### Agenda

# Finance and Administration Committee West Olive Administration Building – Board Room and YouTube 12220 Fillmore, West Olive, MI 49460 Tuesday, February 7, 2023 10:00 AM

### **Public Comment**

### **Consent Items:**

- I. Approval of the Agenda
- 2. Approval of Minutes from the January 17, 2023, Finance and Administration Committee Meeting.

### **Action Items:**

### I. Statement of Review

Suggested Motion:

To approve the Statement of Review for the month of January 2023.

### 2. Accounts Payable for January 2, 2023 through January 26, 2023

Suggested Motion:

To approve the general claims in the amount of \$26,311,053.93 as presented by the summary report for January 2, 2023 through January 26, 2023.

### 3. Clean Sweep Grant Agreement from MDARD

Suggested Motion:

To approve and forward to the Board of Commissioners the Clean Sweep Grant application from the Michigan Department of Agriculture and Rural Development.

### 4. Native Landscape Design and Services Agreement

Suggested Motion:

To approve and forward to the Board of Commissioners an Agreement with Native Edge LLC for professional design, implementation, and maintenance services to Ottawa County for the native landscape design and services project at a total cost of \$95,000.

### 5. Contract for Roof Repairs at Three County Buildings

Suggested Motion:

To approve and forward to the Board of Commissioners the contract with Weatherproofing Technologies Inc. to repair and resurface the roofs at 1111 Fulton Street, DHHS and A buildings at the James Street Campus for a total cost of \$959,820.44.

### 6. Community Health Needs Assessment Contract

### Suggested Motion:

To approve and forward to the Board of Commissioners the 2023 Memorandum of Understanding for the Community Health Needs Assessment contract and funding.

### 7. Pioneer Resources Transportation Contract

### Suggested Motion:

To approve and forward to the Board of Commissioners the Specialized Services Public Transportation Subcontract Agreement with Pioneer Resources.

### 8. MSHDA Grant Funding Amendment

### Suggested Motion:

To approve and forward to the Board of Commissioners the funding amendment to the Michigan State Housing Development Authority (MSHDA) Rental Assistance and Homeless Solutions grant #HML-2022-0ttawa C-5826-ESF.

### 9. MSHDA Grant Funding Amendment

### Suggested Motion:

To approve and forward to the Board of Commissioners the funding amendment to the Michigan State Housing Development Authority (MSHDA) Rental Assistance and Homeless Solutions grant #HML-2020-0ttawa C-5826-C19.

### 10. MSHDA Grant Funding Amendment

### Suggested Motion:

To approve and forward to the Board of Commissioners the funding amendment to the Michigan State Housing Development Authority (MSHDA) Rental Assistance and Homeless Solutions grant #HML-2021-0ttawa C-5826-ESF.

### II. Community Mental Health Personnel Request

### Suggested Motion:

To approve and forward to the Board of Commissioners the request from Community Mental Health to add eight full-time new positions and remove two positions at a total cost of \$572,307.20 to be funded by CCBHC grant and Medicaid.

### 12. <u>Innovation and Technology Personnel Request</u>

#### Suggested Motion:

To approve and forward to the Board of Commissioners the request from IT to add one, 1.0 FTE full-time, benefited Network Administrator position at universal paygrade 15 for a total cost of \$131,738.

### 13. 2024 Budget Calendar

### Suggested Motion:

To approve and forward to the Board of Commissioners the 2024 Budget Calendar.

### 14. FY2023 Budget Adjustments

Suggested Motion:

To approve and forward to the Board of Commissioners the 2023 budget adjustments per the attached schedule.

### 15. Quarterly Financial Status Report

### Suggested Motion:

To receive for information the detailed Financial Statements for the General Fund and Mental Health Fund, as well as a higher-level summary for the Special Revenue Funds, through the end of the 1st quarter of Fiscal Year 2023.

### **Discussion Items:**

- I. ARPA Project Overview
  - a. ARPA Bucket Infographic
  - b. ARPA Projects Visual Guide
  - c. Local Unit ARPA Fund Distribution Summary
  - d. ARPA Background Appendix

### **Public Comment**

### **Adjournment**

Comments on the day's business are to be limited to three (3) minutes.

### FINANCE AND ADMINISTRATION COMMITTEE

#### **Proposed Minutes**

DATE: January 17, 2023

TIME: 10:00 a.m.

PLACE: Fillmore Street Complex

PRESENT: Gretchen Cosby, Lucy Ebel, Doug Zylstra, Jacob Bonnema, Joe Moss, Rebekah Curran, Sylvia Rhodea, Roger Belknap, Roger Bergman, and Allison Miedema (10)

STAFF & GUESTS: John Gibbs, County Administrator; Patrick Waterman, Deputy County Administrator; Jack Jordan, Corporation Counsel; Karen Karasinski, Fiscal Services Director; Myra Ocasio, Assistant Fiscal Services Director; Marcie VerBeek, HR Director; Rachel Sanchez, Chief Deputy Register; Katelyn Bard, Clerk/Register Specialist; Madison Schnaidt, Elections Assistant; Amanda Price, County Treasurer; Cheryl Clark; Chief Deputy Treasurer; Lisa Uganski, Public Health; Sondra Lake, Public Health; Jennifer Sorek, Public Health; Amy Bodbyl-Mast, Financial Manager; Blake Upright, Facilities Director; Paul Sachs, Strategic Impact Director; Amy Chittenden, Prosecutor's Office; Lee Fisher, County Prosecutor; Jason Shamblin, Parks Director; Adeline Hambley; Public Health Officer; Jennifer Brozowski; CAA Program Director; Members of Public; Teresa White, Lori Grasman, David Barnosky, Don Sheill, Joanne Patterson, Media Representatives; Michael Kransz and Cory Morse, GR Press

SUBJECT: CONSENT ITEMS

FC 23-001 Motion: To approve the agenda of today and to approve the minutes from the

December 6, 2022, Finance and Administration Committee Meeting.

Moved by: Zylstra UNANIMOUS

SUBJECT: ELECTION OF VICE CHAIRPERSON

FC 23-002 Motion: To elect Jacob Bonnema as Vice Chairperson of the Finance and Administration

Committee for 2023.

Moved by: Zylstra UNANIMOUS

SUBJECT: STATEMENT OF REVIEW

FC 23-003 Motion: To approve the Statement of Review for the month of December 2022.

Moved by: Bergman UNANIMOUS

SUBJECT: INTERLOCAL PROSECUTION AGREEMENT

FC 23-004 Motion: To approve and forward to the Board of Commissioners the new Interlocal

Prosecution Agreement between Ottawa County and Allegan County.

Moved by: Bergman UNANIMOUS

SUBJECT: COMMUNITY ACTION AGENCY PERSONNEL REQUEST

FC 23-005 Motion: To approve and forward to the Board of Commissioners a proposal to change

one .6 FTE, benefited Weatherization Inspector position at universal paygrade 7 to a 1.0

FTE for a total cost of \$14,786.25.

Moved by: Bergman UNANIMOUS

SUBJECT: FISCAL SERVICES PERSONNEL REQUEST

FC 23-006 Motion: To approve and forward to the Board of Commissioners a proposal to add one,

1.0 FTE full-time, benefited Assistant Mental Health Financial Manager position at a universal paygrade 13 for a total cost of \$117,738.00 paid for with grand funding and

Medicaid.

Moved by: Moss UNANIMOUS

SUBJECT: FACILITIES PERSONNEL REQUEST

FC 23-007 Motion: To approve and forward to the Board of Commissioners a proposal to change

one, 1.0 FTE full-time, benefited Maintenance Worker position at universal paygrade 5 to a Maintenance Technician at universal paygrade 7 for a total cost of \$8,140.38.

Moved by: Belknap UNANIMOUS

SUBJECT: FY 2023 BUDGET ADJUSTMENTS

FC 23-008 Motion: To approve and forward to the Board of Commissioners the 2023 budget

adjustments per the attached schedule.

Moved by: Bergman UNANIMOUS

SUBJECT: DISCUSSION ITEMS

FC 23-009 Motion: To add a discussion item #4, Scheduling Conflicts.

Moved by: Zylstra UNANIMOUS

1. Treasurer's Financial Month End Update-Amanda Price, Ottawa County Treasurer, presented the

Treasurer's Financial Month End update.

2. Current Status of ARPA Funds-Karen Karasinski gave an overview of the ARPA funding process

and gave a financial update.

3. Overview of Budget Process-Decided to move this to the next meeting.

4. Scheduling Conflicts-move the Tuesday, February 14 Board meeting to Thursday, February 16, due to MACC conference. They will decide on rescheduling the meeting that would be on July 4

closer to July.

SUBJECT: ADJOURNMENT

FC 23-010 Motion: To adjourn at 11:28 a.m.

Moved by: Curran UNANIMOUS

### **Action Request**

		Action Net	Juest				
	Committee:	Finance and Administrat	ion Committee				
	Meeting Date	: 02/07/2023					
	Requesting Department:	Human Resources					
Ottown Constant	Submitted By	Regina MacMillan					
Ottawa County Where You Beforg	Agenda Item:	Statement of Review					
Suggested Motion	 						
		view for the month of	January 2023				
το αρριόνο της ότ	atement of re	view for the month of	daridary 2020	•			
Summary of Requ	est:						
Mileage payments	to Commissio	ners per the Commis	sioners' Milea	ge Policy.			
5 1 7		1		5 ,			
	-						
Financial Informat	ion:	Canaval Fund		I local code ad to			
Total Cost: \$828.85		General Fund Cost: \$828.85		Included in Budget:	✓ Yes	☐ No	□ N/A
	udget, recomme	ended funding source:					
Action is Related	to an Activity V	Vhich Is: ✓ Mand	lated	] Non-Mandate	ed	New	Activity
Action is Related							
Goal: Goal 1: To Maintair	and Improve the Stror	ng Financial Position of the County	/.				
Objective: Goal 1, Obje	ective 1: Maintain and	improve current processes and im	plement new strategie	es to retain a balanc	ced budget.		
Goal 1, Obje	ective 2: Maintain and i	mprove the financial position of the	e County through legi	slative advocacy.			
Goal 1, Obje	ective 3: Maintain or im	prove bond credit ratings.					
Administration:	111 [/	Recommended	☐Not Recom	mended	Without F		ndation
County Administra	// // // /A		Livot necoli	IIIICIIUCU	williout f	100011111E	nualiui
	/						
Committee/Govern	ning/Advisory Bo	oard Approval Date:					

To:	Roger Bergman	Date: January 3	1 2023		
Address:		<b>Dept:</b> 10101010	860000 (Unless	otherwise noted)	
City:					•
State:	MI	_			
Zip:	49417	_			
Date	Description	_	Miles	Current Rate	Amount
January 3 2023	board of commission		28.	90.655	\$18.34
January 10 2023	board of commission		28.	90.655	\$18.34
January 17 2023	PLANNING & POLICY		28.	00 \$0.655	\$18.34
January 24 2023	CCAB MEETING		28.	90.655	\$18.34
January 24 2023	BOARD OF COMMISSION		28.	00 \$0.655	\$18.34
January 26 2023	TALK OF THE TOWN WHTC		44.	00 \$0.655	\$28.82
	Pick From List			\$0.655	\$0.00
	Pick From List			\$0.655	\$0.00
	Pick From List			\$0.655	\$0.00
	Pick From List			\$0.655	\$0.00
	Pick From List			\$0.655	\$0.00
	Pick From List			\$0.655	\$0.00
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	Pick From List			\$0.655	\$0.00
	Pick From List			\$0.655	\$0.00
	Pick From List			\$0.655	\$0.00
	Pick From List			\$0.655	\$0.00
		Total A	Aileage: 184.	90.655	\$120.52

To	Dozor Pollungh	Date:	January 21 2022			
10.	Roger Belknap	Date:	January 31 2023			
Address:		Dept:	10101010 860000 (Unless	otherwise n	oted)	
City:		-				
State:	MI	-				
Zip:	49417	-				
Date	Description	<del>-</del> )		Miles	Current Rate	Amount
anuary 3 2023	Board of Commissioners Organizational Meeting - 11 Miles from home to Filln	nore Complex; 22 m	iles round trip	22.00	\$0.655	\$14.41
anuary 5 2023	Brownfield Redevelopment & Economic Development Corporation Meetings - I	Fillmore Complex		22.00	\$0.655	\$14.41
anuary 10 2023	Board of Commissioners Meeting - Filmore Complex			22.00	\$0.655	\$14.41
anuary 17 2023	Planning and Policy Committee Meeting & Finance Administration Committee	Meeting - Fillmore Co	omplex	22.00	\$0.655	\$14.41
anuary 18 2023	Groundwater Update W/ Department of Strategic Impact Meeting - Fillmore C	Complex		22.00	\$0.655	\$14.41
anuary 20 2023	West Michigan Regional Planning Commission Meeting - MDOT Grand Region	Office, 1420 Front	Ave NW, Grand Rapids	72.00	\$0.655	\$47.16
anuary 24 2023	Board of Commissioners Meeting & Pictures - Fillmore Complex			22.00	\$0.655	\$14.41
anuary 30 2023	Ottawa County Central Dispatch Authority Meeting - Fillmore Complex			22.00	\$0.655	\$14.41
anuary 31 2023	Planning and Policy Committee Meeting & Finance Administration Committee	Meeting - Fillmore Co	omplex	22.00	\$0.655	\$14.41
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
		·	Total Mileage:	248.00	\$0.655	\$162.44

To:	Jacob Bonnema	_Date:	January 31 2023			
Address:		Dept:	10101010 860000 (Unless	otherwise n	oted)	
City:		_				
State:		_				
Zip:		_ _				
Date	Description	)		Miles	Current Rate	Amount
January 6 2023	Meetings with staff			28.00	\$0.655	\$18.34
January 9 2023	Meetings with staff			28.00	\$0.655	\$18.34
January 10 2023	Board of Commissioners Meeting			28.00	\$0.655	\$18.34
January 12 2023	Meetings with staff			28.00	\$0.655	\$18.34
January 13 2023	Meetings with staff			28.00	\$0.655	\$18.34
January 17 2023	Planning and Policy Committee Meeting			28.00	\$0.655	\$18.34
January 24 2023	Board of Commissioners Meeting			28.00	\$0.655	\$18.34
January 25 2023	Solid Waste Planning Committee			28.00	\$0.655	\$18.34
January 18 2023	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
			Total Mileage:	224.00	\$0.655	\$146.72

To:	Gretchen Cosby	Date:	January 31 2023			
Address:		Dept:	10101010 860000 (Unless	otherwise n	oted)	
City:		-				
State:	Michigan	-				
Zip:	49460	-				
Date	Description	-		Miles	Current Rate	Amount
January 3 2023	Board of Commissioners Meeting			23.00	\$0.655	\$15.07
January 10 2023	Board of Commissioners Meeting			23.00	\$0.655	\$15.07
January 16 2023	Community Mental Health			19.00	\$0.655	\$12.45
January 17 2023	Planning and Policy Committee			23.00	\$0.655	\$15.07
January 24 2023	Board of Commissioners Meeting			23.00	\$0.655	\$15.07
January 30 2023	Lakeshore Advantage Meeting			21.00	\$0.655	\$13.76
January 31 2021	Health and Human Services Meeting			23.00	\$0.655	\$15.07
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
			Total Mileage:	155.00	\$0.655	\$101.53

To	Lance That	Data	1 21 2022			
10:	Lucy Ebel	Date:	January 31 2023			
Address:		Dept:	10101010 860000 (	Unless oth	erwise noted)	
City:						
State:	MI					
Zip:	49422					
Date	Description			Miles	Current Rate	Amount
January 3 2023	Org meeting			19.00	\$0.655	\$12.45
January 10 2023	Board of Commissioners Meeting			19.00	\$0.655	\$12.45
					\$0.655	\$0.00
January 17 2023	Planning and Plicy Committee			19.00	\$0.655	\$12.45
January 19 2023	Meeting with Lynn Doyle CMH			2.00	\$0.655	\$1.31
January 23 2023	CMHOC Boart Meeting			19.00	\$0.655	\$12.45
January 24 2023	Board of Commissioners Meeting			19.00	\$0.655	\$12.45
January 30 2023	Meeting with Lakeshore Advantage & Metal Flow CEO			5.00	\$0.655	\$3.28
January 31 2023	Board of Commissioners Meeting			19.00	\$0.655	\$12.45
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
			Total Mileage:	121.00	\$0.655	\$79.26

To:	Allison Miedema	Date:	January 25 2023			
Address:		Dept:	10101010 860000 (Unless	otherwise n	oted)	
City:		_				•
State:	Michigan	_				
Zip:	49534	-				
Date	Description	<del>-</del> 1		Miles	Current Rate	Amount
January 3 2023	Board of Commissioners			24.00	\$0.655	\$15.72
January 5 2023	Polkton Township Board meeting			17.40	\$0.655	\$11.40
January 10 2023	Board of Commissioners			24.00	\$0.655	\$15.72
January I I 2023	Agricultural Preservation Board Meeting			24.00	\$0.655	\$15.72
January 17 2023	Planning and Policy; Finance and Admin meetings			24.00	\$0.655	\$15.72
January 18 2023	Parks and Recreation Board meeting			24.00	\$0.655	\$15.72
January 24 2023	Board of Commissioners			24.00	\$0.655	\$15.72
January 3 I 2023	Health and Human Services; Talent and Recruitment meetings			24.00	\$0.655	\$15.72
January 3 I 2023	ODC meeting			28.00	\$0.655	\$18.34
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
	Pick From List				\$0.655	\$0.00
			Total Mileage:	213.40	\$0.655	\$139.78

_		_					
10	: Douglas R. Zylstra	D	ate:	January 2023			
Addre	ess:	D	ept:	10101010 860000 (Unless	otherwise r	noted)	
City:			-			,	
	Michigan						
Zip: 4							
Date		Description			Miles	Current Rate	Amount
						\$0.655	
January 3 2023	Organizational Meeting				30.00		
January 10 2023	BOARD MEETING				30.00		\$19.65
January 17 2023	Finance				30.00		\$19.65
January 24 2023	BOARD MEETING				30.00		
						\$0.655	\$0.00
						\$0.655	\$0.00
						\$0.655	\$0.00
						\$0.655	\$0.00
						\$0.655	\$0.00
						\$0.655	\$0.00
						\$0.655	\$0.00
						\$0.655	\$0.00
						\$0.655	\$0.00
						\$0.655	
						\$0.655	
	-					\$0.655	\$0.00
				Total Miles	120.00	\$0.655	\$0.00
				Total Mileage:	120.00	\$0.655	\$78.60

### **Action Request**



Committee:	Finance and Administration Committee
Meeting Date	: 02/07/2023
Requesting Department:	Fiscal Services
Submitted By	: Karen Karasinski
Agenda	Accounts Dayable for January 2, 2022 through January 26, 2022

Accounts Payable for January 2, 2023 through January 26, 2023.

### Suggested Motion:

Item:

To approve and forward to the Board of Commissioners the general claims in the amount of \$26,311,053.93 as presented by the summary report for January 2, 2023 through January 26, 2023.

### Summary of Request:

The summary of claims by fund is submitted to the Board for ratification in compliance with County Policy titled Authorization of Funds and Timing of Disbursement.

To assure prompt payment of invoices and financial integrity of the County, the Treasurer is authorized to release payment of County funds prior to approval of the Board of Commissioners. Provided said list of disbursements will first be certified by the Fiscal Services Director or designee prior to submission to the County Treasurer for processing.

The Board, at all times, retains the right to review the supporting invoices and detail of all claims.

Historically, a list was ratified twice a month, at each Board meeting. The time period presented today is for four weeks and is therefore significantly higher the previous amounts.

Financial Information:				·		
Total Cost: \$26,311,053.93	General Fund \$4,285,35	50.69	Included in Budget:	✓ Yes	☐ No	□ N/A
If not included in budget, recomme	ended funding source:					
Action is Related to an Activity W	/hich Is:	dated	Non-Mandated		New	Activity
Action is Related to Strategic Pla	ın:					
Goal: Goal 1: To Maintain and Improve the Stron	g Financial Position of the Count	y.				
Objective: Goal 1, Objective 1: Maintain and in	mprove current processes and in	nplement new strategies	to retain a balanced	budget.		
				_		
Administration: ✓	] Recommended		mended	] Without F	Recomme	endation
County Administrator:						
Operation (Operation (April 2012)	and Annuarial Date:					
Committee/Governing/Advisory Bo	ara Approvai Date:					

### Total CHECKS | EFTs | WIRES



Dates:

January 2, 2023

to

January 26, 2023

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:

\$26,311,053.93

Ψ20,011,000.0	0
2,486 INVOICES	26,311,053.93
Karen Karasinski Fiscal Services Director	1/27/23 Date
We hereby certify that the Board of	
the claims on Thursday, February 16	, 2023
Joe Moss, Chairperson	Justin Roebuck
Board of Commissioners	Clerk/Register of Deeds

### Total CHECKS | EFTs | WIRES



Dates:

January 2, 2023

to

January 26, 2023

Total of all funds:

\$26,311,053.93

\$13,536.18	TREASURY FUND	0000
\$4,285,350.69	GENERAL FUND	1010
\$0.00	GENERAL FUND CELL TOWERS	1060
\$10,551,990.00	GENERAL FUND BOARD INITIATIVES	1070
\$136,613.46	PARKS & RECREATION	2081
\$15,944.75	FRIEND OF THE COURT	2160
\$106,205.39	OTHER GOVERNMENTAL GRANTS	2180
\$103,621.34	HEALTH FUND	2210
\$3,115,132.92	MENTAL HEALTH	2220
\$171,396.49	COMMUNITY MENTAL HEALTH MILLAGE	2221
\$254,283.21	SUBSTANCE USE DISORDER	2225
\$0.00	GENERAL SOLID WASTE CLEAN-UP	2271
\$55,861.73	LANDFILL TIPPING FEES	2272
\$0.00	FARMLAND PRESERVATION	2340
\$0.00	GENERAL FUND INFRASTRUCTURE	2444
\$0.00	HOMESTEAD PROPERTY TAX	2550
\$8,170.00	REGISTER OF DEEDS TECHNOLOGY	2560
\$0.00	GENERAL FUND STABILIZATION	2570
\$42,527.10	OFFICE OF PUBLIC DEFENDER	2600
\$64,855.54	WEMET (SEPARATE ENTITY)	2602
\$0.00	FEDERAL FOREITURE	2620
\$33,942.03	SHERIFF GRANTS & CONTRACTS	2630
\$817.26	CONCEALED PISTOL LICENSING	2631
\$0.00	AMERICAN RESCUE PLAN ACT	2860
\$4,341.67	DEPT OF HEALTH & HUMAN SERVICES	2901
\$52,936.47	CHILD CARE FUND	2920
\$0.00	GENERAL FUND DB/DC CONVERSION	2970

### Total CHECKS | EFTs | WIRES



Dates:

January 2, 2023

to

January 26, 2023

Total of all funds:

\$26,311,053.93

\$0.00	DEBT SERVICE	3010
\$0.00	OCBA-DEBT SERVICE FUND	3690
\$497,593.93	CAPITAL IMPROVEMENT	4020
\$0.00	BUILDING AUTHORITY CAPITAL IMPROVEMENT	4690
\$2,128.97	DELINQUENT TAX FUND	5160
\$257,613.20	INNOVATION & TECHNOLOGY	6360
\$22,077.00	DUPLICATING	6450
\$57,981.46	TELECOMMUNICATIONS	6550
\$16,563.47	EQUIPMENT POOL	6641
\$91,441.96	PROTECTED SELF-FUNDED INSURANCE	6770
\$2,006,949.26	EMPLOYEE BENEFITS	6771
\$17,081.96	PROTECTED SELF-FUNDED UNEMPL INS.	6772
\$0.00	LONG-TERM DISABILITY INSURANCE	6775
\$0.00	OTTAWA CNTY-INSURANCE AUTHORITY	6780
\$1,711,544.78	RETIRMENT BENEFITS	6810
\$2,022,507.46	TRUST & AGENCY	7010
\$1,836.80	JUVENILE COURT	7015
\$302,601.75	IMPREST PAYROLL	7040
\$0.00	LIBRARY PENAL FINE	7210
\$93,860.44	OPEB TRUST	7360
\$187,868.11	DRAINS (Component Unit)	8010
\$0.00	DRAINS-CAPITAL (Component Unit)	8011
\$0.00	DRAINS-REVOLVING (Component Unit)	8020
\$0.00	DRAINS-DEBT SERVICE (Component Unit)	8510
\$0.00	INLAND LAKE IMPROVEMENT	8725
\$3,877.15	BROWNFIELD REDEVELOPMENT AUTHORITY (Component Unit)	8800

### **Action Request**

Electronic Submission - Contract # 1820



**Committee: FINANCE AND ADMINISTRATION** 

Meeting Date: 2/7/2023 Vendor/3<sup>rd</sup> Party: MDARD

Requesting Department: PUBLIC HEALTH

Submitted By: KRIS CONRAD

Agenda Item: CLEAN SWEEP GRANT AGREEMENT FROM MDARD

#### Suggested Motion:

To approve and forward to the Board of Commissioners the Clean Sweep Grant application from the Michigan Dept of Agriculture and Rural Development.

#### Summary of Request:

Clean Sweep reimburses for the disposal cost, transportation, and labor-related cost to dispose of Pesticides. This reduces the cost of the household hazardous waste portion of the services provided at the Environmental Sustainability Centers

See Kim Wolters for more information

Einan	ninl	Infor	mation:	

Total Cost: \$28,000.00 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:

2/2/2023 4:52:47 PM

Committee/Governing/Advisory Board Approval Date: 2/7/2023

## Michigan Agriculture Environmental Assurance Program Clean Sweep Program

### **Grant Agreement**

### Between

Michigan Department of Agriculture and Rural Development and

County of Ottawa, Board of Commissioners

October 1, 2022 – September 30, 2023

# Michigan Department of Agriculture and Rural Development Michigan Agriculture Environmental Assurance Program Clean Sweep Program

By authority granted under Act No. 166 of the Public Acts of 2022, the Michigan Department of Agriculture and Rural Development, (hereinafter the "Grantor") hereby agrees to provide the County of Ottawa, Board of Commissioners (hereinafter, the "Grantee") with grant assistance subject to the terms and conditions, and limitations as set forth herein.

The maximum amount of grant assistance hereby offered is \$28,000.00.

The grant shall be effective from October 1, 2022 through September 30, 2023.

If the project is not completed in the initial period, a grant extension may be considered by the Grantor. Approval of an extension is not guaranteed and is dependent on the Grantee's compliance with the enclosed Terms and Conditions. If the Grantee requires an extension, the Grantee should contact the Grant Administrator as soon as it is evident an extension is needed. Any request for extension must be made to the Grant Administrator in writing before the expiration of the grant.

Funds will be made available for this program in accordance with the attached Terms and Conditions.

This grant is valid contingent upon the availability of funds. If the Grantor's funds are reduced by the Legislature as part of a budget reduction or reduced for any other reason, this grant may be reduced or canceled.

This grant does not commit the State of Michigan or the Department of Agriculture and Rural Development to approve requests for additional funds not contained in this grant.

Grantee accepts the grant and agrees that the funds made available through the grant will be used only as set forth herein.

E-SIGNED by Kimberly Wolters on 2023-01-19 14:49:37 EST

Kimberly Wolters, Environmental Health Supervisor County of Ottawa, Board of Commissioners

E-SIGNED by Chad Rogers on 2023-01-26 15:41:25 EST

James Johnson, Director Environmental Stewardship Division Service Agreement between Michigan Dept of Agriculture and Rural Development And The Ottawa County Department of Public Health January 2023

SIGNATURE PAGE:		
COUNTY OF OTTAWA		
By:		
Joe Moss, Chairperson	Date	
Board of Commissioners		
By:		
Justin F. Roebuck, County Clerk/Register	Date	

### Michigan Department of Agriculture and Rural Development Grant Agreement

TITLE:

Michigan Agriculture Environmental Assurance

Program (MAEAP) Clean Sweep Program

**GRANTEE/ADDRESS:** 

Kim Wolters

County of Ottawa, Board of Commissioners

12251 James Street, Suite 200 Holland, Michigan 49424 Phone: 616-494-5569

E-mail: kwolters@miottawa.org

GRANT ADMINISTRATOR/

ADDRESS:

Abigail Eaton

Michigan Department of Agriculture &

Rural Development

**Environmental Stewardship Division** 

P.O. Box 30017

Lansing, Michigan 48909 Phone: 517-284-5612

E-mail: eatona@michigan.gov

TOTAL AUTHORIZED

BUDGET:

\$28,000.00

**GRANT NUMBER:** 

23000000198

### I. GENERAL TERMS AND CONDITIONS

### A. Record Retention

Grantee shall retain all financial reports, supporting documents and statistical records for a period of three years after the close of the grant. Grantee shall also require all subcontractors retained for the performance of this grant to retain all financial reports, supporting documents and statistical records for a period of three years after the close of the grant. The retention period starts from the date of receipt of the Final Report by the Grant Administrator. Examples of documents to be retained might include but are not limited to: original and/or electronic invoices, billings, packing slips, reports, checking account statements, accounts payable records, contracts and sub-contracts.

### B. Procurement

The Grantee agrees that all procurement transactions involving the use of funds from this grant shall be conducted in a manner that provides maximum open and free competition.

### C. Grant Changes

The Grantee must obtain prior written approval for program changes from the Grant Administrator. Grant changes include:

- 1. Changes in substance in the program activities.
- 2. Additions or deletions in the project work plan or location.
- 3. Any single or cumulative change in the budget of 20% or more of the grant amount.

### D. Regulation Compliance

The Grantee and Grantee's contractors and subcontractors are responsible for compliance with all federal and state laws and municipal ordinances and regulations that in any manner affect the work or performance of this grant and shall at all times carefully observe and comply with all rules, ordinances and regulations.

### E. Non-Discrimination Clause

In the performance of this grant, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract entered into for the performance of this Grant Agreement will contain a provision requiring non-discrimination in employment, as herein specified, that is binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101, et seq. Any breach of this

covenant may be regarded as default under Section J and grounds for cancelling the Grant Agreement.

### F. Unfair Labor Practices

Pursuant to Act No. 278 of the Public Acts of 1980, as amended, MCL 423.321 *et seq.*, the State of Michigan (the State) shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to MCL 423.322.

Grantee shall not enter into a contract for the performance of this grant with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to MCL 423.324, the Grantor may void this Agreement if, subsequent to entering this Agreement, the name of the Grantor or the name of any of Grantor's subcontractors, manufacturers or suppliers appears in the register.

### G. Liability Insurance

The Grantee shall provide and maintain insurance in an amount sufficient to protect from claims that may arise out of or result from the Grantee's operations under this grant, or for anyone whose acts they are legally liable.

### H. Indemnification

Each party to this Grant Agreement must seek its own legal representation and bear its own costs in any litigation that may arise from performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation and that each party shall be responsible for any judgments entered against it.

#### I. Conflict of Interest

No member of the legislative, judicial, or executive branch of state or federal governments or any local unit of government official shall personally benefit from this Grant Agreement. No member of the Grantee's Board of Directors, its employees, partner agencies or their families shall have any personal benefit from this Grant Agreement.

#### J. Cancellation

This Grant Agreement may be canceled by 30 day written notice by either party. If canceled, Grantee must provide a Final Report and invoice within 30 days of cancellation.

Cancellation or reduction of the grant by the Grantor may be for default by the Grantee, lack of further need for the service at the location named in the contract, or conviction of criminal offense(s) as set forth below.

Default is defined as the failure of the Grantee to fulfill the obligations of the Grant Agreement. In case of default by the Grantee, the Grantor may cancel the Grant Agreement immediately and all unused grant funds must be returned by

the Grantee immediately. All disallowed costs and overpayments shall also be returned by the Grantee within 30 days of cancellation.

In the event the Grantor no longer needs the service specified in the grant due to department changes, changes in laws, rules or regulations, relocation of offices, or no longer has appropriations to fund the grant, the Grantor may cancel or reduce the grant by giving the Grantee written notice of such cancellation or reduction 30 days prior to the date of cancellation or reduction. All costs incurred by the Grantee between the grant cancellation or reduction notice and the cancellation or reduction date, with the exception of previously budgeted personnel costs and non-cancelable obligations, must be approved by the Grant Administrator prior to their incurrence. No costs shall be allowed after the grant has been cancelled.

The Grantor may immediately cancel the grant without further liability to the State, its departments, agencies and employees if the Grantee, an officer of the Grantee, or an owner of the Grantee is convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement; theft; forgery; bribery; falsification or destruction of records; receiving stolen property; attempting to influence a public employee to breach the ethical conduct standards for State employees; violation of a state or federal antitrust statute; or any other criminal offense which in the sole discretion of the Grantor, reflects on the Grantee's business integrity.

### K. Electronic Funds Transfer

In accordance with Act No. 207 of the Public Acts of 2004, payments under this Grant Agreement must be processed by electronic funds transfer (EFT). Grantees are required to register to receive payments by EFT at the SIGMA website https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService.

### L. Freedom of Information

This is a grant from public funds and records associated with it are subject to disclosure under Michigan's Freedom of Information Act.

### II. SPECIAL TERMS AND CONDITIONS

### A. Statement of Purpose

The purpose of this grant is to provide funding support for pesticide collection and disposal.

### **B.** Statement of Work

The Grantee shall accept pesticides from any end-user of pesticides that resides in the State of Michigan.

- 1. End-users of pesticides shall not be charged for disposal costs for those billed to this grant.
- 2. User fees, when charged, shall be charged uniformly without regard to the residence of the end user or the amount of pesticide presented for disposal.
- 3. End-users of pesticides shall enjoy equal access to the Grantee's pesticide collection program and facility without regard to the residence of the end-user.
- 4. Agribusinesses may present pesticides for disposal with advanced approval from the Grantee and the Grantor. The business must submit a detailed inventory listing amounts of pesticides collected by EPA Registration Number, weight, and volume.
- 5. The Grantee is responsible for reporting the weight of pesticides and the tare weight of barrels, flex bins, packaging, and other containers and materials used to package pesticides for disposal. The Grantee will clarify in the contract with their disposal vendors to collect this information, as necessary.

#### C. Budget

This is a cost reimbursement grant funded with state restricted funds from the Freshwater Protection Fund. Costs may include:

- Pesticide disposal (reimbursement not to exceed \$1.65 per pound)
- Waste hauler fees
- On-site vendor handling and labor costs
- Packaging materials
- Transportation costs
- HAZWOPER 24 hour or 8 hour training registration fee only, for up to two employees

The budget may not exceed \$28,000.00.

#### D. Payment Schedule

Payments will be made available upon receipt of reports as defined in Section II.F.

Grantee will be reimbursed for the disposal costs of pesticides and associated expenses, up to the amount supported on disposal vendor invoices.

### E. Audit

The project will be subject to audit by the state who may review the adequacy of the financial management/reporting system during, or at any time subsequent to, the award.

### F. Reporting

The Grantee shall submit program data and requests for reimbursement to MDA-ESD-Grants@michigan.gov with a copy to the program manager at EatonA@michigan.gov.

- 1. Requests for reimbursement are due quarterly:
  - January 7, 2023
  - April 7, 2023
  - July 7, 2023
  - October 5, 2023

Requests may be submitted more frequently as collection events occur.

If there is no program activity to report for a quarter, the Grantee must notify the Grantor via MDA-ESD-Grants@michigan.gov and EatonA@michigan.gov.

The final billing must be submitted no later than October 5, 2023. If a vendor invoice(s) for final collection is not yet available, an estimate of final costs, based on pounds collected, must be submitted by this date.

- 2. Each request for reimbursement shall include:
  - a. MDARD Clean Sweep Request for Reimbursement Form itemizing reimbursement for each collection site.
  - b. Itemized vendor invoices with pesticide line items clearly identified. The vendor invoices shall summarize the total tare weight of pesticides collected and the weight of containers and packaging used by the vendor to dispose of pesticides.
  - c. A summary of the types and amounts of pesticides collected by EPA Registration Number, weight, and volume if collecting from a business.
  - d. Hazardous waste transportation manifest.

### **Action Request**

Electronic Submission - Contract # 1822



Committee: FINANCE AND ADMINISTRATION
Meeting Date: 2/7/2023

Vendor/3rd Party: NATIVE EDGE

Requesting Department: DEPARTMENT OF STRATEGIC IMPACT

Submitted By: PAUL SACHS

Agenda Item: NATIVE LANDSCAPE DESIGN AND SERVICES

#### **Suggested Motion:**

To approve and forward to the Board of Commissioners an Agreement with Native Edge LLC for professional design, implementation and maintenance services to Ottawa County for the native landscape design and services project at a total cost of \$95,000.

#### Summary of Request:

A significant amount of groundwater is consumed to maintain traditional turf-style landscapes by residents and businesses on wells. Due to strains on Ottawa County's Marshall Sandstone aquifer, the Department of Strategic Impact (DSI) is working to promote landscaping alternatives that require little supplemental watering and maintenance to help relieve stress on the aguifer system. As part of this initiative, the County has decided to lead by example to transform the turf grass environment on select County-owned facilities to water-conscious landscapes. By taking the initiative to move away from traditional turf lawns, the County hopes to bring more awareness to the groundwater issue and encourage business and residents to follow suit. Educational outreach and interpretive signage will also be utilized throughout the development of this project to teach visitors how to incorporate turf alternative landscaping into their own outdoor spaces, as well as to promote its many benefits. The various landscapes will be publicly accessible and promoted as demonstration sites featuring educational signage. The Department of Strategic Impact, has evaluated several experienced and qualified vendors through the RFP process to design and implement a landscaping plan at the Fillmore Administration and Hudsonville Courthouse Campuses, and has found Native Edge, LLC. to be the most qualified and fitting for the project scope. It is expected that Native Edge would be responsible for creating a professional landscape design for both campuses, implementing plantings, hardscapes, and signage, and further maintaining the project for one year after planting. By showcasing the process for transforming turf into various alternative landscaping techniques, visitors to the County's campus may feel more informed and thus inclined to adopt similar techniques to help alleviate the pressures on the aguifer system.

Additional benefits will include County savings on watering, mowing, and additional maintenance associated with turfgrass care. During the first year after the new landscaping has become established, the project will save an estimated \$16,000 per year in fuel (mowing) and water costs, and save over 5.1 million gallons of water. After 15 years, the accumulated savings of money and water will be more than \$240,000 and over 76.5 million gallons, respectively.

Financial Information:					
Total Cost: \$95,000.00	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:	1//				
Recommended by County Administrate	or:	2/2/2023 4:52:54 PM			
Committee/Governing/Advisory Board Approval Date: 2/7/2023					



### NATIVE LANDSCAPE DESIGN AND SERVICES

This AGREEMENT is made by and between the County of Ottawa, a municipality in the State of Michigan, (hereinafter, the "County") acting by and through its duly elected Board of Commissioners, (hereinafter the "Board"), and Native Edge LLC (hereinafter, "Contractor"), with a principal place of business at PO BOX 140021 Grand Rapids, MI 49514.

### IT IS HEREBY AGREED AS FOLLOWS:

- 1. Scope of Work: Contractor agrees to provide the "Services" which as detailed in Exhibit A. It shall be the responsibility of the Contractor to employ and assign to the project adequate personnel and equipment required to undertake and complete the work in a diligent, timely and orderly manner.
- Compensation: In consideration for the services to be performed by the Contractor, the County agrees to pay Contractor the compensation set forth on Exhibit A. Payment to the Contractor for services will be under the County's terms of Net 30. Any change in pricing must be communicated in written form thirty (30) days in advance.
- 3. Contract Documents: The following documents are the entire agreement between the Contractor and the County. The agreement includes the following documents listed below, which are incorporated herein by reference and are deemed to be part of this contract as if set forth in full:
  - a) This Contract (including attached exhibits)
  - b) All Provisions required by law to be inserted in this contract whether inserted or not.

### 4. Performance

- a) Contractor shall perform the work as required by and in accordance with the schedule of time requirements set forth in Exhibit A.
- b) Failure to complete services as required shall constitute breach of this Contract.
- c) Contractor shall have not more than thirty (30) calendar days to cure a breach of this Contract (the "Cure Period"). Failure to cure a breach of this Contract within said Cure Period shall allow the County to, without further notice to the Contractor, declare this Contract terminated and proceed with the replacement of the Contractor and the County shall be entitled to all remedies available to it at law or in equity.
- d) If Contractor defaults on the contract, after the designated Cure Period, the County may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate the resulting contract and any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend contractor from receiving future solicitations.

 Terms of Contract: The contract shall commence when signed by both parties and unless terminated earlier in accordance with the terms of this Contract, this Contract period will cover from start to completion of the proposed project on Exhibit A.

County's obligations are limited to payment for the goods and/or services described herein and despite any other provision to the contrary in any other agreement, signed or not, the County may terminate any term, a hold over or any renewal term at its will. This contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party

- 6. Expenses: Contractor shall be responsible for all the Contractor's expenses incurred while performing services under this Contract. This includes license fees, fuel and fleet maintenance, insurance premiums, telephone and all salary/payroll expenses, and other compensation paid to employees or contract personnel that the Contractor hires to complete the work under this Contract.
- 7. Employees: The Contractor and all Contractor' employees, while on County premises, shall carry proper identification. Examples of proper identification are State issued Driver's License or State issued Identification Card.

The Contractor shall employ only United States citizens, legal residents or legal resident aliens. Upon request of the County, the Contractor shall provide copies of, or access to, work/payroll records and necessary documents to verify status of employees.

The Contractor will be supplied with a phone number to contact in case of an emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted area will be designated by the authorized County representative.

- 8. Materials: Contractor will furnish all materials, equipment and supplies used to provide the services required by this Contract.
- 9. Background Checks: (as required by the Facility) Contractor employees are subject to background checks to ensure, at a minimum, that no employee has a felony or domestic violence or other bar-able conviction(s). The background checks for Contractor employees will be conducted by the County prior to the commencement of any on-site work.
- 10. Compliance with Laws, Ordinances, and Regulations and Procurement of Permits:
  - a) This Contract is governed by the laws of the State of Michigan.
  - b) The Contractor shall at all times comply with all local, state and federal laws, rules and regulations applicable to this Contract and the work to be done herewith.

- c) The Contractor shall obtain, and pay thereof, all permits required by any agency or authority having jurisdiction over the work. The Contractor shall provide a copy of any permit to the County within 3 business days of the County's request.
- 11. Exclusive Contract: This Contract, including exhibits attached hereto, a County Purchase Order, if applicable, is the entire Agreement between Contractor and the County for the services as detailed in Exhibit A.
- 12. Modifying the Agreement: This Agreement may be modified only by a writing signed by both parties.
- 13. Record Keeping: The Contractor shall keep all records related to this Contract for the term of the Contract and three (3) years thereafter.
- 14. Dispute: In the event of any conflicts or discrepancies in the wording of any terms, provisions and conditions contained in this Agreement, describing Contractor's obligations and responsibilities hereunder, said conflicts and discrepancies shall be resolved by first applying the interpretation of this Agreement and its exhibits, attachments, and addendums, then the mutually agreed Contractor's planning documents that affirm the details of the Services to be provided. Any agreement or modification of this Agreement shall be written and signed by both parties and will supersede any previous written understandings.

Should any disputes arise with respect to this Agreement, Contractor and County agree to act immediately to resolve any such disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work; any additional costs incurred by the Contractor as a result of such failure to proceed shall be borne by the Contractor and the Contractor shall make no claim against County for such costs.

If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to any other form of dispute resolution. In an effort to resolve any conflicts that arise during the construction of this project or following the completion of a project, the Contractor and County agree that all disputes between them arising out of or relating to this Agreement shall first be submitted to non-binding mediation unless the parties mutually agree otherwise, prior to resolving those disputes in a judicial forum.

Pending resolution of such dispute or difference and without prejudice to their rights, the Parties shall continue to respect all their obligations and to perform all their duties under this Agreement.

15. Jurisdiction and Venue: The parties' consent to the exercise of general personal jurisdiction over it by the Ottawa Court Circuit Court. Any action on a controversy that arises under or in association with this Agreement shall be brought in the State of Michigan, which both parties agree is a reasonably convenient place for trial of the action. The parties both agree that their consent in accordance with this Section

- is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.
- 16. Liability and Insurance: Contractor agrees to hold harmless the County from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Contract, including any liability resulting from intentional or reckless or negligent acts or the acts of the employees or agents of Contractor. If specific insurance is required, such insurance shall be set forth in the attached Exhibit C.
- 17. Relationship of Parties: The Contractor is an independent contractor and is not an agent or employee of the County for any purpose including, but not limited to, the ability to bind the County and all labor or employee related matters such as tax withholding/reporting, employee wages or benefits, or workers compensation. This Contract is not intended to create any joint venture or partnership of any kind. The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
- 18. Subcontracts: Contractor may not assign or subcontract any rights or obligations under this agreement without the County's prior written approval.
- 19. Governmental Immunity: The County does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.
- 20. Safety: The Contractor shall at all times observe and comply with all federal, state, local and County facility laws, ordinances, rules and regulations that may in any manner affect the safety and the conduct of the work. The Contractor shall hold the County harmless against any claim or liability arising from the violation of any such provisions.
- 21. Absence of Waiver: The failure of either party to insist on the performance of any of the terms and conditions of this Contract, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if such forbearance or waiver had occurred.

### 22. Notices:

a) All notices and other communications for the parties may be served, mailed, or delivered at the following addresses:

If to the Contractor: Native Edge LLC

ATTN: Wesley Landon

PO BOX 140021

Grand Rapids, MI, 49514

Email: wes@nativedgeco.com

If to Ottawa County: Ottawa County Department of Strategic Impact

12220 Fillmore St. West Olive, MI 49460

Email: kvosburg@miottawa.org

- 23. Partial Invalidity: The partial invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expunction of the invalid provision.
- 24. Attorney Review: The parties represent that they have carefully read this Agreement and have had the opportunity to review it with an attorney. The parties affirmatively state that they understand the contents of this Agreement and sign it as their free act and deed.
- 25. No Third-Party Benefit: The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
- 26. Availability of Funds: Each payment obligation of the County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continuance of the services performed herein, either party may terminate this Agreement at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time of the services that will or may be affected by the shortage of funds

#### 27. Miscellaneous:

- a) Force Majeure: Either party shall be excused from performance under this Agreement for any period of time during which the party is prevented from performing its obligations hereunder as a result of any Act of God, war, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control. Such non- performance shall not constitute grounds for default.
- b) Title and Headings: Titles and headings to articles, sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.

- c) Modification: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by either party or its authorized representative.
- d) Anticipatory Breach: If the Contractor, at any time before delivery of services, declares its intent not to perform in accordance with this Agreement, Ottawa County shall have an immediate cause of action for breach of this Agreement, and shall be entitled to all remedies available to it at law or in equity.

### NATIVE LANDSCAPE DESIGN AND SERVICES

In witness whereof, each party to this Contract has caused it to be executed on the date(s) indicated below.

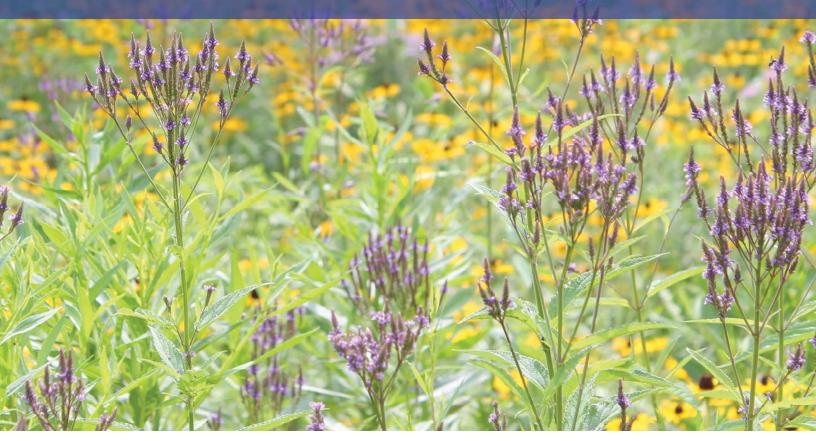
### **COUNTY OF OTTAWA**

By:	
Joe Moss, Chairperson Board of Commissioners	Date
Ву:	
Justin F. Roebuck, County Clerk/Register	Date
NATIVE EDGE LLC	
By:	
	Date

# **EXHIBIT A**

# OTTAWA COUNTY NATIVE LANDSCAPE DESIGN AND SERVICES

**PROPOSAL** 



#### **SUBMITTED TO:**

#### **Ottawa County**

Attn: Steven Holden 12220 Fillmore St, West Olive, MI 49460

#### SUBMITTED BY

Native Edge, LLC PO Box 140021 Grand Rapids, Michigan 49514 (616) 717-0656 December 13, 2022



#### RFP 22-21 Native Landscape Design and Services

#### ATTACHMENT A - COVER SHEET FOR PROPOSAL

Proposals must include this cover sheet (or this sheet reproduced on company letterhead) as PAGE 1 of the response. Vendors may complete all required attachments as a stand-alone response (fillable form .pdf document, written or typed).

	an individual, <b></b> ✓	a corporation	(please mar	k appropriate box)	, duly organized	under the
laws	of the State of _	Michigan				

The undersigned, having carefully read and considered the services as described within the RFP, does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached proposal, including, by reference here, the County's RFP document.

NO CONFLICT(S) OF INTEREST: By submission of a proposal, vendor agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of the vendor's services, or (2) benefit from an award resulting in a "Conflict of Interest," including holding or retaining membership or employment on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the County.

MICHIGAN ECONOMIC SANCTIONS ACT, 2012 ("IRAN-LINKED BUSINESS"): By submission of a proposal, vendor certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as defined in the Michigan Economic Sanctions Act, 2012 P.A. 517.

DEBARMENT AND SUSPENSION: By submission of a proposal, the undersigned certifies to the best of his/her knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

CERTIFICATION OF INSURANCE AND INDEMNITY REQUIREMENTS: By submission of a proposal, the undersigned certifies and represents an understanding of the County's Insurance and Indemnification requirements as defined within the Master Services Agreement. Potential vendors must understand and agree that fiscal responsibility for claims or damages to any person or to companies and agents shall rest with the vendor.

The vendor must affect and maintain any and all insurance coverage, including, but not limited to, Worker's Compensation, Employer's Liability and General, Contractual and Professional Liability, to support such financial obligations. A certificate of insurance detailing insurance coverages may be



#### RFP 22-21 Native Landscape Design and Services

requested. The certificate must indicate that insurers will provide to the County written notice thirty (30) days prior to terminating any insurance policy.

The undersigned affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the vendor has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

Company Name: Native Edge, LLC	
Contact Name and Title: Wes Landon, Owner	
Mailing Address: PO Box 140021	
•	
City, State and Zip Code: Grand Rapids, MI 49514	
Phone Number: (616) 717-0656 Fax Number:	
Email Address: wesley@nativedgeco.com	
Website: nativedgeco.com	
Federal Employer Identification Number: 81-0805099	
The submission of a proposal hereunder shall be considered evider satisfied with respect to the conditions to be encountered and the charact of the work to be performed.	
BY:	12/12/22
Signature of Authorized Representative)	Date
Wes Landon, Owner	
Printed Name and Title of Authorized Representative)	



#### **RFP 22-21 Native Landscape Design and Services**

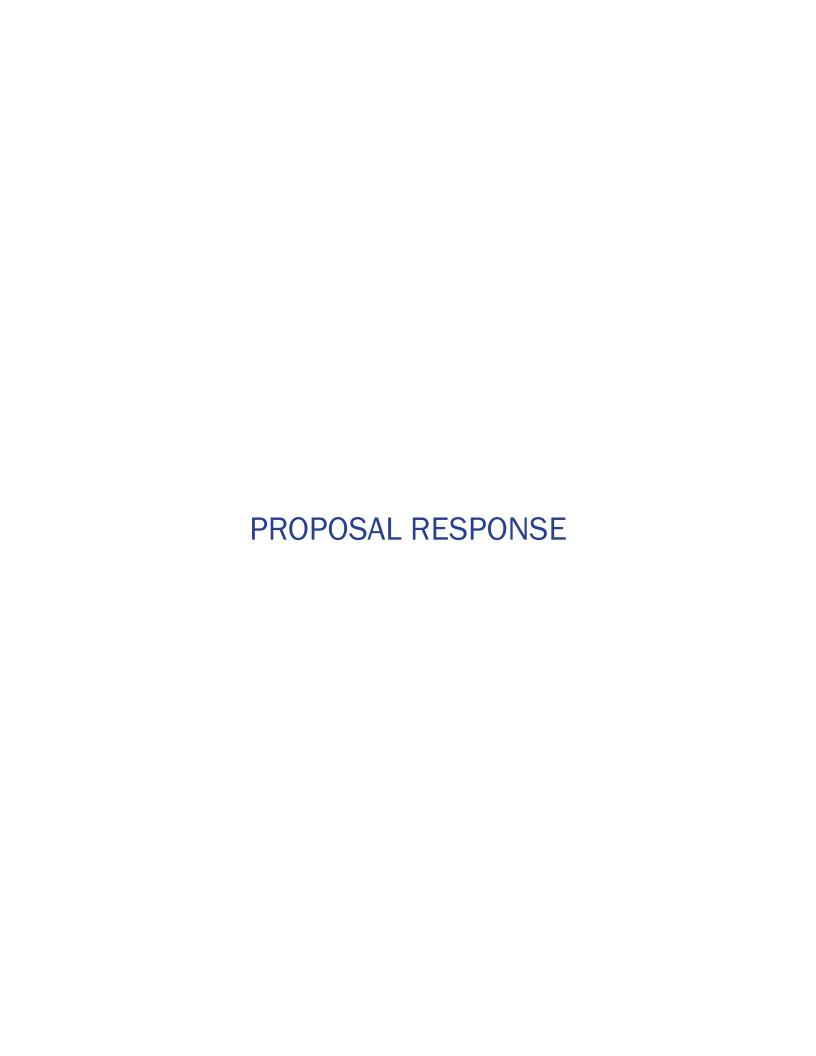
#### ATTACHMENT B - VENDOR REFERENCES

Provide (3) three references from projects or services provided that are similar in size and/or scope, preferably from other governmental/municipal, and/or other community-based organizations. By providing the references below, Vendor authorizes any person contacted to give the County any and all information concerning work experience or performance and releases all parties from all liability for any damage that may result from furnishing the same to the County. Please do NOT include Ottawa County as a reference.

Reference 1									
Customer Name	Johnson Controls	Contact Person	Dirk Start						
Contact Number	(616) 240-8860	Contact Email	dirk.j.start@jci.com						
Project Description	Project Description  Native Edge was hired by Johnson Controls to develop a xeriscaping master plan for Henry Formatter College in Dearborn, MI. The goal was to reduce water use on campus by 60%, and we did so by targeting irrigated turf grass areas. After the master plan was completed, Native Edge implemented native gardens (over 7,000 live plants) and 12 acres of native seed/prairie.  Please note that we can also provide a reference directly from Henry Ford College upon requesting the provided in the control of the control								

Reference 2								
Customer Name	GEI Consultants	Contact Person	George Meister					
Contact Number	(906) 869-8972	Contact Email	gmeister@geiconsultants.com					
Project Description  Native Edge has partnered with GEI on many projects over the providing native landscape design and implementation services recently, we worked with GEI and the City of Marquette to developlan for two newly constructed pedestrian piers near downtown oversight and installation of native perennials, shrubs and trees		services as required. Most e to develop a native landscape owntown Marquette, and provided						

Reference 3								
Customer Name	Blandford Nature Center	Contact Person	Julie Batty					
Contact Number	(616) 540-8191	Contact Email	julie@blandfordnaturecenter.org					
Project Description  Native Edge created a native landscape master plan for the Blandford Nature Cen and helped with the oversight and implementation of the native gardens. The material helped to add native plants and ecological function to the nature center grounds, a also helped to define space and buffer conflict areas, such as active play areas an parking lots.		ne native gardens. The mater plan he nature center grounds, and						



December 13, 2022



Steven Holden 12220 Fillmore St, West Olive, MI 49460

**RE: Ottawa County Native Landscape Design and Services** 

Dear Mr. Holden,

Native Edge, LLC is pleased to submit our proposal for professional design, implementation and maintenance services to Ottawa County for the native landscape design and services project. This is an incredible project and we are very excited about the prospect of working with the County to help transform their grounds into beautiful, water-smart, native landscapes.

We are a landscape architecture and environmental services firm with a specialization in native landscape design and implementation. We believe that our native design expertise combined with our knowledge and experience installing and maintaining native landscapes is a perfect fit for this project and will ensure the County's vision for this project is properly executed. We specialize in blending the build and natural environments, and we see great potential for these County-owned properties becoming regional destinations for people of all ages looking to connect with nature and learn about native landscaping.

We look forward to providing professional design, implementation, and maintenance services to Ottawa County on this project. Please feel free to contact me, Native Edge owner and principal in charge, using the contact information listed below should you need any additional information or have questions regarding our proposal.

Sincerely,

Wesley K. Landon, ASLA

Principal in Charge, Native Edge, LLC

PO Box 140021

Grand Rapids, Michigan 49514

wesley@nativedgeco.com

(616) 717-0656

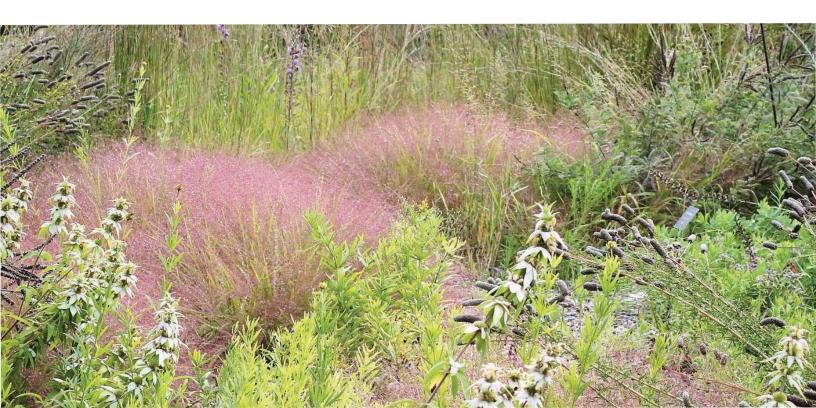
## COMPANY HISTORY AND EXPERIENCE

#### **About Us**

Founded in 2015, Native Edge is a landscape architecture and environmental services firm specializing in native landscape design and implementation. Located in Grand Rapids, Michigan, and serving the entire state of Michigan and beyond, our goal is to blend the principals of landscape architecture and environmental science to create resilient, enriching landscapes for both people and nature. We strive to only use plant material native to the regional area to support local flora and fauna, restore historic habitats, reduce resource consumption, promote human and ecosystem health, and add natural beauty to our local communities.

When Native Edge first started, we were strictly a design and professional services firm, offering landscape architecture and environmental services (wetland delineation, tree surveys, habitat assessments, etc.) to our diverse client base. However, native landscape design is a niche practice and we quickly realized that there were very few contractors who could implement the designs we were creating due to a lack of knowledge and experience. Due to this 'implementation void' we started taking a much more involved role in the implementation and execution of our native landscape designs.

Today, Native Edge offers both design and implementation services to ensure our client's vision can be carefully executed from design through installation and maintenance. Our implementation services include native plant ordering and procurement, native garden installation, native prairie installation, construction oversight, maintenance, and short- and long-term maintenance and monitoring. For all 'heavy construction' services, such as earthwork, grading, hardscaping, utilities, and all other non-planting construction work, we offer construction administration and oversight services to ensure the landscape plans are being executed according to the proposed plans and specifications.



#### **Our Team**

Native Edge is owned by licensed landscape architect, Wes Landon, and aquatic biologist Jackie Landon. Together, they use their experience and expertise to create rich landscapes which blur the lines between the built and natural environments.



Wesley K. Landon, ASLA Lead Designer, Principal in Charge

Wesley Landon is a licensed landscape architect and founding principal of Native Edge, LLC. Specializing in native design and place-making, his passion is creating resilient, innovative places which inspire, restore the native environmental fabric of the landscape, and strengthen communities.

He has diverse professional experience – spanning park and open space design, to community visioning and downtown planning – and has strong communication skills which helps him connect with communities and develop deeply meaningful and functional designs.



Jackie M. Landon, MS

Aquatic Biologist, Ecological Designer

Jackie Landon is a professional aquatic biologist/ecological designer with a keen eye for design and sustainability. Jackie uses her in-depth ecological knowledge combined with her field experience to form an innovative, achievable, and scientific foundation upon which all of our projects are created. She is an effective decision-maker, and is able to weave ecological principles into the most challenging design circumstances — often turning constraints into opportunities.

Jackie also specializes in community outreach and engagement, continually developing unique methods to gather community data and achieve consensus around a design, as well as wetland delineations and habitat assessments.

#### **Our Crew**

Native Edge hires qualified field crew seasonally to assist us with field work throughout the year. Each season between 5-12 crew members help us create and install native landscapes across the state.

#### **Our Clients**

Critical to the success of any project is the integration and inclusion of our clients into the design process and throughout the project. We do these projects for our clients and strive to ensure they are an integral component of the project team. This ensures the goals and vision of the project are achieved to the satisfaction of the client and project stakeholders.

#### **Recent Relevant Experience**

Over the past few years, implementation of our native landscape designs has become a major component of our business, with significant experience directly relating to the requirements of this proposal. In addition to native garden installation (using live perennial plantings, shrubs and trees) Native Edge has been focusing on replacing lawn areas with native prairies using seed to maximize the environmental impact in our communities.

Below are some recent projects which relate directly to the needs described in this proposal.

#### Henry Ford College Xeriscaping Master Plan

In 2021 Native Edge was hired to create a xeriscaping master plan for Henry Ford College in Dearborn, MI with the primary goal of reducing the landscaping irrigation needs by 60%. Xeriscaping is the practice of using plants which require little to no supplemental irrigation. Our team explained that 'xeriscaping' in Michigan is simply achieved by utilizing the proper native plant communities, and water conservation is one of the many benefits that native plants provide. We created the xeriscaping master plan for the college and our team started the implementation process in the fall of 2022. Native Edge installed seven native gardens, consisting of over 7,000 perennial plugs, and seeded 12 acres of prairie in areas which were previously irrigated turf grass. Our team worked with the college landscape maintenance crew to weed and maintain the gardens and prairie areas in 2022 and will be continuing to consult on this project through 2023 and beyond to ensure long-term success.

#### **Founders Pier**

The City of Marquette restored two dilapidated ore docks adjacent to the downtown corridor and re-purposed these docks as pedestrian piers. Native Edge was hired as the landscape architecture consultant to design all landscape components for the two piers, which featured paths, seating, lighting, and a full native plant landscape design, designed to reflect the local natural communities of the Lake Superior lakeshore. In the fall of 2022, the construction of the piers was complete and Native Edge oversaw and directed the installation of the native landscape materials. Our firm will continue to consult on this project, offering guidance and oversight as the plantings mature over the coming years.

#### **Blandford Native Gardens**

Blandford Nature Center in Grand Rapids, Michigan sits in a beautiful wooded setting with many valuable natural features. However, there were still many areas which needed work to help enhance the experience and create a safer experience for visitors. Native Edge created a native landscape master plan for the campus which used plants to help define space and buffer conflicting use areas, making the area surrounding the new visitors center more safe, cohesive and attractive. In 2020, Native Edge led the installation of three of the main gardens in the master plan and has been monitoring the progress in the years since installation.

#### Calvin Ecosystem Preserve and Native Gardens

Calvin University hired Native Edge to create a master plan for the grounds surrounding the Bunker Interpretive Center and Ecosystem preserve and the connections to adjacent areas on campus. The main focus of this project was the area near the main entry of the Bunker Interpretive Center, which was to be transformed into a multi-use space, fitting of a university campus, and a showpiece for different native landscape areas and strategies. The master plan was completed in early 2018, and in the fall of 2018 Native Edge helped lead the implementation of the native landscape areas, which included the installation of over 22,000 native perennials, shrubs, and trees.

In addition to the above-mentioned projects, Native Edge works on many smaller native landscape projects throughout the year and installs dozens of native landscapes annually.

## PROJECT UNDERSTANDING

A growing population with increased water needs and issues contributing to insufficient ground-water recharge is causing groundwater shortages in Ottawa County. To help combat this, the County is aiming to replace existing unused/unnecessary areas of turf grass with low-main-tenance, drought-tolerant native plants at three County-owned properties. These properties include the Fillmore Complex, Hudsonville Courthouse, and James St. Complex (listed in order of priority).

In addition to reducing irrigation needs, these properties will provide examples of attractive native landscapes which local residence can experience and interact with. These examples will inspire residents to replace wasteful, unnecessary lawn on their own properties and will provide resources and educational materials to show how accessible these practices are.

Ottawa County has published this Request for Proposals to hire a consultant to develop a native landscape master plan for the subject properties and install the designed landscape improvements. In addition to design and installation, the selected consultant shall provide at least one year of maintenance services for the installed landscape areas and assist the County with educational services for the community and project stakeholders consisting of both online resources and on-site educational signage. The project consultant shall provide short- and long-term maintenance information which they will use to help train Ottawa County staff for long-term maintenance efforts.

## PROJECT APPROACH

The following section outlines our approach and scope of services Native Edge will execute to ensure the County gets the maximum return on their investment.

## PHASE I: DESIGN

<u>Background Research and Information</u> – After the project award Native Edge will coordinate with the project team to obtain all necessary information about the potential project areas. This will include any drawing or data that the County has reasonably available, background information for these areas, and other information which will help to develop the base maps for the project areas and help inform the design process.

<u>Kick-off Meeting</u> – Native Edge will schedule a kick-off meeting with the client and all project stakeholders to review the identified project goals and objectives, timeline, and initial group thoughts and feedback. At this meeting we will conduct a mini design charrette, where the group will brainstorm initial ideas and Native Edge will propose rough preliminary concepts for comment and discussion. This will help us hit the ground running and get the project off to a quick start.

<u>Site Reconnaissance, Inventory, and Analysis</u> – Our team will visit all three sites and conduct a detailed review of the potential project areas. We will collect data about the sites including existing cover, soils, exposure, hydrology, utilities, adjacent built features, views, and additional information as needed. This information will help us determine what plantings will thrive in the space, and what plantings will be appropriate for different locations within the project areas.

Review Habitat Types – Once the inventory and analysis has been completed, we will know what types of plants will be suitable for use across the different project areas based on their soils, hydrology, exposure, and context in the landscape. Based on this information, we will create a master plant list featuring plants native to the regional area which are well-suited for the project areas based on their given site preferences. We will then use this master list to create individual plant lists specific to a certain habitat or design style which can be used in various locations throughout the project areas. We will review these plant lists with the project team to ensure they adhere to existing local ordinances.

<u>Preliminary Design Development</u> – Our team will develop preliminary designs for the three project sites based on the priorities set forth in the proposal documents and the available implementation budget. The designs will include a variety of plant design strategies and plant communities to provide residents and visitors with many examples of plantings which can be incorporated into their own landscapes.

The landscape plans will feature planting areas installed using either live plants (native plugs, shrubs, and trees), or seed. The live plant areas are like traditional garden areas and have a very

intentional quality, while the seed areas generally have a naturalistic, prairie-like aesthetic. The live plant areas will generally be located at high-visibility and high-traffic areas, around buildings, near access points, and other significant locations, while seed mix areas will be in low-er-visibility and lower-use areas where large areas of grass will be replaced.

During the preliminary design development phase, multiple alternatives will be suggested for some areas (particularly the high-visibility areas) to demonstrate options for the design and implementation process. These alternatives will be provided to offer different aesthetic options, as well as to show how different approaches will affect the project budget.

<u>Budget Analysis</u> – Throughout the process we will be planning with the project budget in mind. We will develop habitat types and layout the preliminary designs based on what will be doable with the given project budget. After the preliminary designs are developed, we will provide the client with a landscape budget sheet, which will break down our estimated costs for each type of proposed landscape installation. These cost estimates will include site preparation, plant materials, installation, and future maintenance, so we understand the total cost of each landscaping area and how they impact the project budget. The project budget will be updated with each new drawing development or modification throughout the design process.

<u>Final Design Development</u> – After feedback is received from project stakeholders, we will develop the final design documents which will be used to guide the implementation phase. These documents will show exactly where the various landscape areas will be installed across the three project areas with detailed information about the composition, installation, and maintenance of each.

Based on the size of the three project areas and the available project budget, we likely will not be able to eliminate all of the existing turf grass identified by the County. Therefore, the final plan we provide will identify a phase one, which will include all of the highest priority areas to be completed with the funding provided in this contract, and a phase two which can be completed in the future when additional funding becomes available. This essentially means that even though we might not have the budget to do the entirety of the three project sites, we will be providing a comprehensive master plan for all three sites, while highlighting the project areas to be executed under this contract.

<u>Implementation & Maintenance Document</u> – Once the project areas and landscaping strategies/types are finalized, we will develop a comprehensive implementation and maintenance document to guide the implementation and maintenance of the various project areas. Native Edge will use this guide to help educate the Client and project stakeholders about the installation and maintenance process. This guide will show the steps that we will take during implementation and year-one maintenance, and the ongoing maintenance that will be required by the County in year two and beyond.

<u>Project Timeline</u> – We provide initial schedule estimates in this document which will be updated and revised throughout the project based on developments and happenings during the design process. The schedule will demonstrate timelines for site preparation, installation, and maintenance for the various landscape installation areas.

<u>Communication and Education</u> – A critical component of this project paramount to our success is clear communication, education, awareness, and outreach to all project stakeholders and the community at large. Education and awareness is important both to communicate what changes are taking place and why, but also to help the community understand how they can make these changes on their own properties, which is the underlying goal of this project.

Our team will help the County with educational materials, helpful information, and project-specific details which can be shared with stakeholders and community members throughout the project's development, but particularly once we start the implementation phase. Communication and education will come in many forms, including online resources, social media posts, fliers and educational handouts, community meetings (to be arranged by the County), and educational signage installed throughout the project areas. Native Edge will help supply all the technical knowledge and help to craft the message for the outreach and education efforts, while the County will assemble and distribute the materials and signage. If the County wishes for Native Edge to assemble and develop the outreach materials and signage we can happily do that and will amend the implementation budget to accommodate these efforts.

<u>Design Package Delivery</u> – Once all designs and supporting materials have been approved and developed, Native Edge will submit this final package to the County and the design phase will be complete. With this submission we will recommend next steps and turn our sights toward the implementation phase.

## **PHASE II: IMPLEMENTATION**

The work to be done during the implementation phase will follow the details and schedule developed during the design phase. Those details cannot be known precisely at this point, but this section offers some of the implementation steps which we can expect moving forward.

<u>Project and Schedule Review</u> – We will review and update the project schedule as necessary based on any project developments after the design package delivery.

<u>Implementation Plan Execution</u> – Simply put, we will start to execute the implementation plan based on the schedule for the various installation areas. Each project area and specific installation type will have a site preparation stage, installation stage, and maintenance stage, each with detailed timelines and requirements based on their individual requirements.

For example, live plant areas can be prepped similarly to a traditional garden, and the time from site preparation to installation can be relatively short. We will likely target certain live plant installation areas for spring 2023 if site conditions are favorable. While seed mix areas take longer to prepare for installation, and the site preparation efforts will likely begin in spring or early summer 2023 with the installation phase beginning in the fall of 2023.

<u>Subcontractor Coordination</u> – During the beginning of the implementation phase we will determine if any subcontractors are required for this project and will coordinate their scope of

work, schedule, and budget accordingly. We will use our own network of qualified and reliable contractors to help with specific project components and will directly oversee and monitor their work.

<u>Plant Ordering</u> – Plants will be ordered as soon as possible in the implementation process to ensure we acquire the required plant materials for this project. For both seed and live plants, it's critical to provide at least two months of notice to the plant suppliers to avoid availability issues.

### **PHASE III:** MAINTENANCE

After a given project location has been installed it will immediately transition into the maintenance phase. The maintenance plan will guide the activities in each specific area based on the specific installation type.

<u>Terms and Conditions</u> – Native Edge will be responsible for maintaining each project area for one calendar year after installation is complete. Areas installed in May 2023 will be maintained until May 2024, areas installed in September 2023 will be maintained until September 2024, and so on. After this one-year period the maintenance responsibilities will be transitioned to the County, or Native Edge can provide an ongoing maintenance contract, separate from this agreement, and continue to perform maintenance efforts for a period to be determined by the County.

Native Edge will furnish all materials and labor necessary to maintain the various landscape installation areas during the first calendar year except for one critical task – watering. Native Edge does not include watering activities in this contract and all watering needs will be the responsibility of the County. A detailed watering schedule will be provided in the maintenance document which will be easy to follow. The live plant areas are the only locations which must be watered regularly (during establishment) and we expect that most of these locations currently have irrigation in place. The seed installation areas do not need any supplemental irrigation and will not require any attention from the County in year-one.

<u>Landscape Warranties</u> — Warranties can be challenging as there are many factors facing native landscaping which are out of our control. Be it weather, watering, or impacts from vehicles, animals, or pedestrians. Additionally, native landscapes, both live plantings and seed plantings, take multiple seasons to mature, and planting deficiencies often aren't clear until years two and three. While native plants are establishing and putting down their famous deep root systems, they may look small until they start to mature and properly fill out the space.

To help compensate for these various factors beyond our control, we include supplemental planting directly in the maintenance budget to account for the inevitable additional planting and modifications that are a part of every planting project. Some plant loss happens regardless of how well your installation and maintenance efforts are going (which is why we plant small stock to minimize impacts form occasional plant loss). Supplemental planting, as needed, during the

maintenance of live plant and seed mix establishment will ensure the landscape areas mature and fill out as intended and is a service we integrate into our maintenance operations.

Having said this, we do offer warranties for any issues directly related to our design, installation, or maintenance efforts as follows:

Any plantings which die or are in poor condition and likely to die within one year of installation based on the design, installation or maintenance efforts of Native Edge employees or contractors shall be replaced at no cost to the Client.

<u>Training and Ongoing Guidance</u> – As the first-year maintenance efforts are ending, Native Edge will review ongoing maintenance requirements with County staff and answer questions to ensure the maintenance transition is seamless. We will invite County staff to participate in an experience the maintenance work happening during the first year, so they have some experience and understanding of the process prior to taking the reins.

Native Edge will always be available to answer questions, offer guidance, and review project areas after the first year and into the future. Our number one priority is making sure this project achieves long-term success and is a triumph for Ottawa County. If desired, we can furnish a separate long-term consulting contract with the County or provide informal guidance and oversight on an as needed basis.

## PROJECT BUDGET

We understand that the available budget for this project is \$95,000, and that this fee includes the design, implementation, and maintenance phases of the project. Below we have provided a detailed fee for the design phase, and estimated costs for the implementation and maintenance phases. The implementation and maintenance phases are estimates, as we will not know the extents of the live planting areas versus the seed mix areas until the design phase is complete, and therefore we won't know the specifics of the implementation and maintenance phase costs. There are also many factors which impact the proposed implementation costs which cannot be determined at this time, such as exact site preparation methods, plant costs (can vary from vendor to vendor), plant availability, etc.

However, the estimates provided will demonstrate how the different implementation strategies vary in cost and the ways in which that will impact the project budget. Provided are a few examples to help illustrate these options.

Our goal regarding the project budget is to keep the design phase as lean as possible to allow for maximum resources for the implementation and maintenance phases of the project, while ensuring we dedicate the proper time needed for an excellent planning document. The design phase is incredibly important, as it is the foundation of the project and will guide the implementation and maintenance phases.

	Estimate	ed Hours				
OTTAWA COUNTY Native Landscape Design and Services Phase I: Design COST PROPOSAL  Hourly Rate	Wes Landon, PLA, ASLA	المكانية Jackie Landon, MS المجانية Biologist/Env. Designer				
Troutly Nate	رود	۵/۵	Labor	Expense		
Tasks			Total	Total	TOTAL	Expense Comments
Phase I: Design						
Background Research and Information	6		\$570		\$570	
Project Kick-off Meeting	5		\$475	\$150	\$625	Mileage and Printing
Site Recon, Inventory, and Analysis	13	8	\$1,835	\$100	\$1,935	Mileage
Review Habitat Types	4	4	\$680		\$680	
Preliminary Design Development	22	12	\$2,990	\$150	\$3,140	Mileage and Printing
Budget Analysis	4	2	\$530		\$530	
Final Design Development	16	8	\$2,120	\$150	\$2,270	Mileage and Printing
Communication and Education	8	4	\$1,060		\$1,060	
Design Package Delivery	4		\$380	\$150	\$530	Mileage and Printing
Design Phase Subtotal	82	38	\$10,640	\$700	\$11,340	

The below information is an estimate of costs for the implementation and maintenance phases of the project. Please note that these are just range estimates and are subject to change based on the specifics of the final design areas, site preparation costs, plant material costs, and maintenance strategies. The price range reflects the different ways in which plant material and implementation strategies can affect the overall price. Detailed explanations of this process will be discussed with the client during the project development and will be used to make design and implementation decisions.

For **live plant** installation areas, we typically use a ballpark figure of \$6-\$12 per square foot to estimate installation and maintenance costs. This includes site preparation, plant material, installation, and one year of maintenance.

For **seed mix** installation areas, we typically use a ballpark figure of \$5,000-\$8,000 per acre to estimate installation and maintenance costs. This includes site preparation, plant material, installation, and one year of maintenance.

Based on a design fee of \$11,340, we are left with an implementation budget of \$83,660. This implementation budget can be applied to the project areas however the design team sees fit and will be determined during the design phase. To help visualize this, if we use an average live plant installation cost of \$9/sf and seed mix installation cost of \$7,000/acre we could end up with the following implementation scenarios:

Scenario 1: 5.5 acres of native seed area; 5,000 square feet of live plant install. Scenario 2: 10 acres of native seed area; 1,500 square feet of live plant install. Scenario 3: 3.5 acres of native seed area; 6,600 square feet of live plant install.

The bottom line is that Native Edge will work with the County to maximize the impact based on the available budget and the needs of the County and stakeholders. These implementation budget numbers are just estimates and there are many ways we can find additional cost savings. to benefit the project.

#### **Invoicing**

Invoices for the design phase will be submitted monthly and will be due within 30 days of issuance.

For the implementation phase, a 50% deposit will be due at the beginning of the project for all work to be completed in that calendar year. The remaining 50% will be due upon completion of the installation work and will be due within 30 days of issuance.

For the maintenance phase, invoices will be submitted monthly and will be due within 30 days of issuance.

## PROJECT SCHEDULE

The anticipated project schedule for all three phases is outlined in detail below. This schedule is subject to change and can be modified during the project as needed in order to ensure successful outcomes.

Details and frequency of maintenance activities will be outlined in the maintenance document.

SCHEDU	SCHEDULE - PHASE I: DESIGN															
Contract Award																
Background Research & Information																
Kick-off Meeting					•											
Site Recon, Inventory & Analysis																
Review Habitat Types																
Preliminary Design Development								•								
Budget Analysis																
Final Design Development												•				
Implementation and Maintenance Doc.																
Communication and Education																
Design Package Delivery																
Wee	k 1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Mont	h	Jan. '23		Feb '23				March '23			April '23					
•	In-person Project Team Meeting															

SCHEDULE - PHASE II & III: IMPLEMENTATION AND MAINTENANCE

Project Review
Subcontractor Coordination
Plant & Materials Ordering
Spring '23 Live Plant Prep.
Spring '23 Live Plant Install.
Spring '23 Live Plant Maint.
Fall '23 Live Plant Install.
Fall '23 Live Plant Install.
Fall '23 Seed Prep.
Fall '23 Seed Prep.
Fall '23 Seed Install.
Fall '23 Seed Maint.

Week

Month A M J Ju A S O N A M J Ju A S O N
Year

2023

2024

#### **Attachment of Additional Scope**

#### **Jonathan Marin**

**From:** Wesley <wesley@nativedgeco.com> **Sent:** Thursday, December 22, 2022 4:58 PM

**To:** Jonathan Marin

Subject:RE: Further Questions Regarding RFP 22-21Attachments:OC Native Landscape Proj Examples 2.pdf

Follow Up Flag: Follow up Flag Status: Follow up

Caution! This email is from an external address and contains a link. Use caution when following links as they could open malicious web sites.

Hi Jon,

Thanks for the additional questions! Yes we absolutely are able, and willing, to showcase and incorporate other water conscious landscaping options in this project. Sometimes we use 'prairie-style' landscaping as a catch all for a landscape that uses the proper native plants for a given environment that mimic natural ecosystems. This includes woodland gardens, rain gardens, bioswales, shrub gardens, and more. However, as a landscape architecture firm we always work to ensure that our designs fit the site and meet the needs of our clients. We focus on native landscapes, but have many tools in our toolbox and use plants, hardscapes, structures, and other processes to provide superior services to our clients.

We frequently use 'no mow' or 'ecograss' in projects where clients desire a uniform 'grass look' but desire a more drought resistant alternative. No mow grass is fairly easy to install, and is best installed in the fall, like you would a fall seeding of regular lawn grass. The seeding area needs to be completely weed free and dethatched. Once installed, the grass does not need to be mown, but can be a few times a year if desired. These mixes have deeper roots than traditional lawn grass and are a great lawn alternative. They also make a nice clean border and I would envision using them in focal areas to define beds, as they are also a very cost effective landscaping option. Unfortunately, I am unable to find any good pictures to share, but our clients have been giving us good feedback on these installations.

There are other water-conscious landscape types that deal with utilizing rainwater capture, or helping to mitigate excessive rainwater issues. This is known as green infrastructure, and we can use rain gardens or bioswales in these areas. These types of features will help homeowners see that instead of piping water away and sending it directly to the storm water system, they can direct it to depressions on the property that allow water to infiltrate as it would naturally and use plants to help with the uptake. The implementation of these types of landscapes will depend on having areas on site well-suited for their development but we can explore this during the design process.

Another green infrastructure example relating to hardscapes has to do with permeable paving. This is where you have pavement that is designed to infiltrate water through open aggregate, versus having it run off to the landscape. Permeable paving can be a great solution for certain situations, but it is very expensive. However, if there were a good area to showcase some permeable paving, we can put this in the design for the team to consider. We typically prefer to shed water from hardscapes to bioswales or rain gardens, but sometimes there isn't proper space for those features.

Dune grass landscapes are another component that will very likely be incorporated into the project based on the success of these areas on the Fillmore Complex. These would not be new showcase areas as they are currently in existence, but they would be useful in extending peripheral areas to blend in with existing successful landscape types.

We understand that this project is going to be multifaceted and will serve as a tool for the public and therefore we need a diverse array of landscape types. Even among the native gardens, we'll be able to create very unique and visually diverse gardens just based on the species composition and location in the landscape. Where different landscape types are featured across the County project areas (full sun/dry, part sun/average, etc.) we will showcase different landscape approaches that visitors can interact with to see what will work on their own properties. We can have a map with a key that shows where these different landscape types are on the properties so they can easily find the area that fits their situation and explore these areas on their own.

As a landscape architecture firm we are natural problem solvers and I'm confident that we have the tools and experience to deliver exactly what the County is looking for on this project.

I've attached a few more photos of some of our projects and some additional drawings. I don't have pictures of a few landscape types listed above, but we have worked with all of these elements in both design and construction.

Don't hesitate to let me know if you need anything else from us or have any additional questions at the moment.

Thanks, Jon! Happy Holidays!

#### Wes Landon, PLA, ASLA

Principal / Landscape Architect p 616-717-0656

Native Edge, LLC PO Box 140021, Grand Rapids, MI 49514 nativedgeco.com

**From:** Jonathan Marin jmarin@miottawa.org> **Sent:** Thursday, December 22, 2022 3:35 PM
To: Wesley < wesley@nativedgeco.com>

Subject: Further Questions Regarding RFP 22-21

Good afternoon Wes,

I have been working with the Department of Strategic Impact on RFP 22-21 Native Landscape Design. We would like to gather a little more information regarding Native Edge's ability to implement a variety of "water-conscious" or low water demanding landscapes. While we do want to implement some native plant landscapes, we don't want the prairie-type plants to completely encompass the landscape design. We also want to display other forms of water conscious landscapes such as hardscapes, xeriscapes, no-mow turf alternatives, etc. and would like to know if Native Edge is able and willing to showcase and incorporate some of those aspects into the design?

Also is Native Edge able to provide examples of such work?

Thank you so much for your time Wes! Have a happy holiday!

Sincerely,

Jon Marin

**Procurement Specialist** 

Exhibit

C

12220 Fillmore Street • Room 331 • West Olive, MI, 49460

(616) 738-4670

Fax (616) 738-4897

#### **VENDOR INSURANCE REQUIREMENTS / REQUEST**

Please be advised that before any vendor can begin work in a County facility, or before a purchase order can be processed, if applicable, the County requires that you provide evidence of insurance as follows:

#### WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation Limits Michigan Statutory
Employers' Liability Limits \$500,000 Each Accident

\$500,000 Each Employee

\$500,000 Aggregate Injury by Disease

#### **COMMERCIAL GENERAL LIABILITY**

Each Occurrence \$1,000,000
Personal & Advertising Injury \$1,000,000
General Aggregate \$2,000,000
Products/Completed Operations Aggregate \$2,000,000

There shall be no Products/Completed Operations or Contractual Liability exclusion.

The General Aggregate limit shall apply separately per location or project.

#### AUTOMOBILE (if applicable)

Residual Liability Limit \$1,000,000 Each Accident

Personal Injury Protection Michigan Statutory
Property Protection Michigan Statutory

#### PROFESSIONAL LIABILITY (if applicable)

Limit of Liability \$2,500,000 Aggregate Limit

Please provide a **certificate of insurance** detailing your coverage which meets the above requirements. 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 to the services provided under this agreement. This additional insured status shall not terminate after completion of the services. A certificate of insurance shall be provided and show the required limits, and the above-mentioned listed as additional insureds. A **30-day** notice is required in the event of coverage termination for any reason

Additional Insured Endorsement to the Commercial General Liability policy must accompany the certificate, OR the certificate must state that the General Liability policy includes a blanket additional insured provision on the primary basis for any entity required by contract or agreement to be an additional insured.

Please forward your evidence of insurance to; OTTAWA COUNTY PURCHASING, 12220 Fillmore St Rm 331, West Olive, MI 49460, <a href="mailto:purchasing@miottawa.org">purchasing@miottawa.org</a>, Fax Number 616-738-4897

#### **Action Request**

Electronic Submission - Contract # 1819



Committee: FINANCE AND ADMINISTRATION

Meeting Date: 2/7/2023

Vendor/3rd Party: WEATHERPROOFING TECHNOLOGIES

Requesting Department: FACILITIES MAINTENANCE

Submitted By: BLAKE UPRIGHT

Agenda Item: CONTRACT FOR ROOF REPAIRS AT THREE COUNTY BUILDINGS

#### **Suggested Motion:**

To approve and forward to the Board of Commissioners the contract with Weatherproofing Technologies Inc. to repair and resurface the roofs at 1111 Fulton Street, DHHS and A buildings at the James Street Campus for a total cost of \$959,820.44.

#### Summary of Request:

This is a rehab process of the roofs at these designated buildings versus a full replacement. The process involves replacing wet insulation, patching the rubber membranes and applying a bonded fluid coating to the entire roof. This process gives the roof a 20 year warranty. Additionally included in these contracts are placing OSHA approved safety railings in proper places to maintain compliance with industry standards. A lockable safety ladder is included at 1111 Fulton Street to access the buildings roof.

1001.				
Financial Information:				
Total Cost: \$959,820.44	General Fund Cost	: \$0.00	Included in Budget: Yes	
If not included in Budget, recommer	ded funding source:			
Action is Related to an Activity	Which Is: Non Mar	adated		
		luateu		
Action is Related to Strategic I	rian:			
Goal 4: To Continually Improve the	e County's Organization	n and Services.		
Administration:	1//			
Recommended by County Administr	ator:	2/2/2023 4:52:32 PM		
Committee/Governing/Advisory Boa	rd Approval Date: 2/7/2	2023		



#### ROOFING PRODUCTS, SERVICES AND JOB-ORDER CONTRACTING SERVICES

This AGREEMENT is made by and between the County of Ottawa, a municipality in the State of Michigan, (hereinafter, the "County") acting by and through its duly elected Board of Commissioners, (hereinafter the "Board"), and Weatherproofing Technologies, Incorporated, part of the Tremco Construction Products Group (hereinafter, "Contractor"), with a principal place of business at 3735 Green Road, Beachwood, OH 44155.

#### IT IS HEREBY AGREED AS FOLLOWS:

- Scope of Work: Contractor agrees to provide the "Services" which as detailed in Exhibits A, B and C. It shall be the responsibility of the Contractor to employ and assign to the project adequate personnel and equipment required to undertake and complete the work in a diligent, timely and orderly manner.
- Compensation: In consideration for the services to be performed by the Contractor, the County agrees to pay Contractor the compensation set forth on Exhibits A, B and C. Payment to the Contractor for services will be under the County's terms of Net 30. Any change in pricing must be communicated in written form thirty (30) days in advance.
- 3. Contract Documents: The following documents are the entire agreement between the Contractor and the County. The agreement includes the following documents listed below, which are incorporated herein by reference and are deemed to be part of this contract as if set forth in full:
  - a) This Contract (including attached exhibits)
  - b) All Provisions required by law to be inserted in this contract whether inserted or not.
  - c) By reference, Omnia Partners (Contract number R180903)

#### 4. Performance

- a) Contractor shall perform the work as required by and in accordance with the schedule of time requirements set forth in Exhibits A, B and C.
- b) Failure to complete services as required shall constitute breach of this Contract.
- c) Contractor shall have not more than thirty (30) calendar days to cure a breach of this Contract (the "Cure Period"). Failure to cure a breach of this Contract within said Cure Period shall allow the County to, without further notice to the Contractor, declare this Contract terminated and proceed with the replacement of the Contractor and the County shall be entitled to all remedies available to it at law or in equity.

- d) If Contractor defaults on the contract, after the designated Cure Period, the County may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate the resulting contract and any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend contractor from receiving future solicitations.
- 5. Terms of Contract: The contract shall commence when signed by both parties and unless terminated earlier in accordance with the terms of this Contract, this Contract period will cover the period from project kick-off to project completion as determined by the satisfaction of work completed.
  - County's obligations are limited to payment for the goods and/or services described herein and despite any other provision to the contrary in any other agreement, signed or not, the County may terminate any term, a hold over or any renewal term at its will. This contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party
- 6. Expenses: Contractor shall be responsible for all the Contractor's expenses incurred while performing services under this Contract. This includes license fees, fuel and fleet maintenance, insurance premiums, telephone and all salary/payroll expenses, and other compensation paid to employees or contract personnel that the Contractor hires to complete the work under this Contract.
- 7. Employees: The Contractor and all Contractor' employees, while on County premises, shall carry proper identification. Examples of proper identification are State issued Driver's License or State issued Identification Card.

The Contractor shall employ only United States citizens, legal residents or legal resident aliens. Upon request of the County, the Contractor shall provide copies of, or access to, work/payroll records and necessary documents to verify status of employees.

The Contractor will be supplied with a phone number to contact in case of an emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted area will be designated by the authorized County representative.

- 8. Materials: Contractor will furnish all materials, equipment and supplies used to provide the services required by this Contract.
- 9. Background Checks: (as required by the Facility) Contractor employees are subject to background checks to ensure, at a minimum, that no employee has a felony or domestic violence or other bar-able conviction(s). The background checks for Contractor employees will be conducted by the County prior to the commencement of any on-site work.

- 10. Compliance with Laws, Ordinances, and Regulations and Procurement of Permits:
  - a) This Contract is governed by the laws of the State of Michigan.
  - b) The Contractor shall at all times comply with all local, state and federal laws, rules and regulations applicable to this Contract and the work to be done herewith.
  - c) The Contractor shall obtain, and pay thereof, all permits required by any agency or authority having jurisdiction over the work. The Contractor shall provide a copy of any permit to the County within 3 business days of the County's request.
- 11. Exclusive Contract: This Contract, including exhibits attached hereto, a County Purchase Order, if applicable, is the entire Agreement between Contractor and the County for the services as detailed in Exhibits A, Band C.
- 12. Modifying the Agreement: This Agreement may be modified only by a writing signed by both parties.
- 13. Record Keeping: The Contractor shall keep all records related to this Contract for the term of the Contract and three (3) years thereafter.
- 14. Dispute: In the event of any conflicts or discrepancies in the wording of any terms, provisions and conditions contained in this Agreement, describing Contractor's obligations and responsibilities hereunder, said conflicts and discrepancies shall be resolved by first applying the interpretation of this Agreement and its exhibits, attachments, and addendums, then the mutually agreed Contractor's planning documents that affirm the details of the Services to be provided. Any agreement or modification of this Agreement shall be written and signed by both parties and will supersede any previous written understandings.

Should any disputes arise with respect to this Agreement, Contractor and County agree to act immediately to resolve any such disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work; any additional costs incurred by the Contractor as a result of such failure to proceed shall be borne by the Contractor and the Contractor shall make no claim against County for such costs.

If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to any other form of dispute resolution. In an effort to resolve any conflicts that arise during the construction of this project or following the completion of a project, the Contractor and County agree that all disputes between them arising out of or relating to this Agreement shall first be submitted to non-binding mediation unless the parties mutually agree otherwise, prior to resolving those disputes in a judicial forum.

Pending resolution of such dispute or difference and without prejudice to their rights, the Parties shall continue to respect all their obligations and to perform all their duties under this Agreement.

- 15. Jurisdiction and Venue: The parties' consent to the exercise of general personal jurisdiction over it by the Ottawa Court Circuit Court. Any action on a controversy that arises under or in association with this Agreement shall be brought in the State of Michigan, which both parties agree is a reasonably convenient place for trial of the action. The parties both agree that their consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.
- 16. Liability and Insurance: Contractor agrees to hold harmless the County from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Contract, including any liability resulting from intentional or reckless or negligent acts or the acts of the employees or agents of Contractor. If specific insurance is required, such insurance shall be set forth in the attached Exhibit D.
- 17. Relationship of Parties: The Contractor is an independent contractor and is not an agent or employee of the County for any purpose including, but not limited to, the ability to bind the County and all labor or employee related matters such as tax withholding/reporting, employee wages or benefits, or workers compensation. This Contract is not intended to create any joint venture or partnership of any kind. The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
- 18. Subcontracts: Contractor may not assign or subcontract any rights or obligations under this agreement without the County's prior written approval.
- 19. Governmental Immunity: The County does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.
- 20. Safety: The Contractor shall at all times observe and comply with all federal, state, local and County facility laws, ordinances, rules and regulations that may in any manner affect the safety and the conduct of the work. The Contractor shall hold the County harmless against any claim or liability arising from the violation of any such provisions.
- 21. Absence of Waiver: The failure of either party to insist on the performance of any of the terms and conditions of this Contract, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if such forbearance or waiver had occurred.

#### 22. Notices:

a) All notices and other communications for the parties may be served, mailed, or delivered at the following addresses:

If to the Contractor: Weatherproofing Technologies, Incorporated

Attn: Robert Bryant, CM Development Manager

3735 Green Road Beachwood, OH 44122

Email: rbryant@wtiservices.com

If to Ottawa County: Ottawa County Facilities Maintenance Department

12220 Fillmore St., Rm. 160

West Olive, MI 49460

Email: bupright@miottawa.org

- 23. Partial Invalidity: The partial invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expunction of the invalid provision.
- 24. Attorney Review: The parties represent that they have carefully read this Agreement and have had the opportunity to review it with an attorney. The parties affirmatively state that they understand the contents of this Agreement and sign it as their free act and deed.
- 25. No Third-Party Benefit: The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
- 26. Availability of Funds: Each payment obligation of the County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continuance of the services performed herein, either party may terminate this Agreement at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time of the services that will or may be affected by the shortage of funds

#### 27. Miscellaneous:

- a) Force Majeure: Either party shall be excused from performance under this Agreement for any period of time during which the party is prevented from performing its obligations hereunder as a result of any Act of God, war, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control. Such non-performance shall not constitute grounds for default.
- b) Title and Headings: Titles and headings to articles, sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.

- c) Modification: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by either party or its authorized representative.
- d) Anticipatory Breach: If the Contractor, at any time before delivery of services, declares its intent not to perform in accordance with this Agreement, Ottawa County shall have an immediate cause of action for breach of this Agreement, and shall be entitled to all remedies available to it at law or in equity.

In witness whereof, each party to this Contract has caused it to be executed on the date(s) indicated below.

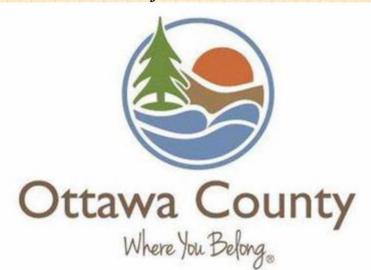
**COUNTY OF OTTAWA** 

Ву:	_	
Joe Moss, Chairperson Board of Commissioners		Date
Ву:		
Justin F. Roebuck, County Clerk/Register		Date
WEATHERPROOFING TECHNOLOGIES, I	NCORPORATED	
By: JK Milliken		1-19-2023
Printed Name, Title		Date
JK Milliken/ss		
Signature		

Proposal for:

Exhibit A

## Ottawa County Fulton Street Roof Restoration











Submitted by:

Weatherproofing Technologies, Incorporated.

Part of the Tremco Construction Products Group
3735 Green Road

Beachwood, OH 44122

December 12, 2022

OMNIA Roofing & JOC R180903

WTI Proposal # 5051055

Building Life. Managed. www.tremcoroofing.com





December 12, 2022

Ottawa County 1111 Fulton Street Grand Heaven, MI 49417

**RE: Roof Restoration** 

Attn: Blake Upright

Weatherproofing Technologies, Inc. (WTI), part of Tremco Construction Products Group, is pleased to submit this proposal for the Roof Restoration work on the above mentioned building. We look forward to the possibility of working with you on this project.



Page 2 of 3



#### SCOPE OF WORK

- Wti to perform IR/diagnostic scan over entire roof surface to identify any wet insulation in the existing roof
- Remove and replace existing wet insulation
- ALL DRAIN RINGS WILL BE REMOVED FOR PROPER SEALING
  - o Inside of bowl will be cleaned and primed to accept the AG material
- Cut and repair loose flashing at wall areas and make repairs to open corners, flashing or seams as needed to make roofs watertight
- Remove existing walk pads.
- Pressure wash roof surface utilizing Rooftec
- Prime existing roof surface with AlphaGard WB Primer
- Coat roof with AlphaGard BIO Base and Topcoat fully reinforced including all flashing
- Install new Surface Mounted counter flashing at all exposed Termination Bar details
- Install new 3' Fibergrate walkways as discussed at job walk
- Install Fibergrate ladder and safety equipment as discussed at job walk
- Provide 20-year roof restoration warranty

#### **EXCLUSIONS:**

- 1. No Electrical, Mechanical or Plumbing costs are included in the Lump sum.
- 2. Deck Replacement, deck repair, and/or wood replacement is not included.

Services requested beyond the above scope of work shall be considered additional services. Separate or multiple cost opinions, if requested, shall be prepared at additional cost.

#### **CONDITIONES**:

- 1. Normal working hours Monday through Friday.
- 2. Barricades and signs along with traffic control protection will be provided as needed by the contractors.
- 3. Use of onsite parking for workers assumed during construction.
- 4. Use of building electric power and water assumed during construction.
- 5. Temporary restroom facilities have been proposed by contractors.
- 6. The use of a dumpster and mobile equipment for material handling have been proposed by contractors.

#### PROPOSED SCHEDULE & FEES

#### **SCHEDULE**

We will dedicate required manpower/resources to perform our services on a timely and responsive basis. For the Basic Scope of Work, we estimate Thirty (30) days construction time which will be scheduled from receipt of a purchase order.

Page 3 of 3



**NOTE**: Field work cannot be completed during inclement weather.

#### FEES:

Based on the abbreviated Scope of Work listed, we propose a total lump sum fee in the amount of: (One Hundred Ninety-Nine Thousand, Nine Hundred Eleven Dollars and Twenty-One Cents): \$199,911.21

We have included in the project costs all labor, materials, equipment and incidentals to complete the work as outlined in the specifications, including construction management, profit and overhead.

The lump sum pricing is based on access to certain areas such as parking lots or interior pathways to access roofs. Interior access will also need to be available to reach certain roof sections. A laydown area onsite, if available, would be used to store material and equipment.

In roof areas where mechanical equipment is prevalent, coordination with the Owners in house or Mechanical Contractor will be required as not to disconnect or shut down any equipment without permission.

This proposal is valid for sixty (60) days and does not include taxes. Owner to provide tax exempt certificate if applicable.

Please feel free to contact me if you have any questions.

Thank You,

#### Robert S Bryant

Robert S Bryant
Wti CM Development Manager
Part of the Tremco Construction Products Group
M. 618.402.9725
rbryant@wtiservices.com
3735 Green Road Beachwood, OH 44122
www.tremcoroofing.com



This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at http://www.tremcoroofing.com/fileshare/terms/TandCWTI.pdf), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI.

We appreciate the opportunity of being considered for these services. Should you have any questions about our proposal, please let us know.



Name Description Quote #

Date



## WEATHERPROOFING TECHNOLOGIES, INC. CPN CONTRACT # R180903-315378



Effective Date: 10/01/2021

CONFIDENTIAL	
OTTAWA COUNTY	
FULTON STREET ROOF RESTORATION	
5051055	
12.2.22	

This price is valid for 60 days. After that time, project conditions are subject to reassessment.

	W. 1994		-			200 1 8000		Project
Line Item #	Description	Unit of Measure		Unit Price		Quantity		Amount
351700 800	ALPHAGUARD BIO BASECOAT A & B 4 GL KIT	KIT	\$	494.76		85	\$	42,054.60
351710T800 ALPHAGUARD BIO TOPCOAT- WHITE 3.1 GL KIT		KIT	\$	407.96		75	\$	30,597.00
351681 801 ALPHAGUARD M-PRIME - 1 GL		EA	\$	81.59		1	\$	81.59
351675 805	ALPHAGUARD WB PRIMER 5 GL	EA	\$	313.35		7	\$	2,193.44
494105P	GEOGARD PRIMER 5 GAL	EA	\$	611.07		1	\$	611.07
230012R	PERMAFAB 12" X 300' ROLL	ROL	\$	151.03		4	\$	604.13
290400	PERMAFAB 40 X 324' ROLL	ROL	\$	457.44		13	\$	5,946.67
876450 309	TREMSEAL PRO WHITE - 30 CTG/CS	CS	\$	378.45		1	\$	378.45
FG447716.1	FG 16' LADDER & WALL MOUNT VEFR GRYUVCTG (NON-DISCOUNTAI	EA	\$	1,466.00		1	\$	1,466.00
FG505242.1	FG 24" SAFETY GATE GRAY KIT (NON-DISCOUNTABLE)	EA	\$	543.00		1	\$	543.00
FG448902	FG 24" WALK-THRU KIT 3'-6" HIGH VEFR GRY (NON-DISCOUNTABLE)	EA	\$	224.00		1	\$	224.00
FG5001020	FG ROUND TUBE VEFR 1.9" x 0.2" GRAY (NON-DISCOUNTABLE)	EA	\$	200.00		8	\$	1,600.00
FG5041002	FG SLIMLINE POST ASSEMBLY GRAY (NON-DISCOUNTABLE)	EA	\$	1,044.00		8	\$	8,352.00
FG5041202	FG F POST ASSEMBLY GRAY (NON-DISCOUNTABLE)	EA	\$	876.00		12	\$	10,512.00
FG5045012	FG RETURN ASSEMBLY GRAY (NON-DISCOUNTABLE)	EA	\$	56.00		12	\$	672.00
FG504701	FG RAIL SPLICE ASSEMBLY (NON-DISCOUNTABLE)	EA	\$	57.00		6	\$	342.00
FG504801	FG 90 DEG. SPLICE ASSEMBLY (NON-DISCOUNTABLE)	EA	\$	54.00		1	\$	54.00
	Additional and occasional services Roofing supplies Discount off							
48a	Retail Price List	% of Discount		13.2%				
				Visito to Australia				
5000 5000000000	Roof Cleaning System	SF	\$	0.40		12,070	\$	4,828.00
56	Labor Rate for Roofer	Per Hour	\$	145.54	L.	492	\$	71,605.68
VA 94	Multiplier for roofs less than 20,000 square feet	%		15%	\$	76,433.68	\$	11,465.05
	20 Year Replacement Warranty Over 10,000 Square Feet							
VA 238	Inspections In Years 2, 5, 10 & 15	SF	\$	0.20		10,496	\$	2,099.20
FREIGHT PR	EPAID & ADD:						\$	2,390.30
57b	Performance and payment bond - bonding rate (percent of project)	Percent		0.65%	\$	198,620.18	\$	1,291.03
				TOTA	L PR	OJECT COST	\$	199,911.21
								-
	*The pricing contained in this proposal is based in part on site- specific conditions and unique circumstances presented on each							
	individual project as per Contract #180903.						-	

Proposal for:

Exhibit B

Ottawa County James Street
Roof Restoration











Submitted by:

Weatherproofing Technologies, Incorporated.

Part of the Tremco Construction Products Group
3735 Green Road
Beachwood, OH 44122

December 12, 2022

OMNIA Roofing & JOC R180903

WTI Proposal # 5051056

Building Life. Managed. www.tremcoroofing.com





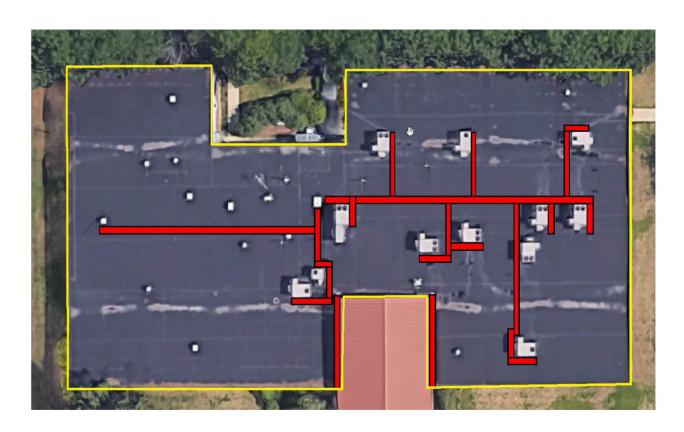
December 12, 2022

Ottawa County 12265 James Street Holland, MI 49424

**RE: Roof Restoration** 

Attn: Blake Upright

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#### SCOPE OF WORK

- Wti to perform IR/diagnostic scan over entire roof surface to identify any wet insulation in the existing roof
- Remove and replace existing wet insulation
- ALL DRAIN RINGS WILL BE REMOVED FOR PROPER SEALING
  - o Inside of bowl will be cleaned and primed to accept the AG material
- Cut and repair loose flashing at wall areas and make repairs to open corners, flashing or seams as needed to make roofs watertight
- Remove existing walk pads.
- Pressure wash roof surface utilizing Rooftec
- Prime existing roof surface with AlphaGard WB Primer
- Coat roof with AlphaGard BIO Base and Topcoat fully reinforced including all flashing
- Install new Surface Mounted counter flashing at all exposed Termination Bar details
- Install new 3' Fibergrate walkways as discussed at job walk
- Install Fibergrate perimeter railing and roof hatch safety equipment as discussed at job walk
- Provide 20-year roof restoration warranty

#### **EXCLUSIONS:**

- 1. No Electrical, Mechanical or Plumbing costs are included in the Lump sum.
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- 6. The use of a dumpster and mobile equipment for material handling have been proposed by contractors.

#### PROPOSED SCHEDULE & FEES

#### **SCHEDULE**

We will dedicate required manpower/resources to perform our services on a timely and responsive basis. Full Time supervision will be supplied by For the Basic Scope of Work, we estimate Thirty (60) days construction time which will be scheduled from receipt of a purchase order.



<u>NOTE:</u> Field work cannot be completed during inclement weather.

#### FEES:

Based on the abbreviated Scope of Work listed, we propose a total lump sum fee in the amount of: (Five Hundred Fifty Ninety Thousand, Nine Hundred Eighty-Four Dollars and Eighty-Nine Cents): \$559,984.89

We have included in the project costs all labor, materials, equipment and incidentals to complete the work as outlined in the specifications, including construction management, profit and overhead.

The lump sum pricing is based on access to certain areas such as parking lots or interior pathways to access roofs. Interior access will also need to be available to reach certain roof sections. A laydown area onsite, if available, would be used to store material and equipment.

In roof areas where mechanical equipment is prevalent, coordination with the Owners in house or Mechanical Contractor will be required as not to disconnect or shut down any equipment without permission.

This proposal is valid for sixty (60) days and does not include taxes. Owner to provide tax exempt certificate if applicable.

Please feel free to contact me if you have any questions.

Thank You.

#### Robert S Bryant

Robert S Bryant
Wti CM Development Manager
Part of the Tremco Construction Products Group
M. 618.402.9725
rbryant@wtiservices.com
3735 Green Road Beachwood, OH 44122
www.tremcoroofing.com



This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at http://www.tremcoroofing.com/fileshare/terms/TandCWTI.pdf), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI.

We appreciate the opportunity of being considered for these services. Should you have any questions about our proposal, please let us know.





#### WEATHERPROOFING TECHNOLOGIES, INC. CPN CONTRACT # R180903-315382

**W**ti

Effective Date: 10/01/2021

	CONFIDENTIAL
Name	OTTAWA COUNTY
Description	JAMES STREET BLDG A ROOF RESTORATION
Quote #	5051056
Date	12.1.22

This price is valid for 60 days. After that time, project conditions are subject to reassessment.

Line Item #	Description	Unit of Measure	U	Init Price	Quantity		Project Amount
351700 800	ALPHAGUARD BIO BASECOAT A & B 4 GL KIT	KIT	\$	494.76	250	\$	123,690.00
	ALPHAGUARD BIO TOPCOAT- WHITE 3.1 GL KIT	KIT	\$	407.96	195	\$	79,552.20
	ALPHAGUARD M-PRIME - 1 QT	EA	\$	81.59	1	\$	81.59
	ALPHAGUARD WB PRIMER 5 GL	EA	\$	313.35	21	\$	6,580.31
- CANODINA CON A	GEOGARD PRIMER 5 GAL	EA	\$	611.07	1	\$	611.07
	PERMAFAB 12" X 300' ROLL	ROL	\$	151.03	7	\$	1,057.22
0.1 0.000 0.000 0.000 0.000	PERMAFAB 40 X 324' ROLL	ROL	\$	457.44	35	\$	16,010.26
	TREMSEAL PRO WHITE - 30 CTG/CS	CS	\$	378.45	2	\$	756.90
	FG MOLDED GRATING GRAY 1 1/2"-3' X 10' (NON-DISCOUNTABLE)	EA	\$	732.00	60	\$	43,920.00
	FG RUBBER CONNECTOR (NON-DISCOUNTABLE)	EA	\$	7.75	180	\$	1,395.00
	FG RUBBER FEET FOR1-1/2"&2"MESH GRATING (NON-DISCOUNTAB	EA	\$	5.90	1,800	\$	10,620.00
	FG ROUND TUBE VEFR 1.9" x 0.2" GRAY (NON-DISCOUNTABLE)	EA	\$	274.00	10	\$	2,740.00
	FG SLIMLINE POST ASSEMBLY GRAY (NON-DISCOUNTABLE)	EA	\$	1,149.00	9	\$	10,341.00
	FG F POST ASSEMBLY GRAY (NON-DISCOUNTABLE)	EA	\$	964.00	14	\$	13,496.00
	FG RETURN ASSEMBLY GRAY (NON-DISCOUNTABLE)	EA	\$	62.00	14	\$	868.00
	FG RAIL SPLICE ASSEMBLY (NON-DISCOUNTABLE)	EA	\$	63.00	7	\$	441.00
	FG 90 DEG. SPLICE ASSEMBLY (NON-DISCOUNTABLE)	EA	\$	60.00	2	\$	120.00
FG5041212	FG HATCH GUARD 30-36"X30-54"/GATE GRYFRP (NON-DISCOUNTAE	EA	\$	2,782.00	1	\$	2,782.00
	Additional and occasional services Roofing supplies Discount off	ov 55: .		40.00/			
48a	Retail Price List	% of Discount		13.2%			
1/4 224	D CCL : C :		_	0.40	20.055	_	42 202 00
VA 224	Roof Cleaning System Labor Rate for Roofer	SF	\$	0.40	30,955	\$	12,382.00
56	Labor Rate for Roofer	Per Hour	\$	145.54	1,128	Ş	164,169.12
	Roof inspection services (visual inspection of roofing						
	service/membrane, flashings, counterflashings, copings, parapets,						
	trims, hatches, penetrations, curbs, roof-mounted equipment, etc.						
46g	with a written report of findings and recommendations	Day	\$	750.45	29	Ś	21,763.05
408	with a written report of findings and recommendations	Day	ې	730.43	25	ڔ	21,703.03
	20 Year Replacement Warranty Over 10,000 Square Feet						
VA 238	Inspections In Years 2, 5, 10 & 15	SF	\$	0.20	30,955	\$	6,191.00
V/\ 250	inspections in routs 2, 3, 10 & 13		Ψ	0,20	50,555	<u> </u>	0,232.00
	Multiplier/factor to be applied to the						
48d	R.S. Means costs.	% to be applied		99%	\$ 31,936.18	\$	31,616.82
1.5.5					<del>+</del> ,	-	,
FREIGHT PR	EPAID & ADD:					\$	5,183.95
57b	Performance and payment bond - bonding rate (percent of project)	Percent		0.65%	\$ 556,368.49	\$	3,616.40
				TOTAL	PROJECT COST	\$	559,984.89
						_	
	*The pricing contained in this proposal is based in part on site-					_	
	specific conditions and unique circumstances presented on each						
	individual project as per Contract #180903.						
	,,						
						_	

Proposal for:

# Exhibit C

# Ottawa County DHS Building Roof Restoration











Submitted by:

Weatherproofing Technologies, Incorporated.

Part of the Tremco Construction Products Group
3735 Green Road

Beachwood, OH 44122

December 12, 2022

OMNIA Roofing & JOC R180903

WTI Proposal # 5053246

Building Life. Managed. www.tremcoroofing.com





December 12, 2022

Ottawa County 12185 James Street Holland, MI 49424

**RE: Roof Restoration** 

Attn: Blake Upright

Weatherproofing Technologies, Inc. (WTI), part of Tremco Construction Products Group, is pleased to submit this proposal for the Roof Restoration work on the above-mentioned building. We look forward to the possibility of working with you on this project.





#### SCOPE OF WORK

- Wti to perform IR/diagnostic scan over entire roof surface to identify any wet insulation in the existing roof
- Remove and replace existing wet insulation
- ALL DRAIN RINGS WILL BE REMOVED FOR PROPER SEALING
  - o Inside of bowl will be cleaned and primed to accept the AG material
- Cut and repair loose flashing at wall areas and make repairs to open corners, flashing or seams as needed to make roofs watertight
- Remove existing walk pads.
- Pressure wash roof surface utilizing Rooftec
- Prime existing roof surface with AlphaGard WB Primer
- Coat roof with AlphaGard BIO Base and Topcoat fully reinforced including all flashing
- Install new Surface Mounted counter flashing at all exposed Termination Bar details
- Install new 3' Fibergrate walkways as discussed at job walk
- Install Fibergrate perimeter railing and roof hatch safety equipment as discussed at job walk
- Provide 20-year roof restoration warranty

#### **EXCLUSIONS:**

- 1. No Electrical, Mechanical or Plumbing costs are included in the Lump sum.
- 2. Deck Replacement, deck repair, and/or wood replacement is not included.

Services requested beyond the above scope of work shall be considered additional services. Separate or multiple cost opinions, if requested, shall be prepared at additional cost.

#### **CONDITIONS**:

- 1. Normal working hours Monday through Friday.
- 2. Barricades and signs along with traffic control protection will be provided as needed by the contractors.
- 3. Use of onsite parking for workers assumed during construction.
- 4. Use of building electric power and water assumed during construction.
- 5. Temporary restroom facilities have been proposed by contractors.
- 6. The use of a dumpster and mobile equipment for material handling have been proposed by contractors.

#### PROPOSED SCHEDULE & FEES

#### SCHEDULE

We will dedicate required manpower/resources to perform our services on a timely and responsive basis. For the Basic Scope of Work, we estimate Thirty (30) days construction time which will be scheduled from receipt of a purchase order.



<u>NOTE:</u> Field work cannot be completed during inclement weather.

#### FEES:

Based on the abbreviated Scope of Work listed, we propose a total lump sum fee in the amount of: (One Hundred Ninety-Nine Thousand, Nine Hundred Twenty-Four Dollars and Thirty-Four Cents): \$199,924.34

We have included in the project costs all labor, materials, equipment and incidentals to complete the work as outlined in the specifications, including construction management, profit and overhead.

The lump sum pricing is based on access to certain areas such as parking lots or interior pathways to access roofs. Interior access will also need to be available to reach certain roof sections. A laydown area onsite, if available, would be used to store material and equipment.

In roof areas where mechanical equipment is prevalent, coordination with the Owners in house or Mechanical Contractor will be required as not to disconnect or shut down any equipment without permission.

This proposal is valid for sixty (60) days and does not include taxes. Owner to provide tax exempt certificate if applicable.

Please feel free to contact me if you have any questions.

Thank You.

#### Robert S Bryant

Robert S Bryant
Wti CM Development Manager
Part of the Tremco Construction Products Group
M. 618.402.9725
rbryant@wtiservices.com
3735 Green Road Beachwood, OH 44122
www.tremcoroofing.com



This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at http://www.tremcoroofing.com/fileshare/terms/TandCWTI.pdf), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI.

We appreciate the opportunity of being considered for these services. Should you have any questions about our proposal, please let us know.



Name Description Quote #

Date



# WEATHERPROOFING TECHNOLOGIES, INC. CPN CONTRACT # R180903-317578



Effective Date: 10/01/2021

CONFIDENTIAL	
OTTAWA COUNTY	
DHS ROOF RESTORATION	
5053246	_
11.30.22	_

This price is valid for 60 days. After that time, project conditions are subject to reassessment.

Line Item #	Description	Unit of Measure	ι	Init Price		Quantity	Project Amount
351700 800	ALPHAGUARD BIO BASECOAT A & B 4 GL KIT	KIT	\$	494.76		64	\$ 31,664.64
351710T800	ALPHAGUARD BIO TOPCOAT- WHITE 3.1 GL KIT	KIT	\$	407.96		54	\$ 22,029.84
351680 817	ALPHAGUARD M-PRIME - 1 QT	EA	\$	81.59		1	\$ 81.59
351675 805	ALPHAGUARD WB PRIMER 5 GL	EA	\$	313.35		7	\$ 2,193.44
494105P	GEOGARD PRIMER 5 GAL	EA	\$	611.07		1	\$ 611.07
230012R	PERMAFAB 12" X 300' ROLL	ROL	\$	151.03		1	\$ 151.03
230004R	PERMAFAB 4" X 300' ROLL	ROL	\$	57.29		1	\$ 57.29
290400	PERMAFAB 40 X 324' ROLL	ROL	\$	457.44		9	\$ 4,116.92
876450 309	TREMSEAL PRO WHITE - 30 CTG/CS	CS	\$	378.45		1	\$ 378.45
FG264406	FG MOLDED GRATING GRAY 1 1/2"-3' X 10' (NON-DISCOUNTABLE)	EA	\$	732.00		42	\$ 30,744.00
FG790051	FG RUBBER CONNECTOR (NON-DISCOUNTABLE)	EA	\$	7.75		135	\$ 1,046.25
FG790050	FG RUBBER FEET FOR1-1/2"&2"MESH GRATING (NON-DISCOUNTABL	EA	\$	5.90		1,350	\$ 7,965.00
48a	Additional and occasional services Roofing supplies Discount off Retail Price List	% of Discount		13.2%			
VA 224	Roof Cleaning System	SF	\$	0.40		9,950	\$ 3,980.00
56	Labor Rate for Roofer	Per Hour	\$	145.54		398	\$ 57,924.92
VA 93	Multiplier for roofs less than 10,000 square feet	%		20%	\$	61,904.92	\$ 12,380.98
VA 239	20 Restoration Warranty Under 10,000 Square Feet Inspections In Years 2, 5, 10 & 15	EA	\$	4,000.00		1	\$ 4,000.00
	Multiplier/factor to be applied to the			-			
48d	R.S. Means costs.	% to be applied		99%	\$	18,836.18	\$ 18,647.82
FREIGHT PR	EPAID & ADD:						\$ 1,055.75
57b	Performance and payment bond - bonding rate (percent of project)	Percent		0.65%	\$	137,744.73	\$ 895.34
				TOTAL	. PF	OJECT COST	\$ 199,924.34
	*The pricing contained in this proposal is based in part on site- specific conditions and unique circumstances presented on each individual project as per Contract #180903.						



12220 Fillmore Street • Room 331 • West Olive, MI, 49460

(616) 738-4670

Fax (616) 738-4897

#### **VENDOR INSURANCE REQUIREMENTS / REQUEST**

Please be advised that before any vendor can begin work in a County facility, or before a purchase order can be processed, if applicable, the County requires that you provide evidence of insurance as follows:

#### WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation Limits

Employers' Liability Limits

\$500,000 Each Accident \$500,000 Each Employee

\$500,000 Aggregate Injury by Disease

COMMERCIAL GENERAL LIABILITY

Each Occurrence \$1,000,000
Personal & Advertising Injury \$1,000,000
General Aggregate \$2,000,000
Products/Completed Operations Aggregate \$2,000,000

There shall be no Products/Completed Operations or Contractual Liability exclusion.

The General Aggregate limit shall apply separately per location or project.

AUTOMOBILE (if applicable)

Residual Liability Limit \$1,000,000 Each Accident

Personal Injury Protection Michigan Statutory
Property Protection Michigan Statutory

PROFESSIONAL LIABILITY (if applicable)

Limit of Liability \$2,500,000 Aggregate Limit

Please provide a **certificate of insurance** detailing your coverage which meets the above requirements. 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 to the services provided under this agreement. This additional insured status shall not terminate after completion of the services. A certificate of insurance shall be provided and show the required limits, and the above-mentioned listed as additional insureds. A **30-day** notice is required in the event of coverage termination for any reason

Additional Insured Endorsement to the Commercial General Liability policy must accompany the certificate, OR the certificate must state that the General Liability policy includes a blanket additional insured provision on the primary basis for any entity required by contract or agreement to be an additional insured.

Please forward your evidence of insurance to; OTTAWA COUNTY PURCHASING, 12220 Fillmore St Rm 331, West Olive, MI 49460, purchasing@miottawa.org, Fax Number 616-738-4897

## **Letter of Transmittal**

Weatherproofing Technologies, Inc. 3735 Green Road Beachwood, Ohio 44122 (800) 852-6013

То:	Ottawa County Facilities Maintenance  Attn: Blake Upright		Date:	01/24/2023 5053246 - OTTAWA COUNTY				
			Project #					
			& Name	8				
	12220 Filmore St, Ro	om 160						
	West Olive, MI 49460		Subject:	Submittals				
	Enclosed are:	One (1) - Performa One (1) - Payment						
These are Transmitted a		Checked Below:						
☐ As r ☐ For	your records equested review and approval signature	☐ Approved as submit ☐ Approved as noted	□s	ubmit	_ copies for review _ copies for distribution _ corrected prints			
<u>Rema</u>	<u>erks</u>							
TREM	ICO DISTRIBUTION:		By: Stepha Title: Project Telephone:	cofing Techno anie Bowers ct Administrato : 216-514-7727 wers@wtiservi	r			

# **Document A312**<sup>TM</sup> – 2010

#### Conforms with The American Institute of Architects AIA Document 312

#### Performance Bond

Bond Number: 014250622

CONTRACTOR:

(Name, legal status and address)

Weatherproofing Technologies, Inc. 3735 Green Road Beachwood, OH 44122

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkeley Street Boston, MA 02116 State of Inc:

OWNER:

(Name, legal status and address) County of Ottawa 12220 Fillmore Street Room 331 West Olive, MI 49460

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONSTRUCTION CONTRACT** 

Date: January 19, 2023

Amount: \$199,924.34

Description: (Name and location)

DHS Building Roof Restoration, Holland, MI

BOND January 23, 2023 Date: (Not earlier than Construction Contract Date) Amount: \$199,924.34 Modifications to this Bond: None See Section 16 CONTRACTOR AS PRINCIPAL SURETY Company: (Corporate Seal) Company: (Corporate Seal) Weatherproofing Technologies, Inc. Liberty Mutual Insurance Company Signature: Signature: Name Jain Name Janine A. Kappen, Attorney-in-Fact And Title: And Title: (Any additional signatures appear on the last page of this Performance Bond)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Marsh

**OWNER'S REPRESENTATIVE:** 

(Architect, Engineer or other party:)

Marsh USA Inc. 70 Linden Oaks Rochester, NY 14625

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
  - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
  - the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
  - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- § 16 Modifications to this bond are as follows:

(Space is provided below for additional si	gnatures of added pa	arties, other than those appeari	ng on the cover page.)
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	a a
Name and Title:		Name and Title:	
Address		Address	

# **Document A312<sup>™</sup> – 2010**

#### Conforms with The American Institute of Architects AIA Document 312

Payment Bond	Bond Number:	014250622
CONTRACTOR: (Name, legal status and address) Weatherproofing Technologies, Inc. 3735 Green Road Beachwood, OH 44122	SURETY: (Name, legal status and principal place of busines. Liberty Mutual Insurance Company 175 Berkeley Street Boston, MA 02116 State of Inc: MA	ss)
OWNER: (Name, legal status and address) County of Ottawa 12220 Fillmore Street Room 331		This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
West Olive, MI 49460  CONSTRUCTION CONTRACT Date: January 19, 2023		Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.
Amount: \$199,924.34		
Description: (Name and location)  DHS Building Roof Restoration, Holland, MI		
BOND  Date: January 23, 2023  (Not earlier than Construction Contract Date)		
Amount: \$199,924.34		
Modifications to this Bond:    None	See Section 18	
CONTRACTOR AS PRINCIPAL Company: (Corporate Seal) Weatherproofing Technologies, Inc. Signature: Rame Brink And Title: Treasurer (Any additional signatures appear on the last page of	SURETY Company: (Corporate Seal) Liberty Mutual Insurance Name And Title: f this Payment Bond)	ic (P)
(FOR INFORMATION ONLY – Name, address and t	elephone)	

(Architect, Engineer or other party:)

Marsh USA Inc.

70 Linden Oaks Rochester, NY 14625

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
  - have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
  - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this bond, subject to the Owner's priority to use the funds for the completion of the work.
- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any

Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

- § 16.1 Claim. A written statement by the Claimant including at a minimum:
  - .1 the name of the Claimant:
  - 2 the name of the person for whom the labor was done, or materials or equipment furnished;
  - .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
  - .4 a brief description of the labor, materials or equipment furnished;
  - .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
  - .7 the total amount of previous payments received by the Claimant; and
  - .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to Furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of the Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 17 If this Bond is issued for an agree shall be deemed to be Subcontractor an	ment between a Contr d the term Owner sha	ractor and subcontractor, the Il be deemed to be Contract	e term Contractor in this Bond or.
§ 18 Modifications to this bond are as	follows:		
	9		
(Space is provided below for additional s	signatures of added po	rties, other than those appea SURETY	aring on the cover page.)
Company:	(Corporate Seal)		(Corporate Seal)
Signature:Name and Title:		Signature:Name and Title:	
Address		Address	

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8204866

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

#### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Janine A. Kappen

Rochester state of New York each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

INSU

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044 Member, Pennsylvania Association of Notaries

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12, Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation -- The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneysinfact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surely bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

2023 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this January



Renee C. Llewellyn, Assistant Secretary



#### LIBERTY MUTUAL INSURANCE COMPANY

#### FINANCIAL STATEMENT — DECEMBER 31, 2021

Assets	Liabilities
Cash and Bank Deposits \$2,234,770,744	Unearned Premiums \$9,106,965,847
*Bonds — U.S Government 4,250,615,811  *Other Bonds 16,983,165,862  *Stocks 20,075,458,019	Reserve for Claims and Claims Expense
Real Estate       182,250,567         Agents' Balances or Uncollected Premiums       7,607,687,836         Accrued Interest and Rents       120,173,987         Other Admitted Assets       14,076,622,575	Reserve for Commissions, Taxes and         Other Liabilities       8,638,106,801         Total       \$43,481,129,334         Special Surplus Funds       \$178,192,363         Capital Stock       10,000,075         Paid in Surplus       11,804,736,755
Total Admitted Assets <u>\$65,530,745,401</u>	Unassigned Surplus



I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2022.

Assistant Secretary

TAMiholajewski.

<sup>\*</sup> Bonds are stated at amortized or investment value; Stocks at Association Market Values.

The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

#### **Action Request**

Electronic Submission - Contract # 1817



Committee: FINANCE AND ADMINISTRATION

Meeting Date: 2/7/2023

Vendor/3<sup>rd</sup> Party: MULTIPLE VENDORS
Requesting Department: PUBLIC HEALTH

Submitted By: KRIS CONRAD

Agenda Item: COMMUNITY HEALTH NEEDS ASSESSMENT CONTRACT

#### **Suggested Motion:**

To approve and forward to the Board of Commissioners the 2023 Memorandum of Understanding for the Community Health Needs Assessment contract and funding.

#### Summary of Request:

Since 2011, Corewell Health Zeeland Hospital, Holland Hospital, Trinity Health Grand Haven, United Way of Ottawa and Allegan Counties, Community Mental Health of Ottawa County, the Ottawa County Department of Public Health (OCDPH), and others have worked in partnership every three years to administer a Community Health Needs Assessment (CHNA) that helps identify local health needs. OCDPH acts as the coordinator and fiduciary for the CHNA process. More details are outlined in the attached Memorandum of Understanding. Completion of a CHNA every few years is a federal requirement for many healthcare organizations and is important for public health accreditation.

See Lisa Uganski or Derel Glashower for more information.

Financial Information:			
Total Cost: \$163,800.00	General Fund Cost:	\$0.00	Included in Budget: Yes
If not included in Budget, recommende	d funding source:		
Action is Related to an Activity V	Vhich Is: Mandated		
Action is Related to Strategic Pla	in:		
Goal 2: To Contribute to the Long-Ter	m Economic, Social a	nd Environmental Health o	f the County.
Administration:	1//		
Recommended by County Administrate	or: ////////	2/2/2023 4:51:56 PM	

Committee/Governing/Advisory Board Approval Date: 2/7/2023

#### 2023 Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into between Community Mental Health of Ottawa County, Community SPOKE, United Way of Ottawa and Allegan Counties, Holland Hospital, Trinity Health Grand Haven, Corewell Health Zeeland Hospital, Ottawa County Department of Public Health, Ottawa Area Intermediate School District, and the Ottawa County Stop Child Abuse and Neglect (SCAN) Council ("collectively referred hereinafter as "the Partners").

#### A. PURPOSE AND SCOPE

This MOU outlines a collaborative project to conduct a county-wide Community Health Needs Assessment (CHNA) followed by a Community Health Improvement Plan (CHIP). The purpose of the project is to:

- To support a formal and comprehensive community health needs assessment process that will allow for a systematic review of health status in Ottawa County.
- To create an infrastructure that will permit easy dissemination of available data and enable a continued partnership.
- To create a community health profile report that will allow for prioritization of needs, informed decision making, resource allocation and collective action to improve health outcomes.
- Based on the findings of the CHNA, create a community-informed health improvement plan with identified
  priorities and objectives, for the purpose of guiding strategic collective action to improve health outcomes in
  Ottawa County.

#### B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

The Partners have a mutual interest in improved health outcomes for the individuals in their core service area. Through collaborative leadership, assessment and planning, each Partner will benefit by achieving their organizational goals and objectives in a more effective, efficient manner.

#### C. TERMS OF THE MOU

#### Responsibilities of all Partners:

- Actively participate in the CHNA and CHIP Partner meetings.
- Participate in CHNA process of collecting/providing health data.
- Provide contact information for Key Informants.
- Distribute Key Stakeholder Survey and Underserved Resident Survey.
- Engage in the CHIP process and commit to incorporate one or more priorities and/or objectives into organization-level strategic plan and/or organization-level health improvement plan.
- Ensure all Partners are informed and involved in decision-making related to both the CHNA and CHIP process.
- Agree to consensus-based decision making.
- Attend project planning meetings and share tasks.
- Share in the cost of conducting the CHNA and the CHIP as agreed upon at each step or committed to by contract.

#### No liability to Third Party:

As between the Partners, no Partner will have any liability to any third party of any Partner for any obligations set forth in or arising out of this MOU except as expressly agreed to by a Partner in a writing executed by an authorized representative of said Partner.

#### Indemnification:

Each Partner shall indemnify the other Partners and their directors, employees and agents against, and hold them harmless from, any and all liability, loss, or damages (including reasonable attorneys' fees) resulting from or arising out of the acts or omissions of the indemnifying Partner.

#### Responsibilities of the Ottawa County Department of Public Health:

- Coordinate the logistics associated with conducting the Ottawa County Behavioral Risk Factor Survey (BRFS), the Maternal Child Health (MCH) Assessment and the broader Ottawa County CHNA and the Ottawa County CHIP.
- Provide oversight to the contractor(s); contractors may or may not be the same for the project components.
- Manage and house all raw data, with the exception of primary data planned to be collected in coordination with the OAISD
- Coordinate and facilitate CHNA and CHIP Partner meetings.
- As needed, create Requests for Proposal for any project component.
- Serve as fiduciary for the project contracts.
- Contribute \$31,575 to the project.
- Adhere to the report requirements, including timelines, set on Addendum A to this MOU.

#### Responsibilities of Holland Hospital:

• Contribute \$31,575 to the project.

#### Responsibilities of Corewell Health Zeeland Hospital:

• Contribute \$31,575 to the project.

#### Responsibilities of Trinity Health Grand Haven:

• Contribute \$31,575 to the project.

#### Responsibilities of the United Way of Ottawa and Allegan Counties:

- Use CHNA data in the Health section of the United Way Community Assessment process.
- Pay for printing of the CHNA and CHIP Summary Reports.

#### Responsibilities of Community SPOKE:

 Coordinate and facilitate the use of the CHNA and CHIP among nonprofit organizations in Ottawa County, helping to address gaps and reduce unnecessary duplication.

#### Responsibilities of Community Mental Health of Ottawa County:

• Contribute \$3,000 for the purchase of incentives by the selected contractor for use with the Underserved Resident Survey component of the Community input and analysis piece of the CHNA project.

#### Responsibilities of Ottawa Area Intermediate School District:

- Contribute \$1,500 for the purchase of incentives by the selected contractor for use with the Underserved Resident Survey component of the Community input and analysis piece of the CHNA project.
- Contribute \$3,000 toward the Maternal Child Health (MCH) Assessment portion of the CHNA.

#### Responsibilities of OCDPH Community Health Services:

Contribute \$3,000 toward the MCH Assessment.

#### Responsibilities of Ottawa County SCAN Council:

• Contribute \$2,000 toward the MCH Assessment.

#### D. TIMELINE

#### The following timeline has some built in flexibility.

Underserved Resident Survey Timeline
Questionnaire draft to CHNA Task Force
Questionnaire finalized
Begin enlisting area agencies/organizations to assist
Programming/testing online version (if applicable)

October 14, 2022 October 28, 2022 October 24, 2022 November 4, 2022

Begin data collection Begin data entry Finish data collection Data cleaning/coding/tabulation/coding Dataset finalized	November 7, 2022 December 12, 2022 August 31, 2023 September 4, 2023 September 18, 2023
Key Stakeholders Interviews Timeline Discussion guide draft to CHNA Task Force Discussion draft finalized Begin recruiting Key Stakeholders Begin interviews Begin transcription of interviews Finish interviews Finish transcription of interviews	November 7, 2022 November 21, 2022 January 9, 2023 January 16, 2023 January 23, 2023 February 13, 2023 February 20, 2023
Key Informants Online Survey Timeline Questionnaire draft to CHNA Task Force Questionnaire finalized Programming/testing of questionnaire Begin data collection Finish data collection Data cleaning/coding/tabulation/coding Dataset finalized	December 16, 2022 January 6, 2023 January 20, 2023 February 3, 2023 March 3, 2023 March 10, 2023 March 24, 2023
Population Health Data Tool Timeline Discuss data tool construction with CHNA Task Force Begin building and populating database Database to CHNA Task Force for approval Database complete	June 5, 2023 June 12, 2023 July 17, 2023 July 24, 2023
BRFS Timeline Questionnaire draft to CHNA Task Force Questionnaire finalized Programming/testing of questionnaire Begin data collection Finish data collection Data cleaning/coding/tabulation/coding Weighting and raking of dataset Final dataset sent to OCDPH	January 6, 2023 February 3, 2023 March 3, 2023 April 3, 2023 July 10, 2023 July 24, 2023 August 7, 2023 August 28, 2023
Final Report Drafts COMPLETE AND FINAL REPORTS	November 6, 2023 November 30, 2023
E. <u>ESTIMATED COSTS</u>	
<ul> <li>2023 Behavioral Risk Factor Survey (N=1200; 112 Q's max)</li> <li>2023 Community Health Needs Assessment</li> <li>2023 Maternal Child Health Assessment</li> <li>Gift cards for Underserved Resident Survey (300 x \$15)</li> <li>2024 Community Health Improvement Plan</li> <li>Printing CHNA &amp; CHIP Infographic Reports</li> </ul>	\$72,000 \$47,300 \$25,000 \$4,500 \$15,000 \$800
EST. TOTAL COST	\$164,600

Adeline Hambley
Health Officer

Ottawa County Department of Public Health

1/18/23 Date

## Service Agreement between Multiple CHNA/CHIP Partners And The Ottawa County Department of Public Health February 2023

SIGNATURE PAGE:		
COUNTY OF OTTAWA		
By:	Date	
By:	Date	

Lynne Doyle Executive Director Community Mental Health of Ottawa County

Brian GagginPresident and CEO Charles Francisco Officer
United Way of Ottawa and Allegan Counties

1-27-2023

Joé Bonello

VP of Nursing/CNO Holland Hospital 1/19/2023

1.19.23

Date

Shelleye Yakli President

Trinity Health Grand Haven

Corewell Health Zeeland Hospital

Signatory page for the 2023 CHNA/CHIP MOU

Paula Schwiteman-Bishop	1/21/2023	
Paula Schuiteman-Bishop	Date	
VP, Healthier Community Operations	300 300 A (100)	

Patrick Cisler

January 19, 2023

Date

Executive Director
Community SPOKE

Dr. Kyle Mayer	
C3B393E7B3A7E5E4F82182512A9E28FD teady sign	01/26/2023
Dr. Kyle Mayer	Date
Superintendent	
Ottawa Area Intermediate School District	

Point	Moerdyke
+ cign	( rootarjike
	0

1/23/2023

Leigh Moerdyke Arbor Circle Ottawa SCAN Council

Date

# ADDENDUM A REPORT REQUIREMENTS AND REPORT TIMELINE FOR OTTAWA COUNTY DEPARTMENT OF PUBLIC HEALTH

#### **Report Requirements**

- Clear description of the community assessed through primary and secondary research activities
- Collaborative/community definition of minority groups for the respective region
- Chronic diseases and primary health needs included in the final report and when possible, stratified by insurance status, income status, and minority population (as defined by the community)
- Health Care Resources: Minimally, Health Resources and Services Administration (HRSA) data on health professionals and facilities in defined community, and community asset mapping results
- Clear documentation on the primary and secondary research activity methods and responses
- Clear documentation of the process and method used to prioritize the significant health needs (defined as the 3-5 final, prioritized needs of the community)
- Clear documentation of the process used for consulting with persons representing the community's interest and documentation of who was involved. Those involved must include:
  - At least one state, local, tribal, or regional governmental public health department (or
    equivalent department or agency), or a State Office of Rural Health described in Section
    338J of the Public Health Services Act, with knowledge, information, or expertise
    relevant to the health needs of the community.
  - Members of medically underserved, low-income, and minority populations in the community served by the hospital facility, or individuals or organizations serving or representing the interests of these populations.

#### **Timeline**

	Due Date			
2022				
Contract Finalized (including research activities, report needs, itemized budget)	January 1, 2023			
2023				
3-5 Significant Health Needs Identified	November 15, 2023			
2024				
CHNA Report March 1, 2024				

#### **Action Request**

Electronic Submission - Contract # 1814



Committee: FINANCE AND ADMINISTRATION

Meeting Date: 2/7/2023

Vendor/3rd Party: PIONEER RESOURCES

Requesting Department: DEPARTMENT OF STRATEGIC IMPACT

Submitted By: PAUL SACHS

Agenda Item: PIONEER RESOURCES TRANSPORTATION CONTRACT

#### Suggested Motion:

To approve and forward to the Board of Commissioners the Specialized Services Public Transportation Subcontract Agreement with Pioneer Resources.

#### **Summary of Request:**

This contract is for a pass-through grant. Ottawa County receives a Michigan Department of Transportation (MDOT) grant which is then paid to our two third-party transportation vendors (Georgetown Senior Center and Pioneer Resouces). The fully executed MDOT Master Agreement and FY2023 Project Authorization are also included in the packet.

Financial Information:			
Total Cost: \$128,139.00	General Fund Cost: \$0.00 Included in Budget: Yes		
If not included in Budget, recommended	ed funding source:		
Action is Related to an Activity V	Vhich Is: Non-Mandated		
Action is Related to all Activity Which is: Non-Mandated  Action is Related to Strategic Plan:			
Goal 2: To Contribute to the Long-Ter	m Economic, Social and Environmental Health	of the County.	
A desiminaturations	//		

Administration:

Recommended by County Administrator: 2/3/2023 10:26:35 AM

Committee/Governing/Advisory Board Approval Date: 2/7/2023

# SPECIALIZED SERVICES PUBLIC TRANSPORTATION SUBCONTRACT AGREEMENT

#### The County of Ottawa and Pioneer Resources

THIS CONTRA	CT is made and entered into the	his 9th	_ day of January	<u>,</u> 2023
by and between th	ne County of Ottawa (hereinaf	ter referre	ed to as the AGENCY	Y), and Pioneer Resources
(hereinafter referr	red to as the SUB RECIPIENT	.).		

#### SECTION 1. DEFINITIONS

As used in this Contract:

**AGENCY** – Means the County of Ottawa which is receiving funds from the MICHIGAN DEPARTMENT OF TRANSPORTATION under the SPECIALIZED SERVICES Program.

**DEPARTMENT** – Means the MICHIGAN DEPARTMENT OF TRANSPORTATION.

**SUB RECIPIENT** – Means PIONEER RESOURCES, which will purchase or provide transit services with funds received under this Contract.

**PROJECT** – Means the funded activities detailed in SECTION 2. PURPOSE.

**SERVICE OPERATIONS** – Means Funding Rate: \$1.20/Mile provided transportation under this Contract, as listed in SECTION 2. PURPOSE.

**STATE** – Means the State of Michigan.

**PRIME CONTRACT** – Means the Project Authorization agreement 2022-0121(P2) between Ottawa County and the Michigan Department of Transportation.

#### **SECTION 2. PURPOSE**

The purpose of this contract is to provide countywide, demand-response public transportation primarily for elderly persons and persons with disabilities excluding service within the existing transit service areas of Grand Haven and Holland.

#### **SECTION 3. THE AGENCY SHALL:**

a. The AGENCY agrees to prepare and furnish to the DEPARTMENT quarterly operating assistance reports via the Public Transportation Management System (PTMS).

- b. Pay to the SUB RECIPIENT, the State funds designated for the relevant transit service within thirty (30) days of receipt from the DEPARTMENT. The AGENCY's maximum payment to the SUB RECIPIENT for transit services is \$128,139 invoiced on a quarterly basis at \$1.20 per mile. The maximum payment to the SUB RECIPIENT in any quarter will be 25% of the \$128,139 FY 2023 total.
- c. Notify the SUB RECIPIENT within seven (7) days of receipt of any written requests for information by the DEPARTMENT, or restrictions required by the DEPARTMENT, concerning the transit service.
- d. Inform the SUB RECIPIENT of any transit services changes, or changes in the State or Federal law or programs known to the AGENCY, which could impact the transit services being provided by the SUB RECIPIENT.

#### **SECTION 4. THE SUB RECIPIENT SHALL:**

- a. Purchase or provide transit services as described in SECTION 2 and as approved for funding by the DEPARTMENT.
- b. Use the DEPARTMENT'S current "Specialized Services Manual" dated November 1, 2019; attached hereto, and made a part hereof, to complete and submit to the AGENCY, the quarterly reports required by the DEPARTMENT within thirty (30) days after the end of each state fiscal year quarter. SUB RECIPIENT shall use the "Operating Report Authorization" form attached hereto, when submitting quarterly reports to the AGENCY. SUB RECIPIENT is responsible for the accuracy of the information reported to the AGENCY.
- c. Establish and maintain books, records, documents, and other accounting records in accordance with generally accepted accounting principles.
- d. Permit the AGENCY or the DEPARTMENT to audit all data and records relating to the transit service financed in part or in whole by the PROJECT, and to inspect all equipment used in part or in whole by the PROJECT. The SUB RECIPIENT shall retain and allow access to all data and records pertaining to this contract until three (3) years after the final payment by the DEPARTMENT.
- e. Inform the AGENCY of any event which may have significant potential impact on the transit service, its control, or cost.
- f. Cooperate with AGENCY, other SUB RECIPIENTS, and other service providers in coordinating transportation services.
- g. Shall carry and maintain, as a minimum, insurance as detailed in Attachment "C" dated December 9, 2016; attached hereto, and made a part hereof, if vehicles are being operated for the purposes of providing transit services funded under this contract.
- h. The SUB RECIPIENT agrees and warrants that it will not allow any encumbrance, lien, security interest, mortgage, or any evidence of indebtness to attach to, or be perfected

- against, any PROJECT equipment until all of its duties, obligations, and responsibilities are satisfied.
- i. The SUB RECIPIENT, in the performance of this agreement, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the State of Michigan, Department of Labor, of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158.

#### **SECTION 5. IT IS FURTHER AGREED THAT:**

- a. Neither the AGENCY nor the SUB RECIPIENT shall alter the transit service described in the AGREEMENT, and as approved for funding by the DEPARTMENT, without the written approval of the DEPARTMENT.
- b. The SUB RECIPIENT agrees to repay any funds overpaid by the AGENCY.
- c. If the DEPARTMENT reduces the payment to the AGENCY, the AGENCY will accordingly reduce the payment to the SUB RECIPIENT.
- d. Funding is contingent upon final execution of the AGENCY's Project Authorization, MDOT Contract number 2022-0121(P2) and final execution of this Subcontract.
- e. This Contract shall be governed by the laws of the State as set forth in the Master Agreement, MDOT Agreement Number 2022-0121. All terms and conditions included in the Master Agreement are incorporated in this Subcontract, and in the event of a conflict, the Master Agreement shall prevail.

#### SECTION 6. COMPONENT PARTS OF THIS CONTRACT

This Contract consists of this agreement and the following component parts, which are incorporated by reference and made part of this Contract even if not attached hereto:

- 1. Attachment A Specialized Services Manual, effective November 1, 2019
- 2. Attachment B Prohibition of Discrimination in State Contracts, dated June, 2011
- 3. Attachment C Insurance Requirements, dated December 9, 2016
- 4. Attachment D Operating Report Authorization

#### **SECTION 7. TERM OF CONTRACT**

This AGREEMENT shall be in effect from the date of OCTOBER 1, 2022 TO SEPTEMBER 30, 2023.

#### **SECTION 8. INDEMNIFICATION**

In addition to any policy of insurance and the protection afforded thereby, the SUB RECIPIENT agrees to indemnify and save harmless the AGENCY, the DEPARTMENT, and the State of Michigan and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the SUB RECIPIENT in connection with the SUB RECIPIENT's performance of the PROJECT, and
- b. From any and all claims for injuries to, or death of, any and all persons, for loss of or damage to property, from environmental damage or degradation, and from attorney fees and related costs arising out of, under, or by reason of this Contract, except claims resulting from the sole negligence or willful acts or omissions of the AGENCY, the DEPARTMENT, or the State of Michigan.

COUNTY OF OTTAWA

The AGENCY shall not be subject to any obligations or liabilities by contractors of the SUB RECIPIENT or their subcontractors or any other person that is not a party to the Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or solicitation thereof.

#### SECTION 9.

Witnesses.

In witness hereof, the parties hereto have caused this contract to be executed.

withesses.	COUNT OF OTTAWA	
	Joe Moss, Chairperson Board of Commissioners	
	By: Justin F, Roebuck, Clerk/Register	
Witnesses:	PIONEER RESOURCES	
	By: Bulling  By: Executive Director	

## ATTACHMENT A



## SPECIALIZED SERVICES MANUAL

## OFFICE OF PASSENGER TRANSPORTATION

EFFECTIVE as of 11/01/19

#### ACRONYMS/DEFINITIONS

Act 51 Act 51 of Public Acts of 1951, as amended.

Annual Application Section 10(e)6-10 of Act 51 requires the department to annually

approve transportation services provided to Elderly persons and persons with disabilities under Section 10(e)(4)(c)(i) of Act 51.

CTF Comprehensive Transportation Fund.

FTA Federal Transit Administration.

OAR Operating Assistance Report

MDOT/OPT Michigan Department of Transportation/Office of Passenger

Transportation.

PTMS Public Transportation Management System.

R&E Manual Local Public Transit Revenue and Expense Manual, promulgated

annually. This manual can be located at:

http://www.michigan.gov/mdotopt. Find the "Resources" box and

click on "Audit/Accounting Information."

Specialized Services

Recipient

Has a project authorization with MDOT/OPT for Specialized

Services funds.

**Specialized Services** 

Subrecipient

Has a third-party contract with a Specialized Services Recipient

for Specialized Services funds.

Unlinked Passenger

Trip

Passengers are counted each time they board vehicles no matter

how many vehicles they use to travel from their origin to their

destination.

#### SPECIALIZED SERVICES PROGRAM

The Specialized Services Program provides operating assistance for transportation services primarily for Elderly persons and persons with disabilities. The service to be provided is based on an annual application approved by OPT. The Specialized Services Recipients and Subrecipients are reimbursed per mile or per one-way unlinked passenger trip up to the contract maximum. The Specialized Services Program is funded with state and local funds, no federal funds.

This Manual identifies Specialized Services data that must be reported quarterly on the PTMS. Quarterly OARs are due 40 days after the end of each quarter. Payment of Specialized Services funds are made upon the receipt and approval of the OAR.

#### ELIGIBILITY REQUIREMENT

Only the service provided in accordance with the annual application approved by OPT is eligible for reimbursement under this program:

- Service that is targeted to all elderly persons and persons with disabilities in the service area.
- Service supported by the local coordinating committee and transit agency in a coordination plan.
- Service that does not duplicate or replace existing services funded from other sources.
- Service within the legal service area with proper authority.

The following are ineligible for reimbursement under this program:

- Funds for capital equipment.
- Service or method of providing service is unidentified.
- Service primarily for delivering "Meals-on-Wheels".
- Service using personal cars (except for volunteer drivers).

#### DIFFERENT TYPES OF SERVICE

Services can generally be classified as being: (1) agency personnel providing service with agency vehicles, (2) volunteer drivers providing service with agency vehicles, and/or (3) volunteer drivers providing service with personal vehicles.

Services utilizing volunteer drivers are eligible for reimbursement if the volunteer driver has:

- A valid driver's license.
- Been licensed for the past five years with no moving violations within the last two years.
- Provided a ride that is not for emergency medical reasons.

If the volunteer driver uses his/her own personal vehicle, the additional volunteer driver requirements are:

- The private car must be in a safe operating condition and owned by the volunteer driver.
- The driver has notified their insurance company that vehicle will be used for this service.

#### REPORTING "AGENCY" VERSUS "VOLUNTEER"

The PTMS has two columns in which to report Specialized Services data. One column is labeled "Agency" and the other column is labeled "Volunteer." Service provided with agency vehicles should be reported in the "Agency" column, whether or not the driver is paid or a volunteer. Only service provided using personal vehicles should be reported in the "Volunteer" column.

#### NONFINANCIAL PTMS CODES

**610 Vehicle Hours,** but not volunteer driver hours for service provided using the driver's personal vehicle. Total hours used to operate the Specialized Services Program (e.g., drivers' time behind the wheel, drivers' time doing pre-trip inspection, drivers' time driving deadhead miles). "Deadhead" is the travel time and mileage before the passenger is picked up and after the passenger is dropped off.

This code is only used by Transit Agencies that: (1) are required to report revenues and expenses in accordance with the R&E Manual, and (2) use Vehicle Hours to allocate costs.

- **611 Vehicle Miles.** Total miles traveled by vehicles for the Specialized Services Program including deadhead miles and miles associated with purchased transportation service.
- **615 Unlinked Passenger Trips Regular**. The number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination. Include all passengers except those described in 616 Elderly, 617 Persons with Disabilities, and 618 Elderly Persons with Disabilities.
- **616 Unlinked Passenger Trips Elderly.** Number of passengers 65 years of age or older who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination. The age limit defining "elderly" may be lower under local option.
- **617 Unlinked Passenger Trips Persons with Disabilities.** Number of passengers not defined as 616 Elderly and who have a physical or mental impairment that substantially limits one or more of the major life activities of the individual who board public transportation vehicles.

Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.

**618 Unlinked Passenger Trips - Elderly Persons with Disabilities.** Number of passengers who meet the definition of both 616 - Elderly and 617 - Persons with Disabilities who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination. Passengers counted here should not be counted under 616 and 617.

**655** Total Demand-Response Vehicles. The number of agency and/or subrecipient owned vehicles purchased with MDOT and/or FTA funds used for the Specialized Services Program. Vehicles operated by other agencies through a purchase-of-service agreement or vehicles funded through other sources should not be included in this count.

Note: The number of vehicles in the PTMS vehicle inventory will not necessarily match the number of vehicles reported in 655 Total Demand-Response Vehicles.

**656 Demand-Response Vehicles with Lifts.** The number of vehicles included in 655 that are equipped with a lift or a ramp.

#### COST ALLOCATION REQUIREMENTS

A cost allocation plan (CAP) methodology may have to be submitted to MDOT/OPT for approval for: (A) agency personnel providing service with agency vehicles, and (B) volunteer drivers providing service with agency vehicles. No CAP methodology needs to be submitted for volunteer drivers providing service with personal vehicles.

For (A) and (B) listed above, you need a CAP methodology if:

- You are a Recipient or Subrecipient of Specialized Services funds <u>and</u> other CTF operating funds (e.g. State Operating Assistance, Job Access/Reverse Commute) and provide service under the Specialized Services program.
  - If the CAP methodology is based on hours, then hours must be reported in 610 Vehicle Hours.
  - If you receive State Operating Assistance, your annual audit should include the revenue and expenses allocated to the Specialized Services Program (this is required in the Audit Guide for Transportation Authorities.
- You are a Recipient of Specialized Services funds and State Operating Assistance funds and don't provide the Specialized transit services – all of the Specialized Services funds are provided to Subrecipients. The CAP methodology must state:
  - (1) whether or not the Specialized Services funds are expensed on your books, and
    - (2) that none of the program funds are used to pay any of your administrative costs.

For (A) and (B) listed above, you do not need a CAP if:

- You are a Recipient or Subrecipient of Specialized Services funds and do not receive any other CTF operating funds (e.g. State Operating Assistance, Job Access/Reverse Commute).
- You are a recipient of State Operating Assistance and you provide service for a Subrecipient of Specialized Services funds.
  - Instead of allocating costs, you must subtract out the revenue received from the Specialized Services Subrecipient as an ineligible expense in code 55004 Other Ineligible State Contracts on your Regular Service OAR (please refer to the R&E Manual).

If you are not sure if you need an OPT approved cost allocation plan, please contact your OPT Project Manager.

#### SEEK ASSISTANCE FROM OPT WHENEVER NECESSARY

If you have any questions, please contact your OPT Project Manager or visit our website at <a href="http://michigan.gov/mdotopt">http://michigan.gov/mdotopt</a>.

# ATTACHMENT B PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

- 1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
- 2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
- 3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
- 5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
- 6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

- 7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
- 8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
- 9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

### EXHIBIT C INSURANCE REQUIREMENTS

All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable insurance (including self-insurances) carried by the STATE. The AGENCY also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

The AGENCY will comply with the following insurance requirements as applicable:

#### 1. Vehicle Insurance

- a. Motor vehicle insurance as required by P.A. 218 of 1956, as amended by P.A. 294 of 1972, the Michigan No-Fault Insurance Law.
  - i. Personal Protection Insurance as required by MCL 500.3101(1).
  - ii. Property Protection Insurance as required by MCL 500.3101(1).
  - iii. Residual Liability Insurance as required by MCL 500.3101(1).
  - iv. Self-insurance may be utilized provided the appropriate coverage, limits, and Secretary of State certification is provided. A One Million Dollar (\$1,000,000) minimum per occurrence limit should be carried.
  - v. The coverage specified above will be in the minimum combined single limit amount of One Million Dollars (\$1,000,000) per occurrence.
- b. Collision coverage as provided in P.A. 218 of 1956, MCL 500.3037 and comprehensive coverage as provided in P.A. 218 of 1956, MCL 500.2102 shall be carried. Both collision coverage and comprehensive coverage will be for the actual cash value of the vehicle. The amount of deductible for collision coverage and comprehensive coverage will be determined by the AGENCY and will be payable by the AGENCY. The AGENCY with prior STATE approval may self-insure the collision and comprehensive coverage.
- c. The coverage specified above will name the AGENCY and the STATE as the insured.
- 2. Facility and/or Equipment Insurance (Non-vehicle) and Bonds
  - a. Insurance During the term of this Agreement, the AGENCY will:

- i. Keep all buildings, improvements, and equipment in, on, or appurtenant to the transportation facility or premises at the commencement of construction and thereafter, including all alterations, building, rebuilding, replacements, changes, additions, and all improvements, insured against loss, and all perils, in an amount not less than ninety percent (90%) of the full replacement value. The AGENCY will be responsible for the payment of any deductible. The AGENCY will maintain an annual inventory of all equipment purchased under this Agreement with current dollar values.
- ii. Provide Commercial General Liability Insurance covering all operations by or on behalf of the AGENCY against claims for personal injury (including bodily injury and death) and property damage in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) general aggregate.

#### b. Bonds

The AGENCY will require the successful bidder to procure and deliver to the AGENCY a Performance Bond and a Lien Bond each in an amount equal to the Agreement price, underwritten by a surety licensed to do business in Michigan, naming the AGENCY as the obligee. Such bonds will be delivered to the AGENCY prior to any construction work being performed.

## ATTACHMENT D

# Ottawa County Planning and Grants Department FY 2020 Specialized Services Grant

## **Pioneer Services Quarterly Operating Report**

## Quarter 4

July 1 - September 30

Passenger Type	RIDES	
Elderly with Disabilities	1,654	
Person with Disabilities	188	
TOTAL RIDES	1,842	
Total Vehicle Miles	19,614	

NOTE: By placing your signature on this document, you hereby authorize the figures to be valid and accurate.

Tina Hawley, Transportation Director

Date

Date: September 15, 2022

Agreement No.: 2022-0121

Authorization No.: P2

Job No.: 217086NI

# PROJECT AUTHORIZATION OTTAWA COUNTY BOARD OF COMMISSIONERS FY 2023 SPECIALIZED SERVICES OPERATING ASSISTANCE PROGRAM

This information is required by the Michigan Department of Transportation (MDOT) in order to record agreement of utilization of funds. The funds shall be used by the AGENCY in accordance with the above referenced Master Agreement.

Authorization Effective Date: October 1, 2022 Authorization Expiration Date: September 30, 2023

The AGENCY shall enter into contracts with all parties listed in this PROJECT AUTHORIZATION. An executed copy of these third party contracts must be submitted to MDOT.

In accordance with Section 10 of the Agreement, the dollar amount for third party contracts as identified in COMMISSION policy is \$100,000. All agencies that are not self certified must submit third party contracts over \$100,000 to MDOT for approval before payments will be processed. Please refer to Section 10 of the Agreement for competitive bidding requirements.

Payments will be based upon all eligible expenses and will be paid each quarter contingent upon receipt of any outstanding reports from the previous quarter as required.

The AGENCY agrees to prepare and furnish to MDOT quarterly operating assistance reports via the Public Transportation Management System (PTMS). Said reports are due within forty (40) days after the end of each fiscal year quarter. Instructions for preparing the report are available in the "Specialized Services Manual." The manual is available on the web at <a href="https://www.michigan.gov/mdotptd">www.michigan.gov/mdotptd</a> by locating the resources box on the home page and opening the item listed "Audit/Accounting Information."

Line <u>No.</u>	Agency/Subrecipient	Activity <u>Code</u>	Funding <u>Rate</u>	Maximum <u>Funding</u>
1	Georgetown Seniors	898	\$4.07/passenger	\$ 56,326
2	Pioneer Resources	898	\$1.20/mile	128,139
	Total			\$184,465

Ottawa County BOC Agreement No.: 2022-0121

Authorization No.: P2

Job No.: 217086NI Page: 2 of 2

**Funding source:** 

2023/65150/1120 \$184,465 (S) PRF No.: 2023-124

#### OTTAWA COUNTY BOARD OF COMMISSIONERS

Users, Joe Moss Moss

Digitally signed by Users, Joe

Date: 2023.01.23 12:50:11 -05'00'

Signature

Digitally signed by Users, Justin

Users, Justin Roebuck Roebuck

Date: 2023.01.20 12:22:51 -05'00'

Signature

#### MICHIGAN DEPARTMENT OF TRANSPORTATION

Jean Ruestman DN: CN = Jean Ruestman email = The State of Michigan (2023.01.25 20:06:44 -05:00)

Digitally signed by: Jean Ruestman

Title: Department Director Michigan Department of Transportation

AWARD DATE

Jan. 25, 2023

Michigan Department of Transportation

#### MICHIGAN DEPARTMENT OF TRANSPORTATION

#### OTTAWA COUNTY BOARD OF COMMISSIONERS

#### **MASTER AGREEMENT FOR**

#### PUBLIC TRANSPORTATION PROJECTS

This Agreement is made and entered into between the Michigan Department of Transportation (MDOT) and Ottawa County Board of Commissioners (AGENCY).

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Exhibit A	-	Insurance Requirements
LAMORTA	-	modifice requirements

Appendix A - Prohibition of Discrimination in State Contracts

Appendix B - Title VI Assurance

Appendix C - Assurances That Recipients and Contractors Must Make

#### 1. **DEFINITIONS**

AWARD - Means the FEDERAL grant money and/or State grant money paid by MDOT through the PROJECT AUTHORIZATION.

COMMISSION - Means the Michigan State Transportation Commission.

COORDINATING - Means a group of local human services agencies representing Specialized Services interests.

COST/EXPENSE - Means the amount to be paid through the PROJECT AUTHORIZATION. The term "cost" implies a one-time event such as a purchase, while the term "expense" implies ongoing payments such as salaries and wages, fuel, utilities, etc. This Agreement covers both capital purchases and operating programs and attempts to use the terms within their definitions.

DIRECT RECIPIENT - N

Means an agency that receives FEDERAL funds directly.

**FEDERAL** 

- Means the United States Department of Transportation, Federal Transit Administration (FTA) and/or Federal Highway Administration (FHWA).

FEDERAL AWARD

- Means the FEDERAL grant money paid by the federal government directly to the AGENCY.

FORMULA RECIPIENT - Means a recipient of funds pursuant to Section 10e(4) of Public Act 51 of 1951, as amended.

LOCAL OR REGIONAL ALLOCATION COMMITTEE  Means a group of metropolitan planning agencies, local road commissions, transit agencies, cities, and/or villages, as required, that allocates funds among eligible entities.

**PART 200** 

 Means the Code of Federal Regulations Title 2 – Grants and Agreements, Subtitle B, Chapter XII, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which applies to DIRECT RECIPIENTS.

**PART 1201** 

Means the Code of Federal Regulations Title 2 – Grants and Agreements, Subtitle B, Chapter XII, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, by which the United States Department of Transportation adopts PART 200 with other provisions.

**PROJECT** 

 Means a funded activity that is budgeted and managed as a separate entity. If a PROJECT uses FEDERAL funds, the activities and content of the PROJECT will be in accordance with the terms of the corresponding FEDERAL grant.

PROJECT AUTHORIZATION  Means the written document(s), which may be in electronic or paper form, by which a specific PROJECT is to be carried out by the AGENCY under the terms of this Agreement, as defined and initiated by MDOT.

**SUBRECIPIENT** 

 Means an agency that receives FEDERAL funds from MDOT.

#### 2. PURPOSE

The purpose of this Agreement is to make FEDERAL and/or state grant funds available to the AGENCY for the costs of eligible PROJECTS that promote or benefit public transportation. This Agreement sets forth the terms and conditions for any and all PROJECT AUTHORIZATIONS issued hereunder. Award of this Agreement will not in any manner provide for or imply any agreement on the part of MDOT to issue any PROJECT AUTHORIZATION(S) to the AGENCY.

For each PROJECT AUTHORIZATION that contains FEDERAL funds, the AGENCY must follow the guidelines and regulations of the respective FEDERAL agency and program, which may include the <u>FTA Certifications and Assurances</u> and/or the <u>FTA Master Agreement</u>, which are updated annually, as applicable.

#### 3. ANNUAL APPLICATION

The AGENCY must have an approved application for PROJECTS to be selected for funding. Please see the Annual Application instructions.

#### 4. CONFLICT OF INTEREST

The AGENCY must disclose any potential conflict of interest in it receiving financial assistance through a PROJECT AUTHORIZATION to MDOT in writing. If the potential conflict of interest is with a FEDERAL AWARD, the AGENCY must submit the written disclosure to the applicable FEDERAL agency.

#### 5. PROJECT FUNDING

The maximum cost of any PROJECT will be the amount indicated in the PROJECT AUTHORIZATION. MDOT funds for PROJECT AUTHORIZATIONS are made available through legislative appropriations and are based on projected revenue estimates. MDOT may reduce the amount of any PROJECT AUTHORIZATION or terminate any PROJECT AUTHORIZATION if the revenue actually received is insufficient to support the appropriation under which the PROJECT AUTHORIZATION is issued. The AGENCY will be responsible for all costs in excess of the funds shown in any PROJECT AUTHORIZATION.

If the FEDERAL funds received are less than the amount shown in any PROJECT AUTHORIZATION, the MDOT funds will be adjusted to maintain the same ratio shown in the PROJECT AUTHORIZATION. In no case will the MDOT share increase in ratio or in dollar amount without a revision to the PROJECT AUTHORIZATION.

In any case in which a PROJECT AUTHORIZATION contains state funds that match FEDERAL funds, funding of the PROJECT AUTHORIZATION is contingent upon the award of the matching FEDERAL grant. When MDOT is the recipient of the FEDERAL grant, PROJECT AUTHORIZATION funding is contingent upon the award of the grant between MDOT and the FEDERAL agency. When the AGENCY is the recipient of the FEDERAL grant, the PROJECT AUTHORIZATION funding is contingent upon award of the FEDERAL grant between the AGENCY and the FEDERAL agency. MDOT and the AGENCY must comply with the provisions established by the FEDERAL matching grant as they affect this Agreement and each PROJECT AUTHORIZATION, the FEDERAL grant being incorporated herein by reference. When the FEDERAL grant is administered by the AGENCY, special provisions apply as indicated in the PROJECT AUTHORIZATION. The AGENCY must comply with the appropriate fiscal year Contract Clauses Certification referenced in the PROJECT AUTHORIZATION. In addition, the AGENCY must comply with any applicable Department of Labor Certification of Transit Employee Protective Arrangements requirements as issued by the U.S. Department of Labor.

For agencies that receive FEDERAL funds from MDOT, MDOT may withhold FEDERAL funds or require the return of project equipment for failure to meet FEDERAL requirements in the FEDERAL grant and/or MDOT requirements.

#### 6. ELIGIBLE PROJECT COSTS

The AGENCY agrees that the costs reported to MDOT for each PROJECT AUTHORIZATION will represent only those items that are properly chargeable in accordance with this Agreement. The AGENCY also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

#### **DIRECT RECIPIENTS:**

PART 200 governs the grant administration, cost principles, and audit requirements for FEDERAL AWARDS. Application of PART 200 is not automatic. Individual agency regulations and the terms and conditions of individual federal awards determine if and how PART 200 affects a specific award. It is the AGENCY's responsibility to determine PART 200's applicability and to notify MDOT in writing of that determination.

#### SUBRECIPIENTS:

PROJECT AUTHORIZATIONS that reimburse operating expenses must comply with the Local Public Transit Revenue and Expense Manual except for PROJECT AUTHORIZATIONS under the Specialized Services Program. (Please see Section 21.) PROJECT AUTHORIZATIONS that reimburse capital expenses must comply with the terms of this Agreement and MDOT's purchasing/procurement requirements.

Travel costs must be in accordance with and not to exceed the amounts set forth in the current <u>State of Michigan Standardized Travel Regulations</u>.

Insurance proceeds received for all losses, after deductibles are met, will be used for replacement/repair before state and/or FEDERAL funds are used.

If the AGENCY receives state and/or FEDERAL operating funds for more than one PROJECT, a narrative cost allocation methodology is required and must be submitted to MDOT for approval.

#### 7. BUDGET ADJUSTMENTS, REVISIONS, AND AMENDMENTS

Expenditures that are not consistent with PROJECT AUTHORIZATIONS will not be considered eligible PROJECT costs unless written approval has been requested by the AGENCY and granted by MDOT in accordance with this section.

Budget adjustments to a PROJECT AUTHORIZATION are required to change an existing line item. Such changes may include additions or deletions to the quantities and/or description in a specific line item if it is determined that each change is justified to fulfill the purpose of the PROJECT AUTHORIZATION. Upon receipt of a written request to make changes that require a budget adjustment, MDOT must respond to the AGENCY providing written approval or disapproval of the budget adjustment or requesting further information.

Revisions to a PROJECT AUTHORIZATION are required if the proposed change would add a new line item, change the PROJECT AUTHORIZATION amount, change the state, FEDERAL, or local amounts, significantly change the scope, or extend the term of the PROJECT AUTHORIZATION. The PROJECT AUTHORIZATION must be revised to make the change before the expenditure will be deemed an eligible PROJECT cost. Requests to make changes that require a revision to the PROJECT AUTHORIZATION will be processed in a timely manner, as circumstances permit. Upon receipt of a written request to make changes that require revision(s) and, if applicable, receipt of written approval from the LOCAL OR REGIONAL ALLOCATION COMMITTEE, MDOT must respond to the AGENCY, providing written approval or disapproval of the revision or requesting further information.

Amendments to this Agreement are required for any change in the scope or terms of this Agreement and will be by award of a written amendment to this Agreement by the parties.

The AGENCY agrees to notify MDOT in writing of any significant event on a timely basis. A significant event is an event that may have significant potential impact on PROJECT progress, direction, control, or cost.

(Please see Section 21 for additional requirements for the Specialized Services Program.)

#### 8. TIMELY EXPENITURE OF FUNDS

Beginning with PROJECT AUTHORIZATIONS awarded after September 30, 2021, sufficient progress toward the obligation of funds must be made within twelve (12) months of receiving an awarded PROJECT AUTHORIZATION or MDOT may cancel the PROJECT AUTHORIZATION and the AGENCY will no longer have access to the funds. Sufficient progress may be documented by placing an order, issuing a solicitation, having a third-party contract awarded, or taking other documentable action to utilize the funds.

The AGENCY may request to extend the term of a PROJECT AUTHORIZATION. Extension requests must be submitted in writing at least six (6) months prior to expiration of the PROJECT AUTHORIZATION and must include justification for the extension and a timeline for completion of the remaining PROJECTS. If MDOT agrees with the justification and timeline, an extension will be granted that maintains the full state match. If the request is not timely or the justification is not acceptable to MDOT, MDOT may choose to offer a one-year extension of the PROJECT AUTHORIZATION replacing one-third of the state match with local funds or may choose to cancel the PROJECT AUTHORIZATION.

For agencies purchasing vehicle(s) through a vehicle contract procured by MDOT, if there is an increase in the contract price, the needed additional funds will not be provided by MDOT unless the vehicle was ordered within six (6) months of the PROJECT AUTHORIZATION being awarded or unless there was an increase in the contract amount within six (6) months of the PROJECT AUTHORIZATION being awarded.

#### 9. COMPETITIVE PROCUREMENT

Project-Related Procurement: If the AGENCY receives FEDERAL funding through MDOT for the procurement, the AGENCY will comply with current <u>Procurement Guidelines for Grantees Receiving Federal Transit Funds via MDOT.</u>

Vehicle-Related Procurement: The AGENCY will submit to MDOT all required procurement documents listed in the <u>Guidelines for Local Vehicle Procurement on State Administered Grants</u> for review and approval by MDOT for solicitations over the amount identified in COMMISSION policy.

If the AGENCY purchases vehicles through the State Vehicle Purchasing Program, the AGENCY is exempt from the contract approval process described in Section 10. When purchasing vehicles from the State Vehicle Purchasing Program, the AGENCY must follow the procedures outlined in the current <u>Guidelines for State Vehicle Purchasing Program</u>.

#### 10. THIRD-PARTY CONTRACT PROCEDURES

If the AGENCY is not certified in accordance with COMMISSION policy or receives FEDERAL funding through MDOT for the procurement, the AGENCY will submit to MDOT for approval all contracts, including amendments, between the AGENCY and a party other than MDOT that relate to this Agreement that are estimated to be in excess of the dollar amount for third-party contracts identified in COMMISSION policy prior to said contracts being signed by the AGENCY. All third-party contracts must contain language that incorporates by reference all terms and conditions contained in this Master Agreement. The AGENCY will not enter into multiple contracts of lesser amounts for the purpose of avoiding such approval process.

MDOT approval does not constitute an assumption of liability, a waiver, or an estoppel to enforce any of the requirements of this Agreement, nor will any such approvals by MDOT be construed as warranties of the third party's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity.

#### 11. PROMPT PAYMENT

The AGENCY agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the AGENCY receives from MDOT. The AGENCY further agrees to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement from these time frames may occur only upon receipt of written approval from MDOT. This requirement is also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

#### 12. PROCUREMENT OF RECOVERED MATERIALS

Any agency of a political subdivision of the State of Michigan and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds Ten Thousand Dollars (\$10,000.00) or the value of the quantity acquired during the preceding fiscal year exceeded Ten Thousand Dollars (\$10,000.00); procuring solid waste management services in a manner that maximizes energy and

resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### 13. PROCUREMENT OF VEHICLES BY AGENCY

The AGENCY will purchase revenue vehicles as shown in each PROJECT AUTHORIZATION through its own local purchase process or through the State Vehicle Purchasing Program. If the AGENCY purchases vehicles through the State Vehicle Purchasing Program, the AGENCY is exempt from the contract approval process described in Section 10. When purchasing vehicles from the State Vehicle Purchasing Program, the AGENCY must follow the procedures outlined in the current <u>Guidelines for State Vehicle Purchasing Program</u>. When purchasing vehicles under the local purchase process, the AGENCY must follow the procedures outlined in the current <u>Guidelines for Local Vehicle Purchase on State Administered Grants</u> and is not exempt from the procedures set forth in Section 10.

For procurement of demand response vehicles, the AGENCY must have an approved vehicle accessibility plan in accordance with 1951 Public Act (PA) 51, Section 10e (18), as amended, in addition to meeting the equivalent level of service required by the Americans with Disabilities Act (ADA), United States Department of Transportation (US DOT) Final Rule, 49 CFR Parts 27, 37, and 38.

#### 14. INSPECTION OF PROJECT EQUIPMENT AND RECORDS

The AGENCY will permit MDOT, the Comptroller General of the United States, and the Secretary of the US DOT or their authorized representatives, agents, or employees to audit, review, and inspect all equipment purchased as part of the PROJECT, all transportation services rendered by the AGENCY by the use of such equipment, and all relevant PROJECT records. Any approvals, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals are a governmental function incidental to the PROJECT under this Agreement. Such inspection does not relieve the AGENCY of its obligations hereunder, nor is such inspection to be construed as a warranty of the propriety of the equipment, services, or records. The AGENCY will also permit the above referenced persons to audit the books, records, and accounts of the AGENCY pertaining to the PROJECT. Records must be kept for three (3) years after disposal of PROJECT equipment.

#### 15. USE AND DISPOSITION OF FACILITY/PROJECT EQUIPMENT

The AGENCY agrees that the facility/PROJECT equipment will be used for the provision of public transportation service for the duration of its useful life and, if funded with FEDERAL and MDOT funds, will be used in accordance with FEDERAL

procedures as set forth in 49 CFR Part 18. If, during the period of its useful life, any facility/PROJECT equipment is not used in said manner or is withdrawn from public transportation service, the AGENCY will immediately notify MDOT in writing. If FTA-funded real property is no longer needed for any transit purpose, the AGENCY is required to prepare or update an excess real property utilization plan. The plan should identify and explain the reason for the excess property and plans to use or dispose of the excess property. If land was donated by an agency for a facility project and the facility becomes excess property, the land is considered part of the excess property included in the utilization plan. Unless the FTA and the AGENCY agree otherwise, the excess real property inventory and updated excess property utilization plan should be retained by the AGENCY and made available upon request and during an FTA review.

During the period of this Agreement, the AGENCY will maintain the facility/PROJECT equipment for the period of the useful life of such equipment. Maintenance will conform to the manufacturer's recommendations as to service and service intervals for such equipment. In addition, the AGENCY is required to submit a vehicle maintenance plan or plan revision, as directed by MDOT, for review and approval by MDOT. This vehicle maintenance plan, at a minimum, will include all of the components listed in MDOT's current Preventive Maintenance Manual. If the AGENCY revises its vehicle maintenance plan, said plan will be submitted for review and approval by MDOT. The AGENCY will maintain supporting records documenting such maintenance. Representatives of MDOT will have the right to conduct periodic inspection for the purpose of confirming proper maintenance pursuant to this section. Such inspection by MDOT does not relieve the AGENCY of its obligations hereunder, nor is such inspection by MDOT to be construed as a warranty as to the sufficiency of the maintenance but is undertaken for the sole use and information of MDOT. MDOT may withhold funds from the AGENCY for failure to maintain PROJECT equipment pursuant to this section until such time as the AGENCY meets the proper maintenance requirements as determined by MDOT.

Facility/PROJECT equipment purchased under this Agreement may, at the discretion of MDOT, be incorporated into a new or consolidated public transportation service at the time such service is implemented.

At such time as the PROJECT equipment has exceeded its useful life, the AGENCY, with prior notification to MDOT, will dispose of said equipment in accordance with MDOT and/or FEDERAL procedures. All proceeds from the disposal of PROJECT equipment will remain with the AGENCY and will be used to support the provision of public transportation services.

Agencies that receive FEDERAL funding through MDOT agree to give MDOT a security interest in any PROJECT equipment purchased pursuant to the terms of this Agreement. MDOT will retain a security interest in the PROJECT equipment until the terms of this section have been met.

The AGENCY agrees and warrants that it will not allow any encumbrance, lien, security interest, mortgage, or any evidence of indebtedness to attach to or be perfected against any PROJECT equipment until all of its duties, obligations, and responsibilities are satisfied as required herein.

The incidental use of FEDERAL/state-funded equipment or facilities for non-public transportation use cannot interfere with or detract from the provision of the public transportation service for which the equipment and/or facilities were intended or shorten the useful life of the equipment or facilities. The costs of any incidental use are ineligible for state or FEDERAL operating assistance and may require a state-approved cost allocation plan.

(Please see Section 22 for additional requirements for the Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program.)

#### 16. INSURANCE

The AGENCY will carry and maintain for the life of the PROJECT equipment, as a minimum, insurance or self-insurance as set forth in Exhibit A, dated December 9, 2016, attached hereto and made a part hereof. Insurance payment for loss or damage will be made to MDOT. The AGENCY will also provide and maintain public liability and property damage insurance, insuring as they may appear the interests of all parties to this Agreement against any and all claims that may arise out of the AGENCY's operation hereunder, as set forth in Exhibit A.

Agencies receiving operating funds will provide Workers' Compensation Insurance as required by law.

#### 17. INDEMNIFICATION

The AGENCY agrees to indemnify and save harmless the State of Michigan, the COMMISSION, MDOT, and/or the FEDERAL agency and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the AGENCY in connection with this Agreement; and
- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, and response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of this Agreement, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to the Agreement without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the AGENCY will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Agreement that results in claims being asserted against or judgments being imposed against the State of Michigan, the COMMISSION, MDOT, and/or the FEDERAL agency.

In the event that the same occurs, it will be considered as a breach of this Agreement, thereby giving the State of Michigan, the COMMISSION, MDOT, and/or the FEDERAL agency a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

#### 18. BILLINGS AND PAYMENTS FOR CAPITAL PROGRAMS

The AGENCY may make requests for payment of allowable PROJECT costs for capital programs. In order for the AGENCY to receive payments from MDOT, the following conditions must be met:

a. The AGENCY must submit requests for payments on applicable forms via ProjectWise, the electronic payment and data storage system utilized by the Office of Passenger Transportation. Payment forms must be complete and must include the agreement and PROJECT AUTHORIZATION numbers, the payment request number, identification of the payment as a partial payment or a final payment, the amount to be reimbursed, and, if applicable, the third-party contract number. If the request is for reimbursement for (a) replacement vehicle(s), the AGENCY will include the identification number(s) of the vehicle(s) to be replaced on the request form.

The AGENCY will submit a budget summary showing PROJECT costs to date and current billings against individual budget items as shown in the PROJECT AUTHORIZATION.

- i. Agencies receiving FEDERAL funds administered by MDOT will submit required supporting documentation for each billing as set forth in the current <u>Procurement Guidelines for Grantees Receiving Federal Transit Funds via MDOT.</u>
- ii. Prior to requesting reimbursement, the AGENCY may be required to enter data into its vehicle, equipment, and/or facility inventories in the Public Transportation Management System (PTMS). The AGENCY must enter the following information into PTMS:

- (a) the required information for revenue vehicles into the vehicle inventory;
- (b) equipment procurements of Five Thousand Dollars (\$5,000.00) or more into the equipment inventory if MDOT-administered FEDERAL funds were used for the purchase;
- (c) new facilities into the facility inventory;
- (d) facility improvements of Five Thousand Dollars (\$5,000.00) or more into the facility inventory if MDOT-administered FEDERAL funds were used in the projects.
- iii. When requesting reimbursements for vehicles purchased under the local purchasing process, the AGENCY must follow the procedures outlined in the current <u>Guidelines for Local Vehicle Purchase on State Administered Grants.</u>
- iv. When requesting reimbursements for vehicles purchased under the State of Michigan's Vehicle Purchasing Program, the AGENCY must follow the procedures outlined in the current <u>Guidelines for State Vehicle Purchasing Programs</u>.
- v. MDOT reserves the right to verify progress of work and/or delivery of products to the AGENCY by visual inspection.
- vi. When requesting reimbursements for vehicles under a lease/purchase agreement, the AGENCY will submit a copy of the lease/purchase agreement with the first payment request.
- b. Within ninety (90) days after costs have been incurred or an invoice received, the AGENCY will submit to MDOT a billing to be charged against the PROJECT AUTHORIZATION. Upon written request by the AGENCY to MDOT within the ninety (90) day period, which request will include documentation of the circumstances that prevent timely submission of all billings, MDOT may, in writing, extend the ninety (90) day period to a date certain. If the AGENCY fails to provide all billings and supporting documentation ninety (90) days after costs were incurred or an invoice received or before or upon the extended date certain established by MDOT, MDOT may elect not to accept any further billings, regardless of whether or not the costs are otherwise allowable under the Agreement.
- c. Expenses paid under a PROJECT AUTHORIZATION cannot be included in expenses to be reimbursed under the 51 PA 1951 Section 10e(4) Local Bus Operating Assistance Program. If MDOT determines that the same expense is presented as being eligible for payment under a PROJECT AUTHORIZATION

and presented as being eligible for Local Bus Operating Assistance Program reimbursement, the expense could be disallowed under both.

Funds administered by MDOT as specified in the PROJECT AUTHORIZATION(S) will be payable by MDOT to the AGENCY.

## 19. BILLINGS, PAYMENTS, AND QUARTERLY REPORTS FOR OPERATING PROGRAMS

The AGENCY may make requests for payment of eligible PROJECT costs for operating programs. In order for the AGENCY to receive payments from MDOT, the following conditions must be met:

- a. The AGENCY must generate a quarterly operating assistance report in PTMS.
- b. One-quarter (1/4) of the funds to be provided by the State of Michigan and/or State of Michigan administered FEDERAL funds may be advanced to the AGENCY when the following conditions are met:
  - i. MDOT award of this Agreement.
  - ii. Award of the FEDERAL revenue grant, if applicable.
  - iii. MDOT award of the PROJECT AUTHORIZATION.
  - iv. MDOT approval and receipt of executed third-party contracts, if applicable.
  - v. MDOT receipt of reports due from the previous fiscal year.
- c. Up to one-quarter (1/4) of the funds provided by the State of Michigan and/or State of Michigan administered FEDERAL funds set forth in the PROJECT AUTHORIZATION will be payable at the end of each quarter contingent upon the receipt of any outstanding reports from the previous quarter as required by this Agreement.
- d. Expenses paid under a PROJECT AUTHORIZATION cannot be included in expenses to be reimbursed under the 51 PA 1951 Section 10e(4) Local Bus Operating Assistance Program. If MDOT determines that the same expense is presented as being eligible for payment under a PROJECT AUTHORIZATION and presented as being eligible for Local Bus Operating Assistance Program reimbursement, the expense could be disallowed under both.

The AGENCY is responsible for the accuracy of the financial and non-financial data and reports submitted for reimbursement.

(Please see Section 20 for additional requirements for the Section 5311 Rural Area Formula Operating Program.)

#### 20. THE SECTION 5311 RURAL AREA FORMULA OPERATING PROGRAM

- a. The AGENCY's initial award amount in a PROJECT AUTHORIZATION is based on a predetermined reimbursement percentage times total eligible expenses reported in the AGENCY's approved annual application.
- b. Revenues, expenses, eligible expenses, and nonfinancial data is reported on a quarterly basis in accordance with the Local Public Transit Revenue and Expenses Manual.
- c. Forty (40) days after the end of each quarter, the AGENCY will submit a quarterly operating assistance report in PTMS.
- d. Payments are capped at one-quarter (1/4) of the amount of the initial award. MDOT may reduce a payment if a quarterly report indicates that the level of service is lower than originally budgeted. No payments will be made until MDOT is authorized to disburse the FEDERAL funds. Any unpaid amounts will be paid immediately upon authorization.
- e. The Section 5311 Program is required to be audited annually in accordance with the Audit Guide. Failure to comply with the audit requirement will result in a determination that the AGENCY has Zero Dollars (\$0.00) total eligible expenses.
- f. The AGENCY must review its annual Certified Public Accountant (CPA) audit as required by Section 29 Responsibility to Review the Annual CPA Audit.
- g. MDOT reviews the audited eligible expenses for compliance with this Agreement, the R&E Manual, and the Audit Guide. Upon completion of the MDOT review, the AGENCY will be notified of any adjustments made to eligible expenses as reported in the CPA audit, the final calculation of Section 5311 funds determination, and the amount MDOT owes the AGENCY or the amount the AGENCY owes MDOT. The AGENCY will have twenty-one (21) days to either concur or disagree with MDOT's final calculation.

If the AGENCY disagrees with MDOT's final determination, the AGENCY will have an additional twenty-one (21) days to clearly explain the nature and basis for any disagreement and provide any supporting documentation necessary to resolve any disagreements. The AGENCY agrees that failure to submit a response within the forty-two (42) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned expense.

If MDOT finds that the predetermined reimbursement percentage times the audited eligible expenses exceeds the amount of FEDERAL funds available, and sufficient FEDERAL operating funds are not available in the next fiscal year to offset the shortage, a new percentage will be calculated. This new percentage will be calculated by dividing the total FEDERAL funds available for that period and purpose by the total of the audited eligible expenses of all the participating agencies. Any agency that has already received payments in a total amount that exceeds the new percentage of its actual eligible costs calculated pursuant to this paragraph will repay the excess to MDOT. If, within forty-two (42) days after written notification of the overpayment is sent to the AGENCY, arrangements to refund said monies have not been made, MDOT may withhold monies from any present or future contracts and/or from distributions to be made to the AGENCY pursuant to statute and may pursue any other available remedy to recover the overpayment. The AGENCY will be responsible for all costs in excess of the FEDERAL and MDOT funding.

#### 21. THE SPECIALIZED SERVICES PROGRAM

#### a. Budget Adjustments

In order to adjust funds from one recipient to another, the recipients listed in the PROJECT AUTHORIZATION must make the request in writing, and the AGENCY and the COORDINATING COMMITTEE must agree upon the request.

## b. Wi Reimbursements epartment of Transportation

Actual reimbursement will be based on an hourly rate or the rate for a one-way passenger trip up to the maximum amount provided in the PROJECT AUTHORIZATION.

#### c. Third-Party Contract Procedures

If no FEDERAL funds are used, then the AGENCY is exempt from the competitive bidding requirements outlined in Section 9 if the recipients listed in the PROJECT AUTHORIZATION are identified in the AGENCY's application to MDOT and are nonprofit corporations organized under the Nonprofit Corporation Act, Act 162 of the Public Acts of 1982, and eligible authorities and eligible governmental agencies as defined in Act 51 of the Public Acts of 1951, as amended. Services provided by for-profit organizations are subject to competitive bidding requirements.

#### d. Accounting Records and Documentation

- i. The AGENCY will ensure that records are established and maintained to support the number of hours incurred providing service, the number of passengers carried, and the number of miles traveled.
- ii. Agencies and subrecipients will use the current <u>Specialized Services</u> Manual.

# 22. THE SECTION 5310 ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM

#### a. Use and Disposition of Facility/Project Equipment

In addition to the requirements in Section 15, the AGENCY agrees that the facility/PROJECT equipment will be used for the provision of public transportation service primarily for the elderly and persons with disabilities for the duration of its useful life and in accordance with the provision approved in the annual application and this Agreement.

#### b. Lease of Project Equipment

The AGENCY may lease the PROJECT equipment to any other agency with the prior written approval of MDOT. The AGENCY will maintain or require the lessee to maintain the insurance provisions of Section 16 above. Any such lease will contain all applicable provisions of this Agreement.

## 23. REPORTING REQUIREMENTS

#### a. Milestone Reports

The AGENCY will prepare and submit to MDOT milestone reports ten (10) days after the end of each quarter in PTMS. Upon completion of the PROJECT deliverables, the AGENCY must submit to MDOT prior to the final PROJECT payment a comprehensive summary close-out report on the results of the PROJECT, the conclusions reached, and the methods used.

#### b. Final Reports

The final close-out report must be submitted in the following Americans with Disabilities Act (ADA) compliant format:

- Use Arial font 11 or 12 point.
- Left justified.
- Underlining should be reserved for Uniform Resource Locators (URLs).
- Minimize use of bold or italics with text.
- Refrain from using all caps or highlighting text.

- If using text boxes, tables, and/or graphics, use descriptions the Optical Character Recognition (OCR) reader will recognize.
- No scanned documents.

#### c. Management Information System Reporting

Management Information System (MIS) Reports must be in the status of signed, pending grantee review by the date indicated on the letter from MDOT. If the report is not submitted by the requested date, all FEDERAL funding will be placed on hold. If the report is not completed by the FTA final deadline date (March 15<sup>th</sup>), all current funding will be withheld, and future funding may be denied.

#### d. Section 5310 Performance Measures

All Section 5310 performance measure reports must be completed and submitted by the deadline. If the report is not submitted by the requested date, all FEDERAL funding will be placed on hold. If the report is not completed by the FTA final deadline date (October 30<sup>th</sup>), all current funding will be withheld, and future funding may be denied.

#### 24. COMPLIANCE REVIEWS

If the AGENCY fails to respond to letters of finding within forty-five (45) days, twenty-five percent (25%) of local bus operating funds will be withheld, current PROJECT AUTHORIZATIONS will be suspended, and/or future funding may be denied. These measures will remain in effect until a satisfactory corrective action plan or requested documentation has been received and approved by MDOT. Once approval has been given, notification will be sent that withholding measures have been stopped and withheld funds will be released to the AGENCY.

# 25. ACCOUNTING RECORDS, INTERNAL CONTROLS, AND RECORD RETENTION

With regard to audits and record-keeping:

- a. The AGENCY will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Agreement and/or any PROJECT AUTHORIZATION (RECORDS). Separate accounts will be established and maintained for all costs incurred for each PROJECT AUTHORIZATION under this Agreement.
- b. The AGENCY will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Agreement and any PROJECT

AUTHORIZATION. In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement or any PROJECT AUTHORIZATION, the AGENCY will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

Agencies that are FORMULA RECIPIENTS will maintain the RECORDS for at least three (3) years from the date of final payment made by MDOT under this Agreement and any PROJECT AUTHORIZATION <u>and</u> until notified that the Local Bus Operating Assistance Program for the year of the RECORDS has been closed out.

- c. Agencies that are FORMULA RECIPIENTS will implement internal controls to identify and keep separate expenses incurred under PROJECT AUTHORIZATIONS from expenses incurred for 51 PA 1951 Section 10e(4) reimbursement.
- d. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
- e. If any part of the work is subcontracted, the AGENCY will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.

#### 26. FISCAL YEAR-END ACCOUNTING COMPLIANCE

Agencies must follow year-end accounting procedures in accordance with directions and guidance provided by MDOT for any AWARD. This includes, but is not limited to, payment requests and the setup of payables. Failure to comply could result in the loss of funds.

# 27. CONTRACTUAL PROVISION FOR FORMULA RECIPIENTS – CPA REPORT ON INTERNAL CONTROLS

If the AGENCY is an urban FORMULA RECIPIENT (an agency with an area whose population exceeds 100,000), it will engage a CPA to test and report on the AGENCY's internal controls, as specified in Section 25(c). The CPA engaged by the AGENCY may be the same CPA who performs the audit required pursuant to Sections 28(a) and 28(b). The report on internal controls issued by the CPA should be emailed to MDOT's Auditing Specialist for the Office of Passenger Transportation.

#### 28. ANNUAL CPA AUDIT REQUIREMENTS

If both a Federal Single Audit and a State Transit Audit are required, the AGENCY may have one audit performed that meets the requirements of both Subpart F of PART 200

and the Audit Guide. The audit must be submitted as required in subsections (a) and (b) below.

#### a. Federal Single Audit

Agencies expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in FEDERAL funds from one or more funding sources in their fiscal year must have a single audit conducted for that year in accordance with Subpart F of PART 200. Submission requirements for the Single Audit are located at Section 200.512 "Report submission" of PART 200.

The Single Audit and the Section 200.512 of PART 200 reporting requirements must be:

i. Uploaded at: <a href="https://harvester.census.gov/facweb/default.aspx/">https://harvester.census.gov/facweb/default.aspx/</a>, or a hard copy can be put in the U.S. mail to:

Federal Audit Clearinghouse\* 1201 East 10<sup>th</sup> Street Jeffersonville, Indiana 47132

\*No contact person necessary

ii. Sent to the following address via email:

Michigan Department of Transportation Financial Operations Division Budget, Outreach and Program Support Section MDOT-LocalAgencyAudit@michigan.gov

If the Single Audit contains a Section 200.516(a) "Audit Findings" and/or a status of prior audit findings relating to a FEDERAL award, an electronic copy of the annual audit must be sent to Mr. Matthew Dietrich, Financial Analyst Federal Transit Administration, at: <a href="matthew.dietrich@dot.gov">matthew.dietrich@dot.gov</a>.

#### b. State Transit Audit

Agencies expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in FEDERAL funds that are also FORMULA RECIPIENTS must have an annual CPA audit performed in accordance with the Audit Guide and all other applicable state laws and regulations relative to audit requirements. The audit will be uploaded to the Michigan Department of Treasury's website.

#### c. No CPA Audit Required

Agencies expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in FEDERAL funds that are not FORMULA RECIPIENTS are not required to have a CPA audit performed but must submit the following information to MDOT:

- i. A statement advising that a single audit is not required.
- ii. The applicable fiscal year.
- iii. The amount of FEDERAL funds spent.
- iv. The name(s) of the MDOT federal programs.
- v. The Assistance Listing (formerly known as the Code of Federal Domestic Assistance).

All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.

#### 29. RESPONSIBILITY TO REVIEW THE ANNUAL CPA AUDIT

Within thirty (30) days of the audit being posted to the appropriate website, the AGENCY will:

- a. Review all aspects of the audit relating to this Agreement and all applicable PROJECT AUTHORIZATIONS, including the following:
  - i. The Schedule of Expenditure of Federal and State Awards to verify that it is complete and accurate.
  - ii. Audit findings applicable to this Agreement and the PROJECT AUTHORIZATIONS hereunder.
  - iii. If Section 27 of this Agreement applies, the AGENCY will verify that the opinion issued by the CPA is an unqualified opinion.
- b. Report all errors, omissions, deficiencies, and inconsistencies in writing to the Auditing Specialist for MDOT's Office of Passenger Transportation (NOTIFICATION). The NOTIFICATION must include but is not limited to the following:
  - i. Identification of any missing line items for each PROJECT AUTHORIZATION and any incorrect dollar amounts reported on the Schedule of Expenditure of Federal and State Awards. The NOTIFICATION must explain why the errors occurred and must identify the corrective action taken or being taken to prevent future misreporting.
  - ii. If an audit finding, particularly one that identifies loss due to neglect, misuse, waste, or conflict of interest, is applicable to a PROJECT

AUTHORIZATION, the NOTIFICATION must explain the impact the audit finding has on the amount MDOT would otherwise be obligated to pay on the PROJECT AUTHORIZATION. The explanation must identify the corrective action taken or being taken to help to ensure that the audit finding is not repeated in future audits.

iii. If the CPA issued a qualified opinion on the internal controls report required under Section 27, the NOTIFICATION must explain the internal control failure(s) and must identify the corrective action taken or to be taken to help to ensure that an unqualified opinion will be issued in future audits.

The AGENCY must take the necessary corrective action to prevent the same errors, omissions, deficiencies, and/or inconsistencies from being repeated in subsequent years' audits. Repetition of errors resulting in the same audit findings may result in the loss of funds associated with the PROJECT AUTHORIZATIONS that are the subjects of the audit findings.

- c. If no errors, omissions, deficiencies, or inconsistencies are found in the audit, the AGENCY may either:
  - Submit a written concurrence to MDOT's Auditing Specialist that will allow the Office of Passenger Transportation to begin its review of the CPA audit; or
  - ii. Take no action and allow the thirty (30) day review period to expire. The AGENCY agrees that failure to submit a written concurrence means that the AGENCY has performed the required review, concurs with the audit, and agrees that MDOT can proceed with its review.

Upon expiration of the AGENCY's thirty (30) day review period, MDOT will review the CPA audits.

#### 30. MDOT AUDIT AND ADJUSTMENTS

In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Agreement or any PROJECT AUTHORIZATION or questions the allowability of an item of expense, MDOT will promptly submit to the AGENCY a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the AGENCY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the AGENCY will (a) respond in writing to the responsible bureau or office of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any

disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the AGENCY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Agreement. The AGENCY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the AGENCY, the AGENCY will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the AGENCY fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the AGENCY agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the AGENCY under this Agreement or any other agreement or payable to the AGENCY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The AGENCY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the AGENCY in a timely filed RESPONSE.

#### 31. ACCESS

The AGENCY agrees to provide to MDOT copies of all reports and data specified in each PROJECT AUTHORIZATION. The AGENCY further agrees to provide MDOT access to all technical data, reports, other documents, lists of personnel, and work in process pertaining to any PROJECT. Copies of technical data, reports, lists of personnel, and other documents will be provided by the AGENCY upon request from MDOT and/or the FEDERAL agency.

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#### 32. NONDISCRIMINATION AND DISADVANTAGED BUSINESS ENTERPRISE

- a. In connection with the acceptance of this Agreement, the AGENCY (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement
- b. During the performance of this Agreement, the AGENCY, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the US DOT (49 CFR Part 21) issued pursuant to said Act, including Appendix B, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.
- c. The AGENCY will carry out the applicable requirements of MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 2, 2014, with regard to its contracting opportunities. The AGENCY's contracting opportunities include the purchase of any items and the undertaking of any construction projects except transit vehicles.

When the AGENCY reaches the FEDERAL threshold of Two Hundred Fifty Thousand Dollars (\$250,000.00) per FEDERAL fiscal year on FEDERAL funds administered by MDOT, MDOT will notify the AGENCY if it is required to submit its quarterly DBE Accomplishments to MDOT for these FEDERAL funds. Transit vehicles are exempt from this Two Hundred Fifty Thousand Dollar (\$250,000.00) threshold. Failure to comply with 49 CFR Part 26 will result in the withholding of FEDERAL funds administered by MDOT.

- d. Recipients of Department of Transportation (DOT) funds are expected to keep accurate data regarding the contracting opportunities available to firms paid for with DOT dollars. Failure to submit contracting data relative to the DBE program will result in noncompliance with 49 CFR Part 26. All dollar values listed on this form (Uniform Report of DBE Awards or Commitment and Payments) should represent the DOT share attributable to the Operating Administration.
- e. The DBE Commercially Useful Function (CUF) requirements (form 4109T) of MDOT's Office of Passenger Transportation are set up to ensure compliance with 49 CFR Part 26.37(b). The requirements are effective immediately and apply to all federally-funded MDOT and local agency projects that include participation of a DBE certified company. It should be noted that this applies to all projects with work completed by DBE firms, not just projects with a DBE goal. This review

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should be conducted while the DBE is actually working on the project. Federal regulation 49 CFR 26.55 states: "A DBE performs a commercially useful function when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved." Additional FHWA CUF guidance can be found at: www.fhwa.dot.gov/federal-aidessentials/commusefunction.pdf.

f. Agencies that direct reports to the FTA for the purposes of the DBE Program are required to provide copies of their FTA DBE participation reports on a semi-annual basis to MDOT.

#### 33. CERTIFICATION

For any PROJECT AUTHORIZATION in excess of One Hundred Thousand Dollars (\$100,000.00) of FEDERAL funds, the AGENCY certifies to the best of its knowledge and belief that:

- a. No FEDERAL appropriated funds have been paid or will be paid by or on behalf of the AGENCY to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any FEDERAL contract, the making of any FEDERAL grant, the making of any FEDERAL loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any FEDERAL contract, grant, loan, or cooperative agreement.
- b. If any funds other than FEDERAL appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the AGENCY will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," pursuant to Section 1352, Title 31 USC, in accordance with its instructions.
- c. The AGENCY will require that the language of this certification be included in the award documents for all third-party agreements (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 USC. Any person who fails to file the required certification will be subject to a civil penalty of not less than Ten Thousand

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Dollars (\$10,000.00) and not more than One Hundred Thousand Dollars (\$100,000.00) for each such failure.

#### 34. TERMINATION OR SUSPENSION

The AGENCY agrees that any PROJECT AUTHORIZATION and/or this Agreement may be terminated for any reason articulated in Section 340 ("Termination") of PART 200.

For any reason, MDOT or the AGENCY may, by thirty (30) days written notice or as otherwise specified in the PROJECT AUTHORIZATION, suspend any or all of the rights and obligations under this Agreement or any PROJECT AUTHORIZATION until such time as the event or condition resulting in such suspension has ceased or been corrected.

For any reason, MDOT may, by thirty (30) days written notice to the AGENCY, or as otherwise specified in the PROJECT AUTHORIZATION, terminate any or all of the rights and obligations under this Agreement or any PROJECT AUTHORIZATION.

Upon receipt of any notice of termination or suspension of a PROJECT under this section and in accordance with MDOT procedures, the AGENCY will proceed promptly to carry out the actions required therein, which may, without limitation, include any or all of the following:

- a. Take all necessary action to keep to a minimum the further incurrence of eligible PROJECT costs.
- b. Furnish to MDOT a statement of the status of the PROJECT, the inventory, and the PROJECT costs to date, as well as a proposed schedule, plan, and budget for terminating or suspending and closing out PROJECT activities and contracts, and other undertakings, the costs of which are otherwise eligible as PROJECT costs. The closing out will be carried out in conformity with the latest schedule, plan, and budget approved by MDOT or under the terms and conditions imposed by MDOT for failure of the AGENCY to furnish a schedule, plan, and budget within a reasonable time. The closing out of MDOT financial participation in the PROJECT will not constitute a waiver of any claim MDOT may otherwise have arising out of this Agreement.

#### 35. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321 et seq., the AGENCY, in the performance of this Agreement, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different

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violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Agreement if the name of the AGENCY or the name of a subcontractor, manufacturer, or supplier utilized by the AGENCY in the performance of this Agreement subsequently appears in the register during the performance period of this Agreement. The website for the register is <a href="http://www.sam.gov/portal/SAM/#1">http://www.sam.gov/portal/SAM/#1</a>.

#### 36. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement, the AGENCY hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 – 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The AGENCY shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement due to any violation of 15 USC, Sections 1 – 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The AGENCY shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement may have occurred or is threatened to occur. The AGENCY shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Agreement.

#### 37. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of or delegate to the Congress of the United States will be admitted to any share or part of this Agreement or to any benefit arising therefrom.

#### 38. PROHIBITED INTEREST

No member, officer, or employee of the AGENCY, during his/her tenure or one (1) year thereafter, will have any interest, direct or indirect, in this Agreement or the proceeds thereof.

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#### 39. POLITICAL ACTIVITY

None of the funds, the facilities, or the PROJECT equipment provided in any PROJECT AUTHORIZATION under this Agreement will be used for any partisan political or millage activity or to further the election or defeat of any candidate for public office.

#### 40. DISCREPANCIES

In case of any discrepancy between the body of this Agreement and any attachment hereto, the body of this Agreement will govern. In case of any discrepancy between the body of this Agreement and any PROJECT AUTHORIZATION hereunder, the body of this Agreement will govern.

#### 41. TERM OF AGREEMENT

The effective date of this Agreement is October 1, 2021, and the Agreement will continue in effect until the last obligation between the parties under this Agreement has been fulfilled. The Agreement will include PROJECT AUTHORIZATIONS for program years 2022 through 2025.

When the funding of a PROJECT AUTHORIZATION is contingent upon the award of the matching FEDERAL grant for MDOT and FTA funds, MDOT will allow costs to be incurred for PROJECTS in advance of FEDERAL and MDOT approval to be apportioned in fiscal years 2022-2025, including carryover amounts, subject to allowance by the FEDERAL agency and the following: (1) use of this pre-award spending authority must meet all of the conditions and requirements as may be set forth in the Federal Register, and (2) costs incurred for the PROJECT that are not approved by the FEDERAL agency or MDOT will not be eligible for reimbursement and will remain the responsibility of the AGENCY.

When a PROJECT AUTHORIZATION contains only state funds or only state and local funds, MDOT will allow costs to be incurred by the AGENCY for the PROJECT prior to award of the PROJECT AUTHORIZATION. If costs are incurred for a PROJECT that are not approved by MDOT, those costs will not be eligible for reimbursement and will remain the responsibility of the AGENCY. If for any reason the PROJECT AUTHORIZATION does not get awarded, MDOT will not be responsible for expenses that have been incurred.

MDOT will not pay or be responsible for any costs incurred by the AGENCY subsequent to the expiration of the PROJECT AUTHORIZATION.

PROJECT AUTHORIZATIONS may be issued under this Agreement beginning October 1, 2021. The term for a PROJECT AUTHORIZATION will be indicated on that PROJECT AUTHORIZATION.

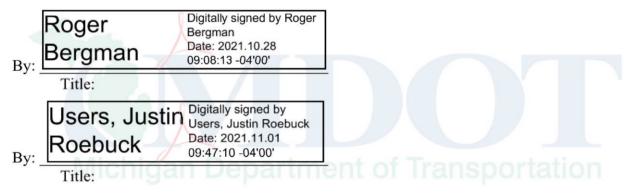
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#### 42. SIGNING

This Agreement will become binding on the parties upon signing by the duly authorized representatives of the AGENCY and MDOT and upon the adoption of a resolution approving this Agreement and authorizing the signature(s) hereto of the respective official(s) of the AGENCY. A certified copy of the Agreement resolution must be provided to MDOT.

Prior to the award of any PROJECT AUTHORIZATION, the AGENCY must provide to MDOT a certified copy of a resolution approving the PROJECT AUTHORIZATION and authorizing the signature(s) of the respective official(s) of the AGENCY. In lieu of individual resolutions for each PROJECT AUTHORIZATION, the AGENCY may elect to provide authority to sign the PROJECT AUTHORIZATION as a part of the Agreement resolution.

#### OTTAWA COUNTY BOARD OF COMMISSIONERS



#### MICHIGAN DEPARTMENT OF TRANSPORTATION



Title: Department Director

APPROVED
Director Agenda
September 23, 2021

# EXHIBIT A INSURANCE REQUIREMENTS

All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable insurance (including self-insurances) carried by the STATE. The AGENCY also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

The AGENCY will comply will the following insurance requirements as applicable:

#### 1. Vehicle Insurance

- a. Motor vehicle insurance as required by P.A. 218 of 1956, as amended by P.A. 294 of 1972, the Michigan No-Fault Insurance Law.
  - i. Personal Protection Insurance as required by MCL 500.3101(1).
  - ii. Property Protection Insurance as required by MCL 500.3101(1).
  - iii. Residual Liability Insurance as required by MCL 500.3101(1).
  - iv. Self-insurance may be utilized provided the appropriate coverage, limits, and Secretary of State certification is provided. A One Million Dollar (\$1,000,000) minimum per occurrence limit should be carried.
  - v. The coverage specified above will be in the minimum combined single limit amount of One Million Dollars (\$1,000,000) per occurrence.
- b. Collision coverage as provided in P.A. 218 of 1956, MCL 500.3037 and comprehensive coverage as provided in P.A. 218 of 1956, MCL 500.2102 shall be carried. Both collision coverage and comprehensive coverage will be for the actual cash value of the vehicle. The amount of deductible for collision coverage and comprehensive coverage will be determined by the AGENCY and will be payable by the AGENCY. The AGENCY with prior STATE approval may self-insure the collision and comprehensive coverage.
- c. The coverage specified above will name the AGENCY and the STATE as the insured.
- 2. Facility and/or Equipment Insurance (Non-vehicle) and Bonds
  - a. Insurance During the term of this Agreement, the AGENCY will:

- i. Keep all buildings, improvements, and equipment in, on, or appurtenant to the transportation facility or premises at the commencement of construction and thereafter, including all alterations, building, rebuilding, replacements, changes, additions, and all improvements, insured against loss, and all perils, in an amount not less than ninety percent (90%) of the full replacement value. The AGENCY will be responsible for the payment of any deductible. The AGENCY will maintain an annual inventory of all equipment purchased under this Agreement with current dollar values.
- ii. Provide Commercial General Liability Insurance covering all operations by or on behalf of the AGENCY against claims for personal injury (including bodily injury and death) and property damage in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) general aggregate.

#### b. Bonds

The AGENCY will require the successful bidder to procure and deliver to the AGENCY a Performance Bond and a Lien Bond each in an amount equal to the Agreement price, underwritten by a surety licensed to do business in Michigan, naming the AGENCY as the obligee. Such bonds will be delivered to the AGENCY prior to any construction work being performed.

# APPENDIX A PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

- 1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
- 2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
- 3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
- 5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
- 6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

- 7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
- 8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
- 9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

#### APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- 1. <u>Compliance with Regulations</u>: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
- 2. <u>Nondiscrimination</u>: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
- 3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment:
  All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. <u>Information and Reports</u>: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
- 5. <u>Sanctions for Noncompliance</u>: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
  - a. Withholding payments to the contractor until the contractor complies; and/or
  - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. <u>Incorporation of Provisions</u>: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the States. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

# APPENDIX C Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanction;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

### **Action Request**

Electronic Submission - Contract # 1824



Committee: FINANCE AND ADMINISTRATION

Meeting Date: 2/7/2023

Committee/Governing/Advisory Board Approval Date: 2/7/2023

Vendor/3rd Party: MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Requesting Department: COMMUNITY ACTION AGENCY

Submitted By: JENNIFER BROZOWSKI

Agenda Item: MSHDA GRANT FUNDING AMENDMENT

#### **Suggested Motion:**

To approve and forward to the Board of Commissioners the funding amendment to the Michigan State Housing Development Authority (MSHDA) Rental Assistance and Homeless Solutions grant # HML-2022-Ottawa C-5826-ESF.

#### **Summary of Request:**

MSHDA has awarded \$259,545 to Ottawa County as the fiduciary agency for the Ottawa County Continuum of Care: serving homeless or at risk of homeless populations in Ottawa County from 10/1/2022 through 9/30/2023. In accordance with the Authority approved grant application, related documents, and Memorandum of Understanding, the fiduciary will administer/monitor ESG grant funds.

,				
Financial Information:				
Total Cost: \$259,545.00	General Fund Cost:	\$0.00	Included in Budget: Yes	
If not included in Budget, recommended	ed funding source:			
Action is Related to an Activity V	Vhich Is: Non-Man	idated		
Action is Related to Strategic Plan:				
Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.				
Administration:	1//			
Recommended by County Administrat	or:	2/3/2023 10:26:52 AM		

Grant #: HML-2022-Ottawa C-5826-ESF Effective Date: 1/26/2023

#### **Program Description:**

MSHDA has awarded \$259,545 to Ottawa County as the fiduciary agency for the Ottawa County Continuum of Care: serving homeless or at risk of homeless populations in Ottawa County from 10/1/2022 through 9/30/2023. In accordance with the Authority approved grant application, related documents, and Memorandum of Understanding, the fiduciary will administer/monitor ESG grant funds.

# MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY RENTAL ASSISTANCE AND HOMELESS SOLUTIONS Funding Award Amendment

Amendment #: 1 Grantee: Ottawa County Grant #: HML-2022-Ottawa C-5826-ESF Effective Date: 1/26/2023 **Purpose of Amendment:** Change in Budget (See attached revision.) Change Grant Term Change Program Description (See attached revision.) Change Special Conditions (See attached revision.) Change Grant Number APPROVED BY: Homeless Assistance Specialist Homeless Assistance Manager Rental Assistance and Homeless Solutions Rental Assistance and Homeless Solutions Authorized Signatory for Grantee Director

Rental Assistance and Homeless Solutions

# Ottawa County, for and on behalf of Ottawa County Community Action Agency

By:	
	Joe Moss, Chairperson
	Board of Commissioners
D	
By:	Justin F. Roebuck, County Clerk/Register
	, , ,
Dat	e:

Grant #: HML-2022-Ottawa C-5826-ESF Effective Date: 01/20/2023

#### **Previous Budget**

Component-Activity	Approved Funds
ESG Funds	
Street Outreach	\$58,377.00
Emergency Shelter - Essential Services	\$0.00
Emergency Shelter - Shelter Operations	\$0.00
Homeless Prevention - Housing Relocation and Stabilization Services - Services Costs	\$33,908.00
Homeless Prevention - Housing Relocation and Stabilization Services - Financial Assistance	\$900.00
Homeless Prevention - Short-Term and Medium-Term Rental Assistance	\$33,198.00
Rapid Re-Housing - Housing Relocation and Stabilization Services - Services Costs	\$57,225.00
Rapid Re-Housing - Housing Relocation and Stabilization Services - Financial Assistance	\$9,000.00
Rapid Re-Housing - Short-Term and Medium-Term Rental Assistance	\$21,630.00
HMIS	\$25,842.00
Administrative Costs	\$19,465.00
GRAND TOTAL	\$259,545.00

Grant #: HML-2022-Ottawa C-5826-ESF Effective Date: 01/20/2023

#### **New Budget**

Component-Activity	Approved Funds
ESG Funds	
Street Outreach	\$58,377.00
Emergency Shelter - Essential Services	\$0.00
Emergency Shelter - Shelter Operations	\$0.00
Homeless Prevention - Housing Relocation and Stabilization Services - Services Costs	\$30,800.00
Homeless Prevention - Housing Relocation and Stabilization Services - Financial Assistance	\$0.00
Homeless Prevention - Short-Term and Medium-Term Rental Assistance	\$37,439.00
Rapid Re-Housing - Housing Relocation and Stabilization Services - Services Costs	\$55,824.00
Rapid Re-Housing - Housing Relocation and Stabilization Services - Financial Assistance	\$4,772.00
Rapid Re-Housing - Short-Term and Medium-Term Rental Assistance	\$27,026.00
HMIS	\$25,842.00
Administrative Costs	\$19,465.00
GRAND TOTAL	\$259,545.00

## **Action Request**

Electronic Submission - Contract # 1825



Committee: FINANCE AND ADMINISTRATION

Meeting Date: 2/7/2023

Vendor/3rd Party: MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Requesting Department: COMMUNITY ACTION AGENCY

**Submitted By: JENNIFER BROZOWSKI** 

Agenda Item: MSHDA GRANT FUNDING AMENDMENT

#### **Suggested Motion:**

To approve and forward to the Board of Commissioners the funding amendment to the Michigan State Housing Development Authority (MSHDA) Rental Assistance and Homeless Solutions grant # HML-2020-Ottawa C-5826-C19.

#### **Summary of Request:**

The Michigan State Housing Development Authority has awarded \$1,127,632 to Ottawa County as the fiduciary agency for the Ottawa County Continuum of Care: serving homeless and at risk of becoming homeless populations by working to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance, and supporting additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19 in Ottawa County from 03/01/2020 through 12/31/2022. In accordance with the Authority approved grant application , related documents, and Memorandum of Understanding, the fiduciary will administer/monitor ESG-CV grant funds."

Understanding, the fiduciary will administer/monitor ESG-CV grant funds."						
Financial Information:						
Total Cost: \$1,127,632.00	General Fund Cost:	\$0.00	Included in Budget: Yes			
If not included in Budget, recommende	ed funding source:					
Action is Deleted to an Activity	Which Io. Now Mon	datad				
Action is Related to an Activity V		aatea				
Action is Related to Strategic Pla	an:					
Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.						
Administration: ///						
Recommended by County Administrat	or: 1/m	2/3/2023 10:26:45 AM				
Neconfinenced by County Administrator. 2/3/2023 10.26.43 AM						
Committee/Governing/Advisory Board Approval Date: 2/7/2023						

Grant #: HML-2020-Ottawa C-5826-C19 Effective Date: 1/5/2023

#### **Program Description:**

The Michigan State Housing Development Authority has awarded \$1,127,632 to Ottawa County as the fiduciary agency for the Ottawa County Continuum of Care: serving homeless and at risk of becoming homeless populations by working to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance, and supporting additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19 in Ottawa County from 03/01/2020 through 12/31/2022. In accordance with the Authority approved grant application, related documents, and Memorandum of Understanding, the fiduciary will administer/monitor ESG-CV grant funds."

# MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY RENTAL ASSISTANCE AND HOMELESS SOLUTIONS Funding Award Amendment

Amendment #: 8 Grantee: Ottawa County Grant #: HML-2020-Ottawa C-5826-C19 Effective Date: 1/5/2023 **Purpose of Amendment:** Change in Budget (See attached revision.) Change Grant Term Change Program Description (See attached revision.) Change Special Conditions (See attached revision.) Change Grant Number APPROVED BY: Homeless Assistance Specialist Homeless Assistance Manager Rental Assistance and Homeless Solutions Rental Assistance and Homeless Solutions Authorized Signatory for Grantee Director

Rental Assistance and Homeless Solutions

# Ottawa County, for and on behalf of Ottawa County Community Action Agency

By:	
	Joe Moss, Chairperson
	Board of Commissioners
D	
By:	Justin F. Roebuck, County Clerk/Register
	, , ,
Dat	e:

Grant #: HML-2020-Ottawa C-5826-C19 Effective Date: 12/21/2022

#### **Previous Budget**

Component-Activity	Approved Funds
ESG Funds	
Street Outreach	\$199,967.00
Emergency Shelter - Shelter Operations	\$0.00
Emergency Shelter - Essential Services	\$0.00
Homeless Prevention - Financial Assistance	\$227,243.00
Homeless Prevention - Case Management	\$167,947.00
Rapid Re-Housing - Financial Assistance	\$150,573.00
Rapid Re-Housing - Case Management	\$220,015.00
HMIS	\$66,088.00
Administrative Costs	\$95,799.00
HARA Operational Expenses	\$0.00
GRAND TOTAL	\$1,127,632.00

Grant #: HML-2020-Ottawa C-5826-C19 Effective Date: 12/21/2022

#### **New Budget**

Component-Activity	Approved Funds
ESG Funds	
Street Outreach	\$213,434.00
Emergency Shelter - Shelter Operations	\$0.00
Emergency Shelter - Essential Services	\$0.00
Homeless Prevention - Financial Assistance	\$227,243.00
Homeless Prevention - Case Management	\$167,947.00
Rapid Re-Housing - Financial Assistance	\$146,437.00
Rapid Re-Housing - Case Management	\$210,684.00
HMIS	\$66,088.00
Administrative Costs	\$95,799.00
HARA Operational Expenses	\$0.00
GRAND TOTAL	\$1,127,632.00

### **Action Request**

Electronic Submission - Contract # 1826



**Committee: FINANCE AND ADMINISTRATION** 

Meeting Date: 2/7/2023

Vendor/3rd Party: MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Requesting Department: COMMUNITY ACTION AGENCY

**Submitted By: JENNIFER BROZOWSKI** 

Agenda Item: MSHDA GRANT FUNDING AMENDMENT

#### **Suggested Motion:**

To approve and forward to the Board of Commissioners the funding amendment to the Michigan State Housing Development Authority (MSHDA) Rental Assistance and Homeless Solutions grant # HML-2021-Ottawa C-5826-ESF.

#### Summary of Request:

MSHDA has awarded \$270,359 to Ottawa County as the fiduciary agency for the Ottawa County Continuum of Care: serving homeless or at risk of homeless populations in Ottawa County from 10/1/2021 through 02/28/2023. In accordance with the Authority approved grant application, related documents, and Memorandum of Understanding, the fiduciary will administer/monitor ESG grant funds.

Financial Information:				
Total Cost: \$270,359.00	General Fund Cost	: \$0.00	Included in Budget: Yes	
If not included in Budget, recomm	mended funding source:		•	
Action is Related to an Acti	vity Which Is: Non-Maı	ndated		
Action is Related to Strateg	ic Plan:			
Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.				
		-		
Administration:	1//			
Recommended by County Admir	nistrator:	2/3/2023 10:27:	02 AM	-
Committee/Governing/Advisory I	Board Approval Date: 2/7/2	2023		

Grant #: HML-2021-Ottawa C-5826-ESF Effective Date: 1/5/2023

#### **Program Description:**

MSHDA has awarded \$270,359 to Ottawa County as the fiduciary agency for the Ottawa County Continuum of Care: serving homeless or at risk of homeless populations in Ottawa County from 10/1/2021 through 02/28/2023. In accordance with the Authority approved grant application, related documents, and Memorandum of Understanding, the fiduciary will administer/monitor ESG grant funds.

# MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY RENTAL ASSISTANCE AND HOMELESS SOLUTIONS Funding Award Amendment

Amendment #: 2 Grantee: Ottawa County Grant #: HML-2021-Ottawa C-5826-ESF Effective Date: 1/5/2023 **Purpose of Amendment:** Change in Budget (See attached revision.) Change Grant Term Change Program Description (See attached revision.) Change Special Conditions (See attached revision.) Change Grant Number APPROVED BY: Homeless Assistance Specialist Homeless Assistance Manager Rental Assistance and Homeless Solutions Rental Assistance and Homeless Solutions Authorized Signatory for Grantee Director

Rental Assistance and Homeless Solutions

# Ottawa County, for and on behalf of Ottawa County Community Action Agency

By:	
	Joe Moss, Chairperson
	Board of Commissioners
D	
By:	Justin F. Roebuck, County Clerk/Register
	, , ,
Dat	e:

Grant #: HML-2021-Ottawa C-5826-ESF Effective Date: 12/08/2022

#### **Previous Budget**

Component-Activity	Approved Funds
ESG Funds	
Street Outreach	\$53,535.00
Emergency Shelter - Essential Services	\$3,946.00
Emergency Shelter - Shelter Operations	\$13,000.00
Homeless Prevention - Housing Relocation and Stabilization Services - Services Costs	\$31,907.00
Homeless Prevention - Housing Relocation and Stabilization Services - Financial Assistance	\$800.00
Homeless Prevention - Short-Term and Medium-Term Rental Assistance	\$33,199.00
Rapid Re-Housing - Housing Relocation and Stabilization Services - Services Costs	\$57,225.00
Rapid Re-Housing - Housing Relocation and Stabilization Services - Financial Assistance	\$9,000.00
Rapid Re-Housing - Short-Term and Medium-Term Rental Assistance	\$21,629.00
HMIS	\$25,842.00
Administrative Costs	\$20,276.00
GRAND TOTAL	\$270,359.00

Grant #: HML-2021-Ottawa C-5826-ESF Effective Date: 12/08/2022

#### **New Budget**

Component-Activity	Approved Funds
ESG Funds	
Street Outreach	\$53,535.00
Emergency Shelter - Essential Services	\$3,946.00
Emergency Shelter - Shelter Operations	\$13,000.00
Homeless Prevention - Housing Relocation and Stabilization Services - Services Costs	\$31,177.00
Homeless Prevention - Housing Relocation and Stabilization Services - Financial Assistance	\$300.00
Homeless Prevention - Short-Term and Medium-Term Rental Assistance	\$33,199.00
Rapid Re-Housing - Housing Relocation and Stabilization Services - Services Costs	\$57,225.00
Rapid Re-Housing - Housing Relocation and Stabilization Services - Financial Assistance	\$8,949.00
Rapid Re-Housing - Short-Term and Medium-Term Rental Assistance	\$22,910.00
HMIS	\$25,842.00
Administrative Costs	\$20,276.00
GRAND TOTAL	\$270,359.00

**Action Request** 

	Committee:	Finance and Administration Committee			
Ottawa County Where You Belong	Meeting Date: 02/07/2023				
	Requesting Department:	Community Mental Health			
	Submitted By: Marcie Ver Beek				
	Agenda Item:	Community Mental Health Personnel Request			

#### **Suggested Motion:**

To approve and forward to the Board of Commissioners the request from Community Mental Health to add eight full-time new positions and remove two positions at a total cost of \$572,307.20 to be funded by CCBHC grant and Medicaid.

#### Summary of Request:

CMHOC continues to experience a significant increase in requests for services for all populations, but especially with children and youth and substance use disorders. To meet these demands CMH is asking to create several new clinical positions. The mental health specialist (SC for Autism) will help to distribute the current caseload size to a more manageable number. The mental health specialist (wrap around coordinator) will allow us to take additional SED Waiver cases. Caseloads for all of our teams have continued to grow including our services with adults with Mental Illness. We are asking for an additional Mental Health Specialist on both our MDT (Multi-disciplinary Team) in Grand Haven and on our Senior Reach team.

The Program Supervisor for Substance Use Disorder will manage the growing SUD internal services teams as well as manage all contracts for SUD. Requests for services in this area have grown over the last several years and the workload for the program coordinator has exceeded what one individual can manage. The current Program Coordinator position that is split between MI contracts and SUD will now only manage the MI contracts.

We are also experiencing increased demand for customer service response to grievances, need additional supports in our Recipient Rights office, as well as assistance with communications/marketing of CCBHC health and wellness initiatives.

[continued]

Financial Information:								
Total Cost: \$572,307.20	General Fund \$0.00 Included in Budget:				✓ No	□ N/A		
If not included in budget, recommended funding source:								
Budget adjustment in progress.								
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 activity	ties and maintain systems to cont	nuously improve to gai	n efficiencies and imp	rove effective	eness.			
Goal 4, Objective 2: Continue to perform program evaluations and implement outcome-based performance measurement systems.								
Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.								
Administration: County Administrator:	Recommended	☐Not Recomr	mended	Without F	Recomme	endation		
Committee/Governing/Advisory Board Approval Date:								

#### **SUMMARY OF REQUEST CONTINUED:**

We would like to convert the currently vacant Mental Health Clinician for I/DD services to a Supports Coordinator Aide position. The MH Clinician position has been open for more than a year with no qualified applicants. The rationale for an additional SC Aide is to help manage caseloads. Our current caseload size is approximately 60 people which is becoming unmanageable given new requirements to see individuals in person on a monthly basis.

We would like to convert our recently vacant Peer Support position to a Community Health Worker. A vacancy in this position just occurred and we feel that we can utilize a Community Health Worker more than the peer at this time. Funding for these positions will come mainly from the CCBHC grant but also Medicaid. As we are entering into our second year with CCBHC we have better identified where our service needs are.

The following is a list of requested positions:

Position	Grade	Department	Funding Source	
MH Specialist (Supports Coordination – Autism)	8	Family Services	CCBHC Grant	
MH Specialist (Wrap Around Coordinator)	8	Family Services	CCBHC Grant	
MH Specialist (Customer Service)	8	Administration	CCBHC Grant	
Program Supervisor – Substance Abuse Services	15	SUD	Medicaid - SUD	
MH Specialist (Senior Reach)	8	MI Adult Services	CCBHC Grant	
MH Specialist (MDT GH)	8	MI Adult Services	CCBHC Grant	
Supports Coordinator Aide	7	I/DD Adult	Medicaid (replacing vacant MH Clinician Position)	
Community Health Worker – SAMHSA/CCBHC	3	ССВНС	CCBHC Grant	

### 2023 Estimated Costs per Deductions Employee Costs

### **CMH Positions Request**

				704000			
			FTE		Wages	Benefits	TOTAL COST
Add	MH Specialist	Group T, grade 8		1.0000	50,459.24	39,805.81	90,265.05
Add	MH Specialist	Group T, grade 8		1.0000	50,459.24	39,805.81	90,265.05
Add	MH Specialist	Group T, grade 8		1.0000	50,459.24	39,805.81	90,265.05
Add	MH Specialist	Group T, grade 8		1.0000	50,459.24	39,805.81	90,265.05
Add	MH Specialist	Group T, grade 8		1.0000	50,459.24	39,805.81	90,265.05
Add	Program Supervisor	Unclass, grade 15		1.0000	81,185.00	51,201.13	132,386.13
Add	Supports Coordinator Aid	e Group T, grade 7		1.0000	47,170.24	38,594.61	85,764.85
Add	Community Health Work	ei Group T, grade 3		1.0000	35,979.32	34,473.49	70,452.81
	_						
Remove	MH Clinician	Group T, grade 10		1.0000	57,875.74	42,536.98	100,412.72
Remove	Peer Support	Group T, grade 2		1.0000	33,608.64	33,600.47	67,209.11

TOTAL COST: \$ 572,307.20

#### Mental Health Specialist – Customer Service

Grade: 8

**Job Summary**: Under the supervision of the Program Supervisor for Integrated Care and Community Development, provides customer service response to consumers; assists with Recipient Rights responsibilities; promotes community awareness of mental health issues and ensures compliance with the Customer Service Standards. Designs, develops and implements campaigns and strategies to market programs and services to people receiving CMH services and other community stakeholders.

#### **Essential Job Functions**

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

- 1. Implements the Customer Services Standards set forth by the Michigan Department of Health and Human Service; participates on local and state run customer service workgroups; maintains the customer service phone line and email processes grievances, questions and concerns; and orients CMHOC staff to Customer Services Standards.
- 2. Conducts Recipient Rights site reviews and provides related information and education at various sites and provides support to the Director of Recipient Rights as needed.
- 3. Designs, develops and implements outreach strategies and promotional campaigns to increase awareness and utilization of Certified Community Behavioral Health Clinic (CMHOC) activities available through Community Mental Health of Ottawa County.
- 4. Collaborates with the Program Supervisor to identify underserved populations and develop outreach activities, communications strategies and programs targeted to this population.
- 5. Develops and maintains working relationships with local health and human services organizations, school districts and other community stakeholders.
- 6. Promotes access to community-based mental health treatment services to consumers, community stakeholders and other targeted demographic groups.
- 7. Develops and disseminates articles, newsletters, social media content and other print and electronic media to market department initiatives.
- 8. Supports the CMHOC Health Educator with marketing and coordinating health and wellness initiatives of the CCBHC program.
- 9. Other duties as assigned.

#### **Required Educations, Training and Experience:**

Bachelor's degree in a communications, public relations, marketing, human services or related field. Two years of experience marketing, communications or customer services preferred. Knowledge of and experience with different cultural and ethnic groups within Ottawa County is strongly preferred. Lived experiences with mental illness, intellectual/development disabilities, and/or substance use disorders are valued. Bilingual with written and verbal translations skills are valued.

#### **Required Knowledge and Skills:**

- 1. Excellent customer service skills.
- 2. Excellent organization and time management skills.
- 3. Thorough working knowledge of communication and marketing practices.
- 4. Good working knowledge of community resources.
- 5. Understands and can apply a collaborative approach to both intra-agency and interagency relationships.

#### **Physical Requirements:**

Must be able to perform essential job functions with or without reasonable accommodations, including but not limited to, visual and/or audio logical appliances, and devices to increase mobility.

#### **Working Conditions:**

Work is performed in an office/clinical environment or in the community.

#### **OTTAWA COUNTY**

TITLE: MENTAL HEALTH SPECIALIST EMPLOYEE GROUP: GROUP T

(WRAPAROUND COORDINATOR)

**DEPARTMENT:** MENTAL HEALTH **GRADE:** 8

**JOB SUMMARY**: Under the supervision of a Program Coordinator, this position serves as A Wraparound Coordinator for consumers (birth to 21) who are diagnosed with a mental illness and meet appropriate criteria for the service. This position coordinates the delivery of therapeutic treatment and community support as a member on treatment teams participating in the development and implementation of person-centered treatment plans. Ensures that consumers access the internal and external treatment services and community-based social services required for achievement of treatment goals and maximum independent functioning.

## **ESSENTIAL JOB FUNCTIONS:** The essential functions of this position include, but are not limited to, the following:

- 1. Receives consumer case referrals and conducts interviews to obtain necessary information to complete assessments of consumers' needs and community/natural support systems.
- 2. Develops plan of service with consumers and parents/guardians detailing the specific services the consumer will participate in including health, personal development, school, work, and family related services.
- 3. Coordinates and facilitates consistent wraparound meetings to discuss, collaborate, and plan with consumer/family for programs and progress identified in the treatment plan.
- 4. Assists consumers/families during emergency situations by determining needs and coordinating with the Crisis Team for placement into hospitals or other medical clinics if necessary.
- 5. Monitors implementation of the plan of service for each assigned consumer. This includes providing regular follow-up and monitoring services related to plan goals, objectives, and planned interventions and completing periodic reviews, required assessments and status reports.
- 6. Assures adherence to all rules and regulations of the Department of Health and Human Services, CARF, Seriously Emotionally Disturbed Waiver, and Wraparound Rules.
- 7. Coordinates services and may attend appointments for consumers among all involved agency personnel as defined by the established treatment plan in areas such as housing, legal, clothing, medical/psychological care, social security, utilities, education, etc.
- 8. Participates with therapists and other specialists in obtaining psychosocial information and developing reviewing, and modifying the treatment plan to improve individual behaviors, life and social skills, and recovery from traumatic life events.
- 9. Uses a computer to maintain complete, detailed, secure, confidential case records consistent with Department of Community Health standards, agency procedures and requirements of third-party funding sources.
- 10. Complies with recipient rights reporting requirements established by the Community Health Code and procedures of the Community Health Services Board.
- 11. Assists respective supervisor(s) in evaluating the effectiveness of current programming and makes suggestions for improvements.
- 12. Explains, initiates, and explains respite program and self-determination program to families, staff, fiscal intermediaries, quality improvement, community organizations and other parties.
- 13. Other duties as assigned.

#### REQUIRED KNOWLEDGE AND SKILLS:

1. Good working knowledge of mental illness, developmental disabilities and current supports and services coordination theory and practice for individuals with mental health concerns and developmental disabilities.

- 2. Good working knowledge of the principles and practices of medical record documentation and medical records management. Ability to produce timely clinical notes.
- 3. Good working knowledge of behavioral modification protocols, practices, and techniques.
- 4. Thorough working knowledge of professional standards of practice and ethics.
- 5. Good working knowledge of public and private services and community resources available to the mentally ill and developmentally disabled populations.
- 6. Understands and can apply a collaborative approach to both intra-agency and interagency relationships.
- 7. Shows dignity and respect for mental health consumers and interacts with consumers with warmth and competence.
- 8. Ability to provide quality assessments of individuals.
- 9. Shows willingness to learn and use new skills and takes regular advantage of internal and external training and staff development opportunities and resources.
- 10. Knowledge-based competencies in person-centered planning.
- 11. Computer literacy and working knowledge of word-processing, spreadsheet, database and other necessary software programs.
- 12. Good communication skills, verbal and written.

#### REQUIRED EDUCATION, TRAINING, AND EXPERIENCE:

Bachelor's degree in a human services discipline is required. Two years of relevant experience in a mental health agency is preferred. Must be trained in Wraparound model and complete 24 hours child specific training annually.

#### **CERTIFICATIONS AND LICENSES:**

Possession of a valid Michigan driver's license required. Prefer this individual will possess or obtain State of Michigan licensure as a Licensed Bachelor's Social Worker or Limited Licensed Bachelor's Social Worker.

#### PHYSICAL REQUIREMENTS:

Must be able to access consumers at various locations.

#### **WORKING CONDITIONS:**

Works in office and community location (homes, schools, etc.). Travels throughout the area to attend meetings and access consumers in the community and in their homes.

#### **OTTAWA COUNTY**

TITLE: MENTAL HEALTH SPECIALIST EMPLOYEE GROUP: GROUP T

(SUPPORTS COORDINATION) **DEPARTMENT:** MENTAL HEALTH **GRADE:** 8

**JOB SUMMARY**: Under the supervision of a Program Coordinator, this position serves as a Supports Coordinator for OCCMH consumers (birth to 21) who are diagnosed with an Autism Spectrum Disorder. This position assists youth and their families with accessing appropriate supports and services. As well, this position holds responsibility for assuring self-determination services are carried out appropriately for consumers within OCCMH. To do so this staff position will work with CMHOC staff, providers and fiscal intermediaries.

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

- 1. Receives consumer case referrals and conducts interviews to obtain necessary information to complete assessments of consumers' needs and community/natural support systems.
- 2. Develops plan of service with consumers and parents/guardians detailing the specific services the consumer will participate in including health, personal development, school, work, and family related services.
- 3. Monitors implementation of the plan of service for each assigned consumer. This includes providing regular follow-up and monitoring services related to plan goals, objectives, and planned interventions and completing periodic reviews, required assessments and status reports.
- 4. Assures adherence to all rules and regulations of the Department of Health and Human Services, and CARF.
- 5. Coordinates services for consumers among all involved agency personnel as defined by the established treatment plan in areas such as housing, legal, clothing, medical/psychological care, social security, utilities, education, etc.
- 6. Enhances community understanding and acceptance of developmentally disabled individuals and promotes mental health services through community presentations to civic and community agencies and other interested groups, as appropriate.
- 7. Uses a computer to maintain complete and detailed case records consistent with Department of Community Health standards, agency procedures and requirements of third-party funding sources.
- 8. Ensures that clinical documentation regarding consumers is kept secure and confidential and maintained consistent with Department of Community Health and Community Mental Health policies and procedures.
- 9. Complies with recipient rights reporting requirements established by the Community Health Code and procedures of the Community Health Services Board.
- 10. Assists respective supervisor(s) in evaluating the effectiveness of current programming and makes suggestions for improvements.
- 11. Explains respite program and self-determination program to families, staff, community organizations and other parties.
- 12. Maintains self-determination paperwork in coordination with fiscal intermediaries, quality improvement and other CMHOC staff.
- 13. Other duties as assigned.

#### **REQUIRED KNOWLEDGE AND SKILLS:**

- 1. Good working knowledge of autism spectrum disorders and current supports and services coordination theory and practice for individuals with developmental disabilities. Good working knowledge of trauma theory.
- 2. Good working knowledge of the principles and practices of medical record documentation and medical records management. Ability to produce timely clinical notes, assessments and treatment plans.
- 3. Good working knowledge of community resources.
- 4. Understands and can apply a collaborative approach to both intra-agency and interagency relationships.
- 5. Shows dignity and respect for mental health consumers and interacts with consumers with warmth and competence.
- 6. Ability to provide quality assessments of individuals.
- 7. Shows willingness to learn and use new skills and takes regular advantage of internal and external training and staff development opportunities and resources.
- 8. Knowledge-based competencies in person centered planning.
- 9. Computer literacy and working knowledge of word-processing, spreadsheet, database, and other necessary software programs.
- 10. Good communication skills, verbal and written.

#### REQUIRED EDUCATION, TRAINING, AND EXPERIENCE:

Bachelor's degree in a human services discipline is required. Two years of relevant experience in a mental health agency is preferred. Must be trained in Autism Benefit rules and complete 24 hours child specific training annually.

#### **CERTIFICATIONS AND LICENSES:**

Ideally this individual will possess or obtain State of Michigan licensure as a Licensed Bachelor's Social Worker or Limited Licensed Bachelor's Social Worker. Must qualify as a QIDP (Qualified Intellectual Disability Professional.) Possession of a valid Michigan driver's license required.

#### PHYSICAL REQUIREMENTS:

Must be able to access consumers at various locations.

#### **WORKING CONDITIONS:**

Works in office locations and day programing areas. Travels throughout the area to attend meetings and access consumers in the community and in their homes.

# Mental Health Program Supervisor – Substance Use Disorder (SUD)

**Class Title** 

Mental Health Program Supervisor

Class Code

2840

Salary

\$38.27 - \$49.74 Annually

#### **Job Description**

Under the general direction of the Executive Director of Community Mental Health and the Mental Health Board, develops, implements, and manages programs that provide quality behavioral health care services and resources to target populations within the county. Responsible for overall development, oversight and implementation of departmental budgets.

#### **Essential Job Functions**

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

- 1. Supervises management and clinical staff, including hiring and termination procedures, administering policies and procedures, reviewing and evaluating work performance, identifying training and development opportunities, and administering disciplinary actions.
- 2. Participates in long range organizational planning to provide innovative and cost-effective mental health services.
- Assures that all assigned programs comply with agency mission and values, as well as guidelines, procedures, and protocols established by the Department of Community Health, CMHOC Board, Recipient Rights, CARF, HIPAA, and other accrediting or regulatory agencies.
- 4. Participates in the development of the annual CMH operating, personnel, and capital budget proposals.
- 5. Monitors and adjusts program budgets on an on-going basis to ensure fiscal efficiency of assigned programs.
- 6. Manages and oversees various specific grants for SUD services.
- 7. Serves as a member of Executive Leadership team and serves as chair of committee(s) as assigned by Executive Director.
- 8. Interacts with LRE and CMHOC Board Members and with local and state politicians.
- Represents the Mental Health Director at inter-agency, community, and state meetings related to planning, development, and implementation of disciplinespecific services.
- 10. Directs and participates in the development of agency policies and procedures. Participates in the development of plans and strategies to increase the efficiency and cost-effectiveness of community- based SUD services.

- 11. Ensures assigned delivery service units operate within established quality standards. Directs and participates in the development and implementation of quality assurance protocols to ensure continuous improvement in the delivery of SUD services to customers.
- 12. Assists subordinate staff in responding to recipient rights issues and complaints in accordance with Chapter 7 of the Michigan Mental Health Code and MDCH Rule 325, Sec. 1430- 14306.
- 13. Identifies funding opportunities to support new and continuing SUD services and prevention, and directs and participates in the development and submission of funding proposals.
- 14. Serves on state-wide work groups and Ottawa County collaborative committees, representing the interests and resources of Community Mental Health.
- 15. Represents CMHOC executive leadership through public speaking and community educational events.
- 16. Ensures that all community mental health services staff comply with training and continuing education requirements for maintenance of licenses and accreditation.
- 17. Serves as an advocate for greater access to affordable, quality mental health care for the target population.
- 18. Prepares all required assessment, quality assurance, and operating and financial reports for the Board of Commissioners, Mental Health Board, MDCH and federal regulatory and funding sources.

#### Required Education, Training and Experience

Master's degree from an accredited institution in psychology, social work, or a related human services field with at least five (5) years of progressively responsible experience in community-based mental health programs, including at least two (2) years as a supervisor or manager and two (2) years in community mental health program development and administration.

For those supervising staff who work with children/adolescents, must have or attain certification as CAFAS/PECFAS reliable rater, and must complete 24 hours child-specific training annually.

For those supervising staff working with individuals with co-occurring mental illness and substance use disorders, CAADC required, CCS certification preferred.

Lived experiences with mental illness, developmental disabilities, or substance use disorders are valued.

#### **Licenses and Certifications:**

Must possess or obtain State of Michigan licensure as a Licensed Psychologist; Limited Licensed Psychologist; Licensed Master's Social Worker; or appropriate licensure or certification in a human services related field.

## Additional Requirements and Information Required Knowledge and Skills:

- 1. Thorough working knowledge and ability to effectively demonstrate the principles and practices of administration of community-based mental health services.
- 2. Thorough working knowledge and ability to effectively demonstrate managerial and supervisory principles and practices.
- 3. Thorough working knowledge of CMHOC departmental organization, procedures, and regulations.
- 4. Thorough working knowledge and ability to effectively demonstrate effective leadership techniques, problem solving, conflict resolution, and program development.
- 5. Excellent ability to effectively negotiate and resolve consumer and family/guardian conflicts/issues.
- 6. Thorough working knowledge and ability to effectively demonstrate the principles and practices of clinical assessment and diagnosis, and the DSM-5 criteria, as appropriate to the target population.
- 7. Thorough working knowledge and ability to effectively demonstrate mental health evidence-based practices and recovery principles or best and/or emerging best practices, as appropriate to the target population.
- 8. Thorough working knowledge of local, state, and federal health codes, statutes, rules, and regulations as they relate to the Community Mental Health system, including but not limited to the Medicaid Provider Manual, Michigan Mental Health Code, HIPAA, CARF, LRP Service Selection Guidelines, Title X and Recipient Rights.
- Thorough working knowledge of the major categories of psychiatric illness, substance use disorders, and developmental disabilities experienced by the consumer group served. Special expertise in the core service delivery area.
- 10. Thorough working knowledge and ability to effectively demonstrate professional standards of practice and ethics.
- 11. Thorough working knowledge and ability to effectively demonstrate the principles and practices of budget preparation and control.
- 12. Thorough working knowledge and ability to effectively demonstrate the principles and practices of medical record documentation and medical records management.
- 13. Thorough working knowledge and ability to effectively demonstrate strategic planning.
- 14. Thorough working knowledge of program assessment and quality assurance principles, practices, protocols and instruments.
- 15. Thorough working knowledge and ability to effectively demonstrate proposal development and grant writing principles and practices.
- 16. Excellent interpersonal community and public speaking skills and ability.
- 17. Ability and willingness to learn and use new skills and take advantage of internal and external trainings and staff development opportunities and resources.
- 18. Excellent verbal and written communication skills.
- 19. Computer literacy and working knowledge of word-processing, spreadsheet, database and project management software.

#### **Physical Requirements:**

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.

#### **Working Conditions:**

Work is typically performed in a normal office environment.

**Action Request** 



	Action Request
Committee:	Finance and Administration Committee
Meeting Date	: 02/07/2023
Requesting Department:	Human Resources
Submitted By	: Marcie Ver Beek
Agenda Item:	Innovation and Technology Personnel Request

#### Suggested Motion:

To approve and forward to the Board of Commissioners the request from IT to add one, 1.0 FTE full-time, benefited Network Administrator position at universal paygrade 15 for a total cost of \$131,738.

#### Summary of Request:

IT operations continues to grow as the organization evolves (improved security, working remote, leveraging new software solutions/frameworks/SaaS, and operating with a multi-cloud architecture). Over the past three years the number of servers supported by IT has grown by 43% (currently 491 servers). The number of active users has also grown over the past three years by 25% (currently 1328 users).

IT operations currently has three (3) full-time professionally certified Network Administrators - engineers who administer and maintain the network and servers. We are requesting a fourth FTE to assist with growth, access control responsibilities (AD/ACC), and daily administrative patching/security/upgrade responsibilities.

Financial Information:						
Total Cost: \$131,738.00	General Fund Cost:	\$131,738.00	Included in Budget:	Yes	✓ No	□ N/A
If not included in budget, recomme	ended funding	source:				
The approval of this motion authorizes a	an appropriation	n of Innovation and Techno	logy Fund Baland	ce for this p	oosition.	
Action is Related to an Activity W	/hich ls:	✓ Mandated	Non-Mandated		New	Activity
Action is Related to Strategic Pla	ın:					
Goal: Goal 4: To Continually Improve the County s Organiz	zation and Services.					▼
Objective: Goal 4, Objective 3: Maintain	and expand inve	stments in the human resource	es and talent of the	e organizatio	on.	<b>V</b>
Administration: County Administrator:	Recommende	ed Not Recom	mended	Without F	Recomme	ndation
Committee/Governing/Advisory Bo	ard Approval	Date:				

#### 2023 Estimated Costs per Deductions Employee Costs

Network Administrator Unclassified-Pay Grade 15

FTE		Wages	Benefits	TOTAL COST
	1.0000	81,185.00	50,553.36	131,738.36



## COUNTY OF OTTAWA

## New Position Request Form

Please print form and return to the Human Resources Department

Di	EPARTMENT: Innovation and Technology DATE REQUESTED: 11/18/2022
Po	OSITION TITLE: Network Admin (2726) ORG CODE: 63602280
<b>D</b> A	ATE NEEDED 12/15/2022
Cı	HECK 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
<b>G</b> I	ENERAL INFORMATION: Bargaining Unit/Benefit Group: 100-Unclass
2.	Pay Grade: U15
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 the additional funding for this position coming from, as well as the impact to the department. Please limit you response to a maximum of one page, double spaced.
	Attached.
	OST INFORMATION: dditional source of revenue (in percentage) to support this position.
Pre	ovide the revenue line to be amended if this position is approved:
Es	timated salary cost (including for the budget year: (department to request nount from H/R)
	timated fringe benefit cost for the budget year: (department to request amount om 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, indetection as follows: Item description, cost estimate, and	
None.	
Additional information:	
<ul> <li>equipment) will be entered by Fiscal Services integrated department will not be responsible for this portion.</li> <li>Please include all position information on this for that you submit for this position request should be committee members who may not be familiar with the committee of the committee of</li></ul>	• • • • • • • • • • • • • • • • • • • •
S <sub>IGNED</sub> : Paul Klimas	DATE: 11/18/2022
BUDGET DATA:  Fiscal Services Department Use Only	CONTROL #: Fiscal Services Department Use Only
Fiscal Services Department Use Only	riscal Services Department Use Only

#### **Action Request**



Committee: Finance and Administration Committee

Meeting Date: 02/07/2023

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda 2024 Budget Calendar Item:

#### Suggested Motion:

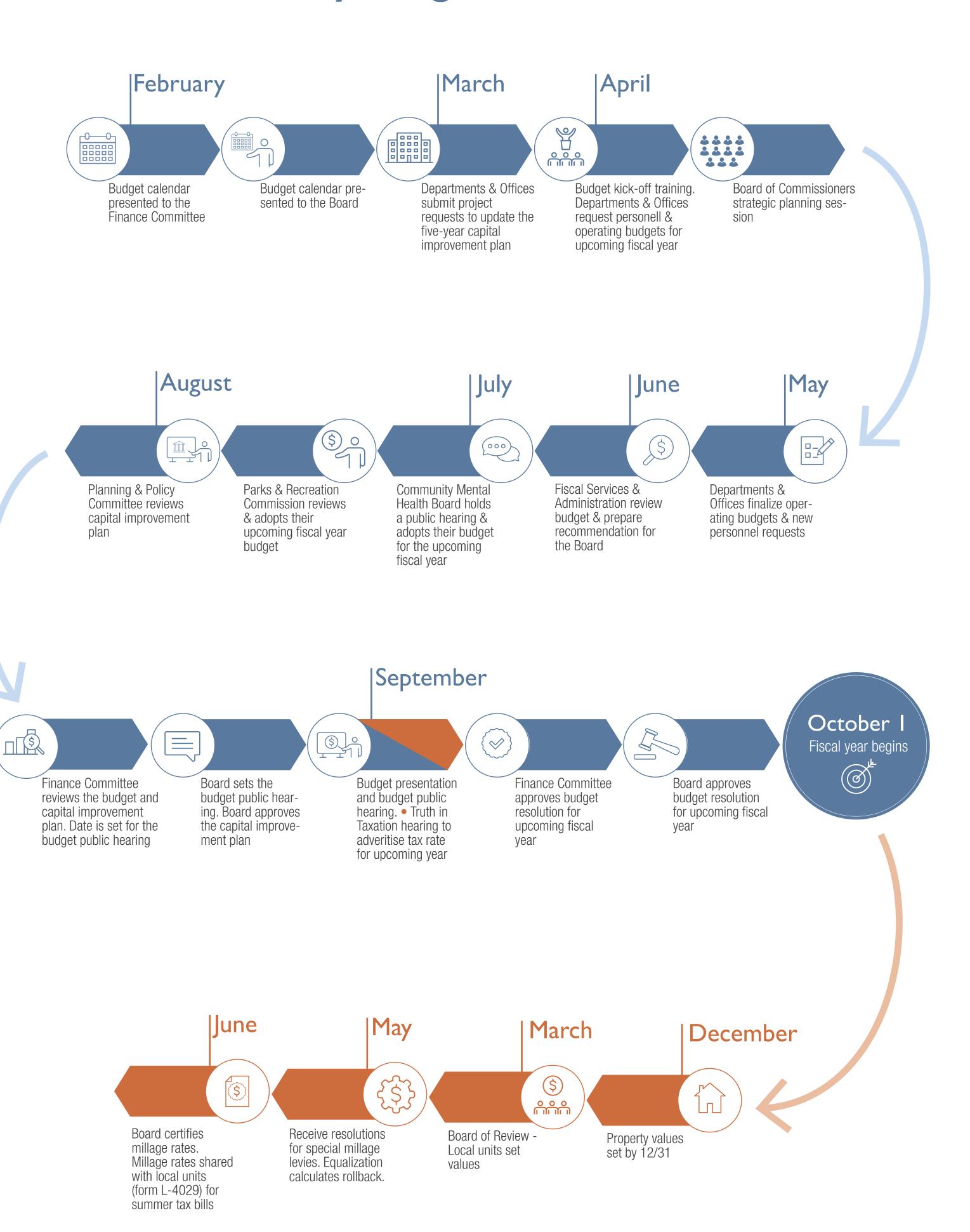
To approve and forward to the Board of Commissioners the 2024 Budget Calendar.

#### Summary of Request:

Annually, the Board is presented a budget calendar for consideration. The calendar is intended to outline key dates to provide guidance and structure to the process for all stakeholders.

Financial Information:						
Total Cost: \$0.00	General Fund Cost: \$0.0	00	Included in Budget:	Yes	☐ No	✓ N/A
If not included in budget, recommended funding source:						
Action is Related to an Activity V	Vhich Is: ✓	Mandated	Non-Mandated		New	Activity
Action is Related to Strategic Pla	an:					
Goal: Goal 1: To Maintain and Improve the Stron	ng Financial Position of the	e County.				
Objective:						
Goal 1, Objective 1: Maintain and i	mprove current processe	s and implement new strategies	to retain a balanced	budget.		
Goal 1, Objective 2: Maintain and i	mprove the financial posi	tion of the County through legisl	lative advocacy.			
Goal 1, Objective 3: Maintain or im	prove bond credit ratings					
Administration:	Recommended	☐Not Recomr	mended	Without F	Recomme	endation
County Administrator:						
Committee/Governing/Advisory Bo	pard Approval Dat	te:	_			

# Ottawa County Budget & Tax Rate Timeline



### **County of Ottawa Budget Calendar**

Fiscal Year 2024

February Budget Calendar presented to the Finance Committee

February Budget Calendar presented to the Board of Commissioners for approval

March Departments/Elected Officials submit capital project requests to update the

five-year capital improvement plan

April/May Operational budget kick-off with training. Department/Elected Officials

request 2024 operating budgets.

April/May Board Strategic Planning Session

May Departments/Agencies finalize 2024 Operating Budget Requests & 2024

New Personnel Request due

June/July Fiscal Services and Administration review budget and prepare

recommendation for Board of Commissioners

July Community Mental Health Board holds the Public Hearing and adopts the

2024 Community Mental Health Budget

July Parks and Recreation Board reviews and adopts the 2024 Parks Budget

August Planning and Policy Committee review the Capital Improvement Plan

August Finance Committee reviews the Recommended Budget and Capital

Improvement Plan. The Finance Committee sets a date for the Budget Public

Hearing

August Board sets the Public Hearing for the 2024 County Budget; Board of

Commissioners approve the 2024 CIP

September

1st Board Meeting Budget Presentation at Board meeting and Public Hearing

September

Finance Meeting Finance Committee approve the 2024 Budget Resolution

September

2<sup>nd</sup> Board Meeting Board of Commissioners adopts the 2024 Budget Resolution

October 1 Start of Fiscal Year

#### **Action Request**



	Action request
Committee:	Finance and Administration Committee
Meeting Date	: 02/07/2023
Requesting Department:	Fiscal Services
Submitted By	∵Karen Karasinski
Agenda Item:	FY23 Budget Adjustments

#### Suggested Motion:

To approve and forward to the Board of Commissioners 2023 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: \$906,029.00	General Fund Cost: \$0.00		Included in Budget:	✓ Yes	✓ No	□ N/A
If not included in budget, recomme	ended funding source:					
Action is Related to an Activity V	Vhich Is:	ed 🔲	Non-Mandated		New	Activity
Action is Related to Strategic Pla	an:					
Goal: Goal 1: To Maintain and Improve the Stron	ng Financial Position of the County.					
Objective						
Objective:	improve current processes and imple	mont now atratagios	to rotain a halanced	hudaat		
•		9		buuget.		
• •	improve the financial position of the	county through legisi	ative advocacy.			
Goal 1, Objective 3: Maintain or im				_		
Administration:	☐ Recommended		mended	]Without F	Recomme	endation
County Administrator:						
Committee/Governing/Advisory Bo	pard Approval Date:					

	Fund	Department	Explanation	Revenue	Expense
4-912	Governmental Grants	District Court Mental Health Court Grant	Budget for FY23 Mental Health Treatment Court (MHTC) program was entered during budget season last year. The final amount approved by the granting agency ended up being lower than projected. Distric Court decreased expenditures to accommodate the decrease in funding. Final award amount is \$97,850.  Grant Period - FY23	\$ (19,374)	\$ (19,374)
		Circuit Court - BJA Grant	Bureau of Justice Program grant (FY19 award) was extended for an additional year to allow the spend down of the remainding funds. The original budget forecast was less than actual amount to carryforward. Funding is used to expand capacity of the recovery court and enchance court services.	\$ 65,223	\$ 65,223
		Circuit Court - Office of Highway Safety Program Grant	Office of Highway Safety Program Grant was not awarded in FY23. Entry to remove available budget	\$ (46,280)	\$ (46,280)
		Circuit Court - Substance Abuse and Mental Health Services Admininistration Grant	SAMHSA (Substance Abuse and Mental Health Services Administration) grant not extended into FY23. Entry to remove available budget.	\$ (18,254)	\$ (18,254)
		Circuit Court - BJA Grant FY21 award	Bureau of Justice Program grant (FY21 award) is carried over into FY23. The original budget forecast was less than actual amount to carryforward. Funding will be used to scale up the drug court program's capacity; provide access to or enhance treatment capacity or other critical support services; enhance court operations; expand or enhance court services; or improve the quality and/or intensity of services based on needs assessments	\$ 535,819	\$ 535,819
		Circuit Court - Opioid, Methamphetamine, & Trauma Expansion and Response Program	Opioid, Methamphetamine, & Trauma Expansion and Response is a federally funded program. This program is currenty in year 2 of a 4 year grant award. The total grant award for FY23 is \$500,000 and we only budgeded \$212,330. This amendment increases the budget to the actual amount available.	\$ 287,670	\$ 287,670

	Fund	Department	Explanation		Expense
			Request to appropriate funding to complete the Behavioral Risk Factors		
			Survey and Community Health Needs Assessment in conjunction with		
			community health partners, including Corewell Health, Holland Hospital,		
			Trinity Health, United Way of Ottawa and Allegan County and Community		
			Mental Health. Ottawa County Department of Public Health actss as the		
			coordinator and fiduciary for the Community Health Needs Assessment.		
			Completion of this assessment is a federal requirement for many		
			healthcare organizations and is important for public health accreditation.		
			Total contract amount is \$163,800; the contribution from community		
			partners is \$101,225, Public Health's contribution is \$59,575, and		
4-595	Public Health	Health Department	Community Mental Health's contribution is \$3,000.	\$ 101,225	\$ 101,225

#### **Action Request**



Finance and Administration Committee
: 02/07/2023
Fiscal Services
∕: Karen Karasinski
Quarterly Financial Status Report

#### **Suggested Motion:**

To receive for information the detailed Financial Statements for the General Fund and Mental Health Fund, as well as a higher level summary for the Special Revenue Funds, through the end of the 1st quarter of Fiscal Year 2023.

#### Summary of Request:

The reports are distributed in department level detail for the year to date revenue and expenditure budgets and actual activity. The activity is summarized at the end of each report to reflect the total revenues, total expenditures, and fund balance.

Financial Information:						
Total Cost: \$0.00	General Fund Cost: \$0.00		Included in Budget:	☐ Yes	☐ No	✓ N/A
If not included in budget, recomme	ended funding source:					
Action is Related to an Activity W	Vhich Is: 🗸 Mandat	ied 🔲	Non-Mandated		☐ New	Activity
Action is Related to Strategic Pla	an:					
Goal: Goal 1: To Maintain and Improve the Stron	ng Financial Position of the County.					
Objective						
Objective:	improve current processes and imple	ament new strategies	to retain a halanced	hudaet		
• •	improve the financial position of the (	· ·		buuget.		
• •		Journey unrough legisl	alive advocacy.			
Goal 1, Objective 3: Maintain or im	<u>.                                    </u>			1,,,,,,		
Administration:	Recommended	∐Not Recomn	menaea	]Without F	recomme	naation
County Administrator:						
Committee/Governing/Advisory Bo	oard Approval Date:					





Fiscal Services Director

Myra Ocasio

Fiscal Services Assistant Director

Fiscal Services Department 12220 Fillmore Street West Olive, MI 49460

West Olive (616) 738-4847 Fax (616) 738-4098 e-mail: kkarasinski@miottawa.org mocasio@miottawa.org

**TO:** Finance and Administration Committee

FROM: Karen Karasinski, Fiscal Services Director

**SUBJECT:** Quarterly Financial Status Report

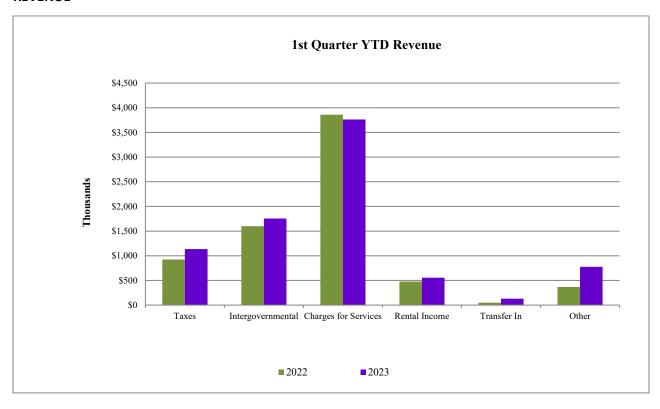
**DATE:** February 7, 2023

The first quarter of Fiscal year 2023 financial statements for the General Fund and Mental Health Fund as well as a summary for the American Recue Plan Act (ARPA) funds and the Special Revenue funds are presented for your review. The attached schedules provide a budget to actual comparison for these funds. This memorandum is an overview intended to highlight significant trends and activities as well as provide an opportunity to discuss variances and/or events outside of the normal course of business.

## General Fund 1st Quarter 2023, Period Ending December 31, 2022

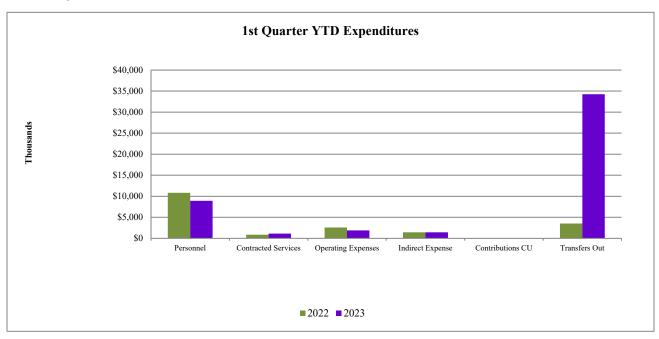
Period ending revenues and expenditures are on track with the budget for the General Fund.

#### **REVENUE**



- The tax revenue for the pass-thru levy for the Road Commission and Central Dispatch are billed in December, and generally received in December, January, and February. Property Taxes for County operating purposes are billed and generally received in July, August, and September.
- Intergovernmental revenue is primarily comprised of the state share revenue and grant revenue. It reflects an increase over last year due to multi-year grants that were not fully spent in FY22.
- Charges for Services revenue is primarily comprised of Indirect Administrative Services, Real Estate
   Transfer Tax and Miscellaneous Court Costs as well as Civil Infractions. The Indirect Administrative
   Services is an allocation of the central service departments expenses to all the internal departments of
   the county that are serviced.
- Rental Income represents the amounts charged to internal departments for the use of the facilities.
- Transfer In represents funds transferred to the General Fund from other funds.
- Other revenue is comprised of donations and reimbursements as well as fines and interest on investments. The large increase over last year is primarily due to an increase in Investment Interest.
- All other revenues are in line with budgeted projections.

#### **EXPENDITURE**



- There is a decrease in Personnel expenditures compared to this time last year. This is due to the use of ARPA funds for Public Safety personnel expenses. As directed by the Board, budgetary savings resulting from ARPA projects have been committed to support ARPA Taskforce recommendations or other Board initiatives. This also accounts for the significant increase in Transfers Out since the budgetary savings from the previous year were transferred to the Board Initiatives Fund.
- Overall, appropriations are within a reasonable and historical consistent range for this time of year.

#### AMERICAN RESCUE PLAN ACT (ARPA) UPDATE:

Below is a summary of the Loss Revenue that's been calculated for the ARPA funds along with the
eligible expenses that have been allocated for the projects approved by the Board

ARPA Allocation 56,684,656.00

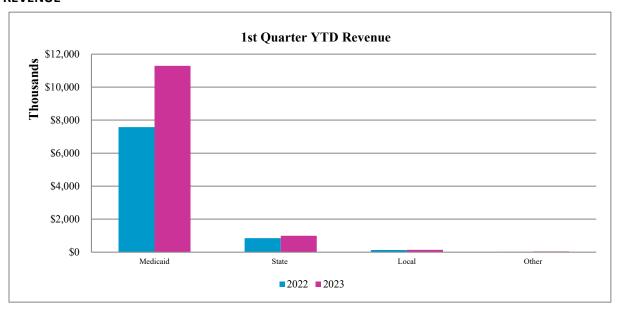
	Project Amount	Paid/Reported To Treasury	Balance
2020 Revenue Replacement (\$ 19,030,058)			
Public Safety Payroll	\$19,030,058.00	\$19,030,058.00	\$0.00
2021 Revenue Replacement (\$ 20,712,572)			
Public Safety Payroll	9,678,380.00	9,678,380.00	-
Court Services	6,526,116.00	6,526,116.00	-
Prosecuting Attorney Services	2,946,358.00	2,946,358.00	-
Clerk Services	1,561,718.00	1,561,718.00	-
BizStream Academy Expansion	700,000.00		700,000.00
ODC Network-Childcare Slots	7,500,000.00		7,500,000.00
Earn & Learn Manuf. Career Fair	101,974.16		101,974.16
Total	\$48,044,604.16	\$39,742,630.00	\$8,301,974.16

Balance Remaining \$8,640,051.84

## Mental Health Fund 1st Quarter 2023, Period Ending December 31, 2022

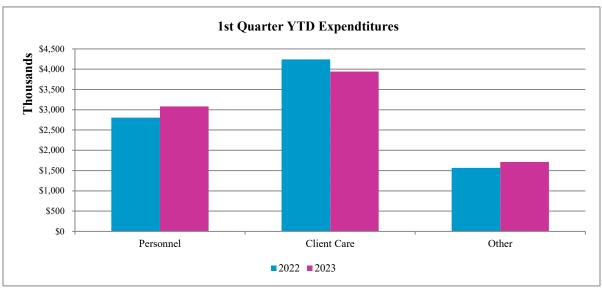
Mental Health revenues and expenditures are within budgeted projections through the first quarter.

#### **REVENUE**



 Medicaid revenue continues to increase compared to last year. This is due to the implementation of the new Certified Community Behavioral Health Clinic (CCBHC) program within the region. Other contributing factors include higher rates from the Lakeshore Regional Entity (LRE) plus changes in eligibility which have increased Medicaid membership.

#### **EXPENDITURES**



- Personnel expenditures show an increase from 2022 to 2023 due to anticipated staffing salary and benefit increases, and the addition of new positions as a result of new programs being implemented, for example the CCBHC program.
- The decrease in Client Care expenses over last year is primarily due to timing. A new billing software
  implemented in September has delayed the processing time. This is expected to level out as the year
  progresses.

## GENERAL FUND (1010) - INTERIM STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

Fiscal Year 2023, 1st Quarter ending December 31, 2022

(with comparative actual amounts for Fiscal Year 2022, 1st Quarter ending December 31, 2021)

(inter comp	arative actual amou		2023			202	22
	Original	Amended	Actual	% Difference	Difference	2022 Total at	Actual
	Budget	Budget	12/31/2022	from budget	from budget	12/31/2021	Unaudited
Revenues:							
Taxes	\$66,050,870	\$66,050,870	\$1,134,330	1.7%	(64,916,540)	\$924,820	\$60,487,158
Intergovernmental	12,342,135	13,010,014	1,755,688	13.5%	(11,254,326)	\$1,599,936	11,973,242
Charges for services	16,285,405	16,285,405	3,763,335	23.1%	(12,522,070)	\$3,857,636	15,902,987
Fines and forfeits	82,100	82,100	28,400	34.6%	(53,700)	\$17,132	113,882
Interest on investments	213,875	213,875	348,349	162.9%	134,474	\$16,125	376,487
Licenses and permits	372,191	372,191	64,434	17.3%	(307,757)	\$77,166	357,984
Rental income	2,525,774	2,525,774	555,215	22.0%	(1,970,559)	\$476,223	2,310,651
Other	562,422	661,622	334,873	50.6%	(326,749)	\$256,568	960,653
Transfers In from Other Funds	6,216,418	6,247,243	129,595	2.1%	(6,117,648)	\$50,694	4,703,061
Total revenues	104,651,190	105,449,094	8,114,219	7.7%	(97,334,875)	7,276,300	97,186,105
Expenditures by Function:							
Legislative (Commissioners) Judicial:	720,866	720,866	142,290	19.7%	578,576	158,186	670,310
20th Circuit Court	3,672,834	3,840,319	818,308	21.3%	3,022,011	772,087	2,197,803
58th District Court	8,842,654	8,842,654	1,913,844	21.6%	6,928,810	1,799,373	3,655,980
Probate Court	1,074,694	1,074,694	237,033	22.1%	837,660	194,907	609,750
Juvenile Services Division	1,783,831	1,833,732	405,227	22.1%	1,428,505	357,192	973,384
Circuit Court Adult Probation	159,670	159,670	33,983	21.3%	125,687	37,194	154,882
All other judicial	46,919	49,459	14,411	29.1%	35,048	19,215	44,083
	15,580,602	15,800,528	3,422,807	21.7%	12,377,720	3,179,968	7,635,883
General Government:							
Administrator	1,243,384	1,285,484	280,755	21.8%	1,004,729	235,484	1,057,599
Fiscal Services	2,217,583	2,214,833	420,296	19.0%	1,794,537	404,041	1,830,399
County Clerk	2,853,214	2,946,264	629,306	21.4%	2,316,958	530,816	904,204
Prosecuting Attorney	5,552,567	5,552,567	1,135,591	20.5%	4,416,976	1,157,158	2,255,470
County Treasurer	1,007,120	1,007,120	200,218	19.9%	806,902	214,219	946,984
Equalization	1,855,710	1,855,710	405,245	21.8%	1,450,465	396,249	1,725,411
Geographic Information Systems	615,303	615,303	138,540	22.5%	476,763	155,009	595,851
MSU Extension	420,278	420,278	34,975	8.3%	385,303	159,206	395,823
Facilities Maintenance	5,321,962	5,321,962	1,016,711	19.1%	4,305,251	862,857	4,254,866
Corporate Counsel	479,775	479,775	47,639	9.9%	432,136	763,802	1,032,062

## GENERAL FUND (1010) - INTERIM STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

Fiscal Year 2023, 1st Quarter ending December 31, 2022

(with comparative actual amounts for Fiscal Year 2022, 1st Quarter ending December 31, 2021)

		2022					
	Original Amended Actual % Difference Differ					2022 Total at	Actual
	Budget	Budget	12/31/2022	from budget	from budget	12/31/2021	Unaudited
General Government continued:		_			_		
Register of Deeds	828,373	834,388	171,399	20.5%	662,990	183,026	786,974
Human Resources	1,427,508	1,427,508	296,469	20.8%	1,131,039	234,549	1,110,377
Water Resources Commissioner	1,238,544	1,238,544	279,442	22.6%	959,102	237,759	1,023,515
All other general government	164,433	187,183	84,622	45.2%	102,560	80,973	138,557
	25,225,753	25,386,919	5,141,208	20.3%	20,245,711	5,615,148	18,058,090
Public Safety:							
Sheriff	15,582,980	15,666,280	1,862,282	11.9%	13,803,998	3,159,982	2,854,362
Central Dispatch	6,036,929	6,036,929	3,629	0.1%	6,033,300	29,192	5,708,138
Jail	12,186,363	12,186,363	1,724,728	14.2%	10,461,634	2,580,301	3,285,447
All other public safety	2,839,281	2,839,281	499,223	17.6%	2,340,059	481,650	2,529,800
	36,645,554	36,728,854	4,089,862	11.1%	32,638,992	6,251,125	14,377,748
Public Works							
Public Works (drain assessments)	414,700	414,700	0	0.0%	414,700	210,620	370,042
Road Commission	6,857,142	6,857,142	4,133	0.1%	6,853,009	33,329	6,482,535
Health & Welfare							
Substance Abuse	548,475	548,475	2,136	0.4%	546,338	0	548,475
All other health & welfare	778,198	778,198	101,067	13.0%	677,131	83,623	706,134
Community & Economic Development	1,677,075	2,188,294	430,554	19.7%	1,757,740	200,992	1,587,856
Other Expenditures	1,067,726	905,038	55,713	6.2%	849,325	36,746	220,476
Transfers Out to Other Funds	16,344,803	46,621,091	34,247,620	73.5%	12,373,471	3,518,134	24,309,615
Total General Fund Expenditures	105,860,893	136,950,104	47,637,390	34.8%	89,312,713	19,287,870	74,967,164
Net change in fund balance	(1,209,703)	(31,501,010)	(39,523,172)		(8,022,162)	(12,011,570)	22,218,941
Fund balance, beginning of year	48,724,806	48,724,806	48,724,806		0	34,002,311	26,505,865
Fund balance, end of year	47,515,103	17,223,796	9,201,635		(8,022,162)	21,990,741	48,724,806
				•			

## MENTAL HEALTH (2220) - INTERIM STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

Fiscal Year 2023, 1st Quarter ending December 31, 2022 (with comparative actual amounts for Fiscal Year 2022, 1st Quarter ending December 31, 2021)

			2023			20	22
	Original	Amended		Actual as a		2022 Total at	Actual
	Budget	Budget	Actual	% of Budget	Variance	12/31/2021	Unaudited
Revenues:							_
Intergovernmental	\$48,311,644	\$48,331,944	\$12,335,667	25.5%	(\$35,996,277)	\$8,435,458	\$48,766,420
Charges for services	242,400	242,400	36,694	15.1%	(205,706)	790	48,467
Interest on investments	61,852	61,852	10,235	16.5%	(51,617)	-	28,710
Rental income	-	-	910	0.0%	910	-	4,550
Other	49,000	52,410	7,630	14.6%	(44,780)	6,571	57,860
Transfers In from Other Funds	794,098	794,098	123,525	15.6%	(670,574)	131,548	532,086
Total revenues	\$49,458,994	\$49,482,704	\$12,514,661	25.3%	(\$36,968,043)	\$8,574,366	\$49,438,093
Expenditures:							
Salaries	\$8,791,550	\$8,802,260	\$1,917,169	21.8%	\$6,885,091	\$1,725,699	\$8,017,180
Benefits	4,962,876	4,970,876	1,185,227	23.8%	3,785,649	\$1,103,784	4,532,057
Supplies	273,975	279,025	18,229	6.5%	260,796	\$16,111	193,333
Contracted Services	32,553,200	32,558,321	5,051,024	15.5%	27,507,297	\$5,314,388	34,679,917
Operating Expense	999,968	998,297	118,851	11.9%	879,446	\$95,712	734,424
Maintenance & Repair	31,255	31,455	6,098	19.4%	25,357	\$3,295	21,079
Utilities	168,400	164,700	27,245	16.5%	137,455	\$31,563	129,299
Insurance	466,552	466,552	110,964	23.8%	355,588	\$54,654	324,979
Indirect Expense Transfers Out to Other Funds	1,211,218	1,211,218 0	302,804	25.0%	908,414	\$271,113	1,084,440 0
Total Expenditures	\$49,458,994	\$49,482,704	\$8,737,611	17.7%	\$40,745,093	\$8,616,319	\$49,716,708
Net change in fund balance	-	0	3,777,050		3,777,050	(41,952)	(278,615)
Fund balance, beginning of year	756,457	756,457	756,457		-	490,411	1,035,072
Fund balance, end of year	\$756,457	\$756,457	\$4,533,507		\$3,777,050	\$448,459	\$756,457

## COUNTY OF OTTAWA Fiscal 2023

	Original	Adjusted			Original	Adjusted			Budgeted Fund	
	Revenue	Revenue	Revenue	% of	Expenditure	Expenditure	Expenditure	% of	Balance Gain	Balance Gain
Special Revenue Funds	Budget	Budget	Actual	budget	Budget	Budget	Actual	budget	(Use)	(Use)
American Rescue Plan Act	-	2,306,857	2,306,857	100%	-	2,306,857	2,306,857	100%	-	-
Child Care	8,292,718	8,560,991	1,027,105	12%	8,292,718	8,560,991	1,922,820	22%	-	(895,716)
Concealed Pistol License	160,500	160,500	35,190	22%	101,026	101,026	16,833	17%	59,474	18,357
Department of Health & Human Services	61,440	61,440	15,360	25%	61,440	61,440	14,560	24%	-	800
Farmland Preservation	687,567	690,370	16,779	2%	687,567	690,370	247,990	36%	-	(231,211)
Federal Forfeiture	-	-	-	0%	4,000	4,000	-	0%	(4,000)	-
Friend of the Court	5,618,403	5,908,277	660,704	11%	5,618,403	5,908,277	1,531,224	26%	-	(870,520)
General Fund Board Initiatives	-	29,785,292	29,785,292	100%	-	34,020,606	15,935,539	47%	(4,235,315)	13,849,753
General Fund Cell Towers	214,288	214,288	49,805	23%	16,150	16,150	408	3%	198,138	49,397
General Fund DB/DC	4,470,380	4,470,380	-	0%	4,446,816	4,446,816	-	0%	23,564	-
General Fund Infrastructure	5,490	5,490	2,954	54%	125,000	125,000	125,000	100%	(119,510)	(122,046)
General Fund Solid Waste Clean-Up	22,718	22,718	8,849	39%	-	-	-	0%	22,718	8,849
General Fund Stabilization	-	-	-		-	-	-	-	-	-
Homestead Property Tax	5,410	5,410	182	3%	1,760	1,760	-	0%	3,650	182
Landfill Tipping Fees	2,176,100	2,176,100	87,388	4%	2,457,230	2,457,230	155,019	6%	(281,130)	(67,631)
Mental Health Millage	7,984,192	8,970,339	2,009,357	22%	8,526,560	10,391,847	3,843,116	37%	(1,421,508)	(1,833,759)
Mental Health Substance Use Disorder	5,099,885	5,070,096	882,512	17%	5,099,885	5,070,096	526,709	10%	-	355,803
Other Governmental Grants	4,207,480	5,307,584	(30,742)	-1%	4,207,480	5,307,841	602,848	11%	(257)	(633,590)
Parks & Recreation	6,003,704	6,009,704	507,880	8%	7,012,269	7,465,969	992,216	13%	(1,456,265)	(484,335)
Public Defender's Fund	4,525,525	4,525,525	1,354,804	30%	4,525,525	4,525,525	1,053,742	23%	-	301,062
Public Health	13,012,691	17,741,776	5,303,104	30%	15,258,827	18,516,167	3,837,466	21%	(774,391)	1,465,638
Register of Deeds Technology	279,078	279,078	49,962	18%	327,429	354,429	62,055	18%	(75,351)	(12,093)
Sheriffs Contracts	10,794,553	10,794,553	2,550,600	24%	10,675,523	10,675,523	2,369,385	22%	119,030	181,214
	<u> </u>	•			ſ	•				
Debt Service Funds	7,447,083	7,447,083	5,423,390	73%	7,447,083	7,447,083	5,350,288	72%	-	73,102
						•				
Capital Projects Funds	11,597,549	36,230,188	8,312,972	23%	13,216,731	40,198,014	1,044,251	3%	(3,967,826)	7,268,721
Building Authority Capital Projects	-	2,000,000	165,146	8%	-	27,551,782	2,680,052	0%	(25,551,782)	(2,514,907)



Patrick B. Waterman
Deputy County Administrator

Regina MacMillan Executive Assistant

Date: February 2, 2023

To: Finance & Administration Committee

From: Patrick Waterman

Subject: ARPA Project Overview Discussion

In preparation for your upcoming discussion on the County's American Rescue Plan Act (ARPA) project initiatives, please find the following attached supporting materials that were prepared by staff:

- a. A 1-page "bucket infographic" that depicts how the nearly \$57M in ARPA funds received by Ottawa County were assigned and distributed by the County Board of Commissioners on November 22, 2022.
- b. A 22-page ARPA Projects Visual Guide that provides a summary of each committed ARPA project/initiative including its authorized amount, contractual status, and geographical area of impact in the County.
- c. A 1-page ranked summary of the total allocated ARPA funds that were distributed to all Ottawa County local units of government. It is noted that these dollars were available for each local unit's use, at their own discretion.
- d. A 157-page ARPA background appendix including a complete timeline of the County's efforts on the ARPA distribution, ARPA Task Force member names and meeting agendas, information on the bucket managers, ARPA community survey results, community-submitted project ideas and more.

It is our hope that this information will help to inform you on the history and details of the County's ARPA distribution efforts. In the future, there will be opportunities to discuss and make decisions on how to assign and utilize the remaining ARPA funds (which are estimated to increase). Paul Sachs is planning to present on this information at your meeting. In addition, all three bucket managers will be in attendance in the event there are any project-specific questions that you might have. Feel free to call either Paul or me in the meantime if you have any questions.

Finally, I would like to recognize and thank staff for helping me to assemble this information.



#### **Business Stabilization**

GRCC MI Reconnect | \$506,493 LAUP Workforce Development | \$799,000 \*BizStream Academy | \$0 \*Earn & Learn Career Fair | \$0 Guidehouse Consulting Contract | \$80,188 Bucket Manager Contract | \$68,688

TOTAL | \$1,454,369

\*Project deemed ineligible

Bucket Manager Lakeshore Advantage | Jennifer Owens



#### Affordable Housing

Dwelling Place | \$2,000,000 Samaritas | \$1,500,000 Revolving Loan Fund | \$10,000,000 Bucket Manager Contract | \$100,000

TOTAL | \$13,600,000

#### **Bucket Manager**

Greater Ottawa County United Way - Housing Next | Ryan Kilpatrick



#### County Initiatives

Healthy Food Access | \$486,675
Crime Victim Fund | \$1,000,000
Electronic Roll Call | \$100,000
Farmland Protection | \$1,000,000
Medicaid Reimbursement | \$1,507,178
County Parks Initiatives (3) | \$6,306,000
Shooting Range HVAC | \$395,000
DHHS Roof | \$350,000
20th Circuit Court Portal | \$20,000
Inflation Relief Payment | \$4,583,111
Loyalty Payment | \$392,340
Eviction Prevention | \$2,000,000
Allocated CIP Reserve | \$5,000,000

TOTAL | \$23,140,304



#### **Broadband Initiative**

Graybar | \$46,965 Allocated Reserve | \$7,500,000

TOTAL | \$7,546,965



#### Social/Human Services

Reach for Recovery | \$337,500 Children's Advocacy Center | \$211,750 GRCC Direct Care Certification | \$350,000 Childcare Centers | \$7,500,000 Mental Health Professionals | \$1,000,000 Guidehouse Consulting Contract | \$750,000 Bucket Manager Contract | \$45,000

TOTAL | \$10,194,250

#### Bucket Manager

Greater Ottawa County United Way - Care Ottawa County | Randy Kortering



### Remaining ARPA Funds

\$748,778

# ARPA PROJECTS



## A VISUAL GUIDE



Social/Human Services Page 2-6



**Affordable Housing** Page 7-9



Business Stabilization Page 10-11



**Broadband** Page 12



**County Initiatives** Page 13-21



**Deemed Ineligible** Page 22



Bucket Goal: Address social and health disparities exacerbated by the pandemic

♦ This map symbol represents the general physical location of the organizations involved, and does not represent their service area.

#### CHILDREN'S ADVOCACY CENTER STAFFING EXPANSION | \$211,750

**WHO/WHAT:** Ed and Nancy Hanenburg Children's Advocacy Center (CAC), Holland, assists victims and families with child sexual abuse cases. CAC is the only agency in Ottawa County providing this service to child victims of sexual abuse.

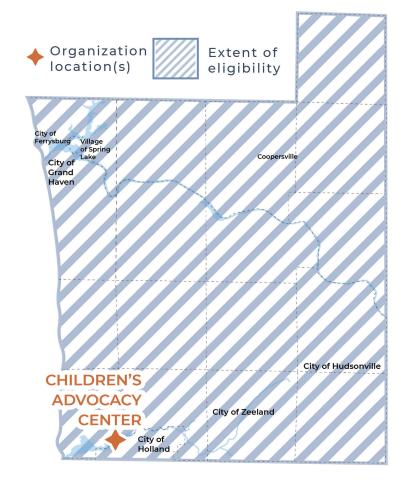
Contract fully executed?	Funds distributed?
Yes <b>√</b>	Yes <b>√</b> (In part, \$74,250)
No	No

**NEED:** The CAC is the only worksite in its jurisdiction to provide a multi-disciplinary approach to investigate, assess, and treat child abuse victims and their non-offending caregivers. Their services are provided at no cost and offered to all families residing in Ottawa County.

Because of the pandemic, CAC has a large backlog of cases. Each month CAC has to refer at least 15 children to other agencies because they do not have the staffing capacity.

**SERVES:** Sexual abuse victims and their families across Ottawa County.

**IMPACT:** Having highly skilled/highly trained mental health clinicians are imperative to the successful healing process when sexual abuse is present in a child's history. These funds will allow the organization to hire more staff to increase their capacity, allowing them to serve more children and families who are victims of abuse.





#### GRCC DIRECT CARE PROVIDER CERTIFICATION PROGRAMS | \$350,000

**WHO/WHAT:** Nonprofits Benjamin's Hope, Harbor House Ministries, Heritage Homes Inc., and MOKA Corp., in partnership with Grand Rapids Community College and Community Mental Health of Ottawa County. The four organizations work to care for those with developmental differences and/or mental illness.

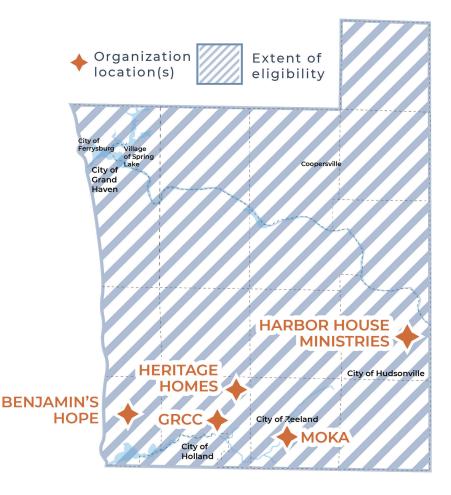


**NEED:** Direct Support Professionals have a critical role in the lives of people with intellectual and developmental disabilities. Ottawa County, like many areas, is facing a shortage of direct care workers who specifically serve adults with mental illness and developmental differences.

**SERVES:** Creates jobs for potentially any interested Ottawa County resident, helps organizations operating in Holland/Zeeland and Jenison areas.

**FUND BREAKDOWN:** Benjamin's Hope, \$55,920; Harbor House Ministries, \$103,294; Heritage Homes, Inc., \$103,294; MOKA Corporation,\$87,492

**IMPACT:** This pilot program will provide a certificate program for any interested Ottawa County residents to enter the direct care field. These four nonprofit care providers will employ a combined total of 40 eligible participants by sponsoring the cost of the GRCC certification.





#### ODC CHILDCARE, EARLY CHILDHOOD AND LEARNING CENTERS EXPANSION | \$7.5 MILLION

WHO/WHAT: Outdoor Discovery Center Network (ODC), the Ottawa Area Intermediate School District, and local businesses.



**NEED:** The Michigan League for Public Policy reports Ottawa County has "low capacity" for childcare, meaning there are 1.9 kids per available childcare slot and more programs for the 0-5 age group are needed.

The mission of the ODC Network (ODC) is to advance outdoor education and conservation in West Michigan. Alongside its conservation and restoration work, ODC operates three early childhood education program sites. Nearly 400 children receive preschool instruction, wrap-around care services, and full-time child care.

**SERVES:** Working Ottawa County parents in need of childcare. This project is expected to reduce the local gap in child care capacity by 10% over the next three years.

**IMPACT:** ODC Network will work to create 1,000 additional child care spots across the County by utilizing both local employer sites and licensed home-based child care services. ODC plans to accomplish this through a coalition of partners including the Ottawa Area Intermediate School District and local businesses:

- Stow Corp., with Hope College
- Shape Corp., Grand Haven
- NuWool Co., Georgetown Township
- Shops at West Shore, Holland Township
- · Gentex Corp., Zeeland Township

Organization Extent of location(s) eligibility SHAPE NUWOOL CO., INC. GENTEX CORP. City of Hudsonville SHOPS AT **WEST SHORE** City of Zeeland STOW CORP.

The total budget for this transformative project is \$37.5 million. Community partners and businesses are contributing 80% to this initiative. In other words, every dollar invested through ARPA directly leverages \$4 more dollars from the community.



#### **REACH FOR RECOVERY STAFFING EXPANSION | \$337,500**

WHO/WHAT: Reach for Recovery, a nonprofit provider of addiction treatment services throughout West Michigan.

Contract fully executed?	Funds distributed?
Yes <b>√</b>	Yes <b>√</b> (In part, \$200,000)
No	No

**NEED:** Reach for Recovery offers residential treatment and outpatient services, including Medication Assisted Treatment (MAT) for Opioid Use Disorder. This nonprofit treats more than 1,200 individuals and families each year at outpatient clinics in Holland and Grand Haven and residential facilities for men and women in Holland. They employ about 45 individuals, with 13 of those being graduate degree-level substance abuse clinicians.

Demand for treatment has never been greater. Drug overdose deaths have been on the rise nationally, increasing 29% in 2020 and 15% in 2021. Ottawa County itself lost 29 people to overdoses in 2021. Reach for Recovery is often the only resource in the County that accepts all clients, regardless of their ability to pay. Because of low Medicaid reimbursement rates, and Reach's decision to accept it as payment, it is difficult to generate funding for program expansion and/or stabilization.

**SERVES:** All County residents in need of addiction treatment services. The majority of Reach for Recovery's outpatient clients are either referred from and/or funded through Community Health of Ottawa County.

**IMPACT:** These funds will be used to expand its medication assisted treatment program and provide enhanced physical and mental health support for the 160 clients from across the region that receive treatment each year.

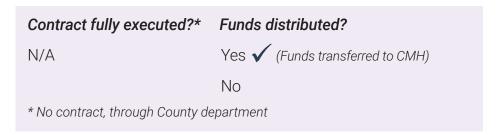




## **ARPA SOCIAL/HUMAN SERVICES PROJECTS**

#### MENTAL HEALTH PROFESSIONAL RECRUITMENT AND RETENTION FUND | \$1 MILLION

**WHO:** Group including Community Mental Health of Ottawa County (CMHOC), Holland Hospital, Pine Rest, InterCare, at least one more yet-to-be-determined care provider, all of which provide mental health care for Ottawa County residents.



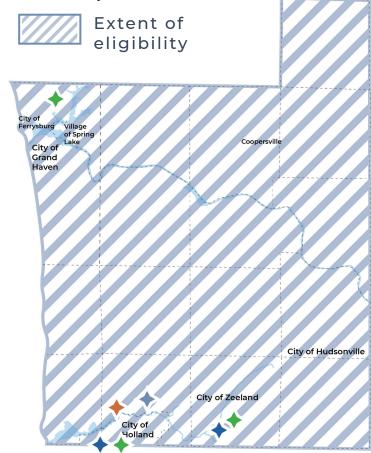
**NEED:** Accessing mental health care was already an issue prior to COVID because of a shortage of specialized psychiatric providers in Ottawa County. Post-pandemic, wait times for mental health counseling services can be four to six weeks. The wait is even longer for those who need the care of a psychiatrist, psychiatric physician's assistant or nurse practitioner who has the ability and expertise to prescribe and manage medication for severe mental health needs.

Compounding the problem is the fact that Ottawa County is competing with underserved communities that have access to state-level financial incentives for practitioners to move there. Ottawa does not score highly enough as a Health Professional Shortage Area (HPSA) to be eligible for programs such as the Michigan State Loan Repayment Program (MSLRP) and the MI Kids Now Loan Repayment Program.

CMHOC estimates an additional 8-10 psychiatrists in Ottawa County would decrease the wait time to receive psychiatric care.

SERVES: All County residents in need of mental health care

**IMPACT:** Community Mental Health (CMH) will create a fund to recruit and hire 6-10 new medical professionals to serve County residents. To select these professionals, CMH will create a practitioner committee made up of all listed partners.



- **♦** COMMUNITY MENTAL HEALTH
- ♦ HOLLAND HOSPITAL
- ◆ INTERCARE COMMUNITY HEALTH NETWORK
- ♦ PINE REST CHRISTIAN MENTAL HEALTH SERVICES
- **♦** TO BE DETERMINED



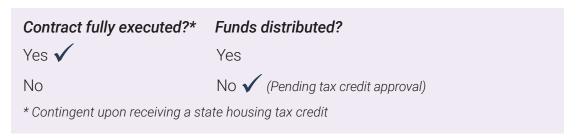
## ARPA AFFORDABLE HOUSING PROJECTS

**Bucket Goal:** Develop and deploy solutions to address the ongoing and well-documented affordable housing shortage in Ottawa County

→ This map symbol represents the general physical location of the development and does not represent their service area.

#### FIRST HOPE AT 10TH STREET APARTMENTS | \$2 MILLION

**WHO/WHAT:** Dwelling Place, a 501c3 nonprofit developer and property manager based in Grand Rapids, in partnership with Hope Church and First United Methodist Church of Holland



**NEED:** New investment in and around downtown Holland has brought many new businesses and dramatically raised property values. However, this success has come with an unintended consequence – many downtown workers find it increasingly difficult to find affordable housing. Recent housing data supports this: according the 2021 Bowen National Research Housing Needs Assessment for Ottawa County, downtown Holland needs at least 373 additional affordable rental housing units by 2025 to keep up with community needs.

**SERVES:** Lower-income individuals and families who are employed at downtown Holland businesses; a handful of adults with disabilities who are unable to work full-time; and Holland-area businesses.

**IMPACT:** This project will create 46 new affordable rental units in downtown Holland. Thirty-five of the 46 units will serve low-income single adults and/or families. Eleven will be reserved for adults with disabilities who are unable to work full-time. With a state housing tax credit allocation, the ARPA grant, and an approved payment in lieu of tax agreement from the City of Holland, this project is expected to be fully financially sustainable for 30 years.





# ARPA AFFORDABLE HOUSING PROJECTS

#### SAMARITAS AFFORDABLE LIVING OF SPRING LAKE | \$1.5 MILLION

WHO/WHAT: Samaritas, an affordable living nonprofit, in partnership with Pinnacle Construction and Chesapeake Community Partners

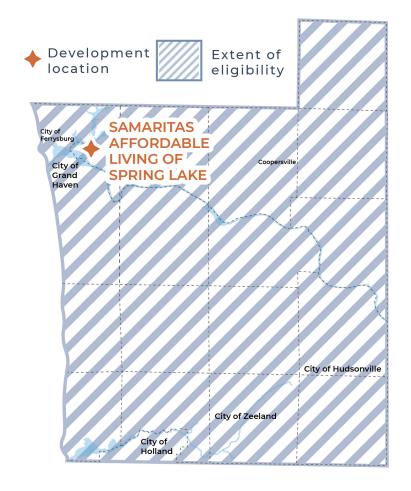


**NEED:** According to the 2021 Bowen National Research Housing Needs Assessment, the northwestern housing submarket (which includes Grand Haven, Spring Lake, and surrounding areas) needs 584 housing units by 2025. Seniors, in particular, face long waiting lists for housing in other area facilities, such as Evergreen Village of Spring Lake and Pinewood Place in Grand Haven. In order to be built, this project needs a tax credit from the state.

With increased construction material costs because of supply chain issues and interest rate hikes, it is unlikely this project could be built without ARPA funds. Both the village and the township of Spring Lake have already approved and recorded a PILOT (payment in lieu of taxes) ordinance for the property.

**SERVES:** Low-income families, seniors, those with special needs or other disabilities, and Native Americans in northwestern Ottawa County.

**IMPACT:** This project will create 53 new affordable housing units in the Village of Spring Lake for low-income families, couples, seniors, with eight reserved for those with special needs or other disabilities, and eight reserved for members or descendants of the Little River Band of Ottawa Indians. This investment creates a needed housing resource for 45 years.





## ARPA AFFORDABLE HOUSING PROJECTS

#### AFFORDABLE HOUSING REVOLVING LOAN FUND | \$10 MILLION

**WHO/WHAT:** Housing Next, a pilot program of the Greater Ottawa County United Way, which partners with local governments, developers and nonprofits to create affordable housing, in partnership with Ottawa County and a qualified Community Development Finance Institution.

**NEED:** Ottawa County grew 12% in the past decade, making it the fastest growing Michigan County. This growth has naturally put pressure on housing stock.

Additionally, dramatic shifts in the labor market and rapidly expanding work-fromhome opportunities

are

Sure on housing stock.

Contract fully executed?

Yes ✓

No

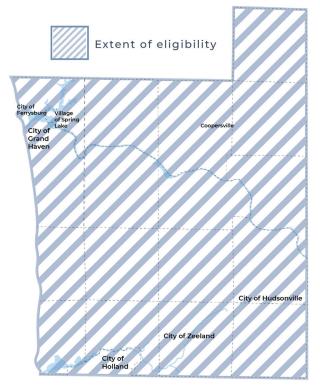
Funds distributed?

Yes ✓

No

compounding this issue. Housing Next estimates the County is in need of more than 15,000 housing units by 2025. Nearly 9,500 of those units are needed for households earning at or below the median income in the county. The private sector is not currently empowered to construct needed housing units at an affordable price point.

**SERVES:** All who potentially seek to live and work in Ottawa County, employers, developers seeking to build affordable housing in the County



IMPACT: Utilizing ARPA funds, Ottawa County will grant \$10 million to IFF, a 501(c3) nonprofit lender and designated Community Development Finance Institution (CDFI). IFF will operate and administer the Revolving Loan Fund. Coupling the initial \$10 million with \$23.3 million in matching funds, IFF will provide low-interest loans to developers, making affordable housing projects more feasible.

The ARPA funds serve as a 20-year loan at 0% interest. At the end of the 20-year investment period, the Ottawa County Board of Commissions can request all or a potion of the County funds can be returned to the County as outstanding loan balances are prepaid to IFF from borrowers. The County may also choose to reinvest all or a portion back into IFF for a second period of investment.

Housing Next estimates the initial \$33.3 million could potentially support more than 1,000 new units in the first round of funding.

As the principal balance on loans are returned to IFF, additional housing projects will be supported, creating a self-perpetuating fund.

As momentum builds for the RLF, the County anticipates other community organizations and businesses will likely invest in the fund, expanding its reach.



#### **ARPA BUSINESS STABILIZATION PROJECTS**

**Bucket Goal:** Create programs for businesses of all sizes hurt by the pandemic and provide workforce training that addresses current and future needs of area employers and employees

♦ This map symbol represents the general physical location of the organizations involved and/or project and does not represent their service area.

#### LAUP WORKFORCE DEVELOPMENT INITIATIVE | \$799,000

**WHO/WHAT:** Latin Americans United for Progress (LAUP), a Holland-based nonprofit that strives to help Latinos reach their highest

potential academically, financially, and socially; educational partners

partners such as Zeeland Adult Education, GRCC Contract fully executed?

Yes 🗸

No

Funds distributed?

Yes **√** (in part, \$345,000) No

Lakeshore Campus, and M-TEC; area employers; and other community-based organizations.

**NEED:** Access to talent is the leading barrier to growth for local employers. Therefore, identifying and training members of the population who are underemployed or unemployed is key to Ottawa County's economic success.

The Latino population in West Michigan continues to increase. Latinos account for 10% of the Ottawa County population, and 24% in the City of Holland. Latinos are



represented disproportionately in lower wage roles in the community. LAUP has deep relationships with Latinos and other populations that do not typically engage with traditional workforce agencies. Participants of all ethnicities will be invited to participate in the program.

**SERVES:** Unemployed and underemployed individuals in Ottawa County, area employers

IMPACT: LAUP's adult programs have historically focused on basic adult education such as GED, computer literacy, citizenship and English Second Language classes. With ARPA funds, LAUP will collaborate with other nonprofits, educational partners, West Michigan Works!, and area employers to create a Workforce Development Initiative.

This program will utilize the Outside In and Inside Up model and other evidence-based tools to increase the upward mobility and economic stability of underserved and low-income residents. With expanded capacity, LAUP will tailor classes to the needs of the local workforce and area employers.

A recent economic impact study from Lightcast suggests the economic impact of program includes creating more than 650 jobs and \$43.6 million increase in aggregated earnings in all of Ottawa County. Additionally, wage increases can lead to increased self-sufficiency and overall well-being.



## **ARPA BUSINESS STABILIZATION PROJECTS**

#### **GRCC MICHIGAN RECONNECT EXPANSION | \$506,493**

WHO/WHAT: Grand Rapids Community College - Lakeshore Campus, Holland Township

**NEED:** More than half – 53% – of Ottawa County residents over the age of 25 have little to no college experience (U.S. Census, 2021). Higher education is unattainable for many residents because of exponentially increasing costs: in-state tuition and fees at U.S. universities have risen 141% since 2002 (U.S. News & World Report). Those without college degrees struggle to earn a family-sustaining wage because traditionally higher paying production jobs which required only a high-school education have been replaced by "knowledge economy" jobs which require technical skills.

Created in 2021, the Michigan Reconnect Program exists to help this 25-and-older segment without a college degree by covering 100% of tuition costs at the resident tuition rate. Despite the fact that GRCC opened a new consolidated satellite campus in Holland in 2021, Ottawa County residents

Contract fully executed?\*

Yes

Yes

Yes

No **√** 

\* Contingent upon state education director approval

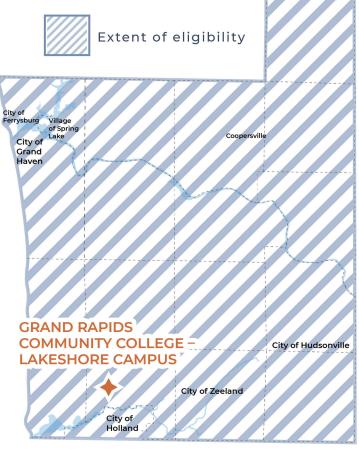
No

(in process, received state approval)

are currently not eligible for the Reconnect Program because most of the County is not part of a community college district.\* This means residents do not pay taxes to support GRCC.

**SERVES:** Ottawa County residents 25 years of age and older without a higher education degree; Ottawa County employers needing college-educated/credentialed applicants

**IMPACT:** These ARPA funds will allow GRCC to expand the reach of the Michigan Reconnect Program for low-income residents. GRCC has already identified at least 170 County residents who stand to benefit from the Reconnect Program. Having a population that is well-skilled and well-employed because of those skills will benefit the county by increasing its talent pool, which only strengthens the local economy.



\* Approximately 3% of Ottawa County residents qualify for in-district community college rates because they are within borders of a Kent ISD school district.



# **COUNTYWIDE BROADBAND INITIATIVE | \$7,546,965**

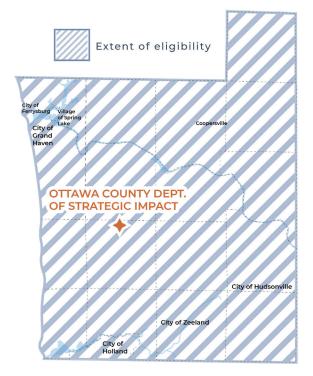
**Bucket Goal:** High-speed internet access remains inconsistent across Ottawa County. The County is working to establish universal access to broadband.

WHO/WHAT: Ottawa County
Department of Strategic Impact (DSI)

NEED: There's no denying high-speed internet is a necessity to conduct the business of modern life. Many of our citizens, however, have reported difficulties with high-speed internet. Residents report they either don't have access, their access is unreliable, or service is too expensive. These problems have persisted because of inaccurate FCC data that gives national providers and state and federal regulators the impression broadband service is available across the County. These inaccurate maps have delayed, and in some cases, disqualified the County from qualifying for grants to improve service.

To address this issue, DSI needed better data. Working with community partners, the County conducted a Broadband Data Collection Survey. This survey revealed 10.5% of County households do not have access to fixed (wired or wireless) high-speed internet. Furthermore, 26% of those with fixed broadband access it at speeds slower than the FCC's minimum broadband threshold.

Armed with the survey data, staff and partners are defining the actions necessary to address gaps in access, affordability, and



digital literacy throughout the County. ARPA funds ensure this initiative can quickly close the digital divide so many of our residents and businesses face.

**SERVES:** All County residents, businesses, the agricultural community, and schools

**IMPACT:** Momentum is building thanks to ARPA funds. The County hired GrayBar/Fujitsu, a logistics and data networking leader, to conduct a pre-engineering design

# Contract fully executed?\* Yes ✓ No \* Contract with Graybar/Fujitsu\* Funds distributed? Yes No ✓ (in process, design complete) \* \$46,965 paid to Graybar; remaining \$7.5 million held in reserve for Countywide initiative

for "middle-mile" broadband fiber lines. The end result will be a documented and executable network model the County can use as a blueprint to achieve improved connectivity. Staff also issued a Request For Information (RFI) to ISPs to formally identify companies that are willing to partner with the County, as well as a Request For Proposal (RFP) to identify tower companies interested in building wireless infrastructure utilizing the middle mile design. Armed with data, as well as partners willing to help build the network, staff will then be able to seek and secure grant funds, and bring in local contributions to deploy the Graybar/Fujitsu network design. If successful, staff are targeting fiscal year 2024 for construction of the necessary "middle mile" infrastructure.



**Bucket Goal:** Enhancing the delivery of cost-effective and impactful public services which support the needs of residents and businesses

This map symbol represents the general physical location of the organizations involved and/or project and does not represent their service area.

#### **OTTAWA COUNTY EVICTION PREVENTION PROGRAM | \$2 MILLION**

WHO/WHAT: Ottawa County 58th District Court, with locations in Grand Haven, Holland, and Hudsonville; and Good Samaritan Ministries.

Contract fully executed?	Funds distributed?	
Yes <b>√</b>	Yes <b>√</b> (partial, \$400,000)	
No	No	

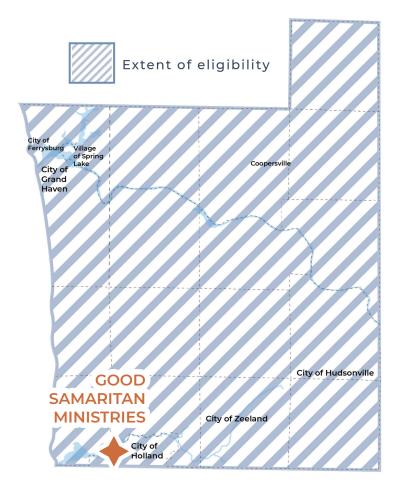
**NEED:** According to recent Census data, 7.9% of residents in Ottawa County live below the poverty line, and the average rental rate in the County is \$932/month, the highest of the surrounding counties. Using federal COVID Emergency Rental Assistance (CERA) Program funds, the 58th District Court and Good Samaritan organized an Eviction Prevention Program. In the first six months of the program, tenants from 369 different local businesses across several industries were kept housed.

Without the infusion of ARPA funds, the program would have ended once CERA Program funds were exhausted.

**SERVES:** All Ottawa County renters and landlords operating rental housing in the County.

**IMPACT:** Prevention programming and support services have shown to be highly effective in stabilizing housing for low-income residents. Stable housing is also critical for employers to retain a stable workforce.

ARPA dollars are allowing the program to develop an improved system that is privately funded and self-sustaining based off tenant repayment plans. This will ensure it will continue to help individuals and families avoid eviction.





#### 20TH JUDICIAL CIRCUIT COURT YOUTH CENTER YOUTH & PARENT PORTAL | \$20,000

WHO/WHAT: 20th Judicial Circuit Court – Family Division Juvenile Court, which is responsible for the legal resolution of delinquency cases, protecting public safety, and the rehabilitation of youth under court jurisdiction.

**NEED:** In 2021, Juvenile Court caseloads were up 12%. More of these juveniles are struggling with mental health and substance abuse issues. Currently the Juvenile Services' division uses a system called Youth Center to manage cases internally but is not accessible to the public.

To access the services and information they need, clients often have to physically visit the Juvenile Court in West Olive. Many have to miss work or school to come in for an appointment and have trouble obtaining transportation to and from court.

**SERVES:** Youth, parents, caregivers, and agencies navigating the juvenile court system, Ottawa County Juvenile Court.

### Contract fully executed?\*

N/A

\* No contract, through Courts

#### Funds distributed?

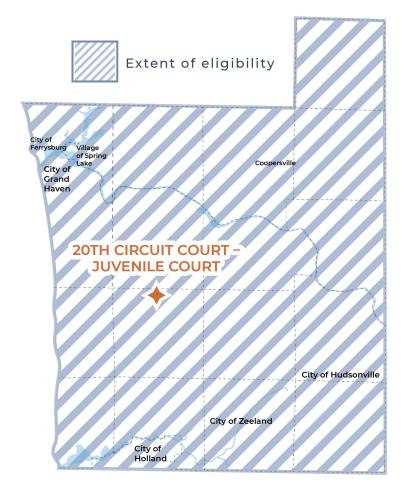
Yes ✓ (Funds transferred to Courts)

No

IMPACT: Expanding the Youth Center system to a publicly accessible portal will close access gaps and ensure the court is able to provide appropriate programming and court information to youth and their families/caregivers efficiently.

Once launched, the court estimates more than 300 juveniles would benefit from this platform.

Through the portal, clients will be able to access court, programmatic, and pertinent information related to their case online, 24/7. With remote access, many cases can be resolved sooner, reducing backlogs.





#### **ACCELERATING FARMLAND PROTECTION FUND | \$1 MILLION**

N/A

Yes 🗸

No

Contract fully executed?\*

\* No contract, through

Funds distributed?

County department

WHO/WHAT: Ottawa County Agriculture Preservation Board

**NEED:** Ottawa County's agriculture industry is a major economic driver, producing more than \$506 million in products annually and employing well over 9,000. But development pressures and a lack of new farmers means total farmland acreage is shrinking: we lost 8%

from 2012-2017 (Ag Census). Ottawa also consistently ranks in the top five agriculturally diverse counties in terms of products produced. With supply chain issues becoming more common, losing access to locally grown products threatens local food security and independence.

The cornerstone of the County's efforts to protect farmland is the Purchase of Development Rights Program (PDR), which has been used to leverage

\$3.3M to permanently preserve 728 acres of prime farmland. But interest far outpaces funding – the County has received applications to preserve over 4,500 acres to date.

Ottawa County landowners strongly support the program: in 2019, the County distributed a Farmland Preservation Survey to 1,636 County landowners; 408 responded. The results showed strong support for preservation: 82% said farmland loss is now or could be a problem and believed it is important to preserve farmland.

**SERVES:** Ottawa County farmers, the wider agriculture industry and the thousands who are directly or indirectly employed in the local agricultural industry, and the public.

**IMPACT:** No County monies are used to fund the PDR program; it is completely funded through a combination of state and/or federal



grants, private donations, and landowner contributions.

With ARPA funds, PDR efforts can be accelerated. Efforts can be put toward buying conservation easements in priority areas, such as locations known to have groundwater challenges. These additional funds will also enable staff to put more efforts into outreach and education to the seven townships that do not participate in the PDR program and encourage succession planning efforts.



#### **CRIME VICTIM'S ASSISTANCE FUND | \$1 MILLION**

WHO/WHAT: Ottawa County Prosecutor's Office

**NEED:** For many lower-income and disadvantaged individuals in Ottawa County, expenses associated with a crime can quickly mount beyond their ability to pay. Currently the Prosecutor's Office receives state funding for victims who face financial hardships directly related to a crime. The financial assistance is used for things such as relocation, security cameras, phone cards, medical costs related to injuries from an incident, headstones for homicide victims, gas/

food cards, and

more.

However, there is concern this funding is dwindling and

may eventually

Contract fully executed?\* Funds distributed?

N/A

Yes

No ✓ (pending)

\* No contract, through County department

be discontinued. For example, in 2022, the office received \$13,398 from the state. All but \$378 was spent in the first nine months of the year. For 2023, the County is receiving \$11,877.

In 2021, the Prosecutor's Office authorized and opened 2,127 victim crime cases. About 43% those cases are domestic violence, criminal sexual conduct and homicide – the case types that most often result in a financial need for victim(s)/victim(s) family.

**SERVES:** Victims of crimes in Ottawa County who face crime-related financial hardships

**IMPACT:** The ARPA funds will be used to establish a self-sustaining "Crime Victim Assistance Fund", in the form of a



non-endowment fund. Non-endowment funds allows an entity to make multiple withdrawals throughout the year. The funds will be in an interest-bearing account and allow for charitable donations from the public. These funds will allow the County to provide assistance to more victims when other funding sources have been depleted.

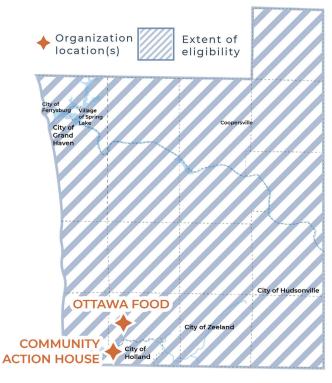


#### **FOOD EXCESS INTO HEALTHY FOOD ACCESS EXPANSION | \$468,675**

WHO/WHAT: Ottawa Food, a collaborative group of 45 West Michigan agencies housed at the Public Health Department office in Holland Township, and Community Action House

**NEED:** Food waste is a massive problem - the USDA estimates more than 30% of food in the U.S. isn't consumed. With approximately 9% of the Ottawa County population listed as 'food insecure' according to a 2019 Feeding America report, Ottawa Food and Community Action House (CAH) teamed up to create Lakeshore Food Rescue. Currently this collaborative pilot program works with grocery stores, corner markets, restaurants, and farmers to collect and redistribute food to Hollandarea residents in need. Just over the summer of 2022, more than 34,000 pounds of food was rescued from the Holland and Grand Haven Farmers Markets for the program.

At the height of the pandemic, Ottawa County food pantries were stretched thin – some provided three times more food relief than normal. Now, with inflationary pressures stretching more families' budgets, the need for food assistance has only increased.



**SERVES:** The 25,170 Ottawa County residents who are food insecure, 50-100 small businesses looking to reduce food waste

IMPACT: Ottawa Food and CAH will use ARPA funds to expand the Lakeshore Food Rescue (LFR) operation countywide. LFR will purchase two new food rescue vehicles, supplies for storing and transporting food, buy and set up an app, and hire three

# Contract fully executed?\* Yes ✓ No \*Contract with Community Action House Funds distributed? Yes ✓ (partial, \$195,000) No

additional staff members to assist in the expansion. CAH would be contracted to manage this expansion.

ARPA funds will be used to cover 100% of expansion costs the first year and 50% the second year. After this initial push, CAH will sustain countywide food rescue activities via CAH's own fundraising efforts.

By expanding the pilot, Ottawa Food estimates the program will provide recipients with wholesome food six days a week, adding up to 100,000 pounds of food each month. The estimated market value of 100,000 pounds (at the current national average of \$1.70 per pound) is \$170,000, or \$2 million per year.



#### **COUNTY PARKS INITIATIVES (THREE SEPARATE REQUESTS) | \$6.36 MILLION**

**WHO/WHAT:** Ottawa County Parks and Recreation Department's Idema Explorer Trail Projects (\$2 million), Ottawa Sands County Park improvements (\$3.4 million), Middle Macatawa Trail System Projects (\$906,000)

**SERVES:** The 296,200 Ottawa County residents, the millions who visit Ottawa County each year, and Ottawa County businesses

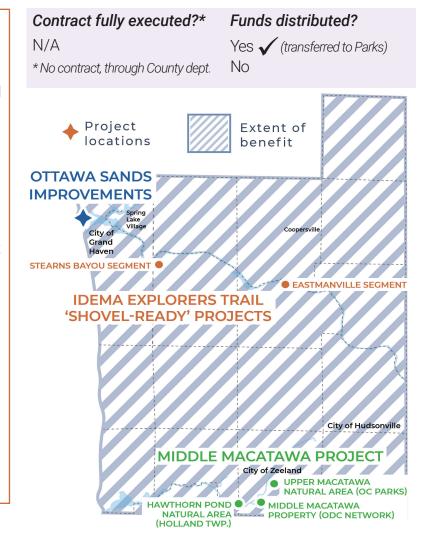
#### **IDEMA EXPLORERS TRAIL PROJECTS**

**NEED:** The Idema Explorers Trail is a 24-mile non-motorized trail project that is the most critical unfinished link in the Grand River Greenway Regional Pathway, which will ultimately connect Grand Haven to the Grand Rapids area and beyond. Recent spikes in the cost of construction materials threaten to stretch budgets and delay completion. Building shovel-ready sections will move the needle considerably and connect the trail to the Ottawa Sands County Park property.

IMPACT: ARPA funds will fast-track the completion of shovel-ready sections including the Bea Idema Eastmanville Legacy Segment and Stearns Bayou Connector. The Bea Idema segment will link the north side of Allendale Township and Eastmanville Bayou County Park with future Idema Trail segments and provide access to eastern sections of the Eastmanville Bayou, which is not readily accessible to the public. The Stearns Bayou Connector will link the Sgt. Henry E. Plant Memorial Grand River Bridge Non-Motorized Pathway and Spoonville Trail to the city of Grand Haven and eventually Ottawa Sands County Park.

Once completed, these specific segments will directly serve the communities along the Grand River from Allendale to northwest Ottawa County, which includes nearly 80,000 residents.

These parks improvements will be operated and maintained through funding from the Ottawa County Parks Millage.





#### **OTTAWA SANDS COUNTY PARK IMPROVEMENTS**

**NEED:** This 345-acre property just north of Grand Haven was purchased in 2019 by the parks department with the help of grants and funds raised by the Land Conservancy of West Michigan. A former sand mind, the park features over a mile of river frontage, an 80-acre lake, and dunes. The park is already popular, with 13,505 vehicle trips to the site in 2021. However, the park in its current state is not easily accessible to those with mobility issues. Trails are unimproved sand paths and the parking lot is gravel. The site's ecology is also in danger – past mining activity has caused serious shoreline and remnant dune erosion.

In 2021 the Ottawa Sands Master Plan was adopted, and it includes projects to ecologically restore the property and improve accessibility, including a paved drive, kayak launch, campground, modern restrooms and more.

Without the assistance of ARPA funds, some priority portions included within the master plan would be built, such as the paved entry drive and planned campground (because of a \$3.48 million gift from the Bill and Bea Idema Foundation). However, needed accessibility focused amenities may be delayed for years because of a lack of funding.

**IMPACTS**: ARPA funds will be used to jumpstart Phase I of the Master Plan, which includes accessibility and ecological restoration work previously mentioned. Once completed, the park will be operated and maintained through funding from the Ottawa County Parks millage.

Ottawa Sands has incredible potential to become a regional attraction for the entire Grand Rapids/Kentwood/Muskegon Combined Statistical Area (over 1.4 million residents), while ensuring access for the estimated 191,000 residents of the statistical area who are likely to have mobility issues.

#### MIDDLE MACATAWA PROJECT

**NEED:** The Middle Macatawa Project focuses on sections of publicly accessible properties along the Macatawa River east of I-196 including Holland Township's Hawthorn Pond Natural Area, the ODC Network's "Middle Macatawa" properties, and Ottawa County's Upper Macatawa Natural Area. Trails that pass through portions of these properties are part of the larger Macatawa Greenway, a network of pathways link the southeastern Ottawa County with Lake Michigan.

The three properties are near each other, but not completely linked. Additionally, the popular Hawthorn Pond and Upper Macatawa natural areas lack modern restrooms. Modern restrooms are some of the most requested facilities along the Macatawa Greenway.

Ottawa County Parks, Holland Township, and the ODC Network have developed a plan to completely link the properties with a new, 2.8-mile trail segment and build new restrooms. To complete this trail, new bridges and boardwalks are needed, and existing boardwalks will need to be repaired.

Without ARPA funds, this project would move forward, but at a much slower pace. The modern restrooms at Upper Macatawa would be postponed indefinitely.

**IMPACT:** ARPA funds would speed up the development of this new trail and construction of modern bathrooms at Upper Macatawa and Hawthorn Pond parks. These improvements will create a destination for all of southern Ottawa County and northwestern Allegan County, which includes over 210,000 residents.

Once completed, the Middle Macatwa trail and Upper Macatawa restroom will be operated and maintained through the Ottawa County Parks Millage. The Hawthorn Pond restroom and trailhead will be operated by Holland Township.

#### **MISCELLANEOUS PROJECTS**

# SHERIFF'S SHOOTING RANGE HVAC SYSTEM UPGRADE | \$395,000

WHO: Ottawa County Facilities Maintenance Department

**NEED/IMPACT:** These ARPA funds will be used to install a modern HVAC system at the Sheriff Department's indoor shooting range and training facility. The building was constructed without air conditioning.

To provide necessary ventilation during the summer months, exhaust fans are used, which causes condensation on the cooler cement floor, creating dangerously wet and slippery conditions.

A modern HVAC system will keep the floors dry by reducing humidity levels, creating a safer training environment for the County police force.

#### Contract fully executed?\*

N/A

\* No contract, through County department

#### Funds distributed?

Yes ✓ (funds transferred to Capital Improvement Fund)

No

# PUBLIC MEETING TECHNOLOGY FOR COUNTY CLERK/BOC | \$100,000

**WHO:** Ottawa County Clerk/Register of Deeds, Board of Commissioners (BOC)

**NEED/IMPACT:** These funds will be used to purchase a digital electronic voting system which allows the Board of Commissioners to perform roll call electronically, vote electronically, and access digital agendas all in one place. The app will provide added transparency and improve ease of access for board members, County employees who assist the Board, and the general public.

#### Contract fully executed?\*

N/A

\* No contract, through County department

#### Funds distributed?

No

#### DHHS ROOF REPAIR | \$350,000

WHO/WHAT: Ottawa County Facilities Maintenance Department

**NEED/IMPACT:** These funds would be used to repair the roof of the County Department of Health and Human Services Building in Holland Township. Repairing the deteriorating rubber roof now will save the County money in the long-term.

#### Contract fully executed?\*

N/A

\* No contract, through County department

#### Funds distributed?

Yes ✓ (funds transferred to Capital Improvement Fund)

No

#### **MISCELLANEOUS PROJECTS**

#### **OCDPH MEDICAID REIMBURSEMENTS** | \$1,507,178

WHO: Ottawa County

Department of Public Health (OCDPH)

NEED/IMPACT: OCDPH assists underserved and underrepresented adults, children and families with a variety of health-related services. Normally the OCDPH receives reimbursements for providing these services from the state Medicaid Cost Based (CBR) fund.

However, CBR payments are two years behind because of the pandemic. Because of the reduction in services caused by the pandemic, OCDPH is poised to lose \$1.5 million in revenue over the next two fiscal years.

With these ARPA funds, OCDPH will be able to ensure essential health services continue and avoid cuts.

#### Contract fully executed?\*

N/A

\* No contract, through County department

#### Funds distributed?

Ves ✓ (funds transferred to Health Fund)

No

#### **ALLOCATED CIP RESERVE | \$5 MILLION**

WHAT: Capital Improvement Projects (CIP) for Ottawa County

Contract fully executed?\*

Funds distributed?

N/A

Yes

\* No contract, through County department

No 🗸

#### **INFLATION RELIEF PAYMENT | \$4,583,111**

WHO: County Board of Commissioners, County employees

**NEED/IMPACT:** A \$4,583,111 expenditure was approved as a one-time payment to 1,200 county employees, including law enforcement officers, mental health professionals and other employees. This payment was to offset the record inflation of 8.2% for the 12 months ending September 2022.

Giving employees a one-time payment offers financial relief and facilitates employee loyalty without binding the County to the cost year after year as a wage increase would.

#### LOYALTY PAYMENT | \$392,340

WHO: County Board of Commissioners, benefited County employees

**NEED/IMPACT:** The County provides numerous essential services to the citizens of Ottawa County, which requires having a dedicated and professional workforce. Like many employers, the County over the past few years has experienced challenges in retaining employees due to the increasingly competitive job market.

To retain a quality workforce and maintain a high level of services, the County issued a one-time payment not to exceed \$2,000 to benefited employees. The total amount an individual received was prorated on the number of months an employee worked during the first two years of the pandemic. Benefited employees also received a one-time 2% wage increase, which was in line with what other comparable Michigan counties have done in recent years.

The majority of the pay adjustment costs were funded through vacancy savings from unfilled positions and other dedicated revenue sources. The \$392,340 in ARPA funds were used to cover the balance of the payment.



## ARPA INITIATIVES DEEMED INELIGIBLE

# BIZSTREAM ACADEMY EXPANSION | \$700,000\*

**WHO/WHAT:** BizStream Academy, a nonprofit that offers web development/coding classes for youth

**NEED/IMPACT:** Each summer, BizStream Academy offers several sessions introducing students to web development. Interest in the classes have continued to outpace available seats.

With ARPA funding, BizStream Academy can address current and future needs for skilled workers in computer science and technology fields by expanding web development/coding offerings, providing scholarships and equipment.

#### Contract fully executed?\*

Yes 🗸

No

\* Contingent upon verifying ARPA eligibility and completion of subrecipient agreement

#### Funds distributed?

N/A (deemed not eligible)

# WEST MICHIGAN WORKS! EARN AND LEARN CAREER FAIR | \$101,874\*

**WHO/WHAT:** West Michigan Works! brings federal and state workforce programs to the region, with the goal of preparing a skilled workforce.

**NEED/IMPACT:** Utilizing ARPA funds, the agency would organize a county-wide event for local employers to share information about career opportunities, open entry-level positions, tuition reimbursement programs, apprenticeship opportunities, and career paths for high school seniors. The program would run in perpetuity via employer contributions after the first year's costs are supported by ARPA funding.

#### Contract fully executed?\*

Yes **√** 

No

#### Funds distributed?

N/A (deemed not eligible)



For more information or to learn more about the project submittal and approval process, visit the ARPA website, **MiOttawa.org/ARPA**, call **616.738.4852**, or email **Plan@MiOttawa.org** 

<sup>\*</sup> Contingent upon verifying ARPA eligibility and completion of subrecipient agreement

## Ottawa County Local Unit ARPA Distribution

Local Unit	Total ARPA Distribution Amount
Holland City	\$8,453,519.00
Georgetown Charter Township	\$5,076,913.00
Holland Charter Township	\$4,065,882.54
Allendale Charter Township	\$2,806,814.60
Park Township	\$1,986,702.24
Grand Haven Charter Township	\$1,851,032.70
Spring Lake Township	\$1,325,694.20
Zeeland Charter Township	\$1,215,245.95
Grand Haven City	\$1,160,915.08
Jamestown Charter Township	\$935,394.70
Tallmadge Charter Township	\$875,599.21
Hudsonville City	\$772,191.91
Blendon Township	\$714,813.46
Robinson Township	\$633,933.59
Zeeland City	\$581,771.15
Olive Township	\$557,495.65
Port Sheldon Township	\$495,283.13
Crockery Township	\$484,564.09
Coopersville City	\$461,024.21
Wright Township	\$344,796.09
Ferrysburg City	\$318,208.64
Polkton Charter Township	\$274,491.73
Spring Lake Village	\$261,145.47
Chester Township	\$216,167.50

#### **ARPA Timeline**

- March 2021 ARPA Funding Announced: Ottawa County informed receiving \$56.6M in SLFRF Funding
- 6/8/2021 Board of Commissioners approved formation of the COVID-19 Ottawa County American Rescue Plan Act (ARPA) Advisory Committee [B/C 21-140]
- 7/30/2021 ARPA Advisory Committee assembled first meeting
- ARPA Committee meeting dates (7/30/2021, 8/23/2021, 9/9/2021, 10/14/2021, 11/11/2021, 12/9/2021, 1/13/2022, 3/10/2022, 5/12/2022, 6/9/2022, 8/11/2022, 9/8/2022, 10/13/2022, 10/24/2022)
- 12/14/2021 Board of Commissioners approved the proposed <u>Lenses for Project Evaluation</u>, Focus Areas, Flow Diagram [B/C 21-288]
- 1/19/2022 RFP released for ARPA Bucket Managers
- 2/10/2022 Dedicated ARPA webpage released
- 3/4/2022 3/9/2022 RFP Proposal Interviews Occurred Evaluation Summary
  - Lakeshore Advantage Interview
  - Housing Next Interview
  - o <u>Care Ottawa</u> Interview
- 5/17/2022 Finance & Administration Committee approve \$20,712,572 total on four ARPA Funding Projects [FC 22-055]
- 5/24/2022 Board of Commissioners <u>approves \$20,712,572 total on four ARPA Funding Projects</u> [B/C 22-119]
- 6/21/2022 Bucket Managers approved by Finance & Administration Committee and forwarded to the Board of Commissioners for approval [FC 22-067 thru FC 22-069]
- 6/28/2022 Bucket Managers Hired
  - Business Stabilization Bucket <u>Lakeshore Advantage</u> [B/C 22-140]
  - o Affordable Housing Bucket Housing Next/Greater United Way [B/C 22-141]
  - Social/Human Service Bucket Care Ottawa County/Greater United Way [B/C 22-142]
- 7/1/2022 Released <u>Public Survey</u> Regarding ARPA Funding
- 7/12/2022 Application released to Ottawa County Department Heads for requesting ARPA Funding under the <u>County Initiatives Bucket</u>
- July 2022 <u>General Ideas</u> Portal Created (weekly updates were sent to ARPA Advisory Committee through the end of September 2022)
- 8/4/2022 Closed Public Survey Regarding ARPA Funding

#### **ARPA Timeline**

- 8/16/2022 Results of the Public Survey Regarding ARPA Funding approved by Finance & Administration Committee and forwarded to the Board of Commissioners for approval [FC 22-087]
- 8/16/2022 First Four ARPA Funding Project approved by Finance & Administration Committee and forwarded to the Board of Commissioners for approval [FC 22-088 thru FC 22-091]
- 8/23/2022 Board of Commissioners accepted for information the <u>Results of the Public Survey</u> Regarding ARPA Funding [B/C 22-170]
  - o Open Ended Survey Responses
- 8/23/2022 First Four ARPA Funding Projects Approved
  - Affordable Housing <u>Dwelling Place</u> [B/C 22-171]
  - Affordable Housing Samaritas [B/C 22-172]
  - Countywide Broadband <u>Graybar</u> [B/C 22-173]
  - Affordable Housing <u>Eviction Prevention Program</u> [B/C 22-174]
- 10/25/2022 ARPA <u>Inflation Relief</u> Payment Approved [B/C 22-219]
- 11/22/2022 Board of Commissioners <u>Approved Twenty-Four ARPA Funding Projects</u> [B/C 22-249 thru B/C 22-275]
- 11/22/2022 Press Release regarding Approved ARPA Projects

#### **Action Request**



Committee:	Board of Commissioners
Meeting Date:	06/08/2021
Requesting Department:	Administration
Submitted By:	Al Vanderberg
Agenda Item:	COVID-19 American Rescue Plan Act Advisory Committee

#### Suggested Motion:

To approve the creation of the COVID-19 American Rescue Plan Act Advisory Committee.

#### Summary of Request:

Ottawa County is slated to receive nearly \$57 million in federal funding via the American Rescue Plan Act of 2021. The US Treasury Department website includes four primary purposes for use of the funds:

- 1) Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- 2) Replace lost revenue for eligible state, local, territorial, and tribal governments to strengthen support for vital public services and help retain jobs;
- 3) Support immediate economic stabilization for households and businesses; and
- 4) Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic.

We are considering five investment categories: County Organization – COVID-19 Operational; County Organization – Infrastructure; Community – Social-Human Needs; Community – Business/Economic Development; Community – Infrastructure

Financial Information:						
Total Cost: \$0.00	General Fund \$0 Cost:	0.00	Included in Budget:	☐ Yes	☐ No	V N/A
If not included in budget, recommended funding source:						
Action is Related to an Activity W	/hich ls: [	■ Mandated ✓	Non-Mandated		☐ New	Activity
Action is Related to Strategic Pla	ın:					
Goal: Goal 1: To Maintain and Improve the Stron	g Financial Position of	the County.				
Objective: Goal 2, Objective 1: Consider initia	tives that contribute to	the economic health and sustaina	bility of the County ar	id its' resident	ts.	
Administration:	l.D. a a mm a n d a d	□Net Deceme	mandad [	]\^/:+b+ [	2000000	
/ 1	Recommended	∐Not Recomr	nended	]Without F	Recomme	madion
County Administrator:	J. Vandube	ng.				
Committee/Governing/Advisory Bo	ee/Governing/Advisory Board Approval Date: 05/18/2021 Planning and Policy Committee					

#### **Summary of Request Continued:**

The following community leaders have indicated a willingness to serve on an ad-hoc COVID-19 American Rescue Plan Act Advisory Committee to identify needs in their areas of expertise and assist with developing draft funding priorities for the County Board and Administration:

Adam Elenbaas, Allendale Charter Township

Al Vanderberg, County Administrator

Gloria Lara, Lakeshore Ethnic Diversity Alliance

Hadley Streng, Grand Haven Area Community Foundation (GHACF)

Holly Cole, GHACF and Ottawa County Housing Commission

Jennifer Owens, Lakeshore Advantage

Joe Baumann, O.C. Board of Commissioner, Chair of Finance & Admin. Committee

John Shay, Deputy County Administrator

Joy Gaash, Chamber of Commerce Grand Haven

Karen Karasinski, O.C. Fiscal Services

Keith Van Beek, City of Holland

Mike Goorhouse, Holland/Zeeland Area Community Foundation

Pat McGinnis, City of Grand Haven

Patrick Cisler, Lakeshore Non-Profit Alliance - Community SPOKE

Patrick Moran, United Way of Ottawa and Allegan Counties

Robyn Afrik, O.C. Diversity, Equity and Inclusion

Roger Bergman, O.C. Board of Commissioners, Board Chair

Ryan Kilpatrick, Housing Next

Terry Nienhuis, Holland Charter Township

Chair Bergman may add committee members to address any additional needs that are identified as the committee begins its work.

From: Alan Vanderberg <a vanderberg@miottawa.org>

Subject: Welcome to the ARPA Taskforce!

Good Afternoon,

On behalf of Chair Roger Bergman, the Board of Commissioners and the County Administration, I welcome you to the County American Rescue Plan Act (ARPA) Committee. The role of the ARPA Committee will be to identify needs within their area of expertise and assist with drafting funding options and priorities for the Board Finance & Administration Standing Committee and the Board of Commissioners. The County is scheduled to receive just under \$57 million in ARPA funds. We recently received half of the funds, \$28,342,278 and are scheduled to receive the balance in a year.

The committee consists of the following members:

Adam Elenbaas Allendale Charter Township
Gloria Lara Lakeshore Ethnic Diversity Alliance
Joy Gaasch Chamber of Commerce Grand Haven

Jennifer Owens Lakeshore Advantage

Patrick Moran United Way of Ottawa County of Ottawa

Patrick Cisler Lakeshore Non-Profit Alliance and Community Spoke

Adam Elenbaas Allendale Charter Township Supervisor
Hadley Streng Grand Haven Area Community Foundation
Mike Goorhouse Holland/Zeeland Community Foundation

Terry Nienhuis Holland Charter Township

Ryan Kilpatrick Housing Next
Keith Van Beek City of Holland
Pat McGinnis City of Grand Haven

Holly Cole Ottawa County Housing Commission and GH Area Community Foundation

Dr. Dale Nesbary Muskegon Community College

Agriculture Rep. To Be Named

Roger Bergman Chair, Ottawa County Board of Commissioners

Joe Baumann Chair, Finance & Administration Committee, OC Board of Commissioners

John Shay Ottawa County
Karen Karasinki Ottawa County
Robyn Afrik Ottawa County
Al Vanderberg Ottawa County

Madison Schnaidt Administrative Intern for Ottawa County, will be our research assistant.

We are planning to use five brackets for allocation of the funds:

- 1. Ottawa County operational needs, i.e. lost revenue, uncovered expenses, COVID-19 needs.
- 2. Ottawa County Capital Improvements
- 3. Community human relief
- 4. Community business assistance
- 5. Community Capital Improvements

Regina MacMillan will set up the first meeting time and we are planning to me at the Fillmore Complex in the Main Conference Room.

Thank you for your assistance with the major opportunity.

Best,

#### Alan G. Vanderberg | County Administrator

12220 Fillmore St. | West Olive, Michigan 49460 | 616-738-4068 avanderberg@miOttawa.org | www.miOttawa.org Stay informed. Subscribe today.















# OTTAWA COUNTY AMERICAN RESCUE PLAN ACT ADVISOR COMMITTEE

#### **AGENDA**

July 30, 2021 – 1:30 pm

**Main Conference Room – Fillmore Administrative Complex** 

CALL TO ORDER
INTRODUCTIONS
DISCUSS ROLE OF COMMITTEE
DISCUSS INITIAL ALLOCATION
OTHER DISCUSSION

**ROUNDTABLE** 

**ADJOURN** 

## Ottawa County American Rescue Plan Act Advisor Committee Agenda

## August 23, 2021 – 3:00 Pm Main Conference Room – Fillmore Administrative Complex

- 1. Call to order (Roger Bergman)
- 2. Review storyboard results (Al Vanderberg)
- 3. Discuss brackets
- 4. Review draft application form (Myra Ocasio)
- 5. Adjourn

#### Agenda

#### **September 9, 2021 – 3:00 PM**

## **Main Conference Room – Fillmore Administrative Complex**

- 1. Call to order (Joe Baumann)
- 2. Review draft evaluation "lenses" (John Shay)
- 3. Review draft Application form (Paul Sachs)
- 4. Review draft application process flow chart (John Shay)
- 5. Adjourn

#### Agenda October 14, 2021 – 3:00 PM Board Room – Fillmore Administrative Complex

- 1. Call to order (Joe Baumann)
- 2. "Lenses" for Project Evaluation (Mike G.)
- 3. Overview: Refinement of "Buckets" (Paul Sachs)
- 4. Discussion on Proposed Buckets:
  - a. County Bucket Status (Karen K.)
  - b. Housing Proposal (Ryan K.)
  - c. Broadband Proposal (Paul S.)
  - d. Social/Human Services (Patrick C.)
  - e. Business (Jennifer O.)
- 5. Approval of ARPA Funding "Process" by Board of Commissioners (John S.)
- 6. Next Steps/Actions
- 7. Adjourn

Agenda
November 11, 2021 – 3:00 PM
Board Room – Fillmore Administrative Complex

- 1. Call to order
- 2. Action Items:
  - a. Lenses for Project Evaluation

Motion: To approve and forward to the Board of Commissioners the 'Lenses for Project Evaluation' that will be utilized to guide the selection of projects to receive State and Local Financial Recovery Funds (SLFRF)

b. Focus Areas for State and Local Financial Recovery Funds (SLFRF)

Motion: To approve and forward to the Board of Commissioners the categorized focus areas for State and Local Financial Recovery Funds (SLFRF) which are: 1) County Operations; 2) Countywide Broadband; 3) Affordable Housing; 4) Social and Human Service Needs; and 5) Business Needs

c. Project Selection and Funds Distribution Process

Motion: To approve and forward to the Board of Commissioners the Project Selection and Funds Distribution Process flow diagram that identifies the general steps for soliciting, assessing, selecting, funding, and evaluating projects for State and Local Financial Recovery Funds (SLFRF)

- 3. Discussion Items:
  - a. Create webpage (within MiOttawa) to share SLFRF Lenses and Process Flow
  - b. Application submissions and logistics for focus area (i.e. bucket) funding requests
- 4. Other Business/Discussion
- 5. Next Meeting: Thursday, December 9 at 3pm
- 6. Adjourn

Agenda
December 9, 2021 – 3:00 PM

Main Conference Room – Fillmore Administrative Complex

- 1. Call to order
- 2. Old Business:
  - a. Finance Committee Update
- 3. New Business:
  - a. Refined Process Flow for Projects Selection and Funds Distribution
  - b. Reporting Requirements
- 4. Discussion Items:
  - a. Anticipated Timeline to Commence with Solicitation of "Bucket Managers" and Projects
  - b. Ad Hoc Committee to Review Proposals for Bucket Managers
- 5. Other Business/Discussion
- 6. Next Meeting: Thursday, January 13, 2022 at 3pm
- 7. Adjourn

# AMENDED Agenda January 13, 2022 – 3:00 PM Main Conference Room – Fillmore Administrative Complex

- 1. Call to order
- 2. Discussion Items:
  - a. Alternative Approach to Project Funding
  - b. Modified Project Selection and Funds Distribution Process
  - c. Guidehouse Consulting Services
  - d. Draft Request for *Proposals* (*RFP*) for Bucket Managers
  - e. Participation in Interviews for Bucket Manager Selections
  - f. Next Steps/Timeline
- 3. Other Business/Discussion
- 4. Next Meeting: Thursday, February 10 at 3pm
- 5. Adjourn

Agenda
March 10, 2022 – 3:00 PM

Conference Room E – DOWNSTAIRS/LOWER-LEVEL
Fillmore Administrative Complex

- 1. Call to order
- 2. Discussion Items:
  - a. County Lost Revenue Updates
- 3. Action Items:
  - a. "Bucket Manager" Selection Process

**Motion:** To recommend to the Board of Commissioners the selection of <u>HousingNext</u> to serve as a Project Manager for the County's State and Local Fiscal Recovery Funds program with the expressed purpose of identifying Affordable Housing needs that align with the County's priorities of supporting transformational endeavors

**Motion:** To recommend to the Board of Commissioners the selection of <u>Lakeshore Advantage</u> to serve as a Project Manager for the County's State and Local Fiscal Recovery Funds program with the expressed purpose of identifying Business Stabilization needs that align with the County's priorities of supporting transformational endeavors

**Motion:** To recommend to the Board of Commissioners the selection of <u>Care Ottawa</u> to serve as a Project Manager for the County's State and Local Fiscal Recovery Funds program with the expressed purpose of identifying Social and Human needs that align with the County's priorities of supporting transformational endeavors

- 4. Other Business/Discussion Items
- 5. Next Meeting: Thursday, April 14 at 3pm
- 6. Adjourn

Agenda
June 9, 2022 – 3:00 PM

Conference Room E – DOWNSTAIRS/LOWER-LEVEL
Fillmore Administrative Complex

- 1. Call to order
- 2. Discussion Items:
  - a. Resident Survey
  - b. Timeline
- 3. Other Business/Discussion Items
- 4. Next Meeting: Thursday, August 11 at 3pm
- 5. Adjourn

Agenda
August 11, 2022 – 3:00 PM
Main Conference Room
Fillmore Administrative Complex

- 1. Call to order
- 2. Discussion Items:
  - a. Public Survey Results
- 3. Action Items
  - a. Funding Applications
    - i. **Dwelling Place** (Affordable Housing)

<u>Suggested Motion</u>: To approve and forward to the Finance Committee the submission of Dwelling Place's application to Ottawa County for consideration of ARPA funding

ii. Samaritas (Affordable Housing)

<u>Suggested Motion</u>: To approve and forward to the Finance Committee the submission of Samaritas' application to Ottawa County for consideration of ARPA funding

iii. Strategic Impact (Countywide Broadband)

<u>Suggested Motion</u>: To approve and forward to the Finance Committee the submission of Strategic Impact's application for consideration of ARPA funding

- iv. Good Samaritan Ministries Eviction Diversion Prevention Program (application materials will be shared with Committee prior to meeting)
- 4. Other Business/Discussion Items
- 5. Next Meeting: Thursday, September 8 at 3pm
- 6. Adjourn

Agenda
September 8, 2022 – 3:00 PM
Main Conference Room
Fillmore Administrative Complex

- 1. Call to order
- 2. Discussion Items:
  - a. Overview of Contract/Exhibits Template and Processing
  - b. Impending Projects Submissions and Timing
- 3. Other Business
- 4. Next Meeting: Thursday, October 13 at 3pm
- 5. Adjourn

REVISED Agenda
October 13, 2022 – 2:00 PM
Main Conference Room
Fillmore Administrative Complex

- 1. Call to order
- 2. Discussion Items:
  - a. Overview (by Bucket Managers) of Submitted ARPA Applications
    - i. Business Stabilization Projects
    - ii. Human/Social Needs Projects
    - iii. Housing Projects
- 3. Other Business
- 4. Next Meeting(s): Monday, October 24 at 2pm
  - a. Purpose: Select Projects to Recommend for Funding
- 5. Adjourn

Agenda
October 24, 2022 – 2:00 PM
Main Conference Room
Fillmore Administrative Complex

- 1. Call to order
- 2. Discussion Items:
  - a. Recommend/Deny Submitted ARPA Applications
    - i. Affordable Housing Projects
  - <u>Motion</u>: To recommend/deny forwarding the **Affordable Housing Revolving Loan Fund** project to the County Board of Commissioners for consideration of \$8,000,000 in ARPA grant funding
    - ii. Business Stabilization Projects
  - Motion: To recommend/deny forwarding the **GRCC Michigan Reconnect Expansion Tuition Gap Payment** project to the County Board of Commissioners for consideration of \$506,493 in ARPA grant funding
  - <u>Motion</u>: To recommend/deny forwarding the **West Michigan Works! Earn & Learn Manufacturing Career Fair** project to the County Board of Commissioners for consideration of \$101,874 in ARPA grant funding
  - Motion: To recommend/deny forwarding the LAUP Latino Workforce Development Initiative project to the County Board of Commissioners for consideration of \$799,000 in ARPA grant funding
  - <u>Motion</u>: To recommend/deny forwarding the **BizStream Academy Expansion** project to the County Board of Commissioners for consideration of \$700,000 in ARPA grant funding
    - iii. Human/Social Service Needs Projects
  - <u>Motion</u>: To recommend/deny forwarding the **ODC Childcare and Early Childhood Development and Learning Centers Expansion** project to the County Board of Commissioners for consideration of \$7,500,000 in ARPA grant funding

<u>Motion</u>: To recommend/deny forwarding the **CMHOC Recruitment/Retention Fund for Mental Health Professionals** project to the County Board of Commissioners for consideration of \$1,000,000 in ARPA grant funding

<u>Motion</u>: To recommend/deny forwarding the **Children's Advocacy Center Staffing Expansion** project to the County Board of Commissioners for consideration of \$211,750 in ARPA grant funding

<u>Motion</u>: To recommend/deny forwarding the **Reach for Recovery Staffing Expansion** project to the County Board of Commissioners for consideration of \$337,500 in ARPA grant funding

Motion: To recommend/deny forwarding the GRCC Direct Care Providers Certification

Program project to the County Board of Commissioners for consideration of
\$350,000 in ARPA grant funding

3. Other Business

4. Next Meeting(s): TBD

5. Adjourn

# **Ottawa County ARPA Task Force**

# **Lenses for Project Evaluation**

These lenses have been developed by the Ottawa County ARPA Task Force as a means to guide its decision-making process for assessing and selecting projects to receive State and Local Financial Recovery Funds (SLFRF). The County received \$56.7M in SLFRF as part of the U.S. Department of Treasury's American Rescue Plan. These funds are intended to provide an infusion of resources to help communities lay the foundation for a strong and equitable recovery from the COVID-19 pandemic.

While the assessment and selection of projects in the County to receive SLFRF are not wholly rigid, the lenses offer the basis for recommendations that facilitate necessary dialog among the Task Force and the Ottawa County Board of Commissioners to ensure the best, most impactful projects are selected from across the County's geographic area. Priorities are placed on projects that not only meet basic eligibility criteria, but those that demonstrate strong community need, provide long-term, transformational impact, and enhance the equitable availability of services to propel Ottawa County forward as a community committed to inclusive, thoughtful, and beneficial opportunities for all.

# Lenses for Project Evaluation:

- The project meets known specific eligibility requirements established by the Federal Government
- 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 SLFRF dollars
- The opportunity for the project to sustain itself long-term after the initial infusion of SLFRF 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

Updated: 10/18/21

# **Action Request**



Committee: **Board of Commissioners** 

Meeting Date: 12/14/2021

Requesting

Department of Strategic Impact Department:

Submitted By: Paul Sachs

Agenda Item:

COVID-19 American Rescue Plan Act Advisory Committee Items

# **Suggested Motion:**

To approve the COVID-19 American Rescue Plan Act Advisory Committee proposed Lenses Project Evaluation, Focus Areas, and Flow Diagram.

### Summary of Request:

The COVID-19 American Rescue Plan Act Advisory Committee was appointed by the Board of Commissioners on June 8, 2021 (B/C 21-140). The purpose of the Advisory Committee is to identify needs and assist with developing draft funding priorities. The Advisory Committee as a whole has held 5 meetings since their establishment to reach consensus on funding priorities for the County's expenditure of ARPA dollars. At the Committee's last meeting on November 11, 2021 the following three items were unanimously approved to be forwarded onto the Board of Commissioners for final approval:

- The Lenses for Project Evaluation will be utilized to guide the selection of projects to receive State and Local Financial Recovery Funds (SLFRF).
- The categorized Focus Areas for SLFRF are 1) County Operations; 2) Countywide Broadband; 3) Affordable Housing; 4) Social and Human Service Needs; and 5) Business Stabilization Needs.
- The Project Selection and Funds Distribution Process Flow Diagram identifies the general steps for soliciting, assessing, selecting, funding, and evaluation projects for SLFRF.

[continued on next page]

General Fund \$0.00 Cost:		Included in Budget:	☐ Yes	☐ No	V N/A
ended funding source:					
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Summary of Request Continued:
Upon final approval of the lenses, priorities, and general ARPA application processes by the Board of Commissioners, the anticipated next actions of the ARPA Advisory Committee are to finalize the recommended application forms and logistics associated with funding distributions and agreement templates with the County for approved projects, along with reporting and accountability requirements.
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# ARPA: State and Local Fiscal Recovery Fund (SLFRF)

**Project Selection and Funds Distribution Process** 

(as recommended by County ARPA Advisory Committee)

Once/if selected for

funding, a written

agreement is

prepared to outline all

obligations, including

metrics reporting

requirements

### **ARPA Funding Prioritization Buckets:**

- County Operations -
- Countywide Broadband -
- Affordable Housing -
- Social/Human Services -
- Business Stabilization-

Submit Application to request "bucket" funding \*\*

Application reviewed by internal team to ensure completeness and eligibility in collaboration with applying Entity as necessary

Application submitted to ARPA Committee for consideration (return to applying Entity for further clarification as necessary)

Recommended application and agreement sent to **County Finance** Committee and Board of Commissioners for formal approval

Entities assess and select projects to receive sub-awardee "bucket" funds. All selected projects must meet qualifying expectations defined in agreement with County

Strategic Impact staff will work with Entities as necessary to help develop data collection tools and evaluation protocols to assess the short/long-range impact of each subawarded project

\*\* Apart from County Operations and Countywide Broadband projects, which will be directly managed by the County, the intent is for a single Entity (e.g. HousingNext, Lakeshore Nonprofit Alliance, Lakeshore Advantage) to submit an Application(s) requesting funds to activate necessary, transformational projects within their respective "bucket" area. If/once awarded project funds, the Entity will then solicit, review, award, and work with the County to distribute funds to eligible, qualifying transformational projects within the targeted "bucket" area. It is anticipated that the amount of funds available within each "bucket" will be flexible based on sector need and/or other funds (e.g. state,

federal) that may become available.

Applications submitted for funding within i the County Operations "bucket" will not require approval by ARPA Committee. Such requests will proceed direct to creating a written agreement and obtaining formal approval by Board of Commissioners

While the County will assist to market the availability of funds within non-county "buckets", it is ultimately the responsibility of the entity awarded "bucket" funds to solicit qualifying, transformational projects from prospective sub-awardees

6

"Bucket" funds

committed to Entities

who then commence

with their internal

protocols for soliciting

eligible projects within

their respective

"bucket" area



# Request for Proposals 22-04 ARPA Projects Management

The County of Ottawa hereby invites qualified non-profit and other charitable community-based organizations to submit proposals to provide project development and project management services for ARPA grant- and award-eligible projects.

Awarded organization(s) will collaborate with the County to seek out, develop, evaluate, and implement programs that support and enhance County initiates related to Project Areas: 1) Affordable Housing, 2) Social and Human Service Needs, or 3) Business Stabilization Needs.

It is the County's intention to award professional services agreement(s) to one or more organizations separately and/or in combination with multiple organizations for each and any of the above-described Project Areas, as determined to be in the County's best interest.

RFP Issue Date: Wednesday, January 19, 2022

Pre-Proposal Conference: 1:00PM (ET), Wednesday, January 26, 2022

Questions Deadline: Friday, February 4, 2022

Addendum 1: Monday, February 7, 2022

Proposal Submission Deadline: By 2:00PM (ET), Monday, February 14, 2022

Vendor Finalists Interviews: Week of February 21, 2022

Intent to Award (Estimated): March 1, 2022

Contract Start (Estimated): April 1, 2022

RFP Administrator: Amy Bodbyl-Mast, Purchasing Manager\*

616-738-4855, purchasing.rfp@miottawa.org

<sup>\*</sup>All requests for additional information or questions should be directed to the RFP Administrator.

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# Section 1: Information Summary

# **General Information:**

The County of Ottawa distributes solicitation documents through the Michigan Intergovernmental Trade Network (MITN), website at <a href="http://www.bidnetdirect.com/mitn">http://www.bidnetdirect.com/mitn</a> and through the Purchasing page of the County of Ottawa's website located at <a href="http://www.miottawa.org/Departments/FiscalServices/bids.htm">http://www.miottawa.org/Departments/FiscalServices/bids.htm</a>. Copies of any solicitation documents obtained from any other source are not considered official copies, and may result in failure to receive addenda, corrections or other revisions that may be issued.

For purposes of this solicitation, the term "Non-Profit," "Organization," "Respondent," or "Vendor" are considered to have the same meaning, all referring to the person or company responding to this RFP. Additionally, the terms "County," "Client," or "Owner" refers to the County of Ottawa.

# **Proposal Submission:**

Respondents may submit proposals <u>until 2:00PM (ET) on Monday, February 14, 2022.</u> Responses received after this time may not be considered. Proposals will first be reviewed to determine if submission requirements are met. Responses that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as non-responsive.

Respondent assumes responsibility for meeting the submission requirements and complete all required attachments, as listed below:

```
ATTACHMENT "A" – COVER SHEET FOR PROPOSAL (including IRS tax-exempt letter)
ATTACHMENT "B" – VENDOR REFERENCES
ATTACHMENT "C" – PROPOSAL RESPONSE
```

Respondents will submit an electronic response (preferably single-file PDF format) by e-mail to <a href="mailto:purchasing.rfp@miottawa.org">purchasing.rfp@miottawa.org</a> with subject line of:

"RFP 22-04 ARPA Projects Management"

Email messages may not exceed 25 megabytes, including all attachments. Any messages containing documents larger than 20 megabytes should be sent in multiple emails with the subject line: "RFP 22-04 ARPA Projects Management – 1 of 2," etcetera.

It is the vendor's responsibility to ensure that their proposal has been appropriately delivered and received. Respondent assumes all risks associated with electronic submission.

# **Questions:**

Vendors may submit questions and requests for clarification regarding this RFP until Friday, February 4, 2022. Vendors are encouraged to initiate preparation of proposals immediately upon receipt of this RFP so that all relevant questions and information needs can be identified and answered in a manner that provides adequate time to prepare a complete and comprehensive proposal.

Responses to all questions and inquiries received by the County will be issued Monday, February 7, 2022 by 5:00PM. in the form of an addendum and posted on the MITN and on the County's website. All requests for additional information or questions should be directed to Amy Bodbyl-Mast, Purchasing Manager, Ottawa County Fiscal Services, purchasing.rfp@miottawa.org.

# Pre-Proposal Conference:

The County will host a pre-proposal meeting at 1:00PM (ET) Wednesday, January 26, 2022. Representatives from the County's internal ARPA task force will be in attendance to discuss project goals and objectives.

Vendors interested in attending this meeting are asked to RSVP by emailing <a href="mailto:purchasing.rfp@miottawa.org">purchasing.rfp@miottawa.org</a> and may attend either in person or virtually, as follows:

Wednesday, January 26, 2022 at 1:00PM (ET)

#### IN-PERSON ATTENDANCE

Ottawa County Fillmore Street Complex
Administration Building, Board Room
12220 Fillmore Street
West Olive, Michigan 49460
(Parking Lot C provides the closest building access)

#### VIRTUAL ATTENDANCE

Email <u>purchasing.rfp@miottawa.org</u> by end of day on Monday, January 24, 2022 to RSVP and receive login details. Virtual attendees are encouraged to submit questions by email prior to the start of the meeting to simplify the question-and-answer session.

Virtual attendees assume all possible technical issues associated with web conferencing and deems the County and its service provider harmless and without fault regardless of the reason.

# Section 2: Background Information

The American Rescue Plan Act (ARPA) was signed into law by President Biden on March 11, 2021 and provides direct relief to state and local governmental entities in the United States through the U.S Department of the Treasury's State and Local Fiscal Recovery Funds (SLFRF) program.

Ottawa County received \$56.7M in SLFRF as part of the Treasury's ARPA. These funds are intended to provide an infusion of resources to help communities lay the foundation for a strong and equitable recovery from the COVID-19 pandemic.

As a result, the Ottawa County Board of Commissioners appointed a COVID-19 American Rescue Plan Act Advisory Committee on June 8, 2021 (B/C 21-140) to identify needs and assist with developing draft funding priorities. See Exhibit A – "Ottawa County's ARPA Project Selection and Funds Distribution Process."

This Committee has established a rubric for project evaluation titled the "Lenses," as follows:

- The project meets known specific eligibility requirements established by the Federal Government
- 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 SLFRF dollars
- The opportunity for the project to sustain itself long-term after the initial infusion of SLFRF 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.

As a means to ensure the County's approach to fund distribution is equitable, the Committee has developed a project funding application form. This evolving application form includes the submittal of pertinent data for each initiative seeking funding, including but not limited to, number of individuals that will be served by the initiative, whether the initiative will directly impact historically underserved, marginalized, and/or adversely affected groups, as well as requiring a description of how the initiative will promote equitable outcomes.

Priorities are placed on projects that not only meet basic eligibility criteria, but those that demonstrate strong community need, provide long-term, transformational impact, and enhance the equitable availability of services to propel Ottawa County forward as a community committed to inclusive, thoughtful, and beneficial opportunities for all.

# Section 3: Scope of Services

Awarded organization(s) will partner with the County to seek out programs that support and enhance the County's funding priorities within one of the Project Areas: 1)
Affordable Housing, 2) Social and Human Service Needs, or 3) Business Stabilization Needs. Organization(s) will be responsible to bring forward ARPA grant- and award-eligible projects and programs to the County's Advisory Committee for consideration.

The Scope of Services will include two (2) separate phases for each program or project selected to receive ARPA funding from the County. Awarded organization(s) will be required to provide Phase II - Project Management services for all projects and programs they recommend for consideration that receive ARPA grant funding.

# Phase I – Project Development

Awarded vendor(s) will work collaboratively with the County and the Ottawa County ARPA Advisory Committee to develop and market ARPA grant funding opportunities within their respective Project Area. Following is a list of some of the anticipated tasks and desired outcomes that define the scope of work:

- 1. Identify community need in designated area
- 2. Project development and marketing
- 3. Present funding proposals to ARPA Advisory Committee, Board of Commissioners

# Phase 2 – Project Management

Awarded vendor(s) will work collaboratively with grant recipients and the County's Strategic Impact, Diversity, Equity and Inclusion and Fiscal Services departments to implement approved projects. Following is a list of some of the anticipated tasks and desired outcomes that define the scope of work:

- 1. Contract review
- 2. Project management
- 3. Validate that project objectives are being met
- 4. Assist County to determine project data reporting requirements are met

Awarded vendor(s) will be required to issue statement of work (SOW) with itemized pricing for Phase II – Project Management services performed for any ARPA grantfunded project and will have a vendor relationship with the County, and not as a grant sub-recipient.

# Section 4: Proposal Evaluation and Award Process

An Evaluation Committee(s) will be established by the County to review the proposals and to make recommendation for contract award(s). Proposals will be evaluated based on the following criteria (of equal weight and in no particular order):

- History / Experience
- Project Development Plan
- Project Management Plan
- Proposed Compensation

As part of the proposal evaluation process, the finalist vendor(s) may be invited to attend an in-person or virtual interview. **Finalist interviews will be scheduled for the week of February 21, 2022.** The County reserves the right to interview any number of qualifying vendor(s) as part of the evaluation and section process, or to award a contract without an interview, if in its own best interest to do so.

The County reserves the right to select and subsequently recommend for award the proposal that best meets its required needs, quality levels, and budget constraints. The lowest priced response does not guarantee recommendation for contract award. The County reserves the right to award by item, group, or total proposal.

# Section 5: Contract Terms, Period, Procedures and Use

It is the County's intention to award professional services agreement(s) to one or more organizations separately or in combination with multiple organizations for each and any of the above-described Project Areas, as determined to be in the County's best interest.

Agreement(s) will be for an initial five-year period with the option to renew annually, as needed and through full completion of all tasks outlined within the Scope of Services of this request. Agreements will not be enforced until all respective parties have agreed and signed as accepted.

This RFP document and proposal response, or any part thereof, may be attached to and become part of the resulting contract. As part of the contract negotiation process, the County reserves the right to delete or modify any task from the scope of services and reserves the right to modify the scope of services during the course of the contract.

This contract is for use by the County, including departments, agencies, or courts of the County of Ottawa. At any time during the term of this contract, other Ottawa County municipalities may be served under these same terms and conditions.

# Section 6: RFP Terms and Conditions

By submitting a response, vendors confirm that they have read and will comply with the solicitation and all specified RFP terms and conditions listed below.

#### Cancellation of RFP:

The County may, at its discretion and if in the best interest of the County, cancel any proposal or request for proposal or other solicitation in whole or in part. The RFP Administrator will notify vendors of any cancellation.

# **Confidentiality**:

All responses in entirety, produced by the Proposer, that are submitted to the County will become property of the County and may be considered public information under applicable law. Michigan FOIA requires the disclosure, upon request, of all public records; therefore, confidentiality of information submitted in response to this RFP is not assured.

# **Incurred Expenses:**

The County will not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to the execution of an agreement. This includes any legal fees for work performed or representation by the proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

# **Independent Contractor:**

The awarded vendor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of Ottawa County. The vendor will have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. No person performing any of the work or services described hereunder will be considered an officer, agent, servant, or employee of the County nor will any such person be entitled to any benefits available or granted to employees of the County.

#### Laws:

This RFP and subsequent contract will be governed by and construed in accordance with the laws of the State of Michigan and any service or product herein will so comply. All persons providing goods and/or services to Ottawa County will comply with all applicable local, State and Federal laws, rules and regulations specifically including, but not limited to, State of Michigan Executive Orders.

### Ownership of Data:

All information provided by the County and any reports, notes, and other data collected and utilized by the vendor, its assigned employees, and/or subcontractors, pursuant to any agreement resulting from this RFP, will become the property of the County as prepared, whether delivered to the County or not. Unless otherwise provided herein, all such data will be delivered to the County or its designee upon completion of any work performed or at such other times as the County or its designee may request.

# Proposal Acceptance, Rejection, and Withdrawal:

The County also reserves the right to accept or reject any and all proposals submitted if in the best interest of the County.

The County reserves the right to negotiate with the Proposer(s) within the scope of the RFP. The County further reserves the right to award the contract to more than one Contractor, if in the best interest of the County to provide adequate delivery, services, and/or product availability. The County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation.

The County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Vendor an advantage or benefit not afford to other Vendors. The County may waive any requirements that are not material.

The County reserves the right to reject any or all proposals, or any part thereof; and to waive any minor defects in the proposals if this is to the advantage of the County. The County's waiver of a minor defect will in no way modify the RFP document or excuse the vendor from full compliance with its specifications if the vendor is awarded the contract. The County reserves the right to let separate contracts on any aspect of the work.

After the proposal deadline, proposals may not be withdrawn without the written consent of the County after submission deadline. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP deadline. Any fees proposed are considered firm and cannot be altered.

# **Retained Rights:**

The County reserves the right to use ideas presented in reply to this process notwithstanding selection and rejection of proposals and/or bids. The County reserves the right to make changes to and/or withdraw this request at any time.

#### Subcontractors:

Since the contract is made pursuant to the proposal submitted by the awarded vendor and in reliance upon the vendor's qualification and responsibility, the vendor will not sublet or assign the contract, nor will any subcontractor commence performance of any part of the work included in the contract without the previous written consent by the County.

# Section 7: General Terms and Conditions

By submitting a response, vendors confirm that they have read and will comply with all the general terms and conditions listed below, as applicable.

#### Conflict of Interest:

By submission of a response, the Proposer agrees that at the time of submittal, they: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest."

### **Debarment and Suspension:**

The Contractor certified to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this form been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

#### Default:

If a vendor defaults on a resulting contract, the County may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate the resulting contract and any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend vendor from receiving future solicitations.

# **Equal Employment and Opportunity:**

Every contract or purchase order issued by the County is entered into under provisions requiring the contract, subcontractor, or vendor not to discriminate against any employee or applicant for employment because of his/her race, religion, sex, color, national origin, height, weight, familial status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

Contractors and their subcontractors, as required by law, will not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, familial status, age, sex, height, weight, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the contract.

# Force Majeure:

Neither party to the resulting contract will be held responsible for delay or default caused by fire, flood, civil disobedience, court order, labor dispute, acts of God and/or was which is beyond that party's reasonable control. If either party is unable wholly or in part to carry out its obligations under any resulting agreement, then such party will give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event. Such non-performance will not constitute grounds for default.

# Insurance:

Vendor will provide proof of the following coverages: worker's compensation, employer's liability, comprehensive general liability, and professional malpractice and automobile (as applicable). Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers. These coverages will protect the vendor, and County and their employees, agents, representatives, invitees, and subcontractors against claims arising out of work performed or products provided. The County and its elected officials, officers, employees, agents, and volunteers are to be additional insureds and a thirty-day notice is required to the County in the event of coverage termination.

# **Iran-Linked Business:**

Pursuant to State of Michigan, Iran Economic Sanctions Act, 2012 P.A. 517, MCL 129.311 seq., the Contractor certifies, under civil penalty or false certification, that it is fully eligible to do so under law and that it is not an "Iran-linked business."

# **Material Safety Data Sheets:**

All County purchases require a Material Safety Data Sheet (MSDS) where applicable in compliance with MIOSHA "Right to Know" Law. Vendor will forward all relevant Material Safety Data Sheets to the designated County Representative upon request.

# **Payment Terms:**

Payment terms will be Net 30 unless otherwise mutually agreed upon by all parties.

# Right to Audit:

Vendor will maintain such financial records and other records as may be prescribed by Ottawa County or by applicable federal and state laws, rules, and regulations. The vendor agrees to retain these records for a minimum period of three (3) years after final payment, or until they are audited by the County of Ottawa, whichever event occurs first. These records will be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by Ottawa County, its designees, or other authorized bodies.

# Safety:

All employees, and subcontractors performing services for the County are required to and will comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around work site area under this Contract.

# Tax-Exempt Entity:

The County is exempt from Federal Excise and State Sales Tax. Do not include such taxes in the proposal. The County will furnish the successful proposer with tax exemption certificate when requested.

# Warranty:

Vendor warrants that the goods and/or services supplied will be good workmanship and material, free from defects, and if the intended use thereof is known to the seller, that they are suitable for the intended use. Awarded vendor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County's behalf.

Care Ottawa County*	Select	Select Focus Area: Social/Human Service Needs								
Categories	#1	#2	#3	#4	Total	Evaluator Comments:				
History / Experience	4	5	5	4	4.50	Collaborative new organization to respond specifically to				
Project Development	4	3	4	4	3.75	Ottawa County needs. Website is a positive. Proven they can deliver with other projects. Highly experienced, local				
Project Management	4	3	5	4	4.00	knowledge. Able to react to local community needs				
Proposed Compensation	4	4	5	4	4.25					
					4.13					

Housing Next*	Select Focus Area: Affordable Housing						
Categories	#1	#2	#3	#4	Total	Evaluator Comments:	
History / Experience	4	5	5	5	4.75		
Project Development	4		need" prior to ARPA. Highly qualified and passionate, reasonable comp (\$50-\$100K). SME on local housing, little				
Project Management	5	3	5	3	4.00		
Proposed Compensation	3 3 5 4 3.75 others to address affordable house			others to address affordable housing concerns			
					4.13		

Lakeshore Advantage*	Select Focus Area: Business Stabilization Needs							
Categories	#1	#2	#3	#4	Total	Evaluator Comments:		
History / Experience	3.5	5	5	4	4.4	well established in Ottawa County business community.		
Project Development	3	5	5	4	4.3	Outlined process to review and award grants. Proposal is light on project management detail. unclear 5% for		
Project Management	3	3	5	4		proposed and/or awarded? doesn't have long history for		
Proposed Compensation	2	3	4	3	3.0	serving and definitions for success may not translate the		
			•	•	3.84	same to the underserved business community		

BDO	Select	Focus	Area:	All					
Categories	#1	#2	#3	#4	Total	Evaluator Comments:			
History / Experience		3	2	3		Much higher score if we wanted grant management			
Project Development		3	1	1	1.67	assistance. Looked to assist us as opposed to being			
Project Management		2	1	2	1.67	connected with entities in need. No staff been "Boots on the ground", a for-profit entity, more grant mgmt than project			
Proposed Compensation		2	1	3	2.00	mgmt, no marketing plan			
					2.00				

<b>Dynamic Contracts</b>	Select	t Focus	Area:	All		
Categories	#1	#2	#3	#4	Total	Evaluator Comments:
History / Experience		1	1	1		Proposal did not address key areas we specifically requested.
Project Development		2	1	1	1.33	General focus. Not specific to Ottawa County, for-profit company, does not speak to our RFP, bill on hourly basis, no
Project Management		2	1	1	1.33	representation in MI
Proposed Compensation		2	1	1	1.33	
					1.25	





Lakeshore Advantage - Vendor Interview Friday, March 4, 2022, 1:00PM -2:30PM, MS Teams

# **County Representatives:**

Robyn Afrik, Diversity, Equity, & Inclusion Director Karen Karasinski, Fiscal Services Director Amanda Price, County Treasurer Amy Bodbyl-Mast, Purchasing Manager Lakeshore Advantage Representatives:
Jennifer Owens, President
Mandy Cooper, Vice President
Angela Huesman, COO

## Agenda

- 1. **Introductions (5 min):** Let's take a few minutes to introduce everyone.
- 2. Organizational Information (15 min): Tell us about Lakeshore Advantage.
  - What does the organization do to promote transformational project outcomes?
  - Describe how your organization is engaged with the small, local and/or disadvantaged business community.
  - Discuss any issues or obstacles you anticipate in performing the work required.
- 3. **Project Development (30 min):** How do you intend to bring projects forward for consideration? Discuss any projects already being developed.
  - Discuss the overall marketing and communications plan.
  - How are you proposing to bring your Advisory Board's recommended projects to the County in one lump sum or as they come in?
  - Do you have a general idea of a timeline to accomplish the proposed project development?
- 4. **Project Management (30 min):** We want to understand how your project management plan will address needs from strategic to operational.
  - Describe your plan to address each of the following: 1. Schedules/timeline; 2. Project Performance; 3. Reporting Requirements; 4. Payment Process; 5. Project Sustainability
- 5. **Compensation (15 min):** Let's discuss your pricing methodology and how the anticipated compensation.
  - How do you anticipate the funding distribution to occur for approved projects? Would it be direct from County to selected projects or is Lakeshore Advantage a pass-through entity?
- 6. **Conclusion (5 min):** We'll cover any remaining questions and wrap up with a conversation about next steps.





Housing Next - Vendor Interview Friday, March 4, 2022, 11:00AM -12:30PM

#### County Representatives:

Robyn Afrik, Diversity, Equity, & Inclusion Director Karen Karasinski, Fiscal Services Director Amanda Price, County Treasurer Amy Bodbyl-Mast, Purchasing Manager

#### Housing Next Representatives:

Ryan Kilpatrick, Executive Director Mike Goorhouse, President/CEO, CFHZ Hadley Streng, President, GHACF

# Agenda

- 1. **Introductions (5 min):** Let's take a few minutes to introduce everyone.
- 2. **Organizational Information (15 min):** Tell us about Housing Next.
  - What does the organization do to promote transformational project outcomes?
  - At what point in the process timeline do you expect the Housing Commission to need dedicated staff to support/administer a Housing Trust?
  - Discuss any issues or obstacles you anticipate in performing the work required.
- 3. **Project Development (30 min):** How do you intend to bring projects forward for consideration? Discuss any projects already being developed.
  - How do you anticipate soliciting proposals for affordable housing projects? Will it be a
    wide-net broadcasting for proposals or limited to specific entities involved in affordable
    housing projects?
  - How do you anticipate soliciting proposals for affordable housing projects? Will it be a
    wide-net broadcasting for proposals or limited to specific entities involved in affordable
    housing projects?
- 4. **Project Management (30 min):** We want to understand how your project management plan will address needs from strategic to operational.
  - Describe your plan to address each of the following: 1. Schedules/timeline; 2. Project Performance; 3. Reporting Requirements; 4. Payment Process; 5. Project Sustainability
- 5. **Compensation (15 min):** Let's discuss your pricing methodology and how the anticipated compensation.
  - Describe your anticipated compensation for the project development and project management stages. Discuss the proposed billing/payment process.
- 6. **Conclusion (5 min):** We'll cover any remaining questions and wrap up with a conversation about next steps.





Care Ottawa County - Vendor Interview Wednesday, March 9, 2022, 2:30PM -4:00PM

### County Representatives:

Robyn Afrik, *Diversity, Equity, & Inclusion Director*Karen Karasinski, *Fiscal Services Director*Amanda Price, *County Treasurer*Paul Sachs, *Strategic Impact Director*Amy Bodbyl-Mast, *Purchasing Manager* 

Care Ottawa County Representatives:
Mike Goorhouse, President/CEO, CFHZ
Elizabeth Kidd, VP Community Impact, CFHZ
Hadley Streng, President, GHACF
Liz DeLaLuz, VP Community Impact, GOCUW
Kelly Keen, CFO, GOCUW
Randy Kortering, Interim President/CEO, GOCUW

### Agenda

- 1. **Introductions (5 min):** Let's take a few minutes to introduce everyone.
- 2. **Organizational Information (15 min):** Tell us about Care Ottawa County. How did you come together to form the organization?
  - What does the organization do to promote transformational project outcomes?
  - Discuss any issues or obstacles you anticipate in performing the work required.
- 3. **Project Development (30 min):** How do you intend to bring projects forward for consideration?
  - Discuss the overall marketing and communications plan.
  - Are you expecting to limit the solicitation of projects to only childcare and mental health services? What if there are other transformational projects? How will those be identified?
  - The County has not set a dollar threshold for the social/human needs bucket. Are you expecting to limit projects to a \$2M threshold?
- 4. **Project Management (30 min):** We want to understand how your project management plan will address needs from strategic to operational.
  - Describe your plan to address each of the following: 1. Schedules/timeline; 2. Project Performance; 3. Reporting Requirements; 4. Payment Process; 5. Project Sustainability
- 5. **Compensation (15 min):** Let's discuss your pricing methodology and how the anticipated compensation.
  - Describe your anticipated compensation for the project development and project management stages. Discuss the proposed billing/payment process.
- 6. **Conclusion (5 min):** We'll cover any remaining questions and wrap up with a conversation about next steps.

**Action Request** 



	Action request
Committee:	Board of Commissioners
Meeting Date	: 05/24/2022
Requesting Department:	Fiscal Services Department
Submitted By	: Karen Karasinski
Agenda Item:	ARPA Project Funding

# **Suggested Motion:**

To approve the spending of ARPA dollars on 4 projects totaling \$20,712,572.

### Summary of Request:

The County will receive approximately \$57 million in American Rescue Plan Act (ARPA) funding. The guidelines for ARPA allow governments to calculate the amount of lost revenue for calendar years 2020-2023 and spend those dollars providing direct services to residents.

In January, the Board approved \$19m (2020 calculated lost revenue) for Public Safety Payroll expenses.

The 2021 calculation of lost revenue is \$20,712,572. The County can spend the funds on the following projects:

1. X601 - Public Safety Payroll. Additional funds to support the provision of equitable services to protect the safety of life, health, and property of residents and businesses across the County. The impact of State and Local Fiscal Recovery Funds (SLFRF) in supporting the County's committed efforts in providing public safety, justice, and security is measured by the budgeted funds available to the County Sheriff's Office for these explicit, reported public safety purposes.

Financial Information:		_	_				
Total Cost: \$0.00	General Fund \$0.00 Cost:		Included in Budget:	☐ Yes	✓ No	□ N/A	
If not included in budget, recommended funding source:							
Upon approval of projects budge	et amendment will be p	rocessed.					
Action is Related to an Activity W	/hich Is: 🔽 Mandat	ed 🔲	Non-Mandated		☐ New	Activity	
Action is Related to Strategic Pla	n:						
Goal: Goal 1: To Maintain and Improve the Stron	g Financial Position of the County.						
Goal 2: To Contribute to the Long-Te	erm Economic, Social and Env	ironmental Health	of the County.				
Objective: Goal 1, Objective 1: Maintain	and improve current processe	s and implement i	new strategies to r	etain a bala	anced bud	get. 🔽	
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.							
Goal 2, Objective 3: Consider initiatives that contribute to the environmental health and sustainability of the County and its residents.							
Administration:							
County Administrator: Show Sh							
Committee/Governing/Advisory Bo	ard Approval Date: 05/17	/2022	Finance and A	dministration	Committee		

# **Summary of Request Continued:**

- 2. X602 Court Services. These funds support the provision of equitable court services to the people of Ottawa County. The impact of SLFRF is to support the County's committed efforts in administering justice and applying the law with fairness, equality, and integrity that promotes public accountability for improved quality of life in Ottawa County. The impact will be evaluated using the primary outcome measures set forth in the County's budget document which is published on the County website.
- 3. X603 Prosecuting Attorney Services. These funds support the provision of equitable services aimed to preserve and improve the quality of life for Ottawa County residents by promoting lawful conduct and enhancing safety and security through diligent efforts to detect, investigate, and prosecute criminal offenses in Ottawa County. The impact of SLFRF in supporting these County committed efforts will be evaluated using the primary outcome measures set forth in the County's budget document which is published on the County website.
- 4. X604 Clerk Services. These funds supported the provision of equitable services aimed to preserve and maintain public vital records for the citizens of Ottawa County. Services also include providing access to these records to the general public. The Circuit Court Records division of the County Clerk's Office receives and maintains all files for the Circuit Court. The impact of SLFRF in supporting these County committed efforts will be evaluated using the primary outcome measures set forth in the County'sbudget document which is published on the County website.

General Fund savings that result from this opportunity will be designated by the Board of Commissioners as committed fund balance for the upcoming projects in one of the five "buckets" as recommended by the ARPA Task Force and Finance Committee and ultimately approved by the Board of Commissioners.

# ADVISORY AGREEMENT

#### Between

# OTTAWA COUNTY, MICHIGAN and Lakeshore Advantage Corporation

**THIS AGREEMENT** is made between Ottawa County, a State of Michigan political subdivision (hereinafter "COUNTY"), and Lakeshore Advantage, a non-profit organization (hereinafter "ADVISOR"):

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

WHEREAS, on May 10, 2021, the United States Department of the Treasury (hereinafter "US TREASURY") published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter "SLFRF") to be disseminated to local governments in accordance with the ARPA;

**WHEREAS**, the grand total allocation of SLFRF funds to the COUNTY, as published by the US TREASURY, is \$57 million; and

WHEREAS, the COUNTY is considering all of its SLFRF allocation to be lost revenue, which will enable the County to undertake various projects eligible for general fund expenditure;

WHEREAS, the COUNTY has identified four (4) general categories of community projects that would be eligible for general fund expenditure and has solicited advisors to assist the COUNTY in reviewing projects that are suitable and legally supportable for expenditure within each category;

WHEREAS, during their regular public meeting on\_\_\_\_\_\_\_, 2022, the Board of County Commissioners (hereinafter "BOARD") approved the ADVISOR to serve as an advisor for the following Category: [Insert name of categorical bucket](hereinafter "CATEGORY"); and

WHEREAS, the COUNTY and ADVISOR desire to enter into this Agreement to memorialize their respective duties and responsibilities:

**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. ADVISOR'S DUTIES:

The ADVISOR shall have the following duties:

a. Assisting the COUNTY in developing criteria and the application form and process for the COUNTY's eventual award of grants to applicants in the CATEGORY;

- b. Assisting the COUNTY in screening applicants and making grant award recommendations to the COUNTY's Board of Commissioners; and
- c. Performing other related tasks as assigned by the COUNTY and accepted by the ADVISOR.

#### 3. ADVISOR'S REPRESENTATIONS:

With respect to its advisory duties and responsibilities, the ADVISOR represents the following:

- a. Neither it as an entity, nor any of its officers, directors or employees have a financial interest in the award of any grant application evaluated or recommended pursuant to this Agreement.
- b. The employees and officers of the ADVISOR performing any of the duties and responsibilities of the ADVISOR under this Agreement, have disclosed to the COUNTY in writing on the COUNTY's form, any known friendship, business relationship, acquaintance, or familial relationship that they have with any of the officers, agents, or employees of each applicant whose application they have evaluated or recommended.

#### 4. **COMPENSATION**

The COUNTY shall pay the following compensation to the ADVISOR for the performance of its duties under this Agreement:

#### 5. TERMINATION

Without the need for prior notification, the COUNTY may terminate this Agreement immediately at its will upon written notice to the ADVISOR, and the ADVISOR agrees 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. The ADVISOR may terminate this Agreement upon thirty (30) days advance notice.

#### 6. 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 ADVISOR 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.

# 7. HOLD HARMLESS AND INDEMNIFICATION

The ADVISOR 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 ADVISOR, its officers, directors,

employees, and/or agents relating to the ADVISOR'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.

#### 8. COMPLIANCE WITH LAWS AND GUIDELINES

The ADVISOR shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

## 9. MAINTENANCE AND AUDIT OF RECORDS

The ADVISOR 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.1

#### 10. 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:

ADVISOR: President, 201 West Washington, Loft 410, Zeeland MI 49464

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

#### 11. 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.

#### 12. 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.* 

#### 13. TIME

Time is of the essence in this Agreement.

#### 14. 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.

#### 15. MERGER AND AMENDMENT

This Agreement constitutes the entire agreement between the COUNTY and the ADVISOR 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.

#### 16. 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.

#### 17. 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.

# 18. BINDING EFFECT

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

#### 19. ASSIGNMENT

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

#### 20. 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. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

#### 21. CIVIL RIGHTS COMPLIANCE

In performing its duties and responsibilities, the ADVISOR shall not 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.

#### 22. 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.

#### 23. 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.

#### 24. TAXES

The ADVISOR 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.

#### 25. 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 Age the last date signed below: Dated this 2022.	greement is executed and shall become effective as of,
ADVISOR	OTTAWA COUNTY, MICHIGAN
By: Jeny Olms Whezer Awalz, Its: Pizsident	By: Matt Fenske, Chairperson Ottawa County Board of Commissioners
	By:

#### ADVISORY AGREEMENT

#### Between

# OTTAWA COUNTY, MICHIGAN and Greater Ottawa County United Way – Housing Next

**THIS AGREEMENT** is made between Ottawa County, a State of Michigan political subdivision (hereinafter "COUNTY"), and Greater Ottawa County United Way – Housing Next, a non-profit organization (hereinafter "ADVISOR"):

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

**WHEREAS**, on May 10, 2021, the United States Department of the Treasury (hereinafter "US TREASURY") published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter "SLFRF") to be disseminated to local governments in accordance with the ARPA;

**WHEREAS**, the grand total allocation of SLFRF funds to the COUNTY, as published by the US TREASURY, is \$57 million; and

WHEREAS, the COUNTY is considering all of its SLFRF allocation to be lost revenue, which will enable the County to undertake various projects eligible for general fund expenditure;

**WHEREAS**, the COUNTY has identified four (4) general categories of community projects that would be eligible for general fund expenditure and has solicited advisors to assist the COUNTY in reviewing projects that are suitable and legally supportable for expenditure within each category;

WHEREAS, during their regular public meeting on\_\_\_\_\_\_, 2022, the Board of County Commissioners (hereinafter "BOARD") approved the ADVISOR to serve as an advisor for the following Category: Affordable Housing (hereinafter "CATEGORY"); and

WHEREAS, the COUNTY and ADVISOR desire to enter into this Agreement to memorialize their respective duties and responsibilities:

**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. ADVISOR'S DUTIES:

The ADVISOR shall have the following duties:

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- a. Assisting the COUNTY in developing criteria and the application form and process for the COUNTY's eventual award of grants to applicants in the CATEGORY;
- b. Assisting the COUNTY in screening applicants and making grant award recommendations to the COUNTY's Board of Commissioners; and
- c. Performing other related tasks as assigned by the COUNTY and accepted by the ADVISOR.

#### 3. ADVISOR'S REPRESENTATIONS:

With respect to its advisory duties and responsibilities, the ADVISOR represents the following:

- a. Neither it as an entity, nor any of its officers, directors or employees have a financial interest in the award of any grant application evaluated or recommended pursuant to this Agreement.
- b. The employees and officers of the ADVISOR performing any of the duties and responsibilities of the ADVISOR under this Agreement, have disclosed to the COUNTY in writing on the COUNTY's form, any known friendship, business relationship, acquaintance, or familial relationship that they have with any of the officers, agents, or employees of each applicant whose application they have evaluated or recommended.

#### 4. **COMPENSATION**

The COUNTY shall pay the following compensation to the ADVISOR for the performance of its duties under this Agreement: \$100,000 (\$50,000 per year for 2 years)

#### 5. TERMINATION

Without the need for prior notification, the COUNTY may terminate this Agreement immediately at its will upon written notice to the ADVISOR, and the ADVISOR agrees 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. The ADVISOR may terminate this Agreement upon thirty (30) days advance notice.

#### 6. 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 ADVISOR 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.

#### 7. HOLD HARMLESS AND INDEMNIFICATION

The ADVISOR 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,

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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 ADVISOR, its officers, directors, employees, and/or agents relating to the ADVISOR'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.

#### 8. COMPLIANCE WITH LAWS AND GUIDELINES

The ADVISOR shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

#### 9. MAINTENANCE AND AUDIT OF RECORDS

The ADVISOR 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.1

#### 10. 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:

ADVISOR: President, Greater Ottawa County United Way, 115 Clover St #300 Holland, MI 49423

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

#### 11. 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.

#### 12. 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.

#### **13.** TIME

Time is of the essence in this Agreement.

#### 14. SURVIVAL

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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.

#### 15. MERGER AND AMENDMENT

This Agreement constitutes the entire agreement between the COUNTY and the ADVISOR 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.

#### 16. 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.

#### 17. 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.

#### 18. BINDING EFFECT

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

#### 19. ASSIGNMENT

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

# 20. 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. This provision shall not limit any obligation which either party has to the US TREASURY in connection with the use of ARPA funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

#### 21. CIVIL RIGHTS COMPLIANCE

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In performing its duties and responsibilities, the ADVISOR shall not 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.

#### 22. 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.

#### 23. 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.

#### 24. TAXES

The ADVISOR 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.

#### 25. 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 the last date signed below: Dated this	ent is executed and shall become effective as of,
ADVISOR	OTTAWA COUNTY, MICHIGAN
By: 1501VN22 Randy/Kortering, Its: President	By: Matt Fenske, Chairperson Ottawa County Board of Commissioners
	By: Justin F. Roebuck, County Clerk

# ADVISORY AGREEMENT

#### Between

# OTTAWA COUNTY, MICHIGAN and Greater Ottawa County United Way – Care Ottawa County

**THIS AGREEMENT** is made between Ottawa County, a State of Michigan political subdivision (hereinafter "COUNTY"), and Greater Ottawa County United Way – Care Ottawa County, a non-profit organization (hereinafter "ADVISOR"):

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

**WHEREAS**, on May 10, 2021, the United States Department of the Treasury (hereinafter "US TREASURY") published guidance regarding the allowable usage of the Coronavirus State and Local Fiscal Recovery Funds (hereinafter "SLFRF") to be disseminated to local governments in accordance with the ARPA;

**WHEREAS**, the grand total allocation of SLFRF funds to the COUNTY, as published by the US TREASURY, is \$57 million; and

WHEREAS, the COUNTY is considering all of its SLFRF allocation to be lost revenue, which will enable the County to undertake various projects eligible for general fund expenditure;

WHEREAS, the COUNTY has identified four (4) general categories of community projects that would be eligible for general fund expenditure and has solicited advisors to assist the COUNTY in reviewing projects that are suitable and legally supportable for expenditure within each category;

WHEREAS, during their regular public meeting on\_\_\_\_\_\_, 2022, the Board of County Commissioners (hereinafter "BOARD") approved the ADVISOR to serve as an advisor for the following Category: Human Services (hereinafter "CATEGORY"); and

WHEREAS, the COUNTY and ADVISOR desire to enter into this Agreement to memorialize their respective duties and responsibilities:

**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. ADVISOR'S DUTIES:

The ADVISOR shall have the following duties:

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- a. Assisting the COUNTY in developing criteria and the application form and process for the COUNTY's eventual award of grants to applicants in the CATEGORY;
- b. Assisting the COUNTY in screening applicants and making grant award recommendations to the COUNTY's Board of Commissioners; and
- c. Performing other related tasks as assigned by the COUNTY and accepted by the ADVISOR.

#### 3. ADVISOR'S REPRESENTATIONS:

With respect to its advisory duties and responsibilities, the ADVISOR represents the following:

- a. Neither it as an entity, nor any of its officers, directors or employees have a financial interest in the award of any grant application evaluated or recommended pursuant to this Agreement.
- b. The employees and officers of the ADVISOR performing any of the duties and responsibilities of the ADVISOR under this Agreement, have disclosed to the COUNTY in writing on the COUNTY's form, any known friendship, business relationship, acquaintance, or familial relationship that they have with any of the officers, agents, or employees of each applicant whose application they have evaluated or recommended.

#### 4. **COMPENSATION**

The COUNTY shall pay the following compensation to the ADVISOR for the performance of its duties under this Agreement: \$45,000

#### 5. TERMINATION

Without the need for prior notification, the COUNTY may terminate this Agreement immediately at its will upon written notice to the ADVISOR, and the ADVISOR agrees 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. The ADVISOR may terminate this Agreement upon thirty (30) days advance notice.

### 6. 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 ADVISOR 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.

#### 7. HOLD HARMLESS AND INDEMNIFICATION

The ADVISOR 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,

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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 ADVISOR, its officers, directors, employees, and/or agents relating to the ADVISOR'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.

#### 8. COMPLIANCE WITH LAWS AND GUIDELINES

The ADVISOR shall comply with all federal, state, and local laws and all requirements and published guidance set forth regarding the usage of any and all monies appropriated under the ARPA.

# 9. MAINTENANCE AND AUDIT OF RECORDS

The ADVISOR 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.1

#### 10. 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:

ADVISOR: President, Greater Ottawa County United Way, 115 Clover St #300 Holland, MI 49423

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

#### 11. 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.

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Time is of the essence in this Agreement.

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### 21. CIVIL RIGHTS COMPLIANCE

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In performing its duties and responsibilities, the ADVISOR shall not 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.

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### 25. 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 Agreem the last date signed below: Dated this2022.	ent is executed and shall become effective as of day of,
ADVISOR	OTTAWA COUNTY, MICHIGAN
By: Randy Kortering, Its: President	By: Matt Fenske, Chairperson Ottawa County Board of Commissioners
	By:

From: John Shay < <u>ishay@miottawa.org</u>>
Sent: Tuesday, July 12, 2022 11:09:45 AM

**To:** Amanda Price <a href="mailto:aprice@miottawa.org">aprice@miottawa.org</a>; Blake Upright <a href="mailto:bupright@miottawa.org">bupright@miottawa.org</a>; Brian Busscher

<<u>bbusscher@miottawa.org</u>>; Douglas Van Essen <<u>dvanessen@miottawa.org</u>>; Jason Shamblin

<<u>ishamblin@miottawa.org</u>>; Jennifer Brozowski <<u>ibrozowski@miottawa.org</u>>; Joe Bush <<u>isbush@miottawa.org</u>>; Justin Roebuck <<u>iroebuck@miottawa.org</u>>; Karen Karasinski <<u>kkarasinski@miottawa.org</u>>; Lee Fisher <<u>lfisher@miottawa.org</u>>;

Lisa Stefanovsky <<u>lstefanovsky@miottawa.org</u>>; Lori Catalino <<u>lcatalino@miottawa.org</u>>; Lynne Doyle

<<u>Idoyle@miottawa.org</u>>; Marcie VerBeek <<u>mverbeek@miottawa.org</u>>; Nichole Derks <<u>nderks@miottawa.org</u>>; Paul Sachs <<u>psachs@miottawa.org</u>>; Robyn Afrik <<u>rafrik@miottawa.org</u>>; Steven

Kempker < <a href="mailto:skempker@miottawa.org">skempker@miottawa.org</a>; Susan Franklin < <a href="mailto:sfranklin@miottawa.org">sfranklin@miottawa.org</a>;

**Cc:** Paul Sachs cpsachs@miottawa.org; Shannon Felgner csfelgner@miottawa.org; Regina MacMillan

<rmacmillan@miottawa.org>

Subject: ARPA Application Process for County Departments and Courts

Dear Department Heads and Elected Officials:

After a long, thoughtful, and well-engaged process with the Board of Commissioners and its ARPA Steering Committee, we have now reached the highly anticipated point at which to begin soliciting project ideas from County Departments and the Courts. An overview of the process is provided below. The Application form is built in Qualtrics, however, we have also provided the attached, complete application in a PDF format, so that you can easily review all of the questions/criteria required for submittal. Formal applications for County/Court initiatives must be submitted via the Qualtrics platform.

An overview of the ARPA process is provided below. You may also learn more at <a href="https://www.miottawa.org/arpa">www.miottawa.org/arpa</a>

### Thank you!

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 <a href="mailto:plan@miottawa.org">plan@miottawa.org</a>. You may also contact Paul Sachs (Strategic Impact) directly as his Department is managing/monitoring the County's ARPA Applications process. To learn more, please visit the <a href="mailto:ARPA webpage">ARPA webpage</a>.

The ARPA Application to submit County/Court Initiatives can be found <u>HERE</u>. A complete, reference-only copy of the Application is attached (PDF).

### John Shay | County Administrator

12220 Fillmore St. | West Olive, Michigan 49460 | 616-738-4642 | ishay@miOttawa.org | www.miOttawa.org



Which priority group does your idea fall within?	Please provide a brief description of your project idea.
Affordable housing	https://www.ghclt.com/ Affordable housing is a huge problem in Tri-cities. Too many vacation/short term rentals. This project had over hundreds of applicants for 16 affordable homes.
Affordable housing	Affordable outdoor daycare/preschool program at Hemlock Crossing Park.
Affordable housing	Dwelling Place of Grand Rapids has a history of quality affordable housing in Ottawa, Kent, and Muskegon Counties. They own and manage their own developments, and residents feel dignity living there. Finding land for these projects is the main obstacle. I propose that a land purchase fund be established when tracts become available that would meet state criteria for additional funding to cover construction costs.
Affordable housing	Agora Flats is an inclusive affordable housing ministry that has a self-sustaining financial model meant for both market renters and adults with mild to moderate disabilities. We are classified as a 501(c)3 non-profit ministry. The 501(c)3 status was designated in 2019. This project impacts 3 priority buckets - social/human service, affordable housing, and business stabilization - in a sustainable and permanent model for Ottawa County.
	Agora Flats will include 16 market rate units which will provide the income needed to allow it to be self-sustaining. The building will include 22 units to house those who have mild to moderate disabilities. These units will house a minimum of 32 residents with mild to moderate disabilities who are income eligible and will pay lower than the market rate for their apartment. Of these 32 residents, up to 8 residents may qualify for and receive 24-hour supervision. These residents will pay an added service fee of \$1000/mo. The remaining 24 residents will work with their families to arrange the needed support to live on their own. A community center and coffee and ice cream shop will be located on the first floor.
	This project seeks to address the need for housing for the over 700 families with disabilities in Ottawa County that have an adult family member living in their home, versus independently in a residence that supports their needs and builds inclusive community.
Affordable housing	A regional energy plan is proposed for Northwest Ottawa County to emulate the success achieved in Holland for affordable and livable housing via home energy retrofits by way of onbill financing. Over \$4 million was invested in Holland accordingly for lower utility bills and more affordable housing for over 350 homes. Improved housing stock quality and enhanced comfortable living was achieved, as well as carbon reduction and climate protection as well.

Which priority group does your idea fall within?	Please provide a brief description of your project idea.
Affordable housing	There are a great many youths who are experiencing functional homelessness. They might have a bed or couch on any given night, but no stable place to sleep. The County should fund a shelter program for these youthespecially teens involved in delinquencythat could allow those who would generally not be taken in foster care to reside in a halfway house type environment with programming, housing, food, and support to help them become their full selves.
Affordable housing	Gateway Mission plans to expand housing and programming for men experiencing homelessness by moving the Men's Center (currently located at 166 South River) to the former Davenport University campus at 643 S. Waverly in Holland. Funding for this project will be used to renovate the Davenport building to house men in the various programs of the mission. A primary focus of this housing will be for men involved in the nine month Gateway Addictions and Discipleship Program and the year-long Transitional Development Program. Gateway Mission has a completed master plan for expansion and is already in process with a local planner (HYK Consulting) and Visser Construction to determine project scope and cost.
Affordable housing	See last page for description
Business stabilization	Lake Effect Kitchen is a meal prep and catering company that trains and offers paid employment to adults with developmental disabilities in Ottawa County. Food businesses were hit hard during the pandemic; through grants, creativity, and strategic planning, LEK was able to retain its employees and help them continue to pursue the dignity of work and providing for themselves. We have recently added a food truck to the mix of our offerings, and are hoping to build or buy a larger facility to enable us to create more jobs, including to incubate new small businesses run and staffed by a mix of disabled and non-disabled employees in a competitive integrated employment setting.
Business stabilization	Four providers serving people with I/DD (MOKA, Benjamin's Hope, Heritage Homes, and Harbor House Ministries) have been collaborating with Grand Rapids Community College and the CMH system to design a college based curriculum for a direct care professional certificate. We currently do have not a source of funding identified for tuition. We plan to launch a pilot course in late August and early September that will run for 13 weeks. After learning from that pilot, we need a plan to support tuition reimbursement for entrance. This workforce - direct support professionals is in crisis staffing shortage and this is one solution towards this significant challenge.
Business stabilization	Do you part to help stop inflation and send the money back.
Other	More Electric Car Chargers
Other	A bike path along Lincoln in Robinson Township to connect the new sports complex on Lincoln to Robinson Elementary. There's no great way to get from one to another without riding along side Lincoln which is not safe.

Which priority group does your idea fall within?	Please provide a brief description of your project idea.
Other	Provide transportation to all Ottawa residents, this includes Robinson Township where we cannot get public transportation, as the Dart busses do not go past the 144th boat launch!
Other	Bottom line you should do stimulus payments since we pay taxes we have lost a lot due to pandemic and food is a up and gas and other things we need help with bills and rent as we try so hard to recover thank you
Other	In the past the county constructed cell towers to increase / improve cellphone service. The cellphone service in the the northwest corner near the lake shore is terrible, just ask anyone living in the North Holiday Hills subdivision of Spring Lake township, How about constructing a tower to address this with ARPA funds.
Other	give the money back. we can't afford to keep spending money we don't have. any benifits of the money will soon be eaten up by the inflation it's causing.
Social/human services	Establish a County based EMS service. The private EMS is a failing idea that we have an opportunity to do something about before it fails completely.
Social/human services	Hi, I'm the founder and CEO of The Lucas Project, a non profit that provides recognition and respite for special needs families. We are expanding our mission to include residential options disabled adults. Our tentative plan is to help families purchase and act as a landlord for homes. The Lucas Project will provide grants to assist families in purchasing these homes for their loved ones and making the appropriate renovations for the homes in order to make them accessible. The number of homes that we will be able to provide will be determined by our funding and ability to raise money for this desperately needed contribution to Ottawa county. Not only does the disabled community need affordable, beautiful housing options but their aging caregivers also need this assistance. I am also the associate producer of Unseen (caregiverdoc.com) which explores this concept and while recently premiered in Grand Rapids. Thank you.

Which priority group does your idea fall within?	Please provide a brief description of your project idea.
Social/human services	Mental Illness support - Momentum Center/Extended Grace non-profit in Grand Haven & Holland. A nonprofit grassroots movement to create a stigma-free community. The Momentum Center provides opportunities to form collaborative relationships and offers programs and events that nurture, educate and inspire individuals so that together we can address issues of social justice and human rights.
	Initiatives:  1) The Momentum Center for Social Engagement is a social and recreational program. There is an adult and teen program. The adult program focuses on mental health, disabilities and addictions. The teen program focuses on positive relationships, mental health, success in school, and overall well-being.  2) The Momentum Center regularly organizes discussions, presentations, movie nights, and meetings about the issues affecting our community. These conversations are spaces for reflection, support, planning, and action. Topics center on social justice and human rights, particularly around marginalized and disenfranchised populations. Learn more about our town hall meetings and Inspire! events.  3) The Momentum Center conducts Cultural Immersion Experiences in order to offer cultural immersion experiences around the world. Cultural immersion is not a vacation or a service trip. Instead, it is an opportunity to learn about community and culture. In the process, participants are given an opportunity to see the lens through which they see the world.  4) Just Goods Gifts is a store through which we sell traditional fair-trade items, as well as items made by inmates involved with Humanity for Prisoners, students enrolled in Ottawa Area ISD's Young Adult Services, and Wesley School (Muskegon Area ISD), and Kiwanis Aktion Club. Just Goods Gifts is located at One S. Harbor Dr. Grand Haven in the Depot building.
Social/human services	A Task Force in the Grand Haven Board and Light Service Area is trying to find funding for a Community Energy Plan like Holland did ten years ago. The intent is to determine our baseline carbon usage, determine a carbon target for the BLP Service area, determine strategies to reach, and develop a home energy retrofit program (like Holland did that increased homeowner and rental property affordability due to lower energy bills while increasing property investments by \$4 million and enhanced comfort and neighborhood stabilization). This is a collaborative effort involving pledges planned from four communities (Grand Haven, Spring Lake Township, Ferrysburg and Grand Haven Township) plus several foundations and state grants in addition to a hoped-for ARPA funding allocation from Ottawa County.

Which priority group does your idea fall within?	Please provide a brief description of your project idea.
Social/human services	The public access to the beach at Kirk Park and Windsnest Beach should be attended to. The beach access is a vital link in Ottawa County to bring people together. Our beaches are a source of our pride to welcome all to explore Lake Michigan. Currently, the beach access is unsafe and not accessible to Seniors, disabled people and young children. We are seeing the dunes greatly affected by people trampling the grasses because of lack of access. Replacing and upgrading the beach access will bring mounds of joy to Ottawa residents. Ottawa County would also be compliant with the American Disability Act to give clear, safe access for disabled people to access Lake Michigan.
Social/human services	Spend money for improved park facilities in Ottawa County Parks, Township Parks and City Parks so as to provide improved recreational opportunities.  To the extent that funds are not needed in the parks, funds should be spent to provide pedestrian crossings for highways and busy roads. Funds should only be spent for public infrastructure projects.  Funds should not be used to subsidize businesses or to compete with private enterprises.
Social/human services	Programs that ensure access to food, especially healthy, fresh foods. During this time of retail prices for food rising, and potential reduction of EBT pandemic funds, families need supports that ensure healthy foods for children, seniors, and families in general.
Social/human services	Over the past two years, the federal government has subsidized free school breakfast and lunches for all students at public schools, however, this outright support ended in May. This has been a beautiful program. To begin with, it has removed the stigma so many families face when applying for free or reduced lunchmany would rather send their kids hungry than be seen in this program. It has also helped the "missing middle," those kids that don't quite qualify for free or reduced lunch but whose families need helpESPECIALLY with rising inflation and grocery costs. This program of providing the free food for all students also gets them better nutrition without shame and eases the grocery burden on families, serving two purposes. Better fed students also behave and perform better. The state of Vermont recently used ARPA dollars to fund the gap between the students who did qualify for free and reduced lunch to include all students (again, you don't have to pay for all the kids because many are already covered by the federal government but won't use the benefit out of stigma fear). Funding the remaining students leads them all to be fed, and it can boost the economy especially by requiring a certain degree of ingredients to be locally sourcedwhich also helps provide stable business for our large farming communities. We would be forwarding federal money that would be supplemented by those already eligible for free/reduced to ensure that all kids get healthy breakfasts and lunches without stigma while also boosting the local economy and relieving inflation debts. What could be better? Let's be the community that never lets one of our kids go hungry againwe've proven we know how.

Which priority group does your idea fall within?	Please provide a brief description of your project idea.
Social/human services	See next page for description
ISocial/human	Provide funding for the "Healthy Ottawa Plan" developed every three years to assist with the high cost required of the four participating hospitals. And, develope a joint effort plan between "Healthy Ottawa Advisory Council" and "Care Ottawa".

#### Social/human services idea

The Ottawa Area Intermediate School District in collaboration with Ottawa County Community Mental Health would like to propose a whole-family approach to mental health crisis situations. We understand there are many barriers to receiving help and resources in the time of crisis.

Our goal is to eliminate those barriers as much as possible by providing a streamlined and systematic approach to accessing mental health services. We will have a team designed to respond to crisis events or situations that would typically arise to the level of involving law enforcement or hospitalization for things like threats or very serious and concerning behaviors. Within 48 hours of a crisis event, we will offer consultation with a licensed Clinician, who specializes in evaluation and intake, to review and assess the information and provide guidance and recommendations for treatment and care.

The crisis team would become involved and would intervene to work directly with the family on the necessary resources and support required to stabilize the family. The family would be assigned a Community Health Worker to walk alongside them through the stabilization process. The Community Health Worker would have a whole-family approach and would establish goals for short-term intervention with the goal of long-term sustainability. The Community Health Worker would work closely with the family and the school with a wrap-around approach, meeting frequently and updating on progress and goals with the intention of phasing out supports and equipping the family to independently utilize supports in place.

We would like ARPA funding to support the start up costs and removal of barriers:

- -Training for the Community Health Worker
- -Assessment materials for screening and intake of students in crisis
- -Training for child study team in mental and behavior best practices
- -Start up costs for technology for the Community Health Worker: printer, computer, cell phone
- -Gas cards to support transportation needs of families to access mental health care in the community

With this funding, we will be able to launch a sustainable, comprehensive support plan for students and families experiencing mental health crises, equipping families to independently and sustainably access care and supports.

Angela Dershem. Ottawa Area Intermediate School District. 6164222074. adershem@oaisd.org

### Affordable housing idea

Tri-Cities Area Habitat for Humanity (TCAHFH) requests funds to complete eight houses in Ottawa County, six in Grand Haven and two in Ferrysburg. TCAHFH owns this land, and is anxious to build.

The ARPA task force identifies affordable housing as a primary target for the use of these dollars. For over 30 years, TCAHFH had played an important role in providing housing in this community, both through new home builds and home repairs. The agency is an expert in the efficient use of dollars due to the use of volunteers and family sweat equity hours to minimize construction costs.

As county data shows, moderate income families are fighting an uphill battle as they search for an affordable home. Providing safe and decent housing for a family is the mission of TCAHFH. This mission has run into considerable barriers in the past two years. The need for affordable housing is unquestioned, and TCAHFH builds simple affordable homes that are sold to qualified buyers. Due to the excessive increase in building materials, TCAHFH is facing unprecedented building costs that far outweigh our ability to fund raise.

TCAHFH will continue to build, as we have in the past, with the support of the community and other revenue sources. The Habitat business model requires us to collect all the construction costs upfront. Each affiliate then receives that money back as the homeowner slowly pays down their mortgage. We will never again have the opportunity to build eight houses at once. That kind of impact is once in a lifetime. TCAHFH will create institutional, transformational momentum, and become a greater force for affordable housing in Ottawa County.

What is the target market for your project?

TCAHFH serves families that fall between 30% and 60% of AMI, (never exceeding 80% of AMI) who live work, or are otherwise established in the community we are building in. These families typically struggle to find adequate housing in their price range. Applicants are screened for income and credit eligibility, and families that are chosen for the partnership begin a rigorous program to prepare them financially and emotionally for home ownership. They receive financial counseling and other support for the year leading up to the completion of the home, as well as for a year after moving in. They purchase the home at an affordable price, and receive a 0% mortgage to keep the payments at or below 30% of their gross income. This hands-on approach helps to ensure successful homeownership and the establishment of generational wealth for an area family.

How does the market you intend to serve compare to the data outlined in the 2021 Housing Needs Assessment?

The 2021 Housing Needs Assessment outlines several strategies that have been identified as an impactful way to address the affordable housing crisis.

TCAHFH can address the need for entry/moderate "for sale" properties. Habitat homes tend to be "forever homes". The smaller footprint of a TCAHFH home, and the accessibility features built into the homes allow for safe living at any age, and for any physical ability.

Financial support for the construction of a new home frees up other TCAHFH resources to address the sub-standard condition of other houses through Critical Home Repair programs, and our Aging in Place program, which helps make homes safer for seniors.

Please describe how the project will satisfy all federal requirements of the ARPA and all lenses of priority as defined by the Ottawa County ARPA task force.

The ARPA defines acceptable recipients of funds as those entities responding to negative economic impacts due to COVID. Certainly, the mission of TCAHFH is the definition of an agency that seeks to address negative economic forces that prevent families from accessing safe housing.

Secondarily, the Act encourages using these dollars to help non-profits who have "faced significant challenges...due to declines in revenue sources such as donations and fees." TCAHFH has been forced to cancel numerous fund-raising events due to COVID, which has had a drastic impact on our resources.

Beth Hanis. Tri-Cities Area Habitat for Humanity, Inc. 6168461505/6164026732. bethh@tricitieshabitat.org

Priority group for idea	Please provide a brief description of your project idea.
Social/human	
services	Cost of living increase for community mental health workers.
Social/human services	fund more mental health services in the police department to answer calls instead of untrained cops. Denver has a program like this. Or fund a Universal Basic income for county residents as it has worked in every city it has been tried in and helps people live better lives.
Social/human services	<ul> <li>The direct care workforce requires technology and equipment solutions so they can spend more time supporting people.</li> <li>Direct care workers need workplace adaptations to reduce the demands on their workloads</li> </ul>
Social/human services	<ol> <li>Consider helping to fund a new playground at Ferry Elementary School. It's in need of replacement and is heavily used by the greater Grand Haven community. This Title One school has limited resources in terms of PTO/parent support.</li> <li>Consider sponsoring full tuition preschool scholarships through the Grand Haven Schools Foundation. The Foundation helps to provide access to a quality preschool program for three and four year old students from lower income families.</li> </ol>
Social/human services	A program to provide mental health services and group therapy services to the foster/adoptive/kinship community including all children in foster care or who have been adopted, all child welfare workers, and all foster/adoptive families and their children. This outreach would help sustain current foster/adoptive homes and social workers and avoid unnecessary disruption of care and help with retention of workforce and foster homes.
Social/human services	Abortion clinic. We have a religious clinic to help women keep babies they want. We have no health system to meet the needs of women who need mammograms and womens health checks or abortion. Money could be used for Womans health care that don't fall under the "married with lot of money" category. This group gets what ever they desire.
Social/human services	Access to mental health for all students and their families
Social/human services	Access to mental health services is crucial to in today's world. We have a high need of services. There are wait lists at most local counseling services. Mosaic Counseling states they do not turn anyone away.
Social/human services	According to the Ottawa Cty. Needs Assessment, 54.5% of key stakeholders said that the most important issue is mental health and 54.5% said access to mental health services. Also, according to the Ottawa Cty. Youth Assessment Survey, 30% of OUR teens are depressed and 8% have attempted suicide at least once. PLEASE fund the nonprofit mental health agencies in the county that are making sure the people have access to professional mental health services. It is imperative for the health and wellbeing of the community. There are agencies that do not turn anyone away and also provide FREE counseling to students right at their school.  I am the exec. director of one of those mental health nonprofit agencies. Please consider the mental health agencies.
Social/human	Adding covered bus stops
services  Social/human services  Social/human	Additional support for those (personally I am over 65) needing transportation for medical, food, pharmacy etc. not on a bus line who are unable to drive who may need same day appts for affordable cost and are not on a bus line, especially if disabled. Needing the pickup time for medical appointments is unreasonable (for max transit) because you never know how long you will need to wait to be seen. Requiring a medical approval when your ability to walk or get around varies.
services	Address the needs of people experiencing homelessness

Priority group for idea	Please provide a brief description of your project idea.
Social/human services	Affordable and accessible childcare
Social/human services	Alternative treatment programs for alcohol and drug related offenses to expand or provide other programs like drug and sobriety court
Social/human services	Although increased access to social and human services, particularly mental health care, is greatly needed, most of the established mental health care organizations are struggling with being underfunded and are unable to retain staff due to inability to properly compensate and greater demand for services than they can reasonably accomadate. So, in order to create greater access, the current structures in place to suppose mental health need to be supported first.
Social/human services	An activity center with a pool, excercise equipment, a movie "theatre, art rom etc. for families. The membership fee would be on a sliding scale based on income and affordable for everyone. There could also be health and human service representation to connect people with services they need.
Social/human services	As a mental health therapist at Mosaic Counseling, there has been a dramatic increase in the number of intakes requesting an emergency or urgent appointment due to depression and suicidal ideation especially in teens and young adults! Therapists are maxed out at times and yet trying to meet the needs of these individuals as best and as soon as possible! Increase in funding seems logical in order to assist offering affordable counseling.
Social/human services	As a therapist, there is a major need in the area. My office is full. People cannot afford care. The clients we are seeing are HIGH RISK. This is a major issue. Non-profit funding is the ONLY reason many of my clients can access care. People will die if we don't get more funding.
Social/human services	Assistance to AFC homes
Social/human services	Assistance to deliver expanded healthcare services to medically vulnerable patients/residents which include clinically complex care and/or mental/behavioral health needs
Social/human services	Assisting County residents with household utility bills could help lessen the level of stress felt when total income cannot cover the cost of housing AND utilities. Many families live paycheck to paycheck and have to decide each month whether to buy groceries or keep their lights/heat on. I believe this is can contribute to a decline in a person's mental health as well.
Social/human services	Because these funds were designated for the Covid-19 emergency and, ostensibly, these programs do not deal directly with the Covid-19 pandemic, please just mail checks to current residents to refund the tax dollars our federal government has claimed for this program.
Social/human services	Better bike path maintenance.
Social/human services	Better pedestrian access to green spaces and infrastructure to support access.
Social/human services	budgeting and other life skills classes
Social/human services	Build or provide an area/building for local residents to utilize to exercise/swim/work out that is AFFORDABLEso good for mental health and many put on excess weight and stress during covid and swimming/exercise is great for mental well being!
Social/human services	Child care needs to be easily accessible to all.
Social/human services	Child care workforceso that child care centers can stay open and retain quality staff through wage increase and to attract higher quality staff

Priority group for idea	Please provide a brief description of your project idea.
Social/human services	Child Development Services - Lakeshore Head Start does a lot of great work in the community. I think furthering their mission would be beneficial to the community.
Social/human services	Childcare is essential to a successful workforce. Due to the pandemic, we have lost many licensed childcare programs who have closed. Finding ways to increase childcare slots and subsidize costs for families will allow more to be able to work. Along with this, it is essential to find ways to increase pay for the childcare workforce because many work at poverty level in one of the most important career roles in our community.
Social/human services	Childcare to get women back to work and charity help with unwanted pregnancies/babies due to Roe vs. Wade being overturned.
Social/human services	Community Spaces for gatherings, hobbies, sports, lessons, so anyone promoting an activity inside the community can request a space and use it to promote relationships and sharing knowledge, knitting, yoga, gardening etc
Social/human services	Congratulations and thank you for your hard work. Please dtay focused on these four wonderful priorities. I'm troubled by GOP's scare speech trying to turn county government into a referendum on constitutional issues that aren't within the county's jurisdiction. Thank you again for your hard work.
Social/human services	Consider grants for families to afford childcare and grants to childcare facilities to pay a living wage and attract talent. Partner with employers to offer on site childcare which would increase overall capacity. This is a barrier to employment for many families
Social/human services	Continue free school meals for all students
Social/human services	Counseling for K-12 school students.
Social/human services	County wide transportation link for people working in one community but living in another. Medical appointments, jobs, education. We were told by social justice agency that racism played into stopping this kind of research into developing such a link from county to county or township to satisfy work place shortages, and to increase economic opportunity and on the job education for all in the broader community beyond our Georgetown Township, etc.
Social/human services	County wide trash and recycling pickup with ONE service at a more affordable cost, especially for those of us who only need monthly pickups. This would be far easier/less stress on our roads as well as save residents money.
Social/human services	Create a Compassionate Heart Ministries center in the Tri-Cities like the one in Zeeland. Build another program like the former Kandu that was dissolved. This would allow Individuals with disabilities of all levels to participate in meaningful work in a safe and welcoming environment in the community to best meet their needs. Increase funds for ALL employers to increase staff wages, training options and benefits for ALL direct care staff for special needs. Self Determination Initiatives. Health and wellness funding for county obesity. Housing for adults with autism and other special needs.
Social/human services	Create a simple infographic describing what has been accomplished thus far and goals for the future to display on the website.
Social/human services	Decrease the cost of healthcare. Make health insurance affordable to more residents.
Social/human services	definitely need more human services and follow thru along with the schools being protected from random acts of violence but not arming the teacherscounslers need to be abundant in school and get to know the kids and what to look for

Priority group for idea	Please provide a brief description of your project idea.
Social/human services	Develop a program/s to introduce mental health options in ways that make them readily accessible and okay to access while minimizing the stigma associated with it. The Dental Van and its programs in schools made going to the dentist much more comfortable for kids. A program that does the same kind of thing for mental health could be very helpful.
Social/human services	Educate, educate, educate! The better educated people are the better decisions they make and the better life they were able to have.
Social/human services	Efforts and funding need to continue to toward DEI in the County. This effects so much from population and workforce growth and stabilization, to mental health, to success (or failure) of business ventures both large and small, and housing and transportation. Please continue your efforts in promoting and advocating for DEI in our County.
Social/human services	Emergency Mental Health Hospitalization resources.
Social/human services	Enhanced mental health services to the Ottawa County public school districts, adequate training for teachers to respond to active shooters and intruders as well as monies spent to install greater security systems/devices/hardware in each of the Ottawa County public school. The pandemic has proven that now more than ever, everyone's mental health is at risk and we are in a crisis. Please use these funds to protect and provide mental health services INSIDE the walls of our children's schools. Our public schools are fighting and competing for funds that just don't trickle our way and our superintendents are exhausted trying to lobby for financial means to protect our schools. Our children cannot vote yet, or take surveys or make public-matter decisions so we as adults should channel these funds into their safety and I see these funds being able to do that as a once in a lifetime gift to the next generation.
Social/human services	Ensuring we LIVE our county vision of "Where You Belong".
Social/human services	Establish a covid community outreach or response position/department/committee. This person or group would provide consultation services to those persons/households that have been or are being affected by covid. Services could include connecting the person/household with mental health care providers, assisting in finding affordable child care, identification of available financial assistance (food resources, debt management, MDHHS services, funeral expenses, etc) - similar to accessing the information at https://www.michigan.gov/leo/initiatives/poverty-task-force/covid-resources-page, but in a one-on-one personalized manner. Sometimes people aren't sure where to start finding resources that could help them, so providing a personal service to those who have been affected by covid could help ensure that they're connected with the right resources. Part of this initiative would also be funding the community education about these resources (i.e., TV commercials, mailers, brochures, etc).
Social/human services	Evergreen Commons would be a great recipient of funds because they serve many needs of the elderly.
Social/human services	Evergreen Commonsupdate facility
Social/human services	Expand Lakeshore Food Rescue Build a new homeless/emergency shelter so that the load isn't falling on Gateway Fund community cultural events like Juneteenth and other events Expand the Max Bus capabilities Create negative interest loans for small businesses Pay the salaries or mental health clinicians Support Lighthouse Immigrant Advocates financially

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Priority group for idea	Please provide a brief description of your project idea.
Social/human	Expand Transportation Services to help lower income families get to jobs, shopping, and
services Social/human services	medical services.  Finding a way for those who have significant health issues to access healthcare providers as much of the problem has been worsened by delayed care. Perhaps this means expanding county health services, ride programs, or screenings run by established private sector providers yet funded by county dollars.
Social/human services	Focus on mental health in schools and supporting school counselors. We need help with providing access to care (mental health stabilization). Mobile crisis assessment is never functioning or in transition in Ottawa County. Transportation to assessments or even just therapy appointments is such a barrier in a local rural areas throughout Ottawa. I am a school counselor in Coopersville and would be willing to discuss ideas anytime!
Social/human services	For social needs in the county, the Momentum Center in Grand Haven has an incredibly innovative approach that could benefit more people if they expanded locations and staffing (with the help of your funding)!
Social/human services	Fund initiatives and collaboratives already in place in order to expand current efforts, including some within your own departments (e.g. Health Department, CMH, DHHS, etc.)
Social/human services	Funding primary prevention programs helping to eliminate domestic violence, sexual violence, and child abuse by funding strategies that promote resiliency, respectful relationships, violence prevention, and prevent ACEs.
Social/human services	Funds should benefit everyone - not just businesses.
Social/human services	Gasoline cost relief for area residents to help with transportation to work, child care, etc.
Social/human services	Government continues to create unfunded mandates upon law enforcement and public safety. Funds need to be directed to these areas to aid in training and equipment needs.
Social/human services	Grant some of that money to the paraprofessionals, teachers and behavior assistants at the OAISD, particularly the Ottawa Area Center. Also adult foster care group homes in the county that serve these adults with severe behavior disorders. Grossly underpaid individuals who tolerate and manage attacks from adult students that cause bodily harm. Severe biting, head and neck injuries, physical attacks causing temporary or permanent injury. They do it every, single day and they do it with grace and compassion. Without these people our county's most vulranable would not survive. Almost none of these attacks are reported to the police due to the nature of student behaviors attributed to autism. These folks need help, mostly women having to physically intervene with adult, often male, students.
Social/human services	Having more resources and connections for under represented members of the community. We can't have a slogan of "where you belong" when our residents reject and harass anyone who isn't like them.
Social/human services	Help mental awareness
Social/human services	Homelessness in our county is extreme the majority of people in this population experience a lot of difficulties to get out of being homeless. So perhaps having other options for homeless individuals were they could have the opportunity to have a stable address for a few months to get even a job, save money to transition out of the home or space would be good if they needed something long term for them to be able to get a remote job or something of that nature. A lot of employers will discriminate people working remote jobs because they stay at a homeless shelter which is a transitional living arrangement.

Priority group for idea	Please provide a brief description of your project idea.
Social/human services	I am a Licensed Professional Counselor (LPC). I live and provide Mental Health Therapy in Ottawa County and know it is important that the nonprofit mental health agencies receive some of this funding. Thank you
Social/human services	I am a teacher and I have seen a tremendous impact on how counseling (i.e. Mosaic Counseling's School Outreach Program) can have a HUGE positive affect on a students personal, social, academic, emotional and even physical health! Please please please consider this as the most important. In order for students to be successful in life, they need to be mentally healthy and proficient; if we can't provide those resources, the neglect this area was given will be very obvious in the future when these students are making decisions for others, their town/city, their state, their country, or maybe even the world. Let's help and prepare the future leaders appropriately, together.
Social/human services	I believe everything we do within our community and even worldwide is social and if we intend to do the right thing and it comes to fruition it becomes a human service. So I propose to take the allocated funds and disperse them evenly amongst the least of us. Meaning give the people who have nothing something. Perhaps with a caviat of the funds being used to somehow better their lives with proof. This could be responsible and capitalistic socialism if implemented correctly
Social/human services	I believe Mental health has been significantly impacted recently and is in great need of funding non-profit organizations that work to support and assist our resident's mental health needs
Social/human services	I have been a doula and childbirth educator for 15 years in the area and have worked closely with many ottawa co residents. Families were very much already struggling precovid to receive adequate care here, in every format - but, mostly in access to secular health and mental health care, to community events and opportunities to connect as neighbors and build support systems OUTSIDE of church (there is a whole demographic of people here who feel -and are- left out because they are not religious and do not participate in churches which is the main source of 'community' in ALL of Ottawa co). We need more support groups, play areas and options for children, better childbirth education and postpartum support, and most importantly - FREE access to community health (mental and physical).
Social/human services	I have been a resident for over 20 years, and am a local clinical mental health therapist. Working with the local population I can not emphasize enough the necessity to support Mosaic Counseling as a viable nonprofit mental health care option. There is a glut of need at this time that neither CMH nor Mosaic can keep up with on their own, it would be impossible. Even with both organizations running at full capacity there are still widespread unmet needs. Some of the funding could also be used to "market" mental health care to help normalize it and remove stigma that keeps those desperately in need away. In any case, to not fund Mosaic, who traditionally works with over 100 Ottawa county therapists currently providing reduced cost care for residents, would be tragic for our area.
Social/human services	I really appreciate the recent county and local efforts to increase mental health services. I would love to see the money go to nonprofits that specifically meet the needs of those who do not have insurance or access to mental health treatment. Specifically, a place like Mosaic Counseling, which serves the needs of many, many people in Ottawa County.

Priority group for idea	Please provide a brief description of your project idea.
Social/human services	I support a community project that addresses climate change and housing stability in an apolitical way that everyone can support with hands on action! This might be tree planting or community gardening; weather proofing homes or siting or active energy components. The key is community based so individual homeowners are encouraged to participate; as well as an education component that teaches each of us to become part of the climate solution and grow our sense of neighbors helping neighbors. Community elements should be small, like codo assoc, blocks, neighborhood assoc. etc, so it is about neighborliness and remains congenial. Citywide is too large, unresponsive and cold.
Social/human services	I think that it is essential that nonprofit mental health agencies receive some of this funding. As an attorney whose practice is in criminal defense, I see the value of affordable and accessible mental health services. They are essential. Good mental health is the foundation upon which all else is built. Without it, one cannot maintain housing and employment, successfully complete school and obtain further education in school and/or vocational training. In my practice, I am aware of Mosaic Counseling and the positive impact they have had on clients and students. Their mission is affordable, accessible mental health therapy for everyone; uninsured, under-insured and insured. With their business model, they are able to make one dollar turn into multiple dollars of service. Funding to this agency will serve Ottawa county and it's residents well.
Social/human services	I think, since Ottawa county doe NOT have a community college AND GRCC has buildings in Ottawa county that members of Ottawa county should receive a discount to attend GRCC, just as Muskegeon CC does. Those in the south side of Ottawa are closer to GRCC then MCC and many Kent County residence - it would benefit our workforce and help people afford a higher education easier.
Social/human services	I work at Lakeside Clubhouse in Holland. The clubhouse is primarily funded through Medicaid, but we also receive \$40,000 from the Ottawa County Mental Health Millage. Last year, we provided twice that amount worth of services to individuals with mental illness who were not formally connected to CMH. There is a need for additional clubhouse services for people with mental illness but do not reach the threshold for CMH eligibility. We would utilize additional funding to seek out mentally ill adults who would benefit from our program.
Social/human services	I would like to see increased opportunities to get students out to do more service projects such as habitat restoration, neighborhood cleanups, assisting the elderly, and similar avenues to gain community-building experiences that help them see their position as contributors and stakeholders in their local communities. In addition, and arguably more importantly, I would like to see partnerships between high schools and businesses to implement afternoon skilled labor apprenticeships to help students explore economically sustainable career paths in vocations where skilled labor recruitment is critically low at the local level.
Social/human services	I would love to see a "one stop shop" for mental health services that includes assessments, individual and family counseling, psychiatry, emergency services, group support, and general wellness (OT, PT, Yoga, etc.) can be offered.
Social/human services	Improve access to transportation. The current routes are limiting for some. If patients can't get to their medical/mental health appointments, mental health will not improve.
Social/human services	Improving shared transit opportunities, providing assistance for commuting to work.  Transportation can be a big factor for people looking for a new job and people in the first few months of starting a new job.

Priority group for idea	Please provide a brief description of your project idea.
Social/human services	In general, I would encourage ARPA funding decisions - especially in social and human services - be viewed as where there is high leverage. That is, where there would be the most significant, sustainable community benefit once an initial investment in launching/expanding/building infrastructure has been made. For instance, we know through Ottawa Food planning and assessments that there is both growing need and opportunity to greatly expand healthy perishable food access for low income food insecure neighbors. Community Action House has proposed launching a new county-wide 'Lakeshore Food Rescue' program to mobilize a large network of volunteer drivers to turn any healthy food excess into food access through partnerships with our county's food retailers and restaurants. Launching such an initiative would bring an innovative, best practice approach that's working elsewhere, and bring it to Ottawa County to supercharge the efforts of our current food security ecosystem. This would be infrastructure building, with front funding during its launch, but operate sustainably thereafter - leaving our community much better off. The above can be achieved for a reasonable up front investment (launch capital), and leave sustainable infrastructure and a stronger, more resilient community.
Social/human services	Incentives for creation of child care including home child care. This should include working with townships and cities to take away the barriers of group day care expansion by either lowering fees, restrictions and requirements.
Social/human services	Increase access to mental health care.
Social/human services	Increase funding for law enforcement to provide better relationships (community relations) and better connect potential offenders with help to improve their mental health, etc.
Social/human services	Increase funding to the public health department so they can use it to: educate the public about the importance of science as it relates to individual health and public health; educate the public about the importance of a healthy social fabric and how an individual's actions has a ripple effect that impacts others; create a campaign to build the feeling of connection and concern for all people In our community; And other priorities they identify.
Social/human services	Increase policing on streets and schools.
Social/human services	Increase the number of beds in the county jail. There needs to be a place to house the crooks to keep them off the streets.
Social/human services	Increased community services & opportunities for individuals with developmental disabilities. The IDD population is a forgotten population within the mental health system. They have a voice that needs to be heard! They have needs that do not always align with the mental health system. Emphasis needs to be inclusive of individuals with IDD not only those with mental health issues.
Social/human services	Increased education about public health and how what an individual does or doesn't do impacts other people, which has an effect on schools, businesses, medical institutions and the general economy. Billboards, educational presentations in places people gather regularly (senior centers, churches, schools, businesses, clubs-DAV, Elks, etc.) radio spots and social media sites need straight forward, science based information not only about the issues, but also how their actions impact all these other areas of life. People need to become aware of the 'butterfly effect'.
Social/human services	Increased funding for the Sheriff's Department to draw in and equip new deputies

Priority group	Please provide a brief description of your project idea.
for idea	Increasing general citizen participation in the county's various political processes including
Social/human	especially all of its political parties not by supporting any of those processes directly but
services	through sponsoring and supporting public forums that expose citizens to the processes
	and parties operating in the county
	Invest in/support the Tri Cities YMCA's licensed child care programs and capabilities,
Social/human	including the upcoming capital campaign which will provide additional child care
services	resources and capacity.
Social/human	Investing in the social infrastructure of our neighborhoods via community connector
services	organizations who empower resident leaders to address issues on their blocks
	It's not a project idea, but more a comment on the importance of having community
	support and a space for kids and families who may be facing insecurity/prejudice for
	sexual, racial or ethnic issues. I hope Ottawa County will continue support for "Inclusive
Social/human	Ottawa" (I may not have the correct title.) which I just heard about last week. As a fairly
services	new resident to the area (8 years) I have been struck by the lack of diversity in our
	community and not much interest by many in improving the situation. Thanks for sharing
	the vision and goals stated in this email!
6	Mental Health and Medical health cost us money up front or downstream, but likely less
Social/human	up front, that's why I support more program investments to help us get in front of these
services	items. Also good to shore up the work force, those that want to work!
	Mental health care can be difficult to afford for patients, but the clinicians that offer this
C = = := 1 / !=	type of care and time deserve to be paid well for their service. It is important to provide
Social/human	funds to non-profit organizations that help people who are seeking private practice
services	mental health care so they can receive services that are appropriate for their level of
	need.
Social/human	Mental health resources are lacking. We have far too many homeless individuals. Our
Social/human services	focus should be on meeting every single persons basic human rights and needs before
services	internet or other less important topics.
	More access to affordable swim lessons for children throughout Ottawa county. Currently
Social/human	paying \$240 for my 3 kids to have 8 30 minute lessons. Holland public gives lessons to in
services	district students, but access is limited for those in other school districts, charter schools or
56. 1.565	homeschool. Living near the lake should make this a higher priority for Ottawa county
	The management of the same and a management prisonly for Catalian States,
	More emphasis on partnerships with schools and workplaces. I live and work in the
	Holland area. There are an abundance of teens who have no supervision and too much
	time on their hands when school gets out. The lack of guidance can cause them to make
	poor choices, sone of which have consequences that last a lifetime. A partnership
	between schools and local businesses can help fill two needs. First, young people will have
Social/human	a place to go after school/in the summer where they can learn real world skills, and ideally
services	feel valued while doing so.
	Second, this can help local businesses with their labor struggles. I don't know what the
	logistics of such a partnership would look like, but maybe more emphasis on job fairs/job
	postings in schools, or a closer partnership with local businesses and guidance counselors
	would be a good starting point. Perhaps work could even contribute to a student's grade.
Social/human services	More funding for childcare with focus on infant and toddler. With all the money that the
	Childcare Stabilization Grant has been given to licensed childcares the infants and
Social/h	toddlers are still being taken care of by unlicensed childcare providers.
Social/human services	More funds going towards early intervention services such as Early On!
Social/human services	More park and outdoor activity development, pool, recreation type of items are needed.

Priority group for idea	Please provide a brief description of your project idea.
Social/human services	More resources for special needs kids in Ottawa County. At least for the privately insured there is no assistance when your child gets a diagnosis. My son was diagnosed with Autism and then we were in our own. I know people on Medicaid get assigned a social worker to help them with resources when they get such a diagnosis. Every place has a huge waiting list for therapies and there are huge issues with childcare for kids not of school age.
Social/human services	Most mental health services for all income levels.
Social/human services	Muskegon and Grand Rapids are implementing evidence-based gun violence prevention programs and I believe Ottawa County would benefit from funding and doing the same. Feel free to contact me for specific examples.
Social/human services	My idea does not focus on a specific project, but is encouragement to the ARPA committee to fund the project ideas, whether new or existing, that emphasize delivery of mental health services. Without a doubt, this need is demonstrated globally & locally. The positive, long-term, inter-generational impact of access to mental health care for all is undeniable & documented. In addition, mental health care providers are either employed by or have well established relationships with other social service agencies that provide critical services & meet critical needs for a diversity of populations. For some individuals & families, mental health care is the lens & open door through which all other needs are identified & accessed. Filling this bucket will allow an overflow of systemic change in the community as individuals & families grow, change & heal in order to thrive at home, at work & in all systems. Mental health care empowers individuals to find & use their voice as collaborative members of communities. And while CMH is one point of delivery, many do not qualify for CMH services, but do need access to mental health services provided by those with flexible criteria for service provision, and with a commitment to ensuring access for all.
Social/human services	No idea per se, but with mental health being such a problem (high percentage of teenage girls contemplating suicide, and documented increased depression and anxiety, etc) I feel this is of prime importance for COVID relief funds.
Social/human services	Open space is important for the well being of a community's population. Use part of the money to provide more open space for residents, specifically the purchase of the remainder of Rosy Mound to add to the county park there. That purchase will benefit Ottawa County residents forever, not a one and done like other plans.
Social/human services	Our local nonprofits do a great job in the areas we need. We should partner with them on any issue possible. Food insecurity, affordable housing, etc. You should back them by promoting them which will increase community awareness for those in need, but also for the donors to find.
Social/human	Park improvements. Handicap accessible. Trails, hiking areas. Exercise is so good for mental health for kids and adults.
services Social/human services	Parks parks! There is still funding needed for numerous park initiatives, particularly away from the Grand River Greenway, that are beyond the reach of normal park operations budgets. Some of these opportunities are time-sensitive and can help draw additional development and place-making to the county.

Priority group for idea	Please provide a brief description of your project idea.
Social/human services	Partner with area churches to create top quality and affordable daycare. Many have buildings sitting empty during work days. Know that State Fire Marshall requirements for daycares mean that almost any building will require capital improvements that would be difficult for the church to fund. Grants to churches to cover those capital improvements would get things rolling. Also, grants to help pay daycare workers a living wage would make the service more affordable and allow more parents to get into the workforce. Our church, Christ Memorial, has explored this use of our facilities in partnership with Little Peoples Place (LPP), a provider that combines daycare and preschool. If churches could get started with these grants, perhaps churches would eventually take on the burden of supplementing funding to support a living wage for daycare workers. Daycare around here is incredibly expensive, much is of inferior quality, and difficult for parents to find. A county web site with current available daycare options and details on exactly what each provider offers would be incredibly valuable for parents/guardians.
Social/human services	Please consider our NON PROFIT that partners with LICENSED (not peer support or volunteers) mental health counselors who provide very low fee counseling to under-and-non insured children, teens, adults in Ottawa County. We do NOT receive mental health millage funding, yet we serve the greatest need, as we see major depressive, grief, suicidal and employment stress clients. CMH of Ottawa County helps a tiny sliver of "severe and persistent" mental health. HOWEVER, Mosaic counseling sees students right in their schools, supports local employers, provides suicide prevention education and much more. We can do more with just a small amount of this funding.
Social/human services	Please fund existing non profits providing mental health services to meet the needs of those who have suffered increased mental health needs due to the pandemic. This includes adults, adolescents and children
Social/human services	Please please, allocate a good amount of the funds towards mental health services, specifically, non-profits, like Mosaic Counseling, which provides free and reduced-fee counseling services to so many county residents. Their program is much different than CMH and should be funded like CMH to help reach the populations that CMH cannot help. Mental health should be seen as your biggest priority on this survey, for without mental health stabilization, all other areas will be negatively affected in the long-term. Thank you for considering.
Social/human services	Post Covid programs to get seniors out of isolation and actively into the community.
Social/human services	Pre school for all esp those with special needs
Social/human services	Programs for the teens to socialize &It- these kids haven't socialized in person (vs. past generations) and are lacking in skills, events, and places to do so. COVID lockdowns only made the situation worse. Many are now struggling to make friendships and have lasting relationships with a stable group of friends.
Social/human services	Promote male role models for children and teens. Would love to see volunteer dad groups get involved in kids school/after school programs. Mentoring
Social/human services	Provide assistance to Benjamin's Hope and other assisted living residences for the disabled. Benjamin's Hope is a model of success, worth your time to evaluate and replicate!
Social/human services	Provide direct support to families of children's with disabilities such as Autism. This could be a partnership with Autism Support of WestShore. COVID-19 has hit these families hard due to the need to have someone home with the children, resulting in lost income. Also, increases in pay for county workers in social services. So much turnover in therapists, CMH, other places associated with the County very hard to have lasting relationships.

Priority group	Please provide a brief description of your project idea.
for idea	
Social/human	Provide funding support to social service organizations to increase mental health
services	treatment options to address COVID related spike in demand
Social/human services	Provideing food to the needy and children, and elderly
Cocial/buman	Providing mental health resources effectively is of crucial importance to Ottawa County.
Social/human	We have thousands of residents and their family members here that would be positively
services	impacted by investing in this area.
Social/human	Providing more access to food assistance for residents without transportation or with
services	limited transportation due to budget constraints.
	Providing more help and support to local animal shelters is important! They do a lot for
Social/human	the community and city! Especially with the increase in people not being able to care for
services	their pets anymore because of the inflation and Covid!
	Providing more social workers to area schools and also using some of the monies to
Social/human	narrow disparity gaps between students for any school programs that come with a cost,
services	such as AP tests, music programs, and extracurricular programs.
	Providing resources for mental health services to organizations that are serving the low
	and mild to moderate mental health needs is vitally important. Many organizations are
	currently receiving funds for mental health services, yet are only serving a very small
	percentage of the population. There is a perception that mental health needs are only for
Social/human	those with obvious and/or severe mental health disorders. The truth is that a vast
services	
	majority of our population faces mental health challenges on an annual basis, but the
	main beneficiaries of mental health resources in the form of government funding are
	turning these people away because their conditions do not meet their strict criteria for
	services, which are severe and persistent.
	Providing solutions to child care issues faced by families is imperative to securing the
	family so that more qualified employees can participate in the workforce. Rather than
services	subsidizing businesses, help families with costs associated with providing quality day care
	arrangements.
_	Providing support for the Women's Resource Center in GR to continue to expand services
	to Ottawa County. This helps low-income women, single moms, and justice-involved
services	women in Ottawa county to receive mentoring/coaching to obtain employment and
	remove barriers to employment.
Social/human	Pursue efforts to discourage marijuana use in Ottawa County. This is a cause or influencer
services	of mental illnesses in a percentage of young people. It is a preventable tragedy playing
	out in marijuana-friendly states right now.
Social/human	Put it towards education, teachers, aides, bus drivers, mental health professionals,
services	teacher education and training, etc.
Social/human	Rehabilitation Shelters that focus on assisting in mental health and sobriety without the
services	restrictions religious organizations. Creating a safe and stable space with trauma informed
3CT VICCS	care will benefit the individual and the community.
Social/human	Replace lead leads for city and county water systems, and/or other aging plumbing
services	systems. Also, encourage more broadband providers to enter the market. (this is in a
sei vices	different category, but I was only offered one priority group to comment on).
	Seek ways to support local neighborhood connection initiatives and local food growers
Social/human services	through micro loans or grants for land acquisition, marketing, position development, or
	anything the local community might suggest (e.g. a windmill or solar bank that would web
	in clusters of houses for the offset of rising energy costs.)This would combine both the
	small business aspect and the social/human services by keeping dollars local, leveraging
	local gifts and talents, and providing for locally based healthy food sources; this begins to
	build a strong fabric for any community out of which they can withstand and solve future
	difficulties (such as pandemics or economic downturns).

Priority group for idea	Please provide a brief description of your project idea.
Social/human	Senior Advocacy Services for our growing population of 55+ who need and deserve
services	support. Evergreen Commons is a key place for this to happen!
	Small Adult Foster Care Providers get a meager \$1.28/hour to house and care for the
	indigent Mentally III, Developmentally Disabled, and the Physically Handicapped by their
	SSI funding. This is NOT working and homes are closing left and right. Who shall care for
Social/human	these folks out in the community when they no longer have housing? And who will
services	protect others when they are off their medications and not safe to be in the community.
	Why are the providers not being taken care of and why are they getting pressured to pay
	higher wages when the funding is not there to do so. There is so much more to this but
	no one is advocating on their behalf.
Social/human	Social services non-profits that provide direct assistance in the form of rental and utitily
services	funding as well as case management are in need of increased funding.
	Some homes cannot use weatherization support because they have deferrals. Use these
	funds to fund the deferrals so the action agency funds can work too. This should also
Social/human	include water conversation especially in areas where there are ground water depletions
Social/human services	to assist with those issues. The second idea is to develop a low income housing tax credit
services	program similar to the states but for smaller size projects that typically cannot get
	awarded within the state and for newer in diverse owners to take it vantage of who don't
	have to have a lot of money or experience.
Social/human	Subsidize childcare for working families by directly investing in the salaries and benefits of
services	childcare workers.
	Subsidized childcare provided to low income residents for work, school, and seeking
Social/human	mental health services. Families can not afford childcare and it's a barrier. If this is
services	already available more information on it needs to be shared with the community to help
	low income families.
Social/human services	Subsidy for year-round family healthy active lifestyle to address obesity and diabetes.
Social/human	Suggets using funds for iniatives that do not create expectations for future government
services	funding or expand current government entitlement programs.
Social/human	Support and encourage use of our library system. Reading is so important to children and
services	young people. That need to get back to basics
36111663	Support non-profit organizations that have mental health, so they are able to expand.
	People in our county need mental health support/ health support. I think this is a great
Social/human	survey but she should send out to local organizations to ask their patients were the
services	money should go. Your missing out on getting feedback from minorities, low income
	families that don't have computer access.
Social/human	
services	Support Park improvements
Social/human	Supporting local community foundations that support food security, affordable childcare
services	and overall healthy lifestyle (mental, physical, social).
Social/human services	Teaching coping strategies for all middle and high school students. Mental Health needs
	are exploding and many in these age groups only have access to "cheerleader" type
	counseling which is a person who barely has the proper qualifications to help. Teaching
	coping strategies of how to deal with very difficult life issues could give students some
	tools to fall back on during those very difficult middle school and high school yrs which
	are full of facing high risk choice situations, bullying and drug use

Priority group for idea	Please provide a brief description of your project idea.
Social/human services	The general physical health of all Americans is poor and deteriorating. Business is attracted to areas that support employee health for economic and recruitment. This federal aid is intended to address economic impacts of the pandemic and ensure a strong recovery - business recovery, growth, retention of employees, decreasing sick time, emotional health of employees, productivity of workforce can all be improved by dedicated efforts that will provide employees/residents with free/low cost/business supported health-care opportunities. The project is designed to address a known and demonstrated need - physical health improvement is critical for all Americans and statistics have shown weight gain and decreased exercise during the pandemic. The project addresses a needed change in societal opportunity and/or eliminates disparities and gaps in opportunities for underserved and underrepresented populations - underrepresented/underserved populations have poorer health. The long-term, transformational impact of the project, including its return on investment based on verified outcome-based results, can be quantified - many measures of population health in Ottawa County are already being collected and this data can be utilized to measure success along with targeted metrics for the funded project. Support for employee health has long been recognized as advantageous and many organizations have proven models of successful projects.
Social/human services	The importance of nonprofit mental health in our community cannot be overlooked. I would like to see a greater priority placed on the mental health services provided by places like Mosaic Counseling to serve the low income members of our community.
Social/human services	The Max Bus is a great benefit to our community. If there is any way to expand services, it would allow more people to access employment opportunities, especially people with disabilities and others that cannot drive.
Social/human services	The mental health crisis occurring in our mainstream communities needs to be addressed. The government agencies are not positioned to address the wide-spread mainstream needs. Community Mental health only assists a small subsect of our community (those qualifying). The non-profit mental health organizations are best positioned to serve our communities (i.e. Children's Advocacy Center, Mosaic Counseling, etc). Our community will be best served by funding the local non-profit mental health organizations.
Social/human services	The social/emotional issues are on the rise with both adults and children from the pandemic. Anxiety and depression are at the top and people are having difficulty regulating their emotions. We need more therapists for counseling and out reach programs for children as well as adults. There should be a number or nonprofit agencies to assist people. The time factor is very important when a client can see a therapist. Mosaic tried to get people in to see some twitch a week or early. My experiences with CMH can take up to a couple of weeks before they see someone and they make the client go through a number of hoops to get to a counselor. People with emotional issues should have a variety of options to chose from. They need to fell comfortable with that person in order make changes with their life. It's like shopping for clothes. If you don't find something at one store you go to another until you find what you were looking for. This concept is the same in looking for a counselor. You continue to try and find a person that you can relate to you and assist in making changes in your life. Having several options would help. I am currently working for Mosaic as a private Therpist .and many of my clients have a therapist assigned to them in 1 to 2 days after having their intake done. The client has options to do virtual counseling, in person or FaceTime counseling which addresses their comfort level.

Priority group for idea	Please provide a brief description of your project idea.
Social/human services	There are several existing non-profits supporting mental health needs outside of state beuracracy. It would be great to see these non-profits scaled up and out across the county. School-based mental health care for students and families would be welcomed.
Social/human services	There is a huge lack of support for mothers with young children in allendale. There is no ymca, no rec center, nowhere for kids to go, very few kids programs. This is the area in which allendale needs to grow, and is far more important than things like broadband internet access. Allendale and the surrounding communities need to return focus to the families and create spaces for families and growing kids that can be utilized during all seasons, especially winter. Allendale also needs to work to create more accessibility to town such as sidewalks and bike paths. Many streets such as fillmore and 68th do not have sidewalks and it is dangerous to try to walk to town.
Social/human services	There is need for more grief counseling and support in our area. I would like to see Hospice be able to implement more one on one counselors, as well as a Support Group.
Social/human services	There should be more access to mental health services in schools. More school social workers and availability for mental health services for children and youth. Daycare workers need to be paid more as well as there needs to be better access for day care, free day care for working families. CNA's need to be paid more. There is a shortage of workers in these fields and they need better pay. More programs and help for those living in poverty, more affordable housing, more housing in general is needed.
Social/human services	To establish mental health clubs (similar to fitness clubs) where people can work on their mental health (such as anxiety reduction/management) with others in similar age/need categories. There are a few of these clubs already in existence in the state of Michigan.
Social/human services	to strengthen non-profits that help low-income people struggling with hunger. This includes Community Action House with their Food Club, Ottawa Food, Kids Food Basket, Harvest Stand, food pantries, etc.
Social/human services	Transportation is also becoming a major challenge in this area for the labor force across industries.
Social/human services	Treatment for excess marijuana use. I believe that if marijuana use was reduced it would increase work force. It seems that with legalizing marijuana it has caused lazy residents with no desire to get into the work force.
Social/human services	We are in desperate need of emergency/crisis psychiatric care for children in this county. Pine Rest and Forest View beds are always full. Parents are left with no local resources for inpatient mental health services. Children are not getting the help they need in our community.
Social/human services	We need mental health first responders, we need them for everyone within the county, we need them as readily available as 911 and as easy to call, we need them to be SEPARATE from law enforcement.
Social/human services	We need technology and adaptations to adult foster care homes to support the fact that there is a severe staffing crisis. We would like to work with local colleges to integrate technology and physical plant or equipment adaptations to improve the work environment, reduce turnover and increase autonomy for persons we serve in adult foster care homes.
Social/human services	We need to have funds available for local non profit services that could provide wellness checks, psychological assistance, and other care for those who can't afford or have access to those needs. There has been a increase in the number of homelessness and besides affordable housing, these other issues are predominately in the area amongst low/ no income families.

Priority group for idea	Please provide a brief description of your project idea.
Social/human	We need to quit stressing "diversity" and put more emphasis on being American. We can
services	appreciate different people's heritage without trying to make that define them.
Social/human services	While some county agencies and non-profits offer case management to specific populations, there needs to be significant investment is community case management/coaching that is accessible to people in the economic 'in-between', above poverty but below stability, that are struggling with financial destabilization and the health & relational impacts of chronic stress - including the impacts on the children of these households. Some local organizations are already engaged in this work but it needs to be significantly scaled and funding for inter-agency collaboration and wraparound services also need to be made available.
Social/human	Working on racial issues in the community. Educating white people and creating a more
services	inclusive community.
Social/human services	Would like to see funds directed to complete the North Bank trail in Ottawa county. It is so close to be able to connect from Nunica to Kent Co. and funds would be well worth, helping people with physical and mental. As exercise is excellent for the mind and body.
Social/human services	Would like to see investment in mental health and parks projects.
Social/human services	Affordable child care which affects a couple of these categories, helps families, helps small and larger businesses with employments and it helps the children.

Priority group for idea	Please provide a brief description of your project idea.
Affordable housing	"Affordable Housing" is almost always associated with "Work Force." There is an increasing population of adults living with disabilities that are economically challenged and living at home with elderly parents. The majority of these people can live in the community with appropriate supports. This group is seldom if ever considered part of the affordable housing conversation and that needs to change. I was disappointed to see, once again, to see the word "disabled" was excluded from the affordable housing portion of this survey.
Affordable housing	A boarding house idea where workers could rent a room either with a private bath or shared bath in a building. Each small unit could be the size and set up as an elderly assisted living center room might be with a bed area, living area, small sink/microwave/fridge and bath. Then have small storage lockers for additional belongings. May people don't need a full apartment. It would be great to mix these with house parents type on site supervision and then include units for the elderly and younger people with disabilities. Include a common area for building community. These individuals could help support each other. The elderly have wisdom and time and the younger people are more physically active. I would love to talk to someone about a mixed population idea.
Affordable housing	A study to determine the carrying capacity of CURRENT installed infrastructure - electricity, sewer, and water - and the % of that capacity available for infill projects. Use this data to determine where new housing of all price points can be built. Affordable housing is generated when the total housing supply exceeds demand. But building new infrastructure to the edges defeats us financially.
Affordable housing	Affordable housing and 24 hour a day support for adults with autism and developmental disabilities so they can live in the community successfully (NOT group homes).
Affordable housing	Affordable housing is needed in ottawa county Grand haven needs more affordable housing me and my family lived there for 5 years lost our place to live during covid lived in the salvation army for 9 months and couldn't find housing in Grand haven due to low income low credit and an eviction on my credit. I tried to stay in district becuase my kids go to school there and with having IEPs it's best to keep the stability so I drive my kids to school so rhey can stay in Grand haven!!! We need more affordable housing. There are to many people fighting or facing homelessness and I think that is a major need in ottawa county I see it happening in all the counties and I hope you really consider keeping the and helping the ottawa county residents were it's needed. I would give anything to move back to Grand haven Public district I miss it every day Allendale isn't bad but it's not what me and my kids know it's not home!!! And my kids suffer every day from not having the stability we built and the friends. And honestly I miss what felt like home
Affordable housing	ALL Ottawa county communities need to have affordable housing within their community. Those that have affordable housing are having there public safety, public works and staffing pushed to the limited both financially and personnel wise.
Affordable housing	Allow for smaller homes on smaller lots in GH and SL Townships.
Affordable housing	As I am sure you are aware, there is a huge shortage in the housing stock. In particular, affordable housing. While I appreciate some of the "business bucket" ideas that you have provided, employers can not recruit and retain employees due to a shortage of affordable housing. It seems that focusing on affordable housing would also fall into your "business bucket" as marketing our beautiful county to attract employees will have no impact if the affordable housing supply is not available.

Priority group for idea	Please provide a brief description of your project idea.
Affordable housing	Be Bold Nonprofit corporation has been set up as we would like to construct a housing community for individuals who are experiencing housing insecurity due to higher prices or care needs. This housing would be for both individuals with or without disabilities. Once built we feel the expenses to continue operations could be managed. We also feel that we could handle some of the pertinent transportation and childcare needs for our residents onsite with natural community supports
Affordable housing	Bring in local housing organizations that are already working towards affordable housing and collaborate with them to find sustainable and sound solutions to the housing crisis.
Affordable housing	Build affordable apartments for families and stop building condos!!!!
Affordable housing	Build more affordable low income 4 bedroom townhomes.
Affordable housing	Build more communities that specialize in affordable housing for those on disability or fixed incomes
Affordable housing	Buy land to install more parks near affordable housing projects.
Affordable housing	cheap housing for seniors
Affordable housing	Consult with and work with local Habitat for Humanity groups. They are experts regarding the housing needs in our community and have experience meeting those needs.
Affordable housing	Container homes should be looked into as an affordable housing option.
Affordable housing	Create a fund to assist low income people with first months rent and security deposit that could be paid back over time.
Affordable housing	Create a safe paved public trail on Stanton Rd east of Hwy31. Very dangerous situation with pedestrians (many of which are children walking or riding bikes) walking from trailer park and the four subdivisions to the convenience store on the corner. There has even been a fatality on this section of road in the past. Ideally it would be great if it continued to Pidgeon Creek Park. I know this doesn't exactly fit the four categories but is definitely a safety issue.
Affordable housing	Develop a way for more senior housing to be built. There's more and more places for upper income folks, but very limited options for people who get along on social security and small pensions. There are only a couple of subsidized apartment buildings in Spring Lake and maybe only one in Grand Haven. Others that were built as government subsidized have been sold and new owners have raised the costs above what many folks can pay. People hear all about the great new complexes being built for seniors but don't realize that "normal middle class" folks can't begin to pay \$1500 a month to live there. If there had been a way take my 10 acres in GH Twp and have it rezoned for small apartments or small homes for area Seniors and ask churches or groups to build solid, small homes only for seniors, subsidized by the govt. They could be repurposed if the sr population declined and rezoned. But right now the building codes are set up for big, expensive homes to attract more and more people to the area. There must be a way to provide homes or apartments for the people who have worked hard all their lives and for many reasons don't have the resources to find a safe, decent but affordable place to live. It can't always be about developers making huge profits. This probably isn't what you are asking for, but on spite of how W Michigan is thought of by so many people, it is really needed. I don't have any expertise in this area, but surely there are programs or ways that something could be done.

Priority group	
for idea	Please provide a brief description of your project idea.
Affordable	Developing additional Permanent Supportive Housing to address the ongoing, growing
housing	need of affordable housing to help reduce homelessness.
	Eliminate or reduce short term rentals in established neighborhoods. Landlords are
Affordable	purchasing homes above listing price thereby denying young families opportunities to buy
housing	affordable housing. This is a growing trend nationwide as large real estate funds (REITS)
	are packaging short-term rentals as an investment for the wealthy.
Affordable	Enable renters, low-income households, and structurally ineligible homeowners to access
housing	the cost-stabilizing option of community solar.
Affordable housing	Establish a grant program for affordable housing projects throughout the county.
Affordable housing	Finding affordable housing is next to impossible and the pricing of rent has been increasing at a unreasonable rate. I believe property owners are in a position of "price gouging" for leasing
Affordable housing	Fund for affordable homeownership are a must!
Affordable housing	Georgetown is a great place to live. We have been here 41 years in the same house. I am concerned with the number of apt buildings. I DO NOT want Georgetown to become a Kentwood, often referred to as Rentwood. I grew up in SE Grand Rapids and have seen the demise of Kentwood. Kentwood is no longer a desirable place to live.
Affordable housing	Hello, My wife and I both work plus receive some ssdi benefits. Both are college grads and appalled that rent is so expensive today. We don't comprehend the rental market and why it has increased to the point of we're still not able to meet basic needs and Don't qualify for assistance. I'm sure I'm not the only person in Ottawa County who's experiencing this impact. We have reached out to our officials that we voted for and nothing has changed. Thanks
Affordable housing	Housing assistance in Ottawa County, like many social and community services, is fractured and provincial, We need a comprehensive outreach, partnership, education and awareness program — or at least a combined Alliance doing so that incorporate housing affordability and accessibility, housing insecurity, and homelessness because they're all related. This focus might be best served by a government-nonprofit alliance or by creating a countywide nonprofit focused on these needs.
Affordable housing	I am the Development Director for No One Lives Alone, a nonprofit organization in Ottawa County that specializes in housing women who have or are struggling with substance use disorder. We have three homes, two in Holland and one in Grand Haven. We have never turned a woman away for not being able to pay for our program, however due to the rise in cost of living, we are financially struggling due to lack of community supports. We need help from our County to continue to meet the demand of this program, continue to pay our staff (2) employees, and maintain our program to serve these women (and children) that are seeking our services. We house women, for as long as they need, and provide them with direct support from our 2 certified peer recovery coaches. We have live-in house managers that can support the women throughout this process as well. We are seeking funding from any source to sustain our ability to serve these women, as well as assist them in finding affordable housing for when they are ready to graduate from our program. Our belief, that No One Lives Alone, is combating the stigma behind those who struggle with substance use disorder, and poverty. We support women in empowering their own pathways to recovery and long term sustainability. This is an important facet to our County and surrounding communities. We need your help!

Priority group for idea	Please provide a brief description of your project idea.
Affordable housing	I find it disturbing that housing is being developed but it is so high priced that it is becoming more and more difficult for locals to buy/find housing. Grand Haven is a wonderful place to live but I feel like developers are driving out the locals for the high dollars
Affordable housing	I have noticed that recently new apartments went up that were supposed to be affordable and are not. It is crazy to think that \$1200-\$1400 and up a month is what an apartment costs to rent. This cost does not include the utilities. The phrase "Low-income housing" has had a bad rap over the many years, but Ottawa County could offer tax incentives for builders and landlords so they can reduce the rent prices to Ottawa county residents.
Affordable housing	I just wanted to note that I was unable to answer the first page which was prioritizing what I thought was most important and least important so I would like to do that here. Affordable Housing 1, Social/Human Services 2, Business Stabilization 3 and Countywide Broadband 4. The survey would not allow be to change the numbers. I do feel that affordable housing will bring in more people to the area and that building more condo's is not the greatest idea. We have enough of those and not adequate parking for tourists or locals for shopping and dining out. Maybe a parking garage would be a good solution. Also making some of the older condo's section 8 housing. We really need that!
Affordable housing	I work with people in extreme poverty and I can't emphasize enough how dire the housing crisis is in our area. I urge you to use a portion of these funds to address this issue affecting thousands of our neighbors.
Affordable housing	I work with the ALICE population. Anyone between the ALICE Survival Budget up to the ALICE Stability Budget. Most of this population is 'house poor' and 1 minor issue can affect their housing stability. There are very few resources available for ALICE since MDHHS/SER or most federal programs have very low income restrictions. So ALICE populations are required to pay full market prices for housing, food, and childcare on a very tight income. CERA was a great program, but it is no longer taking new applications. More resources should be allocated to ALICE populations struggling with rising housing costs and overdue utilities since this population falls through the gap of what's available within the community. 2nd project. Medical debt going into collections is another major issue for many in the area. If there is any possibility of using some of the funds toward this issue, it would help stabilize many families suffering from this.
Affordable housing	I would like to see the funds going to things that will directly impact sustainable resilience for families and the work force. Affordable housing and child care ultimately provide benefit to business owners. Direct funds to business owners will not as assuredly provide benefit to families and the work force.
Affordable housing	If you can't live here because it's too expensive it doesn't matter how attractive the downtown is; if you're struggling with mental health and spending all of your money in that struggle, there's little discretionary income to spend with local businesses. Attracting young, college graduate professionals is attracting the future. Having housing inventory they can afford with a full time job is the American dream. Does Ottawa County want to make that dream come true? Our policy choices answer that question.

Priority group for idea	Please provide a brief description of your project idea.
Affordable housing	In response to the question about marketing our uniqueness nationally to attract new talent. This is a great idea, but first we need to fix the affordable housing issue. Local manufacturers NEED help, but they can't attract new workers to the area because affordable housing just isn't available. If housing is available, the worker might not have the transportation to travel to work. Build affordable worker housing that is geographically convenient for our largest employers in Ottawa County. A location where they could walk or ride their bike when public or other transportation is not available to them.
Affordable housing	It would be nice to have more access with housing and also mental health.
Affordable housing	It would be nice to see existing homes/buildings that are vacant, etc, repurposed instead of losing land to build huge brand new homes that only a small minority can afford to buy or rent.
Affordable housing	It's not the funds so much as what we already have. You say we have a unique culture, yet I see our blueberry farms becoming subdivisions, our beach towns morph into condovillages, lawns get sprayed with chemicals and our long time resudents and farmers get taxed to death. I as. a senior had hoped to live in my home but the taxes are unaffordable. New money and funds are nice, but it would be nicer if we could use our money to JUST LIVE.
Affordable housing	Let's not blow the money on welfare programs. Small businesses received enough during their pandemic. Keep it in the taxpayer pocket!!
Affordable housing	Look at a program to protect farmland that is being encroached by expanding cities. By redeveloping areas that have been underutilized (brown fields, former industrial sites, etc) the need to expand will drop.
Affordable housing	Look at what happened to Allendale and Holland with affordable housing, How many shootings do we want in Allendale? Do you want section 8 living with our students? Do we want a bus route from Wyoming into Allendale? The current rate of inflation is 9.1 percent. How about a tax break? How about giving your employee's a raise? The city of Holland just gave all employee's a 4.5% raise.
Affordable housing	Methodist Church & Hope Church are partnering with Dwelling Place to create affordable housing within the city limits. Please consider this in the townships as well. "Affordable Housing" does not mean the rental prices currently presented. We need workers - they need housing - this should be a priority. It's just that simple.
Affordable housing	Mixed use accessible housing with access to reliable public transportation for both seniors and young workers. Some income qualified, some market rate. Design a housing continuum so older people can sell our homes to young families but stay in our community without living in a dreary elderly storage unit.
Affordable	More affordable housing opportunities for the I/DD, MI population to live independently
housing Affordable housing	with supports in Ottawa County.  More community Land trust developments
Affordable housing	More housing for seniors on limited income.
Affordable housing	More housing is needed at a price point below \$200,000. Home ownership is an important part of a stable community. Incentives to help for profit and non-profit builders increase the number units under \$200,000 would be a big help. These units should be for home ownership not rental units.

Priority group for idea	Please provide a brief description of your project idea.
Affordable housing	More housing options for younger people who have mental health issues or coming out of the foster care system-more housing such as "motel" like places where other's in similar situations live and could have a support staff in their own apartment-large rooming house with people living together. I went to college and lived in a dorm and had to learn to adult-many younger people do not seem to have this skill set but obviously cannot afford rent at over a \$1000 a month nor even know how to live on their own. Also I work in mental health and we are very very tired, overworked and can't fill positions. Its very hard to help people when we have our own struggles during pandemic and cost of living is so very high right now. Even if people moved to our area to work the housing options are far too expensive, not available and buying a reasonably priced house is also difficult. I hope that this committee understands that people need a lot of help and support and that this is not some sort of hand out to people. There are a lot of great ideas that could come out of this and could change some peoples' lives and it would be great to do something preventative as well.
Affordable housing	More money allocated towards rental assistance / evictions prevention as well as more money put towards funding for transitional housing and affordable housing options in the area!
Affordable housing	My children want to stay in the area when they graduate from high school and/or college. Unfortunately there is no affordable housing for them. Having areas without broadband makes us look like we're in the dark ages. Bringing the 21st century to Ottawa county benefits us all.
Affordable housing	Not an idea but arguments for affordable housing. It impacts job growth, education, stability in the home, mental health, physical health, tax base, so much more
Affordable housing	Once affordable housing is provided to citizens, there needs to be a continuing monitoring of property to instruct and provide guidance so that the residents keep up the property. Many have no idea how or what simple home maintenance entails. Some ongoing program to make sure housing stays in good repair wud ensure the money is well spent an others may enjoy the property after the first tenants.
Affordable housing	Ottawa County, particularly in the Grand Haven area, is in desperate need of truly affordable housing for families and individuals. Presently, many have no alternative but to relocate in order to obtain housing. This further reduces the workforce available, as income-challenged persons cannot afford long commutes.
Affordable housing	People living in apartments in Grand Haven need greater access to parking! It is ridiculous that a permanent resident of the city of Grand Haven who lives in a downtown apartment has to worry about where to leave their car. The pass is very inadequate.
Affordable housing	Place a cap on how high rent can go or offer programs to help with rentals. Their are many many young adults just out of school who can not get apartment or place at all because rent is so high everywhere. More then their parents house payments .and that's if they can even find a place with 1000 people trying to get one place. They have no where to go.
Affordable housing	Please create a "recovery" housing project with the idea of family recovery. This could include financial literacy, budgeting, drug/ alcohol recovery, psychological counseling, education to partner with GED and community college or technical schools, and local employers. Break the cycle of poverty. Rather than just supplementing rent, fix the issues. I would rather support a family to transform to self-sustainable than just give money for rent or utility bills.
Affordable housing	Please ensure community members MOST in need of housing are represented in all planning and decisions. All too often are well off white people deciding the needs or lower income folks. Representation matters!

Priority group for idea	Please provide a brief description of your project idea.
Affordable housing	Please expand the affordable housing to include all low income people (ie: people with disabilities, some elderly). This is an area that has a great need that is not usually recognized.
Affordable housing	Please support Habitat for Humanity and/or Jubilee Ministries. These are the only two groups that are actually affordable building homes for families in our community. Financial support will go towards building more homes, not funding a developer or a consultant.
Affordable housing	Proper location and flexible designs should be considered for the various needs of our diverse urban and rural county. Opportunity for ownership, not just rent controlled leases, should be considered.
Affordable housing	property tax relief
Affordable housing	Provide gap funding for nonprofits trying to build affordable homes. Help with cost increases of materials in order to be able to afford to build.
Affordable housing	Provide more affordable senior housing in the Zeeland/ Zeeland Township area
Affordable housing	Providing afforable housing
Affordable housing	Public health
Affordable housing	Quality affordable housing is of upmost importance right now. Not only is it the right thing to do it is an economic development tool. Home ownership will increase the tax base and help pay for the other things on the list
Affordable housing	Reduce the zoning square footage requirements and allow tiny houses.
Affordable housing	Review zoning laws and generate some numbers on the median wage being paid in the county vs. the cost of housing. Show residents the mis-match. Many of the other issues on the list would be helped by more housing, especially more affordable housing (not luxury condos for Chicago people to use on the weekend).
Affordable housing	Set a cap for landlords who continue to raise the rent and lease on apartments. The working class can't seem to get a break. They get a small raise at work and then inflation of gas and food takes that right back and more. Then landlords increase monthly rent to \$50 to \$150. A working person just can't get a break. These increases are taking away money that would be used for food, clothing and repairs/upkeep on automobiles. They can barely afford to set aside funds for retirement. And if they do have funds in a 401K they sometimes have to take loans from it for unforeseen needs. I fear for what the future will bring for my grandchildren. How did our system get so broken?
Affordable housing	Small house projects to decrease homelessness and or adding a homeless shelter w programs to prevent future housing emergencies.
Affordable housing	Solicit input from people in shelters and transitional housing.
Affordable housing	Some fixed income people complain about the cost of their apartments going up by \$300 per month because of a change in ownership. This seems like an attempt to push away fixed income families to gowhere? and then bring in wealthier people. Is there a way funding can create a sustainable program to help supplement fixed income families?
Affordable housing	Stop wasting our money. Use the money to fund something already working well.

Priority group for idea	Please provide a brief description of your project idea.
Affordable housing	The Housing Next Collaborative approach is working! Let's find a new director focused on Ottawa County to create more projects like the one in Robinson Township. My 25 year old, college educated son, works full time yet cannot afford a place to live. We must address this affordable housing situation!
Affordable housing	The need for work force housing is critical in Ottawa County. The increase in home prices, the rise of mortgage interest rates, the need for more housing stock, and the rise of short term rentals are all causing a major crisis for college graduates and first time home buyers. We need to redefine the term "affordable" and look at supporting these first time home buyers with some type of financial partnership. Thanks and keep up the great work!
Affordable housing	There are many affordable housing projects in the works in the area that would be more efficient in their completion and therefore more prompt in their service to the community if they were to receive increased funding for those projects. The housing organizations in the City of Holland put great effort in working together and partnering together to create projects that affect all areas around affordable housing in the community.
Affordable housing	There are too many rental housing projects currently being developed and not enough new homes for sale under \$300k.
Affordable housing	There is a desperate need for an emergency shelter/housing in the north end of the county. The nearest shelters are Muskegon and Holland and both do not keep families together but split them by gender. We have a growing number of homeless situations in our schools and within families but in Grand Haven and Spring Lake they are inadequately addressed by the schools and non-profits by paying for hotels and transportation. This is where the funds should go and the other proposals of broadband internet access is ridiculous to propose when there are far more pressing and immediate issues.
Affordable housing	This area already has to much affordable housing projects. It is ruining the Holland and allendale township areas. This housing brings issues and problems that law enforcement then has to deal with. Law enforcement is already battling these issues and is under staffed already. We are becoming a suburb of Grand Rapids and we do not want that here in this county
Affordable housing	Wages have increased in the area but also renting has as well. I can barely afford my rent now especially with child care centers having a wait list and not being able to go into work every day as a single mother. More apartments are being built in the area but they are more expensive and still a waiting list. We need to consider cost of living with gas prices being so high and just people struggling in general.
Affordable housing	We could really use an affordable place for special needs people that can live on their own, but in a community with others like them. Apartment like building where an RA type person could be there to assist when needed. There are many in our community that could benefit because they are too high functioning for regular group homes

# ARPA Funding Ideas from the Public Input Survey - Affordable Housing Priority Group

Priority group for idea	Please provide a brief description of your project idea.
Affordable housing	We desperately need affordable housing and I'm not talking about low income housing or more apartments. I'm talking about homes for middle class residents making a good income who historically have easily been able to afford a median home here who have been priced out of the market due to prices that have risen well outside of fundamentals. This used to be a nice affordable place to live and it's very sad to see that go away. We sold our home the end of 2020 in hopes to buy something that worked better for our family. We are very well qualified. We have excellent credit, good income, sizable down payment and we were putting in over ask offers and still were beat out every time and now things are only significantly more expensive with continued high home prices and significantly higher interest rates than last year. It is truly heartbreaking. My husband has a great career at the OAISD, we have a 15 and 13 yr old at GHAPS, I grew up here, we have friends and family here and we want to stay herebut we are facing the possibility that we may need to leave in order to buy a decent family home. Please limit airbnbs, short term rentals in residential neighborhoods and make it more difficult to buy second homesespecially those used as investments and please encourage builders to build affordable single family homes instead of pricey condos and overpriced homes catering to retirees, older folks, people from out of state, vacation homes, and just plain higher income households. Thank you
Affordable housing	We need to build/rennovate/create more affordable housing for people who qualify for housing vouchers and assistance. Many people get assistance, but then have nowhere to use it.
Affordable housing	We need to get residents in the suburban areas of the township all in city sewer. Too many lapsing septic systems are a public health risk because homeowners can't afford septic system fixes. I am a septic user in Georgetown Township who is within 200 feet of city sewer but only because when we purchased, the seller had to completely re-do the system which was 98% failed.
Affordable housing	We should not be providing funding to create more jobs until we have housing stock to house the people earning the wages we are seeking to pay. Jobs are currently unfilled because people can't afford to live in Ottawa County on the starting wages that prevail. Creating more jobs will just leave more jobs unfilled.
Affordable housing	When people cannot have their basic needs met which includes affordable housing, they cannot even begin to address any other barriers that are going on in their life as they are in survival mode. To have a healthy and safe community, housing has to be of utmost importance and multiple housing options that are affordable must be available. There are very few affordable housing units in the Ottawa County area compared to the need! Ottawa County needs to think outside the box and fund outside the box ideas. House sharing, mobile homes, more funding to non profits that have ideas for housing that are ALL INCLUSIVE, more affordable units period. If we as a community can figure this out, then with bulking up services for social services, people can stabilize more, then be able to go to work so the work force problem won't be there as crucial and then they can afford their own high speed internet. Those without a home are thinking about where their next meal is going to come from, not high speed broadband internet! Spend money on the root of the problem.
Affordable housing	Without affordable housing, none of the rest of these things matter.
Affordable housing	Would love to see some small villages of tiny houses, enabling folks to purchase a place.

Priority group for idea	Please provide a brief description of your project idea.
Business stabilization	A local fund for distribution to small businesses that either didn't/don't qualify for the larger federal grants for COVID-impacted businesses or to cover the cases where the funding was consumed by larger businesses and/or chains whose franchises qualified as individual business entities. When a small business loses an employee due to COVID sickness and the associated mandated isolation period, that places a sick pay and capacity burden on the company. Federal funding options have expired, so having a local fund available to small businesses would be a huge help.
Business stabilization	A thriving community starts with vibrant businesses operating within that community. The more businesses grow and succeed, the better all programs will be served due to the influx of revenue, job creation and a larger tax base. Would also like to see continued and increased funding for our fantastic parks and additional paved walking paths along some of our major streets. Thank you
Business stabilization	Affordable (must be cheap) door to door employee transport. Even with Max's current routes there are many employees at our very centrally located business (Lakewood and 120th) who spend 1.5-2 hours EACH DIRECTION on the bus. This is coming from other high density areas (like the Michigan/32nd St area). Buses availability during shift hours is also lacking (nights and early am).
Business stabilization	Built in safeguards so fraud/misuse is prevented.
Business stabilization	Businesses that were shut down deserve to receive funds to make up the difference. So this could come in different forms - exp - repayment of fees that were paid to county to operate etc. Those businesses/restaurants/gyms that were shut down and not able to be open to make money are the ones that deserve this money not the non-profit organizations.
Business stabilization	Covid monies should go to businesses that were shut down by government and also to those businesses who are struggling to stay open. Non profits should not receive funds to dispense how they want to. Only businesses directly effected financially should receive monies from ARPA funds
Business stabilization	Create opportunities and draw appeal for our county by creating clean power communities and the jobs associated with it. People nationally are drawn to these where solar and wind power are the predominant sources of electricity. It could impact multiple categories.
Business stabilization	Creating an Agricultural Land Trust: an alternative to PDR. Land trusts dedicated to securing agricultural easements exist in many states across the US. Currently, none exist in Michigan. If such an organization did exist in Michigan, it could provide a viable alternative to Ottawa County's current farmland protection tool – the Purchase of Development Rights Program. While this the PDR program has had some great successes in recent years, local PDR programs in general still have numerous challenges. Local land protection staff have recently begun interviewing land trust practitioners from around the nation and exploring the concept of an ag land trust in Michigan. The next phase of exploration includes hiring a firm to determine the feasibility of creating a dedicated ag land trust in Michigan. Protecting farmland, and thereby our local food sources, enhances the County's resiliency in the event of another catastrophic event like a pandemic.
Business stabilization	Creating incentives / job opportunities that are competitive to retain our youth after graduation from college or other secondary education/ training. Prevent Loss of this young talent group by creating environments in the workplace that will both challenge the young minds and allow for growth and advancement along with competitive wages and benefits. I believe this is extremely important to the continued growth of our community. Right now we do well attracting the more established older adults and retired population, but this is not sustainable for business development.

Priority group for idea	Please provide a brief description of your project idea.
Business stabilization	Employer based child care options
Business stabilization	Expanding general childcare options (including evening, overnight, and weekend shifts) and sick-child care will help employers hire and keep employees who have stepped out of the workforce to care for their children and grandchildren. This is critical for manufacturing and service industries and an opportunity for business-public funding partnerships to stabilize Ottawa County businesses.
Business stabilization	Fund a marketing campaign on social media targeted at "boomerangers" who have a historical tie to our area and are working in emerging tech sector professions or start ups. With the post covid emergence of remote work and digital nomads our quality of life should make us a net winner of talent that is much needed by our enterprises and to fuel new business creation.
Business	Give the ARPA funds to businesses that had a hard time navigating COVID.
stabilization	Such as restaurants, small groceries and any that were mandated to shut down.
Business stabilization	Give the money to the business you shut down!! Simple!! If funds are from Covid, then help those who lost money! It's simple!
Business	Give the money to the small businesses that lost almost everything due to the
stabilization	Department of Public Health's egregious Covid restrictions.
Business stabilization	Given the financial hardships many are suffering and the intent of the relief funds it seems appropriate to dedicate the majority of these funds to initiatives that will have immediate and lasting impact to residents in difficult positions. Solidifying good jobs through support of local business development and addressing affordable housing seem like two areas that could achieve this. I understand building infrastructure and technology can also aid in this, but it takes much longer to realize the impacts of those efforts.
Business stabilization	Grants to help mom and pop small biz expand and recover.
Business stabilization	Help business stay afloat help seniors, we're hurting and all you can do is spend spend spend. It's a wonder any of you commissioners are still in office.
Business stabilization	Help local businesses to enhance workforce opportunities within their businesses to encourage people to work. Incentivize employment opportunities to attract and maintain employees including opportunities for advancement, educational opportunities and assistance to deal with burn out and stress of workers, especially in healthcare and manufacturing. Include younger employees in planning to understand their needs and desires to sustain the workforce. Reward those employees in all businesses and occupations who worked through the pandemic, like road crews, healthcare, utilities, emergency personnel, veterinarians. Include all businesses for their feedback and ideas.
Business stabilization	Help local restaurants get serious about air quality, if they have not yet done so for financial reasons. More detail: https://www.theatlantic.com/health/archive/2022/03/restaurants-failed-covid-ventilation/623336/
Business stabilization	I believe if you go into business for yourself you know about things that could happen that could hurt your small business, therefore the government and grants should not bail out the small businesses. I am a small business and yes I was hurt tremendously by Covid however, I never expected anyone to bail me out! Those are risks you take when you start a small business, so I don't believe that portion of this funding should even be considered.

Priority group	Please provide a brief description of your project idea.
for idea	
Business stabilization	I disapprove of using the funding for private business. There are other options that have already been extended to the private business sector for pandemic relief funds. The money should be used as intended for community public service projects, or to increase funding for affordable housing or community health services.
Business stabilization	I feel we must have affordable housing before we advertise to bring more people to our arealack of housing has driven up rents and housing prices this was more of a thought than an Idea
Business stabilization	I think that Ottawa County should have daycare available for it's employees. This would be a huge attraction to potential employees. Ottawa needs to really focus on retaining and increasing it's own workforce to address the areas that ARPA funds are targeting. I also think Ottawa needs to do a much better job at diversifying to attract a broader workforce and population. We have a very right wing, CRC reputation and that turns off the younger work force. We are overly represented by older white male role models.
Business stabilization	Infrastructure capacity such as road or utility improvements.
Business stabilization	Instead of providing tax break and other related incentives to business which reduce local available resources. Promote workforce culture that incentivizes businesses to want to operate here and support the local economy and the full rate, thereby providing business pride in their support. "If you build it, they will come."
Business stabilization	Just a comment - supporting small businesses in the area may in itself help improve other areas such as housing and broadband access.
Business stabilization	Make it easier to run small businesses in residential areas.
Business stabilization	More cross training for workforce development
Business	More promotion, marketing for educational support, and opportunity for the skill trades
stabilization	ie plummers, electricians, tool and die etc.
Business stabilization	Not an idea, just a comment: If we want to attract people to Ottawa County, a solid and expanding DEI initiative will be critical. Diverse people will not want to live in a county controlled by Christian nationalists.
Business stabilization	Offer Business Grants to local small/med businesses who agree to startup/grow in the calendar year they receive funds, if they agree to hire from the local talent pool. Additionally offer grants for Marketing/Advertising if agree to use firms within the county of granted funds. ie: Help local business AND KEEP THE MONEY LOCAL.
Business stabilization	Our waterfront is a problem that is festering- growing more important and being ignored.
Business	Providing equipment/resources to area technical education schools equipment to further
Stabilization  Business  stabilization	train high demand, high wage job seekers  Public transportation option to help residents of the Muskegon area get to local employers in Spring Lake and Grand Haven area to help with the worker shortage issues in our area. Transportation is a major hurdle for many people and the pandemic has made finding affordable and reliable transportation even harder. We do not need to attract more white collar workers, but we do need blue collar workers and currently transportation and housing for that sector is not very doable.
Business stabilization	Reducing personal/property and payroll tax burden for small businesses.
Business stabilization	Repay money lost through government legal attacks
Business stabilization	Strong businesses lead to strong wages and strong communities. Focus on providing long term stability across the board, not quick one time handouts for specific groups.

Priority group for idea	Please provide a brief description of your project idea.
Business stabilization	Support training for the trades. Maintenance personnel, etc.
Business stabilization	Supporting the recycling industry locally could reduce the need for further landfills and if focused on materials required to supply the "green" technologies like lithium battery recycling could provide the raw material streams that local suppliers like LG batteries could take advantage of.
Business stabilization	Tax abatements are good. Put teeth into agreements. Delphi ran out of Coopersville after getting a big abatement from City of Coopersville. Someone needs to make sure abandoned factories have soil and ground water contamination checked before one piece of equipment can be moved.
Business stabilization	The goal should be to incentivize people to work. Several years ago people were saying there weren't jobs available, now there are jobs in abundance but too many do not want to work. This has been verified to me by many business owners who say they cannot get people to show up for work or who outright say they do not want to work. I don't know where their money is coming from but rather than more services, there must be a way to increase motivation. As a single parent of 4 children, I worked full time to provide for my family as well as to pay for my home. I did not have services to assist me in any way. I think Habitat for Humanity does provide incentive to own a home. I think the greatest area lacking is in our schools to hold people accountable and to promote goals and incentives. I worked most of my career with low income, disadvantaged populations and this was one of the greatest failures I saw. Too many social services for those populations seemed to promote lack of incentive and there was no need to work for something they wanted. Their health care was more complete and available than mine which I had thro my employer. Because I did have employment, I did not qualify for any services. Maybe reducing free services would give a greater incentive to work?? So many clients I served were just waiting for Section 8 and therefore unwilling to work to pay rent. I found few actually "in need" because they all had the latest electronic devices which were better than mine. The mentality of getting without working should be addressed at a young age in schools and incentives offered at that time to those who work hard in school.
Business stabilization	The work shortage in Ottawa county and Michigan could be partially alleviated with increased legal immigration. Ottawa county and the State of Michigan should pursue additional VISAs. Michigan's declining population will continue to be a choke on growth now and in the future.
Business stabilization	This would fall in business and social services. Invest in developing more trades education and training! You listed college but trades are needed more.
Business stabilization	To help the business' that went under during covid 19 get back up and running, for instance, curves and restaurents. Good to see The Grand Haven 9 back up and running!!
Business stabilization	Want to have a better quality of life
Business stabilization	We need to encourage more engagement between GVSU and Allendale (and Ottawa County more generally) through better public transit, walkable communities with sidewalks, and bike lanes. This would bring foot traffic and a student consumer base to Allendale businesses and improve relations between GVSU and the surrounding area.
Business stabilization	we need workers. maybe immigration reform. lower taxes

Priority group for idea	Please provide a brief description of your project idea.
Business stabilization	Why are nonprofits not included in this? Nonprofits are instrumental to helping residents of Ottawa County. Nonprofits had to close their doors due to lack of funding. They make the largest impact on our community, yet little relief is offered to nonprofits as opposed to businesses.

### ARPA Funding Ideas from the Public Input Survey - Countywide Broadband Priority Group

Priority group for idea	Please provide a brief description of your project idea.
Countywide broadband	Any infrastructure improvements to promote the accessibility of factual, truthful, accurate information about local events and government. Our county is threatened by conspiracy theorists and extremists denying reality about public health and elections, etc.
Countywide broadband	At the present time Grand Haven State Park doesn't have hi-speed internet access for guests. Supposedly the DNR has been working on a solution. It hasn't happened yet. (in 8 years) The Park struggles with it's water-safety messaging and having access to alerts would help solve the problem.
Countywide broadband	Broadband accessibility is vital for the education and business opportunities of our county.
Countywide broadband	Cell tower coverage and 5G are very weak in much of Grand Haven Township, result in residents to purchase wired broadband rather than wireless which is portable. Wireless Broadband is what we need!
Countywide broadband	Cheaper internet
Countywide broadband	Countywide Broadband for all residents at a better cost than all the private vendors.  Providing a possible countywide signal.
Countywide broadband	Countywide broadband will level the field for all children learnng. Equal skills in online learning will decrease barriers to all.
Countywide broadband	Create an internet Cafe T the church for use by the local community
Countywide broadband	Decrease monthly cost of broadband usage for senior citizens.
Countywide broadband	DO NOT spend taxpayer money on a broadband internet. This is best left to the private sector, they are the subject matter experts not inexperienced government part timers. Terrible project for taxpayers.
Countywide broadband	Dollars should be directed towards centers where people can use computers, such as community centers and libraries. I do not want to subsidize internet access for a homeowner nor pay for infrastructure for broadband to go to homes.
Countywide broadband	Ensure the funding is equally dispersed throughout the county, especially the underserved areas/towns of the county. For example Marne. The perception is the majority of the resources are focused around Holland and the Lakeshore. Please consider ALL communities and the benefit "of the whole".
Countywide broadband	For every household to have broadband
Countywide broadband	Free internet for residents. A check to residents. Help pay off driver fees or help expunge old charges so we can get into the job market. I want to be a driver but says I have old offense I cant afford to get cleared.
Countywide broadband	Free Internet to all residents
Countywide broadband	Having broadband is critical as more companies are allowing/requiring "work from home" scenerios. Maybe aiding paying for private companies infrastructure would allow them to expand into the more rural places in the county.
Countywide broadband	In my opinion, broadband is the most important. Mental health is #2, but we do pay taxes for this, but I'm sure it's not enough. Affordable child care is about my least desired option. We've all had to deal with childcare - it all goes with having children.
Countywide broadband	Just because you have the money doesn't give you the right to just toss it out on any fun project gives you that warm fuzzy feeling. Remember where the money really came from.
Countywide broadband	Municipal broadband should be available countywide, not just in certain areas. There is currently no competition for spectrum or Xfinity unless you live in the city of Holland. Expand broadband and bring down the price for everyone.

# ARPA Funding Ideas from the Public Input Survey - Countywide Broadband Priority Group

Priority group for idea	Please provide a brief description of your project idea.
Countywide broadband	Provide Broadband access for the purpose of allowing more firms to compete for customers. this is what will drive down costs and ultimately increase access for all. Do not just give it away to areas that have less access. make it attractive to suppliers to want to have access to these areas and potential customers. Capitalism is a good name!
Countywide	Provide broadband for all underserved areas. I'm five miles outside of Grand Rapids and
broadband Countywide broadband	have no high speed internet providers.  So this happened before sometime around 2007 or so and someone stopped the internet 400 feet from my home yet I have large frontage and pay a lot of taxessomeone made that decision and don't want it to happen again!
Countywide broadband	Study the project
Countywide broadband	We do not have internet access. We live in a rural area and cannot get a home protection system. Our home was recently broken into.  It would also be an advantage for my neighbors that have children in school that were forced stay home during the pandemic.  I also feel that the value of my home will suffer when we have to sell and move to an assisted living facility.
Countywide broadband	Why put ARPA funds into broadband when separate federal funds will be available through the infrastructure bill that passed?
Countywide broadband	You would be welcome to put a cell tower on my property !!

Priority group for idea	Please provide a brief description of your project idea.
Other	A high priority should be lifeguards at beach's including State Parks. There were 4 deaths 2 weeks ago. Would also like funds to improve bike paths, parks and roads. These are
	more important than the 4 categories listed in the survey.
Other	a public pool system; improving county parks; providing free membership to county parks for residents for a summer;
Other	Access to a broader labor base - Enhance transportation options between GR, Holland, Muskegon and Grand Haven (rail, bus etc) to tap a larger labor pool.
Other	Address potential water shortage/aquifer problem in the area
Other	Allendale Township needs a Bike/walking trail to connect to surrounding communities and to interconnect the different subdivisions. Roads close to GVSU are used by students to jog/bike. These roads (Filmore rd. & 56th ave. example) are 2 lane with no sidewalks/paths to safely separate them from 55 mph traffic.
Other	Allocate money for local township roads that the County is responsible to maintain instead of asking the Townships to pave them. You already have a road millage and there are still bridges and roads in need of repair. Gordon Street and Woodbridge are two examples in my township. Also drain maintenance is in need of additional funding. People would like their water issues resolved an use some ARPA funds instead of charging homeowners and townships.
Other	Allow residents to pay property tax monthly, reducing hardships due to lu mp sum policy.
Other	Another option could be tax rebate on solar panels.
Other	Any goal of increasing employment must have specific language targeted at disabled people, whether physical or learning. How to accommodate disabled workers should be required training for certain programs and grants.
Other	ARP payments to current and past county employees who worked during 2020-2021.
Other	As a homeowner on River Hill Drive who's trying to rezone/start a venue business on our property, it would be very helpful for Ottawa Co to take back this street from MDOT, which controlled when this street was M45, but no longer needs to since the bridge/road was moved over to Lake MI Dr. I was previously told by the county that MDOT would have to improve the road before they would take it backbut if there's extra \$in the county they could do it.
Other	Attract more competent mental health care providers to the area.
Other	Better roadway lighting, updating electrical poles & cleaning up roadway drains. Crockery township is BEHIND in so many areas & this area has the potential to gain a lot more residents with simple improvements. We desperately need high speed internet IM ON SATELLITE & it's a joke I was a resident in Georgetown township my entire life & recently moved to Nunica. (Business still operates out of Hudsonville)
Other	Bike path on north lakeshore drive needs resurfacing
Other	Bike paths in Holland Heights Save for future pandemics Heated sidewalk expansion downtown Repair roads Improve County and local parks
Other	Bike/walking paths in more areas.
Other	Bringing city water to places effected by the challenged aquifer under Ottawa county.
Other	Build safe passage across 31 and Chicago drive for biking access
Other	Can you help the sheriffs department with money for the critical response team?

Priority group for idea	Please provide a brief description of your project idea.
Other	Completion of the north bank trail in northern Ottawa County makes a non motorized gateway from grand rapids to grand haven. Statistics prove this also is a major benefit for the mental and physical health of people. This will also draw visitors to our county because of the completion of the trail in the southside of the river as well.
Other	Continue to expand the trail systems as it connects the community within and outside the towns
Other	Continue to improve our bikepaths, roads, infrastructure
Other	County infrastructure should be the focus here. County-wide broadband is included in that bucket.
Other	County wide tree planting since many trees are being felled by development since Ottawa County is the fastest growing county in Michigan.  Expansion of wastewater and sewage treatment to protect our lakes and rivers and elimination of septic tanks.  Promotion of recycling in Ottawa County.
Other	County-wide mosquito control / spraying during the warm months.
Other	COVID effected EVERYONE a lot of the resources available are not distributed to EVERYONE, those that survived and planned for future were hit just as hard but because they planned and had emergency reserves they are punished. We keep giving to groups that don't plan ahead. Teach people how to plan
Other	Create sustainable efforts to minimize impact of climate change and environment: subsidize solar or wind energy, geothermal heat for new builds, expand public water/sewer to rural communities, fund community gardens and training to maintain, subsidize sustainable yards w native, drought resistant plants to minimize water use, pesticide and fertilizer contamination, subsidize pollinator farms, tree farms, expand public transportation to rural areas, create commission of residents to establish green standards for companies, how to measure, how to hold companies accountable
Other	Decline the funds, don't be tied to the federal government. Do what's best for our county using our own local resources. Instead of taking federal funds that leave us obligated to follow ridiculous federal mandates, cut the crap out of our local budget and focus on what matters to the majority of people.
Other	Decline the money. The US is in too much debt.
Other	Develop a VISABLE Veteran Service Dept. that is co-ordinated with ( not delegated to) the other county, state & federal services available.
Other	Direct stimulus payments to all residents of Ottawa County to offset inflation and cost of living increases in the last 30 months
Other	Divide the money up and distribute it to townships and cities based on population. Local governments have a better pulse on their constituents needs. It's not the government's job to "try" to solve problems they "feel" exist. I would suggest holding off on any allocation of the \$57 million until after the November election and let the 9 new county commission members give input on how to be good stewards with taxpayer money.
Other	Donate money to healthcare workers who are still working through a pandemic and hav no aid, no increase in pay and will likely be working like this forever
Other	Enhancing the landscape of our cities and highways
Other	Everyone was affected by Covid so distribute the money equally to the citizens of Ottawa County.

Priority group for idea	Please provide a brief description of your project idea.
Other	Expand bike paths. Too many bikers are forced to use sidewalks which makes walking the dog difficult. I see nothing on your list for general quality of life improvements. Why push broadband? Starlink makes all that infrastructure not exactly cost effective. Just call Elon and get a starlink. Heck you can take your high speed internet out on the boat with Starlink. It seems that you government people are still working on last years problems.
Other	Expand healthcare availability and affordability. Healthcare is a sizeable business in Ottawa County and heavily affected by the pandemic.
Other	Expanded ESL and READ programs and teachers to make classes available for all individuals who desire them. Language acquisition is key to refugees and non-English speaking immigrants achieving stabilization in Ottawa County work force and communities.
Other	Expanding city water connections in areas that are well water based. With the rapid decline of the aquifer, this should be an extremely high priority.
Other	Expanding municipal water further. The Aquaphor is becoming a major concern and the cost of extending municipal water is too much for most developers to stomach.
Other	Expanding public transit (more routes, longer hours of availability, more stops, better reliability) and helping residents overcome other transportation barriers that affect their ability to get to work or school.
Other	Expanding, protecting and providing widespread access to nature and park areas.  Gardens, trees and nature provide a scientifically backed way of healing for all. Even intelligence is directly connected to the exposure to and access to trees in inner city areas. Plant more trees and gardens for the benefit of everyone.
Other	Expansion of retail grocery is needed in the Spring Lake township area with the growing population. Also expansion of the trail/bike paths.
Other	Extend the Dart bus to include Port Sheldon. The elderly are even more isolated because of the pandemic.
Other	Financial literacy courses for the public. Budgeting, saving, investing. or, Fundamentals of home ownership. Care & maintenance education & resources
Other	Finish the bike path to connect 148th and fruitport rd across hickory st in Spring Lake
Other	Fix more roads and bridges. Make a plan to widen the bridge between Grand Haven and Spring Lake.
Other	Focus in small businesses, and local law enforcement as well as mental health. Not woke diversity and inclusion programs, along with other far left programs. This county is conservative and needs to get back to supporting rule of law
Other	For all of these efforts, create robust stakeholder-involved Frameworks for how the initiatives will be created and rolled out.
Other	Free mental health who are unable to afford copays of private insurance or for those who have no access to mental health services. This can be done by providing funding for non profits who support this goal.
Other	Fund a county employment position to coordinate needs and direct county residents to appropriate resources, contacts, and information as needed. Often times help is there and available but unknown and therefore unaccessible.
Other	Fund small local gardens on south side of holland with gardening literacy classes.
Other	Funding for Ottawa County Parks projects should be considered as these provide a potential benefit to all residents.
Other	funding to the Ottawa Parks. During the pandemic the parks were used by more people than in previous years. This took a toll on the condition of various park features / resources and illustrated the value of the parks. Example: hiking trails were heavily used and some have been degraded and need maintenance.

Priority group	
for idea	Please provide a brief description of your project idea.
Other	General improvement in public transportation - the Trolleys that are coming out to Spring Lake, Fruitport and Ferrysburg are AWESOME. I would love to see that expanded. Additionally, providing incentives for companies like Uber, Lyft, and local taxi companies would be great. Also anything to help with lake, river water quality would be great. Thanks!
Other	Give all of that money back to the DC liberal swamp. Call a press conference, notify all media and state emphatically that Ottawa County is able to take care of itself. Do not accept that money by fiat and subject us to any progression towards socialism.
Other	give each ottowa head of household 1000-2000 checks
Other	Give it back to the American tax payers
Other	Give lower paying ottawa county employees a small bonus. Many were not included in this last April bonus/2% pay increase. Park workers, housekeeping staff ect
Other	Give stimulus to hurting people on social security.
Other	Give the money back to taxpayers. That's almost \$200 per person. This is something we could all use for gas, property taxes, daycare, food, and increasing utility bills. Just give it to the people to do what's best for themselves during this unprecedented time of need.
Other	Give the money back to the tax payers. This is ridiculous. We need less people depending on the government. Less government telling us what to do with our lives. Less government involved in our health decisions. Replace the HHS leadership. We are paying high taxes, higher than ever with the new purchase prices of homes. Give the working folks a break.
Other	Give the money back.
Other	Give the taxpayers their money back, since we are already paying for these funds
Other	Giving the money back to the Federal Government, so that it doesn't put the nation into further deficit.
Other	Giving the youth more opportunities, that normally would not have the resources to achieve their dreams.
Other	Having an area for kids to get up and use their bikes on a mountain biking trail or bmx track.
Other	Help clean up harbor island and increase access to fresh fruits and veggies by expanding community gardens.
Other	How about we put that money somewhere it helps all Ottawa county residents. Tax cuts. Every Family and business owner has suffered from The strict Covid restrictions placed on us by your leadership and currently we are suffering more from Bidens build back better. Inflation is at an all time high. Let that money help all the citizens of Ottawa county not just a select few.
Other	However, you plan to use these resources ensure that they are not band aid solutions, but rather long term solutions. For mental health/social needs services that will be there long term and not simply based on a short term grant. Broadband-something that allows access to those in those areas and those who travel to those areas and don't have access to connect when in those areas (social workers). Housing that is not poorly made/designed and that which assist those who are working to decrease the barriers and learn about healthy life styles in education, food and sustainability.
Other	I am not sure if the funds can be directed to these areas, but if so, I'd love to see funding allocated to improved water infrastructure (extending mains to minimize the groundwater issues in the County and address leaking pipes), as well as a greater move to resilient (nature-based) shorelines.

Priority group	Please provide a brief description of your project idea.					
for idea	I am really curious how the ARPA priorities were narrowed down to four areas as defined					
	in this survey. I would like to see a portion of the funds allocated to supporting the first					
Other	responders that were working during the pandemic while many were sitting at home. The					
Other	support could be through additional hazard pay, improved technology, or additional					
	staffing,					
	I believe we should stop writing checks our kids can't pay for. We are kicking the can					
Other	down the road. Fiscal responsibility needs to be more important, even in the county and					
Other	not just the federal level.					
Other	I brush. Removing and road side cutting					
	I don't have a specific idea, but whatever you do, please use the funds to focus on equity.					
Other	We are the fastest growing county in the state. Let's do this right.					
	I don't have a specific project in mind, but I am concerned about the water quality and					
	quantity in the county. I know the county has been doing lots of studies and some					
Other	education, but the situation is becoming dire in parts of the county, and I doubt it's going					
	to get any better.					
	I don't know if this is a project idea. I would like to see a continued commitment to					
	preserving parkland and/or farmland as part of an overall effort to safeguard the					
Other	environment we all share. This would mean assessing the environmental impact of any					
	new business/factory/housing development, funding the maintenance of current green					
	spaces, and dedication to keeping water and soil as clean as possible.					
	I like the ideas you have, this is actually more of a comment. I would encourage you to					
	consider capital sorts of projects (i.e. broadband infrastructure) over operational					
	programs. Operational never goes away and while money like this can fill a temporary					
	hole, operational costs should be built into our budget. However, projects like broadband					
	infrastructure are then present for a long period of time. I ranked social/human services					
	2nd, but with this general idea in mind. What can we do to establish something that					
Other	could serve, over the long term, our current residents? I assume we have something like a					
	community health needs analysis, for example. What does that show that we need and					
	how can we use this one time money to support projects that otherwise would never be					
	done. Let's focus on serving those here, and improving quality of life for them, prior to					
	recruiting more people here. I am all for business development, but first we need to					
	ensure that we are caring for the people we already have here and are under resourced					
	before we talk about bringing more people in that require low cost housing.					
	I realize that it's difficult to turn down "free' money, but free funds come at a 'cost'. Easy					
	to spend this gift, but the financial costs will be long lasting. Broadband is a perfect					
	example of short term spending leading to long term costs. Another example is the 'Lens'					
	of spending ARPA funds on Job Creation. Maybe a good idea when the funds were					
	granted But have you seen how many "Help Wanted" signs are out there? All we hear is,					
Other	"sorry, we can't find employees". Sadly, I realize nothing I write will change the direction					
	and spending of the ARPA \$57,000,000. Ottawa County Commissioners have abdicated					
	their leadership role to consultants and special interest groups. Diversity, Equity and					
	Inclusion is a hurtful 'Lens' being used to chart our future. We need to return to investing					
	in Equal Opportunity for ALL.					
6.1	I recommend partnering more closely with our local business and coordinating across					
Other	community groups to drive creative solutions to meet our needs.					
Othar	I think additional access points to the lakeshore and beach would improve the quality of					
Other	life in the area.					
Other	I think it falls in the business stabilization and human services group. It would be					
Other	wonderful to have more transportation options for residents					

Priority group for idea	Please provide a brief description of your project idea.
Other	I think Ottawa County is a beautiful place to live. Thank you for your work.  I just want the county not to discriminate. Not to ban books, and not choose commerce over our beautiful natural areas. I know all these things are difficult. But they are so important.
Other	I think we should increase bike lanes, other forms of transportation besides cars, and make the area more pedestrian friendly. Bike paths are nice, but we should also have lanes in the roads, like in downtown GH and Holland, and encourage people to ride or walk more.
Other	I would advocate that \$1,000,000 be set aside for groups of communities to apply for, as a match, on a 50/50 basis, for regional sustainability studies. There should be strings attached: The groups of communities (for example, GH Twp, GH City, SL Twp, SL Village, Ferrysburg, Crockery Twp and Robinson TWP) would be required to have a very transparent process for the development of such studies(in their budget, there would be a requirement for considerable "communication" to the public); the local commissions would be appointed by local governments, on a population proportional basis; they would have a one year time line to complete their efforts, with the communities then having 4 months to approve or disapprove the work product; the county would have the right to accept or reject the consulting group proposed by the cooperating communities; and the senior elected official of each community shall be an ex-officio member. This would have a very long term positive affect, and would likely gain increased cooperation for our growing communities. It might also be helpful for farmland preservation.
Other	I would like to see more of the highly traveled dirt roads get paved and city water expanded to the regions having problems with their wells.
Other	i would like to see natural gas available to all residents. internet is also important but with tmobile and att wireless, the internet isnt really a problem anymore. i was surprised to see it as an option at all. i feel like all internet will be wireless in the coming years anyways. if the county wants to improve infrastructure, i would start with providing residents a cheaper method to heat their home.
Other	I WOULD LIKE TO SEE PROMOTION FOR A MORE DIVERSE POPULATION IN THIS AREAA MORE PROPORTIONAL MIX OF EHTNIC AND COLORED PEOPLE.
Other	I would not be happy to see the county or the State use these funds for anything other than what they were intended, i.e., not to reduce overall taxes as some states are currently attempting to do. Use them to benefit our citizens and make the State of Michigan and its people healthier, educated, well-taken care of and ready to contribute to the State and the country.
Other	I'd love to see money allocated toward the construction of additional pickleball courts, that included lighting, and ample parking. Pickleball is an activity enjoyed by people that transends income, socioethnically, religion, age, fitness, and anything else. This activity brings people together on a level playing field and increases community bonding.
Other	If there are left over funds could they used for a large scale pickle ball facility? Place for multiple courts with designated areas for each level of players.
Other	Improve broadband options, improve road commission services, improve roads, increase police presence. Improve our current services before spending that money on new programs
Other	Improve traffic congestion and flow at Lakewood $/$ 112th $/$ Chicago Drive by conducting a traffic study and improve cycle timing at a minimum or redesign.

Priority group for idea	Please provide a brief description of your project idea.					
Other	In light of burgeoning traffic volumes in my area of residence, traffic studies to improve traffic flow such as better synchronization of traffic signals, rarely are they consecutively green, more often sequentially yellow and red (No speeding, posted speed) (waiting two to four red lights to get through intersection, most annoying MDOT managed signals in this respect in rush hour), left turn signals, left turn before straight through. Better cross street information on higher volume, higher speed roads, about where a reasonable person should began braking for turn, highest volume roads greatest priority.					
Other	Increase pedestrian pathways and parks					
Other	Increase the number of deputies on the road to increase community safety					
Other	Increasing bike paths, recreational hiking, and /or public Lake Michigan access					
Other	Increasing energy availability and thereby decreasing energy costs by incentivizing local residents and businesses to invest in renewable energy. Rooftop solar etc. This will also reduce our dependence on energy from outside our communities making us more self sufficient.					
Other	Invest in elections!! They are under attack and we need money to keep them safe and secure					
Other	Invest in more pedestrian and biking infrastructure to allow healthier modes of transportation. Rails to trails, dedicated bike lanes, more direct walking routes to busine districts.					
Other	Invest in preserving green space, farmland and reducing urban sprawl.					
Other	Invest the money in a trust and use the dividends to pay for something the community needs in perpetuity					
Other	It would be very good for the residents to have Ottawa county continue to make this a walkable community. People first, for safety, exercise and family. Less focus on car culture. More reverse speed bumps to slow traffic in neighborhoods, more painted lines on roads to visibly slow drivers down, enact better sound restrictions. Limit gunsThank you.					
Other	Just keep up the DEI initiatives please. So thankful they are part of the organizational values.					

Priority group for idea	Please provide a brief description of your project idea.						
Other	LAKESHORE EROSION, CAUSED BY UN-INTENDED CONSEQUENSES OF WELL INTENSIONED CONSERVATIONISTS. GIVING TO MUCH AUTHORITY TO EGLE, WHILE WATCHING HUNDREDS OF MILLIONS OF DOLLARS OF LAKESHORE EROSION DECIMATE THE DUNES THAT THE LAWS WERE DESIGNED TO PROTECT. LAWS WERE STAUNCHLY ENFORCED THAT CAUSED THE DESTRUCTION OF HUNDREDS OF MILLIONS OF DOLLARS OF EQUITY, PROPERTY AND VALUE ALONG HUNDREDS OF MILES OF SHORELINE. MILLIONS OF TONS OF DUNE IS AT THE BOTTOM OF THE LAKE THAT THE LAWS WERE DESIGNED TO PROTECT. EGLE IS PROTECTING THEIR JOBS AT THE EXPENSE OF THE ENVIRONMENT. HOMEOWNERS HAVE LOST A LIFETIME OF DREAMS DUE TO POLITICAL, POWER GRABS. A TONE DEAF STATE GOVERNMENT SAT BACK OBLIVIOUS TO THE DAILY DESTRUCTION. AND STILL REMAINS TODAY. (REVISE EGLE POLICY TO ALLOW HOMEOWNERS TO SAVE THE DUNES, SAVE THEIR HOMES AND SAVE THE SHORELINE FOR FUTURE GENERATIIONS.) OVEREGULATION, HEAVY-HANDED ENFORCEMENT OF POORLY DRAFTED LEGISLATION AND A SLO MIGRATION OF TOTALITARIAN POLICY DRAFTED BY ONE SIDED INPUT HAS CAUSED AN ENVIRONMENTAL DISASTER IN MICHIGAN.  ON A SECOND NOTE: INCENTIVISE WORKFARE NOT WELLFARE! PEOPLE WILL BE ABLE TO AFFORD HOUSING. LEND A HELPING HAND BY ENCOURAGING LEARNING AND MOTIVATING PEOPLE TO DREAM OF A BETTER LIFE THROUGH PLANNING THEIR WORK AND WORKING THEIR PLAN, RATHER THAN WAITING AT THE MAILBOX FOR A NOTHER HANDOUT TO GET THEM THROUGH ANOTHER WEEK. TO BECOME SELF SUFFICIENT IS THE BIGGEST SOURCE OF PRIDE.						
Other	Law enforcement in Ottawa County does not have basic access to video recording devices. No In-car video, no body cams. It doesn't make sense to have a modern police force with a healthy tax base, which serves a diverse community, that does not have this most basic and expected resource available to them.						
Other	Lower property taxes for everyone. Return the remainder of the funds to the feds so they can lower our taxes, also, rather than pick special interest groups to support with our tax dollars. This is not free money. We had to pay for it in the first place, and our kids, grandkids, great-grandkids and beyond will all be slaves to taxes due to the uncontrolled spending that the current administration has joyfully participated in.						
Other	Lower property taxes, refund to residents (Not business handouts)						
Other	Lower taxes						
Other	Lower Taxes						
Other	Make all parks free to visit. No more paying to visit						
Other	Make funding available to promote, select, and install public art.						
Other	Make sure the money goes right into the hands of the people who need it. There is overwhelming evidence that "trickle down" doesn't work. Making the wealthy wealthier doesn't help communities. Grass roots projects that empower people make communities better.						
Other	More indoor aquatic centers allowing year around access to swimming and lessons for both kids and adults. Affordable options for these as well for those below certain incomes. The lake is great but only for a few months each year.						
Other Most states are giving gas card to there residents. Give back to us elderly we CANT much of anything Internet is important but costly for most as well.							

Priority group	Please provide a brief description of your project idea.					
for idea	Mujdeer Establish on Ottowa County Council representing persons from diverse cultural					
Other	My idea: Establish an Ottawa County Council representing persons from diverse cultural backgrounds to serve as laisons to the Ottawa County Board of Commissioners about the needs and issues Ottawa County"s culturally diverse population. face on a daily basis. (while Ottawa County embraces diversity and tells us this is where, "You Belong" it is not reflected on governental boards, committees, and we find that inclusivity often does not include our rich diverse cultures in our county nor are their voices being heard by our County and local government.).					
Other	Need street cleaning on the sides of the roads. The debris is often a hazard for walkers.					
Other	Not a new idea, but this may be an opportunity to invest in water quality throughout the county.					
Other	Not using the funds at all if there are strings attached from the federal government. A "none of the above" option could be useful.					
Other	On the topic of digital awareness, the county should spend some of these resources supporting the excellent work of the Clerk's office to share information about election security. Several capital improvements could also be made to improve the county's election security posture at the city, township, and county level.					
Other	Park upkeep					
Other	Parks and outdoor recreation are very high on my list.					
Other	Parks, walking paths					
Other	Pave more dirt roads! It's ridiculous this day and age that we still have many dirt roads.  This isn't the horse and buggy era! I and many area residents would be willing to pay more in property taxes.					
Other	Pave the gravel roads in Blendon Township					
Other	Paving dirt roads					
Other	Pay down unfunded pension liabilities that exist.					
Other	PFAS please address this concern in ottawa county					
Other	Please build into the disbursement process specific, measurable, attainable, report able, and specific time table into any disbursement of the funds be good stewards of these resources!!					
Other	Please consider adding or creating new county parks, bike paths, disc golf courses, walking trails, and other designated areas for improving physical fitness and health. Thanks!					
Other	Please continue to communicate frequently on the use of these monies! Also, please send reminders about community meetings, and any decision-making. It is extremely important to me that the CITIZENS of our community make the decision as a whole, and not a select few members of a board or commission.					
Other	Please continue to upgrade all county parks and recreation opportunities!!!					
Other	Please focus funding on projects and programs that can be solved or influenced by a one-time injections of funds. Avoid spending that sets us up for additional expenses in the future and avoid spending on projects where other grants or sources of funding could be sought.					
Other	Please rely heavily on the priorities determined by experts in the community. While soliciting community feedback from individuals is thoughtful, it should not be determining community-wide funding needs.					
Other	PLEASE send the money back. Enough with creating more debt, pay off what we owe. No business would ever survive with this kind of borrowing, we don't have the money to spend we're just spending more debt. Enough already, let's set an example. Quit it!					

Priority group for idea	Please provide a brief description of your project idea.						
Other	Please stop clear-cutting our trees for unnecessary stores etc. Stop using black top asphalt, we're in a global warming crisis. Use ground coverage type farming, rather than irrigation. Limit house sizes to fit family members, stop wasting resources for luxury. Thank you.						
Other	Promoting safety for bikers, and other pedestrians who walk on Hickory St- to get to the paved bikpaths. The project would be to complete a bikepath path "loop" on Hickory St. to connect 148th and Fruitport Road's bikepaths. Cars travel at a speed in excess of 45mph on Hickory and there is no shoulder to the road, so all kids and others are walking in the street. The distance of bikepath needed would be just under a mile at about 0.7 miles of path to be built. Thank you for considering!						
Other	Provide additional funds to both private and public schools specifically for use in the following areas: tutoring services for kids who fell behind when schools were shut down, mental health services within the schools, increased school security and teaching of more technical and financial skills to students Children our or future!						
Other	Provide Grants to township residence who are living on incomes under \$75k to update and or make major repairs. These funds can provide work and incomes to Service people who do repair and renovations, while also supporting the retail industries for the materials needed. These funds are given to the lower incomes and work up through the middle class, and into major suppliers and back to government in taxes. This plan helps improve the community neighborhood aesthetics, the individual home budget needs, property values, community relations, and provides work opportunities at all levels. People who have older homes need new driveways, siding, windows, decks, fencing, sprinkler systems, roofs, Landscaping projects, kitchen, bath, basement,remodels, etc there seems to be an ever ending list of things need to maintaine or repair, that can not be done on the budgets of home owners. My hope is that the committee will have trust in the population to do, that which is needed to their home needs.						
Other	Provide money to all the county who worked with the public during the pandemic. Put more value on the employees you have or you will continue to lose employees.						
Other	Provide safe drinking and irrigation water to parts of the county with groundwater salinity problems.						
Other	Provide safe ways for pedestrians and bikers to cross the 31 corridor through Holland/Holland township. Also the Bus.196 through the Zeeland area.						
Other	Public water and sewer access along 48th, pave Johnson south of 48th. Limit dust, cost to maintain, help maintain property value.						
Other	Putting funds towards moving power lines underground. Every year we deal with power shortages due to severe weather or accidents involving electrical lines. Going through power shortages not only creates health and safety hazards for residents affected, but it also negatively impacts business who are unable to operate. One of the simplest ways to protect our electrical grid is to move them underground.						
Other	Recreationmaintain and upgrade Ottawa Cty segment of the Musketawa Trail. Safetyinteractive activities with law enforcement officers and offices. Ordinance Enforcementadditional personnel to proactively enforce current ordinances. Communicationcease reliance on Facebook to communicate with citizenry.						
Other	Reject all government aid. Aid always comes with strings attached and makes us more beholden to the federal government. Additionally, none of the categories in the survey are within the purview of the authority of the Ottawa County Government. Reject all public/private partnerships. Promote freedom and independence through the law of God. This will ensure the prosperity of our county.						
Other	Repair Infrastructure where needed						

Priority group for idea	Please provide a brief description of your project idea.					
Other	Restart conversation about mass transportation: bus, train Within cities/townships and between jurisdictions.					
Other	Return ARPA funds to pay down the national debt which is shameful and very inflationar					
Other	Return the extra money, so many people and places received COVID money and did not need it. Spending money just to spend it is not good stewardship. Why did people and places get money when they were not affected by COVID economically?					
Other	Return the money. Do not contribute to the inflationary spending that is causing havoc.					
Other	School security, funding school lunches for all students, money/reimbursements sent directly to tax payers, free counseling available for county residents					
Other	Send money back Stop the stupid spending of the USA government					
Other	Send some funding to Project Clarity to continue their work on cleaning up our waterways.					
Other	send the money back to the federal government. It is clearly not needed for its intended purpose.					
Other	Significantly improve public transportation within the county - for example, I would like to be able to get to the train station in Holland from Grand Haven so that I have access to the world.					
Other	Similar to stimulus checks but back to the Ottawa county residents.					
Other	Sincee the county does not have an overwhelming demonstrated need for this 57 million dollars, send it back to the federal government to be used to as a drop in the bucket toward payment of the national debt.					
Other	Slow the speed limit on lakeshore (to 45 MPH), it will protect lives of pedestrians (home owners getting their mail) and cyclists, it will reduce road noise and increase home values. Which in turn will over time increase tax revenue for the county and townships. As well as make Ottawa county more pleasant. Small changes in the roads infrastructure can reduce speeds. This would also be valuable on Mercury Drive in Ottawa Beach Road.					
Other	Spend the money wisely					
Other	Spend to improve maintenance to infrastructure. Bike paths, local roads, sidewalks.					
Other	Spend wisely any new projects will cost money for up keep.					
Other	Stop cuddling the people. We ALL got jobs at 14 years of age and worked hard to pay for my car, and college after HS. We both went fulltime as soon as we could. We both were fulltime prior to marriage and then purchased a home. We both worked 40 plus years and one is retired and the other is about to retire we hope. But not sure if we can due to GH Twp tax increases and the NON needed mileage increases. These costs are being voted in by the people who can't afford a home, or even does not work.					
Other	Stop wasting money on local beautification projects and spend it on more permanent infrastructure like roads and bridges or maybe 5-G cell towers people can access the internet etc.					
Other	Study the declining work participation rate by men and determine options to return them to the workforce.					
Other	Support surface and ground water protection and improvement projects, upgrade old stormwater infrastructure to respond better to extreme weather					

Priority group for idea	Please provide a brief description of your project idea.						
Other	Supporting parks - More Pickleball courts in south eastern county						
Other	The business stabilization ideas other than county promotion are antithetical to true capitalism. Government should not prop up private businesses. Also, I appreciate broadband access to all, but we should at the same time ensure that there is genuine competition for internet providers. Most county residents have very limited choices in internet service providers, which drives up prices. Have the wires be a utility and encourage competition amoungst ISP's to ensure that all county residents can receive good internet service.						
Other	The length of time it has taken to execute this plan is disappointing. The greatest need has been immediately in the aftermath of covid. If it takes much longer to get the resources into the hands of the people it was meant to help in a timely manner you might as well call it something different as it has lost its purpose. Please don't continue to disappoint the residents that you serve. Additional hold yourself accountable and be transparent in how much of these funds you identify for administration.						
Other	The money should not be spent, the county doesn't need it. SEND IT BACK TO WASHINGTON!!						
Other	There is a huge need for special need daycare. Both child and adult services. Before/after school programs for specialneeds						
Other	There is no demonstration of \$54M adverse impact on the county due to covid. This is a lottery win that is not needed. If it was needed you would not have to ask for ideas to soend the money. Give it back						
Other	There is no transportation service that comes to West Olive and can go to either Holland or Grand Haven so people are stuck and have a hard time getting to town or work if they have car issues or need a ride because they no longer have a vehicle						
Other	This money should be used in conjunction with the Row vs Wade decision to help stabilize families and create a County wide adoption program. Any additional funding should be spent on the removal of CRT & DEI from our schools and County.						
Other	This would be a great time to upgrade hazardous corners with roundabouts. They are in so many in other areas but in Grand Haven Township, none. Some intersections that could be helped with this are Mercury Drive and Groesbeck, Mercury Drive and Robbins Rd, Mercury Drive and 144th, Ferris and 168th and some along Lakeshore Drive that are so difficult to maneuver.						
Other	To bring back encouraging the youth of today that we still need hairdressers, police officers, fire fighters and other jobs that are good pay but we are no longer encouraging them into those jobs. Have programs to encourage these jobs.						
Other	Traffic control and widening of all the two lane roads in Ottawa County is inevitable based on the population gains the county always brags about.  Use the money to get ahead of this by investing in the infrastructure now. Many roads need traffic control lights because the speeds determined from the 1960's no longer apply. Other counties in our state are good case studies of what happens when you ignore increasing population and roads built when Ottawa County was mostly rural. (See Macomb & Oakland County). With the Holland area bringing in billions of dollars in new business investments, transportation issues should be the basic services the ARPA money is used for. Everyone benefits from this investment. Social issues come and go based on the flavor of the politics of the times. Infrastructure improvements cross all cultural differences. To keep Ottawa County the attractive place it is to live and work, put aside differences and invest in visible infrastructure improvements.						
Other	Traffic law enforcement. Stress how traffic laws are meant to help share road facilities. We need to think of others.						

Priority group for idea	Please provide a brief description of your project idea.						
Other	transportation availability						
Other	update and fix roads. Use some funds to help local small fire departments. I know many smaller volunteer fire departments could use help with updating gear, scba, station improvements/updates.						
Other	Use some of the money to deal with the water quality and aquaduct shortage/known issues in Allendale Township as well as paving the dirt roads on Pierce (between 88th and 72nd) and 84th Street as well as making Internet more reliable in rural areas.						
Other	Use the money to reduce property tax.						
Other	Walkable neighborhoods						
Other	Water preservation and cleanup highest priority where we live.						
Other	WATER! OTTOWA COUNTY CANNOT RELY ON GROUNDWATER/WELLS FOR IT'S RESIDENTS FOR MUCH LONGER! WE NEED TO USE THIS MONEY TO CREATE PUBLIC WATER SYSTEMS TO SERVE THE RESIDENTS BEFORE ITS TOO LATE.						
Other	We are an amazing organization but continue to overlook and neglect training for our Sheriff's Office Personnel. This has only become worse due to personnel shortages and road coverage. Agencies our size and much smaller have training units. These units consists of a team of personnel to train and educate staff members. Kent County Sheriff's Office has four training deputies (two road patrol and two corrections) one training sergeant, one training Lieutenant and a fulltime office assistant. Holland Police Department has a training sergeant and one training officer along with an office assistant. Ottawa County has one training sergeant that is essentially part time due to taking walk-in complaints, covering road patrol shifts all while also trying to provide training to the entire organization including our marine patrol and corrections staff. We need to develop a training unit that can focus on training or employees in dealing with the high stress situations they encounter every day. We also need a training facility. The Sheriff's Office doesn't have their own outdoor shooting range. We drive an hour one way to use Allegan County Sheriff's Office Range. This cuts our training time by several hours due to travel and setup/takedown. We have an old and out dated indoor range that continues to leak, fall apart and deuterate. A training facility with a 100 yard indoor range along with a mat room would provide a safe and excellent training environment for our staff. Ottawa county desperately needs to invest in our employees and communities by training our law enforcement/ corrections officers to the highest level of standards to ensure the safety of our citizens.						
Other	We need more bicycle paths to get from downtown Hudsonville to the Kent trail system. Specifically, between Baldwin and Port Sheldon. It's hard to get to the Kent trails safely as it stands. I'm also interested in being able to connect to the Idema explorer trail from the 58th district court area. If you need anything more, let's make some mountain biking venues in the Hudsonville/Jamestown area that we can safely ride bikes to. Holland area has loads of trails, that should be our county wide goal. We need more bikes, not more electric cars in my opinion. Thanks for asking!!						
Other	We need more discussion, transparency, open forums on water resources in our county, declines in supply, and how to balance development in the county with climate realities and potential increase in population. There is not sufficient coverage of water issues here. Perhaps this would fit under the County Initiative bucket or is already there. I'll look for it.						
Other	We need to address the water problem. We are running out of water and you continue to allow more housing. We cannot even have 2 water usage sources running at the same time in our home. We cannot even water our garden if we want to have water in our house.						

Priority group for idea	Please provide a brief description of your project idea.				
	Why was offsetting costs and strains on resources removed from the priorities?				
Other	Are you considering using some of funds to accelerate completing the family justice				
	center or potential cost overruns on long-term projects of this nature?				
	Your survey is skewed to guide on ONLY the 4 items you listed. What a waste of tax payer				
Other	-OUR- dollars. Give the money back. More local governments should do the same!				
Other	Please, never again question or wonder why people say the "government steals" or "out				
	of control spending".				
	Hire more and pay them what they are worth. The community needs more police. Even				
Other	the sheriff has provided information that crime rate is higher in the county. The last thing				
	we need is county woke programs. Respectfully a man with grandchildren.				
Other	Who got to decide who is on this board, why not some normal people and not all non				
	profit orgs leader, how about business people? How do I get on this board?				

#### ARPA Funding Idea from the Public Input Survey - No Group Selected

To buy UP or find donor of an unused school factory hospital. Use For LOW HOUSING, but people have to work. Me myself at 70 yrs old found myself in a mission after having quite a few awesome homes on myself great jobs professions I found myself homeless it's been hell but I have a great job now and I'm moving into an apartment it's going to cost me \$1,200 a month diamond housekeeping at a hotel in Holland which is very hard work however I love it getting paid for therapy on the other hand I'm a former flight attendant business owner etc etc then I find myself homeless I am writing a book my dream would to have the county provide a home by a former hotel have a donor I love fundraising and I would love to have a program to help women with grooming hygiene and presentation when applying for a job simple things like how to even shake a hand people don't even know that I paid \$1,200 a month which is outrageous and truly it's the best I can do I make too much money to qualify for housing but not enough to have a simple way of living it's 70 years old I only get social security and \$14 an hour well whatever you need my name is Julie Schmitt I don't care if you use my name and my email number is godsjul1952@gmail.com. I would love to talk I stayed in a mission in Holland and it was the most disgusting horrible malignant treatment I've ever seen and experienced on the other hand they were very wonderful things that were provided for me at my age I was incarcerated for 34 months from DUI's after 20 years of sobriety ministry amazing family amazing jobs and I fell apart in a very abusive marriage but I stayed hence the book that I'm penning only to say that is that when women are released from prison they're not morons they're not nerdowells. Miralax intelligence I suffer with PTSD praise God I finally was diagnosed sad isn't it after 70 yrs. It was sober 20 years but they even before that I was in countless therapy rehabs jail mental hospitals and never ever diagnosed crazy huh well our mental health situation needs to have an overhaul as well people are not ignorant nor one hour or one session a week does absolutely no good great information maybe one or two things strikes a nerve or a brain cell but it's just all together crazy people as homeless people people that are in rehabs coming out of prison or treating like lesser people but I'm here to tell you that some of the most intelligent beautiful unimaginable talented individuals so behind fences that should actually be an office himself people that are in office and try to run departments corporations public office seats unless you've walked in people's shoes you have absolutely no clue at the mission that I was at the people that ran it the woman who was the head administrator and also the man that was ahead administrator absolutely we're so demeaning and felt and acted Superior but have absolutely positively no clue what women who have been abandoned torture violated abuse etc I'll have so many issues and the demands put on them were ridiculous most of the women needed at least one or two days just to sleep rest and even realize what the heck just happened in their lives they're confused they're mandatory Bible study is a 30-year-old movie of Adam and Eve are taught things that were almost embarrassing because most of these women know about Adam and Eve most of the women know about Jesus and the crucifixion and all that but they have deeper issues than that they need to know how much they are loved nurtured cared for purposed. Don't take me wrong I love the Lord with everything in me and I finally got my relationship back that alcohol put a chasm between me and the Lord some of these women are just patronized people don't even know how to follow rules more or less understand them when they are in pain when they are hurting when they are empty inside when they're confused I walk back and forth to work at Haworth hotel I loved it at night I would walk home get back to the mission about midnight or so I was in housekeeping it was demanding but I did love it I was exhausted absolutely exhausted and I was not allowed to use the elevator at 70 years old can you believe that also they had me cleaning rooms as one of my jobs when people left and the rooms are absolutely positively unbelievably disgusting absolutely disgusting I kept pictures of before and after in one room it took me one week to clean a room I was exhausted from my job then they had me clean up these disgusting vial rooms but they sat on their laurels housing yes missions are great but it's a mission it's not a business these are people they're not morons these are people who have been violated tormented rejected etc etc etc and if you have never been in that situation how in God's name can anyone relate to a person who is shattered inside these people as well as myself I knew better being incarcerated at the time for such a time as this so to speak was the best thing that ever happened to me I had to get away from my weapons and mass distraction haha but it was good it was hard it was horrible but it was what God ordered and in the meantime I saw women who are absolutely a mess a hot mess is an understatement with so many of these young women I would have given anything to take home with me and tell them a bedtime story tell them how wonderful they are how beautiful they are how amazing they are how talented and just rock him in a rocking chair and single night time lullaby

something that they had no idea about this world is a mess. So please I implore you to not just be talking about what you would like to do with all this flipping stupid money just do it in my for life being a flight attendant I was a model I had dabbled in acting but I lived in Santa Barbara California and I had business I had more money at the age of 27 than most people have at the age of 50 and I was absolutely positively miserable is in the seventies and eighties people on the outside thought it was a great life it was actually I've had an amazing amazing life it's a single mother even I raised two unbelievably amazing children to what odds that they have but I had to rule with an iron fist and I did and it paid up however this last marriage I have no clue why I stayed but that is what the book is about money isn't everything most people in Congress most people in a public eye I've known them I've been married to dignitaries to make me sick the needs of 44,000 square foot homes I have lived in from 6000 sq ft homes to 10,000 ft homes and to be honest with you in a one-room cell I found peace and I found out how much these women young and old need nurturing encouragement and affirmation and a lot a lot of rest and hygiene. I would give the world to be a part of something that is one of the most important things on this planet and that is grounding people teaching people and then the real form of caring instead of all these politicians thinking they're all do gooders and all they do is make messes out of everything how much money does a person need how much money does a person need to flaunt to entertain and don't kid yourself I know a lot of politicians I've been in politics I hate politics but I love what they think they are doing but does it get done anyway I would love to help thank you

#### ARPA Funding Ideas from the Public Input Survey - No Group Selected

#### Please provide a brief description of your project idea.

We would not have many of these problems if we weren't locked down, kids pulled from school. Please don't let this happen again.

This is a disgrace. Give the money back. The is government at its absolute worst. You all should be ashamed of yourselves.

Return the money to the taxpayers...

Our school systems are a mess! Pandemic and need for vaccines is over stated. Reduce the size of government and support police and first responders. Reduce all incentives to NOT work. There are more jobs in this county than people wanting them and it's not for a lack of people it's for a lack of people wanting a job, you can't spend this on past pandemic issues and quit paying people not to work!

Our country is trillions in debt......Absurd to be giving away these funds.....They should go towards reducing the national debt, not increasing it!!

Suggest Ottawa County leads the way in returning these funds.

give front line workers like store employees general laborer sresturant employees the common worker who most don't get extra perks give them incisive pay for working thru the pandemic and help employers during this time everything has went up except there wages they keep everything moving

Give each resident of ottawa county an equal lump sum stimulus



	7 1001011 110 01000
Committee:	Board of Commissioners
Meeting Date	: 08/23/2022
Requesting Department:	Department of Strategic Impact
Submitted By	r: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.

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Financial Information:						
Total Cost: \$2,000,000.00	General Fund \$2,000,000 Cost:	0.00	Included in Budget:	✓ Yes	☐ No	□ N/A
If not included in budget, recomme	If not included in budget, recommended funding source:					
Action is Related to an Activity Which Is: ☐ Mandated ☑ Non-Mandated ☐ New Activity						Activity
Action is Related to Strategic Pla	ın:					
Goal: Goal 2: To Contribute to the Long-Term Ed	conomic, Social and Environmental	Health of the County.				
Objective: Goal 2, Objective 1: Consider initia	tives that contribute to the econom	ic health and sustaina	bility of the County ar	nd its' resident	s.	
Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.						
Administration: County Administrator:	Recommended	□Not Recomr	mended	]Without F	Recomme	ndation
Committee/Governing/Luvisory Bo	oard Approval Date: 08/1	6/2022	Finance and A	dministration	Committee	



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 \$1,500,000.	General Fund \$1,500,000.00 Cost:			☐ No	□ N/A		
If not included in budget, recommended funding source:								
Action is Related to an Activity W	Vhich Is:	ed 🔽	Non-Mandated		☐ New	Activity		
Action is Related to Strategic Pla	an:							
Goal: Goal 2: To Contribute to the Long-Term Ed	conomic, Social and Environmental F	lealth of the County.						
Objective Coal 2 Objective 1: Consider initia	stives that contribute to the consenie	boolth and austaina	hility of the County or	d ita' rasidant				
Objective: Goal 2, Objective 1: Consider initia					S.			
Goal 2, Objective 2: Consider initia	atives that contribute to the social hea	alth and sustainability	of the County and its	residents.				
Administration:	Recommended	Not Recomm	mondod [	]Without F	Pocommo	ndation		
County Administrator:	_ Necommended	□INOt Necollii		J Without F	1 <del>C</del> COIIIII	FIIGALIOIT		
County Administrator.	2 oh							
Committee/Governing/ dvisory Bo	pard Approval Date: 08/16	/2022	Finance and A	dministration	Committee			
3 <del>-</del> ,	• •							



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 \$46,964.77 Cost:		Included in Budget:	✓ Yes	☐ No	□ N/A	
If not included in budget, recommended funding source:							
Action is Related to an Activity W	/hich Is: Mandat	ed 🗸	Non-Mandated		☐ New	Activity	
Action is Related to Strategic Pla	ın:						
Goal: Goal 2: To Contribute to the Long-Term Ed	conomic, Social and Environmental H	lealth of the County.					
Objective: Goal 2, Objective 1: Consider initia					S.		
Goal 2, Objective 2: Consider initia	tives that contribute to the social hea	alth and sustainability	of the County and its	s' residents.			
	-						
Administration:	Recommended		mended	Without F	Recomme	endation	
County Administrator:	n on						
Committee/Governing/Advisory Bo	oard Approval Date: 08/16	/2022	Finance and A	dministration	Committee		



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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:	<sup>1</sup> \$2,000,000.0	00	Included in Budget:	✓ Yes	☐ No	□ N/A	
If not included in budget, recomme	If not included in budget, recommended funding source:							
Action is Related to an Activity W	/hich ls:	☐ Mandate	ed 🔽	Non-Mandated		☐ New	Activity	
Action is Related to Strategic Pla	ın:							
Goal: Goal 2: To Contribute to the Long-Term Ed	onomic, Social and	a Environmental H	ealth of the County.					
Objective: Goal 2, Objective 1: Consider initia	tives that contribute	e to the economic	health and sustaina	bility of the County ar	nd its' resident	ts.		
Goal 2, Objective 2: Consider initia	tives that contribute	e to the social hea	lth and sustainability	of the County and its	s' residents.			
Administration: County Administrator:	Recommend	led	□Not Recomr	mended	]Without F	Recomm	endation	
Committee/Governing/Advisory Bo	ard Approva	I Date: 08/16/	2022	Finance and A	Administration	Committee	_	



Board of Commissioners
: 10/25/2022
Human Resources
∵Marcie Ver Beek
Inflationary Impact Payment

### **Suggested Motion:**

To approve the issuance of a one-time \$5,000 Inflationary Impact payment to benefited employees and a \$1,000 payment to non-benefited employees at a cost of \$5,186,079 for those employees that are employed as of the Board Meeting on October 25, 2022.

#### Summary of Request:

The annual inflation rate was 8.3% in August 2022. A 2% cost-of-living adjustment was budgeted in the Fiscal Year 2023 budget for implementation on January 1, 2023. At the request of the Finance Committee, County Administration prepared options to provide a one-time payment in the amount of \$3,000, \$4,000 or \$5,000 to permanent benefited employees in response to the current high level of inflation. This one-time payment, which would not count towards the employees' base wages, is for benefited employees (prorated based on FTE). In addition, a \$1,000 payment will be provided to permanent, non-benefited part-time employees (excluding seasonal employees). Elected officials would not be eligible for the inflation payment.

A \$3,000 payment would cost about \$3,153,726. A \$4,000 payment would cost about \$4,169,903. A \$5,000 payment would cost about \$5,186,079. Approval of this one-time payment will be paid from an appropriation of fund balance committed to Board Initiatives from budgetary savings that resulted from American Rescue Plan Act (ARPA) projects. Through this motion, the Board appropriates \$5,186,079 (if the Board approves a \$5,000 one-time payment to employees) in Project BC2203 Inflationary Impact Payment. If eligible and available, the Inflationary Impact payment will be paid by grant funds dedicated to staff wages instead of Project BC2203.

Financial Information:						
Total Cost: \$5,186,079.00	General Fund Cost: \$5,186,079	.00	Included in Budget:	Yes	✓ No	□ N/A
If not included in budget, recomme	ended funding source:					
Motion approves funding for Inflationary	/ Impact payment					
Action is Related to an Activity W	<b>/hich Is:</b> ✓ Manda	ted 🔲	Non-Mandated		✓ New	Activity
Action is Related to Strategic Pla	ın:					
Goal: Goal 4: To Continually Improve the County	's Organization and Services.					
Objective: Goal 4, Objective 3: Maintain and 6	expand investments in the human re	esources and talent o	f the organization.			
Administration:	Recommended	☐Not Recom	mended	]Without F	Recomme	endation
County Administrator:	n oh					
Committee/Governing/Advisory Bo	pard Approval Date: 10/18	3/2022	Finance and A	dministration	Committee	



Patrick Waterman
Deputy County Administrator

Date:

November 16, 2022

To:

Ottawa County Board of Commissioners

From:

John Shay, County Administrator

Subject:

**ARPA Funding Overview** 

I have attached an overview of the amount of APRA funding available to spend on projects submitted by the ARPA Task Force, as well as projects submitted by County departments, courts, agencies and elected officials. The overview also includes the cost of each project.

The overview represents the recommendations from the Finance Committee and includes setting aside \$7.5 million for expanding broadband coverage to underserved areas, as well as \$5 million for future Capital Improvement Plan (CIP) projects at the County. With these recommendations, there is about \$32.8 million in available funds. The Finance Committee is recommending funding about \$31.5 million in projects leaving a balance of about \$1.3 million for future consideration.

I have also attached a list of projects submitted by various County departments, courts, agencies and elected officials that have not been recommended for funding. These projects total about \$28.2 million.

There are three projects marked with an asterisk (\*). For these projects, Corporation Counsel Doug Van Essen has concluded that there is no statutory authority to spend County-committed funds on them. The Finance Committee is recommending that "straight-up" ARPA funds be used to fund them. If the Board agrees with this recommendation, then the County would enter into a contract with Guidehouse, which is a consultant that many counties are using, to provide the technical expertise to the County to 1) determine if these three projects are eligible for ARPA funding; 2) provide information on the amount and type of Treasury requirements with which the County must comply; 3) assist the County in drafting contracts with grant recipients to ensure they comply with all Treasury regulations; and 4) assist the Fiscal Services Department in overseeing these three ARPA-funded grants.

I plan to discuss this overview in more detail prior to the Board reviewing the projects that have been submitted.

### **ARPA FUNDING OVERVIEW**

Total ARPA Funds	56,684,656.00
Total Committed	11,352,992.77
Broadband Reserve (recommended)	7,500,000.00
CIP Reserve (recommended)	5,000,000.00
Funds Available	32,831,663.23

### **PENDING PROJECTS**

Accelerating Farmland Protection	1,000,000.00	
Affordable Housing Revolving Loan Fund	8,000,000.00	
BizStream Academy Expansion	770,000.00	*
BOC Electronic Roll Call	100,000.00	
Children's Advocacy Center	211,750.00	
Earn & Learn Manuf. Career Fair	112,061.58	*
GRCC	506,493.00	
GRCC Cert Program-Benjamin's Hope	55,919.63	
GRCC Cert Program-Heritage House	103,294.16	
GRCC Cert Program-MOKA	87,492.05	
GRCC Certification Program-Harbor House	103,294.16	
Idema Explorer Trail (2)	2,000,000.00	
James St. DHHS Building Roof	350,000.00	
LAUP Business Stabilization	799,000.00	
Local Food Rescue	486,675.00	
Medicaid Cost-Base Reimb.	1,507,178.00	
Mental Health Professionals	1,000,000.00	
Middle Macatawa Trail System (3)	906,000.00	
ODC Network-Childcare Slots	8,250,000.00	*
Ottawa Sands (1)	3,400,000.00	
Reach for Recovery	337,500.00	
Sheriff's Shooting Range HVAC	395,000.00	
Victim's Assistance Fund	1,000,000.00	
Youth Center Youth & Parent Portal	20,000.00	
Total-Pending Projects	31,501,657.58	
Balance	1,330,005.65	

<sup>\*</sup>No legal authority to spend County committed funds; includes Guidehouse cost.

Department	Project name	Estimated funding request (\$)	
20th Judicial Circuit Court	Additional Attorneys for Neglect/Abuse and Juvenile Delinquency Cases	\$200,000	\$ 200,000.00
20th Judicial Circuit Court	Building B Enhancements for Juvenile Court	TBD	
20th Judicial Circuit Court	Court Innovation & Technology Specialist	\$357,458	\$ 357,458.00
20th Judicial Circuit Court	Data Evaluation Regarding Disproportionate Minority Contact	TBD	
20th Judicial Circuit Court	FOC Analyst Operations Coordinator	\$11,820.72	\$ 11,820.72
20th Judicial Circuit Court	FOC Managers (2)	\$240,863.56	\$ 240,863.56
20th Judicial Circuit Court	Juvenile Detention First Responder COVID Payment	\$15,000	\$ 15,000.00
20th Judicial Circuit Court	Legal Self-Help Center Specialist	\$78,386.02	\$ 78,386.02
20th Judicial Circuit Court	Probate Court Microfilm Scanning & Digital Conversion	\$2,500	\$ 2,500.00
20th Judicial Circuit Court	Senior FOC Clerk I	\$74,587.69	\$ 74,587.69
Clerk/Register of Deeds	In-House Mental Health Services for Employees	Unknown	
СМН	Ottawa County Credible Mind	\$76,500	\$ 76,500.00
Commissioner's	Community Enhancement Plan Fund Contribution	\$30,000	\$ 30,000.00
Community Action Agency	Utility Assistance	\$750,000	\$ 750,000.00
Ottawa County Parks	Bend Area Activity Venue	\$5,000,000	\$ 5,000,000.00
Ottawa County Parks	Eastmanville Farm Restoration and Planning	\$250,000	\$ 250,000.00
Ottawa County Parks	Grand River Greenway Interpretive Nodes	\$3,000,000	\$ 3,000,000.00
Ottawa County Parks	Hemlock Crossing Fiber Optic Connection	\$260,000	\$ 260,000.00
Ottawa County Parks	Ottawa Sands Dunal Prairie Marsh and Trail System	\$3,000,000	\$ 3,000,000.00
Ottawa County Parks	Paw Paw Park Improvements	\$1,100,000	\$ 1,100,000.00
Ottawa County Parks	Sheldon Landing Development	\$1,000,000	\$ 1,000,000.00
Ottawa County Parks	Spring Grove East Venue	\$3,000,000	\$ 3,000,000.00
Public Health	Business and Non-Profit Organization Focused: Continuity of Operations and Leadership Outreach	\$50,000	\$ 50,000.00
Public Health	Deep Dive into Deaths of Despair	\$225,000	\$ 225,000.00
Public Health	Lead Abatement and Remediation for Houses in Ottawa County	\$200,000	\$ 200,000.00
Public Health	Ottawa County CHNA/CHIP Expansion	\$39,600	\$ 39,600.00
Public Health	Pathways to Better Health Evaluation and Enhancement	\$30,000	\$ 30,000.00
Public Health	Storage Barn Addition - James Street	\$870,000	\$ 870,000.00
Road Commission	Road Commission Request	\$2,708,923.18	\$ 2,708,923.18
Sheriff's Office	Dual Tote Trailers for Chemical Fires	\$233,476	\$ 233,476.00
Sheriff's Office	Flock Safety Cameras	\$388,150	\$ 388,150.00
Water Resources	OCWR Drain Improvement and Maintenance Initiative	\$5,000,000	\$ 5,000,000.00

\$ 28,192,265.17



Committee: Finance and Administration Committee

Meeting Date: 11/15/2022

Requesting Department: Administration

Submitted By: John Shay
Agenda

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Item:

Recruitment/Retention Fund for Mental Health Professionals

### Suggested Motion:

To approve Community Mental Health's project for \$1,000,000 in Board Initiatives funds to support the Recruitment/Retention Fund for Mental Health Professionals.

### Summary of Request:

The Social and Human Service Needs Review Committee is recommending the establishment of a \$1,000,000 prescribing professional recruitment and retention fund to be managed by CMHOC with the goal of attracting 6-10 new prescribing professionals to Ottawa County.

If instituted, CMHOC would convene a practitioner taskforce to serve as the selection committee for the recruitment and retention bonus scholarship. Members would include representatives from CMHOC, Holland Hospital, Pine Rest, InterCare and at least one community based provider.

Financial Information:							
Total Cost: \$1,000,000.00	General Fund Cost:	\$0.00		Included in Budget:	Yes	✓ No	□ N/A
If not included in budget, recomme	ended funding	source:					
This motion authorizes an appropriation	of the Board In	nitiatives fund	ds for this projec	ot.			
Action is Related to an Activity W	/hich ls:	Mandat	ed 🗸	Non-Mandated		☐ New	Activity
Action is Related to Strategic Pla	ın:						
Goal: Goal 2: To Contribute to the Long-Term Ed							
Objective: Goal 2, Objective 1: Consider initia	tives that contribute	to the economic	health and sustainal	oility of the County ar	nd its' resident	S.	
Administration: County Administrator:	Recommende		□Not Recomn	nended	]Without F	Recomme	endation
Committee/Governing/Advisory Bo	ard Approval	Date:					

Electronic Submission – Contract # 1722



Committee: BOARD OF COMMISSIONERS

Meeting Date: 11/22/2022

Vendor/3rd Party: CHILDREN'S ADVOCACY CENTER

**Requesting Department: ADMINISTRATOR** 

**Submitted By: JOHN SHAY** 

Agenda Item: CHILDREN'S ADVOCACY CENTER STAFFING EXPANSION

#### Suggested Motion:

To approve the Children's Advocacy Center's project for \$211,750.00 in Board Initiatives funds to support the Children's Advocacy Center Staffing Expansion.

### Summary of Request:

The Social and Human Service Needs Review Committee is recommending \$211,750 to Children's Advocacy Center to hire an additional on-staff clinician to meet therapy demands for the next three years. Following the three years CAC should be through the backlog created by the pandemic and would then decrease the use of contract therapists and increase its federal funding to sustain the on-staff clinician originally funded by ARPA funds.

CAC is the only agency in our county providing this service to child victims of sexual abuse and utilizes a strong collaborative model to work closely with law enforcement and other community partners providing integrated care and support for children and their families. They have been doing this work for twenty five years and have a very strong track record of delivering high quality services and adapting to meet the needs of their clients as they navigate the complex trauma and legal processes involved. The Review Committee was highly compelled to support this investment to ensure that all child victims in our county receive the best care possible to mitigate the negative long term mental health outcomes that often follow.

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Total Cost: \$211,750.00 General Fund Cost: \$0.00 Included in Budget: No

If not included in Budget, recommended funding source:

Appropriate Board Initiatives funds (ARPA budgetary savings) for this project.

#### 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:

John Sn 11/9/2022 2:21:41 PM Recommended by County Administrator:

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 11/15/2022

Electronic Submission - Contract # 1721



Committee: BOARD OF COMMISSIONERS

Meeting Date: 11/22/2022

Vendor/3rd Party: REACH FOR RECOVERY, INC.

**Requesting Department: ADMINISTRATOR** 

Submitted By: JOHN SHAY

Agenda Item: REACH FOR RECOVERY STAFFING EXPANSION

#### Suggested Motion:

To approve the Reach for Recovery's project for \$337,500.00 in Board Initiatives funds to support the Reach for Recovery Staffing Expansion.

### Summary of Request:

ARPA funds would allow Reach for Recovery to add 60 more MAT clients and provide for substantially enhanced physical and mental health support for the 160 clients that annually receive treatment in its residential programs. After 24 months, fees for service and a small amount of fundraising will fully support ongoing program expenses.

With service locations in Grand Haven and Holland, Reach for Recovery plays an essential role in providing access to substance abuse treatment in Ottawa County. Expanding MAT treatment capacity and providing more integrated mental and physical health care to all SUD clients will have a lasting impact on these individuals as well as addressing the increased demand for services that has arisen during and in the aftermath of the Covid-19 pandemic in our community. The Review Committee felt strongly that we should seek to meet these needs in a robust way now as opposed to letting them fester and likely worsen if left untreated.

Financial Information:

Total Cost: \$337,500.00 General Fund Cost: \$0.00 Included in Budget: No

If not included in Budget, recommended funding source:

Appropriate Board Initiatives funds (ARPA budgetary savings) for this project.

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: 

11/9/2022 2:21:27 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 11/15/2022

Electronic Submission - Contract # 1717



Committee: BOARD OF COMMISSIONERS

Meeting Date: 11/22/2022

Vendor/3rd Party: BENJAMIN'S HOPE

**Requesting Department: ADMINISTRATOR** 

**Submitted By: JOHN SHAY** 

Agenda Item: DIRECT CARE PROVIDERS CERTIFICATION PROGRAM-BENJAMIN'S

HOPE

#### Suggested Motion:

To approve the Grand Rapids Community College's project for \$55,919.75 in Board Initiatives funds to support the Direct Care Providers Certification Program with Benjamin's Hope.

### Summary of Request:

The Social and Human Service Needs Review Committee is recommending \$350,000 to a joint application from MOKA Corporation, Heritage Homes, Inc., Harbor House Ministries, and Benjamin's Hope to collaboratively pilot a certificate program in partnership with Grand Rapids Community College and Community Mental Health of Ottawa County (CMHOC) that would provide a Post-Secondary track for students to enter the Direct Care field specifically serving adults with Mental Illness and Developmental Differences. This funding would support 40 individuals completing the GRCC certification program as well as provider labor costs over a two-year timeframe. The providers will employ eligible participants and sponsor the costs of putting them through to a certification program with the support of ARPA funds. This effort provides a pathway to stabilize and expand local DSP capacity and these additional employees can make the difference between facilities being able to remain open or closing permanently. For these individuals and their families, it is critical that these residential providers have stable businesses into the future.

**Financial Information:** 

Total Cost: \$55,919.75 General Fund Cost: \$0.00 Included in Budget: No

If not included in Budget, recommended funding source:

Appropriate Board Initiatives funds (ARPA budgetary savings) for this project.

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: 

11/9/2022 2:20:38 PM

Electronic Submission – Contract # 1718



Committee: BOARD OF COMMISSIONERS

Meeting Date: 11/22/2022

Vendor/3rd Party: HARBOR HOUSE MINISTRIES

Requesting Department: ADMINISTRATOR

**Submitted By: JOHN SHAY** 

Agenda Item: DIRECT CARE PROVIDERS CERTIFICATION PROGRAM-HARBOR HOUSE

### Suggested Motion:

To approve the Grand Rapids Community College's project for \$103,294 in Board Initiatives funds to support the Direct Care Providers Certification Program with Harbor House Ministries.

## Summary of Request:

The Social and Human Service Needs Review Committee is recommending \$350,000 to a joint application from MOKA Corporation, Heritage Homes, Inc., Harbor House Ministries, and Benjamin's Hope to collaboratively pilot a certificate program in partnership with Grand Rapids Community College and Community Mental Health of Ottawa County (CMHOC) that would provide a Post-Secondary track for students to enter the Direct Care field specifically serving adults with Mental Illness and Developmental Differences. This funding would support 40 individuals completing the GRCC certification program as well as provider labor costs over a two-year timeframe. The providers will employ eligible participants and sponsor the costs of putting them through to a certification program with the support of ARPA funds. This effort provides a pathway to stabilize and expand local DSP capacity and these additional employees can make the difference between facilities being able to remain open or closing permanently. For these individuals and their families, it is critical that these residential providers have stable businesses into the future.

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Included in Budget: No Total Cost: \$103,294.00 General Fund Cost: \$0.00

If not included in Budget, recommended funding source:

Appropriate Board Initiatives funds (ARPA budgetary savings) for this project.

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:

John Sn 11/9/2022 2:20:28 PM Recommended by County Administrator:

Electronic Submission - Contract # 1719



Committee: BOARD OF COMMISSIONERS

Meeting Date: 11/22/2022

Vendor/3<sup>rd</sup> Party: HERITAGE HOMES INC Requesting Department: ADMINISTRATOR

**Submitted By: JOHN SHAY** 

Agenda Item: DIRECT CARE PROVIDERS CERTIFICATION PROGRAM-HERITAGE

HOMES

### Suggested Motion:

To approve the Grand Rapids Community College's project for \$103,294.00 in Board Initiatives funds to support the Direct Care Providers Certification Program with Heritage Homes, Inc.

## Summary of Request:

The Social and Human Service Needs Review Committee is recommending \$350,000 to a joint application from MOKA Corporation, Heritage Homes, Inc., Harbor House Ministries, and Benjamin's Hope to collaboratively pilot a certificate program in partnership with Grand Rapids Community College and Community Mental Health of Ottawa County (CMHOC) that would provide a Post-Secondary track for students to enter the Direct Care field specifically serving adults with Mental Illness and Developmental Differences. This funding would support 40 individuals completing the GRCC certification program as well as provider labor costs over a two-year timeframe. The providers will employ eligible participants and sponsor the costs of putting them through to a certification program with the support of ARPA funds. This effort provides a pathway to stabilize and expand local DSP capacity and these additional employees can make the difference between facilities being able to remain open or closing permanently. For these individuals and their families, it is critical that these residential providers have stable businesses into the future.

Financial Information:

Total Cost: \$103,294.00 | General Fund Cost: \$0.00 | Included in Budget: No

If not included in Budget, recommended funding source:

Appropriate Board Initiatives funds (ARPA budgetary savings) for this project.

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: 

11/9/2022 2:20:55 PM

Electronic Submission - Contract # 1720



**Committee: BOARD OF COMMISSIONERS** 

Meeting Date: 11/22/2022

Vendor/3<sup>rd</sup> Party: MOKA CORPORATION
Requesting Department: ADMINISTRATOR

**Submitted By: JOHN SHAY** 

Agenda Item: DIRECT CARE PROVIDERS CERTIFICATION PROGRAM-MOKA

CORPORATION

### Suggested Motion:

To approve the Grand Rapids Community College's project for \$87,492.25 in Board Initiatives funds to support the Direct Care Providers Certification Program with MOKA Corporation.

### Summary of Request:

The Social and Human Service Needs Review Committee is recommending \$350,000 to a joint application from MOKA Corporation, Heritage Homes, Inc., Harbor House Ministries, and Benjamin's Hope to collaboratively pilot a certificate program in partnership with Grand Rapids Community College and Community Mental Health of Ottawa County (CMHOC) that would provide a Post-Secondary track for students to enter the Direct Care field specifically serving adults with Mental Illness and Developmental Differences. This funding would support 40 individuals completing the GRCC certification program as well as provider labor costs over a two-year timeframe. The providers will employ eligible participants and sponsor the costs of putting them through to a certification program with the support of ARPA funds. This effort provides a pathway to stabilize and expand local DSP capacity and these additional employees can make the difference between facilities being able to remain open or closing permanently. For these individuals and their families, it is critical that these residential providers have stable businesses into the future.

**Financial Information:** 

Total Cost: \$87,492.25 General Fund Cost: \$0.00 Included in Budget: No

If not included in Budget, recommended funding source:

Appropriate Board Initiatives funds (ARPA budgetary savings) for this project.

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: 

11/9/2022 2:21:14 PM



Committee: **Board of Commissioners** Meeting Date: 11/22/2022 Requesting Administration

Department:

Submitted By: John Shay Agenda

Item:

ODC Childcare & Early Childhood and Learning Centers Expansion

## Suggested Motion:

To approve the ODC's project for \$7,500,000 in ARPA grant funding to support the Childcare & Early Childhood and Learning Centers Expansion.

## Summary of Request:

There is nothing more basic than a parent's desire to provide for their children and know that they are safe, cared for, and nurtured while they do so. At the same time, there is nothing more crucial to the long-term success of a community than the growth and development of its next generation. Unfortunately, both are at risk today. The evidence that shows this is overwhelming and what follows here is an overview of state and local data that describes this crisis. Several reports have demonstrated this need for more child care options in Ottawa County serving the 0-5 age group, especially for low-income families. The Michigan League for Public Policy (MLPP) states in a March 2021 publication "Child care continues to be a critical need in Michigan." Ottawa County, the MLPP reports, has low capacity, which means there are 1.9 kids per spot and the county needs more programs serving the 0-5 age group. The MLPP also reports that 8% of families in Ottawa County live below the poverty level (less than \$26,500 annually for a family of four) and another 20% live between 100% and 200% of the poverty level (annual income between \$27,750-\$55,500 for a family of four). Together, this represents more than 1 in 4 families in the County. Complicating this issue, according to a recent report by Crain's, "Between the start of 2020 and Sept. 2, 2022, the state lost 753 day care centers, home-based centers and group home centers, a nearly 9 percent decrease." Currently, Ottawa County has approximately 11,000 child care 'spots' within the county, and 21,000 children birth

to 5, leaving a gap of 10,000 child care Child care remains one of the highest of the important take away here is that not doesn't just affect parents, but our buy will stifle the area's economic growth, just	concerns of employer o matter who you are isinesses and civic in	s who already face a or where you live in stitutions as well. W	a significant labo Ottawa County ithout immediate	r shortage. there isn't e action, the	nough ch gap in ch	nild care.		
Financial Information:								
Total Cost: \$7,500,000.00	General Fund \$0.00 Included in Budget:			☐ Yes	✓ No	□ N/A		
If not included in budget, recomme	ended funding sour	ce:						
Seeking Federal ARPA Funding								
Action is Related to an Activity W	/hich Is:	1andated 🔽	Non-Mandated	t	☐ New	Activity		
Action is Related to Strategic Pla	ın:							
Goal: Goal 2: To Contribute to the Long-Term Ed	Goal: Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.							
Objective: Goal 2, Objective 2: Consider initia	tives that contribute to the s	ocial health and sustainabi	lity of the County and	its' residents.				
Administration:  County Administrator:	Recommended	□Not Recon	nmended [	Without F	Recomme	ndation		
Committee/Governing/Advisory Bo 11/15/2022	oard Approval Date:		Finance and	Administration		0/00/0010		
				⊢orm L	ast Revised 8	3/30/2019		

Electronic Submission – Contract # 1725



Committee: BOARD OF COMMISSIONERS

Meeting Date: 11/22/2022

Vendor/3rd Party: GRAND RAPIDS COMMUNITY COLLEGE LAKESHORE CAMPUS

Requesting Department: ADMINISTRATOR

**Submitted By: JOHN SHAY** 

Agenda Item: GRCC MICHIGAN RECONNECT EXPANSION FUNDING REQUEST

### Suggested Motion:

To approve the Grand Rapids Community College's project for \$506,493.00 in Board Initiatives funds to support the Michigan Reconnect Expansion - Tuition Gap Payment.

## Summary of Request:

Upon notification of an award, David DeBoer, who oversees the Michigan Reconnect program for the college, will work with the Institutional Research Department to set up the reporting mechanism to track the reporting metrics for the grant. GRCC will also begin outreach and recruitment in Ottawa County. Strategies will include social media campaigns, posters/brochures in local businesses and other locations, neighborhood job fairs and networking events, bus/media advertisements, and information sessions in trusted venues (e.g., churches, schools, etc.). One hundred seventy individuals have already been identified in the county as possible participants. These individuals have expressed an interest in programs at the GRCC Holland campus, but financially have not been able to begin programs.

GRCC will also begin the process of hiring a Reconnect navigator for the Lakeshore Campus. The college anticipates that this staff person will be in place and ready to begin serving the community in January 2023. Individuals who have other part time roles with the College in the Ottawa County are interested in this position. Regarding the navigator position, a growing body of practice and data suggests that college/career navigators are strong drivers of student retention, completion of training programs, and employment advancement for nontraditional students. This specialized role provides a way to close the gap in helping low-income adults access and succeed in college programs, attain credentials, and ultimately pursue quality careers. In this project, the part-time navigator will be responsible for intake, assessments, and assisting in alignment of assessment and career planning. The navigator will also facilitate academic and personal wraparound services to remove barriers as they arise, and act as a coach/mentor to assist students with persistence and educational goal attainment.

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Total Cost: \$506,493.00 General Fund Cost: \$0.00 Included in Budget: No

If not included in Budget, recommended funding source:

Appropriate Board Initiatives funds (ARPA budgetary savings) for this project.

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: 11/10/2022 3:53:39 PM



Committee: Board of Commissioners

Meeting Date: 11/22/2022

Requesting Department: Administration

Submitted By: John Shay

Agenda

West Michigan

West Michigan Works! Earn & Learn Manufacturing Career Fair Item:

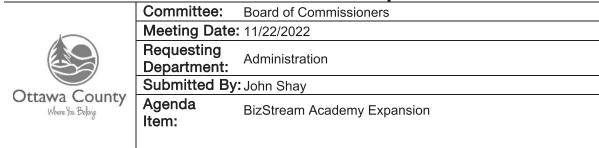
## **Suggested Motion:**

To approve the West Michigan Works! Project for \$101,874 in ARPA grant funding to support the Earn & Learn Manufacturing Career Fair.

## Summary of Request:

West Michigan Works! will organize a county-wide event for local employers to share information about career opportunities, current entry level open positions, tuition reimbursement programs, apprenticeship opportunities, and career paths to high school seniors on the cusp of graduation. Both educators and manufacturers have expressed a need for an opportunity like this for seniors that are close to graduation. West Michigan Works! is identified to lead this initiative as they have close employer relations and a proven track record of hosting large-scale employer-student events such as MiCareerQuest which are ultimately fully funded by the private sector. The program will run in perpetuity via employer contributions after the first year's transportation, marketing, and operational costs are supported by ARPA funding.

Financial Information:							
Total Cost: \$101,874.00	General Fun Cost:	<sup>d</sup> \$0.00	Included Budget:	in Yes	✓ No N/A		
If not included in budget	t, recommended fundin	g source:		·			
Seeking Federal ARPA Fun	iding						
ction is Related to an Activity Which Is: Mandated Non-Mandated New Activity							
Action is Related to St	rategic Plan:						
Objective: Goal 2, Objective 1:	Consider initiatives that contribu	te to the economic health an	d sustainability of the Co	ounty and its' resider	nts.		
Administration: County Administrator:	Recommend	ded Not	Recommended	Without	Recommendation		
Committee/Governing/A 1/15/2022	dvisory Board Approva	ıl Date:	Financ	e and Administration	n Committee		



## **Suggested Motion:**

To approve the BizStream project for \$700,000 in ARPA grant funding to support the BizStream Academy Expansion.

## Summary of Request:

BizStream Academy is an emerging coding bootcamp ready to take scale up programming via ARPA funding. This proposal address Ottawa County's current and future need for skilled workers in the computer science and technology fields by meeting students where they are in schools. The proposed options would empower BizStream Academy to grow from a passion project of one of the area's leading tech businesses into an educational powerhouse reaching all students in Ottawa County. ARPA funding will provide the one-time transformational funding BizStream Academy needs to not only expand programming to the young emerging workforce but will also enable them to incorporate grant funding and contractual income from employer partners for long-term sustainability.

Financial Information:							
Total Cost: \$700,000.00	General Fund \$0.00 Cost:	1	Included in Budget:	☐ Yes	✓ No	□ N/A	
If not included in budget, recomme	ended funding sour	ce:	-				
Seeking Federal ARPA Funding							
Action is Related to an Activity Which Is:   Mandated   Non-Mandated   New Activity							
Action is Related to Strategic Pla	an:						
Goal: Goal 2: To Contribute to the Long-Term Ed	sonomic, occiar and Environ	intental reality of the odulty.					
Objective: Goal 2, Objective 1: Consider initia	tives that contribute to the $\epsilon$	economic health and sustaina	bility of the County ar	nd its' resident	S.		
Administration:	Recommended	☐Not Recomr	nended	]Without F	Recomme	endation	
County Administrator:	. m						
Committee/Governing/Advisory Bo	oard Approval Date	:					

Electronic Submission - Contract # 1734



Committee: BOARD OF COMMISSIONERS

Meeting Date: 11/22/2022

Vendor/3rd Party: LATIN AMERICANS UNITED FOR PROGRESS

Requesting Department: ADMINISTRATOR

**Submitted By: JOHN SHAY** 

Agenda Item: LAUP WORKFORCE DEVELOPMENT INITIATIVE

#### SUGGESTED MOTION:

To approve LAUP's request for \$799,000 in Board Initiatives funds to support the Workforce Development Initiative.

## **Summary of Request:**

LAUP seeks to launch a Workforce Development Initiative increasing the upward mobility and economic stability for community members who are unemployed or working in lower wage roles through intentional career development opportunities and wrap around support. This initiative is built on proven programs. LAUP's expansion of these programs in Ottawa County is strongly supported by several key employers as they look to engage more deeply with this community. By partnering with Lakeshore Immigrant Advocates, The Source, Zeeland Adult Ed, and the area's largest employers, LAUP will bring unemployed or underemployed individuals into the workforce, and support those in low-earning positions in promotion.

Financial Information:

Total Cost: \$799,000.00 General Fund Cost: \$0.00 Included in Budget: No

If not included in Budget, recommended fundingusce: Appropriate Board Initiatives funds (ARPA

budgetary savings) for this project.

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: 11/17/2022 9:35:21 AM

Committee/Governing/Advisory Board Approval Date:

Electronic Submission - Contract # 1735



Committee: BOARD OF COMMISSIONERS

Meeting Date: 11/22/2022

Vendor/3rd Party: IFF

**Requesting Department: ADMINISTRATOR** 

**Submitted By: JOHN SHAY** 

Agenda Item: AFFORDABLE HOUSING REVOLVING LOAN FUND

### Suggested Motion:

To approve Housing Next's request for \$8,000,000 in Board Initiatives funds to support the Affordable Housing Revolving Loan Fund.

## Summary of Request:

Housing Next proposes that Ottawa County will grant \$8 million to IFF for the specific and express purpose of supporting affordable housing investments in Ottawa County. The grant award will stipulate that all funds must be used to support projects only in Ottawa County unless otherwise directed by Ottawa County.

As a result of the \$8 million investment, IFF will match that investment threefold to create a total fund size of \$32 million to support affordable and workforce housing in Ottawa County. The funds contributed by Ottawa County will be non-recourse funds, and the funds contributed by IFF will be recourse.

his investment will have a transformational impact on the ability of the County to adequately respond to the extraordinary need for additional affordable and workforce housing. Prior to the COVID-19 pandemic, Ottawa County was in need of approximately 7,500 additional housing units by 2023. Significant work was undertaken by multiple partners across the County to begin to close that gap and nearly 4,200 additional housing units are now under construction or planned for the next 12 months. However, as a result of the pandemic which has created dramatic shifts in the labor market and spurred significant changes in work-from-home opportunities, demand for housing in Ottawa County has skyrocketed. The County is now in need of more than 15,000 housing units by 2025. Nearly 9,500 of these units are needed for households earning at or below the median income in the county. The private sector is not currently empowered to solve for this housing need. While there are outstanding local non-profit organizations working to provide more housing for low and moderate income households, it is a daunting task to consider trying to raise enough grant dollars to support the additional 9,500 housing units that are needed. Ottawa County needs a more transformational approach to funding the types of housing that are most needed and it needs more than the typical small dollar donors to help support this effort. The Ottawa County Affordable Housing Loan Fund will position the County as a statewide leader in the funding of affordable housing while simultaneously leverage a significant matching contribution from a highly trusted CDFI funding partner.

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		all	GIA		IIVI	HIAL	IVII.

Total Cost: \$8,000,000.00 General Fund Cost: \$0.00 Included in Budget: No

If not included in Budget, recommended funding source: Appropriate Board Initiatives funds

(ARPA budgetary savings) for this project.

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: 11/17/2022 9:32:16 AM

Committee/Governing/Advisory Board Approval Date:



Committee: Board of Commissioners

Meeting Date: 11/22/2022

Requesting

Department of Strategic Impact Department:

Submitted By: Paul Sachs

Agenda Item:

Youth Center Youth & Parent Portal Funding Request

## **Suggested Motion:**

To approve the 20th Judicial Circuit Court's project for \$20,000 in Board Initiatives funds to support the Youth Center Youth & Parent Portal.

## Summary of Request:

This project would build out our Circuit Court's Juvenile Services' current case management system (Youth Center) to create a youth and parent portal that could be accessed by a youth and parent to handle cases (online dispute resolution) assigned to the consent calendar and to provide a portal where all youth and parents involved with the Juvenile Court could access court, programmatic, and other pertinent information to their case.

Financial Information:								
Total Cost: \$20,000.00	General Fund \$0.	00	Included in Budget:	☐ Yes	✓ No	□ N/A		
If not included in budget, recommended funding source:								
This motion authorizes an appropriati	on of the Board Ini	tiativesd funds for this						
Action is Related to an Activity W	/hich ls:	Mandated	Non-Mandated		☐ New	Activity		
Action is Related to Strategic Pla	n:							
Goal: Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.								
Objective: Goal 3, Objective 2: Maximize communication with citizens.								
Administration: County Administrator:	Recommended	□Not Recomr	mended	]Without F	Recomme	ndation		
Committee/Governing/Advisory Board Approval Date: Finance & Administration 11/15/2022								



Meeting Date:	11/22/2022
Committee:	Board of Commissioners

Requesting

Department of Strategic Impact Department:

Submitted By: Paul Sachs

Agenda Item:

BOC Electronic Roll Call and E-Voting System Funding Request

## **Suggested Motion:**

To approve the Clerk/Register of Deed's project for \$100,000 in Board Initiatives funds to support the Board of Commissioners Electronic Roll Call and E-Voting System.

## Summary of Request:

Technology that allows the Board of Commissioners to have electronic Roll call, e-voting, and digital agenda's. Some programs even allow for live streaming right through the program, so we would not longer have to stream on YouTube.

Financial Information:							
Total Cost: \$100,000.00	General Fund \$6 Cost:	0.00	Included in Budget:	☐ Yes	√ No	□ N/A	
If not included in budget, recommended funding source:							
This motion authorizes an appropriation	of the Board Init	iatives funds for this proje	ect.				
	Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity						
Action is Related to Strategic Pla	ın:						
Goal: Goal 3: To Maintain and Enhance Commu	nication with Citizens,	Employees, and Other Stakeholde	ers.				
Objective: Goal 3, Objective 1: Regularly revi	ew and update commu	nication strategies that guide the	work of the County in	this goal area			
Goal 3, Objective 2: Maximize com	munication with citizer	ns.					
Goal 3, Objective 4: Evaluate com	munication with other k	ey stakeholders.					
Administration:	Recommended	☐Not Recom	mended 🔻	☑ Without F	Recomme	endation	
County Administrator:	n on	•					
Committee/Governing/Advisory Board Approval Date: Finance and Administration 11/15/2022							



Committee: Board of Commissioners

Meeting Date: 11/22/2022

Requesting

Department:

Department of Strategic Impact

Submitted By: Paul Sachs

Agenda Item:

James Street DHHS Building Funding Request

## **Suggested Motion:**

To approve the Facilities Maintenance's project for \$350,000 in Board Initiatives funds to support the James Street DHHS Building.

## Summary of Request:

To rehab the existing rubber roof on the building. When we had a moisture survey done by Tremco this it was revealed that this roof is in worse shape than originally thought. This would allow us to rehab the roof instead of replacing the roof, saving the County funds in the long term.

Financial Information:								
Total Cost: \$350,000.00	0001.		Included in Budget:	☐ Yes	✓ No	□ N/A		
If not included in budget, recomme	ended funding sourc	e:						
This motion authorizes an appropriation	of the Board Initiative	s funds for this projec	ot.					
Action is Related to an Activity Which Is: Mandated V Non-Mandated New Activity								
Action is Related to Strategic Pla	n:							
Goal: Goal 1: To Maintain and Improve the Stron	g Financial Position of the Co	ounty.						
Objective: Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.								
Administration: County Administrator:	Recommended	☐Not Recomm	nended	]Without F	Recomme	endation		
Committee/Governing/Advisory Board Approval Date: Finance & Administration 11/15/2022								

		Committee:	Board of Commissioners
		Meeting Date	: 11/22/2022
		Requesting Department:	Department of Strategic Impact
	0	Submitted By	:Paul Sachs
Ottawa County Where You Belong	Agenda Item:	Sheriff's Shooting Range HVAC Funding Request	

### **Suggested Motion:**

To approve the Facilities Maintenance's project for \$395,000 in Board Initiatives funds to support the Sheriff's Shooting Range HVAC.

## Summary of Request:

The current shooting range was designed for officers testing and shooting indoors. The uses today are also including physical tactics and training. Given the fact that no air conditioning is currently available the exhaust fans get turned on to lower CO2 levels which causes wet slippery conditions that are borderline unsafe for training in the needed capacity during the summer months when the hot humid entering meets the cool basement slab. This upgrade would provide conditioned air.

Financial Information:						
Total Cost: \$395,000.00	General Fund \$0.00 Cost:		Included in Budget:	☐ Yes	✓ No	□ N/A
If not included in budget, recomme	ended funding source:					
This motion authorizes an appropriation	of the Board Initiatives fu	inds for this projec	ct.			
Action is Related to an Activity W			Non-Mandated		☐ New	Activity
Action is Related to Strategic Pla	n:					
Goal: Goal 2: To Contribute to the Long-Term Ed	onomic, Social and Environmenta	I Health of the County.				
Objective: Goal 2, Objective 3: Consider initia	atives that contribute to the enviror	nmental health and sus	tainability of the Cou	nty and its' res	sidents.	
	,					
Administration:	Recommended		mended	JWithout F	Recomme	endation
County Administrator:	noh					
Committee/Governing/Advisory Bo	ard Approval Date:	Figure 0 Admin	:	.000		
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Committee:	Board of Commissioners
Meeting Date	: 11/22/2022
Requesting Department:	Department of Strategic Impact
Submitted By	∵Paul Sachs
Agenda Item:	Idema Explorer Trail Funding Request

## **Suggested Motion:**

To approve the Parks and Recreation Department's project for \$2,000,000 in Board Initiatives funds to support the Idema Explorer Trail.

## Summary of Request:

The Grand River Greenway connects Lake Michigan to Millennium Park and Grand Rapids with a multi-use river and land trails on and along the Grand River through vast parks, deep woods, and hidden bayous. The heart of the Greenway is the Idema Explorers Trail, which is currently being developed. When connected, the 36.5-mile trail will offer endless opportunities to explore nature, community, and culture while also expanding access to over 100 miles of regional trails. These shovel-ready segments of the Idema Explorers Trail will connect the Grand River Greenway to growing areas of the County, opening access to trails, park land, and the Grand River where it is currently lacking. This includes the 2.4-mile Stearns Bayou Connector segment that is the final connection between the M-231 Grand River bridge pathway and the City of Grand Haven on the south side of the Grand River. It will connect bikers and pedestrians in Grand Haven to several Greenway parks for the first time (Connor Bayou, Riverside Park, and the Bass River State Recreation Area). This is also the final segment needed to complete a 24-mile trail loop around the Grand River between the US-31 bridge and M231 bridge. This project will provide safe crossing over two major barriers for bike/pedestrian users: Stearns Bayou and Little Robinson Creek. There is also the 2.2-mile Bea Idema Eastmanville Legacy segment that will connect the neighborhoods of Allendale Township to the Grand River waterfront via Eastmanville Bayou County Park. It will feature over a mile along a high bank adjacent to the Grand River and provide access to the eastern section of Eastmanville Bayou. This area of the park is not currently readily accessible to the public and features a stand of rare Virginia Bluebells, which the trail route has been designed to preserve. It will also include an expanded underpass beneath the 68th Avenue bridge over the Grand River and a trailhead with rustic restrooms at Eastmanville Bayou. See the attached budget, project sheets, and project schedule map for more detail.

E							
Financial Information:							
Total Cost: \$2,000,000.00	General Fund \$0.00 Cost:		Included in Budget:	☐ Yes	✓ No	□ N/A	
If not included in budget, recommended funding source:							
This motion authorizes an appropriation	of the Board Initiatives f	unds for this projec	ct.				
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 Ed	onomic, Social and Environment	al Health of the County.					
Objective: Goal 2, Objective 3: Consider initiatives that contribute to the environmental health and sustainability of the County and its' residents.							
Administration:	Recommended	☐Not Recomn	nended	]Without F	Recomme	endation	
County Administrator:	Sh						
Committee/Governing/Advisory Bo	ard Approval Date:	Finance & Administr	ration 11/15/2022	2			



Committee:	Board of Commissioners
Meeting Date	: 11/22/2022
Requesting	Department of Strategic Impact

Department of Strategic Impact

Submitted By: Paul Sachs
Agenda
Middle Mage

Middle Macatawa Trail System Funding Request Item:

## **Suggested Motion:**

To approve the Parks and Recreation Department's project for \$906,000 in Board Initiatives funds to support the Middle Macatawa Trail System.

#### Summary of Request:

The Macatawa Greenway connects Lake Michigan to the southeastern area of the County along the Macatawa River/Lake Macatawa corridor. Through the efforts of Ottawa County Parks and its local, state, and non-profit partners, there is now over 1,500 acres of public land directly along the River or the Lake. Over time, the partners have worked toward a shared vision of connecting these public lands together through a non-motorized trail system and/or increasing access to this land and the water through connected hiking trails while also improving amenities along the corridor. The corridor has been broken into different sections for planning purposes. The focus of this project is the section of publicly accessible land along the River east of I-196, which include 774 acres of land that is nearly continuously connected, including Hawthorn Pond, the Outdoor Discovery Center's "Middle Macatawa" properties, and Upper Macatawa Natural Area. In 2021, Ottawa County Parks purchased a 5-acre property that was the final acquisition needed to develop a connected trail route through all these properties. While Hawthorn Pond and the Upper Macatawa Natural Area are currently somewhat accessible for pedestrians and bikers via the Adams Street separated pathway, this bypasses two miles of riverfront and 177 acres of natural land. As a result, Ottawa County Parks, Holland Township, and the ODC Network have developed a plan to connect these properties with a recreational trail system. This includes the development of a 2.8-mile hiking and mountain biking trail from Hawthorn Pond through the entire length of Middle Macatawa. In order to accomplish this, installation of bridges and boardwalks to cross the River and wetlands is needed as well as repair of some existing boardwalks in the "Poppen Woods" area of the Middle Macatawa property. Additionally, work would be needed to develop an underpass under the Adams Street bridge over the River. These improvements comprise the bulk of the costs related to developing this trail system. In total, these improvements would create a 15.69-mile connected system of trails, with a total of 8 miles of natural surface mountain biking trails. Additionally, enhanced amenities are proposed to pair with the expansion of the greenway trail system. Some of the most requested facilities for the parks within the Macatawa Greenway are modern restrooms. Currently, Ottawa County Parks is assisting Holland Township with planning for a possible trailhead, modern restroom, connector pathways within the park as well as along Black River Court at Hawthorn Pond on the west side of this section of the Greenway. A modern restroom is also needed at the popular Upper Macatawa Natural Area, which is a regional destination for mountain biking on the east side of this section of the Greenway. This project includes construction of these two restrooms. The Upper Macatawa restroom will service the general user as well as mountain bikers, with changing rooms and showers for mountain bikers. Both of these restrooms will feature accessible elements.

Financial Information:						
Total Cost: \$906,000.00	)	Included in Budget:	☐ Yes	✓ No	□ N/A	
If not included in budget, recomme	ended funding sour	rce:		•		
This motion authorizes an appropriation	of the Board Initiativ	ves funds for this projec	ct.			
Action is Related to an Activity V			Non-Mandated		☐ New	Activity
Action is Related to Strategic Pla	ın:					
Goal: Goal 2: To Contribute to the Long-Term Ed  Objective: Goal 2, Objective 3: Consider initi.			tainability of the Cou	unty and its' res	sidents.	
Administration: County Administrator:	] Recommended	□Not Recomr		Without F		endation
County Administrator.	non					
Committee/Governing/Advisory Bo	oard Approval Date	e: Finance and Adr	ninistration 11/	15/2022		



Committee:	Board of Commissioners
Meeting Date	: 11/22/2022
Requesting Department:	Department of Strategic Impact
Submitted By	: Paul Sachs
Agenda Item:	Ottawa Sands Phase I Improvements Funding Request

## **Suggested Motion:**

To approve the Parks and Recreation Department's project for \$3,400,000 in Board Initiatives funds to support the Ottawa Sands Phase I Improvements. (Restoration/Access).

## Summary of Request:

In 2019, Ottawa County Parks completed the purchase of Ottawa Sands. This 345-acre former sand mine includes over a mile of Grand River frontage, an 80-acre manmade lake, and critical dune features. The park is situated at the crossroads of the Grand River and Lake Michigan Coastal Greenways and is the midpoint of a 6-mile corridor of duneland along Lake Michigan, stretching from the north side of the Grand River in Grand Haven to PJ Hoffmaster State Park. In 2021 the Ottawa Sands Master Plan was adopted, and it features several projects designed to restore and open up access to the Park and its Grand River Greenway features. These projects include ecological improvements to the mine lake shoreline, the restoration/creation of up to 18 acres of wetland, paved pathway connections to the regional trail system, a 1.6-mile paved path around the manmade lake, a kayak launch, swimming beach, Idema Explorers Camp (including tent camping, yurts, and tree houses), and "Riverfront Promenade" area along the Grand River. It would also connect to the Idema Explorers Trail and Grand River Heritage Water Trail. Though a very popular and beloved park, many users are unable to access the park from the temporary gravel parking area off North Shore Drive due to the challenging sandy conditions of the trails and walking distances to the scenic areas. To enhance access for people of all abilities, take advantage of its location at greenway corridor crossroads, and create a more biodiverse park for users and wildlife, this project includes lake shoreline improvements, wetland creation, developing a paved entry drive, the Idema Explorers Camp, an accessible kayak launch on the Grand River, a paved "day-use" parking area near the sand mine lake, trail boardwalks, modern restrooms (at the day-use area and Idema Explorers Camp), an accessible 1.6-mile paved loop around the scenic Ottawa Sands lake, and connection to the Idema Explorers Trail. See attached annotated "Project Phasing Plan" map for the Ottawa Sands Master Plan, Project Sheet, Phase I Budget, and relevant renderings for more detail.

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Financial Information:	_				•			
Total Cost: \$3,400,000.00	General Fund Cost: \$0.00	Included in Budget:	☐ Yes	✓ No	□ N/A			
If not included in budget, recommended funding source:								
This motion authorizes an appropriation	n of the Board Initiativ	es funds for this projec	ot.					
Action is Related to an Activity Which Is: ☐ Mandated ☐ Non-Mandated ☐ New Activity								
Action is Related to Strategic Pla	an:							
Goal: Goal 2: To Contribute to the Long-Term Ed	conomic, Social and Environ	mental Health of the County.						
Objective: Goal 2, Objective 3: Consider initi	atives that contribute to the	environmental health and sus	tainability of the Cour	ity and its' res	idents.			
Administration:	Recommended	☐Not Recomn	nended	Without F	Recomme	endation		
County Administrator:	in							
Committee/Governing/Advisory Bo	oard Approval Date:	Finance and Administr		0				
		Finance and Administr	ation 11/15/202	2				



**Committee:** Board of Commissioners

Meeting Date: 11/22/2022

Requesting

Department: Department of Strategic Impact

Submitted By: Paul Sachs

Agenda Item:

Crime Victim's Assistance Fund Funding Request

## **Suggested Motion:**

To approve the Prosecutor Attorney's project for \$1,000,000 in Board Initiatives funds to support the Crime Victim's Assistance Fund.

## Summary of Request:

To establish a self-sustaining Crime Victim Assistance Fund at the county level. Currently our office receives funding from the State of Michigan as part of our Crime Victim Rights grant to be used as Direct Victim Need funds. FY2022, the Direct Victim Need amount received \$13,398.80 and but \$378.00 of those resources were depleted in the first 9 months of the fiscal year by providing assistance to 28 victims. For FY2023, we are receiving \$11,877.00 from the grant. It is a concern that the funds designated for this purpose could eventually be completely discontinued by the State. Establishing a county fund would guarantee that Ottawa County would always have the ability to assist victims of crimes that occur in Ottawa County.

Financial Information:							
Total Cost: \$1,000,000.00	General Fund \$0.00 Cost:		Included in Budget:	☐ Yes	✓ No	□ N/A	
f not included in budget, recommended funding source:							
This motion authorizes an appropriation	n of the Board Initiative	s funds for this proje	ct.				
Action is Related to an Activity V	<b>Vhich Is:</b> Ma	andated 🔽	Non-Mandated		☐ New	Activity	
Action is Related to Strategic Pla	an:						
Goal: Goal 2: To Contribute to the Long-Term Ed	conomic, Social and Environm	nental Health of the County.					
Objective: Goal 2, Objective 1: Consider initia	atives that contribute to the ec	onomic health and sustaina	bility of the County a	nd its' residen	S.		
Administration: County Administrator:	Recommended	☐Not Recomm	mended 🗸	]Without F	Recomme	endation	
Committee/Governing/Advsory Bo	oard Approval Date:	Finance and Administ	ration 11/15/20	22			



**Committee:** Board of Commissioners

Meeting Date: 11/22/2022

Requesting

Department: Department of Strategic Impact

Submitted By: Paul Sachs

Agenda Item:

Local Food Rescue to Turn Food Excess into Healthy Food Access throughout

Ottawa County Funding Request

## **Suggested Motion:**

To approve Public Health's project for \$486,675 in Board Initiatives funds to support the Local Food Rescue to Turn Food Excess into Healthy Food Access throughout Ottawa County.

## Summary of Request:

Finance the expansion of full county-wide Food Rescue infrastructure with an investment of resources provided by the American Rescue Plan Act. If granted, funds would be used to purchase two new food rescue vehicles, food rescue supplies for storing & transporting food, purchase and deploy the Food Rescue Hero app, and fund three staff positions critical to expanding this food rescue infrastructure throughout Ottawa County. Community Action House would be contracted to manage this county-wide expansion, based on their capability and proven pilot work in the Holland area.

The collaboration between Ottawa Food and Community Action House exists because Community Action House has the ability and capacity to meaningfully carry out the aspects of the Ottawa Food Strategic Plan to increase access to healthy foods across the county. Ottawa Food is able to seek out and leverage funding opportunities to make the expansion of Food Rescue available to serve all Ottawa County residents struggling with food insecurity and poor health outcomes.

Financial Information:						
Total Cost: \$486,675.00	General Fund \$0.00 Cost:		Included in Budget:	Yes	✓ No	□ N/A
If not included in budget, recommended funding source:						
This motion authorizes an appropriation	of the Board Initiative	s funds for this projec	ct.			
Action is Related to an Activity W	<b>/hich ls:</b>	andated 🗸	Non-Mandated		☐ New	Activity
Action is Related to Strategic Pla	n:					
Goal: Goal 2: To Contribute to the Long-Term Ed	onomic, Social and Environm	ental Health of the County.				
Objective: Goal 2, Objective 1: Consider initia	tives that contribute to the eco	onomic health and sustainal	bility of the County ar	nd its' resident	S.	
·						
Administration:	Recommended	☐Not Recomm	nended 🗸	] Without F	Recomme	endation
County Administrator:	n oh					
Committee/Governing/Advisory Bo	ard Approval Date:	Finance and Admir	nistration 11/15	/2022		



Committee: Board of Commissioners

Meeting Date: 11/22/2022

Requesting

Department: Department of Strategic Impact

Submitted By: Paul Sachs

Agenda Item:

Medicaid Cost Based Reimbursements Funding Request

## **Suggested Motion:**

To approve Public Health's project for \$1,507,178 in Board Initiatives funds to support the Medicaid Cost-Based Reimbursements.

## Summary of Request:

Medicaid Cost Based(CBR)reimbursement is a state funding source that helps offset actual program cost with the amount received in Medicaid reimbursement. Local health departments receive full cost reimbursement for the following services: Family Planning, Immunizations, Hearing and Vision, Maternal and Infant Health Programs, Communicable Disease Services and Sexually Transmitted Diseases. These are delayed payments made on services provided 2 years prior to the receipt of the CBR payment. For example, FY22 CBR payments will be based on the actual FY20 services provided. OCDPH would normally receive about 1.3 million per year in CBR payments. Due to the reduction in services caused by the OCDPH COVID19 emergency response, our department will experience lost revenue in the amount of about 1.5 million to be used over the next 2 fiscal years. In order for us to maintain these important services, We are requesting that this lost revenue be provided by the ARPA funding for FY 23 and FY24 as we work to restore OCDPH service and subsequent CBR payments to pre-pandemic levels.

Financial Information:								
Total Cost: \$1,507,178.00	General Fund \$0.00		Included in Budget:	☐ Yes	✓ No	□ N/A		
If not included in budget, recomme	ended funding source:							
This motion authorizes an appropriation of the Board Initiatives funds for this project.								
Action is Related to an Activity Which Is: Mandated Von-Mandated New Activity								
Action is Related to Strategic Pla	ın:							
Goal: Goal 2: To Contribute to the Long-Term Ed	conomic, Social and Environmenta	l Health of the County.		·				
Objective: Goal 2, Objective 3: Consider initiatives that contribute to the environmental health and sustainability of the County and its' residents.								
Administration: County Administrator:	Recommended	□Not Recomm		]Without F	Recomme	endation		
Committee/Governing/Advisory Bo	oard Approval Date: Fina	ince and Administra	ation 11/15/2022	2				

Ottawa County Where You Belong

Committee:	Board of	f Commissioners

Meeting Date: 11/22/2022

Requesting

Department: Department of Strategic Impact

Submitted By: Paul Sachs

Agenda Item:

Accelerating Farmland Protection Funding Request

## **Suggested Motion:**

To approve the Department of Strategic Impact's project for \$1,000,000 in Board Initiatives funds to support the Accelerating Farmland Protection.

#### Summary of Request:

Ottawa County leadership recognizes that the loss of its prime farmland is a significant resource concern, having lost 8% from 2012-2017 (Ag Census 2017). The cornerstone of the County's efforts to protect its farmland is the Purchase of Development Rights Program (PDR), which has been used to leverage \$3.3M to permanently preserve 728 acres of prime farmland in our local foodshed. This was achieved using only staff time no general fund dollars were used for the actual purchase of development rights. While this is a tremendous achievement, those 728 acres are just the tip of the iceberg. The County has received applications to preserve over 4,500 acres of farmland to date. But the County's ability to preserve a greater number of acres is greatly limited by matching funds required by grant funders. The County must raise those matching funds, and in the absence of a millage or other fee structure to support PDR, staff must rely on donations from stakeholders and fundraisers. Since the inception of the PDR program in 2008, the County had a water resources study performed that demonstrated challenges with sustaining adequate ground water for the level of growth and development the County has experienced over the past decade, with more severe challenges in certain areas of the County. Over 89,000 acres of land in these more severely challenged areas are agriculturally zoned. Permanently preserving these acres as farmland could not only have the effect of protecting our land base for food production, but could also give us the opportunity to actively manage this land for water efficiency and groundwater protection through the terms established in the conservation easement. Validating this concept is the Regional Conservation Partnership Program (RCPP) project that was secured by the Ottawa Conservation District and its many partners like Ottawa County. The RCPP program awarded \$500,000 in funding for agricultural easements that could help protect our groundwater resources. To receive this funding, the County had to commit to raising \$250,000 in matching funds using very limited staff resources. If matching funds were more readily available, the County could request a much higher amount of grant funding. To that end, the Agricultural Preservation Board, which oversees the PDR program, respectfully requests \$1M in funding to purchase agricultural conservation easements in areas that are known to have groundwater challenges and have demonstrated the need for more intensive management. Maps to define these areas have been created and can be made available upon request. This investment is estimated to enable the PDR program to double its current number of protected acres while giving staff the capacity to get more townships to participate in farmland preservation. Protecting farmland, and thereby our local food source, enhances the County's resiliency in the event of another catastrophic event like a pandemic or climate related disaster.

Financial Information:									
Total Cost: \$1,000,000.00	General Fund \$0 Cost:	0.00	Included in Budget:	☐ Yes 🗸 No		□ N/A			
If not included in budget, recommended funding source:									
This motion authorizes an appropriation of the Board Initiatives funds for this project.									
Action is Related to an Activity Which Is: ☐ Mandated ☐ Non-Mandated ☐ New Activity									
Action is Related to Strategic Pla	ın:								
Goal: Goal 2: To Contribute to the Long-Term Ed	conomic, Social and Env	vironmental Health of the County.							
Objective: Goal 2, Objective 3: Consider initia	atives that contribute to	the environmental health and sus	stainability of the Cou	nty and its' res	sidents.				
Administration:	Recommended	□Not Recom	mended	] Without F	Recomme	endation			
County Administrator:	n 8h								
Committee/Governing/A visory Bo	ard Approval Da	ate: Finance and Ad	ministration 11/	15/2022					

#### **APPROVED**

# PROCEEDINGS OF THE OTTAWA COUNTY BOARD OF COMMISSIONERS NOVEMBER SESSION – SECOND DAY

The Ottawa County Board of Commissioners met on November 22, 2022, at 1:30 p.m. and was called to order by the Chair.

Commissioner Dannenberg pronounced the invocation.

The Clerk/Register of Deeds 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, James Holtvluwer, Gregory DeJong, Philip Kuyers, Matthew Fenske. (9)

Absent: Kyle Terpstra and Roger Bergman. (2)

#### **Presentation of Petitions and Communications**

- A. Outstanding Customer Service Award Recipients-Paul Hirn, Park & Recreation Department and Kyle Coon, Parks & Recreation Department were presented with Outstanding Customer Service Awards.
- B. Award Presentation: Sheriff Steve Kempker presented Ramon Soto-Lopez with the Migrant Legal Aid Award.
- C. Introduction of New Assistant County Administrator-Matthew Fenske introduced Patrick Waterman as the new Assistant County Administrator.

#### **Board Chair Comments**

Chairman Fenske spoke on the ARPA Task Force process.

#### **Public Comments**

- 1. Michael Bosch-Georgetown Township
- 2. Michael Kuras-Spring Lake Township
- 3. Susan Franklin-20<sup>th</sup> Circuit Court, Spring Lake Township
- 4. Travis Williams-ODC Network
- 5. Tammy Mannes-OAISD, Zeeland Township
- 6. Harvey Nikkel-Georgetown Township
- 7. Gloria Lara-Walker, MI-LEDA
- 8. Elizabeth Butler-Grand Haven Chamber of Commerce
- 9. Jacob Maas-West Michigan Works-Holland

- 10. Barbara VanHorrsen-Momentum Center
- 11. John Rice-Spring Lake Township
- 12. Matt Henderson-Georgetown Township
- 13. Johnny Rodriguez-LAUP
- B/C 22-231 Joseph Baumann moved to approve the agenda of today with the following amendments, removal of the public hearing (B) and Suggested Motion #3 Action Item under Finance and Administration Committee. The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Francisco Garcia, Allen Dannenberg, Gregory DeJong, Douglas Zylstra, Randall Meppelink, Joseph Baumann, Matthew Fenske. (9)
- B/C 22-232 Allen Dannenberg moved to approve the following Consent Resolutions.
  - 1. To approve the minutes of the November 8, 2022, Board of Commissioners meeting.
  - 2. To approve the general claims in the amount of \$12,481,029.63 as presented by the summary report for October 31, 2022, through November 11, 2022.
  - 3. To approve the amended 2022 Ottawa County Apportionment Report.

The motion passed as shown by the following votes: Yeas: Francisco Garcia, Douglas Zylstra, Allen Dannenberg, Randall Meppelink, James Holtvluwer, Joseph Baumann, Philip Kuyers, Gregory DeJong, Matthew Fenske. (9)

B/C 22-233 Philip Kuyers moved to adopt the Resolution of Support for the establishment of two separate Commercial Rehabilitation Districts (PA 210 of 2005) in the City of Hudsonville.

The motion passed as shown by the following votes: Yeas: Allen Dannenberg, Joseph Baumann, Randall Meppelink, Francisco Garcia, Gregory DeJong, James Holtvluwer, Douglas Zylstra, Philip Kuyers, Matthew Fenske. (9)

B/C 22-234 Gregory DeJong moved to approve the proposed Change Orders for the Family Justice Center Policy for review and comment.

The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Randall Meppelink, Francisco Garcia, Douglas Zylstra, Allen Dannenberg, Gregory DeJong, Joseph Baumann, Matthew Fenske. (9)

B/C 22-235 Gregory DeJong moved to approve the revised Purchasing Card Policy for review and comment

The motion passed as shown by the following votes: Yeas: Douglas Zylstra, Philip Kuyers, Francisco Garcia, James Holtvluwer, Joseph Baumann, Gregory DeJong, Randall Meppelink, Allen Dannenberg, Matthew Fenske. (9)

B/C 22-236 Gregory DeJong moved to approve the revised Travel and Meal Policy for review and comment.

The motion passed as shown by the following votes: Yeas: Douglas Zylstra, Joseph Baumann, Philip Kuyers, Francisco Garcia, Randall Meppelink, Allen Dannenberg, Gregory DeJong, James Holtvluwer, Matthew Fenske. (9)

B/C 22-237 Gregory DeJong moved to approve and authorize the Board Chairperson and Clerk/Register to sign the agreement with Apex Contractors for the Ottawa Sands Phase One Construction Project for a total contract amount of \$3,539,000.00.

The motion passed as shown by the following votes: Yeas: Joseph Baumann, Francisco Garcia, Randall Meppelink, James Holtvluwer, Gregory DeJong, Douglas Zylstra, Philip Kuyers, Allen Dannenberg, Matthew Fenske. (9)

B/C 22-238 Gregory DeJong moved to approve an amendment to the Capital Improvement Plan by adding Ottawa Sands phase I – Wetland Restoration.

The motion passed as shown by the following votes: Yeas: James Holtvluwer, Douglas Zylstra, Philip Kuyers, Gregory DeJong, Randall Meppelink, Joseph Baumann, Allen Dannenberg, Francisco Garcia, Matthew Fenske. (9)

B/C 22-239 Gregory DeJong moved to approve the real estate transfer of 30 acres in Allendale

Township as part of the Grand River Greenway from the Ottawa County 4-H Council, Inc.

The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Francisco Garcia, Allen Dannenberg, Gregory DeJong, Douglas Zylstra, Randall Meppelink, Joseph Baumann, Matthew Fenske. (9)

B/C 22-240 Gregory DeJong moved to approve the real estate transfer of 3.5 acres in Crockery Township from the Sheridan Trust.

The motion passed as shown by the following votes: Yeas: Francisco Garcia, Douglas Zylstra, Allen Dannenberg, Randall Meppelink, James Holtvluwer, Joseph Baumann, Philip Kuyers, Gregory DeJong, Matthew Fenske. (9)

B/C 22-241 Gregory DeJong moved to approve and authorize the Board Chairperson and Clerk/Register to sign the application to the Michigan Office of the Great Lakes Coastal Zone Management (CZM) Program in the amount of \$100,000 to assist with the construction of a universally accessible kayak launch at Ottawa Sands County Park.

The motion passed as shown by the following votes: Yeas: Allen Dannenberg, Joseph Baumann, Randall Meppelink, Francisco Garcia, Gregory DeJong, James Holtvluwer, Douglas Zylstra, Philip Kuyers, Matthew Fenske. (9)

B/C 22-242 Gregory DeJong to adopt the Resolution Urging the State Legislature to Amend the Michigan Auto Insurance Reform Act to Amend the Reimbursement Cap for Auto Accident Victims and Home Health Care.

The motion failed as shown by the following votes: Yeas: Philip Kuyers, Randall Meppelink, Allen Dannenberg, Gregory DeJong. (4)

Nays: James Holtvluwer, Francisco Garcia, Joseph Baumann, Matthew Fenske. (4)

Abstain: Douglas Zylstra. (1)

B/C 22-243 Francisco Garcia moved to amend the motion for a letter to be provided to the County Commissioners to send individually supporting legislative changes to the Michigan Auto Insurance Reform Act.

The motion passed as shown by the following votes: Yeas: Douglas Zylstra, Philip Kuyers, Francisco Garcia, James Holtvluwer, Joseph Baumann, Gregory DeJong, Randall Meppelink, Allen Dannenberg, Matthew Fenske. (9)

B/C 22-244 Joseph Baumann moved to approve and authorize the Board Chairperson and Clerk/Register to sign a Conservation Easement Option Agreement with Mark Jongekrijg in the amount of \$700,000 for +/- 94 acres located in Zeeland Township.

The motion passed as shown by the following votes: Yeas: Douglas Zylstra, Joseph Baumann, Philip Kuyers, Francisco Garcia, Randall Meppelink, Allen Dannenberg, Gregory DeJong, James Holtvluwer, Matthew Fenske. (9)

B/C 22-245 Joseph Baumann moved to approve and authorize the Board Chairperson and Clerk/Register to sign a Conservation Easement Option Agreement with Lyle and Donna Veldheer in the amount of \$198,000 for +/- 38 acres located in Olive Township.

The motion passed as shown by the following votes: Yeas: Joseph Baumann, Francisco Garcia, Randall Meppelink, James Holtvluwer, Gregory DeJong, Douglas Zylstra, Philip Kuyers, Allen Dannenberg, Matthew Fenske. (9)

B/C 22-246 Joseph Baumann moved to approve and authorize the Board Chairperson and Clerk/Register to sign the Health Management Plan Renewal at a total cost of \$175,000.

The motion passed as shown by the following votes: Yeas: James Holtvluwer, Douglas Zylstra, Philip Kuyers, Gregory DeJong, Randall Meppelink, Joseph Baumann, Allen Dannenberg, Francisco Garcia, Matthew Fenske. (9)

B/C 22-247 Joseph Baumann moved to approve and authorize the Board Chairperson and Clerk/Register to sign the Lease Agreement and Memorandum of Lease Agreement with DISH Wireless LLC to install their wireless broadband equipment on the County's Johnson Street/Robinson Township Communications Tower. DISH Wireless LLC has agreed to lease tower space from the County at a rate of \$2,100 per month for a minimum of five (5) years, with automatic renewal for at least an additional five (5) years. Rent increasing by 3% upon the commencement of each renewal term.

The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Francisco Garcia, Allen Dannenberg, Gregory DeJong, Douglas Zylstra, Randall Meppelink, Joseph Baumann, Matthew Fenske. (9)

B/C 22-248 Joseph Baumann to approve the 2023 budget adjustments per the attached schedule.

The motion passed as shown by the following votes: Yeas: Francisco Garcia, Douglas Zylstra, Allen Dannenberg, Randall Meppelink, James Holtvluwer, Joseph Baumann, Philip Kuyers, Gregory DeJong, Matthew Fenske. (9)

B/C 22-249 Joseph Baumann moved to approve Community Mental Health's project for \$1,000,000 in Board Initiatives funds to support the Recruitment/Retention Fund for Mental Health Professionals.

The motion passed as shown by the following votes: Yeas: Allen Dannenberg, Joseph Baumann, Randall Meppelink, Francisco Garcia, Gregory DeJong, James Holtvluwer, Douglas Zylstra, Philip Kuyers, Matthew Fenske. (9)

B/C 22-250 Joseph Baumann moved to approve the Children's Advocacy Center's project for \$211,750.00 in Board Initiatives funds to support the Children's Advocacy Center Staffing Expansion.

The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Randall Meppelink, Francisco Garcia, Douglas Zylstra, Allen Dannenberg, Gregory DeJong, Joseph Baumann, Matthew Fenske. (9)

B/C 22-251 Joseph Baumann moved to approve the Reach for Recovery's project for \$337,500.00 in Board Initiatives funds to support the Reach for Recovery Staffing Expansion.

The motion passed as shown by the following votes: Yeas: Douglas Zylstra, Philip Kuyers, Francisco Garcia, James Holtvluwer, Joseph Baumann, Gregory DeJong, Randall Meppelink, Allen Dannenberg, Matthew Fenske. (9)

B/C 22-252 Joseph Baumann moved to approve the Grand Rapids Community College's project for \$55,919.75 in Board Initiatives funds to support the Direct Care Providers Certification Program with Benjamin's Hope.

The motion passed as shown by the following votes: Yeas: Douglas Zylstra, Joseph Baumann, Philip Kuyers, Francisco Garcia, Randall Meppelink, Allen Dannenberg, Gregory DeJong, James Holtvluwer, Matthew Fenske. (9)

B/C 22-253 Joseph Baumann moved to approve the Grand Rapids Community College's project for \$103,294 in Board Initiatives funds to support the Direct Care Providers Certification Program with Harbor House Ministries.

The motion passed as shown by the following votes: Yeas: Joseph Baumann, Francisco Garcia, Randall Meppelink, James Holtvluwer, Gregory DeJong, Douglas Zylstra, Philip Kuyers, Allen Dannenberg, Matthew Fenske. (9)

B/C 22-254 Joseph Baumann moved to approve the Grand Rapids Community College's project for \$103,294.00 in Board Initiatives funds to support the Direct Care Providers Certification Program with Heritage Homes, Inc.

The motion passed as shown by the following votes: Yeas: James Holtvluwer, Douglas Zylstra, Philip Kuyers, Gregory DeJong, Randall Meppelink, Joseph Baumann, Allen Dannenberg, Francisco Garcia, Matthew Fenske. (9)

B/C 22-255 Joseph Baumann moved to approve the Grand Rapids Community College's project for \$87,492.25 in Board Initiatives funds to support the Direct Care Providers Certification Program with MOKA Corporation.

The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Francisco Garcia, Allen Dannenberg, Gregory DeJong, Douglas Zylstra, Randall Meppelink, Joseph Baumann, Matthew Fenske. (9)

B/C 22-256 Joseph Baumann moved to approve the ODC's project for \$7,500,000 in ARPA grant funding to support the Childcare & Early Childhood and Learning Centers Expansion.

The motion passed as shown by the following votes: Yeas: Francisco Garcia, Douglas Zylstra, Allen Dannenberg, Randall Meppelink, James Holtvluwer, Joseph Baumann, Philip Kuyers, Gregory DeJong, Matthew Fenske. (9)

B/C 22-257 Joseph Baumann moved to approve the Grand Rapids Community College's project for \$506,493.00 in Board Initiatives funds to support the Michigan Reconnect Expansion – Tuition Gap Payment.

The motion passed as shown by the following votes: Yeas: James Holtvluwer, Douglas Zylstra, Philip Kuyers, Gregory DeJong, Randall Meppelink, Joseph Baumann, Allen Dannenberg, Francisco Garcia, Matthew Fenske. (9)

B/C 22-258 Joseph Baumann moved to approve the West Michigan Works! Project for \$101,874 in ARPA grant funding to support the Earn & Learn Manufacturing Career Fair.

The motion passed as shown by the following votes: Yeas: Allen Dannenberg, Joseph Baumann, Randall Meppelink, Francisco Garcia, Gregory DeJong, James Holtvluwer, Douglas Zylstra, Philip Kuyers, Matthew Fenske. (9)

B/C 22-259 Joseph Baumann moved to approve the BizStream project for \$700,000 in APRA grant funding to support the BizStream Academy Expansion.

The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Randall Meppelink, Francisco Garcia, Douglas Zylstra, Allen Dannenberg, Gregory DeJong, Joseph Baumann, Matthew Fenske. (9)

B/C 22-260 Joseph Baumann moved to approve LAUP's request for \$799,000 in Board Initiatives funds to support the Workforce Development Initiative.

The motion passed as shown by the following votes: Yeas: Douglas Zylstra, Philip Kuyers, Francisco Garcia, James Holtvluwer, Joseph Baumann, Gregory DeJong, Randall Meppelink, Allen Dannenberg, Matthew Fenske. (9)

B/C 22-261 Joseph Baumann moved to approve Housing Next's request for \$10,000,000, previously \$8,000,000, in Board Initiatives funds to support the Affordable Housing Revolving Loan Fund.

The motion passed as shown by the following votes: Yeas: Douglas Zylstra, Philip Kuyers, Randall Meppelink, Allen Dannenberg, Gregory DeJong, Matthew Fenske. (6)

Nays: Joseph Baumann, Francisco Garcia, James Holtvluwer. (3)

B/C 22-262 Douglas Zylstra moved to amend the motion to increase the amount to \$10,000,000 from \$8,000,000.

The motion passed as shown by the following votes: Yeas: Douglas Zylstra, Philip Kuyers, Randall Meppelink, Allen Dannenberg, Gregory DeJong, Matthew Fenske. (6)

Nays: Joseph Baumann, Francisco Garcia, James Holtvluwer. (3)

B/C 22-263 Joseph Baumann moved to approve the 20<sup>th</sup> Judicial Circuit Court's project for \$20,000 in ARPA Initiatives funds to support the Youth Center Youth & Parent Portal.

The motion passed as shown by the following votes: Yeas: Joseph Baumann, Francisco Garcia, Randall Meppelink, James Holtvluwer, Gregory DeJong, Douglas Zylstra, Philip Kuyers, Allen Dannenberg, Matthew Fenske. (9)

B/C 22-264 Joseph Baumann moved to approve the Clerk/Register of Deed's project for \$100,000 in Board Initiatives funds to support the Board of Commissioners Electronic Roll Call and E-Voting System.

The motion passed as shown by the following votes: Yeas: James Holtvluwer, Philip Kuyers, Gregory DeJong, Randall Meppelink, Joseph Baumann, Allen Dannenberg, Francisco Garcia, Matthew Fenske. (8)

Nays: Douglas Zylstra. (1)

B/C 22-265 Joseph Baumann moved to approve the Facilities Maintenance's project for \$350,000 in Board Initiatives funds to support the James Street DHHS Building.

The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Francisco Garcia, Allen Dannenberg, Gregory DeJong, Douglas Zylstra, Randall Meppelink, Joseph Baumann, Matthew Fenske. (9)

B/C 22-266 Joseph Baumann moved to approve the Facilities Maintenance's project for \$395,000 in Board Initiative funds to support the Sheriff's Shooting Range HVAC.

The motion passed as shown by the following votes: Yeas: Francisco Garcia, Douglas Zylstra, Allen Dannenberg, Randall Meppelink, James Holtvluwer, Joseph Baumann, Philip Kuyers, Gregory DeJong, Matthew Fenske. (9)

B/C 22-267 Joseph Baumann moved to approve the Parks and Recreation Department's project for \$2,000,000 in Board Initiatives funds to support the Idema Explorer Trail.

The motion passed as shown by the following votes: Yeas: Allen Dannenberg, Joseph Baumann, Randall Meppelink, Francisco Garcia, Gregory DeJong, James Holtvluwer, Douglas Zylstra, Philip Kuyers, Matthew Fenske. (9)

B/C 22-268 Randall Meppelink moved to amend the motion to decrease the amount from \$2,000,000 to \$1,850,000.

The motion failed as shown by the following votes: Yeas: Randall Meppelink, Douglas Zylstra. (2)

Nays: Joseph Baumann, Francisco Garcia, James Holtvluwer, Gregory DeJong, Philip Kuyers, Allen Dannenberg, Matthew Fenske. (7)

B/C 22-269 Joseph Baumann moved to approve the Parks and Recreation Department's project for \$906,000 in Board initiatives funds to support the Middle Macatawa Trail System.

The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Randall Meppelink, Francisco Garcia, Douglas Zylstra, Allen Dannenberg, Gregory DeJong, Joseph Baumann, Matthew Fenske. (9)

B/C 22-270 Joseph Baumann moved to approve the Parks and Recreation Department's project for \$3,400,000 in Board Initiatives funds to support the Ottawa Sands Phase I Improvements.

The motion passed as shown by the following votes: Yeas: Philip Kuyers, Francisco Garcia, James Holtvluwer, Joseph Baumann, Gregory DeJong, Randall Meppelink, Allen Dannenberg, Matthew Fenske. (8)

Nays: Douglas Zylstra. (1)

B/C 22-271 Randall Meppelink moved to amend the motion to decrease the amount from \$3,400,000 to \$3,250,000.

The motion failed as shown by the following votes: Yeas: Douglas Zylstra, Randall Meppelink. (2)

Nays: James Holtvluwer, Philip Kuyers, Gregory DeJong, Joseph Baumann, Allen Dannenberg, Francisco Garcia, Matthew Fenske. (7)

B/C 22-272 Joseph Baumann moved to approve the Prosecutor Attorney's project for \$1,000,000 in Board Initiatives funds to support the Crime Victim's Assistance Fund.

The motion passed as shown by the following votes: Yeas: Douglas Zylstra, Joseph Baumann, Philip Kuyers, Francisco Garcia, Randall Meppelink, Allen Dannenberg, Gregory DeJong, James Holtvluwer, Matthew Fenske. (9)

B/C 22-273

Joseph Baumann moved to approve Public Health's project for \$486,675 in Board Initiatives funds to support the Local Food Rescue to Turn Food Excess into Healthy Food Access throughout Ottawa County.

The motion passed as shown by the following votes: Yeas: Allen Dannenberg, Joseph Baumann, Randall Meppelink, Francisco Garcia, Gregory DeJong, James Holtvluwer, Douglas Zylstra, Philip Kuyers, Matthew Fenske. (9)

B/C 22-274

Joseph Baumann moved to approve Public Health's project for \$1,507,178 in Board Initiatives funds to support the Medicaid Cost- Based Reimbursements.

The motion passed as shown by the following votes: Yeas: Philip Kuyers, James Holtvluwer, Randall Meppelink, Francisco Garcia, Douglas Zylstra, Allen Dannenberg, Gregory DeJong, Joseph Baumann, Matthew Fenske. (9)

B/C 22-275

Joseph Baumann moved to approve the Department of Strategic Impact's project for \$1,000,000 in Board Initiatives funds to support the Accelerating Farmland Protection.

The motion passed as shown by the following votes: Yeas: Douglas Zylstra, Philip Kuyers, Francisco Garcia, James Holtvluwer, Joseph Baumann, Gregory DeJong, Randall Meppelink, Allen Dannenberg, Matthew Fenske. (9)

The County Administrator's report was presented.

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

#### **Public Comments**

- 1. Sara Westhuis-Georgetown Township
- 2. Harvey Nikkel-Georgetown Township

#### Online Public Comments

- 1. Michael Mushroe-Spring Lake Township
- 2. Vince Bush-Holland Township
- 3. Steve Hall-Jamestown Township
- 4. Pennie Woodwyk-Park Township
- 5. Susnan Morris-Grand Haven Township

Chair Fenske adjourned the meeting at 5:55 p.m.

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

MATTHEW R. FENSKE, Chairman Of the Board of Commissioners