwritten signature in black ink that reads "Bethany Wassink".

Bethany Wassink
Program Success Specialist
Kids Hope USA



August 5, 2022

ARPA Task Force Members
12220 Fillmore Street
West Olive, MI 49460

Dear Task Force Members,

I am writing as someone who received eviction prevention help this past year. I'm a hard-working full-time employee and a mom and grandmother and rent prices keep going up which is making it hard to stay here.

Please approve this program so that other people can get help when they really need it. I appreciate how much the Good Samaritan staff and the courts care about what happens to us and our housing.

Thank you,

- D.J.

ARPA Task Force Members
12220 Fillmore Street
West Olive, MI 49460

August 5, 2022

Dear Task Force Members,

I Andrew J. Villanueva, an Ottawa County resident and an attorney who has provided legal services to fellow Ottawa County residents. Individuals to have all their constitutional rights protected. In particular the protections afforded to them when their rights as tenants are being attacked. I endorse the efforts of the Ottawa County Courts and Good Samaritan Ministries to continue the important work around eviction prevention.

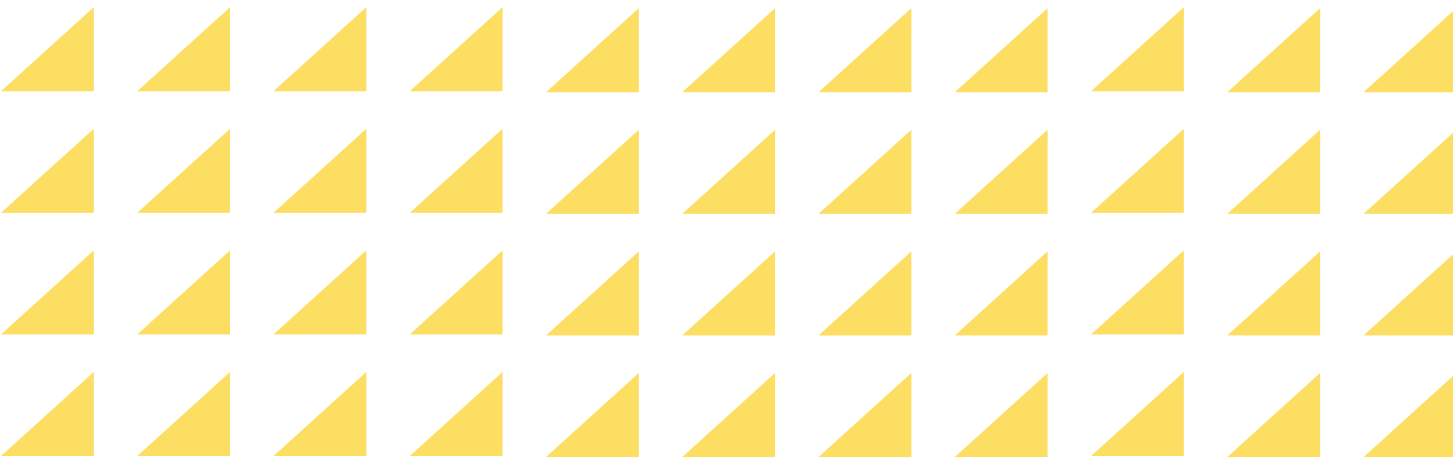
Over the past two years partnership between the courts, local legal services, and Good Samaritan, have helped thousands of Ottawa County residents remain housed who were facing evictions. I have seen firsthand how this prevention program provides stable living conditions for vulnerable adults and children in our area and addresses health and safety issues in housing that often only surfaces when an eviction is eminent. Additionally, I was one of the first attorneys to have help and implement the presentation program in Ottawa County. I can confidentially state the growth of this program has been amazing and I truly think it is just the start to help in the fight to developing affordable housing for all citizens.

The Covid Eviction Relief Assistance provided by the State throughout the pandemic has allowed for this program to begin, however with the ending of funding in September 2022, it is imperative that this Ottawa County Eviction Prevention Program can continue seamlessly to address the growing number of eviction cases occurring in our county.

Please reach out if you have any questions.

Sincerely,

Andrew J. Villanueva

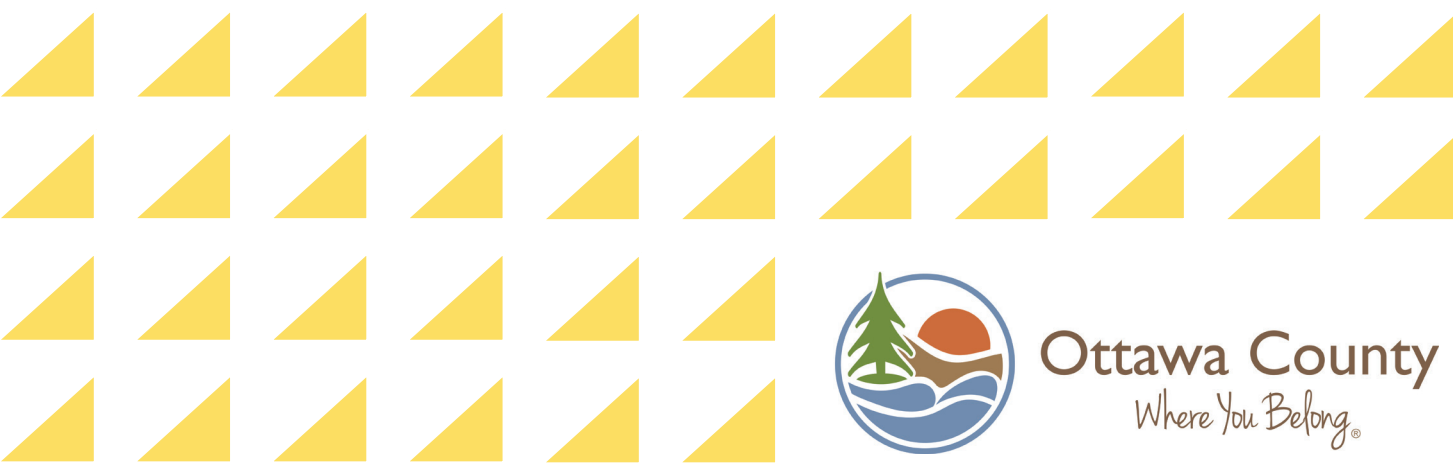
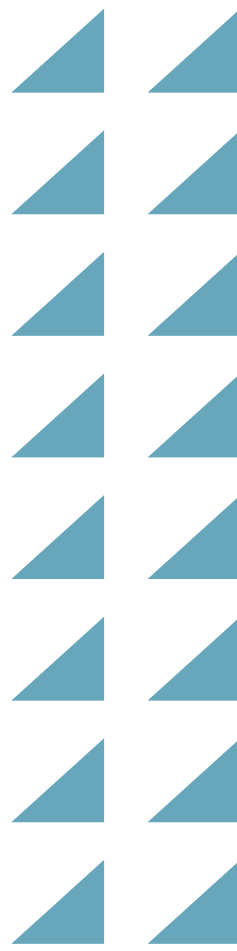


Ottawa County Eviction Diversion Program: Pursuing Countywide Housing Stability

Created by The Ottawa County
Department of Strategic Impact

Summer 2021

DRAFT



Ottawa County
Where You Belong.

Purpose of This Document

This document outlines the current Ottawa County eviction diversion process and how the 58th District Court, Good Samaritan Ministries, and Legal Aid of West Michigan collaborate in this process. This document also assesses the need for long-range eviction diversion programming with the purpose of initiating discussions on improving housing stability within the region.

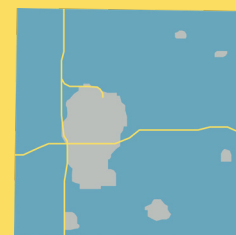
Background

In the face of the COVID-19 pandemic, federal funding has been dedicated towards helping families and individuals avoid eviction from their homes. In March 2020, Congress passed the Coronavirus Aid, Relief and Economic Security (CARES) Act which allocated \$7 billion towards housing and homelessness assistance programs nationwide¹. Passed in July 2020, Michigan Senate Bill 690 appropriated \$60 million in CARES Act funding towards rental assistance and eviction diversion². Enacted in March 2021, the American Rescue Plan Act allocated over \$27 billion towards housing and rental assistance³. These funds have been used to provide housing stability in an unprecedented event in history.

While the challenges of the pandemic have prompted the federal government's wide-ranging response, these temporary funding channels merely serve as a "stop-gap" solution to the ongoing housing insecurity faced by residents in our region. In the absence of these funds, a shortage in affordable housing units will continue to strain low-income households facing life-changing circumstances such as losing a job or unforeseen medical expenses. While federal funds have been used to stave off a raft of evictions and keep hundreds of families housed, these programs offer only temporary relief in addressing the region's housing challenges.

Even prior to the pandemic, some counties have begun implementing eviction diversion programs sustained from local funding sources. Kalamazoo County, Jackson County, and Ingham County offer local examples that feature partnerships between the district courts, legal aid organizations, housing resource agencies (HARAs), and other community organizations. While the onset of the COVID-19 pandemic necessitated the development of a temporary program in Ottawa County, the region's housing needs and increasing rental costs may warrant a sustained eviction diversion program to support households in-need.

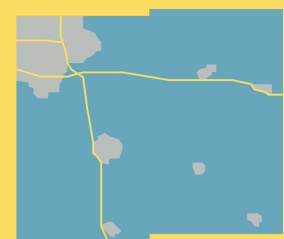
Select Michigan Counties with Sustained Eviction Diversion Programs



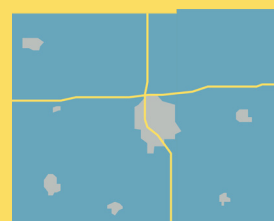
Ingham County



Kalamazoo County



Jackson County



Eviction Diversion as Housing Safety Net

Numerous studies have outlined housing stability's impact on a household's social, physical, and financial health⁴. In recognizing that housing is a necessity and its absence can impose serious health and financial strains, eviction diversion programs can assist households in-need, allowing them to meet their obligations and remain in good standing with their landlords.

As Ottawa County continues to grow, a lack of affordable rental units and rising housing costs compound stress on the region's housing environment. Low-income tenants are most susceptible to changes in this environment, as rising rental prices and increasing competition for an ever-increasingly scarce number of affordable units places them at a disadvantage.



Ottawa County Quick Stats

8.3% -	Ottawa County Poverty Rate
23,000 -	Number of Residents Living Below Poverty Line
\$898 -	Average Monthly Rental Rate in Ottawa County

Over 23,000 residents in Ottawa County live below the poverty line, or 8.3% of the county's total population⁵. With the average rental rate in Ottawa County being \$898/month⁶, many low-income households are one unforeseen medical expense or one unexpected car repair away from missing payments and potentially facing eviction. With the threat of housing uncertainty looming over many families, a sustained eviction diversion program can offer assistance in these times of need.

As closest and most-responsive to their residents, county and local governments have the greatest potential impact in addressing the region's housing affordability challenges. Through changes in land use regulations and tax incentives, local units of government can encourage much-needed affordable housing construction. As housing construction brings units online, temporary assistance to keep current tenants housed can prevent people falling through the cracks of poverty, reducing the uncertainty of homelessness. In this way, a sustained eviction diversion program complements other housing initiatives, providing a "base level" of assurance for current residents.

A sustained Ottawa County eviction diversion program would continue the partnership between the district court, local housing agencies, and other community organizations to provide a safety net for tenants needing temporary assistance. Like the current program, the goal is not to provide a comfortable alternative to paying rent but to create a safety net that springs households back into financial self-dependency.

Ottawa County Eviction Diversion Process

In response to the COVID-19 pandemic, the 58th District Court, Good Samaritan Ministries, and Legal Aid of West Michigan collaborated in addressing eviction diversion matters in Ottawa County. The following provides a summary of these agencies and a narrative of how this process operates.

Good Samaritan Ministries - The housing assessment resource agency (HARA) for Ottawa County, acts as the direct point of contact for tenants and landlords in the eviction diversion program

Michigan 58th District Court – Oversees eviction proceedings in Ottawa County communities (including the Allegan County portion of the City of Holland). Hosts landlord-tenant mediation services

Legal Aid of West Michigan – Provides legal advice to tenants and landlords, meets with tenants and assesses tenant eligibility for eviction diversion support or legal defenses

This collaborative process is identified below:

The 58th District Court would provide the weekly docket to Good Samaritan Ministries, outlining the schedule for landlord/tenant cases. Prior to restrictions on in-person meetings, Good Samaritan Ministries and Legal Aid of West Michigan would be present at the court one day per week to assist those seeking assistance. In this way, tenants and landlords already proceeding through the court system would have access to eviction diversion resources if eligible.

Along with the 58th District Court, Good Samaritan Ministries hosted outreach meetings regarding eviction diversion programming. This encouraged tenants and landlords to apply for assistance prior to court proceedings. Upon receiving an application, Good Samaritan Ministries determines whether a tenant is eligible for assistance using a three-tiered formula based on their income in relation to the area's median income (AMI)⁷. These tiers of assistance are listed on the following page.

- 0-50% AMI – Tenants eligible for up to \$3,500 in rental arrears and up to \$1,200 for future rent. Landlords are required to forgive 10% of past rent owed under the program
- 50-80% AMI – Tenants eligible for up to \$3,000 in rental arrears. Landlords are required to forgive 8.3% of past rent owed under the program
- 81-100% AMI – Tenants are eligible for up to \$3,000 in rental arrears. Landlords are required to forgive 7.2% of past rent owed under the program

If tenants and landlords agree to the amount owed and are eligible under the eviction diversion program, Good Samaritan Ministries develops a settlement agreement identifying the required assistance and outlining a payment plan for the tenant. If an eligible tenant and landlord are currently in the court eviction process but come to an agreement, Legal Aid of West Michigan will draft a conditional dismissal order outlining the conditions the tenant has to satisfy in order to avoid eviction. After signing these contracts and providing needed information, these documents are sent to Good Samaritan Ministries who then processes it and applies for funding from Community Action Agency, the fiduciary of MSHDA's eviction diversion funds.

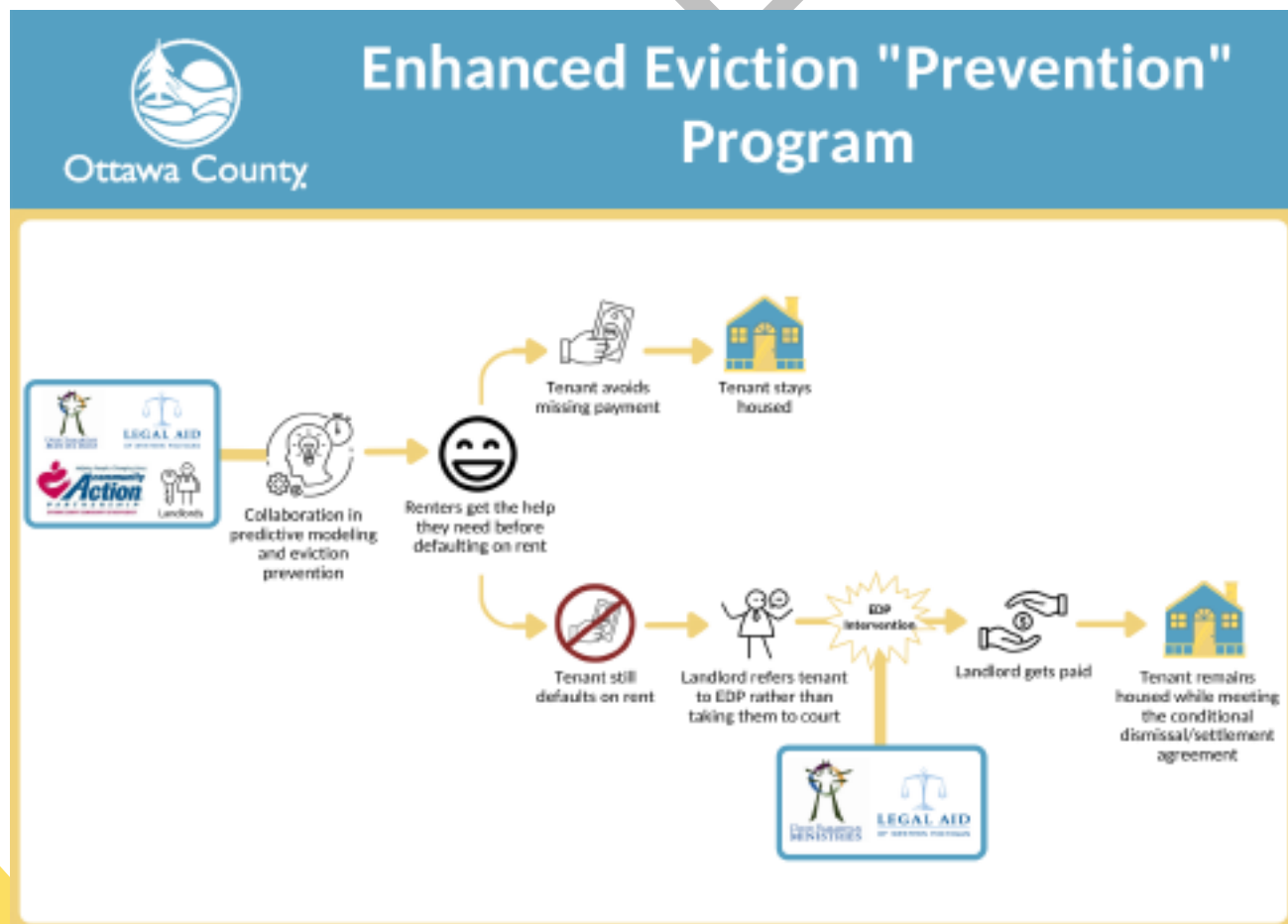


Diagram showing simplified Ottawa County eviction diversion process

Expanding Eviction Diversion Partnerships

In administering the eviction diversion program over the past two years, Good Samaritan Ministries has identified strengths to build upon in the event the program continues. As every county is different, the eviction diversion program can pull upon current practices while involving new stakeholders to meet Ottawa County's unique challenges.

As the core function of an eviction diversion program is keeping tenants housed, halting evictions before they reach the court process is preferable. To best accomplish this, communicating with landlords and apartment complex owners can help detect tenants who are behind on payments. This partnership between the public housing agency and the private sector allows issues to be resolved early on, saving tenants, landlords, and the courts from turbulent and costly eviction proceedings.

Welcoming the private sector into the eviction diversion process serves as a valuable first step in reducing evictions. With a vested interest in keeping good paying tenants and avoiding eviction proceedings, landlords and apartment complex owners can contact Good Samaritan Ministries once a tenant falls behind on payments. This allows early case management to address the situation, potentially avoiding the legal process altogether.

In the event the situation does result in legal proceedings, ensuring tenants and landlords both understand their rights can ensure both parties are well-informed and operate in good-faith. Legal Aid of West Michigan can continue to provide counsel to both groups at the 58th District Court during landlord-tenant docket days.

Current Program Staff

As staffing and program case management remains the largest expense, each organization's current staffing capacity is listed below.

Good Samaritan Ministries – 5 part-time staff members. 1 part-time staff member to manage state housing reporting software and paperwork with MSHDA, 3 part-time staff members assigned to verify tenant/landlord paperwork, and 1 part-time staff member to send settlement agreements to tenants/landlords.

58th District Court – No dedicated staff, court staff and judges refers tenants/landlords to Good Samaritan Ministries and Legal Aid of West Michigan and hosts landlord-tenant docket days.

Legal Aid of West Michigan – 3 full-time staff. 2 full-time attorneys providing legal advice and drafting documents for tenants and landlords and 1 full-time paralegal providing support services.



Sustained Staffing Needs

Good Samaritan Ministries provided an annual funding estimate for a long-term eviction diversion program. Prior to COVID relief funds, eviction prevention work comprised less than \$80,000 per year and served few households. With access to the current COVID relief funding, Good Samaritan Ministries has utilized nearly \$9 million per year to assist individuals in-need. Considering this, Good Samaritan Ministries provided the following estimate for a scaled-down version of the current program.

Staff

4 Full-Time Employees (including program lead) \$224,970

Rent

Service for estimated 500 households at \$2,800 each (6 months of rent per household) \$1,400,000

Administration

Estimated 10% of total program funding \$155,184

Total Annual Cost - [estimates from 2021] \$1,780,154

Potential Funding Sources

The cost listed above would allow 500+ households to gain needed assistance to remain housed each year. The program would continue operating as it has throughout the COVID-19 pandemic, featuring the same partnerships between Legal Aid of West Michigan and the 58th District Court that effectively addressed eviction matters.

With the expiration of COVID-relief funding in Sept 2022, alternative funding sources pooled from public, private, and philanthropic sources can be considered for a sustained eviction diversion program. Emergency Solutions Grant (ESG) funding can be used in some instances, as

short-and-medium-term rental assistance for tenants in fair market rate units is listed as an eligible expense under MSHDA guidelines⁸. These funds are currently disbursed to United Way of Ottawa County, which then subgrants to regional housing agencies. Other housing agencies across the state currently utilize ESG funds for these purposes. Additional funding sources for existing eviction diversion programs are listed on the following page.



Existing Eviction Diversion Program	Funding Sources
Kalamazoo County	County housing millage, community foundations, Emergency Solutions Grants (ESGs)
City of Grand Rapids	Steelcase Foundation, Grand Rapids Community Foundation
Ingham County	Emergency Solutions Grants (ESGs)
Jackson County	Grants from United Way of Jackson County

A.) United Way of the Battle Creek and Kalamazoo Region. (2020). *Continuum of Care 2020 Annual Report*.

B.) City of Grand Rapids. (2021). *Eviction Prevention Program*. Accessed from: <https://www.grandrapidsmi.gov/Government/Programs-and-initiatives/Eviction-Prevention-Program>

C.) Eviction Innovations. (2021). *Eviction Diversion Program in Jackson County, MI*. Accessed from: <https://evictioninnovation.org/2020/05/27/diversion-jackson-co/>

Like many peer programs across the state, a sustained Ottawa County eviction diversion program can utilize existing funding sources while supplementing it with philanthropic or private sector donations or as part of a potential countywide housing fund.

Meeting the Ongoing Housing Need

As housing costs rise due to increased demand and limited supply, households with the lowest incomes bear the brunt of these changes. For these families, an eviction notice often accompanies a ruined credit score, potential job loss, and a spiraling set of events that can lead to homelessness. When weighed against the prospect of increasing housing insecurity and the immense societal burdens it places on both individuals and communities at-large, partnering with private, public, and non-profit organizations to assist families in-need is an appealing alternative.

Ottawa County’s current eviction diversion process provides a model that can be used for a sustained eviction diversion program. Providing these eviction diversion services long-term will require little change, as the 58th District Court, Good Samaritan Ministries, and Legal Aid of West Michigan can continue performing their current tasks. Closer partnerships with landlords, apartment complex managers, and other private sector housing entities can help identify tenant-landlord disputes before they enter court proceedings. This can reduce the court’s case load, save landlords from the laborious eviction process, and keep good tenants in their homes.



As Ottawa County continues to grow, proactive housing policies can meet the urgent needs of residents. As stable housing influences social, personal, and financial health, potential expenses incurred under a sustained eviction diversion program can create communities where even low-income residents have peace of mind and can actively plan for their futures. Housing is a prerequisite for success, and policies that provide stability can help residents find their footing, allowing them to access new and better opportunities.



Furthering the Discussion: Next Steps

Understanding the importance of housing stability, the following are recommended steps towards discussing the viability of a long-term eviction diversion program in Ottawa County:

1.) Collaborate with Stakeholders to Identify Needs and Funding Sources

The Ottawa County Housing Commission can partner with local elected officials, housing agency experts, court officials, landlords, business leaders, tenant groups, and other stakeholders to discuss a sustained eviction program and identify potential funding sources and assistance eligibility criteria. Discussions can also revolve around how best to partner with Allegan County Community Mental Health, as they serve eviction diversion efforts in the Allegan County portion of the City of Holland.

2.) Develop Eviction Diversion Advocacy Committee

If there is substantial stakeholder desire to pursue a sustained eviction diversion program, the Ottawa County Housing Commission can recommend the creation of an Eviction Diversion Advocacy Committee. This committee can be tasked with engaging communities and facilitating continued discussions on implementing an eviction diversion program.

With COVID-relief funding from the American Rescue Plan Act expiring in Sept 2022, having these discussions in the near future may provide a favorable timeline in ensuring assistance remains available for households in-need.

Bibliography

- 1.) Reed, K. P., & Schulteis, M. P. (2020, March 29). *President Trump Signs Into Law the Coronavirus Aid, Relief, and Economic Security (CARES) Act*. The National Law Review. Retrieved from <https://www.natlawreview.com/article/president-trump-signs-law-coronavirus-aid-relief-and-economic-security-cares-act>
- 2.) Senate Fiscal Agency. (2020, June 18). *Senate Bill 690 Analysis*. Michigan Legislature. Retrieved from <https://www.legislature.mi.gov/documents/2019-2020/billanalysis/Senate/pdf/2019-SFA-0690-E.pdf>
- 3.) National Conference of State Legislatures. (2021, March 10). *The American Rescue Plan Act Provisions: What it Means for States*. National Conference of State Legislatures. Retrieved from https://www.ncsl.org/Portals/1/Documents/statefed/The-American-Rescue-Plan-Act-Provisions_v01.pdf
- 4.) Taylor, L. (2018, June 7). *Housing and Health: An Overview Of The Literature*. Health Affairs. Retrieved from <https://www.healthaffairs.org/doi/10.1377/hpb20180313.396577/full/>
- 5.) U.S. Census Bureau. (2019). *Poverty Status in the Past 12 Months*. United States Census Bureau. Retrieved from <https://data.census.gov/cedsci/table?q=Ottawa%20County,%20Michigan&t=Income%20and%20Poverty&tid=ACSST1Y2019.S1701>
- 6.) U.S. Census Bureau. (2019). *Median Gross Rent in Ottawa County, Michigan*. United States Census Bureau. Retrieved from <https://data.census.gov/cedsci/profile?g=0500000US26139>
- 7.) Michigan Legal Help. (2020, December 28). *Information for Landlords about Eviction Diversion Programs*. In Michigan Legal Help. Retrieved from <https://michiganlegalhelp.org/self-help-tools/housing/information-landlords-about-eviction-diversion-programs>
- 8.) Michigan State Housing Development Authority. (2020, June). *Eligible Expense Guide*. Office of Rental Assistance and Homeless Solutions. Retrieved from https://www.michigan.gov/documents/mshda/ESG_Eligible_Expense_Guide_694663_7.pdf

GRANT AGREEMENT

THIS AGREEMENT is made between Ottawa County, a State of Michigan political subdivision (hereinafter “County”), and _____ (hereinafter “Grant Recipient”).

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the American Rescue Plan Act of 2021 (hereinafter “ARPA”);

WHEREAS, the County is going to receive a total of approximately \$57 million in ARPA funds to reimburse the County for lost revenues attributable to the COVID 19 pandemic;

WHEREAS, the County has decided to release some of resulting lost-revenue savings through grants to worthy projects that benefit the Community;

WHEREAS, the Recipient is a Michigan [describe type of entity, including for profit or nonprofit] entity, and has submitted a written request to the County for \$ _____ in grant funds to finance the following project: [describe grant project] _____;

WHEREAS, during their regular public meeting on _____, 2022, the Board of County Commissioners (hereinafter “Board”) approved the aforementioned request from the Recipient subject to the terms and conditions of this Grant Agreement (hereinafter “Agreement”); and

WHEREAS, the County and the Grant Recipient desire to enter into this Agreement:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the terms and conditions set forth below, the parties agree as follows:

1. EFFECTIVE DATE AND TERM

This Agreement shall commence when last executed by all parties and remain in effect no later than December 31, 2024, unless terminated earlier by the County in writing.

2. GRANT FUNDS TO BE DISSEMINATED TO RECIPIENT

The total award of grant funds to be disseminated by the County to the Recipient, as part of this Agreement shall not exceed \$ _____.

3. LIMITATIONS REGARDING THE USE OF GRANT FUNDS

The Recipient shall ensure that all expenditures utilizing Grant Funds received in accordance with this Agreement shall be limited to only those eligible services and activities described in Exhibit A, and the Recipient also agrees to achieve the metrics set forth in Exhibit B. In addition to and without limiting the above, the Recipient shall ensure that all expenditures utilizing Grant Funds are expended in accordance with its application for such funds and all supporting materials which are incorporated by reference herein as Exhibit C.

4. REPORTING REQUIREMENTS TO ENSURE COMPLIANCE WITH THIS AGREEMENT

In order to ensure compliance with the standards and metrics set forth in Exhibits A and B, the Recipient, when requesting reimbursement for eligible Grant Funds, shall provide to the County's Fiscal Services Department, a comprehensive and detailed list of all such expenditures on an itemized invoice, and shall also provide any backup documentation to support such expenditures. The invoice must include a statement, signed by the Recipient, indicating that all expenditures therein comport with the guidelines of Exhibit A and exclusively to advance the metrics contained in Exhibit B and are consistent with the representations contained in Exhibit C and as provided in Paragraph 3 above. Reimbursement requests shall be submitted to the County no more than once per month. No reimbursement requests may be submitted to the County after the following date: _____, at least without amendment to this Agreement.

5. DISSEMINATION OF GRANT FUNDS TO RECIPIENT

The dissemination of Grant Funds shall only occur after the County reviews the Recipient's reimbursement request to ensure that all expenditures detailed therein appear to qualify for reimbursement in accordance with Exhibits A, B and C. Upon receipt of the Recipient's reimbursement request as described above, the County shall disseminate Grant Funds for eligible expenditures therein within twenty (20) days of receipt of said reimbursement request, unless the Fiscal Services Department extends this date because it needs more time to verify eligibility of invoiced items.

6. EVOLUTION OF GRANT FUND GUIDANCE FROM THE COUNTY

The County may request additional information from the Recipient, as needed, to meet any additional guidelines that it makes to Exhibit A, during the term of this Agreement, the right to make such unilateral changes being expressly reserved by the County.

7. TERMINATION

Without the need for prior notification, the County may terminate this Agreement immediately at its will upon written notice to the Recipient that the County considers the Recipient to be in breach of this Agreement, after giving the Recipient thirty (30) days to cure. The County may or may not require the Recipient to return Grant Funds paid, in its sole discretion. In the event of a termination and/or demand for repayment, the Recipient covenants that it will not sue the County or any of its officers or agents regarding the termination of this Agreement nor for any loss or damages resulting from the termination of this Agreement.

8. INDEPENDENT CONTRACTOR

Each party under the Agreement shall be for all purposes an independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Recipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.

9. HOLD HARMLESS AND INDEMNIFICATION

The Recipient agrees to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, taxes or fees, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Recipient, its officers, directors, employees, and/or agents relating to the Recipient’s performance or failure to perform under this Agreement and/or its receipt of funds hereunder. This section shall survive the expiration or termination of this Agreement.

10. COMPLIANCE WITH LAWS AND GUIDELINES

In spending the Grant Funds and operating the funded project, the Recipient shall comply with all federal, state, and local laws.

11. MAINTENANCE AND AUDIT OF RECORDS

The Recipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees. If it is determined during the course of the audit that the Recipient was reimbursed for unallowable costs under this Agreement or any statute, rule, or regulation regarding the expenditure of such funds, the Recipient agrees to promptly reimburse the County for such payments upon request.

12. NOTICES

Any notices desired or required to be given hereunder shall be in writing, and shall be deemed received three (3) days after deposit with the US Postal Service (postage fully prepaid, certified mail, return receipt requested), and addressed to the party to which it is intended at its last known address, or to such person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Recipient: [Position and address]

County: Fiscal Services Director, 12220 Fillmore Street, West Olive, MI 49460

13. IMPROPER INFLUENCE

Each party warrants that it did not and will not employ, retain, or contract with any person or entity on a contingent compensation basis for the purpose of seeking, obtaining, maintaining, or extending this Agreement. Each party agrees, warrants, and represents that no gratuity whatsoever has been or will be offered or conferred with a view towards obtaining, maintaining, or extending this Agreement.

14. CONFLICT OF INTEREST

The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, which gives rise to a conflict of interest as defined in MCL §15.321 *et. seq.*

15. TIME

Time is of the essence in this Agreement.

16. SURVIVAL

The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall survive. Those provisions include without limitation Indemnification and Maintenance and Audit of Records.

17. MERGER AND AMENDMENT

This Agreement constitutes the entire agreement between the County and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement. No amendment or modification to the Agreement shall be effective without prior written consent of the authorized representatives of the parties and signature in a like document.

18. GOVERNING LAW

The Agreement shall be governed in all respects by the laws of the State of Michigan, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in conjunction with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Ottawa County, Michigan pursuant to MCL §600.1615.

19. NON-WAIVER

No failure on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the County at law or in equity.

20. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

21. ASSIGNMENT

The Recipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the County.

22. NO THIRD-PARTY BENEFICIARIES AND NON-WAIVER

Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This Agreement cannot be enforced by a third party, nor shall it be construed as a waiver of the County's governmental immunity.

23. CIVIL RIGHTS COMPLIANCE

With respect to the project funded herein and expenditure of Grant Funds, Recipient promises that it shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department’s implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department’s implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

24. SEVERABILITY

In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

25. COUNTERPARTS

This Agreement may be executed in on or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. TAXES

The Recipient shall be solely responsible for any and all local, state, or federal taxes and/or fees associated within this distribution of funds and the County shall not undertake any withholdings for such purposes.

27. AUTHORIZATION

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below: Dated this _____ day of _____, 2022.

RECIPIENT

OTTAWA COUNTY, MICHIGAN

By: _____
_____, Its: _____

By: _____
Matt Fenske, Chairperson
Ottawa County Board of Commissioners

By: _____
Justin F. Roebuck, County Clerk

Action Request



Committee:	Board of Commissioners
Meeting Date:	08/23/2022
Requesting Department:	Administrator's Office
Submitted By:	John Shay
Agenda Item:	Retirement Agreement for Ottawa County Health Officer

Suggested Motion:

To approve and authorize the Board Chairperson and Clerk/Register to sign the Retirement Agreement for Ottawa County Health Officer.

Summary of Request:

Ottawa County Public Health Officer Lisa Stefanovsky has indicated that she plans to retire effective March 31, 2023. Because it is a prolonged process to hire a new Health Officer, which is subject to approval of both the Board of Commissioners and the Michigan Department of Health and Human Services, the County plans to start the hiring process immediately. The proposed Retirement Agreement reflects that Lisa will continue to perform her duties as Health Officer until her successor is formally appointed by the Board and approved by the DHHS, but no later than March 31, 2023. If the new Health Officer is appointed prior to March 31, 2023, Lisa will continue to serve as an internal administrative officer at the Public Health Department until March 31, 2023 in order to provide a smooth transition for the Department of Public Health during a very busy time. In the event that the Board of Commissioners terminates her prior to March 31, 2023, the County will pay her three months of her salary and benefits.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 08/16/2022 Finance and Administration Committee

RETIREMENT AGREEMENT FOR OTTAWA COUNTY, MICHIGAN
HEALTH OFFICER

THIS AGREEMENT is made and entered into this 23rd day of August 2022, by and between the County of Ottawa, a Michigan municipal corporation, with a principal place of business at 12220 Fillmore Street, West Olive, Michigan 49460, (“Ottawa County”) and Lisa Stefanovsky (“Lisa Stefanovsky”):

Recitals

A. On behalf of the County of Ottawa and pursuant to MCL §52.142 and MCL §333.2428 as amended, the Ottawa County Board of Commissioners is authorized to enter into a written employment contract with a person to act as Ottawa County’s health officer and internal administrative officer of its health department, provided the Michigan Department of Health and Human Services’ (“DHHS”) preliminarily and finally approves the appointment.

B. The Ottawa County Board of Commissioners has appointed and DHHS has approved the appointment of Lisa Stefanovsky as health officer and as internal administrator of the Ottawa County Public Health Department. After serving in this position for many years, Lisa Stefanovsky has announced her intention to retire.

C. Because the appointment and hiring process for a county health officer in Michigan is prolonged, Lisa Stefanovsky has agreed to continue in these positions under the terms and conditions of this Agreement to facilitate their mutual interests pursuant to the statutory authority above.

NOW THEREFORE, for the mutual promises and assurances set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **GENERAL AGREEMENT OF EMPLOYMENT:** Ottawa County agrees to immediately seek a replacement for Lisa Stefanovsky as “Ottawa County Health Officer.” Lisa Stefanovsky will continue to perform her statutory Health Officer duties until such time as her successor is formally appointed by the Ottawa County Board of Commissioners and formally approved by DHHS, but no later than March 31, 2023. In order to ensure a smooth administrative transition of the department, Lisa Stefanovsky shall serve as the internal administrative officer of the Ottawa County Health Department through March 31, 2023.

4. **COMPENSATION:** Lisa Stefanovsky shall continue to receive the compensation and fringe benefits that she is earning as of the date of this Agreement, as well as any regularly scheduled county increases, through the transition period of March 31, 2023. In consideration for her promises herein and her willingness to work until March 31, 2023, including forgoing other employment interests, if Ottawa County terminates her prior to the end of March 31, 2023, she shall be paid and shall accrue three (3) months of her salary and benefits at regular intervals and in the regular course of business, as if she had fully worked during those three (3) months. Nothing herein shall be interpreted to eliminate any benefit entitlement of Lisa Stefanovsky, including but not limited to her ability to liquidate her existing vacation or other leave time.

5. **DISPUTE RESOLUTION:** Any disputes regarding the performance of this Agreement shall be subject to mandatory arbitration to be held under the auspices and

rules of the American Arbitration Association. A judgment confirming the award of the Arbitrator may be filed with any court of appropriate jurisdiction. The costs of the Arbitrator and reasonable attorneys' fees for both parties shall be paid by the County.

6. **EFFECTIVE DATES:** This Agreement shall be effective as of the date of its execution.

7. **ENTIRE AGREEMENT:** This Agreement and prior understandings regarding pay and benefits, constitute and set forth the entire Agreement of the parties with regard to the employment of Lisa Stefanovsky. Any subsequent modification of this Agreement shall be binding and effective only if set forth in writing and signed by the authorized representatives of the Ottawa County Board of Commissioners and by Lisa Stefanovsky.

THE COUNTY OF OTTAWA

By: _____
Matthew R. Fenske, Chairperson
Ottawa County Board of Commissioners

Justin F. Roebuck
Ottawa County Clerk/Register

By: _____
Lisa Stefanovsky
Health Officer/Administrator OCDPH

Action Request



Committee: Board of Commissioners

Meeting Date: 08/23/2022

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: 2023 Capital Improvement Plan

Suggested Motion:

To approve the 2023-2028 Capital Improvement Plan.

Summary of Request:

The 2023-2028 Capital Improvement Plan is a multi-year planning document developed to fund capital projects with a focus on preserving current assets and accounting for future needs.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective:

Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.

Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 08/16/2022

Planning and Policy Committee

08/16/2022

Finance and Administration Committee

**County of Ottawa
Capital Improvement Plan
Fiscal Years 2023-2028**

Project Description	Funding Source	Unencumbered Balance as of 08/01/22	2023	2024	2025	2026	2027	2028 & Beyond
Facilities								
Roofs/Windows								
James Street - Bldg A Roof	4020		560,000					
Fulton ST., Grand Haven CMH Roof	4020		200,000					
Fillmore Admin Bldg Roof - Original Building	4020			100,000				
James Street - DHHS Bldg Roof	4020					174,000.00		
Holland District Court Roof	4020						1,160,000.00	
James Street - Bldg C Roof Replacement	4020							580,000.00
Fillmore Admin Bldg Roof - C Wing	4020							486,000.00
Carpet/Flooring								
Fillmore Carpet Replacement	4020		150,000					
Hudsonville	4020			100,000				
Grand Haven Courthouse Flooring Replacement	4020			140,859				
Painting/Wall Coverings								
Grand Haven Courthouse Wall Coverings	4020				217,444			
Pavement								
Pavement Upgrade - Grand Haven Courthouse	4020		726,000					
Pavement Upgrade - Fillmore Jail Phase 2	4020	200,000						
Systems								
HVAC & Roof Replacement - Hudsonville	4020	-						
HVAC & Roof Replacement - Hudsonville	OCIA	172,068						
Boiler Stack Replacement - GHCH	4020	8,575						
Building Automation System Replacement	4020	364,800	160,200	300,000	300,000	300,000.00		
Fillmore UPS Replacement	4020		200,000					
Holland Air Handling Units	4020		60,000	60,000	60,000			
Jail Air Handling Units	4020		300,000.00	400,000.00	400,000.00	400,000.00	400,000.00	400,000.00
Jail Makeup Air Units	4020			151,900				
Cooling Tower Replacement James st. - Bldg A	4020			71,000				
Cooling Tower Replacement James st. - Bldg B	4020			50,000				
Jail Pump Replacement	4020			113,200				
Jail Exhaust Hood Replacement	4020			60,000				
Holland Court Elevator Replacement	4020					252,925.00		
Jail Emergency Generator Replacement	4020							69,000.00
DHHS Air Handling Units Replacement	4020							76,950.00
DHHS Supply Fan Replacement	4020							54,000.00

**County of Ottawa
Capital Improvement Plan
Fiscal Years 2023-2028**

Project Description	Funding Source	Unencumbered	2023	2024	2025	2026	2027	2028 & Beyond
		Balance as of 08/01/22						
Building Projects								
Workstation Replacement - Prosecutor's Office Holland & Grand Haver	4020		162,000					
Exterior Signage Update	4020			150,000				
Fillmore Admin Bldg								
Sheriff's Record Area Remodel	4020		170,000					
Outdoor Space	4020				100,000			
Facilities Office Remodel	4020					120,000		
Equalization Remodel	4020			100,000				
Facilities Workshop	4020					775,000.00		
Sheriff's Shooting Range	4020						900,000.00	
Jail & Related								
Booking Area Floor & Shower Tile Replacement	4020	6,903						
Mental Health Pod	4020		100,000	800,000				
Juvenile Services/Probate Court								
Family Justice Center	Building Auth	8,351,295						
Renovate Juvenile Services Space - Fillmore	4020				150,000			
Courthouse - Grand Haven								
Renovate & Move in Probate, Prosecutor's, Circuit & District	4020				1,250,000			
Exterior Wall Maintenance	4020				71,180			
Hudsonville								
Hudsonville Restroom Renovations	4020		79,000					
Storage Garage	4020				52,000			
Holland District Court								
Water Infiltration	OCIA		80,000					
James St. Campus								
Building C Clinic Remodel	4020	496,143						
Building A CMH Office Renovation	4020	45,082						
Building B Reclad	OCIA	25,295						
James St DHHS Exterior Paint	4020		75,000					
Building A Façade	4020		85,000					
Subtotal		9,670,161	3,107,200	2,596,959	2,600,624	2,021,925	2,460,000	1,665,950
CPTED								
Avigilon NVR Card Access System	OCIA	94,409						
CPTED Committee Project Funding	OCIA	304,679	170,000					
Camera Project 2022	OCIA	16,815						
Radio Projects 2022	OCIA	7,220						
Subtotal		423,122	170,000	-	-	-	-	-

**County of Ottawa
Capital Improvement Plan
Fiscal Years 2023-2028**

Project Description	Funding Source	Unencumbered Balance as of 08/01/22	2023	2024	2025	2026	2027	2028 & Beyond
Information Technology								
GIS Oblique & Orthophoto Imagery/LIDAR Update	Aerial Reserves	2,477	78,389					
GIS Oblique & Orthophoto Imagery/LIDAR Update	4020	-	50,965	150,000.00	150,000.00	150,000.00	150,000.00	450,000.00
Courtroom Tools	4020	18,228						
MUNIS payroll	4020	89,404						
Network Switch Refresh (was named WAN Refresh previously)	6550	137,410			488,057			
EHR Patagonia Implementation	4020	50,866						
Public Safety Digital Media	OCIA	1,045,000						
Jail Tracker JMS (CMS)	4020	134,521						
DC Probation AS400 Replacement (CMS)	4020	665						
DC Probation Smartbench Integration (CMS)	4020	50,000						
District Court Integration (CMS)	4020	396,000						
Probate Court PSC to TCS integrations (CMS)	4020	55,000						
Courtroom Presentation Software - Wolfvision (CMS)	4020	17,485						
Prosecuter's Office Webtechs Scheduling Calendar	4020	85,800						
Circuit Court AS400 replacement (CMS)	4020	68,384	400,000					
AV - Fillmore Conference Rooms	Tech Reserves		75,000					
Prosecuter's office AS400 Replacement (CMS) Placeholder	4020		494,000					
Production Storage and Server	4020			1,680,963				
DC Courtroom Technology	4020					300,000.00	200,000.00	200,000.00
Disaster Recovery & Offsite Storage Refresh	4020					62,170.00		
Internet Edge Refresh	4020						155,300.00	
Wireless Controller Refresh	4020						30,000.00	
Network Edge Switch Refresh	4020							703,700.00
Subtotal		2,151,240	1,098,354	1,830,963	638,057	512,170	535,300	1,353,700
Department of Strategic Impact								
Spoonville Trail - Phase II	Multiple	2,107,515						
Sustainable Water Landscaping & Education	4020		95,000					
Cell Tower Construction	4020		200,000					
Subtotal		2,107,515	295,000	-	-	-	-	-

**County of Ottawa
Capital Improvement Plan
Fiscal Years 2023-2028**

Project Description	Funding Source	Unencumbered Balance as of 08/01/22	2023	2024	2025	2026	2027	2028 & Beyond
Parks & Recreation								
Paw Paw Park Renovations	4080	53,966						
Bend Expansion Pase 3 Acquisition (GR Gravel)	Multiple	673,412						
Grand River Paving Reconstruction	4080	110,000						
Idema Explorers Trail - Jenison Mill Segment	Multiple	169,417						
Pigeon Creek Lodge Renovations	4080	22,037						
Kirk Park Reconstruction	Multiple	484,972						
Tunnel Deck & Stairway Reconstruction	Multiple	112,000						
Riverside Renovations	4080	64,000						
Idema Explorers Trail - GH Segment	Multiple	200,000						
Idema Explorers Trail - Ravines Connector	Multiple	103,364	260,000					
Idema Explorers Trail - Stearns Connector	Multiple	3,350,437						
Grant Ravines Treehouse	Donations	277,125						
Grose Park Maintenance Building Rebuild	Insurance	13,500						
Ottawa Sands Phase 1 Improvements	Donations	3,228,400						
Idema Explorers Trail - Eastmanville Connector	Multiple	22,675			1,463,198			
Idema Explorers Trail - Bass River West Ph 2	4080	66,006			955,931			
Idema Explorers Trail - Allendale Segment	Multiple	50,000			1,967,052			
Ottawa Sands Restroom	Multiple		485,000					
Ottawa Sands Lake Loop	Multiple		991,844					
Rosy Mound Expansion	Multiple		4,702,700					
Adams Street Landing Linkage (40 Acres)	4080		100,000					
Idema Explorers Trail - Bass River West Phase 1	4080		1,729,883					
Idema Explorers Trail - Bend Phase 1	Multiple			484,932				
Bend Area Phase 4 Acquisition (Huizenga)	Multiple			597,800				
HOB Cottage Area Improvements	4080			339,000				
Bend Area Phase I	Multiple				600,000			
Paw Paw Macatawa Greenway Trail	Multiple				1,000,000			
Kirk Park Dune Stairs and Overlook	Multiple				140,000			
Grose Park Playground Renovation	4080				107,000			
Idema Explorers Trail - Bend Phase 2	Multiple				822,188			
Idema Explorers Trail - Bass River Central	Multiple				2,202,092			
Kirk Park Pavement Reconstruction	4080					490,000.00		
Sheldon Landing Development	Multiple					300,000.00		
Idema Explorers Trail - Amenities	Multiple						310,000.00	
Idema Explorers Trail - Bend Phase 3	Multiple						596,730.00	
Idema Explorers Trail - Bass River East	Multiple						1,193,942.00	
Parks Maintenance Projects	4080	176,370	276,750					
Subtotal		9,177,680	8,546,177	5,807,913	4,871,280	790,000	2,100,672	-
Grand Total		23,529,718	13,216,731	10,235,835	8,109,961	3,324,095	5,095,972	3,019,650

**County of Ottawa
Capital Improvement Plan
Fiscal Years 2023-2028**

Project Description	Funding Source	Unencumbered Balance as of 08/01/22	2023	2024	2025	2026	2027	2028 & Beyond
Aerial Reserve			78,389	-	-	-	-	-
Tech Reserve			75,000	-	-	-	-	-
(6550) Telecommunications Fund			-	-	488,057	-	-	-
Parks Millage			1,506,750	5,807,913	4,871,280	790,000	2,100,672	-
Parks Capital Project Donations			2,520,127	-	-	-	-	-
Parks Capital Project Federal Grants			-	-	-	-	-	-
Parks Capital Project State Grants			4,519,300	-	-	-	-	-
Parks Insurance Recovery								
(4020) Capital Project Fund			4,267,165	4,427,922	2,750,624	2,534,095	2,995,300	3,019,650
Family Court - Building Authority			-	-	-	-	-	-
(OCIA) Insurance Authority			250,000	-	-	-	-	-
Total Funding			13,216,731	10,235,835	8,109,961	3,324,095	5,095,972	3,019,650

Action Request



Committee: Board of Commissioners

Meeting Date: 08/23/2022

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: FY2022 Budget Adjustments

Suggested Motion:

To approve the 2022 budget adjustments per the attached schedule.

Summary of Request:

Approve budget adjustments processed during the month for appropriation changes and line item adjustments.

Mandated action required by PA 621 of 1978, the Uniform Budget and Accounting Act.

Compliance with the Ottawa County Operating Budget Policy.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective:

Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.

Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: *John Su*

Committee/Governing/Advisory Board Approval Date: 08/16/2022

Finance and Administration Committee

Fund	Department	Explanation	Revenue	Expense	
9-1961	Governmental Grants	Circuit Court - Office of Highway Safety Program Grant	Office of Highway Safety Program (OHSP) grant was budgeted during budget season last year. The final allocation from the granting agency was lower than anticipated (originally budgeted for \$93,352, final allocation \$45,000). Budget was revised to decrease program manager's and recovery court case manager's effort.	\$ (48,352)	\$ (48,352)
		Circuit Court - Adult Drug Treatment Court Program	Adult Drug Treatment Court Program was budgeted for \$84,907, however the final allocation from the state was \$103,000. Budget was revised to increase the program manager's and recovery court case manager's effort.	\$ 18,093	\$ 18,093
		Circuit Court - BJA Grant FY19	The Bureau of Justice grant awarded to the county recovery court runs from January 2019 through December 2022. The original carryover from the previous years was underestimated, so an adjustment is made to carry the funds forward into the current year to reflect \$194,984 of available funds through the end of the grant period. Additionally, we are recording \$147,000 of the county's in-kind contribution that is required by the federal award.	\$ 246,702	\$ 246,702
		Circuit Court - Substance Abuse and Mental Health Services Administration Grant - FY18 award	SAMHSA (Substance Abuse and Mental Health Services Administration) FY18 grant was not extended into FY22. The budget is reduced by the amount of the original estimated carryover.	\$ (43,513)	\$ (43,513)
		Circuit Court - Opioid, Methamphetamine, & Trauma Expansion and Response Program	Substance Abuse and Mental Health Services Administration awarded the grant from the period from July 2021 through July 2026. The original carryover from the previous years was underestimated, so an adjustment is made to carry the funds forward into the current year - \$396,112 in funding available through the end of the grant period.	\$ 87,770	\$ 87,770
		Circuit Court - BJA Grant FY21 award	The Bureau of Justice grant awarded to the county recovery court runs from October 2020 through September 2023. The original carryover from the previous years was underestimated, so an adjustment is made to carry the funds forward into the current year to reflect \$500,000 of available funds through the end of the grant period.	\$ 381,822	\$ 381,822

	Fund	Department	Explanation	Revenue	Expense
10-1169	Public Health	Health Department	Michigan Public Health Institute awarded \$15,000 (\$7,500 in FY22 and \$7500 in FY23) to enhance/add quality improvement (QI) componet to improve the transition from Maternal Infact Health Program to Early Childhood Programs.	\$ 7,500	\$ 800
10-1414	General Fund	Veterans Affairs	Michigan Veterans Affairs Agency awarded additional funds for Suicide Prevention Awareness.	\$ 20,000	\$ 20,000
11-70	Public Health	Health Department	Michigan Public Health Institute awarded \$20,395 for the purpose of reducing and eliminating COVID-19 inequities in impacted and at-risk populations.	\$ 20,395	\$ 20,395
11-331	Parks Capital Improvement	Transfers In	Additional funding allocated to Stearns Creek Acquisition project.	\$ 570	
	Parks & Recreation Parks Capital Improvement	Transfers Out	Grose Park Maintenance Bldg replacement (after fire) estimates are higher than the initially anticipated. This amendment recongnizes additional insurance recovery to fund the increase.		\$ 570
				\$ 10,000	\$ 10,000
11-436	Public Health	Health Department	State Grant Award to support the County's Public Health response to the Monkeypox Virus. Allowable expenses include staff time and communication.	\$ 15,000	\$ 15,000
11-800	GF - Board Initiatives	Department of Strategic Impact	Affordable Housing Project - Dwelling Place	\$ 2,000,000	\$ 2,000,000
	GF - Board Initiatives	Department of Strategic Impact	Affordable Housing Project - Samaritas	\$ 1,500,000	\$ 1,500,000
	GF - Board Initiatives	Department of Strategic Impact	Broadband - Middle Mile Design Phase	\$ 46,965	\$ 46,965
	GF - Board Initiatives	Department of Strategic Impact	County Initiative - Eviction Prevention	\$ 2,000,000	\$ 2,000,000
11-859	General Fund	Facilities Transfer In from Insurance Authority	Safety Supplies and Equipment funded by Insurance Authority Grant	\$ 65,000	\$ 65,000
11-859	Parks Capital Project Fund	Parks Transfer In from Insurance Authority	Card Access System for Parks funded by Insurance Authority Grant	\$ 268,000	\$ 268,000

Action Request



Committee:	Board of Commissioners
Meeting Date:	08/23/2022
Requesting Department:	Fiscal Services
Submitted By:	Karen Karasinski
Agenda Item:	Setting of Public Hearing on the FY 2023 Ottawa County Budget

Suggested Motion:

To approve the setting of a public hearing on the FY 2023 Ottawa County budget for Tuesday, September 13, 2022 to be held in the Ottawa County Board Room, 12220 Fillmore Street, West Olive, at 1:30p.m.

Summary of Request:

The Uniform Budgeting and Accounting Act requires a public hearing before the adoption of the budget.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective:

Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.

Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: *John Su*

Committee/Governing/Advisory Board Approval Date: 08/16/2022 Finance and Administration Committee

Action Request



Committee: Board of Commissioners

Meeting Date: 08/23/2022

Requesting Department: Administration

Submitted By: Regina MacMillan

Agenda Item: Community Mental Health Board

Suggested Motion:

To place into nomination the name of (*indicates recommendation from the Interview Subcommittee):

*Steven Savage

and to select one (1) to fill one (1) Primary Consumer vacancy beginning immediately and ending March 31, 2024.

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.

Goal 3, Objective 4: Evaluate communication with other key stakeholders.

Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: 

Committee/Governing/Advisory Board Approval Date: 08/23/2022

Talent and Recruitment Committee

Application Date: 07/26/2022

Position Applying For: Community Mental Health Board/Primary Consumer (BC)

Name: Steven Savage

[REDACTED]

Contact Information:

[REDACTED]

[REDACTED]

Education:

School: West Ottawa

Degree: High School Diploma

Employment Background:

Current Employer: None

Responsibilities:

None

Previous Employer: Zeeland Nursing Home

Position: Cleaning

Responsibilities:

I would clean the facilities.

Length of Residency in Ottawa County: 46

Does the County of Ottawa or any other unit of government employ any members of your family? false

If so, describe

What is your past experience in serving on governmental boards, or the boards of civic and other similar organizations?

I am on the board for the Drop In Center in Holland. I attend the drop in center five days a week and momentum at least 3 times a week.

I have been to the food club. I am involved in case management, therapy, and medication services through Community Mental Health.

I have also completed CLS services.

The Ottawa County Appointment Policy sets a minimum expectation of 75% attendance for all members of boards and commissions appointed

by the Ottawa County Board of Commissioners. If appointed, will you be able to comply with the terms of the Policy with regard to

attendance?

true

If not, why not?

Why do you want to be considered for this appointment?

I would like to help.

Action Request



Committee:	Board of Commissioners
Meeting Date:	08/23/2022
Requesting Department:	Administration
Submitted By:	Regina MacMillan
Agenda Item:	Community Corrections Advisory Board

Suggested Motion:

To place into nomination the names of (*indicates recommendation from the Interview Subcommittee):

*Linda Haveman
Kelly Beattie

and to select one (1) to fill one (1) General Public vacancy beginning immediately and ending December 31, 2022.

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.

Goal 3, Objective 4: Evaluate communication with other key stakeholders.

Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: *John Su*

Committee/Governing/Advisory Board Approval Date: 08/23/2022 Talent and Recruitment Committee

Linda Haveman

Committee: Community Corrections Advisory Board

Seat: General Public

Education

School:

MSU

Degree:

PhD Family and Child Ecology

School 2:

Cornerstone University

Degree 2:

MBA

Employment

Current Employer:

Reach the Forgotten Jail Ministry

Position:

Program Director

Responsibilities:

Assist the 34 chaplains located in counties across the state with volunteers and program development

Previous Employer:

Cornerstone University

Position:

Dean of Academics and Assessment

Responsibilities:

Oversaw adult learning programs including development of new degree programs and 200+ adjunct faculty.

Eligibility & Other Considerations

Residency Length:

60 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Board of Hope Charter School in Grand Rapids Board of Reach the Forgotten Jail Ministry Board of Remember Niger Coalition

Attendance Policy:

true

Why do you want to be considered for this appointment?

I would like to become a more active participant in my county. Eighteen years ago my son spent some time in jail, and it gave me an awareness of the needs of the correctional programs. As I looked through places to serve within Ottawa County, it seems that I have skills and experience that will serve the needs of the group.

Application Date: 07/31/2022

Position Applying For: Community Corrections Advisory Board/General Public

Name: Kelly Michael Beattie

[REDACTED]

Contact Information:

[REDACTED]

[REDACTED]

Education:

School: Eastern Michigan University

Degree: Master of Science, Historic Preservation

School: Central Michigan University

Degree: Bachelor of Science, History

Employment Background:

Current Employer: Grand Rapids Symphony

Position: Annual Fund and Stewardship Manager

Responsibilities:

Fundraising

Previous Employer: City of Grand Haven

Position: City Clerk

Responsibilities:

Municipal Clerk: Records Management, Election Management, General Management

Length of Residency in Ottawa County: 1

Does the County of Ottawa or any other unit of government employ any members of your family? false

If so, describe

What is your past experience in serving on governmental boards, or the boards of civic and other similar organizations?

I have 3.5 years of experience supporting and training government boards as a staff member, and extensive experience participating

in civic organization boards and committees.

The Ottawa County Appointment Policy sets a minimum expectation of 75% attendance for all members of boards and commissions appointed

by the Ottawa County Board of Commissioners. If appointed, will you be able to comply with the terms of the Policy with regard to

attendance?

true

If not, why not?

Why do you want to be considered for this appointment?

I am looking for a way to give back to my community which aligns with my skills and interests, and I think this would be a great fit!