



Ottawa County
Board of Commissioners

Joe Moss
Chairperson

Sylvia Rhodea
Vice-Chairperson

To All Ottawa County Commissioners:

The Ottawa County Board of Commissioners will meet on **Tuesday, December 12, 2023 at 9:00 AM** for the regular December meeting of the Board at the Ottawa County Fillmore Street Complex in West Olive, Michigan and via Zoom and YouTube.

The Agenda is as follows:

1. Call to Order by the Chairperson
2. Prayer and Pledge of Allegiance
3. Roll Call
4. Correspondence
5. Public Comment
6. Approval of Agenda
7. Consent Resolutions:

From the County Clerk/Register

A. Board of Commissioners Meeting Minutes

Suggested Motion:

To approve the minutes of the [November 28, 2023](#) Board of Commissioners meeting.

From Administration

B. [Post-Execution Ratification of Contracts under Section IV\(D\)\(2\) of the Ottawa County Contracting Authorization and Form Policy](#)

Suggested Motion:

To ratify all contracts for the period of November 1, 2023 to November 30, 2023 currently pending on the post-execution ratification list as authorized under Section IV(D)(2) of the Ottawa County Contracting Authorization and Form Policy.

C. [Ottawa County Corporate Counsel 2023 Annual Report](#)

Suggested Motion:

To receive for information the Ottawa County Corporate Counsel 2023 Annual Report.

D. [Ottawa County Public Defender's Office 2023 Annual Report](#)

Suggested Motion:

To receive for information the Ottawa County Public Defender's Office 2023 Annual Report.

From the Talent and Recruitment Committee

E. [Agricultural Preservation Board](#)

Suggested Motion:

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

Eligible Applicants:

*Nathan Pyle

James Tanis

James Wysocki

and to Nathan Pyle to fill one (1) Agricultural Seat vacancy beginning January 1, 2024 and ending December 31, 2026.

F. [Community Corrections Advisory Board](#)

Suggested Motion:

To place into nomination and forward to the Board of Commissioners the names of (*indicates recommendation from the Interview Subcommittee):

Eligible Applicants:

*Heath White

Ineligible Applicants

Philip Alderink

Michelle Anguiano

and to select Heath White to fill one (1) MDOC Seat vacancy beginning January 1, 2024 and ending December 31, 2025.

G. [Community Corrections Advisory Board](#)

Suggested Motion:

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

Eligible Applicants:

*Matt Messer

Ineligible Applicants

Philip Alderink

and to Matt Messer to fill one (1) Chief of Police Seat vacancy beginning January 1, 2024 and ending December 31, 2025.

H. [Ottawa County Comprehensive Economic Development Strategy Committee \(CEDS\)](#)

Suggested Motion:

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

Eligible Applicants:

*Benjamin Genser

Ryan Anderson

David Cawthorn

and to select Benjamin Genser to fill one (1) Private Sector Seat vacancy beginning January 1, 2024 and ending December 31, 2024.

I. [Ottawa County Groundwater Board](#)

Suggested Motion:

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

Eligible Applicants:

*Alexander Svoboda

and to select Alexander Svoboda to fill one (1) Ag/Conservation Technical Assistance Seat vacancy beginning January 1, 2024 and ending December 31, 2026.

J. [Ottawa County Groundwater Board](#)

Suggested Motion:

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

Eligible Applicants:

*Lee Machiela

Steven Hecksel

and to select Lee Machiela to fill one (1) Well Drilling Seat vacancy beginning January 1, 2024 and ending December 31, 2026.

K. [Ottawa County Groundwater Board](#)

Suggested Motion:

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

Eligible Applicants:

*Carrie Rivette

Mark Baker

Elaine Isely

and to select Carrie Rivette to fill one (1) Environmental/Conservation Technical Assistance Seat vacancy beginning January 1, 2024 and ending December 31, 2026.

L. [Ottawa County Groundwater Board](#)

Suggested Motion:

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

Eligible Applicants:

*Adam Elenbaas

and to select Adam Elenbaas to fill one (1) Local Unit of Government 3 Year Term Seat vacancy beginning January 1, 2024 and ending December 31, 2026.

M. [Ottawa County Groundwater Board](#)

Suggested Motion:

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

Eligible Applicants:

*Frank Johnson

and to select one (1) to fill one (1) Local Unit of Government 1 Year Term Seat vacancy beginning January 1, 2024 and ending December 31, 2024.

N. [Ottawa County Groundwater Board](#)

Suggested Motion:

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

Eligible Applicants:

*Mark Baker

Elaine Isely

Carrie Rivette

and to select Mark Baker to fill one (1) Scientific Community Seat vacancy beginning January 1, 2024 and ending December 31, 2026.

O. [Ottawa County Land Bank Authority](#)

Suggested Motion:

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

Eligible Applicants:

*Terry DeHaan
Michael Bosch
Vince Bush

Ineligible Applicants:

Mark Brouwer

and to select Terry DeHaan to fill one (1) Township Representative Seat vacancy beginning January 1, 2024 and ending December 31, 2029.

P. [Ottawa County Officer's Compensation Commission](#)

Suggested Motion:

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

Eligible Applicants:

*Mark Brouwer
*Craig Dunlap
*Angela Loreth
*Lynn Janson

Ineligible Applicants:

Valerie Forsch

and to select Mark Brouwer, Craig Dunlap, Angela Loreth, and Lynn Janson to fill four (4) Member Seat vacancies beginning January 1, 2024 and ending December 31, 2027.

Q. [Ottawa County Parks and Recreation Commission](#)

Suggested Motion:

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

Eligible Applicants:

*Lukas Hill
*Bruce Greenlee
Mark Brouwer

Michael Segaar
Joyce Kortman
Nathan Hoekstra
Lynn Janson
Samuel Guffy
Benjamin Genser
Mark Southwell
Michala Ringquist
Amy Alderink
Kate Harmon
Joyce Cawthon
Caryn Capriccioso

and to select Lukas Hill and Bruce Greenlee to fill two (2) Public Seat vacancies beginning January 1, 2024 and ending December 31, 2026.

R. [Ottawa County Veteran Affairs Committee](#)

Suggested Motion:

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

Eligible Applicants:

*Patrick Muir
*Robert Linderman
Dale Mohr
Donald Dykstra
Bruce Greenlee
Steven Prince
Jan Ennis
Brad Dorland
David Chesney
Steven Davis
Larry Jackson
Todd Holmquist

and to select Patrick Muir and Robert Linderman to fill two (2) War Veteran Seat vacancies beginning January 1, 2024 and ending December 31, 2026.

S. [West Michigan Regional Planning Commission](#)

Suggested Motion:

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

Eligible Applicants:

*Benjamin Genser
Terry DeHaan
Mark Brouwer

Ryan Anderson
Rebecca Hopp
Michala Ringquist

and to select Benjamin Genser to fill one (1) Ottawa County Private Sector Seat vacancy beginning January 1, 2024 and ending December 31, 2024.

T. [Ottawa County Department of Health and Human Services Board](#)

Suggested Motion:

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

Eligible Applicants:

*Robert VanderZwaag
Kimberly Vanderly
Mark Brouwer
Gwendolyn Fosse
Marsha Manning
Valerie Forsch
Benjamin Genser
Brenda VanderMeulen
Michala Ringquist

and to select Robert VanderZwaag to fill one (1) County Resident Seat vacancy beginning January 1, 2024 and ending December 31, 2026.

From the Finance and Administration Committee

U. [Accounts Payable for October 30, 2023 through November 22, 2023](#)

Suggested Motion:

To approve the general claims in the amount of \$15,657,671.28 as presented by the summary report for October 30, 2023 through November 22, 2023

W. [Agreement for Program Services With _____ent County](#)

Suggested Motion:

To approve an Agreement for Program Services with _____ent County to undertake the grant tasks defined for the _____ and Transfer Navigators program.

WW. [Clean Sweep Grant From MDARD](#)

Suggested Motion:

To approve a contract with The Michigan Dept of Agriculture and Rural Development (MDARD) for disposal of pesticides.

X. [County Clerk/Register Position Upgrade Request](#)

Suggested Motion:

To approve a proposal to change one Case Records Technician II position (grade 5) to a Senior Case Records Technician (grade 7) and eliminate one Case Records Tech I (IV-D) (grade 4) at a cost of \$3,278.

- Y. [Wage and Benefit Adjustments for Group T and Unclassified Employees for 2024](#)
Suggested Motion:
To approve a request to adopt the proposed 2024 compensation and benefit changes for the Group T and Unclassified employee groups.
- Z. [FY24 Budget Adjustments](#)
Suggested Motion:
To approve the 2024 budget adjustments per the attached schedule.

From the Planning and Policy Committee

- AA. [Grand River Greenway Newf Coastal Resilience Grant](#)
Suggested Motion:
To approve the grant agreement from the National Fish & Wildlife Foundation for assistance to complete natural features assessments and design work for ecological enhancements at Ottawa Sands and Harbor Island in the cities of Ferrysburg and Grand Haven and authorize the establishment of a capital project in the amount of \$275,000.
- BB. [Kirk Park Renovations - Playground](#)
Suggested Motion:
To approve the contract with Great Lakes Recreation Company in the amount of \$103,807 for installation of a new playground at Kirk Park.
- CC. [Accounting, Auditing, and Financial Reporting Policy \(First Reading\)](#)
Suggested Motion:
To approve and advance to a second reading before the full Board of Commissioners the revised Accounting, Auditing and Financial Reporting Policy.

8. Agenda and Action Requests:

From Administration

- A. [Broadband Wired Infrastructure Expansion Partnership](#)
Suggested Motion:
To authorize the Board Chair and Clerk/Register to sign the broadband wired infrastructure expansion partnership agreement between Ottawa County and 123.Net, Inc.
- B. [Tower Development Services Agreement](#)
Suggested Motion:
To authorize the Board Chair and Clerk/Register to sign the Tower Development Services Agreement and Land Marketing & Lease Option Agreement with Tilson

Infrastructure that defines the terms and conditions for Tilson to develop the infrastructure needed to address gaps in fixed-wireless broadband capabilities across Ottawa County.

C. [Transparency Resolution](#)

Suggested Motion:

To approve a resolution highlighting advancements in transparency by the Board of Commissioners and Administration.

9. Appointments

A. [Appointment of County Commissioner to District 6](#)

Suggested Motion:

To place into nomination the names of:

Joel Buck

Shawn Haff

Lynn Janson

Joseph Parnell McCarter

Kendra Wenzel

And select one (1) to fill one (1) District 6 Commissioner vacancy on the Ottawa County Board of Commissioners beginning immediately and ending December 31, 2024.

10. Oath of Office

11. Committee Reports

A. [Ottawa County Corporate Counsel 2023 Annual Report](#)

Presented by Jack Jordan, Corporate Counsel

B. [Ottawa County Public Defender's Office 2023 Annual Report](#)

Presented by Nichole Derks, Public Defender

12. Discussion Items

From Administration

A. [Closed Session to Discuss Union Negotiations Pursuant to OMA Section 8c](#)

Suggested Motion:

To go into closed session for the purpose of strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement pursuant to OMA Section 8c. (2/3 roll call vote required)

13. Public Comment

14. Additional Business

From the County Administrator

A. Report from the County Administrator

From the Board Chair

B. Appointments to Housing Commission by Board Chair

14. Adjournment at Call of the Chairperson

**PROPOSED
PROCEEDINGS OF THE OTTAWA COUNTY
BOARD OF COMMISSIONERS
NOVEMBER SESSION – SECOND DAY**

The Ottawa County Board of Commissioners met on Tuesday, November 28, 2023, at 6:33 p.m. and was called to order by the Chairperson.

The prayer was pronounced by Father Ron Floyd.

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

Present at roll call: Gretchen Cosby, Lucy Ebel, Douglas Zylstra, Jacob Bonnema, Joe Moss, Rebekah Curran, Sylvia Rhodea, Roger Belknap, Roger Bergman, Allison Miedema.
(10)

Public Comments

Public comments were made by the following:

1. J. Parnell McCarter-Georgetown Township
2. Dan Zimmer-Port Sheldon Township
3. Donna Mooney-Georgetown Township
4. Adrea Hill-Holland Township
5. Susan Franklin-Spring Lake
6. Joe Spaulding-Holland Township
7. Dena Arner-Holland Township
8. Elizabeth Brubaker-Holland Township
9. Cindy Kornoelje-Tallmadge Township
10. Sheila Dettloff-Holland Township
11. Mae Kleinheksel-Grand Haven Township
12. Gin Greenlee-Park Township
13. Donovan Gomez-Park Township
14. Barbara Lee VanHorsen-Grand Haven City
15. Doug Zylstra-Holland City-County Commissioner
16. Roger Bergman-Grand Haven City-County Commissioner
17. Rich Dausman-Wright Township
18. Kelly Vruggink-Zeeland

Approval of Agenda

B/C 23-183 Rebekah Curran moved to approve the agenda.

The motion passed.

Consent Resolutions

B/C 23-184 Roger Bergman moved to approve the following Consent Resolutions.

- A. To approve the minutes of the November 21, 2023 Board of Commissioners meeting.

The motion passed.

Agenda and Action Requests:

None.

Committee Reports

None.

Discussion Items

B/C 23-189 Sylvia Rhodea moved to go into closed session at 7:25 p.m. for the purpose of strategy and negotiation sessions connected with the negotiations of a collective bargaining agreement pursuant to OMA Section 8c. (2/3 roll call vote required)

The motion passed by the following votes: Yeas: Roger Belknap, Rebekah Curran, Gretchen Cosby, Jacob Bonnema, Sylvia Rhodea, Doug Zylstra, Allison Miedema, Lucy Ebel, Roger Bergman, Joe Moss. (10)

B/C 23-190 Roger Bergman moved to come out of closed session at 7:57 p.m. for the purpose of strategy and negotiation sessions connected with the negotiations of a collective bargaining agreement pursuant to OMA Section 8c.

The motion passed.

The meeting resumed at 8:01 p.m.

B/C 23-191 Rebekah Curran moved to ratify the following negotiated contracts:

1. District Court Employees Association
2. Friend of the Court Employees Association
3. Juvenile Court Employees Association
4. POLC 312-Police Officer's Labor Counsel, Road Patrol, and Detectives
5. POLC 312-Sergeants
6. POLC non312-Sergeants

The motion passed by the following votes: Yeas: Gretchen Cosby, Roger Bergman, Doug Zylstra, Jacob Bonnema, Allison Miedema, Rebekah Curran, Lucy Ebel, Roger Belknap, Sylvia Rhodea, Joe Moss. (10)

Public Comment

1. Justin Roebuck-County Clerk/Register of Deeds
2. Adrea Hill-Holland Township
3. Linda Lampen-Unknown
4. Gin Greenlee-Park Township
5. Dan Zimmer-Port Sheldon Township
6. Kendra Wenzel-Hudsonville
7. Darlene Dykstra-Georgetown Township
8. David Barnosky-Port Sheldon Township
9. Donna Mooney-Georgetown Township
10. Ronnie Allen-Allendale Township
11. Bruce Greenlee-Park Township
12. Jim Kuiper-Holland Township
13. Craig Ebel-Holland Township
14. Mae Kleinheksel-Grand Haven Township
15. Jeff King-Jamestown Township
16. George Martel-Zeeland Township

Online Public Comment

1. Joe Spaulding-Holland Township

Additional Business

- A. Administrator's Report- The County Administrator's report was presented.

Adjournment at Call of the Chairperson

The Chairperson adjourned the meeting at 8:38 p.m.

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

JOE MOSS, Chairperson
Of the Board of Commissioners

Board Ratification Contracts

Report Date Range: 11/1/23 - 11/30/23

'Revenue' Total Amount: \$20,000.00

'Expense' Total Amount: \$752,859.27

CONTRACT	REQUESTED DATE	APPROVED DATE	REQUESTING AGENCY	VENDOR/3RD PARTY	CONTRACT AMOUNT	MULTI YEAR CONTRACT	REVENUE /EXPENSE	PURPOSE
2052	09/27/2023	11/06/2023	INNOVATION & TECHNOLOGY	WESTERN TEL-COM, INC.	\$0.00	NO	EXPENSE	This is an addendum to the Screening and Cable Protection Services Agreement between Ottawa County and Western Tel-Com signed on 7/19/22. While reviewing the contract, we discovered an error with the completion date. The Term section of the contract states "The initial term of this Agreement shall be for a minimum period of two (2) years to commence as indicated on the front page of the Agreement ("Initial Term)". We noticed that the completion date on the signature page was listed as December 31, 2023. I contacted Jason Onstott (Vice President of Western Tel-Com) and he confirmed that it was a typo on his end and that it should have been December 31, 2024. We have been happy with the services provided by Western Tel-Com so it is our wish as well to have this contract run to Dec 31, 2024. This addendum updates the contract to clarify that December 31, 2024 is the completion date of the initial term of the contract.
2079	10/09/2023	11/07/2023	DC PROBATION/COMM CORRECTIONS	LEVEL 7 PERSONAL DEVELOPMENT	\$27,200.00	NO	EXPENSE	To approve the FY2024 contract with Level 7 - Personal Development, to provide treatment services for eligible clients. Funding is provided by the Michigan Department of Corrections Community Corrections grant funding and local general fund contributions.
2145	11/10/2023	11/17/2023	JUVENILE COURT	CLINTON COUNTY		YES	REVENUE	Out of County Bed Rental Contract

2050	09/25/2023	11/06/2023	CAA	ZEELAND BOARD OF PUBLIC WORKS	\$20,000.00	NO	REVENUE	Contract with Zeeland Board of Public Works to provide direct energy assistance to ZBPW customers. Contract total will vary based on the number of appointments and total assistance granted.
2067	10/05/2023	11/07/2023	JUVENILE COURT	JOE KOZAKIEWICZ	\$5,000.00	NO	EXPENSE	Attorney to cover for Referee Services for Juvenile Court delinquency and neglect case load during vacation/leave of full time referees.
2085	10/10/2023	11/07/2023	SHERIFFS DEPARTMENT	TELE-RAD	\$19,500.00	NO	EXPENSE	TO REVIEW AND APPROVE THE ANNUAL CONTRACT WITH TELE-RAD FOR SHERIFF'S OFFICE MOTOROLA SERVICE
2093	10/17/2023	11/17/2023	JUVENILE COURT	ARBOR CIRCLE	\$125,000.00	NO	EXPENSE	Court Appointed Special Advocate Program for children involved in neglect/abuse cases - Children are appointed a CASA to help represent their best interests throughout the course of a neglect/abuse case.
2148	11/10/2023	11/29/2023	JUVENILE COURT	MANISTEE COUNTY		YES	REVENUE	Out of County Bed Rental Contract
2153	11/10/2023	11/29/2023	JUVENILE COURT	WEXFORD COUNTY		YES	REVENUE	Out of County Bed Rental
2073	10/06/2023	11/07/2023	HUMAN RESOURCES	THE PINNACLE CENTER/ TPC EVENTS	\$15,000.00	NO	EXPENSE	Venue and food for annual Service Awards Banquet
2096	10/18/2023	11/07/2023	PROBATE COURT	JOSEPH KOZAKIEWICZ	\$13,000.00	NO	EXPENSE	Renewal of Joseph Kozakiewicz's Guardianship Review Specialist contract. Reviews as required by MCL 700.5309
2102	10/24/2023	11/06/2023	INNOVATION & TECHNOLOGY	QUALTRICS	\$50,394.75	NO	EXPENSE	Renew Survey Software for Sheriff's Office, Public Health and Administrator's Office.
2124	10/30/2023	11/07/2023	HUMAN RESOURCES	MED-1 HOLLAND	\$5,000.00	NO	EXPENSE	Pre-employment medical screenings
2126	10/30/2023	11/07/2023	HUMAN RESOURCES	MED-1 BRETON	\$2,000.00	NO	EXPENSE	Pre-employment medical screening
2146	11/10/2023	11/17/2023	JUVENILE COURT	GENESEE COUNTY		YES	REVENUE	Out of County Bed Rental Contract
2147	11/10/2023	11/29/2023	JUVENILE COURT	IONIA COUNTY		YES	REVENUE	Out of County Bed Rental
2149	11/10/2023	11/29/2023	JUVENILE COURT	MARQUETTE COUNTY		YES	REVENUE	Out of County Bed Rental
2150	11/10/2023	11/29/2023	JUVENILE COURT	MONTCALM COUNTY		YES	REVENUE	Out of County Bed Rental
2151	11/10/2023	11/29/2023	JUVENILE COURT	MUSKEGON COUNTY		YES	REVENUE	Out of County Bed Rental
2152	11/10/2023	11/29/2023	JUVENILE COURT	ST CLAIR COUNTY		YES	REVENUE	Out of County Bed Rental

2158	11/16/2023	11/29/2023	JUVENILE COURT	OSCEOLA COUNTY		YES	REVENUE	Out of County Bed Rental
2089	10/12/2023	11/07/2023	JUVENILE COURT	BEHAVIORAL RESOURCES AND INSTITUTE FOR NEUROPSYCHOLOGICAL SE	\$30,000.00	NO	EXPENSE	Court Ordered psychological testing, competency evaluations, and restoration services for court youth.
2090	10/12/2023	11/07/2023	JUVENILE COURT	DATAWORKS PLUS, LLC	\$2,030.52	NO	EXPENSE	Hardware and software for finger print machine.
2098	10/19/2023	11/06/2023	INNOVATION & TECHNOLOGY	ALPINE POWER SYSTEMS	\$19,056.00	YES	EXPENSE	<p>The Innovation & Technology department is requesting your approval for the renewal of our three-year preventative maintenance contract for our data center's Uninterruptible Power Supply (UPS) system.</p> <p>As you are aware, the smooth and uninterrupted operation of our data center is crucial to the success of our organization. The UPS system plays a vital role in safeguarding our data and ensuring the continuity of our operations during power outages and electrical disturbances. To maintain its reliability and effectiveness, we would like to contract with a reputable service provider, Alpine Power Systems, for preventative maintenance and support services over the next three years.</p> <p>The current contract expired earlier this year, and we have been extremely satisfied with the quality of service provided by Alpine Power Systems during this period. Fiscal has solicited quotes from other service providers and Alpine Power Systems was the least expensive for the County. Their technicians have consistently delivered prompt and professional service, ensuring that our UPS system is in optimal condition.</p> <p>To continue this high level of service and ensure the continued protection of our critical data center infrastructure, we propose the renewal of the preventative maintenance contract with Alpine Power Systems for an additional three years. The financial details of the contract are as follows:</p> <p style="padding-left: 40px;">Year 1: \$6,352.00 Year 2: \$6,352.00 Year 3: \$6,352.00</p> <p>Total Cost over 3 Years: \$19,056.00 This contract will be billed annually at a cost of \$6,352.00 per year. The total three-year cost is \$19,056.00.</p>

								<p>We believe that this investment is necessary to ensure the continued reliability of our data center operations and to mitigate the risks associated with potential power-related disruptions.</p> <p>I kindly request that the Board of Commissioners review and approve the renewal of this contract at your earliest convenience. The continuity of our operations depends on the reliable operation of our data center, and this preventative maintenance contract is a critical component of our strategy to ensure uninterrupted service to our stakeholders.</p> <p>If you have any questions or require further information regarding this request, please do not hesitate to contact me at 616-738-4839 or mmorow@miottawa.org</p>
2113	10/26/2023	11/06/2023	PARKS AND RECREATION	MICHIGAN DEPARTMENT OF NATURAL RESOURCES	\$0.00	NO	EXPENSE	To approve and authorize Parks staff to execute the Amendment to Bend Area Expansion Phase III Trust Fund Grant agreement.
2122	10/29/2023	11/07/2023	FISCAL SERVICES	THOMSON REUTERS	\$56,280.00	YES	EXPENSE	THIS IS A MODIFICATION TO OUR ORIGINAL WESTLAW AGREEMENT TO ADD FOUR NEW USERS IN TWO DEPARTMENTS, GOING FROM 48 TO 52 USERS. THIS WILL ALLOW WESTLAW TO INVOICE EACH DEPARTMENT FOR THE CORRECT NUMBER OF USERS ON THEIR ACCOUNT. USERS HAVE ACCESS TO WESTLAW LITIGATION, WESTLAW ALL ANALYTICAL AND WESTLAW EDGE NATIONAL PRIMARY LAW
2123	10/30/2023	11/06/2023	CAA	DOORDASH DRIVE FULFILLMENT	\$20,000.00	NO	EXPENSE	This is an amendment to the original agreement that changes the size/pricing of the boxes being delivered for the CSFP Program. The boxes are considered "over sized" and the agreement was amended to reflect that change.
2125	10/30/2023	11/07/2023	HUMAN RESOURCES	MED-1 LEONARD	\$1,000.00	NO	EXPENSE	Pre-employment medical screening
2127	10/31/2023	11/17/2023	CAA	COMMUNITY ACTION HOUSE	\$59,733.00	NO	EXPENSE	Contract with Community Action House to provide street outreach services for the Emergency Solutions Grant to prevent homelessness.
2128	10/31/2023	11/06/2023	FACILITIES MAINTENANCE	WOLVERINE POWER SYSTEMS	\$35,215.00	YES	EXPENSE	To provide preventative maintenance and emergency services to County owned generators.

2134	11/02/2023	11/17/2023	INNOVATION & TECHNOLOGY	CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS	\$0.00	YES	EXPENSE	This contract will give us access to additional cellular plans and phone/accessory pricing under the NASPO contract. The NASPO contract is the federal equivalent of the MiDEAL contract we currently use. This contract has no financial obligation or anything else binding to the County, it simply opens up more options for us to choose from with our Verizon cellular service. Note: according to my sales rep at Verizon, Verizon will not pre-sign any contracts. I spoke with Corporate Counsel and they gave approval to submit it without it being pre-signed.
2141	11/09/2023	11/17/2023	JUVENILE COURT	KENT COUNTY		YES	REVENUE	Out of County Bed Rental
2142	11/09/2023	11/17/2023	JUVENILE COURT	BETHANY CHRISTIAN SERVICES OF MICHIGAN	\$146,000.00	YES	EXPENSE	Therapeutic and placement services
2163	11/20/2023	11/29/2023	DC PROBATION /COMMUNITY CORRECTIONS	MICROGENICS CORPORATION	\$121,450.00	YES	EXPENSE	To approve a 5-year contract with Microgenics Corporation to provide drug testing analyzers, testing supplies, and confirmation testing to the 58th District Court Probation & Community Corrections Department.
0	11/20/2023	11/20/2023	COMMUNITY MENTAL HEALTH	ADIA LLC		N/A	N/A	COMMON CONTRACT
0	11/20/2023	11/20/2023	COMMUNITY MENTAL HEALTH	ANGELA HELMER DBA SCHIELE AFC		N/A	N/A	COMMON CONTRACT
0	11/20/2023	11/20/2023	COMMUNITY MENTAL HEALTH	BARBARA HAPKE		N/A	N/A	COMMON CONTRACT
0	11/20/2023	11/20/2023	COMMUNITY MENTAL HEALTH	CHERI WYNSMA		N/A	N/A	COMMON CONTRACT
0	11/16/2023	11/16/2023	COMMUNITY MENTAL HEALTH	CRC RECOVERY INC. DBA WESTERN MICHIGAN TREATMENT C		N/A	N/A	COMMON CONTRACT
0	11/20/2023	11/20/2023	COMMUNITY MENTAL HEALTH	EBRIMA DRAMMEH DBA GIDDINGS AFC		N/A	N/A	COMMON CONTRACT
0	11/20/2023	11/20/2023	COMMUNITY MENTAL HEALTH	ENRICHED LIVING		N/A	N/A	COMMON CONTRACT
0	11/16/2023	11/16/2023	COMMUNITY MENTAL HEALTH	EQUITABLE LEARNING SOLUTIONS LLC		N/A	N/A	COMMON CONTRACT
0	11/16/2023	11/16/2023	COMMUNITY MENTAL HEALTH	EQUITABLE LEARNING SOLUTIONS		N/A	N/A	AMENDMENT
0	11/20/2023	11/20/2023	COMMUNITY MENTAL HEALTH	GABRIEL AND STACIE STRONG		N/A	N/A	COMMON CONTRACT
0	11/20/2023	11/20/2023	COMMUNITY MENTAL HEALTH	IKAZE HOME		N/A	N/A	COMMON CONTRACT
0	11/20/2023	11/20/2023	COMMUNITY MENTAL HEALTH	IVY NEST AFC		N/A	N/A	COMMON CONTRACT

0	11/20/2023	11/20/2023	COMMUNITY MENTAL HEALTH	KERRY GRAYSON DBA GRAYSON ENTERPRISE LLC		N/A	N/A	COMMON CONTRACT
0	11/20/2023	11/20/2023	COMMUNITY MENTAL HEALTH	LIFES CHOICE 2		N/A	N/A	COMMON CONTRACT
0	11/20/2023	11/20/2023	COMMUNITY MENTAL HEALTH	NANCI AND STEPHEN LUBINSKI		N/A	N/A	COMMON CONTRACT
0	11/20/2023	11/20/2023	COMMUNITY MENTAL HEALTH	PINE RIDGE ADULT CARE HOME LLC		N/A	N/A	COMMON CONTRACT
0	11/20/2023	11/20/2023	COMMUNITY MENTAL HEALTH	PLATINUM LIVING LLC		N/A	N/A	COMMON CONTRACT
0	11/20/2023	11/20/2023	COMMUNITY MENTAL HEALTH	POLLY STILLSON		N/A	N/A	COMMON CONTRACT
0	11/16/2023	11/16/2023	COMMUNITY MENTAL HEALTH	SHAWN HILLMAN TRAINING		N/A	N/A	AGREEMENT
0	11/20/2023	11/20/2023	COMMUNITY MENTAL HEALTH	SOUTHWEST AFC LLC		N/A	N/A	COMMON CONTRACT
0	11/16/2023	11/16/2023	COMMUNITY MENTAL HEALTH	WEST MICHIGAN PSYCHOLOGICAL SERVICES		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	AMANI AFC LLC		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	AMY JO BRECKON		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	BEACON SPECIALIZED LIVING SERVICES, INC.		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	BENJAMIN'S HOPE		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	BUILDING MEN FOR LIFE		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	CASE MANAGEMENT OF MICHIGAN, INC.		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	COMMUNITY HEALING CENTERS		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	COMMUNITY LIVING SERVICES		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	CORNERSTONE I INC.		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	CSM ALGER HEIGHTS LLC		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	CSM SERENITY, LLC		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	D.A. BLODGETT		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	DAILY LIFE SKILLS INDEPENDENCE HUB LLC		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	DALE A. AND PAMELA M. BENTON DBA BENTON'S AFC FACI		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	DAVID'S HOUSE MINISTRIES		N/A	N/A	COMMON CONTRACT

0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	DOT CARING CENTERS, INC.		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	EASTPORT VILLAGE CARE HOME		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	FLATROCK MANOR, INC.		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	FULL CIRCLE CARE LLC		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	GUARDIANTRAC, LLC DBA GT INDEPENDENCE		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	HARBOR HALL, INC.		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	HARBOR HOUSE MINISTRIES		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	HERITAGE HOMES, INC.		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	HERNANDEZ HOME, LLC		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	HOPE, LOVE & GRACE, LLC		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	JAN AND LARRY DEAN		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	LA BENEDICTION COMPANY LLC		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	LIFE THERAPEUTIC SOLUTIONS, INC		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	MAXIM HEALTHCARE SERVICES, INC.		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	MOKA CORPORATION		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	OUR HOPE ASSOCIATION		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	PINE REST CHRISTIAN HOMES		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	PRO CARE UNLIMITED		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	REACH FOR RECOVERY		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	RELIANCE COMMUNITY CARE PARTNERS		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	SALVATION ARMY TURNING POINT		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	THERESA A. BIRON DBA WHITE CRANE HOME AFC		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	TURNING LEAF RESIDENTIAL REHABILITATION SERVICES,		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	VAV OPERATIONS MI LLC DBA LIGHTHOUSE AUTISM CENTER		N/A	N/A	COMMON CONTRACT

0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	WALLOON LAKE RECOVERY LODGE, LLC DBA BEAR RIVER HE		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	WEDGWOOD CHRISTIAN SERVICES		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	WEST SHORE MEDICAL PERSONNEL SERVICES, INC.		N/A	N/A	COMMON CONTRACT
0	11/21/2023	11/21/2023	COMMUNITY MENTAL HEALTH	ZAWADI USA LLC		N/A	N/A	COMMON CONTRACT

Action Request



Committee: Board of Commissioners

Meeting Date: 12/12/2023

Requesting Department: Administration

Submitted By: John Gibbs

Agenda Item: Ottawa County Public Defender's Office 2023 Annual Report

Suggested Motion:

To receive for information the Ottawa County Public Defender's Office 2023 Annual Report.

Summary of Request:

Financial Information:

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

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration: Recommended Not Recommended Without Recommendation

County Administrator: 

Committee/Governing/Advisory Board Approval Date:

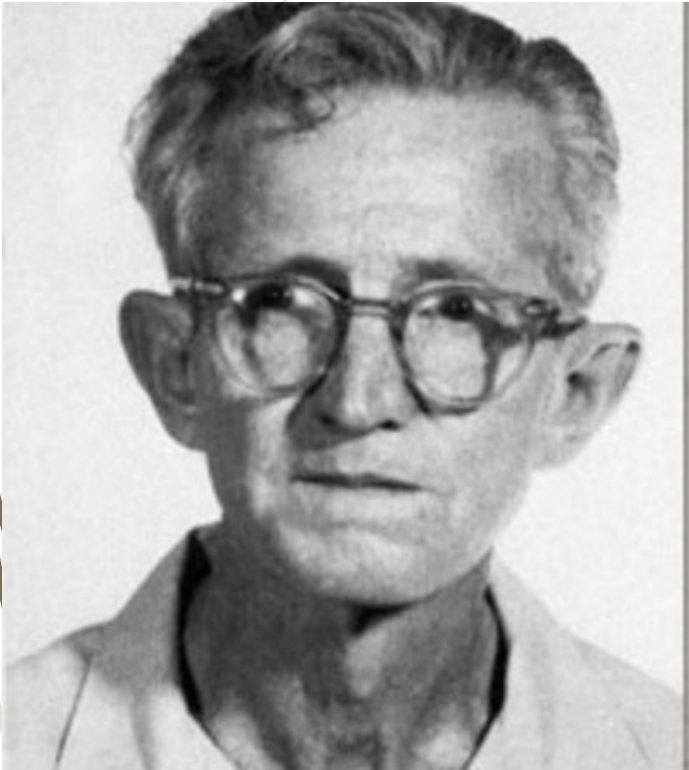


Ottawa County Office of the Public Defender

Annual report/Overview
by

Nichole Jongsma Derks

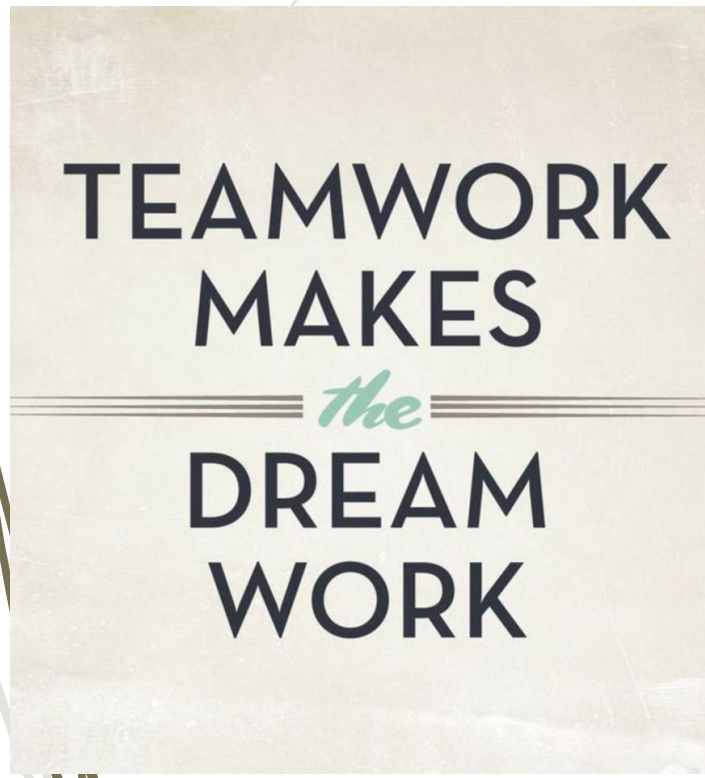
Mission Statement



The mission of the Ottawa County Office of the Public Defender is to provide exceptional legal representation to indigent adults who are charged with crimes in Ottawa County, thereby fulfilling the promise made in the 6th Amendment to the U.S. Constitution and guaranteed by the United States Supreme Court in *Gideon v. Wainwright*, 372 U.S. 335 (1963).



VALUES



**TEAMWORK
MAKES**
the
**DREAM
WORK**

- ▶ We serve a small and often overlooked segment of the population.
- ▶ We are fortunate to refer our clients to many well run benevolent ministries for housing, food, and other needs in our local area with assistance of social workers within our holistic defense model.
- ▶ Provide leadership for our region and industry.



FUNDING – 0% local increase

Primarily grant funded by the State of Michigan with a local share prescribed by law

FY 23 and FY 24 = \$950,779.61 Local Share

- Excellent services of an entire law firm at a stable amount for County budget
- We report quarterly on our compliance with the promulgated standards



MIDC Standards



EDUCATION AND
TRAINING OF
COUNSEL



INITIAL INTERVIEW OF
CLIENT



INVESTIGATION AND
EXPERTS



COUNSEL AT FIRST
APPEARANCE



INDEPENDENCE
FROM THE JUDICIARY



ATTORNEY
COMPENSATION



ATTORNEY
WORKLOADS *NEW*



QUALIFICATIONS
AND REVIEW *NEW*



Community impact

- ▶ Protecting defendants' rights protects us all – healthier, safer society – and a check on government power overreach
- ▶ Quality control is the goal; not winning trials at all cost
- ▶ Assisting with root causes reduces recidivism
- ▶ Seeking to provide a holistic defense
- ▶ Advocacy in specialty courts – sobriety treatment court, recovery court, and veterans courts – helping the ill to get well
- ▶ Stabilizing families by seeking community based sentences when appropriate

BY THE NUMBERS



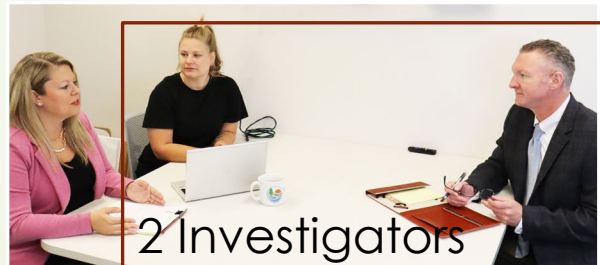
3881 Cases
Opened in 2023



18 Attorneys
1 Office Coordinator
4 Legal Assistants
1 Legal Clerk




2 Offices
Holland and
Grand Haven



2 Investigators
2 Social Workers



95% of budget spent in FY 23



Improvements in service and stable cost of delivery

- ▶ Examples:

- ▶ We see our clients in 1-3 days maximum. In the old system, the first client visit was often 7 days out.
- ▶ Standard 8 sets the cost for delivery of services across the state. We know we are paying the market rate for indigent defense.
- ▶ Robust appellate advocacy.



Strengths and Areas for GROWTH

Strengths:

- ▶ Culture of Teamwork
- ▶ Opportunities for Growth and Learning
- ▶ Attracting elite talent

Opportunities:

- ▶ Growing team requires more space
- ▶ Use of interns – legal and social workers
- ▶ Juvenile Justice Task Force recommendations



Questions?



Action Request



Committee: Board of Commissioners

Meeting Date: 12/12/2023

Requesting Department: Administration

Submitted By: John Gibbs

Agenda Item: Agricultural Preservation Board

Suggested Motion:

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

*Nathan Pyle

James Tanis

James Wysocki

and to select Nathan Pyle to fill one (1) Agricultural Seat vacancy beginning January 1, 2024 and ending December 31, 2026.

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

Financial Information:

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


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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration: Recommended Not Recommended Without Recommendation

County Administrator: 

Committee/Governing/Advisory Board Approval Date: Talent and Recruitment 12/5/23

Nathan Pyle

Committee: Ottawa County Agricultural Preservation Board

Seat: Agricultural (BC)

Education

School:

N/a

Degree:

N/a

School 2:

N/a

Degree 2:

N/a

Employment

Current Employer:

Pyle Dairy Farm, Inc.

Position:

Co-owner

Responsibilities:

Manage farm operations

Previous Employer:

N/a

Position:

N/a

Responsibilities:

N/a

Eligibility & Other Considerations

Residency Length:

38 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Ottawa County Ag Preservation Ottawa County Planning Commission Michigan Milk Producers Association
local board Church Deacon and Elder

Attendance Policy:

true

Why do you want to be considered for this appointment?

I want to continue helping the Ag Preservation Board protect farmland in the county and raise awareness of the good things happening on local farms.

James Allen Tanis

Committee: Ottawa County Agricultural Preservation Board

Seat: Agricultural (BC)

Education

School:

University of Olivet

Degree:

Bachelors Degree Financial Management

School 2:

Jenison High School

Degree 2:

N/A

Employment

Current Employer:

Michigan Army National Guard

Position:

HH60M Aeromedical Blackhawk Pilot

Responsibilities:

Aeromedical evacuation pilot. In charge of mission planning and ensuring the safety of the entire crew. Pilot in a medevac company.

Previous Employer:

Lees Trenching

Position:

Equipment operator/laborer

Responsibilities:

Still working here as well as serving in the Michigan Army National Guard. Tap water mains, properly lay water main/sewer, test and chlorinate pipes properly. Operate equipment or a dump truck safely.

Eligibility & Other Considerations

Residency Length:

20 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Never served on Government boards other than military boards. I am a current small farmer in Ottawa County.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I am a small farmer in Ottawa County. Generations before me have mis managed the farm and lost acres through the years. I am intrigued and passionate about the preservation of farmland.

Ryan James Wysocki

Committee: Ottawa County Agricultural Preservation Board

Seat: Agricultural (BC)

Education

School:

Coopersville

Degree:

High School Graduate

School 2:

MSU

Degree 2:

Associate

Employment

Current Employer:

Endeavor Ag and Energy

Position:

Crop Advisor

Responsibilities:

I work with blueberry growers on nutrition, insect, weed and disease control.

Previous Employer:

CHS

Position:

Crop Advisor

Responsibilities:

I worked with blueberry growers on nutrition, insect, weed and disease control.

Eligibility & Other Considerations

Residency Length:

37 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I have no past experience serving on government boards. I currently serve as the Blueberry Commodity liaison to IR-4.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I want to be give back to my community and an industry that has given so much to me. I am willing to serve in other areas if there is another position you think would need my help.

Action Request



Committee: Board of Commissioners

Meeting Date: 12/12/2023

Requesting Department: Administration

Submitted By: John Gibbs

Agenda Item: Community Corrections Advisory Board

Suggested Motion:

To place into nomination the names of (*indicate recommendation from the Interview Subcommittee): Eligible Applicants:
*Heath White
Ineligible Applicants
Philip Alderink
Michelle Anguiano
and to select Heath White to fill one (1) MDOC Seat vacancy beginning January 1, 2024 and ending December 31, 2025.

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

Financial Information:

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

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration:  Recommended Not Recommended Without Recommendation

Committee/Governing/Advisory Board Approval Date: Talent and Recruitment 12/5/23

Heath White

Committee: Ottawa County Community Corrections Advisory Board

Seat: MDOC

Education

School:

Central Michigan University

Degree:

BS Sociology/Criminal Justice

School 2:

East Kentwood High School

Degree 2:

HS Diploma

Employment

Current Employer:

Michigan Department of Corrections

Position:

Supervisor

Responsibilities:

Supervise the day to day activities of the Holland Probation and Parole office. Staff cases, review Court Reports, motivate staff and ensure public safety and offender success are maintained.

Previous Employer:

Office of Inspector General

Position:

Agent

Responsibilities:

Investigated welfare fraud in Wayne County for the DHHS.

Eligibility & Other Considerations

Residency Length:

19 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I have been on the Ottawa County CCAB for the past 13 years.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I love living and working in Ottawa County and want to make sure we have the appropriate programming available to assist our offenders to become successful.

Michelle Anguiano

Committee: Ottawa County Community Corrections Advisory Board
Seat: MDOC

Education

School:

Grand Valley State University

Degree:

Master of Social Work

School 2:

Grand Valley State University

Degree 2:

Bachelor of Arts: Sociology

Employment

Current Employer:

Lakeshore Regional Entity

Position:

Customer Services Manager/Priority Populations Care Manager

Responsibilities:

The priority population care manager partners with the Michigan Department of Corrections to ensure timely assessment of, authorization for, and coordination with eligible individuals returning to the community. The Customer Services Manager works with the Customer Services Team to create consistent and quality customer service for all those who receive services in Region #3. The customer services manager handles all aspects of appeals and appeal committee reviews.

Previous Employer:

Ottawa County Juvenile Detention Center

Position:

Treatment Supervisor

Responsibilities:

This position oversees the treatment programs that were handled within the juvenile detention center. Substance abuse treatment, girls residential treatment programming, and various other programs created for the needs of the populations served. The supervisor manages therapists and case managers, as well as, interns from the local college.

Eligibility & Other Considerations

Residency Length:

48 Years

Family members employed at Ottawa County or other govt:

false

N/A

Experience:

I have served on boards and committees within the community. I run several committees currently in my position as customer services manager. Our consumer advisory panel is one of the communities that is run by the customer services staff. It is important to recognize working as a team when you oversee five CMHSP within the State, when working on projects/policies we institute many separate workgroups to ensure we have a voice from all. I also run the statewide customer services workgroup and am a member of the statewide recipient rights steering committee.

Attendance Policy:

true

N/A

Why do you want to be considered for this appointment?

This board is directly related to my position as the priority populations care manager within Region #3. This appointment will help me gain insight and I have direct knowledge of the MDOC process and expectations that would benefit this board.

Philip Mark Alderink

Committee: Ottawa County Community Corrections Advisory Board
Seat: MDOC

Education

School:

Grand Valley State College

Degree:

BS Criminal Justice

School 2:

University of Colorado

Degree 2:

National Institute of Corrections - Seminars

Employment

Current Employer:

Retired

Position:

Retired

Responsibilities:

N/A

Previous Employer:

Ottawa County

Position:

Undersheriff

Responsibilities:

Wrote Policies and Procedures; Responsible for Hiring & Firing all employees of Sheriff's Department

Eligibility & Other Considerations

Residency Length:

82 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Served on Downtown Development Authority in Allendale for 12 years. Governing Board of Grand Haven Hospital for 3 years. Developed and Served on Board to bring "9-1-1" service to Ottawa County.

Attendance Policy:

true

Why do you want to be considered for this appointment?

The Jail Administrator position was the most rewarding job and I feel I can bring an added expertise to the board.

Action Request



Committee: Board of Commissioners

Meeting Date: 12/12/2023

Requesting Department: Administration

Submitted By: John Gibbs

Agenda Item: Community Corrections Advisory Board

Suggested Motion:

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

*Matt Messer

Ineligible Applicants

Philip Alderink

and to select Matt Messer to fill one (1) Chief of Police Seat vacancy beginning January 1, 2024 and ending December 31, 2025.

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

Financial Information:

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

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration: County Administrator:  Recommended Not Recommended Without Recommendation

Committee/Governing/Advisory Board Approval Date: Talent and Recruitment 12/5/23

Matt Messer

Committee: Ottawa County Community Corrections Advisory Board

Seat: Chief of Police

Education

School:

Grand Valley State University

Degree:

Masters in Public Management

School 2:

Ferris State University

Degree 2:

Bachelors in Criminal Justice

Employment

Current Employer:

City of Holland

Position:

Chief of Police and Fire Operations

Responsibilities:

Oversee all police and fire responsibilities for the city of Holland.

Previous Employer:

None

Position:

None

Responsibilities:

None

Eligibility & Other Considerations

Residency Length:

30 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I serve on several local and county boards.

Attendance Policy:

true

Captain of Services assigned to attend to represent our department.

Why do you want to be considered for this appointment?

To continue to be on the board so communication and information sharing can continue to occur.

Philip Mark Alderink

Committee: Ottawa County Community Corrections Advisory Board

Seat: Chief of Police

Education

School:

Grand Valley State College

Degree:

BS Criminal Justice

School 2:

University of Colorado

Degree 2:

National Institute of Corrections - Seminars

Employment

Current Employer:

Retired

Position:

Retired

Responsibilities:

N/A

Previous Employer:

Ottawa County

Position:

Undersheriff

Responsibilities:

Wrote Policies and Procedures; Responsible for Hiring & Firing all employees of Sheriff's Department

Eligibility & Other Considerations

Residency Length:

82 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Served on Downtown Development Authority in Allendale for 12 years. Governing Board of Grand Haven Hospital for 3 years. Developed and Served on Board to bring "9-1-1" service to Ottawa County.

Attendance Policy:

true

Why do you want to be considered for this appointment?

The Jail Administrator position was the most rewarding job and I feel I can bring an added expertise to the board.

Action Request



Committee: Board of Commissioners

Meeting Date: 12/12/2023

Requesting Department: Administration

Submitted By: John Gibbs

Agenda Item: Ottawa County Comprehensive Economic Development Strategy Committee (CEDs)

Suggested Motion:

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

*Benjamin Genser

Ryan Anderson

David Cawthorn

and to select one (1) to fill one (1) Private Sector Seat vacancy beginning January 1, 2024 and ending December 31, 2024.

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

Financial Information:

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

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration: County Administrator:  Recommended Not Recommended Without Recommendation

Committee/Governing/Advisory Board Approval Date: Talent and Recruitment 12/5/23

Benjamin M Genser

Committee: Ottawa County Comprehensive Economic
Development Strategy Committee (CEDS)

Seat: Private Sector (BC)

Education

School:

University of Michigan

Degree:

Master of Business Administration (MBA)

School 2:

University of Michigan

Degree 2:

Bachelor of Science (BS)

Employment

Current Employer:

JPMorgan Chase Bank

Position:

Vice President - Investments

Responsibilities:

-Practice Management Asset and wealth management for both high net worth families and corporate clientele across West Michigan -Financial planning Analyze market financial data and provide appropriate data-based advice Holistic goals-based planning Tax and estate planning -Portfolio Management Quantitative Analysis Portfolio optimization Asset allocation Risk assessment Strategic Fund management Market research and analysis

Previous Employer:

Capital Financial Management

Position:

Management Consultant

Responsibilities:

-Organizational Effectiveness Strategic planning Process & systems improvement Project management Risk mitigation -Corporate Finance Financial modeling and data analysis Audit and assurance Financial valuation and appraisal -HR Management Defined benefit and defined contribution plan administration Talant recruitment and retention Learning and development programming HR Compliance Payroll processing

Eligibility & Other Considerations

Residency Length:

6 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Although I have yet to have an opportunity to serve on a government board, I regularly attend various city and county board/commission meetings, volunteer for local charitable organizations including Grand Haven Area Public Schools, attend Chamber of Commerce events/meetings, and recently ran for Mayor of Grand Haven.

Attendance Policy:

true

Why do you want to be considered for this appointment?

With a BS and MBA from the University of Michigan combined with 17 years of leadership experience in financial services, management consulting, and wealth advisory, I believe that now is the right time to use my distinct skillset to help our community. Leadership, communication, critical thinking, and negotiation are skills I bring to the table and are skills that I feel would complement the experience of my fellow board/committee members.

David Andrew Cawthon

Committee: Ottawa County Comprehensive Economic
Development Strategy Committee (CEDS)

Seat: Private Sector (BC)

Education

School:

UC Santa Barbara

Degree:

BA Zoology

School 2:

U of Illinois, Chicago

Degree 2:

MS, Life Sciences

Employment

Current Employer:

Position:

Retired

Responsibilities:

Previous Employer:

Voccollect, Inc.

Position:

Business Development Manager

Responsibilities:

Identification, recruitment and day to day management of companies who resell the Vocollect Voice-Directed Workflow products. Seven companies recruited in three years. Revenue growth for \$0/year to \$6 million/year.

Eligibility & Other Considerations

Residency Length:

23 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Chair, Grand Haven Musical Fountain Committee - 2012 to 2020, Vice Chair 2020 - 2023; Friends of the Musical Fountain (501 (c) (3)) entity), Secretary; Grand Haven Main Street Promotions & Marketing Committee -2009 to 2020 (member for eleven years, Secretary for four years, Chair for four years); Past Chair, Grand Haven Coast Guard Festival - 2001-2013 (board member for thirteen years, VP Operations six years, Executive VP two years, Chair two years; Kid's Parade Co-Chair thirteen years), Kids Parade Volunteer (2014 to present)

Attendance Policy:

true

Why do you want to be considered for this appointment?

Ryan David Anderson

Committee: Ottawa County Comprehensive Economic
Development Strategy Committee (CEDS)

Seat: Private Sector (BC)

Education

School:

Michigan Technological University

Degree:

Bachelor's

School 2:

N/A

Degree 2:

N/A

Employment

Current Employer:

Amber Valley Construction

Position:

Estimator, Pre-construction Coordinator

Responsibilities:

Visit client's homes and provide a detailed cost estimate of their whole home or individual room remodel project. Coordinate all aspects of a project pre construction to produce a timely, executable and accurate contract of a client's remodeling project.

Previous Employer:

Manitowoc Cranes

Position:

Hydraulics Engineer

Responsibilities:

Spec pumps and motors, develop hydraulic schematics, design valve bodies and 3-D hydraulic systems, provide field support.

Eligibility & Other Considerations

Residency Length:

2.5 Years

Family members employed at Ottawa County or other govt:

false

Experience:

None

Attendance Policy:

true

Why do you want to be considered for this appointment?

I am confident that my technical background in engineering, my life-long experience in residential remodeling and construction, my love for the field and study of economics, the life experiences that come with being the father of 6 children, and my commitment to walking faithfully and obediently before Almighty God, will enable me to carry out this board's duties in a way that benefits my fellow Ottawans.

Action Request



Committee: Board of Commissioners

Meeting Date: 12/12/2023

Requesting Department: Administration

Submitted By: John Gibbs

Agenda Item: Ottawa County Groundwater Board

Suggested Motion:

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

Eligible Applicants:

*Alexander Svoboda

and to select Alexander Svoboda to fill one (1) Ag/Conservation Technical Assistance Seat vacancy beginning January 1, 2024 and ending December 31, 2026.

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

Financial Information:

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

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration:  Recommended Not Recommended Without Recommendation

Committee/Governing/Advisory Board Approval Date: Talent and Recruitment 12/5/23

Alexander P. Svoboda

Committee: Ottawa County Groundwater Board

Seat: Ag/Conservation Technical Assistance (BC)

Education

School:

Northern Michigan University

Degree:

B.S. in Environmental Science

School 2:

MSU- Lake and Stream Leaders Institute

Degree 2:

Certificate

Employment

Current Employer:

Ottawa Conservation District

Position:

Project Manager- Regional Conservation Partnership Program

Responsibilities:

In my role as the Project Manager for the Ottawa Conservation District's (OCD) Regional Conservation Partnership Program (RCPP), I conduct in-person consultations with farmers, design and monitor the implementation of conservation practices, and assist with outreach and education through fields days, workshops, and distribution of educational materials. I also maintain a wide network of partnerships to help support the RCPP. These include NRCS, MSUE, Farm Bureau, Ottawa Co. Dept. of Strategic Impact, various townships, and neighboring conservation districts. In this capacity I have also served as an advisor to Megan Boos during her time on the Ottawa County Groundwater Board. This has included attending Ottawa County

Groundwater Board meetings, presenting the work OCD has undertaken to combat groundwater depletion in Ottawa County to the board, and answering any questions that relate to the agriculture and conservation technical assistance OCD provides.

Previous Employer:

Osceola-Lake Conservation District

Position:

MAEAP Technician (Michigan Agriculture Environmental Assistance Program)

Responsibilities:

In my role as a MAEAP Technician I worked one-on-one with farms of all sizes and commodities to ensure they were protected under Michigan's Right-to-Farm laws. This was a nonregulatory position that allowed me to conduct environmental risk assessments and create action plans that were entirely free and confidential. I also hosted educational field days and workshops on local farms and coordinated events with MSUE, Farm Bureau, and NRCS. Additionally, I designed conservation practices for landowners including well closures, livestock exclusion, livestock watering systems, and soil conservation practices.

Eligibility & Other Considerations

Residency Length:

1 Years

Family members employed at Ottawa County or other govt:

false

Experience:

While I have not served as a voting member, I have assisted multiple government boards throughout Michigan. This work has included recording minutes, providing technical reports, certifying local elections, and serving as an agriculture and technical assistance advisor. These boards include the Ottawa County Groundwater Board, Osceola-Lake Conservation District Board of Directors, Clare Conservation District Board of Directors, and Ottawa Conservation District Board of Directors. This work has given me a working knowledge of how board meetings are conducted, the rules of order, and etiquette in terms of creating committees, public comment, and managing discussions between members with widely differing opinions.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I would like to be considered for appointment to this board so I can continue to provide insight into the agriculture education and conservation technical assistance sector of Ottawa County. As the Project Manager for OCD's RCPP, I have worked extensively with the agriculture community to address issues of groundwater depletion, surface water degradation, and poor fish/wildlife habitat. This work has shown me just how effective the agriculture community can be at addressing environmental challenges in Ottawa County. I am confident that I will bring the right knowledge and approach to the Ottawa County Groundwater Board to further their mission; to ensure our residents and businesses have permanent and sustainable access to fresh water now and into the future. Likewise, OCD should continue to be represented on this board. The organization's work on local groundwater issues, the knowledge of its staff, and its wide variety of programs makes OCD a true leader in Ottawa County.

Action Request



Committee: Board of Commissioners

Meeting Date: 12/12/2023

Requesting Department: Administration

Submitted By: John Gibbs

Agenda Item: Ottawa County Groundwater Board

Suggested Motion:

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

Eligible Applicants:

*Lee Machiela

Steven Hecksel

and to select Lee Machiela to fill one (1) Well Drilling Seat vacancy beginning January 1, 2024 and ending December 31, 2026.

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

Financial Information:

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

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration:  Recommended Not Recommended Without Recommendation

Committee/Governing/Advisory Board Approval Date: Talent and Recruitment

Lee Andrew Machiela

Committee: Ottawa County Groundwater Board

Seat: Well Drilling (BC)

Education

School:

Zeeland Public

Degree:

NA

School 2:

Degree 2:

Employment

Current Employer:

DeWind Well Drilling

Position:

Driller/Owner

Responsibilities:

Drilling wells, bidding projects, supervising other crews and operations.

Previous Employer:

Position:

Responsibilities:

Eligibility & Other Considerations

Residency Length:

32 Years

Family members employed at Ottawa County or other govt:

false

Experience:

None

Attendance Policy:

true

Why do you want to be considered for this appointment?

Ottawa county is my home. I have been serving the groundwater industry for the last 13 years. I want to be able to help Ottawa county make decisions best for its residents when it pertains to ground water and doing what?s best for longevity of residents. I believe I bring a first hand knowledge of what?s really happening to the table.

Steven M Hecksel

Committee: Ottawa County Groundwater Board

Seat: Well Drilling (BC)

Education

School:

Michigan State University

Degree:

Bachelor

School 2:

Coopersville High School

Degree 2:

Diploma

Employment

Current Employer:

Hecksel Bros Well Drilling

Position:

Owner

Responsibilities:

Owner/Operator. All duties associated with the operation and management of a water well drilling company in Michigan.

Previous Employer:

Davidson Plyforms

Position:

Production Manager

Responsibilities:

Managed materials, labor and schedules for office furniture production,

Eligibility & Other Considerations

Residency Length:

46 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Member of the inaugural Ground Water Board in Ottawa County. Previously served served on Ground Water Task Force for Ottawa County. I have been serving on the board of directors for our church congregation for 15 years. I am currently the vice-chairperson of our congregation. I have also served as the vice-chairperson of District 9 of the Michigan Ground Water Association.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I am passionate about sustainable use and protection of the ground water in Ottawa County and all of Michigan. I have been heavily involved in the Ottawa County ground water discussion for the last 12 years. I was big opponent and critical voice of the initial studies initially put forth by Michigan State University. In an effort to bring sound science to the discussion, I and my fellow local well drillers introduced John Yellich and the Michigan Geological Survey to the county.

Action Request



Committee: Board of Commissioners

Meeting Date: 12/12/2023

Requesting Department: Administration

Submitted By: John Gibbs

Agenda Item: Ottawa County Groundwater Board

Suggested Motion:

Suggested Motion:

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

Eligible Applicants:

*Carrie Rivette

Mark Baker

Elaine Isely

and to Carrie Rivette to fill one (1) Environmental/Conservation Technical Assistance Seat vacancy beginning January 1, 2024 and ending December 31, 2026.

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

Financial Information:

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

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration:  Recommended Not Recommended Without Recommendation

Committee/Governing/Advisory Board Approval Date: Talent and Recruitment 12/5/23

Carrie Rivette

Committee: Ottawa County Groundwater Board

Seat: Environmental/Conservation Education (BC)

Education

School:

Michigan Technological University

Degree:

B.S. Environmental Engineering

School 2:

N/A

Degree 2:

N/A

Employment

Current Employer:

SEH of Michigan, LLC

Position:

Senior Environmental Engineer

Responsibilities:

Project manager for soil and groundwater investigations, brownfield sites, stormwater and wastewater, green infrastructure, and environmental site assessments.

Previous Employer:

City of Grand Rapids

Position:

Stormwater Manager

Responsibilities:

Responsible for the City's compliance with their State permit to discharge stormwater to Waters of the State. Primary components of this are: Public Education, Public Engagement, Post-Construction Controls, Soil Erosion, Illicit Discharge Elimination and Good Housekeeping at City facilities. This included oversight of the City's Green Infrastructure.

Eligibility & Other Considerations

Residency Length:

30 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Lower Grand River Organization of Watersheds - Executive Committee 2014 - 2023 West Michigan Soil Erosion Control Network - Executive Committee 2012-2020 Harbor Humane Society Board of Directors - Executive Committee 1998 - 2003 (President 2002 - 2003) Holland Area Chamber of Commerce - Education Committee Co-Chair 1996-1998 In addition, during my time with Grand Rapids, I was staff liaison for the City of Grand Rapids Stormwater Oversight Committee. I was also a staff representative on the City of Grand Rapids Sustainable Streets Committee and Vital Street Oversight Commission. Serving on both sides of civic organizations gives me added insight on how civic committees operate and what possibilities there are for solutions.

Attendance Policy:

true

Why do you want to be considered for this appointment?

After working for the City of Grand Rapids for 12 years, I have a greater understanding of the importance of serving your community. Through programs through the County and the MACC, I have been following the groundwater issues in the County since the early stages of learning certain aquifers' production and water quality were going decreasing. My knowledge of the way soil moves through groundwater has been the foundation of my professional world. I want to use all of my previous experience in groundwater and in public education and give back to my home community.

Elaine Sterrett Isely

Committee: Ottawa County Groundwater Board

Seat: Environmental/Conservation Education (BC)

Education

School:

Grand Valley State University

Degree:

M.S. biology/water policy

School 2:

Wayne State University Law School

Degree 2:

J.D.

Employment

Current Employer:

West Michigan Environmental Action Council

Position:

Deputy Director

Responsibilities:

I am responsible for advocating and implementing better water resource policy at the state, local, federal, and Great Lakes basin levels. Ottawa County is one of our primary service areas.

Previous Employer:

Grand Valley State University

Position:

Multiple

Responsibilities:

I am currently teaching an undergraduate/graduate natural resource policy course for the the College of Liberal Arts and Sciences. I also worked as a Research Associate at the R.B. Annis Water Resources Institute for 6 years where I worked on a number of projects that focused on using science to advise water policy decision-making and planning.

Eligibility & Other Considerations

Residency Length:

0 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Michigan State Waterways Commission, first appointed by Governor Whitmer in 2019; City of Grand Rapids Stormwater Oversight Commission for 7 years, serving as Chair for 6 of those years, first appointed by former Mayor Heartwell and subsequently by Mayor Bliss; Grand River Corridor Plan Steering Committee, appointed by former Mayor Heartwell. I have served on several nonprofit board of directors, serving in various executive committee roles, including the Dispute Resolution Center of West Michigan, C-SNIP (Community Spay/Neuter Initiative Partnership), and Michigan River Alliance. I have also served on a number of advisory boards, including the Grand River Equity Stakeholder Advisory Board, the Wolverine Community Advisory Group (current), GVSU Natural Resources Management Program Advisory Committee, Lower Grand River Organization of Watersheds Advisory Board, and the Plainfield Township Wellhead Protection Committee, to name a few.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I believe I have a lot to contribute to the Groundwater Advisory Board. I am aware of the growing problem of salinity in the local aquifer and have expertise and experience that can provide insight and assistance in solutions going forward.

Mark Baker

Committee: Ottawa County Groundwater Board

Seat: Environmental/Conservation Education (BC)

Education

School:

University of Tennessee

Degree:

B.S. Wildlife and Fisheries Science

School 2:

N/A

Degree 2:

N/A

Employment

Current Employer:

ALS Environmental

Position:

Aquatic Toxicology Lab Director

Responsibilities:

Responsibilities include the role of technical director of a \$900k per year aquatic toxicology laboratory supporting dozens of NPDES clients throughout the U.S. and managing a seven-person team of scientists and technicians in a fast-paced laboratory setting.

Previous Employer:

Environmental Resource Management

Position:

Project Scientist

Responsibilities:

Experience includes directing aquatic toxicology assessments in both freshwater and marine environments, conducting toxicity identification evaluations for municipal and industrial wastewater facilities, and assessing a variety of impacts on aquatic ecosystems in association with environmental impact assessments for both public and private sectors. Environmental sampling experience with biota, surface water, groundwater, and sediment.

Eligibility & Other Considerations

Residency Length:

23 Years

Family members employed at Ottawa County or other govt:

false

Experience:

None

Attendance Policy:

true

Why do you want to be considered for this appointment?

I have an interest in using my years of experience in the environmental field, with a focus on water resources, to benefit Ottawa County and ensure that the water in Ottawa County is clean now and into the future.

Action Request



Committee: Board of Commissioners

Meeting Date: 12/12/2023

Requesting Department: Administration

Submitted By: John Gibbs

Agenda Item: Ottawa County Groundwater Board

Suggested Motion:

Suggested Motion:

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

*Adam Elenbaas

and to select Adam Elenbaas to fill one (1) Local Unit of Government 3 Year Term Seat vacancy beginning January 1, 2024 and ending December 31, 2026.

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

Financial Information:

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

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration:  Recommended Not Recommended Without Recommendation

Committee/Governing/Advisory Board Approval Date: Talent and Recruitment 12/5/23

Adam Elenbaas

Committee: Ottawa County Groundwater Board

Seat: Local Unit of Government (BC)

Education

School:

Western Michigan University

Degree:

Bachelors: Mechanical Engineering

School 2:

N/A

Degree 2:

N/A

Employment

Current Employer:

Allendale Charter Township

Position:

Supervisor

Responsibilities:

Elected official - Statutory. Additionally, oversee the day to day operations and long term planning of the Township

Previous Employer:

Motus Integrated Technologies

Position:

Engineer

Responsibilities:

Responsible for the equipment, operations and project management of international automotive programs

Eligibility & Other Considerations

Residency Length:

18 Years

Family members employed at Ottawa County or other govt:

false

N/A

Experience:

I currently serve on the groundwater board in my role as Allendale Township Supervisor. Allendale is one of the township's most impacted municipalities and I have been one of the most involved elected officials in the County with the groundwater issue.

Attendance Policy:

true

Why do you want to be considered for this appointment?

Allendale is one of the most impacted municipalities in Ottawa County and my residents are among those that have the most to lose due to these issues. I have been an integral part of obtaining funding, providing sites for test wells, providing input, and participating in meetings for seven years

Action Request



Committee: Board of Commissioners

Meeting Date: 12/12/2023

Requesting Department: Administration

Submitted By: John Gibbs

Agenda Item: Ottawa County Groundwater Board

Suggested Motion:

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

Eligible Applicants:

*Frank Johnson

and to Frank Johnson to fill one (1) Local Unit of Government 1 Year Term Seat vacancy beginning January 1, 2024 and ending December 31, 2024.

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

Financial Information:

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

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration:  Recommended Not Recommended Without Recommendation

Committee/Governing/Advisory Board Approval Date:

Frank Johnson

Committee: Ottawa County Groundwater Board

Seat: Local Unit of Government (BC)

Education

School:

N/A

Degree:

N/A

School 2:

N/A

Degree 2:

N/A

Employment

Current Employer:

Robinson Twp

Position:

Responsibilities:

Township supervisor

Previous Employer:

Michigreen Nursery

Position:

Owner

Responsibilities:

All

Eligibility & Other Considerations

Residency Length:

66 Years

Family members employed at Ottawa County or other govt:

false

Experience:

NORA/ Member, Robinson Twp Board Supervisor

Attendance Policy:

true

Why do you want to be considered for this appointment?

Robinson Twp needs representation on this board that is so vital its citizens welfare.

Action Request



Committee: Board of Commissioners

Meeting Date: 12/12/2023

Requesting Department: Administration

Submitted By: John Gibbs

Agenda Item: Ottawa County Groundwater Board

Suggested Motion:

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

*Mark Baker

Elaine Isely

Carrie Rivette

and to select Mark Baker to fill one (1) Scientific Community Seat vacancy beginning January 1, 2024 and ending December 31, 2026.

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

Financial Information:

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

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration:  Recommended Not Recommended Without Recommendation

Committee/Governing/Advisory Board Approval Date: Talent and Recruitment 12/5/23

Mark Baker

Committee: Ottawa County Groundwater Board

Seat: Scientific Community (BC)

Education

School:

University of Tennessee

Degree:

B.S. Wildlife and Fisheries Science

School 2:

N/A

Degree 2:

N/A

Employment

Current Employer:

ALS Environmental

Position:

Aquatic Toxicology Lab Director

Responsibilities:

Responsibilities include the role of technical director of a \$900k per year aquatic toxicology laboratory supporting dozens of NPDES clients throughout the U.S. and managing a seven-person team of scientists and technicians in a fast-paced laboratory setting.

Previous Employer:

Environmental Resource Management

Position:

Project Scientist

Responsibilities:

Experience includes directing aquatic toxicology assessments in both freshwater and marine environments, conducting toxicity identification evaluations for municipal and industrial wastewater facilities, and assessing a variety of impacts on aquatic ecosystems in association with environmental impact assessments for both public and private sectors. Environmental sampling experience with biota, surface water, groundwater, and sediment.

Eligibility & Other Considerations

Residency Length:

23 Years

Family members employed at Ottawa County or other govt:

false

Experience:

None

Attendance Policy:

true

Why do you want to be considered for this appointment?

I have an interest in using my years of experience in the environmental field, with a focus on water resources, to benefit Ottawa County and ensure that the water in Ottawa County is clean now and into the future.

Elaine Sterrett Isely

Committee: Ottawa County Groundwater Board

Seat: Scientific Community (BC)

Education

School:

Grand Valley State University

Degree:

M.S. biology/water policy

School 2:

Wayne State University Law School

Degree 2:

J.D.

Employment

Current Employer:

West Michigan Environmental Action Council

Position:

Deputy Director

Responsibilities:

I am responsible for advocating and implementing better water resource policy at the state, local, federal, and Great Lakes basin levels. Ottawa County is one of our primary service areas.

Previous Employer:

Grand Valley State University

Position:

Multiple

Responsibilities:

I am currently teaching an undergraduate/graduate natural resource policy course for the the College of Liberal Arts and Sciences. I also worked as a Research Associate at the R.B. Annis Water Resources Institute for 6 years where I worked on a number of projects that focused on using science to advise water policy decision-making and planning.

Eligibility & Other Considerations

Residency Length:

0 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Michigan State Waterways Commission, first appointed by Governor Whitmer in 2019; City of Grand Rapids Stormwater Oversight Commission for 7 years, serving as Chair for 6 of those years, first appointed by former Mayor Heartwell and subsequently by Mayor Bliss; Grand River Corridor Plan Steering Committee, appointed by former Mayor Heartwell. I have served on several nonprofit board of directors, serving in various executive committee roles, including the Dispute Resolution Center of West Michigan, C-SNIP (Community Spay/Neuter Initiative Partnership), and Michigan River Alliance. I have also served on a number of advisory boards, including the Grand River Equity Stakeholder Advisory Board, the Wolverine Community Advisory Group (current), GVSU Natural Resources Management Program Advisory Committee, Lower Grand River Organization of Watersheds Advisory Board, and the Plainfield Township Wellhead Protection Committee, to name a few.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I believe I have a lot to contribute to the Groundwater Advisory Board. I am aware of the growing problem of salinity in the local aquifer and have expertise and experience that can provide insight and assistance in solutions going forward.

Carrie Rivette

Committee: Ottawa County Groundwater Board

Seat: Scientific Community (BC)

Education

School:

Michigan Technological University

Degree:

B.S. Environmental Engineering

School 2:

N/A

Degree 2:

N/A

Employment

Current Employer:

SEH of Michigan, LLC

Position:

Senior Environmental Engineer

Responsibilities:

Project manager for soil and groundwater investigations, brownfield sites, stormwater and wastewater, green infrastructure, and environmental site assessments.

Previous Employer:

City of Grand Rapids

Position:

Stormwater Manager

Responsibilities:

Responsible for the City's compliance with their State permit to discharge stormwater to Waters of the State. Primary components of this are: Public Education, Public Engagement, Post-Construction Controls, Soil Erosion, Illicit Discharge Elimination and Good Housekeeping at City facilities. This included oversight of the City's Green Infrastructure.

Eligibility & Other Considerations

Residency Length:

30 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Lower Grand River Organization of Watersheds - Executive Committee 2014 - 2023 West Michigan Soil Erosion Control Network - Executive Committee 2012-2020 Harbor Humane Society Board of Directors - Executive Committee 1998 - 2003 (President 2002 - 2003) Holland Area Chamber of Commerce - Education Committee Co-Chair 1996-1998 In addition, during my time with Grand Rapids, I was staff liaison for the City of Grand Rapids Stormwater Oversight Committee. I was also a staff representative on the City of Grand Rapids Sustainable Streets Committee and Vital Street Oversight Commission. Serving on both sides of civic organizations gives me added insight on how civic committees operate and what possibilities there are for solutions.

Attendance Policy:

true

Why do you want to be considered for this appointment?

After working for the City of Grand Rapids for 12 years, I have a greater understanding of the importance of serving your community. Through programs through the County and the MACC, I have been following the groundwater issues in the County since the early stages of learning certain aquifers' production and water quality were going decreasing. My knowledge of the way soil moves through groundwater has been the foundation of my professional world. I want to use all of my previous experience in groundwater and in public education and give back to my home community.

Action Request



Committee: Board of Commissioners

Meeting Date: 12/12/2023

Requesting Department: Administration

Submitted By: John Gibbs

Agenda Item: Ottawa County Land Bank Authority

Suggested Motion:

To place into nomination and forward to the Board of Commissioners the names of (*indicates recommendation from the Interview Subcommittee):

Eligible Applicants:

*Terry DeHaan

Michael Bosch

Vince Bush

Ineligible Applicants:

Mark Brouwer

and to select Terry DeHaan to fill one (1) Township Representative Seat vacancy beginning January 1, 2024 and ending December 31, 2029.

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

Financial Information:

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

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration:  Recommended Not Recommended Without Recommendation

Committee/Governing/Advisory Board Approval Date: Talent and Recruitment Committee 12/5/23

Terry Jay DeHaan

Committee: Ottawa County Land Bank Authority

Seat: Township Representative

Education

School:

Western Michigan University

Degree:

Business Administration

School 2:

Insurance and Project Management Diplomas

Degree 2:

CPCU, CLU, ChFC, PMP

Employment

Current Employer:

Retired

Position:

Responsibilities:

Previous Employer:

State Farm Insurance

Position:

Supervisor and Middle Management, Project Management

Responsibilities:

38 Career in first and second line management in Insurance Operations, Finance, Investments, Technology, and Banking. Performed project management responsibilities for installation of banking software. United

States Army Reserves 24 years serving in both staff and command positions at the company, battalion, and brigade level units. Retire at the rank of Lieutenant Colonel.

Eligibility & Other Considerations

Residency Length:

8.4 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Park Township, Ottawa County, MI. Currently serving in my sixth year on the Planning Commission. Elected as a Trustee and beginning my fourth year. Old Town Township, McLean County, IL. Served for six years as the elected Trustee and three years as the elected Township Supervisor. Completed the assessor educational requirements and have served for 10 years as the Township's Assessor.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I believe I can make significant contributions to the Land Bank Authority Committee from my experience of serving six plus years on Park Township Planning Commission and my three years as a Board Trustee. My extensive experience provides a forward thinking common sense approach to problem solving. I strive to consider issues both locally and regionally and its impact to both the physical and people. Solving impaired Ottawa County properties through the Land Bank provides a tremendous benefit to the county and to be a part of that would be a joy. I would consider it a privilege to work with the team to address and resolve these challenges.

Michael H Bosch

Committee: Ottawa County Land Bank Authority

Seat: Township Representative

Education

School:

Grand Valley State University

Degree:

Bachelor of Science

School 2:

Jenison Public Schools

Degree 2:

N/A

Employment

Current Employer:

Georgetown Charter Township

Position:

Treasurer

Responsibilities:

Listening to and representing the residents of Georgetown Township. Being a good steward of taxpayer dollars. Standard treasurer duties as well as continually identifying opportunities for improvement in efficiency and accountability.

Previous Employer:

Self Employed- Photographer/Graphic Designer

Position:

Owner

Responsibilities:

Commercial and portrait photography. Websites, marketing materials and corporate identities.

Eligibility & Other Considerations

Residency Length:

50 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I was elected Georgetown Township trustee in 2016. From 2016-2020 I served on the board, services committee, zoning board of appeals, construction board of appeals and WCET-tv advisory board. I was elected in 2020 as treasurer and currently serve on the board, finance committee and zoning board of appeals.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I believe my seven years serving the community of Georgetown has given me experience and knowledge that would be a benefit to the residents Ottawa County. If appointed to the land bank authority I would bring the same commitment to serve and be a good steward at a county level.

Mark Alan Brouwer

Committee: Ottawa County Land Bank Authority

Seat: Township Representative

Education

School:

Central Michigan University

Degree:

Bachelor's of Science in Accounting

School 2:

Ivy Tech Community College

Degree 2:

Associate of Arts in Accounting

Employment

Current Employer:

LHH

Position:

Recruiting Consultant

Responsibilities:

- Support the enterprise group with the delivery of Managed recruitment solutions or recruitment process outsourcing - Find candidates and foster long-term relationships - Understand client requirements - Employ recruiting methods to attract candidates - Create relationships with clients and candidates, creating a sense of trust and bond - Assume responsibility for pre-screening, interviewing, and coaching candidates - Facilitate and finalize agreements between clients and candidates - Manage multiple projects and job orders at one time - Partner with clients to get a clear view of their strategic and financial objectives and hiring needs

Previous Employer:

Grand Rapids Community College

Position:

Senior Accountant - Treasury

Responsibilities:

- Supported monthly general ledger closing activities, including preparing journal entries and reconciliations. - Reconciled balance sheets and streamlined best practices for balance sheet processes. - Reviewed documents and accounts for discrepancies and resolved variances. - Point of contact for banks and merchant services - Perform internal audits of various campus departments - Assist with investment accounts - Assist, monitor, analyze, and maintain department budgets for the college - Analyze, monitor, reconcile, and report on treasury accounts for the college

Eligibility & Other Considerations

Residency Length:

2 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I currently serve on the board of Hope Academy of West Michigan. It is a school located in downtown Grand Rapids that serves predominantly minority students.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I recently moved to the county in 2021 after living the majority of my life in Kent County. I have taken a back-seat approach to watching other individuals decide what they view is best for Ottawa County on different boards and commissions. I feel that it is time for me to start to be more proactive and take a stance for what I believe in and start to fight for individuals who will be the next families to live in this county and take over the homes, businesses, schools, and area from others. I want to be considered someone that others can look to for guidance in matters at hand and also with laws, regulations, and unbiased opinions. As a recruiter, I have to guide both the candidate and client to a decision that is for the best of both parties and sometimes that is not the same for either one. Sometimes it benefits one or the other. I will always do what I think is the best course of action and the best decision that will have the desired outcome in the long run.

Vince Bush

Committee: Ottawa County Land Bank Authority

Seat: Township Representative

Education

School:

Central Michigan University

Degree:

B.S. Finance Major

School 2:

NA

Degree 2:

NA

Employment

Current Employer:

Holland Charter Township

Position:

Treasurer

Responsibilities:

Oversite of collection of revenue sources for Holland Township tax payors. Overseeing Management of Holland Township and it's for 42,000 plus residents. Part of Management team that oversees all personal of Holland Township employees.

Previous Employer:

NA

Position:

NA

Responsibilities:

NA

Eligibility & Other Considerations

Residency Length:

24 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Holland Charter Township Treasurer, Trustee, Planning Commissioner, Zoning Board of Appeals member. Deacon at Parkside Bible Church. President of Holland Rotary Club. Member of the American Legion Holland Post.

Attendance Policy:

true

Why do you want to be considered for this appointment?

Having a voice at the table to ask the tough questions and ensure funding of any grants is accurate.

Action Request



Committee: Board of Commissioners

Meeting Date: 12/12/2023

Requesting Department: Administration

Submitted By: John Gibbs

Agenda Item: Ottawa County Officer's Compensation Commission

Suggested Motion:

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

*Mark Brouwer

*Craig Dunlap

*Angela Loreth

*Lynn Janson

Ineligible Applicants:

Valerie Forsch

and to select Mark Brouwer, Craig Dunlap, Angela Loreth, and Lynn Janson to fill four (4) Member Seat vacancies beginning January 1, 2024 and ending December 31, 2027.

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

Financial Information:

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

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration:  Recommended Not Recommended Without Recommendation

Committee/Governing/Advisory Board Approval Date: 12/5/23

Angela Loreth

Committee: Ottawa County Officers' Compensation Commission

Seat: Member (BC)

Education

School:

Davenport University

Degree:

Bachelors in Human Resource Management

School 2:

Grand Rapids Community College

Degree 2:

Associates Degree

Employment

Current Employer:

Self-employed

Position:

Owner

Responsibilities:

Established a childcare business from the ground up, planning and managing all aspects of the business including sales, business development, recruiting & hiring, and marketing. Responsible for managing employee labor, relations and well-being. Create and maintain professional company culture and employee engagement. Responsible for HR planning, forecasting, and strategic development. Manage career and succession planning and performance evaluations. Ensure labor laws and state licensing rules are in compliance. Develop and manage compensation and benefit plans. Process payroll and manage accounting records.

Previous Employer:

KPC

Position:

Human Resources

Responsibilities:

Responsible for managing the day-to-day operations of the Human Resource Department. Developed employee handbook, and enforced the policies, procedures, and programs. Process weekly and biweekly payrolls. Developed a safety committee and conducted monthly safety training sessions according to OSHA regulations. Responsible for employee relations, training and development, compensation, organizational development and strategic department planning. Created and implemented a new hire orientation program. Responsible for tracking time and attendance, and disciplinary procedures. Developed and executed recruiting plans and staffing logistics. Responsible for administering employee compensation and benefits. Created and implemented a new performance appraisal system.

Eligibility & Other Considerations

Residency Length:

24 Years

Family members employed at Ottawa County or other govt:

false

Experience:

n/a

Attendance Policy:

true

Why do you want to be considered for this appointment?

As a long time resident of Ottawa County, it would be an honor to serve on the Officers? Compensation Commission. I would love to use my experience and knowledge regarding compensation to help better Ottawa County.

CRAIG DUNLAP

Committee: Ottawa County Officers' Compensation Commission

Seat: Member (BC)

Education

School:

Lansing Community College

Degree:

Associates

School 2:

Lansing Community College

Degree 2:

Associates

Employment

Current Employer:

Retired

Position:

None

Responsibilities:

None

Previous Employer:

Dunlap and Associates Realtors

Position:

Broker

Responsibilities:

Sales

Eligibility & Other Considerations

Residency Length:

5 Years

Family members employed at Ottawa County or other govt:

false

Experience:

None

Attendance Policy:

true

Why do you want to be considered for this appointment?

I would like to contribute

Lynn Janson

Committee: Ottawa County Officers' Compensation Commission

Seat: Member (BC)

Education

School:

Michigan State University

Degree:

N/A

School 2:

N/A

Degree 2:

N/A

Employment

Current Employer:

Rush Marketing Services LLC

Position:

Owner

Responsibilities:

Identify and sell automotive high tech advertising products for auto dealers.

Previous Employer:

AutoUplink USA

Position:

Regional Manager

Responsibilities:

Developed the Michigan market for a company that assisted auto dealerships with their online advertising.

Eligibility & Other Considerations

Residency Length:

3 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Current member of the Ottawa County Republican Party Executive Committee. Served on the Grandville Cub Scouts Board.

Attendance Policy:

true

Why do you want to be considered for this appointment?

Just want to be involved and serve this community.

Mark Alan Brouwer

Committee: Ottawa County Officers' Compensation Commission

Seat: Member (BC)

Education

School:

Central Michigan University

Degree:

Bachelor's of Science in Accounting

School 2:

Ivy Tech Community College

Degree 2:

Associate of Arts in Accounting

Employment

Current Employer:

LHH

Position:

Recruiting Consultant

Responsibilities:

- Support the enterprise group with the delivery of Managed recruitment solutions or recruitment process outsourcing - Find candidates and foster long-term relationships - Understand client requirements - Employ recruiting methods to attract candidates - Create relationships with clients and candidates, creating a sense of trust and bond - Assume responsibility for pre-screening, interviewing, and coaching candidates - Facilitate and finalize agreements between clients and candidates - Manage multiple projects and job orders at one time - Partner with clients to get a clear view of their strategic and financial objectives and hiring needs

Previous Employer:

Grand Rapids Community College

Position:

Senior Accountant - Treasury

Responsibilities:

- Supported monthly general ledger closing activities, including preparing journal entries and reconciliations. - Reconciled balance sheets and streamlined best practices for balance sheet processes. - Reviewed documents and accounts for discrepancies and resolved variances. - Point of contact for banks and merchant services - Perform internal audits of various campus departments - Assist with investment accounts - Assist, monitor, analyze, and maintain department budgets for the college - Analyze, monitor, reconcile, and report on treasury accounts for the college

Eligibility & Other Considerations

Residency Length:

2 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I currently serve on the board of Hope Academy of West Michigan. It is a school located in downtown Grand Rapids that serves predominantly minority students.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I recently moved to the county in 2021 after living the majority of my life in Kent County. I have taken a back-seat approach to watching other individuals decide what they view is best for Ottawa County on different boards and commissions. I feel that it is time for me to start to be more proactive and take a stance for what I believe in and start to fight for individuals who will be the next families to live in this county and take over the homes, businesses, schools, and area from others. I want to be considered someone that others can look to for guidance in matters at hand and also with laws, regulations, and unbiased opinions. As a recruiter, I have to guide both the candidate and client to a decision that is for the best of both parties and sometimes that is not the same for either one. Sometimes it benefits one or the other. I will always do what I think is the best course of action and the best decision that will have the desired outcome in the long run.

Valerie S Forsch

Committee: Ottawa County Officers' Compensation Commission

Seat: Member (BC)

Education

School:

University of MN

Degree:

Master of Social Work

School 2:

Western MI University

Degree 2:

Bachelor of Social Work

Employment

Current Employer:

Self employed

Position:

psychotherapist

Responsibilities:

Remote/telehealth position. Provide mental health assessments to adults to determine an appropriate diagnosis using the DSM VTR; collaborate with patient to determine a treatment plan and provide therapeutic interventions such as cognitive behavioral therapy, solution focused, mindfulness, and spiritual development in a tribal health setting.

Previous Employer:

Puyallup Tribe of Indians

Position:

Psychotherapist

Responsibilities:

Provide mental health assessments to adults to determine an appropriate diagnosis using the DSM VTR; collaborate with patient to determine a treatment plan and provide therapeutic interventions such as cognitive behavioral therapy, solution focused, mindfulness, and spiritual development in a tribal health setting.

Eligibility & Other Considerations

Residency Length:

1 Years

Family members employed at Ottawa County or other govt:

false

Experience:

None.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I'm interested in making an impact in the community I currently live in. I have 30 yrs of social work experience, providing services to the most vulnerable. The majority of my career was spent working with the poor and disadvantaged. I'm familiar with how government agencies do business and the need to revamp how social services are delivered. My knowledge can be an asset to Ottawa county to bridge the gap between of uncertainty on both sides. I work cooperatively to get results.

Action Request



Committee: Board of Commissioners

Meeting Date: 12/12/2023

Requesting Department: Administration

Submitted By: John Gibbs

Agenda Item: Ottawa County Parks and Recreation Commission

Suggested Motion:

To place into nomination and the names of (*Indicates recommendation from the Interview Subcommittee); Eligible Applicants:

*Lukas Hill
*Bruce Greenlee
Mark Brouwer
Michael Segar
Joyce Kortman
Nathan Hoekstra
Lynn Janson
Samuel Guffy
Benjamin Genser
Mark Southwell
Michala Ringquist
Amy Alderink
Kate Harmon

Joyce Cawthon
Caryn Capriccioso

and to select Lukas Hill and Bruce Greenlee to fill two (2) Public Seat vacancies beginning January 1, 2024 and ending December 31, 2026.

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

Financial Information:

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

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration:  Recommended Not Recommended Without Recommendation

Committee/Governing/Advisory Board Approval Date: Talent and Recruitment 12/5/23

Bruce Lamoine Greenlee

Committee: Ottawa County Parks and Recreation Commission

Seat: Public (BC)

Education

School:

University of Oklahoma Health Science Center

Degree:

Bachelor of Science in Physical Therapy in 1985

School 2:

Fergus Falls Community College

Degree 2:

Associate in Arts in 1982

Employment

Current Employer:

Windscaapes Landscaping

Position:

Landscape maintenance worker

Responsibilities:

Maintaining beautiful yards at the lakefront and other areas with planting annual and perennial flowers, bushes, trees; pruning, weeding; spring set-up of ponds and fountains, and fall clean-ups in preparation for winter, as well as other landscape maintenance needs.

Previous Employer:

Spectrum Health Zeeland Hospital

Position:

Physical Therapist

Responsibilities:

Spectrum and Holland Hospitals, inpatient and outpatient services working with all ages and types of health and medical conditions - Retired 2021 Generation Care - home care and skilled nursing therapy - West Michigan St. Mary's Life Center/Hilltop Rehabilitation Center - Clinical PT in Colorado via neuro, ortho, surgical and intensive care medical units Other Hospitals in Oklahoma addressing PT as a clinician and assistant director

Eligibility & Other Considerations

Residency Length:

14 Years

Family members employed at Ottawa County or other govt:

false

Experience:

None

Attendance Policy:

false

Why do you want to be considered for this appointment?

Because I enjoy activities in the outdoors and have utilized Ottawa Parks amply and would like to help keep the legacy of great parks and recreation to continue under good stewardship and management for the benefit of other residents and visitors to experience enjoyable opportunities in Ottawa County.

Lukas E Hill

Committee: Ottawa County Parks and Recreation Commission

Seat: Public (BC)

Education

School:

Northern Michigan University

Degree:

Bachelor of Science - Land Use Mgt and Political Science

School 2:

N/A

Degree 2:

N/A

Employment

Current Employer:

Spring Lake Township

Position:

Community Development Director

Responsibilities:

Community Development Director of Spring Lake Township (www.springlaketwp.org) in Spring Lake, Michigan. Currently serves as staff for the Planning Commission, Zoning Board of Appeals, Recreation Committee, and Wetland Review Board. Duties include preparation and administration of grant applications and presenting formal reports for various township applications including commercial and residential site plans, planned unit developments and wetland permits. Responsible for building inspection services, zoning administration, and code enforcement. Accomplished the township goal of developing and implementing a new Recreation Plan, Master Land Use Plan and Zoning Ordinance. Coordinated with the Michigan Department of Natural Resources, the Michigan Department of Transportation, Ottawa County Road Commission and multiple local governments for new non-motorized facilities and other recreational projects.

Previous Employer:

Williams & Works

Position:

Planning Consultant

Responsibilities:

Planning Consultant for Williams & Works, Inc. (www.williams-works.com), in Grand Rapids, Michigan.

Provided professional land use planning services to various municipalities throughout West Michigan.

Services performed included crafting future land use plans and zoning ordinances, facilitating public meetings to garner valuable input and build consensus, and creating maps using geographic information systems.

[October 2000-November 2005]

Eligibility & Other Considerations

Residency Length:

17 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I currently serve on the Ottawa County Parks Commission, Ottawa County AG Preservation Board, and chairman of the Friends of the North Bank Trail. I currently serve as staff liaison to local government boards including a planning commission, zoning board of appeals, recreation committee and wetland review board.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I have served on the Park Commission for a few years now and I enjoy supporting the Ottawa County Parks system and staff.

Amy Alderink

Committee: Ottawa County Parks and Recreation Commission

Seat: Public (BC)

Education

School:

Calvin College

Degree:

Bachelors (biology and latin majors)

School 2:

NA

Degree 2:

NA

Employment

Current Employer:

The Lemonade Group LLC

Position:

Owner, licensed builder and real estate broker

Responsibilities:

Renovate homes primarily in the downtown neighborhoods of Holland, Michigan. This involves estimating, purchasing materials, hiring subcontractors, designing exterior and interior changes, contracts with clients, negotiating and closing real estate transactions representing both buyers and sellers. I also serve as the Executive Director of a nonprofit housing organization called Homecor. These responsibilities include meeting with grant applicants to determine their needs, assisting them with securing estimates for the work, bringing grant requests to my Board of Directors, raising funds from donors, preparation of annual reports, annual tax returns, and purchasing, renovating and selling homes that Homecor purchases.

Previous Employer:

Bosgraaf Homes

Position:

co-owner and licensed builder

Responsibilities:

Director of Operations - responsibilities included supervising the estimators, purchasers, designers, and construction superintendents as we built more than 100 new homes annually.

Eligibility & Other Considerations

Residency Length:

20 Years

Family members employed at Ottawa County or other govt:

false

Experience:

City of Holland Planning Commission for multiple terms, including service as the chairperson. City of Holland Neighborhood Improvement Committee for multiple terms, including service as the chairperson. Holland Board of Public Works Home Energy Retrofit Committee. Homecor Board of Directors. This is a small nonprofit housing organization that I now serve as Executive Director. Holland Area Chamber of Commerce - Leadership Holland and Leadership West Michigan Holland Symphony Orchestra Board of Directors and chair of the marketing committee

Attendance Policy:

true

Why do you want to be considered for this appointment?

I love spending time on the trails at Ottawa County Parks and want to volunteer my time to ensure those natural resources continue to grow and are preserved. My father, Ted Bosgraaf, served for years on the Parks and Recreation committee and he always enjoyed his time and shared with me the stories of what was accomplished with land acquisition and proper planning.

Benjamin M Genser

Committee: Ottawa County Parks and Recreation Commission

Seat: Public (BC)

Education

School:

University of Michigan

Degree:

Master of Business Administration (MBA)

School 2:

University of Michigan

Degree 2:

Bachelor of Science (BS)

Employment

Current Employer:

JPMorgan Chase Bank

Position:

Vice President - Investments

Responsibilities:

-Practice Management Asset and wealth management for both high net worth families and corporate clientele across West Michigan -Financial planning Analyze market financial data and provide appropriate data-based advice Holistic goals-based planning Tax and estate planning -Portfolio Management Quantitative Analysis Portfolio optimization Asset allocation Risk assessment Strategic Fund management Market research and analysis

Previous Employer:

Capital Financial Management

Position:

Management Consultant

Responsibilities:

-Organizational Effectiveness Strategic planning Process & systems improvement Project management Risk mitigation -Corporate Finance Financial modeling and data analysis Audit and assurance Financial valuation and appraisal -HR Management Defined benefit and defined contribution plan administration Talant recruitment and retention Learning and development programming HR Compliance Payroll processing

Eligibility & Other Considerations

Residency Length:

6 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Although I have yet to have an opportunity to serve on a government board, I regularly attend various city and county board/commission meetings, volunteer for local charitable organizations including Grand Haven Area Public Schools, attend Chamber of Commerce events/meetings, and recently ran for Mayor of Grand Haven.

Attendance Policy:

true

Why do you want to be considered for this appointment?

With a BS and MBA from the University of Michigan combined with 17 years of leadership experience in financial services, management consulting, and wealth advisory, I believe that now is the right time to use my distinct skillset to help our community. Leadership, communication, critical thinking, and negotiation are skills I bring to the table and are skills that I feel would complement the experience of my fellow board/committee members.

Caryn Capriccioso

Committee: Ottawa County Parks and Recreation Commission

Seat: Public (BC)

Education

School:

Regis University

Degree:

Master of Nonprofit Management

School 2:

Michigan State University

Degree 2:

BA Sociology

Employment

Current Employer:

interSector Partners, L3C

Position:

Principal

Responsibilities:

Serve of owner and principal of this nonprofit, government, and impact company consulting firm focused on strategic planning, business planning, social enterprise development, and executive search. Areas of speciality include: homelessness/housing, parks and recreation, public health, disability services.

Previous Employer:

JVA Consulting, LLC

Position:

Director of Strategy and Social Enterprise

Responsibilities:

Responsible for all new business development, department management/leadership, and client project delivery.

Eligibility & Other Considerations

Residency Length:

1.5 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I have served as a staff liaison to government boards including a parks and recreation advisory board, historic preservation advisory board, planning board, and business improvement district board, and board of zoning adjustment. I've served on several nonprofit boards of directors focused on parks and recreation, sustainable food/agriculture, co-working community, and venture philanthropy.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I want to contribute to the community in which I live. I bring expertise in the areas I've applied for, but am also in a learning mindset about the community and am open to hearing what is needed, prioritized, and desired by members of the community.

Joyce V Cawthon

Committee: Ottawa County Parks and Recreation Commission

Seat: Public (BC)

Education

School:

University of Michigan

Degree:

Masters of Social Work

School 2:

Western Michigan University

Degree 2:

Guidance and Counseling

Employment

Current Employer:

retired

Position:

Responsibilities:

Previous Employer:

Godfrey Lee Public Schools

Position:

High School Guidance Counselor

Responsibilities:

Responsible for the master class schedule, allocating of students and teachers. Provided guidance to approximately 400 students each year as to High school graduation requirements, future training and

educational opportunities. Counseled when appropriate: trauma, suicides', life stresses and interpersonal issues.

Eligibility & Other Considerations

Residency Length:

55 years Years

Family members employed at Ottawa County or other govt:

false

Experience:

I was an elder at First Presbyterian Church of Grand Haven and a Deacon at Christ Memorial Church of Holland.

Attendance Policy:

true

Why do you want to be considered for this appointment?

A definite new phase of my life began when I retired in 2012 and no longer had to drive to Grand Rapids every day. I have always been an outdoor person and love hiking, skiing, biking and the beach. My children and I worked hard in the 1980's advocating and canvassing for the bike paths in Grand Haven Township. Because of my love of the parks (we lived next to Kirk part for 25 years) I have endeavored to take my 10 grandchildren to all of Ottawa County's wonderful parks. I have been a joyful disseminator of the Park's department brochures detailing each county park and it's offerings. I want to be of more service in maintaining, overseeing and promoting our wonderful park system.

Joyce E Kortman

Committee: Ottawa County Parks and Recreation Commission

Seat: Public (BC)

Education

School:

Western Theoloical Seminary

Degree:

MRE

School 2:

Davenport

Degree 2:

business

Employment

Current Employer:

retired

Position:

retired

Responsibilities:

retired.

Previous Employer:

Ottawa County

Position:

commissioner

Responsibilities:

several

Eligibility & Other Considerations

Residency Length:

65 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Served on various county, state, and national government and non profit boards and commissions

Attendance Policy:

true

Why do you want to be considered for this appointment?

I want a strong park program for the residents of Ottawa County.

Kate Harmon

Committee: Ottawa County Parks and Recreation Commission

Seat: Public (BC)

Education

School:

University of Michigan-Flint

Degree:

Doctor of Education, Educational Leadership

School 2:

Central Michigan University

Degree 2:

Master of Arts, Sport Administration

Employment

Current Employer:

Grand Valley State University

Position:

Assistant Vice President Student Affairs

Responsibilities:

I provide oversight to the departments of Alcohol & Other Drug Services, the Campus Health Center, the department of Recreation & Wellness, and the University Counseling Center. In my role, I prioritize student health and well-being and focus on the continuous improvement of services and programs. My role requires me to provide visionary, strategic, innovative, flexible, and change-oriented leadership. I routinely use a proactive, systematic approach to advance student wellbeing. I engage in collaborations and partnerships across disciplines and divisions to address student health issues.

Previous Employer:

Grand Valley State University

Position:

Director, Recreation and Student Wellness Initiatives

Responsibilities:

I provided visionary, strategic, innovative, flexible, and change-oriented leadership for the department including refocusing and enhancing efforts to improve student wellness. I assured best practice development, implementation, and evaluation of programs, services, facilities, and staffing. I supervised 16 professional staff (3 direct reports) including full-time, adjunct, and part-time staff, 47 part-time coaches, and 115+ student employees. I managed strategic planning and assessment, department budget, and the equipment inventory. I assessed, designed, and implemented safety and risk management prevention efforts and led financial operations and determined strategies to ensure long-term stability of the department. I championed student recreation, sport, and fitness needs and interests. I also examined and addressed student health issues to improve student well-being. I led strategic planning and assessment efforts for the Division of Student Affairs.

Eligibility & Other Considerations

Residency Length:

20+ Years

Family members employed at Ottawa County or other govt:

false

Experience:

Ottawa County Parks & Recreation Commissioner 2021- present Michigan Fire Juniors Soccer Club,
Temporary Board Member 2018 Vriesland Reformed Church Building & Grounds Committee June 2013-Aug
2014 Daily Shepherd Child Care Center Board of Directors- Sept 2008-March 2011

Attendance Policy:

true

Why do you want to be considered for this appointment?

I have enjoyed my current position on the Ottawa County Parks and Recreation Commission, and I would like to continue to contribute positively for another term. I have lived in Zeeland Township for over twenty years, and I am an avid user of our county parks and trails (I have a passion for the outdoors that has been lifelong, and I foster that love for outdoors in my family as we hike and fish regularly). My prior education, work

experience, and passion for the outdoors allows me to contribute positively to the County's recreational efforts. I look forward to the upcoming efforts of strategic planning and would love to continue my involvement.

Lynn Janson

Committee: Ottawa County Parks and Recreation Commission

Seat: Public (BC)

Education

School:

Michigan State University

Degree:

N/A

School 2:

N/A

Degree 2:

N/A

Employment

Current Employer:

Rush Marketing Services LLC

Position:

Owner

Responsibilities:

Identify and sell automotive high tech advertising products for auto dealers.

Previous Employer:

AutoUplink USA

Position:

Regional Manager

Responsibilities:

Developed the Michigan market for a company that assisted auto dealerships with their online advertising.

Eligibility & Other Considerations

Residency Length:

3 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Current member of the Ottawa County Republican Party Executive Committee. Served on the Grandville Cub Scouts Board.

Attendance Policy:

true

Why do you want to be considered for this appointment?

Just want to be involved and serve this community.

Mark Alan Brouwer

Committee: Ottawa County Parks and Recreation Commission

Seat: Public (BC)

Education

School:

Central Michigan University

Degree:

Bachelor's of Science in Accounting

School 2:

Ivy Tech Community College

Degree 2:

Associate of Arts in Accounting

Employment

Current Employer:

LHH

Position:

Recruiting Consultant

Responsibilities:

- Support the enterprise group with the delivery of Managed recruitment solutions or recruitment process outsourcing - Find candidates and foster long-term relationships - Understand client requirements - Employ recruiting methods to attract candidates - Create relationships with clients and candidates, creating a sense of trust and bond - Assume responsibility for pre-screening, interviewing, and coaching candidates - Facilitate and finalize agreements between clients and candidates - Manage multiple projects and job orders at one time - Partner with clients to get a clear view of their strategic and financial objectives and hiring needs

Previous Employer:

Grand Rapids Community College

Position:

Senior Accountant - Treasury

Responsibilities:

- Supported monthly general ledger closing activities, including preparing journal entries and reconciliations. - Reconciled balance sheets and streamlined best practices for balance sheet processes. - Reviewed documents and accounts for discrepancies and resolved variances. - Point of contact for banks and merchant services - Perform internal audits of various campus departments - Assist with investment accounts - Assist, monitor, analyze, and maintain department budgets for the college - Analyze, monitor, reconcile, and report on treasury accounts for the college

Eligibility & Other Considerations

Residency Length:

2 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I currently serve on the board of Hope Academy of West Michigan. It is a school located in downtown Grand Rapids that serves predominantly minority students.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I recently moved to the county in 2021 after living the majority of my life in Kent County. I have taken a back-seat approach to watching other individuals decide what they view is best for Ottawa County on different boards and commissions. I feel that it is time for me to start to be more proactive and take a stance for what I believe in and start to fight for individuals who will be the next families to live in this county and take over the homes, businesses, schools, and area from others. I want to be considered someone that others can look to for guidance in matters at hand and also with laws, regulations, and unbiased opinions. As a recruiter, I have to guide both the candidate and client to a decision that is for the best of both parties and sometimes that is not the same for either one. Sometimes it benefits one or the other. I will always do what I think is the best course of action and the best decision that will have the desired outcome in the long run.

Mark Edward Southwell

Committee: Ottawa County Parks and Recreation Commission

Seat: Public (BC)

Education

School:

Hope College

Degree:

Business Administration and Economics

School 2:

Parma Western High School

Degree 2:

College Prep

Employment

Current Employer:

Retired

Position:

Retired

Responsibilities:

Retired

Previous Employer:

Royal Technologies

Position:

Customer Business Unit Manager

Responsibilities:

Responsible for sales and service for our largest customer and three additional significant customers.

Eligibility & Other Considerations

Residency Length:

40 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Park Township Planning Commission (chair) from 1993-2000 Holland Area Chamber of Commerce 1998-2000

Multiple church boards

Attendance Policy:

true

Why do you want to be considered for this appointment?

Our family has enjoyed watching the expansion and improvements of the Ottawa County Park system. We have enjoyed the west and south county parks for many years. Currently I have become a very active park volunteer and can provide references.

Michael Segaar

Committee: Ottawa County Parks and Recreation Commission

Seat: Public (BC)

Education

School:

Kettering University

Degree:

B.S. Electrical Engineering

School 2:

N/A

Degree 2:

N/A

Employment

Current Employer:

Dematic

Position:

Systems Engineering Manager

Responsibilities:

I am a member of the Systems Engineering global leadership team, working together with the support of regional subject matter experts in North America, Europe, and Asia Pacific to create consistent delivery processes, tools and templates that support consistent project results

Previous Employer:

Dematic

Position:

Principal Controls Engineer

Responsibilities:

My key responsibilities included leading the North American Controls Engineering group by serving as a subject matter expert in Material Handling System Design, Control System Design, PLC Programming, System Standards and Training.

Eligibility & Other Considerations

Residency Length:

10 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I have no past experience serving on government boards, or the boards of civic or other similar organizations

Attendance Policy:

true

Why do you want to be considered for this appointment?

I feel that the parks and recreation resources that exist in Ottawa County are excellent, and that making decisions in favor of the residents of Ottawa County regarding their maintenance and improvements is a crucial role to ensure that Ottawa County continues to offer the opportunity for everyone to enjoy the great outdoors.

Michala Ringquist

Committee: Ottawa County Parks and Recreation Commission

Seat: Public (BC)

Education

School:

Hope College

Degree:

Psychology(major)/Business (minor)

School 2:

Thomas M. Cooley Law School

Degree 2:

Juris Doctor

Employment

Current Employer:

Gielow Groom Terpstra & McEvoy

Position:

Law Clerk - Associate Attorney upon bar passage

Responsibilities:

Handle family law and general civil litigation cases for mainly West Michigan clients by working diligently to obtain the best result possible.

Previous Employer:

Ottawa County Prosecutor's Office

Position:

Victim Advocate

Responsibilities:

Organized an extensive number of documents, recorded caseload statistics, and screened phone calls from victims to assist them in a proficient manner. Maintained close contact with the Prosecutors and Advocates to assist in scheduling meetings and responding to issues raised by victims. Facilitated meetings between the crime victim and the Prosecuting Attorney Staff, as well as made phone calls to victims daily to obtain information and answer questions.

Eligibility & Other Considerations

Residency Length:

25 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I started at a young age serving on the Youth Advisory Committee for the Grand Haven Area Community Foundation. I served as the secretary of this committee and learned a great deal from evaluating and allocating grants to deserving organizations within Ottawa County. I have continued this experience during law school as the Executive Managing Editor of the Thomas M. Cooley Law Review Board. While this leadership role takes on a different form, it has given me a drastically increased awareness of the function of a Board.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I was born, raised, attended school, and volunteered in Ottawa County. I went to Grand Haven Public Schools where I was on the Youth Advisory Committee at the Grand Haven Area Community Foundation. It was during this time that my spark to serve on an Ottawa County Board was sparked in order to inspire change in the community. For college, I couldn't fathom leaving Ottawa County. Therefore, I attended Hope College and obtained a Psychology degree while volunteering for the Ottawa County Legal Self-Help Center before attending law school. During the pandemic, I worked for Ottawa County Community Mental Health and the Ottawa County Prosecutor's Office. I truly love Ottawa County, what it stands for, and the people that it houses. Now, I am graduating from law school, taking the bar, and becoming a licensed attorney in less than a year. I aspire to support my life-long community by representing my fellow community members and serving their interests.

Nathan Hoekstra

Committee: Ottawa County Parks and Recreation Commission

Seat: Public (BC)

Education

School:

Grand Valley State University

Degree:

B.S., Journalism

School 2:

University of Illinois - Springfield

Degree 2:

M.A., Public Affairs

Employment

Current Employer:

Rockford Construction

Position:

Marketing Manager

Responsibilities:

I am currently responsible for business development and marketing management for Rockford Construction. My work includes brand identity management, paid and organic marketing strategy, business development and sales strategy, RFP/RFQ process management, social media management, executive communications and overall PR and marketing planning.

Previous Employer:

Grand Valley State University

Position:

Associate Director, Digital Strategy and Content

Responsibilities:

Oversaw team of content creators and writers who worked to tell the story of the Grand Valley State University committee. Focused on digital strategy and communications management, including crisis communications, long-form storytelling, social media, public relations, alumni relations and more.

Eligibility & Other Considerations

Residency Length:

21 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I currently serve on the Hudsonville Public Schools Diversity and Advocacy Committee, and have served in various advisory board positions for an organization I was part of during my undergraduate education at GVSU.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I believe strongly that good management of our shared community resources like parks and recreation facilities is a critical aspect of maintaining a livable and welcoming Ottawa County for all people. Natural space and equitable opportunities to explore and discover the outdoors are important quality of life issues in our county. I believe that those with the capacity to lead and serve should do so in areas that follow their personal passions. I am an ardent supporter of the parks in our county and would like an opportunity to serve on a board that helps manage them in a responsible and public-focused fashion.

Samuel Guffey

Committee: Ottawa County Parks and Recreation Commission

Seat: Public (BC)

Education

School:

University of Miami

Degree:

B.S. in Marine and Atmospheric Science

School 2:

University of Alberta

Degree 2:

M.Sc. in Biological Sciences

Employment

Current Employer:

Tetra Tech

Position:

Project Manager

Responsibilities:

Manage all aspects of federal and state permitting to support construction of a wind energy development project in the Atlantic Ocean. Oversee field surveys and technical studies. Liaison between engineers, scientists, public relations, government bodies, and other stakeholders.

Previous Employer:

Environmental Resources Management

Position:

Consultant Scientist

Responsibilities:

Helped risk-averse clients deliver complex projects that could affect water resources or rare species. Determined what people value about a place and how those valued aspects can be conserved in light of ongoing or proposed activities. Conducted a wide variety of biological assessments and environmental impact assessments to solve problems and enable capital projects to be completed with minimal impact to natural resources.

Eligibility & Other Considerations

Residency Length:

5 Years

Family members employed at Ottawa County or other govt:

false

Experience:

From 2014 through 2017, I served on a committee representing 5,000 staff in the Purdue University system. I served one year as Vice Chair, one year as Chair, and one year as Past Chair. I led the 25-person committee by setting the direction and providing an environment that fostered excellence from its members. I engaged with chief executives to inform them of public sentiment and recommend changes for improving the organization. From 2014 through 2017, I served as the Vice Commodore of the Lafayette Sailing Club, helping to manage finances, plan events, and introduce new people to the sport of sailing. From 2011 through 2013, I served as Vice President of the Parkallen Community League Association. I organized community initiatives, ran public meetings, liaised with the City of Edmonton, and directed expenditures to benefit my community. In 2012, I helped obtain grants in excess of \$50,000 and helped complete the redevelopment of our neighborhood's central park.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I offer to serve the residents of Ottawa County because service is one of my core values and I believe that my expertise in natural resources and water quality enable me to contribute. I wish to serve on the Parks and Recreation Commission because I want to help keep our parks and recreation system vibrant. Among our many wonderful parks, I live near and frequently visit Riley Trails and Tunnel Park, cleaning up refuse, removing invasives, and maintaining trails. It would be an honor to support our parks and recreation mission. I am also willing to serve in other ways.

Action Request



Committee: Board of Commissioners
Meeting Date: 12/12/2023
Requesting Department: Administration
Submitted By: John Gibbs
Agenda Item: Ottawa County Veteran Affairs Committee

Suggested Motion:

To place into nomination and the names of (*Indicates recommendation from the Interview Subcommittee): Eligible Applicants:

*Patrick Muir
*Robert Linderman
Dale Mohr
Donald Dykstra
Bruce Greenlee
Steven Prince
Jan Ennis
Brad Dorland
David Chesney
Steven Davis
Larry Jackson
Todd Holmquist
and to select Patrick Muir and Robert Linderman to fill two (2) War Veteran Seat vacancies beginning January 1, 2024 and ending December 31, 2026.

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

Financial Information:

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

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration:  Recommended Not Recommended Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date: Talent and Recruitment 12/5/23

Patrick (PJ) Muir

Committee: Ottawa County Veteran's Affairs Committee

Seat: War Veteran (BC)

Education

School:

American Military University

Degree:

Associates

School 2:

N/A

Degree 2:

N/A

Employment

Current Employer:

Retired Military (Self Employed)

Position:

Independant Veterans Advocate

Responsibilities:

I am responsible of ensuring that all veterans that come to me for assistance, that their immediate needs are met and future needs that may arise, we get a head start on the preperation. I conduct 3 to 4 "get togethers" with veterans that suffer from diagnosed and undignosed PTSD a month. I asssit in preparing all paperwork for veterans that have not yet registered with the Veterans Affairs Office to seek benefits. It is my overall responsibility to see to it that all needs of veterans are met to the best of my abilities and capabilities. I have been working independantly for 5 years after volunteering at the VA office in Wyoming, MI for 4 years, learning the ropes of assistance and benefit authorizations. Working at the VA gave me so much knowledge on how the "System" is supposed to work but falls short of it primary goals....

Previous Employer:

Holland High School, Holland Michigan

Position:

Behaviorial Site Manager

Responsibilities:

It was my responsibility to assist all student, parents, and faculty in working hand in hand with one another to do what is best for the students. It was a daily battle to keep kids, with behaviorial issues, focused on class work. Spent many hours counseling students and parents on behaviorial plans to keep the child on a pathway to graduation and a change in their behaviorial pattern to better benefit them and the community. Worked with the school board on student expulsion and suspensions. Worked hand in hand with the schools Police Safety Officer to keep gang related incidents off school property and to detain any student who violates school policies. Was succesful in helping to graduate 14 "Troubeled" students who were on a path to jail, prison or death. Have a great reationship with all 14 of the kids to this day.

Eligibility & Other Considerations

Residency Length:

26 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I am currently on the Board of Leadership for Camp Patriot, a veterans organization for physically handicapped veterans; I am also the current Chaiman of the Board for The Gideon 300, a newly formed organization that takes "Well informed men who take action"; I was on the Ottawa County GOP Executive Committee from 2020-2022; I also was a committee member for the county GOP in Arizona, Colorado, and North Carolina.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I is my calling from GOD to help any and all veterans that need assistance. To see to it that their needs are met, as long as they meet the criteria for the assistance. I have been working with veterans for 15 years and have a very good understanding of their needs and how to get that assistnace to them in the legal, ethical and speedy way. I am committed to my veterans brothers and sisters; TO THE DEATH.

Robert Wayne Linderman

Committee: Ottawa County Veteran's Affairs Committee

Seat: War Veteran (BC)

Education

School:

Central Michigan University

Degree:

BS Economics

School 2:

US Army

Degree 2:

Aviation, Logistics

Employment

Current Employer:

Pioneer Systems Group, LLC

Position:

Owner / President / Sales

Responsibilities:

I lead an organization that engineers, builds, sells and services bulk material handling equipment.

Previous Employer:

Ensign Equipment

Position:

General Manager

Responsibilities:

I lead an organization that engineers, builds and sells bulk material handling equipment.

Eligibility & Other Considerations

Residency Length:

27 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Central Michigan University ROTC Alumni board member Olive Township Planning Commission and Zoning Board of Appeals Holland Steelheaders Board Member and President Big Red Classic Fishing Tournament Board Member

Attendance Policy:

true

Why do you want to be considered for this appointment?

I am a strong advocate of our military and Veteran groups. As a 4-yr scholarship winner, distinguished military graduate, regular Army commission and Army Aviator, I am very thankful for the many opportunities provided me. I continue to serve in many capacities and now see an opportunity where I can help bring services and benefits far beyond the basic items listed on the Ottawa County web site. Fewer and fewer Americans raise their right hand and voluntarily defend our nation. I believe they should be celebrated and provided opportunities and benefits that they earned above and beyond. Whether it is PTSD support, financial, VA, fishing or hunting events, job opportunities, retail shopping benefits, holiday parades or Habitat for Humanity efforts, we need to be better in touch with our Veteran community. I am networked with ESGR, CMU ROTC, Michigan Veteran Homes, Fishing with Veterans and others too. I would very much like to be a part of that effort in our township and county.

Brad Dorland

Committee: Ottawa County Veteran's Affairs Committee

Seat: War Veteran (BC)

Education

School:

Ferris State

Degree:

Computer Information Systems

School 2:

GRCC

Degree 2:

Accounting

Employment

Current Employer:

Essential Patriot

Position:

President

Responsibilities:

Transitional Housing for Veterans and their Families

Previous Employer:

American Red Cross

Position:

Regional Program Administrator for Services to the Armed Forces of the American Red Cross

Responsibilities:

Coordinated with volunteers to run multiple veteran and active military programs for families and their deployed loved ones.

Eligibility & Other Considerations

Residency Length:

8 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Very little

Attendance Policy:

true

Why do you want to be considered for this appointment?

Very active in the veteran and county community

Bruce Lamoine Greenlee

Committee: Ottawa County Veteran's Affairs Committee

Seat: War Veteran (BC)

Education

School:

Oklahoma University - Health Sciences Center

Degree:

B.S. - Physical Therapy

School 2:

Food Enzyme Institute

Degree 2:

Digestive Specialist Certification

Employment

Current Employer:

Windscaapes Landscape

Position:

Landscape worker

Responsibilities:

Plant and trim flowers, bushes; clean leaves and debris; Spring startups of ponds and waterfalls and Fall shutdowns

Previous Employer:

Spectrum Health - Zeeland Hospital

Position:

Physical Therapist for 7 years

Responsibilities:

Retired in 2021 having served hospital inpatient and outpatients of all ages and health conditions, including Covid patients the last couple of years

Eligibility & Other Considerations

Residency Length:

14 Years

Family members employed at Ottawa County or other govt:

false

Experience:

None

Attendance Policy:

true

Why do you want to be considered for this appointment?

Since I was a Veteran, without a real need to access services, I have learned there are many veterans that were injured that have had much difficulty accessing needed services due to long wait time for appointments, limited staffing, availability, transportation issues, offices that are understaffed with limited services and limited locations. As a physical therapist I have worked with many veterans, over my 36- year career, who have expressed their frustrations in getting appropriate help in reasonable time frames. It seems ironic that non-citizens can relatively more easily access help in a variety of ways while those that have sacrificed their lives, families, fortunes and futures have had to suffer. The residents of Ottawa County should at least be able to provide qualifying veterans appropriate assistance in a more timely and effective fashion.

Dale J Mohr

Committee: Ottawa County Veteran's Affairs Committee

Seat: War Veteran (BC)

Education

School:

Navy Electronics

Degree:

N/A

School 2:

Michigan State University Electronics

Degree 2:

N/A

Employment

Current Employer:

Retired

Position:

N/A

Responsibilities:

N/A

Previous Employer:

Self Employed

Position:

N/A

Responsibilities:

Design and install electronic and electrical equipment

Eligibility & Other Considerations

Residency Length:

79 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Republican State Board of Directors for 24 years. Chairman of the Board of State of Michigan Home Builders Assn. Board of Directors of State Home Builders Assn. Elder in the Church. Head Counselor of the Denomination of Cadets. President of Ambuc in Zeeland. Little league coach for 16 years.

Attendance Policy:

true

Why do you want to be considered for this appointment?

To get Ottawa County more services in our County.

David Chesney

Committee: Ottawa County Veteran's Affairs Committee

Seat: War Veteran (BC)

Education

School:

Western Michigan University

Degree:

Masters

School 2:

Grand Valley State University

Degree 2:

Bachelors of Arts

Employment

Current Employer:

Big Ten Conference

Position:

Evaluator

Responsibilities:

Evaluate the performance of Football Game Officials.

Previous Employer:

Kentwood Public Schools

Position:

Middle School Principal

Responsibilities:

Responsible for the daily operation of the school building. Hire and evaluate staff, oversee curriculum, budget, food service, transportation, athletics, etc.

Eligibility & Other Considerations

Residency Length:

12 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Served as a Board Member of the Grand Rapids Child Guidance Clinic. Throughout the tenure of a 32 year career in Education I attended and presented information at numerous School Board meetings.

Attendance Policy:

true

Why do you want to be considered for this appointment?

As a Vietnam War Veteran I receive services from the VA Claims and VA Health systems. I have navigated through both systems. I believe my professional experience, as well as, my experience with the Veterans' Administration qualifies me to be of service to other Veterans.

Donald J Dykstra

Committee: Ottawa County Veteran's Affairs Committee

Seat: War Veteran (BC)

Education

School:

High School

Degree:

High School Diploma

School 2:

Degree 2:

Employment

Current Employer:

Love, Inc. (Retired)

Position:

Manager

Responsibilities:

Previous Employer:

General Motors (Retired)

Position:

Millwright

Responsibilities:

Eligibility & Other Considerations

Residency Length:

Years

Family members employed at Ottawa County or other govt:

false

Experience:

Attendance Policy:

false

Why do you want to be considered for this appointment?

Active in my church in many ways; Sgt. E5 active combat squad leader in Vietnam (honorably discharged)

Jan William Ennis

Committee: Ottawa County Veteran's Affairs Committee

Seat: War Veteran (BC)

Education

School:

Michigan State University

Degree:

MBA

School 2:

San Diego State University

Degree 2:

BA, Social Sciences Educaiton

Employment

Current Employer:

Jobs for America's Graduates

Position:

VP of Operations & Affiliate Relations

Responsibilities:

VP of Operations & Affiliate Relations ? Member of Executive leadership team ? Lead team responsible for operations of national network inclusive ? Ensure alignment of operations, fund development, quality assurance, and programming ? Maintain and build relationships across national network of state-based affiliates to ensure viable, sustainable, and scalable programming and network footprint ? Develop and implement strategic and tactical plans in support of national network inclusive of state-based affiliates, national private sector partners, and funders ? Ensure growth and quality goals are achieved and supported through a comprehensive set of services ? Oversee implementation of partnerships across national network leading to workforce development outcomes supporting development of talent pipelines ? Conduct advocacy and fund development activities in support of organization and national network

Previous Employer:

LightCorp, Grand Haven, MI

Position:

Strategic Account Manager / Business Development

Responsibilities:

? Member of corporate strategic planning team, business operations team, and associate engagement team ?

Plan, implement, and lead sales strategy in collaboration with marketing, R&D, and product managers ?

Manage customer accounts representing over 40% of organization?s revenue ? Responsible for leading cross-functional teams across business enterprise to ensure organization delivers on value proposition and exceeds customer needs

Eligibility & Other Considerations

Residency Length:

5 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I am a current member of the Spring Lake Township Recreation Committee. As a member of the committee I am responsible for advising the Board and seeking feedback/input from the community in relation to parks initiatives. The committee meets monthly.

Attendance Policy:

true

Why do you want to be considered for this appointment?

The appointment provides me an opportunity to serve my community and veterans at the same time. Two things I am passionate about. I am a combat veteran of the Global War on Terror, have both professional and personal experience navigating veteran resources and systems, and have extensive experience in grants management and advising.

Larry Jackson

Committee: Ottawa County Veteran's Affairs Committee

Seat: War Veteran (BC)

Education

School:

Devry

Degree:

Bachelors in Computer Network Systems

School 2:

N/a

Degree 2:

N/a

Employment

Current Employer:

ITC Inc

Position:

System Administrator

Responsibilities:

Managing IT infrastructure for entire organization globally.

Previous Employer:

WestRock

Position:

IT Field Lead

Responsibilities:

Managing IT across 4 location ensuring uptime and production timeframes are meet.

Eligibility & Other Considerations

Residency Length:

5.5 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Currently Serving on the County Veterans committee, County wide Democratic political organizer, Non-Profit Cofounder, and working with diverse organizations across the county to connect them with each other and different services.

Attendance Policy:

true

Why do you want to be considered for this appointment?

Being a veteran I have a unique understanding of the needs other veterans have.

Steven Scott Davis

Committee: Ottawa County Veteran's Affairs Committee

Seat: War Veteran (BC)

Education

School:

Hawaii Pacific University

Degree:

Associates in Data Processing

School 2:

Davenport University

Degree 2:

Bachelors in Software Engineering

Employment

Current Employer:

Mitsubishi Logisnext

Position:

Application Development Technical Lead (web)

Responsibilities:

Lead developers in tasks and responsibilities to better serve internal and external customers by creating policies and procedures. To be a serving leader by removing roadblocks to tasks while keeping accountability.

Previous Employer:

SoundOff Signal

Position:

Senior Software Developer

Responsibilities:

Lead a team of four other developers to create software and hardware to better serve the police community with lights, sirens, and controls systems in police vehicles.

Eligibility & Other Considerations

Residency Length:

10 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I've never served on a government or other civic board.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I have a heart for my fellow veterans, especially those in need. I've done well for myself, made some good choices, and am blessed with the results of those choices. However, I grew up very poor and understand what it is like to have a desperate need. I feel I understand just how tenuous making a choice is and what the consequences are for those choices. I feel it could have gone very differently for me through my journey and could have been one to have the need of the Veteran's Affairs committee's help. If I'm able to help someone who made a choice and it put them in a position of needing a hand, I would love to be a part of their recovery financial or otherwise.

Steven Douglas Prince

Committee: Ottawa County Veteran's Affairs Committee

Seat: War Veteran (BC)

Education

School:

Michigan State University

Degree:

BS Psychology

School 2:

Western Michigan University

Degree 2:

MA Counseling Education

Employment

Current Employer:

Warriors Set Free

Position:

Director

Responsibilities:

I oversee and lead, staff development, recruiting and training, program development and execution. Also responsible for budget, marketing, networking and partnership coordination.

Previous Employer:

US Army

Position:

Commander, instructor, logistics officer, executive officer

Responsibilities:

Full spectrum operations, Leadership instruction, logistics coordination, detainee operations information officer. Two combat deployments: 1990-91 Desert Shield/Desert Storm and 2008-09 Operation Iraqi Freedom

Eligibility & Other Considerations

Residency Length:

27 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I served on the board of a veteran non profit from 2009-2014.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I've served my country for half my life and continued to serve my fellow veterans. This is another opportunity to continue to serve.

Todd Dale Holmquist

Committee: Ottawa County Veteran's Affairs Committee

Seat: War Veteran (BC)

Education

School:

Davenport

Degree:

associate

School 2:

n/a

Degree 2:

n/a

Employment

Current Employer:

Retired

Position:

Volunteer

Responsibilities:

Repair the house. Work at the Disabled American Veterans

Previous Employer:

Auto Value

Position:

Assistant Manager

Responsibilities:

Ordering parts, making schedules, inventory control.

Eligibility & Other Considerations

Residency Length:

44 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Military promotion board, Voting committee, and DAV Commander.

Attendance Policy:

true

Why do you want to be considered for this appointment?

To see how the board operates and to always help Veterans and the families with their problems.

Action Request



Committee: Board of Commissioners

Meeting Date: 12/12/2023

Requesting Department: Administration

Submitted By: John Gibbs

Agenda Item: West Michigan Regional Planning Commission

Suggested Motion:

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

Eligible Applicants:

*Benjamin Genser

Terry DeHaan

Mark Brouwer

Ryan Anderson

Rebecca Hopp

Michala Ringquist

and to select Benjamin Genser to fill one (1) Ottawa County Private Sector Seat vacancy beginning January 1, 2024 and ending December 31, 2024

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

Financial Information:

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

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration:  Recommended Not Recommended Without Recommendation

Committee/Governing/Advisory Board Approval Date: Talent and Recruitment 12/5/23

Benjamin M Genser

Committee: West Michigan Regional Planning Commission

Seat: Ottawa County Private Sector (BC)

Education

School:

University of Michigan

Degree:

Master of Business Administration (MBA)

School 2:

University of Michigan

Degree 2:

Bachelor of Science (BS)

Employment

Current Employer:

JPMorgan Chase Bank

Position:

Vice President - Investments

Responsibilities:

-Practice Management Asset and wealth management for both high net worth families and corporate clientele across West Michigan -Financial planning Analyze market financial data and provide appropriate data-based advice Holistic goals-based planning Tax and estate planning -Portfolio Management Quantitative Analysis Portfolio optimization Asset allocation Risk assessment Strategic Fund management Market research and analysis

Previous Employer:

Capital Financial Management

Position:

Management Consultant

Responsibilities:

-Organizational Effectiveness Strategic planning Process & systems improvement Project management Risk mitigation -Corporate Finance Financial modeling and data analysis Audit and assurance Financial valuation and appraisal -HR Management Defined benefit and defined contribution plan administration Talant recruitment and retention Learning and development programming HR Compliance Payroll processing

Eligibility & Other Considerations

Residency Length:

6 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Although I have yet to have an opportunity to serve on a government board, I regularly attend various city and county board/commission meetings, volunteer for local charitable organizations including Grand Haven Area Public Schools, attend Chamber of Commerce events/meetings, and recently ran for Mayor of Grand Haven.

Attendance Policy:

true

Why do you want to be considered for this appointment?

With a BS and MBA from the University of Michigan combined with 17 years of leadership experience in financial services, management consulting, and wealth advisory, I believe that now is the right time to use my distinct skillset to help our community. Leadership, communication, critical thinking, and negotiation are skills I bring to the table and are skills that I feel would complement the experience of my fellow board/committee members.

Mark Alan Brouwer

Committee: West Michigan Regional Planning Commission

Seat: Ottawa County Private Sector (BC)

Education

School:

Central Michigan University

Degree:

Bachelor's of Science in Accounting

School 2:

Ivy Tech Community College

Degree 2:

Associate of Arts in Accounting

Employment

Current Employer:

LHH

Position:

Recruiting Consultant

Responsibilities:

- Support the enterprise group with the delivery of Managed recruitment solutions or recruitment process outsourcing - Find candidates and foster long-term relationships - Understand client requirements - Employ recruiting methods to attract candidates - Create relationships with clients and candidates, creating a sense of trust and bond - Assume responsibility for pre-screening, interviewing, and coaching candidates - Facilitate and finalize agreements between clients and candidates - Manage multiple projects and job orders at one time - Partner with clients to get a clear view of their strategic and financial objectives and hiring needs

Previous Employer:

Grand Rapids Community College

Position:

Senior Accountant - Treasury

Responsibilities:

- Supported monthly general ledger closing activities, including preparing journal entries and reconciliations. - Reconciled balance sheets and streamlined best practices for balance sheet processes. - Reviewed documents and accounts for discrepancies and resolved variances. - Point of contact for banks and merchant services - Perform internal audits of various campus departments - Assist with investment accounts - Assist, monitor, analyze, and maintain department budgets for the college - Analyze, monitor, reconcile, and report on treasury accounts for the college

Eligibility & Other Considerations

Residency Length:

2 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I currently serve on the board of Hope Academy of West Michigan. It is a school located in downtown Grand Rapids that serves predominantly minority students.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I recently moved to the county in 2021 after living the majority of my life in Kent County. I have taken a back-seat approach to watching other individuals decide what they view is best for Ottawa County on different boards and commissions. I feel that it is time for me to start to be more proactive and take a stance for what I believe in and start to fight for individuals who will be the next families to live in this county and take over the homes, businesses, schools, and area from others. I want to be considered someone that others can look to for guidance in matters at hand and also with laws, regulations, and unbiased opinions. As a recruiter, I have to guide both the candidate and client to a decision that is for the best of both parties and sometimes that is not the same for either one. Sometimes it benefits one or the other. I will always do what I think is the best course of action and the best decision that will have the desired outcome in the long run.

Michala Ringquist

Committee: West Michigan Regional Planning Commission

Seat: Ottawa County Private Sector (BC)

Education

School:

Hope College

Degree:

Psychology(major)/Business (minor)

School 2:

Thomas M. Cooley Law School

Degree 2:

Juris Doctor

Employment

Current Employer:

Gielow Groom Terpstra & McEvoy

Position:

Law Clerk - Associate Attorney upon bar passage

Responsibilities:

Handle family law and general civil litigation cases for mainly West Michigan clients by working diligently to obtain the best result possible.

Previous Employer:

Ottawa County Prosecutor's Office

Position:

Victim Advocate

Responsibilities:

Organized an extensive number of documents, recorded caseload statistics, and screened phone calls from victims to assist them in a proficient manner. Maintained close contact with the Prosecutors and Advocates to assist in scheduling meetings and responding to issues raised by victims. Facilitated meetings between the crime victim and the Prosecuting Attorney Staff, as well as made phone calls to victims daily to obtain information and answer questions.

Eligibility & Other Considerations

Residency Length:

25 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I started at a young age serving on the Youth Advisory Committee for the Grand Haven Area Community Foundation. I served as the secretary of this committee and learned a great deal from evaluating and allocating grants to deserving organizations within Ottawa County. I have continued this experience during law school as the Executive Managing Editor of the Thomas M. Cooley Law Review Board. While this leadership role takes on a different form, it has given me a drastically increased awareness of the function of a Board.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I was born, raised, attended school, and volunteered in Ottawa County. I went to Grand Haven Public Schools where I was on the Youth Advisory Committee at the Grand Haven Area Community Foundation. It was during this time that my spark to serve on an Ottawa County Board was sparked in order to inspire change in the community. For college, I couldn't fathom leaving Ottawa County. Therefore, I attended Hope College and obtained a Psychology degree while volunteering for the Ottawa County Legal Self-Help Center before attending law school. During the pandemic, I worked for Ottawa County Community Mental Health and the Ottawa County Prosecutor's Office. I truly love Ottawa County, what it stands for, and the people that it houses. Now, I am graduating from law school, taking the bar, and becoming a licensed attorney in less than a year. I aspire to support my life-long community by representing my fellow community members and serving their interests.

Rebecca K Hopp

Committee: West Michigan Regional Planning Commission

Seat: Ottawa County Private Sector (BC)

Education

School:

Grand Valley State University

Degree:

BS-Education

School 2:

Grand Valley State University

Degree 2:

Graduate studies

Employment

Current Employer:

OAISD-Careerline Tech Center (Entrepreneurial/Global Business)

Position:

Facilitator

Responsibilities:

Delivery of curriculum to ensure CTSO state standards are achieved Utilize my interpersonal management skills in the classroom Provide additional educational assistance as needed

Previous Employer:

OAISD-Careerline Tech Center (Business Management)

Position:

Facilitator

Responsibilities:

Delivery of curriculum to ensure CTSO state standards are achieved Extensive operational knowledge of the school store by maintain OSHA/health and safety standards Utilize my interpersonal management skills in the classroom Provide additional educational assistance as needed

Eligibility & Other Considerations

Residency Length:

60 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Currently serving: Vice Chair- Ottawa Co EDC/BRA Board West Mich Reg Planning Commission Vice Chair- City of Ferrysburg EDC/BRA Board NORA- At large member Former positions: Mayor, City of Ferrysburg 4 yrs, 8 yrs. West Mich Shoreline Reg Development Comm Vice Chair- Ottawa Co Land Bank Authority Ottawa Co Community Action Agency President- Tri Cities Historical Museum President- Four Points Council For The Aging City of Ferrysburg Rec Com City of Ferrysburg Board of Review City of Ferrysburg KLH Dune Preserve

Attendance Policy:

true

Why do you want to be considered for this appointment?

I am currently representing the residents of Ottawa County on the West Mich Reg Planning Comm and would like to continue to serve. I believe my skill set and experiences are an asset. Additionally, my dedication and commitment to represent Ottawa Co both locally and at the regional level. It has been a pleasure to serve with Ottawa Co Commissioner Belknap and I hope I can continue to serve.

Ryan David Anderson

Committee: West Michigan Regional Planning Commission

Seat: Ottawa County Private Sector (BC)

Education

School:

Michigan Technological University

Degree:

Bachelor's

School 2:

N/A

Degree 2:

N/A

Employment

Current Employer:

Amber Valley Construction

Position:

Estimator, Pre-construction Coordinator

Responsibilities:

Visit client's homes and provide a detailed cost estimate of their whole home or individual room remodel project. Coordinate all aspects of a project pre construction to produce a timely, executable and accurate contract of a client's remodeling project.

Previous Employer:

Manitowoc Cranes

Position:

Hydraulics Engineer

Responsibilities:

Spec pumps and motors, develop hydraulic schematics, design valve bodies and 3-D hydraulic systems, provide field support.

Eligibility & Other Considerations

Residency Length:

2.5 Years

Family members employed at Ottawa County or other govt:

false

Experience:

None

Attendance Policy:

true

Why do you want to be considered for this appointment?

I am confident that my technical background in engineering, my life-long experience in residential remodeling and construction, my love for the field and study of economics, the life experiences that come with being the father of 6 children, and my commitment to walking faithfully and obediently before Almighty God, will enable me to carry out this board's duties in a way that benefits my fellow Ottawans.

Terry Jay DeHaan

Committee: West Michigan Regional Planning Commission

Seat: Ottawa County Private Sector (BC)

Education

School:

Western Michigan University

Degree:

Business Administration

School 2:

Insurance and Project Management Diplomas

Degree 2:

CPCU, CLU, ChFC, PMP

Employment

Current Employer:

Retired

Position:

Responsibilities:

Previous Employer:

State Farm Insurance

Position:

Supervisor and Middle Management, Project Management

Responsibilities:

38 Career in first and second line management in Insurance Operations, Finance, Investments, Technology, and Banking. Performed project management responsibilities for installation of banking software. United

States Army Reserves 24 years serving in both staff and command positions at the company, battalion, and brigade level units. Retire at the rank of Lieutenant Colonel.

Eligibility & Other Considerations

Residency Length:

8.4 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Park Township, Ottawa County, MI. Currently serving in my sixth year on the Planning Commission. Elected as a Trustee and beginning my fourth year. Old Town Township, McLean County, IL. Served for six years as the elected Trustee and three years as the elected Township Supervisor. Completed the assessor educational requirements and have served for 10 years as the Township's Assessor.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I believe I can make significant contributions to the West Michigan Regional Planning Commission from my experience of serving six plus years on Park Township Planning Commission. In deliberations on Park Townships Planning Commission and Board of Trustees, I attempt to consider the issues from both a township as well as a regional perspective. The growth and development in West Michigan has to be considered regionally. There are numerous issues of which available/affordable housing is center stage. But there are many others to be addressed. I would consider it a privilege to work with the team to address and resolve these challenges.

Action Request



Committee: Board of Commissioners

Meeting Date: 12/12/2023

Requesting Department: Administration

Submitted By: John Gibbs

Agenda Item: Ottawa County Department of Health and Human Services Board

Suggested Motion:

To place into nomination the names of (*indicates recommendation from the Interview Subcommittee): Eligible Applicants:
*Robert VanderZwaag
Kimberly Vanderly
Mark Brouwer
Gwendolyn Fosse
Marsha Manning
Valerie Forsch
Benjamin Genser
Brenda VanderMeulen
Michala Ringquist
and to select Robert VanderZwaag to fill one (1) County Resident Seat vacancy beginning January 1, 2024 and ending December 31, 2026.

Summary of Request:

The Board of Commissioners makes appointments to the various Boards and Commissions of the County per Board Policy - Appointments to Boards and Commissions.

Financial Information:

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

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration: County Administrator:  Recommended Not Recommended Without Recommendation

Committee/Governing/Advisory Board Approval Date: Talent and Recruitment 12/5/23

Robert VanderZwaag

Committee: Ottawa County Department of Health and Human Services Board

Seat: County Resident

Education

School:

Zeeland Public Schools

Degree:

High School graduate

School 2:

Grand Valley State Colleges/Michigan State University

Degree 2:

Bachelor of Science / Master of Arts

Employment

Current Employer:

Retired/ Crown Motors

Position:

Car driver

Responsibilities:

Part time job, deliver new cars to customers, facilitate new car trades between dealers,

Previous Employer:

Zeeland Public Schools and Borculo Christian School

Position:

Administrator

Responsibilities:

All aspects of leadership of a K-8 school, managing staff and students; communication with parents; developing vision for the school through cooperative leadership of parents and staff.

Eligibility & Other Considerations

Residency Length:

72 Years

Family members employed at Ottawa County or other govt:

false

Experience:

*Served 9 years as a region representative on the Board of Directors of Michigan Elementary and Middle School Principals Association *12 years on the Department of Health and Human Services County board * Vice-president and president (5 years) of the Michigan County Social Services Association (MCSSA) * Board of Directors - Michigan Elementary and Middle School Principals Association * President of the Ottawa County Chapter of Michigan Association of Retired School Personnel. * Regional Synod of Great Lakes (Reformed Church of America), board member, president-elect, president, past president. *Served 6 terms on the consistorial board of the church I attend, Community Reformed Church in Zeeland

Attendance Policy:

true

Why do you want to be considered for this appointment?

It has been an honor and a pleasure to have served 4-three year terms as a board member of the Ottawa County Department of Health and Human Services. Over the last 12 years, I have served with two county directors and three state-level directors. It has been enriching to have developed relationships with the state department upper-level management as well as relationships within the administrative and legislative branch as our organization attempts to provide advocacy for policies, procedures, and budget development for the department. My entire career has at least in part been focused on helping those who struggle in some way or another (those kids and families always worked their way into the soft spot of my heart) and I see service through the Department of Health and Human Services as a continuation of that passion. I humbly request your endorsement for a 5th term on the Ottawa County DHHS board.

Mark Alan Brouwer

Committee: Ottawa County Department of Health and Human Services Board

Seat: County Resident

Education

School:

Central Michigan University

Degree:

Bachelor's of Science in Accounting

School 2:

Ivy Tech Community College

Degree 2:

Associate of Arts in Accounting

Employment

Current Employer:

LHH

Position:

Recruiting Consultant

Responsibilities:

- Support the enterprise group with the delivery of Managed recruitment solutions or recruitment process outsourcing - Find candidates and foster long-term relationships - Understand client requirements - Employ recruiting methods to attract candidates - Create relationships with clients and candidates, creating a sense of trust and bond - Assume responsibility for pre-screening, interviewing, and coaching candidates - Facilitate and finalize agreements between clients and candidates - Manage multiple projects and job orders at one time - Partner with clients to get a clear view of their strategic and financial objectives and hiring needs

Previous Employer:

Grand Rapids Community College

Position:

Senior Accountant - Treasury

Responsibilities:

- Supported monthly general ledger closing activities, including preparing journal entries and reconciliations. - Reconciled balance sheets and streamlined best practices for balance sheet processes. - Reviewed documents and accounts for discrepancies and resolved variances. - Point of contact for banks and merchant services - Perform internal audits of various campus departments - Assist with investment accounts - Assist, monitor, analyze, and maintain department budgets for the college - Analyze, monitor, reconcile, and report on treasury accounts for the college

Eligibility & Other Considerations

Residency Length:

2 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I currently serve on the board of Hope Academy of West Michigan. It is a school located in downtown Grand Rapids that serves predominantly minority students.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I recently moved to the county in 2021 after living the majority of my life in Kent County. I have taken a back-seat approach to watching other individuals decide what they view is best for Ottawa County on different boards and commissions. I feel that it is time for me to start to be more proactive and take a stance for what I believe in and start to fight for individuals who will be the next families to live in this county and take over the homes, businesses, schools, and area from others. I want to be considered someone that others can look to for guidance in matters at hand and also with laws, regulations, and unbiased opinions. As a recruiter, I have to guide both the candidate and client to a decision that is for the best of both parties and sometimes that is not the same for either one. Sometimes it benefits one or the other. I will always do what I think is the best course of action and the best decision that will have the desired outcome in the long run.

Valerie S Forsch

Committee: Ottawa County Department of Health and Human Services Board

Seat: County Resident

Education

School:

University of MN

Degree:

Master of Social Work

School 2:

Western MI University

Degree 2:

Bachelor of Social Work

Employment

Current Employer:

Self employed

Position:

psychotherapist

Responsibilities:

Remote/telehealth position. Provide mental health assessments to adults to determine an appropriate diagnosis using the DSM VTR; collaborate with patient to determine a treatment plan and provide therapeutic interventions such as cognitive behavioral therapy, solution focused, mindfulness, and spiritual development in a tribal health setting.

Previous Employer:

Puyallup Tribe of Indians

Position:

Psychotherapist

Responsibilities:

Provide mental health assessments to adults to determine an appropriate diagnosis using the DSM VTR; collaborate with patient to determine a treatment plan and provide therapeutic interventions such as cognitive behavioral therapy, solution focused, mindfulness, and spiritual development in a tribal health setting.

Eligibility & Other Considerations

Residency Length:

1 Years

Family members employed at Ottawa County or other govt:

false

Experience:

None.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I'm interested in making an impact in the community I currently live in. I have 30 yrs of social work experience, providing services to the most vulnerable. The majority of my career was spent working with the poor and disadvantaged. I'm familiar with how government agencies do business and the need to revamp how social services are delivered. My knowledge can be an asset to Ottawa county to bridge the gap between of uncertainty on both sides. I work cooperatively to get results.

Gwendolyn R Fosse

Committee: Ottawa County Department of Health and Human Services Board

Seat: County Resident

Education

School:

DePaul University - Chicago

Degree:

Bachelor of Science Nursing

School 2:

Central Michigan University

Degree 2:

Master Science Administration (health care focus)

Employment

Current Employer:

Michigan Medicine/University of Michigan Health - CS Mott Children's Hospital

Position:

Clinical Outreach Specialist - Michigan Congenital Heart Center

Responsibilities:

Support outreach efforts, strategic growth initiatives of U-M Health, program development, and communications with providers, hospitals, patients & families, and the public to inform of updates and programs. Address issues and quality improvement initiatives to promote satisfaction with pediatric and congenital heart care in the Michigan Congenital Heart Center (MCHC). Participates in education, communications, and conferences impacting MCHC. Represents MCHC & collaborates with professional organizations & events. Improves access to on-site and outreach clinics. Supports advocacy for local, state and federal initiatives and assesses market data in geographic regions to promote strategies of care.

Previous Employer:

Helen DeVos Children's Hospital

Position:

Clinical Specialist, Outreach/Pediatric Cardiac Nurse Clinician (PCNC)

Responsibilities:

Outreach: represented the hospital with referring providers & hospitals. Supported clinical education, hospital communications, & public events. PCNC: worked with pediatric cardiology & cardiac surgery teams to coordinate patient education and communication efforts, critical & acute care management, professional education, quality improvement initiatives, database management, patient consultation, and family group coordination.

Eligibility & Other Considerations

Residency Length:

0.5 Years

Family members employed at Ottawa County or other govt:

false

Experience:

American Heart Association - Council on Cardiovascular Disease in the Young, Cardiovascular and Stroke Nursing Council, Pediatric Cardiovascular Nursing Committee American Heart Association of Michigan - West Shore Heart Unit First Vice President and Heart Health in the Young Committee. AHA Grand Rapids Heart Ball Planning Committee for 2023 and 2024 events. Midwest Pediatric Cardiology Society Board Member 2014-2021. Michigan Department of Health & Human Services - serve on: (1) Michigan Alliance for Prevention of Sudden Cardiac Death in the Young (2) Newborn Screening - Critical Congenital Heart Disease Advisory Committee Society of Pediatric Cardiovascular Nurses - current board member in communications. Past president, vice president and secretary.

Attendance Policy:

true

Why do you want to be considered for this appointment?

Having worked in health care for decades, I value the importance of every aspect of public health. The health of the citizens impacts the health of the county and assures a more productive county in terms of work

environment, recreational environment, business environment, school environment, and home environment. The experience of seeing decades of progress in community health provides a perspective that allows me to serve my community for the health of our citizens.

Benjamin M Genser

Committee: Ottawa County Department of Health and Human Services Board

Seat: County Resident

Education

School:

University of Michigan

Degree:

Master of Business Administration (MBA)

School 2:

University of Michigan

Degree 2:

Bachelor of Science (BS)

Employment

Current Employer:

JPMorgan Chase Bank

Position:

Vice President - Investments

Responsibilities:

-Practice Management Asset and wealth management for both high net worth families and corporate clientele across West Michigan -Financial planning Analyze market financial data and provide appropriate data-based advice Holistic goals-based planning Tax and estate planning -Portfolio Management Quantitative Analysis Portfolio optimization Asset allocation Risk assessment Strategic Fund management Market research and analysis

Previous Employer:

Capital Financial Management

Position:

Management Consultant

Responsibilities:

-Organizational Effectiveness Strategic planning Process & systems improvement Project management Risk mitigation -Corporate Finance Financial modeling and data analysis Audit and assurance Financial valuation and appraisal -HR Management Defined benefit and defined contribution plan administration Talant recruitment and retention Learning and development programming HR Compliance Payroll processing

Eligibility & Other Considerations

Residency Length:

6 Years

Family members employed at Ottawa County or other govt:

false

Experience:

Although I have yet to have an opportunity to serve on a government board, I regularly attend various city and county board/commission meetings, volunteer for local charitable organizations including Grand Haven Area Public Schools, attend Chamber of Commerce events/meetings, and recently ran for Mayor of Grand Haven.

Attendance Policy:

true

Why do you want to be considered for this appointment?

With a BS and MBA from the University of Michigan combined with 17 years of leadership experience in financial services, management consulting, and wealth advisory, I believe that now is the right time to use my distinct skillset to help our community. Leadership, communication, critical thinking, and negotiation are skills I bring to the table and are skills that I feel would complement the experience of my fellow board/committee members.

Marsha Manning

Committee: Ottawa County Department of Health and Human Services Board

Seat: County Resident

Education

School:

Michigan State University

Degree:

Master, Labor and Industrial Relations

School 2:

Michigan State University

Degree 2:

Bachelor of Science, Nursing

Employment

Current Employer:

Retired

Position:

Retired

Responsibilities:

Retired

Previous Employer:

University of Michigan

Position:

Manager, Medical Benefits and Strategy

Responsibilities:

Provided leadership and developed strategy for the medical plan covering U of M employees and their family members. This plan included 100,000 covered lives (employees, retirees and their dependents). In addition to developing strategy, I was also responsible for administering this self-insured plan, including carrier and vendor management, contract negotiations and administration, data analysis and member troubleshooting. I served in this role for nine years prior to my retirement in 2022.

Eligibility & Other Considerations

Residency Length:

2.5 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I served on the Board of The Leapfrog Group, which is a national non-profit based in Washington DC from 2013-2023. Leapfrog focuses on health care safety and quality. During my time on the board I served as chair of the Business Development committee, chair of the Audit committee, and served as Treasurer. I also served on the Board of the Greater Detroit Area Health Council from 2005-2012; served on the Board of the Michigan Health and Safety Coalition from 2005-2012, and worked on various regional and state level task forces related to e-prescribing, health care technology and health care value. I also served on the Board of the Detroit Chapter of Children's International Summer Villages (CISV) from 2011-2013, supporting volunteer activities that provided international experiences for young people with a curriculum focus on diversity, peace, sustainability and social justice.

Attendance Policy:

true

Why do you want to be considered for this appointment?

Serving on the Ottawa County Department of Health and Human Services board would provide an opportunity to serve my community and to utilize some of my past experience- both professional and volunteer. It is important for the community to provide input to the important services provided to community members by the Department of Health and Human Services, and I am willing and able to do so.

Michala Ringquist

Committee: Ottawa County Department of Health and Human Services Board

Seat: County Resident

Education

School:

Hope College

Degree:

Psychology(major)/Business (minor)

School 2:

Thomas M. Cooley Law School

Degree 2:

Juris Doctor

Employment

Current Employer:

Gielow Groom Terpstra & McEvoy

Position:

Law Clerk - Associate Attorney upon bar passage

Responsibilities:

Handle family law and general civil litigation cases for mainly West Michigan clients by working diligently to obtain the best result possible.

Previous Employer:

Ottawa County Prosecutor's Office

Position:

Victim Advocate

Responsibilities:

Organized an extensive number of documents, recorded caseload statistics, and screened phone calls from victims to assist them in a proficient manner. Maintained close contact with the Prosecutors and Advocates to assist in scheduling meetings and responding to issues raised by victims. Facilitated meetings between the crime victim and the Prosecuting Attorney Staff, as well as made phone calls to victims daily to obtain information and answer questions.

Eligibility & Other Considerations

Residency Length:

25 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I started at a young age serving on the Youth Advisory Committee for the Grand Haven Area Community Foundation. I served as the secretary of this committee and learned a great deal from evaluating and allocating grants to deserving organizations within Ottawa County. I have continued this experience during law school as the Executive Managing Editor of the Thomas M. Cooley Law Review Board. While this leadership role takes on a different form, it has given me a drastically increased awareness of the function of a Board.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I was born, raised, attended school, and volunteered in Ottawa County. I went to Grand Haven Public Schools where I was on the Youth Advisory Committee at the Grand Haven Area Community Foundation. It was during this time that my spark to serve on an Ottawa County Board was sparked in order to inspire change in the community. For college, I couldn't fathom leaving Ottawa County. Therefore, I attended Hope College and obtained a Psychology degree while volunteering for the Ottawa County Legal Self-Help Center before attending law school. During the pandemic, I worked for Ottawa County Community Mental Health and the Ottawa County Prosecutor's Office. I truly love Ottawa County, what it stands for, and the people that it houses. Now, I am graduating from law school, taking the bar, and becoming a licensed attorney in less than a year. I aspire to support my life-long community by representing my fellow community members and serving their interests.

KIMBERLY VANDERLEY

Committee: Ottawa County Department of Health and Human Services Board
Seat: County Resident

Education

School:

Grand Rapids Junior College/now referred to as GRCC

Degree:

associate degree in nursing (RN)

School 2:

Western Governors University

Degree 2:

Masters Degree in Nursing with focus in Education

Employment

Current Employer:

Self employed

Position:

Health and Wellness Coach

Responsibilities:

Collaborate with individuals, offer ideas that might direct their thoughts regarding their health-physical and emotional, Using a variety of resources to help client formulate a weekly plan at first. Meeting times and length vary between clients. There is follow up on plan each week and new plans are made to advance or sometimes an other plan that benefits the individual more. My job is to listen, ask open ended questions, summarize what each person is saying and allow for each person to correct my understanding of the situation. I handle meeting times that don't conflict with other individual appointments. If finances are involved

I keep a good records. I balance budget items. I keep confidentiality between individuals and myself as a professional. I make sure each person understand HIPPA laws. I get consent to call with a phone number and ask for them by name.

Previous Employer:

Muskegon Community College

Position:

Adjunct nursing instructor

Responsibilities:

To observe lab setting of skills that need to be done properly prior to doing in clinical setting. Each student has two chances to do each skill successfully. It is a great time to interact with students in a one to one situation. This is where questions are asked to help students use clinical thinking skills. It is also a time where an instructor can pass some wisdom to help handle complicated patient situations they might encounter. Must interaction goes on in this setting. In clinical setting; I interact with staff members when prepping for student assignments. I review each patient's information prior to assigning to a student. I evaluate the complexity of the patient, medications to be administered, lab work and trends, and possible tests and procedures. Post conference is a time where students share about patients and diagnosis and secondary illness that might have played a roll in present illness and why. There is so much more.

Eligibility & Other Considerations

Residency Length:

33 Years

Family members employed at Ottawa County or other govt:

false

Experience:

No board experience; but I am a person of integrity, believe in listening to other points of views, I believe in collaboration, and asking question to understand the situation prior to formulating an opinion or action. I volunteered at women's shelters. I did pedicures (with the idea that washing feet) wish lead to good conversations about Jesus and their lives. Through this I saw many homeless women change in many the good ways. Some became contributing members of society. So many all ready knew Jesus but forgot that He loved them. I organized parties downtown Grand Rapids at the park where many homeless people sent their days. Had a variety games and activities , a band that played Christian music, food, and a prayer tent. I have

spend time encouraging people where ever I walk. I provided science classes for community children and worked with others that were having difficult time understanding concepts. I volunteered at a Grand Rapids elementary school.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I desire to be part of what presently is happening in Ottawa county. I have been involved in smaller ways over the years. Presently I am assisting any where I can to make a difference. I feel it is time to stand up and be counted for what is right and good. Declare that I live by the constitution of United States. I have held these values for all my life. But it is time to make a bigger impact in this county and my township.

Brenda VanderMeulen

Committee: Ottawa County Department of Health and Human Services Board

Seat: County Resident

Education

School:

Hope College

Degree:

Bachelors degree - Psychology and Mathematics

School 2:

Aquinas College

Degree 2:

Masters of Management

Employment

Current Employer:

Retired

Position:

Retired

Responsibilities:

Retired

Previous Employer:

River Hills Consulting

Position:

President

Responsibilities:

Strategic planning and organizational development services for organizations of all sizes. I also acted as the CFO for Vandermeulen Builders through a contractual arrangement.

Eligibility & Other Considerations

Residency Length:

67 Years

Family members employed at Ottawa County or other govt:

false

Experience:

I have been president of the board for Good Samaritan Ministries twice. Each of terms with Good Sam was in excess of 6 years. I have served on the board of 70x7 and also on the board of Homecor. I have worked on strategic planning with many nonprofit organizations in Ottawa County, including the Community Foundation, Headstart, MAX Transit, West Coast Chamber of Commerce, and City of Holland.

Attendance Policy:

true

Why do you want to be considered for this appointment?

I have a passion for people in marginalized communities. My work at Good Samaritan Ministries helped me understand the critical role housing and appropriate services play in ending homelessness and poverty. I believe our community can become a place where freedom rings for every member of the community and would like to bring my experience to either of these commissions.

Action Request



Committee: Board of Commissioners

Meeting Date: 12/05/2023

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: Accounts Payable for October 30, 2023 through November 22, 2023

Suggested Motion:

To approve the general claims in the amount of \$15,657,671.28 as presented by the summary report for October 30, 2023 through November 22, 2023

Summary of Request:

Approve vendor payments in accordance with the Ottawa County Purchasing Policy. See attached list of vendors paid.

Financial Information:

Total Cost: \$15,657,671.28	General Fund Cost: \$1,017,124.15	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

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


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

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Finance and Administration 12/5

Summary of Request Continued:

Total CHECKS EFTs WIRES	
	Dates: October 30, 2023
	to November 22, 2023
	Total of all funds: \$15,657,671.28

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:

\$15,657,671.28

K. Karasinski

Karen Karasinski
Fiscal Services Director

11-27-23

Date

We hereby certify that the Board of Commissioners has approved the claims on Tuesday, December 12, 2023

Joe Moss, Chairperson
Board of Commissioners

Justin Roebuck
Clerk/Register of Deeds

Total CHECKS | EFTs | WIRES



Dates: October 30, 2023
to November 22, 2023

Total of all funds: \$15,657,671.28

222	MENTAL HEALTH FUND	\$3,285,201.02
703	TAX COLLECTION CUSTODIAL FUND	\$3,060,629.77
223	MENTAL HEALTH MILLAGE FUND	\$1,717,467.21
469	BLDG AUTHORITY CONST PROJ FUND	\$1,408,140.88
681	RETIREMENT BENEFITS FUND	\$1,403,947.38
675	EMPLOYEE BENEFITS FUND	\$1,104,258.77
101	GENERAL FUND	\$1,017,124.15
408	PARKS CAPITAL PROJECTS FUND	\$589,632.10
636	INNOVATION AND TECHNOLOGY FUND	\$314,401.69
106	BOARD INITIATIVES FUND	\$292,984.48
801	DRAINS SPECIAL REV FUND	\$270,132.18
100	GF IMPREST PAYROLL FUND	\$221,277.07
701	GEN CUSTODIAL FUND	\$214,168.76
401	CAPITAL PROJECTS FUND	\$167,607.04
710	DISTRICT COURT CUSTODIAL FUND	\$105,992.83
221	HEALTH FUND	\$72,734.15
292	CHILD CARE FUND	\$62,083.69
218	OTHER GOVERNMENTAL GRANTS FUND	\$58,252.73
208	PARKS AND RECREATION FUND	\$50,659.12
260	PUBLIC DEFENDERS OFFICE FUND	\$47,257.09
655	TELECOMMUNICATIONS FUND	\$42,441.84
712	CIRCUIT COURT CUSTODIAL FUND	\$33,511.81
228	LANDFILL TIPPING FEES FUND	\$17,760.81
256	REG OF DEEDS AUTOMATION FUND	\$16,665.00
711	PROBATE COURT CUSTODIAL FUND	\$14,906.74

Total CHECKS | EFTs | WIRES



Dates: October 30, 2023
to November 22, 2023

Total of all funds: \$15,657,671.28

105	DB/DC CONVERSION	\$0.00
107	INFRASTRUCTURE FUND	\$0.00
151	CEMETERY TRUST FUND	\$0.00
201	ROAD COMMISSION FUND	\$0.00
244	ECONOMIC DEVELOPMENT CORP FUND	\$0.00
262	FEDERAL FORFEITURE FUND	\$0.00
284	OPIOID SETTLEMENT FUND	\$0.00
365	PUBLIC UTILITY BOND & INT FUND	\$0.00
465	PUBLIC UTILITY CONSTRUCT FUND	\$0.00
518	DELINQUENT TAX #2 FUND	\$0.00
680	COMPENSATED ABSENCES FUND	\$0.00
714	INMATE CUSTODIAL FUND	\$0.00
721	LIBRARY PENAL FINE FUND	\$0.00
802	DRAIN REVOLVING FUND	\$0.00
804	DRAIN REVOLVING MAINT FUND	\$0.00
805	DRAINS CAPITAL PRJT FUND	\$0.00
851	DRAINS DEBT SERVICE FUND	\$0.00
871	PUBLIC UTILITY MNTCE & OPER FUND	\$0.00
872	INLAND LAKE IMPROVEMENT FUND	\$0.00

**Accounts Payable Vendor Disbursements
October 30 - November 22, 2023**

VENDOR:	AMOUNT:
STATE OF MICHIGAN	\$ 3,476,694.52
MUNICIPAL EMPLOYEES RETIREMENT SYSTEM OF MICHIGAN	\$ 1,403,168.40
GRANGER CONSTRUCTION COMPANY	\$ 1,369,717.42
PRIORITY HEALTH	\$ 1,019,474.98
HARBOR HOUSE MINISTRIES	\$ 574,890.00
APEX CONTRACTORS INC	\$ 507,421.80
BENJAMIN'S HOPE	\$ 476,802.72
HERITAGE H.O.M.E. INC.	\$ 366,000.00
MOKA CORPORATION	\$ 307,089.95
HOPE NETWORK BEHAVIORAL HEALTH SERVICES	\$ 226,621.20
GOOD SAMARITAN MINISTRIES	\$ 213,180.00
NETSMART TECHNOLOGIES INC	\$ 204,669.68
HOLLAND DEACONS CONFERENCE	\$ 200,000.00
JP MORGAN CHASE **See Appendix A	\$ 197,545.49
HOLLAND COMMUNITY HOSPITAL	\$ 189,503.54
LAKESHORE REGIONAL ENTITY	\$ 163,815.78
PINE REST CHRISTIAN MENTAL HEALTH SERVICES	\$ 156,877.76
RIVER CITY FLOORING INC	\$ 147,895.89
BEACON SPECIALIZED LIVING SERVICES INC	\$ 146,341.61
SENTINEL TECHNOLOGIES INC	\$ 129,249.01
LOCUMTENENS.COM LLC	\$ 121,591.90
LIGHTHOUSE AUTISM CENTER	\$ 111,322.48
HOPE DISCOVERY ABA SERVICES LLC	\$ 105,328.14
COMMUNITY ALLIANCE	\$ 99,679.80
PREFERRED EMPLOYMENT & LIVING SUPPORTS	\$ 96,184.21
REACH FOR RECOVERY INC	\$ 91,904.99
TURNING LEAF RESIDENTIAL REHABILITATION SVCS INC	\$ 91,463.29
CANTEEN SERVICES INC	\$ 79,904.00
WAYPOINTS	\$ 77,938.55
GRAND RAPIDS COMMUNITY COLLEGE	\$ 77,800.33
REFUNDS	\$ 75,106.61
DELTA DENTAL PLAN OF MICHIGAN	\$ 74,919.00
VITALCORE HEALTH STRATEGIES LLC	\$ 74,074.03
BEAR RIVER HEALTH	\$ 71,401.96
EMPLOYEE ASSISTANCE CENTER	\$ 60,361.08
GRAND HAVEN AREA PUBLIC SCHOOL	\$ 60,004.37
POSITIVE BEHAVIOR SUPPORTS CORPORATION	\$ 58,809.54
LUTHERAN SOCIAL SERVICES	\$ 55,948.63
CONSUMERS ENERGY COMPANY	\$ 55,135.49
WEX BANK	\$ 54,656.73
GT INDEPENDENCE	\$ 54,225.83

VENDOR:	AMOUNT:
MOMENTUM CENTER	\$ 48,466.66
AMANI LLC	\$ 47,868.96
HEWLETT-PACKARD COMPANY	\$ 47,798.50
INDIAN TRAILS CAMP INC	\$ 47,642.38
PIONEER RESOURCES INC	\$ 46,902.02
RANDALL G MEYER EXCAVATING	\$ 44,570.92
PENDOGANI GL LLC	\$ 43,003.79
RYERSON BROTHERS EXCAVATING LLC	\$ 42,298.38
ADIA LLC	\$ 41,230.00
BETHANY CHRISTIAN SERVICES OF MICHIGAN	\$ 40,635.49
DLZ MICHIGAN INC	\$ 37,455.94
ENVIRO CLEAN SERVICES INC	\$ 34,130.41
DEVELOPMENTAL ENHANCEMENT PLC	\$ 33,485.97
DELL COMPUTER CORP	\$ 33,086.00
RTH SERVICES LLC	\$ 32,981.50
EMPLOYEE REIMBURSEMENTS	\$ 32,179.07
HARBOR HUMANE SOCIETY	\$ 30,347.74
DEWPOINT INC	\$ 30,008.00
METROPOLITAN LIFE INSURANCE COMPANY	\$ 29,459.05
CENTRIA HEALTHCARE LLC	\$ 27,998.59
RESTITUTION	\$ 27,658.68
FIRST PENINSULA CONTRACTORS	\$ 27,490.50
WEB TECS INC	\$ 27,272.00
WESTERN MICHIGAN PATHOLOGY	\$ 26,200.00
PLM LAKE & LAND MANAGEMENT CORP	\$ 25,533.89
SPICER GROUP INC	\$ 25,043.63
LAND AND RESOURCE ENGINEERING	\$ 24,996.16
WEST OTTAWA PUBLIC SCHOOLS	\$ 24,708.01
SECOND STORY COUSELING	\$ 24,617.57
QUANTUM CONSTRUCTION COMPANY	\$ 23,862.60
THE SALVATION ARMY TURNING POINT PROGRAMS	\$ 23,607.46
EQUITABLE LEARNING SOLUTIONS	\$ 23,017.37
CITY OF GRAND HAVEN	\$ 20,708.31
COMMUNITY MENTAL HEALTH ASSOC OF MI	\$ 20,060.00
PARKVIEW ADULT FOSTER CARE, INC.	\$ 20,000.00
MY-CON INC	\$ 19,911.20
WESTERN MICHIGAN TREATMENT CENTER	\$ 19,302.19
HAVENWYCK HOSPITAL	\$ 19,299.00
ENG INC	\$ 18,962.63
JURORS	\$ 18,501.34
FOREST VIEW HOSPITAL	\$ 18,143.79
KNIGHT WATCH INC	\$ 18,143.57
SHI INTERNATIONAL CORP	\$ 17,946.34
KIESLER POLICE SUPPLY INC	\$ 17,891.20
SPECTRUM HEALTH HOSPITALS	\$ 17,333.09

VENDOR:	AMOUNT:
PITNEY BOWES INC	\$ 17,211.21
FLATROCK MANORS INC	\$ 16,716.44
COMMUNITY HEALING CENTERS	\$ 16,653.30
RITE OF PASSAGE INC	\$ 16,495.41
FIDLAR TECHNOLOGIES	\$ 16,350.00
GALLAGHER BENEFIT SERVICES INC	\$ 16,010.00
TRAC	\$ 15,895.14
HOLLAND BOARD OF PUBLIC WORKS	\$ 14,345.98
VONK AFC	\$ 14,279.73
ST JOHN'S HEALTH CARE PC	\$ 13,692.29
VERIZON WIRELESS SERVICES	\$ 13,433.29
STUART T WILSON CPA PC	\$ 13,028.94
OTTAWA COUNTY INFINISOURCE FLEX	\$ 12,970.10
FULL CIRCLE CARE LLC	\$ 12,945.60
ACORN HEALTH OF MICHIGAN LLC	\$ 12,448.65
FAHEY SCHULTZ BURZYCH RHODES PLC	\$ 12,081.15
AMP ELECTRIC OF WEST MICHIGAN LLC	\$ 12,079.00
DEAN CTH	\$ 11,460.19
FIDELITY SECURITY LIFE INSURANCE COMPANY	\$ 11,211.70
SAFE HARBOR CHRISTIAN COMMUNITIES	\$ 11,206.53
ROCHELLE RAWLINGS	\$ 11,163.60
EMOCHA MOBILE HEALTH INC	\$ 11,160.00
AT&T CORP	\$ 11,142.83
CARAHSOFT TECHNOLOGY CORPORATION	\$ 11,068.80
BUILDING MEN FOR LIFE	\$ 11,031.15
DAVID'S HOUSE MINISTRIES	\$ 10,926.26
LYDIA'S HOUSE	\$ 10,727.86
SEMCO ENERGY GAS COMPANY	\$ 10,581.27
ACTION CHEMICAL INC	\$ 10,572.16
ARBOR CIRCLE CORP	\$ 10,471.53
RELIANCE COMMUNITY CARE PARTNERS	\$ 10,453.40
WEST, A THOMSON REUTERS BUSINESS	\$ 10,279.89
ENRICHED LIVING	\$ 10,263.48
CHILDREN'S ADVOCACY CENTER	\$ 10,000.00
WEST MICHIGAN CRIMINAL JUSTICE TRAINING	\$ 9,530.52
HEALTHSOURCE SAGINAW INC	\$ 9,512.69
FRITS HARTGERS	\$ 9,194.29
PROTOCOL SERVICES INC	\$ 9,152.16
TIM'S TOWING	\$ 9,029.00
BRAIN TREE MANAGEMENT INC	\$ 8,932.00
VISTA IT GROUP LLC	\$ 8,574.41
ON DUTY GEAR LLC	\$ 8,539.39
LANDTECH	\$ 8,504.00
EQ THE ENVIRONMENTAL QUALITY COMPANY	\$ 8,369.92
HERNANDEZ HOME LLC	\$ 8,159.82

VENDOR:	AMOUNT:
VANVOLKINBURG BUILDERS LLC	\$ 8,157.29
MANDI MARTINI	\$ 8,124.47
HANSMA HOME	\$ 8,107.12
CHERI LYNN WYNSMA	\$ 8,104.33
HORIA NEAGOS ESQ	\$ 8,064.47
DATAEXAM LLC	\$ 8,000.00
AMY JO BRECKON	\$ 7,933.00
VERTALKA & VERTALKA INC	\$ 7,900.00
ARBOR SOLUTIONS INC	\$ 7,750.00
GIDDINGS AFC II	\$ 7,737.91
TEK84 INC	\$ 7,500.00
DICKINSON WRIGHT PLLC	\$ 7,500.00
REBOUND PHYSICAL AND OCCUPATIONAL THERAPY	\$ 7,264.68
PT SOLUTIONS INC	\$ 7,222.59
JURY SYSTEMS INCORPORATED	\$ 7,031.00
STRONG AFC	\$ 6,852.86
SCHIELE AFC	\$ 6,852.86
MACATAWA PLUMBING INC	\$ 6,825.32
NANCI LYNNE LUBINSKI	\$ 6,646.64
GIDDINGS AFC HOMES, LLC	\$ 6,629.04
AFLAC GROUP INSURANCE	\$ 6,620.53
FIRESIDE AFC HOME	\$ 6,571.11
PREIN & NEWHOF	\$ 6,556.10
ACOM SOLUTIONS INC	\$ 6,480.00
BRADLEY R JOHNSON ATTORNEY AT LAW	\$ 6,437.13
WILSON & WYNN INTERVENTIONS, PLC	\$ 6,324.96
ADVANCED ROBOT SOLUTIONS LLC	\$ 6,250.00
BARBIER LAW OFFICES PLC	\$ 6,140.00
CONSILIUUM STAFFING LLC	\$ 6,085.00
COMMUNITY LIVING SERVICES INC	\$ 6,050.00
SUCCESS CARE LLC	\$ 6,000.00
MCGILLEYS EXCAVATING LLC	\$ 5,796.00
GOPHER EXPRESS COURIER SERVICE INC	\$ 5,791.00
CRISTINA R BASMAYOR	\$ 5,767.86
GRAYSON ENTERPRISE LLC	\$ 5,767.86
HOLLAND CHARTER TOWNSHIP	\$ 5,705.74
STILLSON CTH	\$ 5,705.60
NATIONAL RESTAURANT SOLUTIONS LLC	\$ 5,654.97
OTTAWA COUNTY DEPUTIES ASSOCIATION	\$ 5,583.67
LAURA M. ESESE	\$ 5,580.00
WEST MICHIGAN SHORELINE REGIONAL DEVELOPMENT	\$ 5,500.00
MICHIGAN ASSOCIATION FOR LOCAL PUBLIC HEALTH	\$ 5,399.00
FAMILY IDEPENDENCE AGENCY STATE DIS	\$ 5,369.28
NACO	\$ 5,219.00
CITY OF HOLLAND	\$ 5,105.45

VENDOR:	AMOUNT:
SALE'S HEATING COOLING & REFRIGERATION INC	\$ 5,094.00
BETHESDA FARM	\$ 5,037.12
BUSSCHER DEVELOPMENT INC	\$ 4,926.88
MHP - HACKLEY CAMPUS	\$ 4,890.00
BUIST ELECTRIC INC	\$ 4,863.00
PORT SHELDON TOWNSHIP	\$ 4,858.60
HARBOR OAKS HOSPITAL	\$ 4,800.00
BIZSTREAM	\$ 4,710.00
CHARTER COMMUNICATIONS OPERATING LLC	\$ 4,675.02
PASSPORT LABS INC	\$ 4,666.67
GOODWILL INDUSTRIES OF WEST MICHIGAN INC	\$ 4,649.46
WORKWISE	\$ 4,550.00
MICHAEL A SPOELMAN	\$ 4,416.66
MCSA GROUP INC	\$ 4,367.00
CEDAR CREEK I AND CEDAR CREEEK II	\$ 4,201.43
IKAZE HOME	\$ 4,201.43
THE LAW OFFICE OF MARCUS T CHMIEL PLLC	\$ 4,088.69
MLIVE MEDIA GROUP	\$ 4,010.62
DAVID B KORTERING LAW OFFICE	\$ 4,000.00
GOVERNMENTAL CONSULTANT SERVICES INC	\$ 4,000.00
HUDSONVILLE PUBLIC SCHOOLS	\$ 3,900.32
APPLIED BEHAVIORAL SCIENCE INSTITUTION LLC	\$ 3,800.92
ALLEGAN COUNTY EXCAVATING SERVICES LLC	\$ 3,750.00
MICHIGAN WILDFLOWER FARM	\$ 3,686.00
JANE LOUISE PATTERSON	\$ 3,659.32
OFFICE DEPOT BUSINESS SOLUTIONS	\$ 3,651.11
BRAINS	\$ 3,570.00
MAGNET FORENSICS USA INC	\$ 3,410.00
APEX SOFTWARE	\$ 3,375.00
SCHEUERLE & ZITTA LLP	\$ 3,364.60
CITY OF ZEELAND	\$ 3,362.66
SHORELINE SERVICES INC	\$ 3,315.00
OTTAWA COUNTY DEPUTY SHERIFF ASSOCIATION	\$ 3,259.32
WATKINS PHARMACY & SURGICAL SUPPLY CO	\$ 3,254.85
PHOENIX CREMATORY SERVICE	\$ 3,225.00
SEDGWICK CLAIMS MANAGEMENT SERVICES INC	\$ 3,220.60
DIRECT SUPPLY INC	\$ 3,188.71
D.A. BLODGETT ST JOHNS	\$ 3,176.10
TOTAL COURT SERVICES	\$ 3,163.50
RAAP SIGNS	\$ 3,100.00
RELIABLE HEATING AND COOLING LLC	\$ 3,100.00
HUDSONVILLE TOWING	\$ 3,081.00
VIRIDIS DESIGN GROUP	\$ 3,076.00
SUSAN K WALSH	\$ 3,060.00
UCVIEW INC	\$ 3,030.00

VENDOR:	AMOUNT:
KAJOVID PROPERTIES LLC	\$ 3,000.00
ALLENDALE PUBLIC SCHOOLS	\$ 2,982.43
THE SMITH LAW FIRM PLLC	\$ 2,918.33
HOPE NETWORK WEST MICHIGAN	\$ 2,848.77
UPDOX LLC	\$ 2,810.70
FOX COUNSELING SERVICES LLC	\$ 2,781.81
COMMUNITY LIVING OPTIONS	\$ 2,747.82
MATTHEW BENDER & COMPANY INC	\$ 2,746.78
LANGUAGELINE SOLUTIONS	\$ 2,703.99
ANN M LABRECK ATTORNEY AT LAW PLLC	\$ 2,606.35
LAW OFFICE OF JOHN D ROACH JR PLC	\$ 2,545.16
COLEMANZ AFC	\$ 2,483.32
SUPERIOR SPORT STORE H	\$ 2,475.00
WHITE CRANE HOME AFC	\$ 2,460.47
WEST MICHIGAN TOWING	\$ 2,439.90
CASE MANAGEMENT OF MICHIGAN INC	\$ 2,342.41
SOUTHWEST AFC LLC	\$ 2,341.43
LINDA S KRAMER	\$ 2,341.43
PLATINUM LIVING LLC	\$ 2,341.43
PINE RIDGE ASSISTED LIVING FACILITY	\$ 2,341.43
DOORDASH INC	\$ 2,323.50
GRAND HAVEN CHARTER TOWNSHIP	\$ 2,295.13
LIFE EMS INC	\$ 2,223.29
LEVEL 7 PERSONAL DEVELOPMENT LLC	\$ 2,210.00
GEORGETOWN TOWNSHIP	\$ 2,195.20
CRAIG A JENISON	\$ 2,182.98
AMAZON CAPITAL SERVICES INC	\$ 2,167.61
LEXISNEXIS RISK DATA MANAGEMENT INC	\$ 2,065.00
WISEMAN ENTERPRISES INC	\$ 2,040.99
DATA WORKS PLUS LLC	\$ 2,030.52
LIFE THERAPEUTIC SOLUTIONS INC	\$ 1,994.10
MARZ TOWING	\$ 1,953.00
SHEILA DAY COUNSELING LLC	\$ 1,905.00
OAKLAND COUNTY	\$ 1,900.00
COPPER GEAR DESIGNS LLC	\$ 1,900.00
LAW OFFICE OF KEVIN B MEGLEY	\$ 1,839.19
PETERSEN RESEARCH CONSULTANTS	\$ 1,800.00
ISLAND GIRLS CRAFT COMPANY	\$ 1,750.00
CONTRACT LOGIX LLC	\$ 1,720.00
ZEELAND PUBLIC SCHOOLS	\$ 1,714.20
ROBERT L REILMAN PLC	\$ 1,708.11
GRAND HAVEN TRIBUNE	\$ 1,695.87
KERKSTRA PORTABLE RESTROOMS INC	\$ 1,675.00
REVEL	\$ 1,666.67
FALCON WOODS	\$ 1,625.00

VENDOR:	AMOUNT:
CUNNINGHAM DALMAN PC	\$ 1,615.00
ALTOGAS INC	\$ 1,600.46
RIVER CREST SPECIALTY HOSPITAL LLC	\$ 1,600.00
BORGESS MEDICAL CENTER	\$ 1,600.00
CHARLES BRYANT COVELLO	\$ 1,521.43
STAPLES CONTRACT & COMMERCIAL LLC	\$ 1,519.17
COUNTY OF OTTAWA	\$ 1,507.37
SUNSHINE PROPERTIES	\$ 1,500.00
PARK TOWNSHIP	\$ 1,482.29
WEST SHORE COUNSELING SERVICES LLC	\$ 1,426.25
3RT NETWORKS LLC	\$ 1,422.00
JEANICE DAGHER-MARGOSIAN	\$ 1,395.00
RECOVERY ROAD LLC	\$ 1,390.50
CITY OF FERRYSBURG	\$ 1,381.56
OTTAWA COUNTY SHERIFF COMMAND OFFICERS ASSOCIATION	\$ 1,370.00
TRADITIONS OF HOLLAND	\$ 1,340.00
ENTERPRISE FM TRUST	\$ 1,333.46
HOLLAND LITHO PRINTING SERVICE INC	\$ 1,302.31
MICHIGAN ASSOCIATION OF COUNTY CLERKS	\$ 1,250.00
REPUBLIC SERVICES INC	\$ 1,222.38
TITLE-CHECK LLC	\$ 1,215.00
PREST & ASSOCIATES LLC	\$ 1,200.00
WEST SHORE SPORTS AND APPAREL LLC	\$ 1,196.00
FIDELITY LANGUAGE RESOURCES LLC	\$ 1,179.36
SBC LONG DISTANCE LLC-D/B/A AT&T	\$ 1,168.24
SHORELINE SPRINKLING INC	\$ 1,144.00
ALLENDALE CHARTER TOWNSHIP	\$ 1,138.25
SCHULTZ LAND & WATER CONSULTING INC	\$ 1,125.00
ROMEYN'S SERVICE INC	\$ 1,113.00
EDWARD C SWART	\$ 1,092.50
DICK'S TOWING & RECOVERY, INC	\$ 1,077.00
TIFFANY DEBRUIN	\$ 1,072.20
GREATER OTTAWA COUNTY UNITED WAY INC	\$ 1,044.00
THE LIGHT BULB CO	\$ 1,040.25
MRG-TRANSLATIONS	\$ 1,040.00
LANGUAGES INTERNATIONAL	\$ 1,028.00
WEST MICHIGAN DOCUMENT SHREDDING LLC	\$ 1,000.00
JUSTICE WORKS LLC	\$ 1,000.00
PLUMMER'S DISPOSAL SERVICE INC	\$ 990.00
BLARNEY CASTLE OIL CO	\$ 963.13
AMY HAMMAN	\$ 960.00
TIMOTHY A SLAIS ATTORNEY AT LAW PLLC	\$ 952.23
NORTH OTTAWA COMMUNITY HOSPITAL	\$ 916.00
7TH DISTRICT COURT EAST	\$ 905.00
JOSEPH KOZAKIEWICZ	\$ 900.00

VENDOR:	AMOUNT:
MESSENGER PRINTING	\$ 849.00
SMITH & BROOKER PC	\$ 841.64
PORT CITY CAB CO	\$ 840.00
REVUE MAGAZINE	\$ 829.00
GUARDIAN ALLIANCE TECHNOLOGIES INC	\$ 816.00
ADECCO EMPLOYMENT SERVICES,ADECCO	\$ 800.65
ACCURATE ENGINEERING & MANUFACTURING LLC	\$ 791.95
WEDGWOOD CHRISTIAN SERVICES	\$ 788.21
GRTG	\$ 787.50
TRUGREEN AND ACTION PEST CONTROL	\$ 758.56
O BRIEN AND BAILS	\$ 757.06
HOLLAND TOWING LLC	\$ 756.00
KENT INTERMEDIATE SCHOOL DISTRICT	\$ 752.28
TRI-CITY TOWING SERVICE LLC	\$ 752.00
MEDIATION SERVICES	\$ 750.00
MICHIGAN ASSOCIATION OF COUNTY DRAIN COMMISSIONERS	\$ 750.00
ANSWER UNITED	\$ 721.99
WESTERN TEL-COM INC	\$ 716.00
CALDER CITY TAXI COMPANY	\$ 698.90
LINDE GAS & EQUIPMENT INC	\$ 676.63
TALLMADGE CHARTER TOWNSHIP	\$ 648.76
NORTH KENT GUIDANCE SERVICES LLC	\$ 642.10
PEAK PERFORMERS INC	\$ 641.20
TRAFFIC & SAFETY CONTROL SYSTEMS INC	\$ 640.00
ZOOM VIDEO COMMUNICATIONS INC	\$ 639.68
VILLAGE SELF STORAGE	\$ 620.00
KERKSTRA SEPTIC TANK CLEANING	\$ 615.00
BARBARA FOLEY	\$ 600.40
CRAN HILL RANCH	\$ 600.00
COMCAST SPOTLIGHT LP	\$ 598.55
MAYFIELD LAW PLLC	\$ 590.00
UNITED PARCEL SERVICE INC	\$ 565.27
PADNOS	\$ 565.02
POLKTON CHARTER TOWNSHIP	\$ 564.68
SANOFI PASTEUR INC	\$ 544.06
RUSS MENCL	\$ 525.00
WEST MICHIGAN PSYCHOLOGICAL SERVICE	\$ 518.22
LAW OFFICE OF KENNETH A PUZYCKI PLLC	\$ 510.00
MID MICHIGAN ASSOCIATION OF ASSESSING OFFICES	\$ 510.00
CHARM-TEX INC	\$ 501.60
CXTEC INC	\$ 496.62
KLAASSEN FAMILY FUNERAL HOME LLC	\$ 491.00
JULIE R VANHOOSE	\$ 490.00
CITY OF COOPERSVILLE	\$ 486.77
TYLER BUSINESS FORMS	\$ 480.27

VENDOR:	AMOUNT:
LAKESHORE LEGAL OFFICE	\$ 480.13
MOTOROLA SOLUTIONS INC	\$ 479.26
LINDA MCAFFREY	\$ 474.24
MIKA MEYERS BECKETT & JONES PLC	\$ 472.00
DAILY LIFE SKILLS INDEPENDENCE HUB LLC	\$ 471.76
ENTERPRISE ENVELOPE INC	\$ 468.70
CRIMINAL DEFENSE ATTORNEYS OF MICHIGAN	\$ 455.00
PLANET DDS LLC	\$ 450.02
MICHIGAN COMMUNITY ACTION AGENCY ASSOCIATION	\$ 450.00
PREMIER BIOTECH INC	\$ 447.63
DEX YP	\$ 441.08
MED-1 HOLLAND LLC	\$ 439.00
FERRETTY	\$ 432.00
MICHIGAN PROBATE JUDGES ASSOCIATION	\$ 425.00
JANE LONGSTREET	\$ 420.64
DEWIND WATER WELL SERV	\$ 420.00
OTTAWA COUNTY ROAD COMMISSION	\$ 417.43
MICHIGAN PUBLIC PURCHASING OFFICERS	\$ 400.00
MED-TECH SUPPORT SERVICES INC	\$ 400.00
GORDON WATER SYSTEMS	\$ 388.52
JAMESTOWN CHARTER TOWNSHIP	\$ 374.98
VILLAGE OF SPRING LAKE	\$ 365.83
OTTAWA COUNTY INSURANCE AUTHORITY	\$ 355.00
HOLLAND DROP IN CENTER	\$ 351.60
KELLY N RICE	\$ 348.12
CULLIGAN	\$ 340.54
JACO CIVIL PROCESS INC	\$ 339.35
TRIPLOG INC	\$ 336.00
SLUIS ELECTRIC	\$ 330.00
CITY OF HUDSONVILLE	\$ 329.18
CEDAR CREEK IRRIGATION LLC	\$ 317.00
U.S. POSTAL SERVICE	\$ 310.00
BLENDON TOWNSHIP	\$ 306.18
LANGELAND-STERENBERG FUNERAL HOME	\$ 300.00
PATTERSON DENTAL SUPPLY INC	\$ 300.00
DYKSTRA FUNERAL HOMES INC	\$ 300.00
LAW OFFICES OF BRENT H GREEN PLLC	\$ 300.00
ISOLVED BENEFIT SERVICES	\$ 295.53
OTTAWA COUNTY JUVENILE COURT EMPLOYEE	\$ 290.00
HOLLAND AQUATIC CENTER	\$ 288.50
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS	\$ 287.00
VARNUM LLP	\$ 287.00
PURCHASE POWER	\$ 284.23
SD INITIATIVES	\$ 280.00
SPRING LAKE BOARD OF EDUCATION	\$ 280.00

VENDOR:	AMOUNT:
JAMES C MIEDEMA	\$ 274.24
MICHIGAN GAS UTILITIES CORPORATION	\$ 264.02
LAW OFFICE OF STEPHANIE CARDENAS	\$ 250.00
JACK B LEAVER JR	\$ 250.00
THE ARC MUSKEGON	\$ 240.00
KATHERINE GRACE HARMON	\$ 234.67
INFINITY BLLING ENTERPRISES LLC	\$ 233.77
ZEELAND CHARTER TOWNSHIP	\$ 230.88
SPRING LAKE TOWNSHIP	\$ 219.11
TELE-RAD INC	\$ 202.50
CHANGE HEALTHCARE SOLUTIONS, LLC	\$ 200.00
RESILIENCE: ADVOCATES FOR ENDING VIOLENCE	\$ 200.00
SIRCHIE FINGERPRINT LABORATORIES	\$ 194.84
INTERCARE COMMUNITY HEALTH	\$ 189.11
ASSOCIATED LANGUAGE CONSULTANTS	\$ 180.00
WITNESSES	\$ 179.50
CIVIL ENGINEERS INC	\$ 174.50
OTTAWA COUNTY CENTRAL DISPATCH	\$ 170.36
DEAF AND HARD OF HEARING SERVICES	\$ 168.40
NUTRITION, HEALTH, FITNESS & SPORT GROUP LLC	\$ 165.00
BOB THE SPIDER HUNTER	\$ 165.00
HOSPITAL NETWORK HEALTHCARE SERVICES LLC	\$ 160.00
CHARLES L CLAPP	\$ 150.00
OTTAWA COUNTY EMPLOYEES ASSOCIATION	\$ 150.00
KATHRYN L BOLINGER PLLC	\$ 150.00
OTTAWA CO FOC EMPLOYEES ASSOC	\$ 145.00
ACENTEK	\$ 134.20
TERRY L GOLDBERG	\$ 129.78
THE REGENTS OF THE UNIVERSITY OF MICHIGAN	\$ 128.50
SMART SOURCE OF MICHIGAN LLC	\$ 127.99
CAMP SUNSHINE INC	\$ 125.00
GUIDEHOUSE INC	\$ 122.50
JASON D MONROE	\$ 121.65
GABRIELA CROESE	\$ 120.00
LUKAS HILL	\$ 115.10
LAVONNE VANDERZWAAG	\$ 114.06
CINTAS CORPORATION NO. 2	\$ 111.02
DONNA BUNCE	\$ 103.58
ELIZABETH EVE SCHULTZ	\$ 100.00
COMMISSIONER REIMBURSEMENTS	\$ 100.00
CDW GOVERNMENT INC	\$ 96.01
OLIVE TOWNSHIP	\$ 95.00
NACPRO	\$ 90.00
CHRISTIAN KLEINJANS	\$ 86.56
COPY-TECH INC	\$ 79.44

VENDOR:	AMOUNT:
LARRY D JACKSON	\$ 72.75
COOPERSVILLE AREA DISTRICT LIBRARY	\$ 71.79
KYLE PARCHER	\$ 71.44
BOBELDYK & ASSOCIATES INC	\$ 69.64
DAVID PARNIN	\$ 62.27
STEVEN LEO BARNES	\$ 62.27
TERRY D BLANCHARD	\$ 61.86
FIRE PROS LLC	\$ 61.00
WEST MICHIGAN UNIFORM INC	\$ 60.00
DOUG ZYLSTRA	\$ 59.65
AIRGAS USA LLC	\$ 56.72
GRAND RAPIDS BAR ASSOCIATION	\$ 52.50
LUCIA EBEL	\$ 52.00
RONALD FRANTZ	\$ 50.48
INTEGRITY BUSINESS SOLUTIONS	\$ 49.80
GARY A ROSEMA	\$ 47.86
ELECTRIC EYE INVESTIGATIONS LLC	\$ 45.60
STEVEN SAVAGE	\$ 45.24
RICHARD MATZEN	\$ 43.49
ERIC JOHNSON	\$ 40.00
GFL ENVIRONMENTAL SERVICES USA INC	\$ 39.58
ABSOPURE WATER COMPANY	\$ 31.50
THE UPS STORE #0925	\$ 30.04
PLANTENGA'S CLEANERS	\$ 22.79
ROBIN'S ROSEBUD TRANSPORTATION	\$ 22.00
CROCKERY TOWNSHIP	\$ 21.67
EARTEK SERVICES	\$ 16.25
Grand Total	\$ 15,657,671.28

*** Appendix A: JP Morgan Chase
Purchasing Card Transactions: October**

VENDOR:	AMOUNT:
AMAZON	\$ 43,378.00
PAYPAL	\$ 7,595.47
CDW GOVERNMENT INC	\$ 5,413.24
BOYNE USA INC	\$ 5,207.96
ODP BUSINESS SOLUTIO	\$ 4,875.91
VISTAPRINT	\$ 4,845.43
COMMUNITY PRODUCTS	\$ 3,862.50
PATTEN MONUMENT CO	\$ 3,598.81
DELL COMPUTER CORP	\$ 3,470.13
RYCENGA BUILDING	\$ 3,398.83
JOHNSON'S WORKBENCH-	\$ 3,391.00
STANDALE INTERIORS	\$ 2,996.13
THE CHANGE COMPANIES	\$ 2,719.76
GRAINGER INC	\$ 2,679.99
MENARD INC	\$ 2,640.32
CORRECTIONAL COUNSEL	\$ 2,578.50
SP PITTSBURGH SPRAY	\$ 2,484.00
SP CLOUD CITY DRONES	\$ 2,455.00
CRYSTAL ENTERPRISES	\$ 2,348.34
FACEBOOK	\$ 2,288.51
THE HOME DEPOT	\$ 2,180.19
BESTBUY.COM	\$ 2,159.94
SUPPLYHOUSE.COM	\$ 2,098.07
MOUNTAIN GRD LODGE	\$ 2,070.78
D BAKER & SON LUMBER	\$ 1,951.50
ETNA DISTRIBUTORS LL	\$ 1,938.52
JRBADGES	\$ 1,910.00
MICHIGAN, STATE OF	\$ 1,887.80
D AND S NORTH LLC	\$ 1,870.00
PEARSON EDUCATIO	\$ 1,764.31
MUSKEGON COUNTY	\$ 1,601.00
INTEGRITY BUSINESS	\$ 1,571.99
WOODLAND COMMERCIAL	\$ 1,441.87
ACTION CHEMICAL	\$ 1,400.00
TOMMY'S EXPRESS LLC	\$ 1,331.98
SJS PARTNERSHIP	\$ 1,290.79
LANSING SANITARY SUP	\$ 1,277.00
TRINIDAD RESORT & CL	\$ 1,230.00
GEMMENS INC	\$ 1,226.13
WALMART STORES INC	\$ 1,225.47
NRPA HOUSING	\$ 1,208.07

VENDOR:	AMOUNT:
CRISIS PREVENTION IN	\$ 1,199.60
HOLIDAY INNS	\$ 1,139.68
STAPLES INC	\$ 1,111.42
JJ OF GR INC	\$ 1,093.98
TRACTOR SUPPLY	\$ 1,072.85
MEIJER	\$ 1,031.81
KNOX ASSOCIATES INC	\$ 1,020.00
GRACIE GLOBAL LLC	\$ 995.00
PFC PRODUCTS	\$ 968.00
GRAPHIX SIGNS & EMBR	\$ 940.09
GOOGLE	\$ 909.82
GLOBAL INDUSTRIAL	\$ 894.97
INTUIT INC	\$ 881.61
WEST MICHIGAN POWER	\$ 874.47
BOB BARKER COMPANY	\$ 852.18
CNS VITAL SIGNS	\$ 850.00
PSYCHOLOGICAL ASSESS	\$ 822.00
HARBOR FREIGHT TOOLS	\$ 783.46
TRIGO BREAD COMPANY	\$ 782.96
T&N ACQUISTITION COM	\$ 774.99
GFS MKTPLC	\$ 762.77
WEST MICHIGAN POSTAL	\$ 739.20
TELE-RAD INC	\$ 726.60
EB *TEDXMACATAWA 201	\$ 691.60
TCS HOLDING COMPANY	\$ 666.00
HOME2 SUITES BY HILT	\$ 665.00
SQ	\$ 628.80
RVA INC	\$ 600.00
LIVONIA HOSPITALITY	\$ 579.14
SP SERCOMM USA INC -	\$ 575.00
USA BAYSHORE MANAGEM	\$ 562.80
LEXISNEXIS	\$ 550.00
GRAND RAPIDS GLASS L	\$ 546.63
CENTRAL MI INNS	\$ 545.70
CARLETON EQUIPMENT C	\$ 541.01
ASSOCIATION OF PUBLI	\$ 539.00
SP * MHS: MULTI HEAL	\$ 514.00
TONERBUZZ.COM	\$ 505.00
MACATAWA AREA EXPRES	\$ 500.00
CBI*NITRO PDF	\$ 492.15
STATE BAR OF MICHIGA	\$ 465.38
QUALITY LOGO PRODUCT	\$ 464.21
J&B MEDICAL SUPPLY	\$ 463.57
COCHRANE SUPPLY AND	\$ 456.54
GRAND TRAVERSE RESOR	\$ 440.85

VENDOR:	AMOUNT:
KOLBE CORP	\$ 440.00
METRO INSTITUTE INC	\$ 440.00
VITALITY MEDICAL INC	\$ 435.96
TRAVRES*HOTEL RESERV	\$ 428.64
MARRIOTT	\$ 423.68
ACADEMIC CHURCH &	\$ 402.00
IPRINT TECHNOLOGIES	\$ 398.00
COSTAR REALTY INFORM	\$ 395.00
LOWE'S HOME CENTERS	\$ 391.89
SPRINGHILL SUITES	\$ 370.64
TWO CUPS COFFEE CO	\$ 361.28
BITLY.COM	\$ 348.00
REGENTS OF THE UNIVE	\$ 348.00
DROPBOX	\$ 329.67
FRONTIER	\$ 326.96
BIO COMPANY INC	\$ 317.47
DOLCE INTERNATIONAL	\$ 315.00
DEVRIES PHOTOGRAPHY	\$ 313.60
CANVA	\$ 300.00
PINMART INC	\$ 299.50
TEC*X05348500101	\$ 290.00
SCHOOL HEALTH CORP	\$ 288.96
K-LOG INC.	\$ 286.12
GREAT WOLF RESORTS I	\$ 283.65
SYMBOLARTS LLC	\$ 283.49
EMERGENCY MEDICAL	\$ 280.70
FTP TODAY	\$ 275.00
HILTON GARDEN INN	\$ 270.90
ENGINEERING SUPPLY	\$ 261.75
KWM ACQUISITION LLC	\$ 257.98
WWW.DETROITHOLSTER.C	\$ 250.35
TRADEPRESSMEDIAGRPEV	\$ 249.00
GERALD R FORD INTNL	\$ 241.00
THE WOODEN SHOE	\$ 232.73
CAESARS HOTEL AND CA	\$ 232.43
PITNEY BOWES INC	\$ 224.08
ADVANCE STORES COMPA	\$ 223.09
MCKESSON MEDICAL	\$ 212.98
SHERWIN-WILLIAMS CO	\$ 207.17
INDEED JOBS	\$ 199.33
REPCOLITE PAINTS	\$ 185.30
DOMINO'S 1253	\$ 181.81
SAFER SOCIETY FOUNDA	\$ 180.00
THE UPS STORE #4002	\$ 170.66
AUTOZONE	\$ 169.98

VENDOR:	AMOUNT:
STICKER MULE	\$ 168.50
THRIFT BOOKS GLOBAL	\$ 167.50
GEORGETOWN ANIMAL HO	\$ 166.30
KERKSTRA PORTABLE	\$ 165.00
ALLISONHOUSE LLC	\$ 164.89
BLUE 360 MEDIA	\$ 159.12
JASON REDMAN	\$ 157.83
CHOW HOUND #9	\$ 153.17
THINKIFIC.COM	\$ 149.00
POTBELLY	\$ 144.23
BAYMONT INN & SUITES	\$ 144.00
SIGNS NOW HOLLAND	\$ 143.30
DRI*ADD-IN EXPRESS L	\$ 139.93
MICHIGAN GREEN INDUS	\$ 138.00
UNITED PARCEL SERVIC	\$ 137.72
MOBILEX USA	\$ 130.00
SPECTRUM	\$ 129.73
COMFORT CONTROL SUPP	\$ 120.92
KENDALL ELECTRIC	\$ 119.91
VOSS LIGHTING	\$ 117.00
CLASH GRAPHICS	\$ 113.89
REV.COM INC	\$ 111.00
CHARTER COMMUNICATIO	\$ 105.00
JERSEY MIKES 31038	\$ 103.92
WEBMLIVE.COM PYMT	\$ 100.00
MICHIGAN WATER ENVIR	\$ 95.00
VANWIEREN HARDWARE I	\$ 94.35
MARCOS PIZZA #1142	\$ 92.00
PORT SHELDON BP	\$ 89.40
TOUCH OF CLASS AUTO	\$ 88.80
CRICKET MAGAZINE	\$ 87.80
COMMUNITY MENTAL HEA	\$ 85.00
CHAMBER OF COMMERCE	\$ 80.00
PIRATE SHIP POSTAGE	\$ 79.74
AIRGASS NORTH	\$ 70.34
NATIONAL RECREATION	\$ 70.00
FAMILY FARE	\$ 63.06
VOLGISTICS INC	\$ 63.00
LANSING COMMUNITY CO	\$ 60.00
CSTE	\$ 60.00
WEST MICHIGAN DOCU	\$ 56.00
GORDON WATER SYSTEMS	\$ 55.78
LANGUAGE LINE SERVIC	\$ 55.30
GIVE EM A BRAKE SAFE	\$ 52.95
THE WEBSTAUANT STOR	\$ 51.96

VENDOR:	AMOUNT:
NATIA	\$ 50.00
THE WEEK JUNIOR	\$ 49.95
ADOBE SYSTEMS INC.	\$ 46.73
MICHIGAN STATE	\$ 45.00
MPC INVESTMENT LLC	\$ 44.01
GREANLEAF HOSPITALIT	\$ 43.00
GRAND RAPIDS CITY OF	\$ 42.00
THE MANDT SYSTEM INC	\$ 42.00
MARATHON PETROLEUM C	\$ 40.00
NOUNPROJECT.COM	\$ 39.99
KAAT'S WATER COND	\$ 39.20
ELLIS PARKING	\$ 38.50
MANCINO'S OF GRAND H	\$ 36.99
LYFT	\$ 35.88
AMERICANALLIEDHEALTH	\$ 32.00
HOLLAND BOARD OF PUB	\$ 31.00
MICROSOFT CORP	\$ 30.00
PARKING EP/PS	\$ 30.00
WALGREENS #3349	\$ 25.98
PRECISION ROLLER	\$ 25.40
INSTITUTE FOR HEALTH	\$ 25.00
MARATHON PETRO	\$ 25.00
BLUE SKYS APP	\$ 24.99
SCULLY PLANNER	\$ 23.45
FARM & FLEET HOLLAND	\$ 21.99
APPLE INC	\$ 21.19
SOUTHWEST AIRLINES	\$ 20.01
MAILCHIMP	\$ 20.00
MICHIGAN WEST COAST	\$ 20.00
FLOYDS TIRE & AUTO R	\$ 20.00
CULVERS OF ALLENDALE	\$ 19.58
ZOOM VIDEO COMMUNICA	\$ 15.99
GOTPRINT.COM	\$ 14.66
58TH DISTRICT COURT	\$ 12.52
BOYS & GIRLS CLUB H	\$ 10.53
GANNETT NEWSRPRR CN	\$ 9.99
EVENTBRITE.COM ORG F	\$ 9.99
LIBIB.COM	\$ 9.00
DOLRTREE	\$ 8.08
NPDB NPDB-HIPDB.HRSA	\$ 7.50
SPRING LAKE ACE HARD	\$ 6.34
FLINT DDA PARKING ME	\$ 5.00
REMARKABLE	\$ 2.99
AMAZON WEB SERVICES	\$ 1.00
JERSEY MIKES ONLINE	\$ -

VENDOR:	AMOUNT:
SI FOR KIDS MAG	\$ (1.56)
USA*TECH-E-COMMERCE	\$ (8.10)
CROWN SEATING LLC	\$ (75.00)
B & H FOTO & ELECTRO	\$ (83.94)
SP * AED MARKET	\$ (130.00)
GRAND HOTEL	\$ (165.51)
ACCESSFORALLCONFEREN	\$ (225.00)
LAW ENFORCEMENT RISK	\$ (295.00)
BUDGET RENT A CAR SY	\$ (450.00)
DISPUTE CREDIT	\$ (450.00)
Grand Total	\$ 197,545.49

Action Request

Electronic Submission – Contract # 2161



Committee: BOARD OF COMMISSIONERS
Meeting Date: 12/12/2023
Vendor/3rd Party: KENT COUNTY
Requesting Department: DEPARTMENT OF STRATEGIC IMPACT
Submitted By: BECKY HUTTENGA
Agenda Item: AGREEMENT FOR PROGRAM SERVICES WITH KENT COUNTY

Suggested Motion:

To approve an Agreement for Program Services with Kent County to undertake the grant tasks defined for the Land Transfer Navigators program.

Summary of Request:

To help build the capacity of agricultural land protection entities to assist landowners with transfer and succession in a way that keeps farmland in farming and creates new land access opportunities for next generation producers, American Farmland Trust (AFT), in partnership with USDA-NRCS, has launched the Land Transfer Navigator (LTN) program. To support retiring landowners and the next generation of farmers and ranchers, the program will grow the capacity and skills of agricultural land protection professionals (Navigators) from across the country to dramatically increase the transfer of farm and ranch lands to the next generation of farmers and ranchers.

Eligible entities for LTN include Purchase of Development Rights programs from across the U.S. that hold easements on land protected through USDA's Farm and Ranch Lands Protection Program (FRPP), the predecessor program to the Agricultural Conservation Easement Program-Agricultural Land Easements (ACEP-ALE). Kent County is an eligible entity, but lacks the programmatic capacity to execute the grants tasks. Conversely, Ottawa County is not an eligible entity (because we only hold ACEP easements, not FRPP easements), but we do have the programmatic capacity to perform the grant work. Kent and Ottawa Counties made a proposal to AFT: for Kent to accept the grant agreement as an eligible entity and pass the funds through to Ottawa County, who would perform the grant tasks. AFT approved this arrangement, so the Agreement for Program Services between Kent and Ottawa Counties was developed and is before you today for approval.

The LTN grant awards \$104,200 over 4 years to complete the grant tasks shown in Exhibit A of the Agreement and requires a total of \$52,000 of matching funds, over those 4 years. Exhibit B shows a projection of the potential match funds and sources, which can be in the form of in-kind match personnel time that is currently budgeted for. The Department of Strategic Impact also has funds budgeted that could be used in the event of cash match needs, as noted in Exhibit B. A budget adjustment for the \$104,200 is in the approval process.

The Service Agreement signed by Kent County is expected by December 7, 2023, in time for inclusion with the packet for the full board.

Financial Information:

Total Cost: \$156,200.00	General Fund Cost: \$52,000.00	Included in Budget: Yes
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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:  12/1/2023 11:19:10 AM

Committee/Governing/Advisory Board Approval Date: 12/5/2023

AGREEMENT FOR PROGRAM MANAGEMENT SERVICES

This agreement (hereafter "Agreement") is made as of _____, 2023, by and between the **COUNTY of OTTAWA**, whose address 12220 Fillmore Street, West Olive, MI 49460 (hereafter "Ottawa") and the **COUNTY of KENT**, whose address is 300 Monroe Avenue NW, Grand Rapids, MI 49503 (hereafter "Kent"), with reference to the following facts and circumstances:

Recitals

- A. **WHEREAS** Kent has entered into a Memorandum of Understanding with the American Farmland Trust (AFT) to accept funding for activities to support transfer and access on agricultural lands as described in Exhibit A; and
- B. **WHEREAS** Kent does not have staff available to conduct these activities, and desires to pass such funding through to Ottawa and to engage Ottawa to execute such activities; and
- C. **WHEREAS** Ottawa has the capacity to provide program management services to Kent for these activities, which also support current programmatic goals identified by and for Ottawa; and
- D. **WHEREAS** 1951 P.A. 35 authorizes intergovernmental contracts between municipal corporations; and
- E. **WHEREAS** 1967 P.A. 7 provides for interlocal public agency agreements.

NOW, THEREFORE, in consideration of the mutual promises and representations, set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Ottawa and Kent agree as follows:

- 1. **Services:** In order to achieve the goals and deliverables set forth in Exhibit A, Ottawa accepts all stated responsibilities (Section 2, Exhibit A) to produce the work product(s) (Section 8, Exhibit A) identified therein on behalf of Kent, unless otherwise modified in accordance with Section 1 of Exhibit A.
- 2. **Modification:** This Agreement shall at all times be consistent with and reflect the terms of Exhibit A. Any modifications to Exhibit A agreed upon in writing by Kent and AFT will also require a mutual written agreement between Kent and Ottawa per Section 8C of this Agreement to be enforceable under this Agreement.
- 3. **Compensation and Matching Funds:** Kent agrees to make payment of all compensation stated under Sections 5 and 6 of Exhibit A to Ottawa within 30 days of receipt of such funds. Ottawa further agrees to generate and document matching funds in accordance with Section 7 of Exhibit A and in form substantially similar to Exhibit B.
- 4. **Accounting:** To facilitate the purposes of this Agreement, both parties authorize Kent to document the transfer of funds under this Agreement and otherwise prescribe the accounting and auditing requirements for fulfilling the purposes of this Agreement.

5. **Independent Contractor:** At all times and for all purposes under this Agreement, the relationship of Ottawa and Kent shall be that of an independent contractor.
6. **Indemnification and Hold Harmless:** Each party shall indemnify and hold the other party harmless from claims, which are the result of an alleged error, mistake, negligence or intentional act or omission of the other party, its officers, employees, agents and assigns.
7. **Term:** This agreement is effective as of the date first appearing above and shall remain in effect until no later than October 31, 2027 or as modified between Kent and American Farmland Trust per Section 1 of Exhibit A.
8. **Miscellaneous:**
 - A. **Section Headings.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
 - B. **Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
 - C. **Entire Agreement and Amendment.** In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.
 - D. **Successors and Assigns.** All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
 - E. **Terms and Conditions.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.
 - F. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

In witness whereof the parties have executed this Agreement as of the effective date set forth herein.

County of Kent:

By: _____

Its: _____

By: _____

Its: _____

County of Ottawa

By: _____
Joe Moss, Chairperson

By: _____
Justin F. Roebuck, County Clerk



Land Transfer Navigators Program Supporting Transfer and Access on Agricultural Lands MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") dated **October 16, 2023**, sets forth the mutual understanding between American Farmland Trust, a District of Columbia nonprofit corporation having an address at 1150 Connecticut Avenue NW, Suite 600, Washington, DC 20036 ("AFT"), and County of Kent ("Navigator").

AFT is initiating this MOU as part of its [Land Transfer Navigators Program](#). This MOU establishes a framework for cooperation and collaboration.

1. Term

The term of this MOU shall be from November 1, 2023, to October 31, 2024. The term of the MOU shall automatically renew on an annual basis unless either party provides written notice of termination by October 31 of any year during the then current term of the MOU, provided however that in no event shall this MOU automatically renew after October 31, 2027. On an annual basis, AFT and the Navigator organization will review the Deliverables Information Checklist (listed below) to ensure the deliverables have been met. AFT may choose not to renew the MOU if deliverables have not been met and may terminate the MOU with prior written notice to the Navigator should the Navigator otherwise fail to abide by the terms of this MOU. The Navigator organization may notify AFT at the end of any year that it is unable or uninterested in continuing to serve as a Navigator, in which case this MOU shall be terminated.

2. Responsibilities of Navigator Organizations

During the term of this agreement, selected Navigator organizations will:

- Commit to participate in the *Land Transfer Navigator Program* for four years beginning November 2023 and ending October 2027 (subject to the termination provisions above).
- Dedicate participating staff to attend all training and networking activities that include:
 - A virtual kick-off meeting on November 14, 2023, from 1:00 – 3:00 p.m. EDT.
 - A 2-3-day in-person training held annually. The first is scheduled for January 29 – 31, 2024 in Savannah, Georgia. As a national program, the training location will move from year to year.
 - Up to 10, 2-hour virtual engagements annually for additional training, networking, and peer-to-peer learning.
- Develop a *Land Transfer Navigator Action Plan* describing actions the entity and participating staff will take to promote farm and ranch transfer and succession strategies with producers and landowners, including land access opportunities for next generation farmers and ranchers.
- Deliver information, direct technical assistance, and/or coaching to 120 farmers, ranchers and/or landowners over four years in support of the program goal to increase the transfer of farm and ranch land to the next generation of producers. This number can include people with whom the organization is already working to support.
- Participate in all program evaluation components. The evaluation will include Action Plan check-ins, pre- and post-training surveys throughout the course of the project, as well as participation in interview sessions with AFT program staff and consultants.



Land Transfer Navigators Program Supporting Transfer and Access on Agricultural Lands MEMORANDUM OF UNDERSTANDING

Please see the “Deliverables Information Checklist” on page 4 for more information.

4. Participating Staff Contact Information

Please identify the primary staff member who will participate in all program components. If the individual affiliated with the completion of this project within the Navigator organization is no longer able to complete the required deliverables, the organization will identify a successor within the organization to take on the responsibilities of the MOU.

Primary Individual Affiliated with Navigator Deliverables: _____ [STAFF NAME]

5. Compensation

Navigator organizations will receive \$25,000 per year for four years (\$100,000 total) for activities listed in #2 above, “Responsibilities of Navigators”. The yearly compensation will be paid in two equal amounts. During the term of this MOU, the first annual payment will be made within 60 days of November 1 and the second payment will be processed on May 15 of each year provided Navigator organization has completed, or is making progress towards completion, of the Deliverables and the in-kind match requirements on a timely basis.

Funding for this project is provided through USDA and this Agreement is subject to availability of funds from USDA. A federal government shutdown may result in a delay in AFT’s ability to disburse grant funds on the schedule above. In such event, disbursement will be made when funds become available.

Navigator organizations shall be solely responsible for paying such federal, state and local income, social security, withholding or other taxes, assessments or contributions required in connection with these payments.

Compensation is per organization and not per staff member participating. Organizations wishing to divide Navigator responsibilities among multiple staff will be permitted to do so with prior approval from AFT. Additional staff participation beyond the awarded amount to the Navigator organization will be at the expense of the organization; however, additional staff participation will count toward the organization’s match requirement and is welcomed for all virtual trainings. (See 7. In-Kind Match for more information)

Navigators will be required to complete all deliverables contained in the Deliverables Information Checklist.

6. Travel Reimbursement

In addition to the \$25,000-year award, each entity is allotted a travel budget of \$4,200 total **to use during the four years of program participation** for travel-related expenses. Expenses may include travel to the annual in-person training or any activities listed in the Navigator’s Action Plan, including direct technical assistance to farmers and landowners or engagement with other peer professionals. Hotel accommodation and food, once at the annual in-person meeting, will be provided by AFT.



Land Transfer Navigators Program Supporting Transfer and Access on Agricultural Lands MEMORANDUM OF UNDERSTANDING

Please note, that payment of travel funds will be reimbursed to the Navigator organization by AFT, unless otherwise pre-arranged. Reimbursement is dependent on proper expense tracking and submission of receipts.

Additional staff (those not designated as primary staff in this MOU) may be permitted to attend the in-person training at the expense of the partnering organization, pending space availability and advance approval from AFT.

7. In-kind match

Awarded entities must provide documentation of an in-kind match totaling \$52,000 over the course of the four-year program (see Deliverables Information Checklist below). The in-kind match includes activities conducted by the Navigator organization beyond the annual award or travel reimbursement. Projected eligible activities must be documented in the Action Plan and reviewed annually with AFT.

- *Examples of activities that qualify for the match include but are not limited to:*
 - Staff time on Land Transfer Navigator program activities
 - Expenses affiliated with hosting a relevant workshop for farmers and landowners (e.g., printing, mileage, supplies, catering, meeting room rental)
 - Speaker or consultant fees to enlist an outside expert
 - Additional mileage to travel to meetings with farmers and landowners
 - Fees for participation in an event at which project goals identified in the Action Plan are promoted
 - Additional staff participation in Land Transfer Navigator training and networking events
 - Costs associated with the purchase or donation of a conservation easement on agricultural land that is supporting a land transfer (excluding those costs covered through federal funds)
- Federal funding sources DO NOT qualify as part of the in-kind match.

8. Work Product

AFT and Navigators may duplicate and distribute copies of any and all written, electronic, audio, and visual materials produced by AFT in the performance of this MOU. However, all written work, data, analysis, reports, graphics, documentation, and materials generated by AFT pursuant to this MOU (collectively, the "Work Product") shall be the sole and exclusive property of AFT, and all original documents, exhibits, samples or other materials provided by AFT to the Navigator in connection with the services provided under this MOU shall remain the property of AFT and shall be returned to AFT immediately upon request.



Land Transfer Navigators Program Supporting Transfer and Access on Agricultural Lands MEMORANDUM OF UNDERSTANDING

Deliverables Information Checklist

Upon Annual review, met deliverables will be checked and signed off by both organizations.

Year	Deliverables	Deliverables complete
Year 1 10/1/23 – 9/30/24	<ul style="list-style-type: none"> <input type="checkbox"/> Return signed MOU and W9 (October 2023) <input type="checkbox"/> Name staff to be Navigator contact (October 2023) <input type="checkbox"/> Complete pre-training survey (November 2023) <input type="checkbox"/> Attend virtual kick-off meeting (November 2023) <input type="checkbox"/> Attend in-person training anticipated for 2-3 days (January 2024) <input type="checkbox"/> Develop and submit a Navigator Action Plan that identifies goals and activities that Navigator Organization plans to pursue over the life of the MOU, including engagement of 120 producers and/or landowners (March 15, 2024) <input type="checkbox"/> Attend up to 10, two-hour virtual engagement activities, such as training and networking events (November 2023 – October 2024) <input type="checkbox"/> Participate in online community discussions & networking platform (Ongoing) <input type="checkbox"/> Complete post-training survey and end-of-year evaluation(s) and provide feedback (ongoing) <input checked="" type="checkbox"/> Submit completed reporting template (March 15, September 15) <input type="checkbox"/> Submit travel stipend request (within 30 days after travel) <input type="checkbox"/> Submit annual in-kind match tracking (October 15) <input type="checkbox"/> Provide coaching and/or training to farmers, ranchers, and agricultural landowners. (Ongoing) 	AFT _____ Navigator _____
Year 2 10/1/24 – 9/30/25	<ul style="list-style-type: none"> <input type="checkbox"/> Submit updated Navigator Action Plan (October 2024) <input type="checkbox"/> Attend in-person training (January or February 2025) <input type="checkbox"/> Attend up to 10, two-hour virtual engagement activities, such as training and networking events (November 2024 – October 2025) <input type="checkbox"/> Participate in online community discussions & networking platform (Ongoing) <input type="checkbox"/> Complete program evaluation(s) and provide feedback (Ongoing) <input checked="" type="checkbox"/> Submit completed reporting template (March 15, September 15) <input type="checkbox"/> Submit travel stipend report (within 30 days after travel) <input type="checkbox"/> Submit annual in-kind match tracking (October 15) <input type="checkbox"/> Provide coaching and/or training to farmers, ranchers, and agricultural landowners. (Ongoing) 	AFT _____ Navigator _____
Year 3 10/1/25 – 9/30/26	<ul style="list-style-type: none"> <input type="checkbox"/> Submit updated Navigator Action Plan (October 2025) <input type="checkbox"/> Attend in-person training (January or February 2026) 	AFT _____



Land Transfer Navigators Program Supporting Transfer and Access on Agricultural Lands MEMORANDUM OF UNDERSTANDING

Year	Deliverables	Deliverables complete
	<ul style="list-style-type: none"> <input type="checkbox"/> Attend up to 10, two-hour virtual engagement activities, such as training and networking events (November 2025 – October 2026) <input type="checkbox"/> Participate in online community discussions & networking platform (Ongoing) <input type="checkbox"/> Complete program evaluation(s) and provide feedback (Ongoing) <input checked="" type="checkbox"/> Submit completed reporting template (March 15, September 15) <input type="checkbox"/> Submit travel stipend report (within 30 days after travel) <input type="checkbox"/> Submit annual in-kind match tracking (October 15) <input type="checkbox"/> Provide coaching and/or training to farmers, ranchers, and agricultural landowners. (Ongoing) 	Navigator _____
Year 4 10/1/26 – 9/30/27	<ul style="list-style-type: none"> <input type="checkbox"/> Submit updated Navigator Action Plan (October 2026) <input type="checkbox"/> Attend in-person training (January or February 2027) <input type="checkbox"/> Attend up to 10, two-hour virtual engagement activities, such as training and networking events (November 2026 – October 2027) <input type="checkbox"/> Participate in online community discussions & networking platform (Ongoing) <input type="checkbox"/> Complete program evaluation(s) and provide ongoing feedback <input checked="" type="checkbox"/> Submit completed reporting template (March 15, September 15) <input type="checkbox"/> Submit travel stipend report (within 30 days after travel) <input type="checkbox"/> Submit annual in-kind match tracking (October 15) <input type="checkbox"/> Provide coaching and/or training to farmers, ranchers, and agricultural landowners. (Ongoing) 	AFT _____ Navigator _____

This agreement may be amended in writing by mutual agreement of the parties.

County of Kent

American Farmland Trust

Signed: _____

Name:

Title:

Date:

Name: Erica Goodman

Title: Farms for a New Generation Director

Date: October 15, 2023

Exhibit B

Matching Funds Projection and Form

Source of Match	2023	2024	2025	2026	2027	Total
<i>*Required match</i>	<i>\$1,000</i>	<i>\$13,000</i>	<i>\$13,000</i>	<i>\$13,000</i>	<i>\$12,000</i>	<i>\$52,000</i>
Personnel (in-kind?)	\$1,000.28	\$10,067.29	\$10,279.16	\$10,495.65	\$10,716.85	\$42,559
Workshop Expenses		\$2,033.00	\$2,221.00	\$1,800.00	\$783.00	\$6,837
Excess Mileage						\$0
Event Fees		\$500.00	\$500.00	\$500.00	\$500.00	\$2,000
Training/networking		\$400.00		\$204.00		\$604
Easement Acquisition						\$0
Remaining	(\$0)	(\$0)	(\$0)	\$0	\$0	(\$0)

*with the exception of in-kind personnel support costs, the providing matching funds are already included in the DSI's FY24 budget under a recurring budgeted annual line-item titled economic development activities (\$25k)



Land Transfer Navigator Program
Supporting Transfer and Access on Agricultural Lands
> GRANT GUIDELINES <

PURPOSE AND OVERVIEW

As the average age of farmers, ranchers, and agricultural landowners continues to rise, the working land they steward is at a moment of seismic transition. An estimated 40% of agricultural land is projected to change hands by 2035, and this point of ownership transfer is when agricultural land is most vulnerable to development. Farm and ranch transfers are complicated and take specific skills and knowledge to navigate; this is especially true for the increasing number of farm and ranch transfers that are not to family relatives, but to unrelated younger and more diverse producers. Successful land transfers are implemented over time, by building relationships within families and between diverse land seekers and landowners.

Agricultural land trusts, public Purchase of Agricultural Conservation Easement (PACE) programs, and other entities can play an important role in helping landowners navigate farm transfer and succession in a way that keeps farmland in farming and creates new land access opportunities for next generation producers. To help build the capacity of agricultural land protection entities to assist landowners in this way, American Farmland Trust (AFT), in partnership with USDA-NRCS, has launched the [Land Transfer Navigator](#) program. To support retiring landowners *and* the next generation of farmers and ranchers, the program will grow the capacity and skills of agricultural land protection professionals (**Navigators**) from across the country to dramatically increase the transfer of farm and ranch lands to the next generation of farmers and ranchers.

In addition to building a cohort of Navigators within the agricultural land protection community, this program will:

- Build regional networks of service providers including attorneys, appraisers, real estate agents, land trusts, financial planners, and lenders to help move the transfer of land forward.
- Provide farmers, ranchers, and landowners microgrants to implement land transfer plans.
- Create an online Farm and Ranch Transfer Resource Hub, a one-stop shop of online resources to help owners transfer their land to new producers, available through the Farmland Information Center.
- Create a national Farm Link Finder with an inventory of existing programs
- Highlight the role of agricultural conservation easements in the transfer process.
- Elevate farm and ranch transfer stories to support people navigating the process.

Beginning in 2024 and concluding in September 2027, AFT will provide Navigators with training, skill development, and peer-to-peer learning along with technical and financial assistance so they may:

- Assist farmers, ranchers, and landowners in planning their future and the future of the land they steward and addressing their specific needs at critical transition points. By providing coaching and technical assistance to those who are considering transfer options or beginning the transfer

process, Navigators can help to mitigate agricultural land loss and keep agricultural land in agriculture.

- Support a diverse, new generation of farmers and ranchers looking to gain access to land by facilitating connections between landowners and land seekers.
- Engage in impact measurement and outreach to evaluate and promote the work.

For the full program timeline see Appendix A.

ELIGIBLE APPLICANTS & AWARD AMOUNT

AFT seeks applications from land trusts, public PACE programs (state or county), and other entities from across the U.S. that hold easements on land protected through USDA’s Farm and Ranch Lands Protection Program (FRPP), the predecessor program to the Agricultural Conservation Easement Program-Agricultural Land Easements (ACEP-ALE). According to the list of FRPP easement holders provided to us by NRCS, your organization holds at least one FRPP-funded easement.

Entities must be interested in working with landowners and producers to encourage farm and ranch transfers, succession planning, and land access. With input on broader program goals from USDA-NRCS and a National Advisory Committee, AFT has developed Navigator criteria and will select 35 eligible entities to participate. Collectively, entities will represent geographic and demographic diversity.

This is a competitive application process. Priority will be given to applicants that meet one or more of the following criteria as expressed in the [application](#):

- Demonstrated interest in advancing the transfer of agricultural land
- Significant number of easements that protect land supporting an active farm or ranch operation, or significant agricultural acreage (e.g., cropland, pasture, rangeland) under easement
- Experience, or demonstrated interest, in supporting next generation farmers, including historically underserved producers.
- Experience, or demonstrated interest, in supporting landowners plan for transfer or succession
- Commitment to participating in four years of ongoing learning and networking.

If selected, **entities will receive \$25,000 each year for four years (\$100,000 total) for one participating staff** to attend in-person and virtual trainings, provide direct coaching and technical assistance to farmers and landowners, and engage in peer networking. Continuity of staff is strongly preferred over the four-year period, but we understand and will accommodate staff turnover. There will also be opportunities for additional staff to participate in Land Transfer Navigator trainings and networking events.

Selected entities will be allotted an additional travel budget to utilize over the course of the program to offset travel expenses. More details are included in “Disbursement of Funds” below.

REQUIREMENTS FOR AWARDED ENTITY PARTICIPATION

- Organizational commitment to participate in the *Land Transfer Navigator* Program for four years beginning November 2023 and ending October 2027.
- Dedicate participating staff to attend all training and networking activities that include:
 - A 1.5-hour virtual kick-off in November 2023.

- A 2-3-day in-person training held annually. The first is projected for late January 2024. As a national program, the location will move from year to year.
- Up to 10, 2-hour virtual engagements annually for additional training, networking, and peer-to-peer learning.
- Develop a *Land Transfer Navigator* Action Plan describing actions the entity and participating staff will take to promote farm and ranch succession planning and support land access for landowners and farmers, including those who own or manage land on which the organization or agency holds an easement.
- Deliver information, direct technical assistance, or coaching to 120 farmers, ranchers and/or landowners (or 30 per year for four years) in support of the program goal to increase the transfer of farm and ranch land to the next generation of producers. This number can include people the organization is already working with.
- Participate in all program evaluation components. The evaluation will include Action Plan check-ins, pre- and post-training surveys throughout the course of the project, as well as participation in interview sessions with AFT program staff and consultants.

REPORTING AND IN-KIND CONTRIBUTION REQUIREMENTS

Participation in this program includes reporting and in-kind contribution requirements.

Reporting:

- AFT will provide reporting templates to be completed and returned on a bi-annual basis. Reports will be due on March 15 and September 15 of each year of the program. (2024 – 2027)
 - Reporting will include progress updates on the organization’s *Land Transfer Navigator* Action Plan; Farmer/Rancher/Landowner outreach report; and in-kind contribution report.
- Payment of travel funds will be dependent on proper expense tracking and submission of travel receipts and mileage logs. AFT will provide a template for tracking travel expenses.

In-Kind Match:

Awarded entities must provide documentation of an in-kind match totaling \$52,000 over the course of the four-year program (see schedule in Appendix A). The in-kind match includes activities conducted by the Navigator Organization beyond the annual award or travel reimbursement. Projected eligible activities must be documented in the Action Plan and reviewed annually with AFT.

- *Examples of activities that qualify for the match include but are not limited to:*
 - Staff time on Land Transfer Navigator Program activities
 - Expenses utilized to host a relevant workshop for farmers and landowners, such as printing, mileage, supplies, catering, meeting room rental, etc.
 - Speaker or consultant fees to enlist an outside expert
 - Additional mileage to travel to meetings with farmers and landowners
 - Fees for participation in an event at which project goals as identified in the Action Plan are promoted
 - Additional staff participation in Land Transfer Navigator trainings and networking events
 - Costs associated with the purchase or donation of a conservation easement on agricultural land that is supporting a land transfer (excluding those costs covered through federal funds)

- Federal funding sources DO NOT qualify as part of the in-kind match.

APPLICATION AND SELECTION TIMELINE

- Applications are due by 5:00 p.m. (EDT) on Thursday, August 31, 2023.
- Letters of award for accepted applications will be sent by Friday, September 29, 2023.
- Acceptance paperwork must be completed by October 20, 2023.
- The *Land Transfer Navigator* Program virtual kick-off is scheduled for November 2023
- For the full program timeline see Appendix A.

DISBURSEMENT OF FUNDS

- Four total payments will be made. \$25,000 will be distributed to awarded entities annually, first upon signature of a **Memorandum of Understanding (MOU)** and subsequently on October 31 of 2024, 2025, and 2026 unless the MOU is terminated.
- Each entity is allotted a travel budget of \$4,200 total **to use during the four years of program participation** for travel-related expenses. Expenses may include travel to the annual in-person training, for Navigator staff to provide direct technical assistance to farmers and landowners or engage with other peer professionals as detailed in the Action Plan. Hotel accommodation and food, once at the annual in-person meeting, will be provided by AFT. Please note, payment of travel funds will be reimbursed to the Navigator organization by AFT, unless otherwise pre-arranged. Reimbursement is dependent on proper expense tracking and submission of receipts.
- Please note, AFT can take up to 90 days to send out checks.

SPECIAL NOTES

- Funding is contingent on the awardee submitting a signed MOU by October 20, 2023.
- A W9 is required to receive awarded funds and will be submitted along with the MOU.
- If the awardee does not provide the required documents within 14 days of notification of the award, AFT may choose to award funds to another applicant.

HOW TO APPLY

To apply, submit a completed Land Transfer Navigators Application electronically through [this link](#).

QUESTIONS

Contact Beth Fraser at bfraser@farmland.org

APPENDIX A

Outline of Navigator's Experience and Expectations (Subject to Change)

Year 1:

- Return signed MOU and W9 (October 2023)
- Name staff to be Navigator contact (October 2023)
- Complete pre-training survey (November 2023)
- Attend virtual kick-off meeting (November 2023)

- Attend in-person training anticipated for 2-3 days (January or February 2024)
- Attend up to 10, two-hour virtual engagement activities, such as training and networking events (November 2023 – October 2024)
- Participate in online community discussions & networking platform (Ongoing)
- Complete program evaluation(s) and provide ongoing feedback
- Submit completed reporting template (March 15, October 15)
- Record and submit travel stipend report (within 30 days after travel)
- Submit annual in-kind match report (October)

Year 2:

- Attend in-person training (January or February 2025)
- Attend up to 10, two-hour virtual engagement activities, such as training and networking events (November 2024 – October 2025)
- Participate in online community discussions & networking platform (Ongoing)
- Complete program evaluation(s) and provide ongoing feedback
- Submit completed reporting template (March 15, October 15)
- Record and submit travel stipend report (within 30 days after travel)
- Submit annual in-kind match report (October)

Year 3:

- Attend in-person training
- Attend up to 10, two-hour virtual engagement activities, such as training and networking events (November 2025 – October 2026)
- Participate in online community discussions & networking platform (Ongoing)
- Complete program evaluation(s) and provide ongoing feedback
- Submit completed reporting template (March 15, October 15)
- Record and submit travel stipend report (within 30 days after travel)
- Submit annual in-kind match report (October)

Year 4:

- Attend in-person training
- Attend up to 10, two-hour virtual engagement activities, such as training and networking events (November 2026 – October 2027)
- Participate in online community discussions & networking platform (Ongoing)
- Complete program evaluation(s) and provide ongoing feedback
- Submit completed reporting template (March 15, October 15)
- Record and submit travel stipend report (within 30 days after travel)
- Submit annual in-kind match report (October)

Action Request

Electronic Submission – Contract # 2137



Committee: BOARD OF COMMISSIONERS

Meeting Date: 12/12/2023

Vendor/3rd Party: MICHIGAN DEPT OF AGRICULTURE AND RURAL DEVELOPMENT (MDARD)

Requesting Department: PUBLIC HEALTH

Submitted By: KRIS CONRAD

Agenda Item: CLEAN SWEEP GRANT FROM MDARD

Suggested Motion:

To approve a contract with The Michigan Dept of Agriculture and Rural Development (MDARD) for disposal of pesticides.

Summary of Request:

The purpose of the MDARD Grant Agreement is to assist in the cost of up to \$28,000 to properly dispose of pesticides from local farmers, businesses, and residents at no cost. MDARD will cover the cost of Ottawa County's Vendor pesticide disposal and labor/transportation related to pesticide disposal.

FY24 Budget estimated \$22,000 so a budget adjustment increasing the grant will be presented to the Board in December.

Financial Information:

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:

11/15/2023 10:57:36 AM

Committee/Governing/Advisory Board Approval Date: 12/5/2023

240000000669

**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, 2023 – September 30, 2024

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

By authority granted under Act No. 119 of the Public Acts of 2023, 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, 2023 through September 30, 2024.

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 2023-11-06 13:06:59 EST

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

E-SIGNED by Michael Philip
on 2023-11-06 14:48:34 EST

Michael Philip, Director
Pesticide and Plant Pest Management Division

SIGNATURE PAGE:

COUNTY OF OTTAWA

By: _____
Joe Moss, Chairperson
Board of Commissioners

_____ Date

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: 240000000669

I. GENERAL TERMS AND CONDITIONS

A. Record Retention

Grantee shall retain all financial reports, supporting documents and statistical records for a period of seven 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 seven or greater 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 \$1,000 or more.

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. Use of Material

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

J. Assignability

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

K. Iran Sanctions Act

By signing this Agreement the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

L. Prevailing Wage

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

M. Subcontracts

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

N. Anti-Lobbying

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

O. 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.

P. 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.

Q. Closeout

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

R. 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> .

S. 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. Pesticides for the purpose of this grant include conventional pesticides - herbicides, insecticides, fungicides, rodenticides. Pesticides do not include the category of antimicrobials (disinfectants, bleaches sanitizers, etc.).

B. Statement of Work

1. The Grantee shall accept pesticides from any end-user of pesticides that resides in the State of Michigan including those residing outside the grantee's county/jurisdiction.
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, 2024
- April 7, 2024
- July 7, 2024
- October 5, 2024

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, 2024. 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



Committee:	Board of Commissioners
Meeting Date:	12/12/2023
Requesting Department:	County Clerk/Register
Submitted By:	Marcie Ver Beek
Agenda Item:	County Clerk/Register Position Upgrade Request

Suggested Motion:

To approve a proposal to change one Case Records Technician II position (grade 5) to a Senior Case Records Technician (grade 7) and eliminate one Case Records Tech I (IV-D) (grade 4) at a cost of \$3,278.

Summary of Request:

In 2023, Circuit Court Records added additional tasks related to Michigan IV-D Child Support, which includes collections processes and additional notifications to parties involved. In the Fiscal Year 2024 budget, three new IV-D positions were funded for the Clerk's Office. Upon implementation of the new tasks, it has been determined that upgrading the team lead (Case Records Tech II) to a Senior Case Records Technician would better fit the structure and job functions performed, instead of one of the newly approved IV-D positions. In addition, the position upgrade will allow for a Senior Case Records Technician to be located at the Grand Haven Courthouse and in the new West Olive courthouse to provide work direction and enhanced support to staff.

Financial Information:

Total Cost: \$3,277.84	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

66% of cost to be reimbursed by IV-D Funding and 34% General Fund vacancy savings

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

Action is Related to Strategic Plan:

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

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

Administration: Recommended Not Recommended Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date: Finance and Administration 12/5/23

2024 Estimated Costs per Deductions
Employee Costs

Clerk/Register

			704000			Funding Estimates (66% IV-D)		
			FTE	Wages	Benefits	TOTAL COST	IV-D Reimbursement	General Fund
Upgrade	Case Records Tech II	Grade 5	1.0000	51,474.28	40,928.58	92,402.86	60,985.89	31,416.97
	Senior Case Records Technician	Grade 7	1.0000	56,617.60	42,785.03	99,402.63	65,605.74	33,796.90
						COST:	4,619.85	2,379.92
Downgrade	Case Records Tech I (IV-D)	Grade 4	1.0000	42,336.32	37,630.29	79,966.61	52,777.96	27,188.65
	Case Records Tech I	Grade 3	1.0000	39,599.30	36,645.38	76,244.68	50,321.49	25,923.19
						COST:	2,456.47	1,265.46
						TOTAL COST:	2,163.37	1,114.47

Action Request



Committee:	Board of Commissioners
Meeting Date:	12/12/2023
Requesting Department:	Board of Commissioners
Submitted By:	John Gibbs
Agenda Item:	Wage and Benefit Adjustments for Group T and Unclassified Employees for 2024

Suggested Motion:

To approve a request to adopt the proposed 2024 compensation and benefit changes for the Group T and Unclassified employee groups.

Summary of Request:

Attached are proposed changes to compensation and benefits for Non-benefited, Group T, and Unclassified employees, to begin on January 1, 2024. These changes are expected to have a positive impact on recruitment and retention and will increase the incentive for employees to promote into management.

Details are attached, but include a cost of living adjustment of 6% to more closely align with inflation, a MERS Defined Contribution change to mandatory 6% employee and 8% employer, and other benefit and compensation changes.

This proposal does not include any employees that are in a union, even if a collective bargaining agreement does not exist or is not in effect. Excluded from this are elected officials and bargaining units.

Financial Information:

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

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

Action is Related to Strategic Plan:

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

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

Administration: Recommended Not Recommended Without Recommendation
County Administrator: 

Committee/Governing/Advisory Board Approval Date: Finance and Administration 12/5/23

2024 Group T and Unclassified Benefits and Compensation Changes

This proposal lists the requested changes to group T and unclassified benefits and compensation starting January 1, 2024. Non-bargaining unit employees are split into several categories:

- Group T: These employees are FLSA non-exempt and eligible for overtime.
- Unclassified: These employees are typically your management-level employees. They are FLSA-exempt and not eligible for overtime.
- Seasonal employees: These employees work in parks, with most working between April through September. These employees are non-benefited. Pay increases are based on the percent change that minimum wage changes annually.
- Non-benefited employees: These employees work less than 20 hours per week on average and receive no benefits. These positions typically receive the same percentage cost-of-living increase as Group T. There are a couple of positions that are at a set amount and do not increase due to grant or other requirements.

These changes are expected to have a positive impact on recruitment and retention and will increase the incentive for employees to promote into management.

This proposal does not include any employees that are in a union, even if a collective bargaining agreement does not exist or is not in effect.

Group T Changes

1. Cost of living increase of 6% starting January 1, 2024.
2. Change the MERS Defined Contribution match to employee contribution of 6% and employer contribution of 8%.

Currently, employees may elect between 3-6% and the employer matches the same. Due to IRS rules, we cannot simply increase the employer match and allow the employee to select from a range. The requested change will move the employee mandatory contribution to 6% and the employer contribution to 8%.

This change will apply to current employees in the Defined Contribution Plan and new hires. Employees in the Defined Benefit plan are not affected.

3. Provide a 100% payout of sick time accrual at retirement. Currently, sick time is not paid out at retirement.

Currently, there is no payout of sick time. This provides an incentive to use sick time only as needed, leading to less overtime costs.

4. Provide an annual 75% payout of sick time earned above the maximum, starting in January 2025.

Currently, there is no payout of sick time. This provides an incentive to use sick time only as needed, leading to less overtime costs.

For example, an employee has 90 hours of sick time accumulated. The maximum allowed is 96 hours. Group T is provided with 48 hours of sick time every January 1. So this employee would have a sick time balance of 96 hours and be paid 31.5 hours.

5. Add one additional floating holiday.

6. Increase vacation accrual by four days.

In 2021, a wage study was completed by an external consultant. The consultant listed a recommendation in their report to increase vacation time to match the average of other counties more closely.

7. Replace the promotion language (page 27 of Group T manual) with “(e) Step placement following promotion will be determined by the department head and must be approved by the Human Resources Director, with a maximum increase not to exceed 15%.”

Currently, if an employee is currently outside of Group T and is promoted to Group T, they may receive a maximum 5% pay increase. If the employee is currently in Group T and is promoted within Group T, the employee will be placed at the step closest to a 5% increase per paygrade increase up to 15%.

The current language was written when there were separate pay scales for each group. Now that many groups are on the Universal Pay Scale, this language is restricting and removes the ability for the department head to place the promoted hire on the scale as appropriate for their department.

8. Remove all language referring to “Sick Bank Elimination Account”. This is a legacy system, and it is no longer applicable to any employees.
9. Change the language under ‘Miscellaneous Provisions’ regarding the annual clothing allowance to “The County shall reimburse each Environmental Health Specialist, hazardous waste worker, and Custodian up to \$100 per year toward clothing, after receipt of proof of purchase. The County shall reimburse each Maintenance Worker and each Water Resources Office employee that performs field work on a regular basis \$200 per year toward clothing, after receipt of proof of purchase. The reimbursement will be prorated based upon the employee date of hire and/or termination in the classification.”

The language change provides the allowance to all employees that perform field work in the Water Resources Office, without the need to update the group manual on a regular basis.

Unclassified Group Changes

1. Cost of living increase of 6% starting January 1, 2024.

2. Add one additional pay step (step 8) starting with pay grade 16 and for second-in-command deputy directors within paygrades 14 and 15. The additional step will be 5% higher than the previous step 7.

This will provide a retention incentive to those currently at the top step (7). The current pay spread for a pay grade is 30%; this change would create a 35% pay spread.

3. Change the MERS Defined Contribution match to employee contribution of 6% and employer contribution of 8%.

Currently, employees may elect between 3-6% and the employer matches the same. Due to IRS rules, we cannot simply increase the employer match and allow the employee to select from a range. The requested change will move the employee mandatory contribution to 6% and the employer contribution to 8%.

This change will apply to current employees in the Defined Contribution Plan and new hires. Employees in the Defined Benefit plan are not affected.

4. Provide a 100% payout of sick time accrual at retirement. Currently, sick time is not paid out at retirement.
5. Provide an annual 75% payout of sick time earned above the maximum, starting in January 2025.

For example, an employee has 90 hours of sick time accumulated. The maximum allowed is 96 hours. Unclassified employees are provided with 48 hours of sick time every January 1. So this employee would have a sick time balance of 96 hours and be paid 31.5 hours.

6. Add one additional floating holiday.
7. Increase vacation accrual by five days.

In 2021, a wage study was completed by an external consultant. The consultant listed a recommendation in their report to increase vacation time to match the average of other counties more closely.

8. Reinstate and revise the longevity plan so employees annually receive \$500 with five years of service and an additional \$100 for every year of service thereafter, with a maximum of \$3,000.
9. Provide one week of vacation at start instead of after six months. The Unclassified manual is the only manual that has a six-month waiting period before receiving vacation, which has deterred applications when hiring.
10. Replace the promotion language (page 3-4 of Unclassified manual), to "5. Step placement following promotion will be determined by the department head and must be approved by the Human Resources Director, with a maximum increase not to exceed 15%." Additionally, change

current language: "If an employee is being promoted into a classification that is at or above the Universal Wage Scaler Grade 16, the County Administrator may place the promoted employee at any step in the new pay grade that he/she deems appropriate" to Universal Wage Scale Grade 14 to allow for more flexibility when promoting into a management position.

Currently, if an employee is currently outside of the Unclassified group and is promoted to the Unclassified group, they may receive a maximum 5% pay increase. If the employee is currently Unclassified and is promoted within the same group, the employee will be placed at the step closest to a 5% increase per paygrade increase up to 15%.

The current language was written when there were separate pay scales for each group. Now that many groups are on the Universal Pay Scale, this language is restricting and removes the ability for the department head to place the promoted hire on the scale as appropriate for their department.

11. Remove all language referring to "Sick Bank Elimination Account". This is a legacy system, and it is no longer applicable to any employees.
12. Add language to provide additional holiday pay to Juvenile Detention Shift Supervisors, similar to the Juvenile Collective Bargaining Agreement.

Currently, shift supervisors are required to work some holidays. There is no additional incentive to work a holiday because all shift supervisors are paid for the same holiday, whether working or not. This payment structure would provide an incentive for shift supervisors to work on a holiday.

Shift Supervisors in Juvenile Detention shall be paid at the rate of time and one-half for all hours worked on a holiday.

13. Add language to provide additional court pay to Lieutenants, similar to the sergeant's collective bargaining agreement:

If a Lieutenant in the Sheriff's Office is called as a witness in a judicial proceeding (i.e. court appearance or hearing) while off duty for reasons connected with their County employment, shall receive a stipend of \$100.00.

Seasonal Employees

There is no specific request as seasonal employee wages are increased by the percent change of minimum wage on an annual basis.

Non-benefitted Employees

It is requested that non-benefitted employees receive the same cost-of-living adjustment as Group T. Positions exempt from this adjustment are Medical Examiner Investigators and the CSHCS Parent Consultant.

Action Request



Committee: Board of Commissioners

Meeting Date: 12/12/2023

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: FY24 Budget Adjustments

Suggested Motion:

To approve the FY2024 budget adjustments per the attached schedule.

Summary of Request:

Approve budget adjustments processed during the month for appropriation changes and line item adjustments.

Mandated action required by PA 621 of 1978, the Uniform Budget and Accounting Act.

Compliance with the Ottawa County Operating Budget Policy.

Financial Information:

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

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

Action is Related to Strategic Plan:

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

Objective:

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

Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.

Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Finance and Administration 12/5/23

Fund		Department	Explanation	Revenue	Expense
02-80	General Fund	Transfers Out	To appropriate (carry over) the transfer to the Family Justice Center project. The transfer will not be processed until bond proceeds are spent.		\$ 500,000.00
02-344	Health Fund	Public Health	To increase The Clean Sweep grant to amount awarded and appropriate expense. This purpose of this grant is to assist in the cost to properly dispose of pesticides from local farmers, businesses and residents. Total Grant: \$28,000 Grant Period - FY24	\$ 10,000	\$ 10,000.00
02-895	Crime Vistim Assistance Fund	Prosecutor	Appropriate funds for crime assistance victim expenses. Board Initiatives granted the Prosecutor a grant of \$1m to be used to support victims of crime in Ottawa County. The interest earned on the \$1m in FY23 is being appropriated in FY24.		\$ 21,501.74
02-1099	Health Fund	Public Health	To increase the Public Health Emergency Preparedness (PHEP) grant to amount awarded and appropriate expense. The purpose of this grant is to conduct activities to build preparedness and response capacity and capability. Total Grant: \$112,221 Grant Period - FY24 (10/1-6/30)	\$ 14,690	\$ 14,690
02-1136	General Fund	Dept of Strategic Impact	To recognize revenue and appropriate expenses for the Land Transfer Navigator's grant. The purpose of the grant is to provide resources to farmland owners to have a succession plan so that farmland is not lost to development. Total Grant: \$104,200 over 4 years with \$52,000 local match	\$ 26,050	\$ 26,050
02-1139	Health Fund	Public Health	To increase the SEAL Michigan Dental Sealant grant to amount awarded and appropriate expense. The purpose of this grant is to provide oral health prevention to students in Michigan schools. Total Grant: \$36,000 Grant Period - FY24	\$ 5,000	\$ 5,000
02-1149	Health Fund	Public Health	To increase the Oral Health Kindergarten Assessment Program Grant to amount awarded and appropriate expense. The purpose of this grant is to perform oral health assessments on children enrolling into kindergarten or first grade and refer for dental treatment as screening findings warrant. Total Grant: \$101,021 Grant Period - FY24	\$ 30,000	\$ 30,000
02-1495	Early Voting Early Voting General Fund General Fund	Transfers In Clerk Transfers Out Contingency	To recognize revenue and appropriate expense for additional equipment related to early voting as approved by BOC 23-167. The additional equipment includes security cameras and line-management tool.	\$ 40,000	\$ 40,000 \$ 40,000 \$ (40,000)
01-1826	Governmental Grants	CAA - Emergency Solutions Grant	To increase the annual grant received by the County Community Action Agency to provide housing services in Ottawa County to amount awarded. Adjusted budget to amount available in FY24 (\$281,701)	\$ 819	\$ 819
		CAA - Reach & Resiliency grant	To increase the Reach & Resiliency grant to amount awarded. Funds are adjusted to award (\$50,666.06). Grant funds are used to partner with a food delivery service in order to deliver food to homes of individuals and families under The Emergency Food Assistance Program	\$ 26,666	\$ 26,666
		CAA - Community Services Block Grant	To increase annual grant received by the County Community Action Agency to provide services to reduce poverty to amount awarded. Adjusted budget to amount available in FY24 (\$641,121.37)	\$ 7,299	\$ 7,299
		CAA - Community Development Block Grant	To decrease the Block grant to amount awarded. County assists homeowners with emergency home repairs and is repaid if the home is sold at a profit. Grant income is reinvested into the program. Grant balances are adjusted to reflect the actual budget program income balance left for FY24 (\$57,770).	\$ (4,830)	\$ (4,830)
		CAA - Michigan Energy Assistance Program	To decrease the FY24 Michigan Energy Assistance Program Grant budget to amount awarded, (\$65,000). This grant assists low income households with either one time or monthly partial-payments toward past-due utility bills. It also provides funding for case management for these households.	\$ (8,000)	\$ (8,000)
		CAA - Low Income Energy Assistance Program	To decrease the F 24 Low Income Energy Assistance Program Grant to amount awarded (\$130,385). This grant provides weatherization services for low-income households to receive energy efficient measures in the home.	\$ (1,786)	\$ (1,786)

Fund	Department	Explanation	Revenue	Expense
CAA - The Emergency Food Assistance Program		To increase the FY24 Emergency Food Assistance Program grant to anticipated award total of \$103,157. The grant runs from October 1, 2023 through September 30, 2024. The county receives funds for administrative expenses to distribute emergency food to local pantries and/or directly to clients' homes.	\$ 21,057	\$ 21,057
CAA - Commodity Supplemental Food Program		To increase the FY24 Commodity Supplemental Food Program administrative funds to anticipated award total of \$30,000. The grant runs from October 1, 2023 through September 30, 2024. The county receives funds to distribute food for low-income adults aged 60 plus. Additionally, an adjustment is made to food commodities to bring the anticipated distributed food value to \$150,000.	\$ 20,113	\$ 20,113
CAA - Weatherization Program		To increase the Department of Energy Weatherization Program Grant to available balance through June 2024 (\$382,704.56). This grant provides weatherization assistance to clients and it runs from July 2023 through June 2024	\$ 40,889	\$ 40,889
CAA - Walk for Warmth		To decrease the Walk for Warmth collected donations in the prior year to reflect available balance for FY24 available energy assistance funds - \$28,073.35	\$ (1,927)	\$ (1,927)
CAA - Michigan Health Endowment Fund award		To recognize revenue and appropriate expenses for FY24 to support attendance for an employee at the National Commodity Supplemental Fund Program Association Conference. Community Action Agency received an award in the amount of \$1,823 to support this initiative.	\$ 1,823	\$ 1,823
CAA - Bipartisan Infrastructure Bill grant		To decrease the FY24 Bipartisan Infrastructure Bill grant to award (\$651,150). This grant provides weatherization services for low-income households to receive energy efficient measures in the home.	\$ (19,337)	\$ (19,337)

Action Request

Electronic Submission – Contract # 2159



Committee: BOARD OF COMMISSIONERS

Meeting Date: 12/12/2023

Vendor/3rd Party: NATIONAL FISH AND WILDLIFE FOUNDATION

Requesting Department: PARKS AND RECREATION

Submitted By: CURT TERHAAR

Agenda Item: GRAND RIVER GREENWAY NFWF COASTAL RESILIENCE GRANT

Suggested Motion:

To approve the grant agreement from the National Fish & Wildlife Foundation for assistance to complete natural features assessments and design work for ecological enhancements at Ottawa Sands and Harbor Island in the cities of Ferrysburg and Grand Haven and authorize the establishment of a capital project in the amount of \$275,000.

Summary of Request:

The acquisition of Ottawa Sands in 2019 established a continuous corridor of 2,400+ of public land where the Grand River meets Lake Michigan. As a result of this key acquisition, there was a general sentiment among staff and stakeholders that the corridor might be of critical ecological importance. Therefore, Ottawa County Parks commissioned Audubon Great Lakes to develop a comprehensive conservation analysis for the Grand River Coastal Corridor (GRCC Assessment). The GRCC Assessment, which was completed in 2021, noted the GRCC is home to some of the highest quality natural communities in the entire state of Michigan and supports high levels of biodiversity, including sensitive or rare bird and waterfowl species of conservation concern. However invasive species, development and fluctuating water levels have severely degraded, and caused the loss of more than 73% of the coastal wetland habitat, causing significant declines in marsh bird populations and reducing the resilience of Great Lakes communities to a changing environment.

This Assessment established that the GRCC is well positioned to connect people and wildlife across Grand Haven, Muskegon, and Grand Rapids through regional or 'landscape-scale' natural area restoration and increased recreational access. Additionally, the GRCC Assessment provided critical groundwork for pursuing regional and national funding opportunities. Additionally, the GRCC Assessment highlighted the importance of enhancing/restoring the ecology of core natural features of the Tri-Cities, including Ottawa Sands County Park and Harbor Island.

At the same time, Ottawa County Parks was asked to participate as part of the Community Advisory Group that was formed to help guide planning related to remediation and possible revitalization of the Harbor island (as part of the Renew Harbor Island initiative). During initial discussions for this Advisory Group, Parks Staff identified a grant opportunity which supported the findings of the GRCC Assessment and could fund the next phase of ecological planning and analysis at Harbor Island (and Ottawa Sands), the NFWF Coastal Resilience Fund. This program offers funding for nature-based solutions in coastal areas which can mitigate coastal flooding and erosion resulting from fluctuating water levels. The funding is available for all stages of a potential project, from initial planning to implementation.

Therefore, Ottawa County Parks staff coordinated with City of Grand Haven staff and other stakeholders to submit a proposal for funding to complete natural features assessments and preliminary design for feasible ecological enhancements at Ottawa Sands and Harbor Island. The grant proposal would also help fund community engagement work related to any nature-based enhancements. The total funding request to the NFWF was for \$275,000. In October 2023, Parks staff received confirmation of this grant award.

The goal of this project would be to assess and design nature-based solutions for over 5,500 ft. of Grand River shoreline at Ottawa Sands County Park as well as assess and develop nature-based solutions at Harbor Island. Overall, these enhancements are intended to increase flood and erosion protection, improve biodiversity, and restore/create wetlands. This project complements the timing of the Renew Harbor Island initiative, and the results can be integrated into an overall vision for Harbor Island, which is currently being determined. Furthermore with this grant being awarded, it increases the likelihood for receiving future funding for final design and/or implementation.

Matching funding would be provided from project partners (the City of Grand Haven and the Lower Grand River Organization of Watersheds) via already committed funds for related projects.

The grant and project sheets for each key aspects of the proposal are attached.

Approval of this motion authorizes a budget adjustment to recognize the grant and appropriate project funds.

Financial Information:

Total Cost: \$275,000.00	General Fund Cost: \$0.00	Included in Budget: No
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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:  12/1/2023 11:19:57 AM

Committee/Governing/Advisory Board Approval Date: 12/5/2023 12/5/2023

	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 75868	2. NFWF GRANT ID: 0318.23.075868
		3. UNIQUE ENTITY IDENTIFIER (UEI) EZE8NUD6HSQ7	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) N/A
5. SUBRECIPIENT TYPE State or Local Government		6. NFWF SUBRECIPIENT County of Ottawa	
7. NFWF SUBRECIPIENT CONTACT		8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION	
Aaron Bodbyl-Mast County of Ottawa 12220 Fillmore St West Olive, MI 49460 abodbyl-mast@miottawa.org		Caleb Hall-Arnett National Fish and Wildlife Foundation 1133 15 th Street, N.W. Suite 1000 Washington, D.C. 20005 Tel:202-857-0166 Fax: 202-857-0162 caleb.hall-arnett@nfwf.org	
9. PROJECT TITLE Assessing Nature-Based Solution to Enhance the Grand River Coastal Corridor (MI)			
10. PROJECT DESCRIPTION Conduct site assessment and preliminary design to enhance and restore habitat on approximately 200 acres of publicly owned land in the Grand River Coastal Corridor in northwest Ottawa County through natural features inventory and analysis, feasibility determination, and cost estimating of potential nature-based solutions. Project will improve resilience and habitat in historically degraded lowland and shoreline areas.			
11. PERIOD OF PERFORMANCE June 1, 2023 to June 30, 2026	12. TOTAL AWARD TO SUBRECIPIENT \$275,000	13. TOTAL FED. FUNDS \$275,000	14. TOTAL NON-FED. FUNDS N/A
15. FEDERAL MATCH REQUIREMENT N/A		16. NON-FEDERAL MATCH REQUIREMENT \$275,000	
17. SUBRECIPIENT INDIRECT COST RATE TERMS The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project's period of performance.			
18. TABLE OF CONTENTS			
SEC.	DESCRIPTION		
1	NFWF Agreement Administration		
2	NFWF Agreement Clauses		
3	Representations, Certifications, Obligations, and Other Statements – General		
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General		
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific		
6	Other Representations, Certifications, Statements and Clauses		

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL							
A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. FS END DATE	H. CFDA
National Oceanic And Atmospheric Administration	FC.R581	09/06/2023	NA23NOS4730330	\$46,000,000	\$275,000	05/31/2028	11.473

20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print)		D. NAME AND TITLE OF NFWF AWARDOFFICIAL Holly A. Bamford, PhD, Chief Conservation Officer	
B. SUBRECIPIENT BY	C. DATE	E. NATIONAL FISH AND WILDLIFE FOUNDATION BY	F. DATE

NFWF prohibits discrimination in all its programs and activities on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, personal appearance, citizen status, disability, sexual orientation, gender identity or expression, pregnancy, child birth or related medical conditions, family responsibilities, matriculation, genetic information, political or union affiliation, veteran status or any other status protected by applicable law ("Protected Categories"). In addition, NFWF prohibits retaliation against an individual who opposes an unlawful educational practice or policy or files a charge, testifies or participates in any complaint under Title VI. NFWF complies with all applicable federal, state and local laws in its commitment to being an equal opportunity provider and employer; accordingly, it is NFWF's policy to administer all employment actions, including but not limited to, recruiting, hiring, training, promoting, and payment of wages, without regard to any Protected Category(ies).

See Reporting Schedule on the following page.

National Fish and Wildlife Foundation
Coastal Resilience Grant

Ottawa County

By: _____

Joe Moss, Chairperson
Board of Commissioners

_____ Date

By: _____

Justin F. Roebuck, Clerk/Register

_____ Date

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Reporting Task	Task Due Date
Interim Programmatic Report	April 27, 2024
Annual Financial Report	October 27, 2024
Interim Programmatic Report	October 27, 2024
Interim Programmatic Report	April 27, 2025
Annual Financial Report	October 27, 2025
Interim Programmatic Report	October 27, 2025
Interim Programmatic Report	April 27, 2026
Final Financial Report	September 30, 2026
Final Programmatic Report	September 30, 2026



SECTION 1 NFWF AGREEMENT ADMINISTRATION

1.1. Amendments.

During the life of the Project, the NFWF Subrecipient is required to immediately inform in writing the NFWF Grants Administrator of any changes in contact information, Key Personnel, scope of work, indirect cost rate, as well as any difficulties in completing the performance goals articulated in the Project description. NFWF Subrecipients must request an amendment from NFWF upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. NFWF reserves the right to approve, deny and/or negotiate any such request. Alternatively, NFWF may initiate an amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's grants management system.

1.1.1. Budget Amendment Request.

If the NFWF Subrecipient determines that: 1) the amount of the budget is going to change in any one direct cost category by an amount that exceeds 10% of the Award, or 2) there is a need to increase indirect costs, the NFWF Subrecipient must seek prior written approval via an amendment request in NFWF's grants management system.

1.1.2. Extension of Performance Period.

If additional time is needed to complete the approved Project, the NFWF Subrecipient should contact the NFWF Grants Administrator at least 45 calendar days prior to the project period expiration date to initiate the no-cost extension request process in NFWF's grants management system. In addition, if there are overdue reports required, the NFWF Subrecipient must ensure that they are submitted along with or prior to submitting the no-cost extension request.

1.2. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another federal award except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs when authorized by federal statute; (6) Are provided for in the approved budget when required by the federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 3.3 of this Agreement concerning Compliance with Laws.

1.2.1. Documentation and Reporting of Matching Contributions.

The NFWF Subrecipient must retain supporting documentation, including detailed time records for contributed services, original receipts, appraisals of real property, and comparable rentals for other contributed property, at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable federal regulations. The NFWF Subrecipient must report match progress in Payment Requests and Financial Reports.

1.2.2. Assessing Fair Market Value.

Fair market value of donated goods, services and property, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter “OMB Uniform Guidance”), regardless of whether this Agreement is federally funded.

1.3. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must submit to NFWF (1) an original executed copy of this Agreement for the Project; (2) any due financial and programmatic reports; and (3) a complete and accurate Payment Request via NFWF’s grants management system. At any time, NFWF reserves the right to require submission of source documentation, including but not limited to timesheets, cash receipts, contracts or subaward agreements, for any costs where the NFWF Subrecipient is seeking reimbursement by NFWF. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of final reports.

1.3.1. Reimbursements.

NFWF Subrecipient may request funds on a reimbursable basis. Reimbursement requests must include expenditures to date and an explanation of any variance from the approved budget.

1.3.2. Advances.

NFWF Subrecipient may request advance payment of funds prior to expenditure provided that the NFWF Subrecipient: (1) demonstrates an immediate need for advance payment; (2) documents expenditure of advanced funds; 3) maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement; and (4) has established appropriate financial management systems that meet the needs and standards for fund control and accountability. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient’s needs.

1.3.3. Interest.

Any interest earned in any one year on funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the NFWF Subrecipient for administrative expense.

1.4. Reports.

1.4.1. Interim Programmatic Reports.

The NFWF Subrecipient will submit interim programmatic reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim programmatic report shall consist of written statements of Project accomplishments and updated metric values since Project initiation, or since the last reporting period, and shall be submitted via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.2. Interim Financial Reports.

The NFWF Subrecipient will submit interim financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim financial report shall consist of financial information detailing cumulative expenditures made under this Project since Project initiation and shall be uploaded via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.3. Annual Financial Report.

The NFWF Subrecipient will submit annual financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.4.4. Final Reports.

Based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project funds received, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and documenting the accomplishments and metric values achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) photographs as described in Section 1.4.3.1 below. The final reports and digital photo files should be uploaded via NFWF's grants management system. Any requests for extensions of final report submission dates must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance. NFWF may require specific formatting and/or additional information as appropriate.

1.4.4.1. Photographs.

NFWF requests, as appropriate for the Project, a representative number of high-resolution (minimum 300 dpi) photographs depicting the Project (before-and-after images, images of species impacted, and/or images of staff/volunteers working on the Project). Photographs should be uploaded with the Final Programmatic Report via NFWF's grants management system as individual .jpg files. The Final Programmatic Report narrative should list each photograph, the date the photograph was taken, the location of the photographed image, caption, photo

credit, and any other pertinent information (e.g., species, activity conducted) describing what the photograph is depicting. By uploading photographs to NFWF's grants management system the NFWF Subrecipient certifies that the photographs are unencumbered and that NFWF and Project Funders have a fully paid up non-exclusive, royalty-free, irrevocable, perpetual, worldwide license for posting of Final Reports and for any other purposes that NFWF or the Project Funder determines appropriate.

1.4.5. Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

1.4.5.1. Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective, including but not limited to the objective itself, its schedule and/or the budget. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and/or,

1.4.5.2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or produce more or different beneficial results than originally planned.

1.5. Reports and Payment Requests.

All reports, financial, programmatic, or otherwise, or payment requests under a federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and to provide required certifications as set forth in 2 CFR 200.415, as applicable.

1.6. Record Retention and Access.

1.6.1. Retention Requirements for Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the latest end date of the funding source(s) referenced above in line 19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL or the close-out of all pending matters or audits related to this Agreement, whichever is later. As funding source end dates may be extended over time, the NFWF Subrecipient will be notified of the most up-to-date record retention requirements upon closure of this Award. If any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place or if funding source end date(s) is extended so as to extend the retention period. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition of such real property. For awards solely funded with funding sources with "N/A" listed as the end date, NFWF Subrecipient shall maintain all records connected with this Agreement

for a period of at least three (3) years following the date of final payment or the Period of Performance end date, whichever is later.

1.6.2. Access to Records.

NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Agreement. No funds provided by NFWF pursuant to this Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Agreement or otherwise unallowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient shall:(1) abide by all applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2 C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning Compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity, Acknowledgment of Support, and Disclaimers.

2.5.1. Publicity.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Agreement and the Project in press releases, publications, and other public communications.

2.5.2. Acknowledgment of Support.

The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (2) include the disclaimer provided at Section 2.5.4.

2.5.3. Logo Use.

The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo or marks of any Funding Source.

2.5.4. Disclaimers.

Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or by implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

For Projects funded in whole or part with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges and consents for NFWF and any Funding Source identified in this Agreement to post its final programmatic reports and deliverables on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all NFWF websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

Throughout a program or business plan, NFWF engages in monitoring and evaluation to assess progress toward conservation goals and inform future decision-making. These efforts use both data collected by grantees as part of their NFWF grant as well as post-award project data collected by third-party entities commissioned to conduct a program evaluation. The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information

to assist in evaluating the accomplishments of the Project period of five (5) years after the project end date.

2.9. Intellectual Property.

Reports, materials, books, databases, monitoring data, maps and spatial data, audio/video, and other forms of intellectual property created using this grant may be copyrighted or otherwise legally protected by the NFWF Subrecipient or by the author. The NFWF Subrecipient agrees to provide to NFWF and any Funding Source identified in this Agreement a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, copy and alter the NFWF Subrecipient's intellectual property created using this award for non-commercial purposes in any media – whether now known or later devised – including posting such intellectual property on NFWF's or Funding Source websites and featuring in publications. NFWF retains the right to use project metrics and spatial data submitted by the NFWF Subrecipient to estimate societal benefits that result and to report these results to funding partners on a case-by-case basis as determined by NFWF. These may include but are not limited to: habitat and species response, species connectivity, water quality, water quantity, risk of detrimental events (e.g., wildfire, floods), carbon accounting (e.g., sequestration, avoided emissions), environmental justice, and diversity, equity, and inclusion.

2.10. System for Award Management (SAM) Registration.

The NFWF Subrecipient must maintain an active SAM registration at www.SAM.gov until the final financial report is submitted or final payment is received, whichever is later. If the NFWF Subrecipient's SAM registration expires during the required period, NFWF will suspend payment to the NFWF Subrecipient until the SAM registration is updated.

2.11. Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time, not to exceed three years, after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Agreement.

2.12. Indemnity.

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Agreement.

2.13. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this Agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient

provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Agreement.

2.14. Choice of Law/Jurisdiction.

This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, the NFWF Subrecipient agrees to submit to the exclusive jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Agreement.

2.15. Stop Work.

NFWF may, at any time, by written order to the NFWF Subrecipient, require the NFWF Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 days after the order is delivered to the NFWF Subrecipient. The order shall be specifically identified as a stop-work order issued under this section. Upon receipt of the order, the NFWF Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to this Agreement covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work order is delivered to the NFWF Subrecipient, or within any extension of that period to which the parties shall have agreed, NFWF shall either cancel the stop-work order or terminate the Agreement under section 2.16.

2.16. Termination.

2.16.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Agreement, or any portion thereunder, upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.16.1.1. the NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.16.1.2. the NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

2.16.1.3. suspension or debarment by the Government of the NFWF Subrecipient; or,

2.16.1.4. any breach of the requirements set forth in Section 3.3 of this Agreement concerning Compliance with Laws; or,

2.16.1.5. NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes, in its sole discretion, cannot be mitigated; or,

2.16.1.6. after written notice and a reasonable opportunity, the NFWF Subrecipient is unable to cure a perceived non-compliance with any material term (other than those enumerated at 2.16.1.1 – 2.16.1.5) of this Agreement. The cure period shall be considered the timeframe specified by the Funding Source(s), if

any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Funding Source(s), ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Agreement; or,

2.16.1.7. if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.16.2. Either Party may terminate this Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party.

2.16.3. In the event of termination of this Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.16.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.16.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services, or facilities, except as necessary to complete work as specified in NFWF's notice.

2.16.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

2.16.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts. NFWF will reimburse the NFWF Subrecipient for non-cancelable allowable costs incurred by the NFWF Subrecipient prior to termination that cannot be mitigated. However, the foregoing is subject to the complete reimbursement of such costs by the Funding Source; accordingly, any amounts ultimately not paid, or which are recouped by the Funding Source, are subject to recoupment by NFWF.

2.16.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Agreement, whether completed or in progress.

2.16.3.6. Return to NFWF any unobligated portion of the Award.

2.17. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.18. Severability.

Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.19. Interpretation and Construction.

2.19.1. This Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Agreement and another portion of this Grant Agreement, first the Sections will apply in the following order of precedence: 5, 4, 3, 1, 2 and 6, and then any supplemental attachments.

2.19.2. The title designations of the provisions to this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

2.19.3. Every right or remedy conferred by this Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.19.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.19.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Agreement, the rights and obligations of this Agreement, which by their nature extend beyond its expiration or termination, shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, OBLIGATIONS AND OTHER STATEMENTS – GENERAL

3.1. Binding Obligation.

By execution of this Agreement, NFWF Subrecipient represents and certifies that this Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Agreement.

3.3. Compliance with Laws.

3.3.1. In General.

By execution of this Agreement and through its continued performance hereunder, the NFWF Subrecipient represents, certifies and agrees that it is and shall continue to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Agreement.

3.3.2. Compliance with Anti-Corruption Laws.

The NFWF Subrecipient represents, certifies and agrees to ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), or any other applicable anti-corruption laws or regulations (e.g., UK Bribery Act 2010) in the countries in which the NFWF Subrecipient performs under this Agreement.

3.3.3. Compliance with Anti-Terrorism Laws.

The NFWF Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at http://www.un.org/sc/committees/1267/aa_sanctions_list.shtml; (3) on the consolidated

list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

3.3.4. Compliance with Additional Laws and Restrictions.

The NFWF Subrecipient represents, certifies and agrees to ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

3.4. Subrecipient Debarment and Suspensions.

By and through NFWF Subrecipient's execution of this Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

3.5. Conflicts of Interest.

By execution of this Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Agreement, NFWF Subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – GENERAL

4.1. If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

The NFWF Subrecipient will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable federal regulations. This includes, but is not limited to, the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information. The most recent version of the Electronic Code of Federal Regulations can be found at <https://www.ecfr.gov/>.

4.2. 2 CFR § 200 Subpart F Audits.

It is the responsibility of the NFWF Subrecipient to arrange for audits as required by 2 CFR Part 200, Subpart F – Audit Requirements. The NFWF Subrecipient shall notify NFWF in writing about 2 CFR Subpart F audit findings related to projects funded by NFWF pass-through funds. The NFWF Subrecipient understands that NFWF may require the NFWF Subrecipient to take corrective action measures in response to a deficiency identified during an audit.

4.3. Real and Personal Property.

In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and intangible property acquired or improved with federal funds must be held in trust by the NFWF Subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the NFWF Subrecipient must comply with all use, reporting, and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.329 (Reporting on real property), as applicable.

4.4. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in this Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.5. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts,

including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

- I. Trafficking in persons.
 - a. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)".
 - b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)".
 - c. *Provisions applicable to any recipient.*
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.6. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.7. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit. NFWF Subrecipient

shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.8. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.9. 43 CFR §18 New Restrictions on Lobbying.

By execution of this Agreement, the NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, and certifies to the following statements:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and 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, and 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 federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. 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, as represented by execution of this Agreement, is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. All liability arising from an erroneous representation shall be borne solely by the entity filing that representation and shall not be shared by any entity to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31 of the U.S. Code.

4.10. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

The NFWF Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The NFWF Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

4.11. Drug-Free Workplace.

The NFWF Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 41 USC Chapter 81 Drug-Free Workplace.

4.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020)

As required by 2 CFR 200.216, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the NFWF Subrecipient's execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

4.13. Domestic Preference for Procurements.

- a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this agreement, the following definitions apply:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

NFWF Subrecipient acknowledges that when all or part of this Agreement is funded by a federal award that certain representations, certifications, and other statements relating to the use of such funds or performance of the Project may be necessary. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

FC.R581:

Department of Commerce (DOC) Compliance Requirements.

The NFWF Subrecipient must comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth in the Department of Commerce Financial Assistance Standard Terms and Conditions Dated November 12, 2020, available at http://www.osec.doc.gov/oam/grants_management/policy/. See 2 C.F.R. § 200.101(b)(1) (Applicability), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§200.331-333 (Subrecipient monitoring and management). Additionally, the NFWF Subrecipient must flow these requirements down to all subrecipients and contractors, including lower tier subrecipients.

Field Work.

The NFWF Subrecipient is required to follow recognized best practices for minimizing impacts to the human and natural environment when applicable and will provide for safety in their projects as needed, including addressing the safety of personnel, associates, visitors, and volunteers in their projects. In addition, any use of unoccupied aircraft systems in projects under this award must be in compliance with all applicable Federal Aviation Administration regulations, and any other applicable federal, state, or local regulations.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

If applicable, and pursuant to the Infrastructure Investment and Jobs Act (“IIJA”), Pub.L. No. 117-58, which includes the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11, recipients of an award of Federal financial assistance from the Department of Commerce (DOC) are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the

total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. This requirement also applies to subrecipients.

Waivers: When necessary, recipients may apply for, and DOC may grant, a waiver from these requirements. DOC will notify the recipient for information on the process for requesting a waiver from these requirements. When DOC has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which DOC determines that: a. applying the domestic content procurement preference would be inconsistent with the public interest; b. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. DOC will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [whitehouse.gov/omb/management/made-in-america](https://www.whitehouse.gov/omb/management/made-in-america).

Definitions: “Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. “Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States. “Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy. “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States. -- 1 Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives. 2 IIA, § 70917(c)(1).

Implementation of Domestic Sourcing Requirements

Prior to initiation of any construction that may arise in this award, the NFWF Subrecipient is required to inform NFWF whether it is using iron, steel, manufactured products, or construction materials as described in "Required Use of American Iron, Steel, Manufactured Products, and Construction Materials" above. In addition, the NFWF Subrecipient is required to inform the NFWF whether those materials are produced or manufactured in the United States, or alternatively, it is requesting one or more waivers, as described in the award condition.

Data Sharing Directive.

The Data and Publication Sharing Directive for NOAA Grants, Cooperative Agreements, and Contracts ensures that environmental data funded extramurally by NOAA are made publicly accessible in a timely fashion (typically within two years of collection), and that final manuscripts of peer-reviewed research papers are deposited with the NOAA Central Library (upon acceptance by the journal, or no later than at time of publication). Therefore, non-Federal entities, or recipients, must make data produced under financial assistance publicly accessible in accordance with the Data Management Plan included with the Proposal, unless the grant program grants a modification or an exemption. The text of the Directive is available at <https://nosc.noaa.gov/EDMC/PD.DSP.php>.

A) Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. Data without QC are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.

B) Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.

C) Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."

D) Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.

E) Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.

F) Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

G) Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

Scientific Integrity.

a) Maintaining Integrity. The NFWF Subrecipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.

b) Peer Review. The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

c) In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the NFWF Subrecipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <https://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

d) Primary Responsibility. The NFWF Subrecipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

e) By executing this grant, financial assistance award, or cooperative agreement the NFWF Subrecipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

f) The NFWF Subrecipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

SECTION 6 OTHER REPRESENTATIONS, CERTIFICATIONS, STATEMENTS AND CLAUSES

NFWF Subrecipient acknowledges that all or part of this Agreement may be funded by a non-federal source that requires certain representations, certifications, and other statements relating to the use of such funds or performance of the Project. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

None.



Project: Harbor Island Natural Features Assessment

- **Parks Initiative:** Grand River Greenway/Grand River Coastal Corridor
- **Parks Plan/Strategic Plan/Master Plan Reference (where applicable):** Grand River Coastal Corridor Assessment
- **Location:** Grand Haven (Senate District 31, State House District 88)
- **Estimated Cost** \$50,000
- **Proposed/Committed Funding:**
 - National Fish and Wildlife Foundation (NFWF) Coastal Resilience (Pending): \$50,000
- **Summary:** Following the recommendations of the Grand River Coastal Corridor Assessment, Ottawa County Parks is assisting the City of Grand Haven with the Renew Harbor Island remediation/revitalization effort. An opportunity for funding “a nature-based solutions” approach at the Island to enhance flood and erosion protection while also improving biodiversity is now available. This could include wetland restoration/creation and/or invasive management. This would be a grant funded project and would require that metrics be established to track progress. In order to better understand which interventions would be possible at the site and to establish metrics, a natural features assessment is being proposed as part of this project. It would review flora, fauna, and wetlands as well as other items as needed.
- **Status:** Funding has been secured to move forward with these assessments.





Project: Harbor Island Wetland Enhancements

- **Parks Initiative:** Grand River Greenway/Grand River Coastal Corridor
- **Parks Plan/Strategic Plan/Master Plan Reference (where applicable):** Grand River Coastal Corridor Assessment
- **Location:** Grand Haven (Senate District 31, State House District 88)
- **Estimated Cost:** \$60,000
- **Proposed/Committed Funding:**
 - National Fish and Wildlife Foundation (NFWF) Coastal Resilience (Pending): \$60,000
- **Summary:** Following the recommendations of the Grand River Coastal Corridor Assessment, Ottawa County Parks is assisting the City of Grand Haven with the Renew Harbor Island remediation/revitalization effort. An opportunity for funding “a nature-based solutions” approach at the Island to enhance flood and erosion protection while also improving biodiversity is now available. The Coastal Corridor Assessment noted that a major concern for the Grand River is habitat loss and noted the 83% loss of historic wetlands in the City of Grand Haven. Therefore, any project that can restore/create wetlands will provide substantial benefits. It would appear that Harbor Island offers considerable opportunities in several locations for wetland restoration or other enhancements.
- **Status:** Funding has been secured for a site assessment of 173-acres at Harbor Island to determine best opportunities for wetland enhancements and then proceed to preliminary design where feasible.



Project: Harbor Island Shoreline Enhancements

- **Parks Initiative:** Grand River Greenway/Grand River Coastal Corridor
- **Parks Plan/Strategic Plan/Master Plan Reference (where applicable):** Grand River Coastal Corridor Assessment
- **Location:** Grand Haven (Senate District 31, State House District 88)
- **Estimated Cost:** \$60,000
- **Proposed/Committed Funding:** \$60,000
 - National Fish and Wildlife Foundation (NFWF) Coastal Resilience (Pending):
- **Summary:** Following the recommendations of the Grand River Coastal Corridor Assessment, Ottawa County Parks is assisting the City of Grand Haven with the Renew Harbor Island remediation/revitalization effort. An opportunity for funding “a nature-based solutions” approach at the Island to enhance flood and erosion protection while also improving biodiversity is now available. One focus area would be the 2.5-mile Harbor Island shoreline along the Grand River and South Channel. This shoreline varies between degraded natural shore, rip-rap, turf areas, and seawalls. Enhancements along all or portions of this shoreline could provide storm resiliency, water quality, and biodiversity benefits.
- **Status:** Funding has been secured for a site assessment of Harbor Island’s shoreline to determine best opportunities for enhancements and then proceed to preliminary design where feasible.

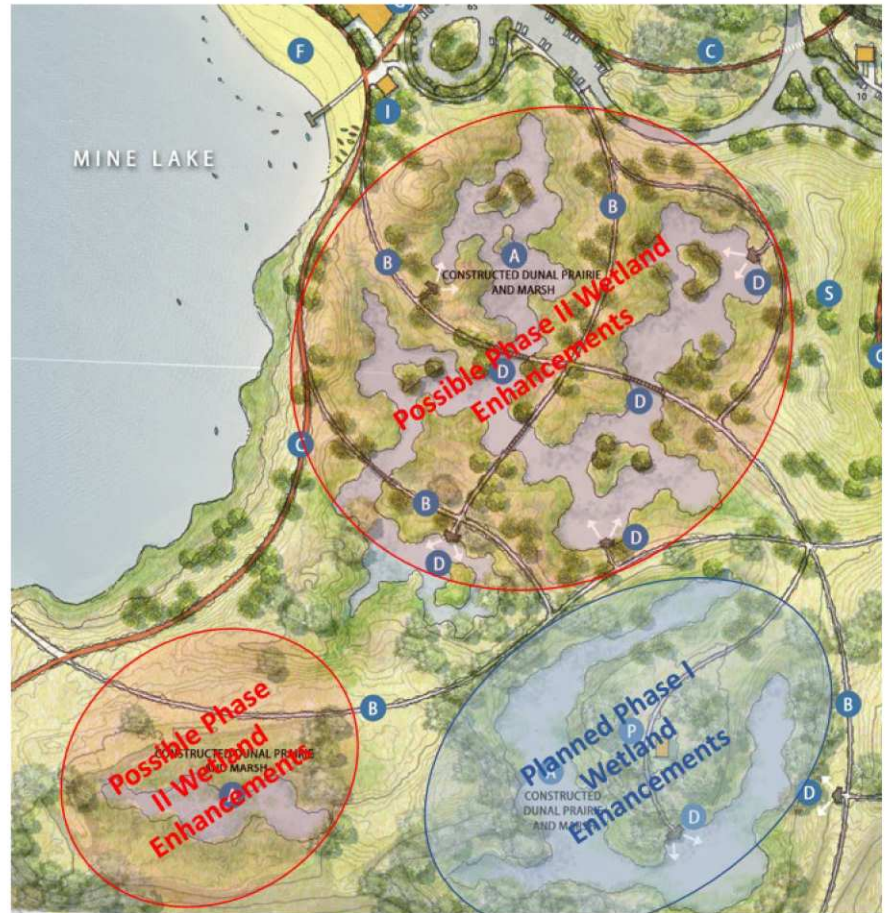




Project: Ottawa Sands Phase II Wetland Enhancements

- **Parks Initiative:** Ottawa Sands
- **Parks Plan/Strategic Plan/Master Plan Reference (where applicable):** Ottawa Sands Master Plan
- **Location:** Ferrysburg and Grand Haven (Senate District 31, State House District 88)
- **Estimated Cost:** TBD
- **Proposed/Committed Funding:**
 - National Fish and Wildlife Foundation Coastal Resilience Grant (Pending)

• **Summary:** Part of the foundational vision for the Ottawa Sands Master Plan is a “regenerative approach.” Given the historic use of the site for extracting sand, significant portions of Ottawa Sands are ecological degraded, opening opportunities for enhancement. At the southeast portion of the site,



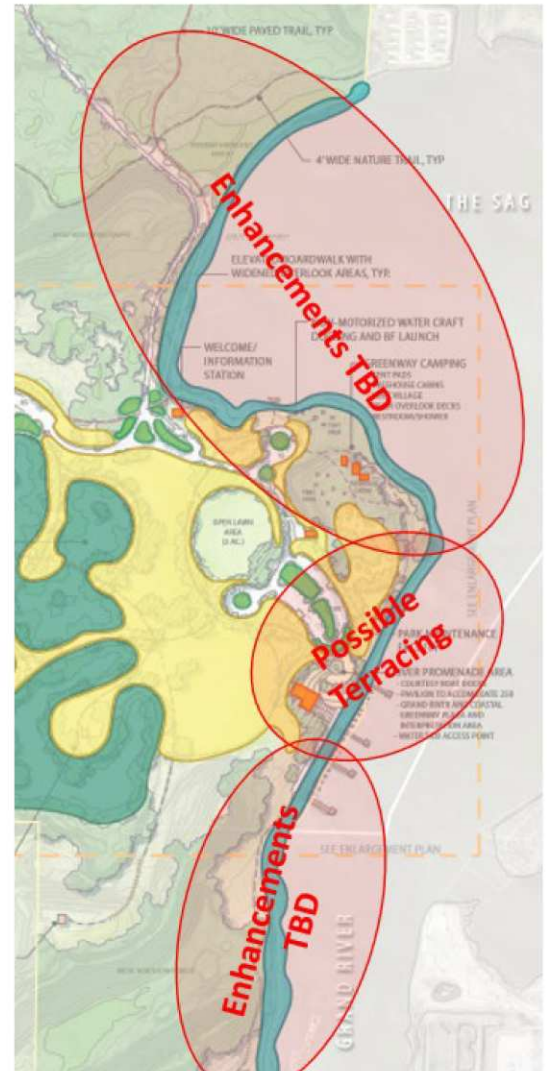
there is a former mining field that has minimal ecological value. Additionally, there are two former mining lagoons at the very south of the site that were filled in but still have wetland characteristics, but provide value for enhancement. In order to promote biodiversity, the Ottawa Sands Master Plan recommends that that the two lagoons be restored and that wetlands be created in the mining field. This would result in approximately 18 acres of wetland enhancements. As part of the enhancements, the trail system would be integrated into the wetland areas with overlooks and shelters developed to provide access as it is anticipated that these areas would attract wildlife.

- **Status:** Funding has been secured to assist with the restoration of one of the mining lagoons (Phase I). Additional funding for site assessment and preliminary design has also been secured.



Project: Ottawa Sands Grand River Shoreline Enhancements

- **Parks Initiative:** Ottawa Sands
- **Parks Plan/Strategic Plan/Master Plan Reference (where applicable):** Ottawa Sands Master Plan
- **Location:** Ferrysburg and Grand Haven (Senate District 31, State House District 88)
- **Estimated Cost:** TBD
- **Proposed/Committed Funding:**
 - National Fish and Wildlife Foundation Coastal Resilience Grant (Pending)
- **Summary:** Part of the foundational vision for the Ottawa Sands Master Plan is a “regenerative approach.” Given the historic use of the site for extracting sand, significant portions of Ottawa Sands are ecological degraded, opening opportunities for enhancement. Ottawa Sands features over a mile of Grand River shoreline with varied ecosystems including wetland/floodplain areas along the Sag and at the very south end of the property and impacts or manmade shoreline along the active mining areas. Given the heavy channel traffic along the partially eroding docking area, the Master Plan recommends terracing and riprap, which could secure the shoreline while providing ecological benefits. In order to determine possible enhancements for other shoreline areas, further evaluation is needed.
- **Status:** Funding for site assessment and preliminary design has been secured.



Action Request

Electronic Submission – Contract # 2162



Committee: BOARD OF COMMISSIONERS

Meeting Date: 12/12/2023

Vendor/3rd Party: GREAT LAKES RECREATION COMPANY

Requesting Department: PARKS AND RECREATION

Submitted By: CURT TERHAAR

Agenda Item: KIRK PARK RENOVATIONS - PLAYGROUND

Suggested Motion:

To approve the contract with Great Lakes Recreation Company in the amount of \$103,807 for installation of a new playground at Kirk Park.

Summary of Request:

Necessary renovations to Kirk Park have been in the planning stages for several years. The improvements funded in part by a Michigan Department of Natural Resources Trust Fund Development Grant include a complete renovation of the existing main restroom building, installation of a new modern septic field system, and installation of a new accessible playground. The restroom and septic field are currently under construction. With the commencement of the playground project, it is anticipated that all improvements would be completed during the off-season and open in time for summer 2024.

Financial Information:

Total Cost: \$103,807.00

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:

12/1/2023 11:15:52 AM

Committee/Governing/Advisory Board Approval Date: 12/5/2023



OTTAWA COUNTY CONTRACT FOR KIRK PARK PLAY AREA

This CONTRACT is made and hereby effective on the 12th day of December, 2023 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 Great Lakes Recreation Company (hereinafter, "Contractor"), with a principal place of business at 39 Veterans Drive Suite 310, Holland, MI 49423.

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.
2. **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.
3. **Contract Documents:** The following documents are the entire Contract between the Contractor and the County. The Contract 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 actually 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 five (5) 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.
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 a period from project kick-off to project completion of stated objectives, Exhibit A.

This Contract may be terminated prior to completion of the Services at the option of the County, upon delivery of written notice by the County to the Contractor.

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 Contract between Contractor and the County for the services as detailed in Exhibit A.
12. Modifying the Contract: This Contract 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 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 Contract, describing Contractor's obligations and responsibilities hereunder, said conflicts and discrepancies shall be resolved by first applying the interpretation of this Contract 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 contract or modification of this Contract shall be written and signed by both parties and will supersede any previous written understandings.

Should any disputes arise with respect to this Contract, Contractor and County agree to act immediately to resolve any such disputes. Pending resolution of such dispute or difference and without prejudice to their rights, both the Contractor and the County shall continue to respect all their obligations and to perform all their duties under this Contract.

15. **Jurisdiction and Venue:** The parties' consent to the exercise of general personal jurisdiction over it by the Ottawa County Circuit Court. Any action on a controversy that arises under or in association with this Contract 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. **Indemnification:** Contractor agrees to indemnify, defend, and hold harmless the County and its officials, officers, employees, volunteers, and agents from and against any and all liability arising out of or in any way related to Contractor's performance of services under this Contract, including, but not limited to, any and all liability resulting from or arising out of intentional, reckless, or negligent acts or omissions of the Contractor, its employees, agents or subcontractors.
17. **Insurance:** Contractor agrees to provide proof of the following insurance coverages, as more fully set forth in Exhibit B, entitled Vendor Insurance Requirements: Workers' Compensation; Employers' Liability; Commercial General Liability; Umbrella/Excess Liability; and, if applicable, Automobile, Professional Liability, and Privacy and Security Liability (Cyber Security). Coverage limits are to be statutory and, if no statute applies, are to be at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These coverages shall protect the Contractor and the County and their respective representatives against any and all claims arising out of or related in any way to the work performed or the products provided.
18. **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 Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.

19. Subcontracts: Contractor may not assign or subcontract any rights or obligations under this contract without the County's prior written approval.
20. Governmental Immunity: The County does not waive its governmental immunity by entering into this Contract, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Contract.
21. 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 indemnify and hold the County harmless against any claim or liability arising from the violation of any such provisions.
22. 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.
23. Notices:
 - a) All notices and other communications for the parties may be served, mailed, or delivered at the following addresses:

If to the Contractor: Great Lakes Recreation Company
Attn: Matt Lawton
39 Veterans Drive Suite 310
Holland, MI 49423
Email: matt@glrec.com

If to Ottawa County: Ottawa County Parks and Recreation Commission
Attn: Curt TerHaar
12220 Fillmore St.
West Olive, MI 49460
Email: cterhaar@miottawa.org

24. **Partial Invalidity:** The partial invalidity of any portion of this Contract shall not be deemed to affect the validity of any other provision. In the event that any provision of this Contract 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.
25. **Attorney Review:** The parties represent that they have carefully read this Contract and have had the opportunity to review it with an attorney. The parties affirmatively state that they understand the contents of this Contract and sign it as their free act and deed.
26. **No Third-Party Benefit:** The provisions of this Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
27. **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 Contract 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.
28. **Miscellaneous:**
 - a) **Force Majeure:** Either party shall be excused from performance under this Contract 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 Contract are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Contract.
 - c) **Modification:** Any modification of this Contract or additional obligation assumed by either party in connection with this Contract 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 Contract, Ottawa County shall have an immediate cause of action for breach of this Contract, 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

By: _____
Joe Moss, Chairperson
Board of Commissioners

Date

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

Date

GREAT LAKES RECREATION COMPANY

By: **Matt Lawton** _____
Digitally signed by Matt Lawton
Date: 2023.11.16 21:33:59 -05'00'

11/16/23

Date

Exhibit A

Playground Proposal for Kirk Park

West Olive, MI

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

Great Lakes Recreation Co., LLC
39 Veterans Drive Suite 310
Holland, MI 49423

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

County of Ottawa, MI
12220 Fillmore St
West Olive, MI 49460

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

BOND AMOUNT:

5% of bid

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

PROJECT (Name, location or address, and Project number, if any):

Supply and install playground, sidewalk, and safety surfacing

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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 requirements 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.

Signed and sealed this 26 day of October, 2023

Great Lakes Recreation Co., LLC

(Principal)

(Seal)

(Witness)

(Title)

THE CINCINNATI INSURANCE COMPANY

(Surety)

(Seal)

(Witness)

(Title)

Jamie Navalta, Power of Attorney



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael Haverdink, Jamie Navalta, Tina Banning, Chris Rickert, Carla Walters, Sheri Springvloed, James Rhoad, Kenda Novak, Ken Northouse, Terri Majeski, Noah Haverdink, Nancy Bosscher,

of JENISON, MI its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Ten Million Dollars and 00/100 (\$10,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice
Vice President

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this day of



Signature of Scott R. Bolan
Assistant Secretary



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, [X] a corporation (please mark 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 Ottawa County Terms and Conditions. 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.



ATTACHMENT A – (CONTINUED)

The vendor must affect and maintain any and all insurance coverage, including, but not limited to, Workers' Compensation; Employers' Liability and General, Contractual and Professional Liability to support such financial obligations. A certificate of insurance detailing insurance coverages may be 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: Great Lakes Recreation Company

Contact Name and Title: Matt Lawton, Estimator

Mailing Address: 39 Veterans Drive Ste. 310 Holland, MI 49423

Phone Number: 616-218-4817 Email Address: matt@glrec.com

Website: www.glrec.com

Federal Employer Identification Number: 83-4711374

The submission of a proposal hereunder shall be considered evidence that the vendor is satisfied with respect to the conditions to be encountered and the character, quantity, and quality of the work to be performed.

BY: Matt Lawton
(Signature of Authorized Representative)

10-25-23
Date

Matt Lawton, Estimator
(Printed Name and Title of Authorized Representative)



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.

Vendor Reference 1			
Customer Name:	Ottawa County	Contact Person:	Jason Boerger
Contact Number:	616-846-8160	Contact Email:	jboerger@miottawa.org
Project Description:	Paw Paw Park - Excavation, concrete, poured in place, playground equipment and installation		

Vendor Reference 2			
Customer Name:	Reeths Puffer Schools	Contact Person:	Adam Ingalls
Contact Number:	231-286-6221	Contact Email:	ingallsa@reeths-puffer.org
Project Description:	Reeths Puffer Schools - New playground equipment as well as replacement parts and safety surfacing to bring existing playgrounds into compliance at 4 schools		

Vendor Reference 3			
Customer Name:	City of St. Joseph	Contact Person:	Greg Grothous
Contact Number:	269-985-0309	Contact Email:	ggrothous@sjcity.com
Project Description:	Riverside Park - New playground equipment and installation at city park.		



Ottawa County

RFP 24-004 Kirk Park Play Area

ATTACHMENT C – BID PROPOSAL FORM

Proposals should include the following document: "Bid Proposal Form", completed by the Vendor, to be considered responsive to RFP 24-004.













KIRK PARK PLAY AREA PRICING

Quantity	Product #	Description / Colors	Unit Cost	Unit Freight	Unit Installation	Total
1		Dumpster			\$1,000.00	\$1,000.00
1		Excavation			\$5,200.00	\$5,200.00
1		Cement			\$6,500.00	\$6,500.00
1609		Square Feet of poured in place rubber safety surfacing for a 6' Fall Height (includes crushed gravel subbase. Price based upon standard color selection. Additional colors available for an upcharge. Price based upon non-aliphatic binder. Aliphatic binder available for an upcharge.)	\$8.00	\$2.00	\$12.00	\$35,398.00
1		Tikes Equipment	\$28,105.00	\$6,151.00	\$14,425.00	\$48,681.00
1		Site Restoration			\$2,500.00	\$2,500.00
1		4' x 10' Concrete Bench Pad	\$450.00			\$450.00
2		6' x 8' Concrete Picnic Table Pad	\$550.00			\$1,100.00
					Subtotal	\$100,829.00
					PLM Bonds	\$2,978.00
					Tax	Exempt
					Total	\$103,807.00



Ottawa County

Request for Proposal 24-004 Kirk Park Play Area

The County of Ottawa, on behalf of Parks and Recreation Department, is requesting proposals from experienced and qualified vendors for the construction of a new play area at Kirk Park, 9791 Lakeshore Drive in Olive Township, Ottawa County.

By responding to this RFP, the Proposer agrees to perform in accordance with the terms and conditions set forth herein.

RFP Issue Date: Thursday, October 5, 2023

Questions Deadline: Monday, October 16, 2023

Addendum Issuance: Thursday, October 19, 2023

RFP Deadline: By 2:00 PM (ET) Thursday, October 26, 2023

RFP Administrator: Steven Holden, Procurement Specialist, 616-994-4778,
purchasing.rfp@miottawa.org

All requests for additional information or questions should be directed to the RFP Administrator.

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Exhibit 1 – General Conditions

Exhibit 2 – General Site Requirements

Exhibit 3 – Earthwork

Exhibit 4 – Project Location

Exhibit 5 – Contract Example

Section 1: Information Summary

General Information:

The County of Ottawa distributes solicitation documents through the Michigan Intergovernmental Trade Network (MITN), website at <http://www.bidnetdirect.com/mitn> and through the Purchasing page of the County of Ottawa's website located at <http://www.miottawa.org/Departments/FiscalServices/bids.htm>. Copies of proposal documents obtained from any other sources 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 RFP, the term "Contractor," "Vendor," "Proposer," "Respondent," or "Bidder" 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:

Proposals must be received by **2:00 PM (ET) on Thursday, October 26, 2023**. Proposals received after this time will not be considered. Proposals may be withdrawn at any time prior to the scheduled proposal deadline. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP Deadline. Proposals should be concise and complete, covering all items identified, emphasizing an understanding of the project and the resources to perform the intended work. Proposals will be reviewed to determine if submission requirements are met. Proposals 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. Vendor assumes responsibility for meeting the submission requirements and addressing all necessary technical and operational issues to meet the project objectives.

All proposals must include completed, signed copies of all required attachments. Vendor assumes all risks associated with electronic submission (including possible technical issues). Attachments must be filled out in full and signed by an authorized Company representative.

Proposal Response:

Proposal response must contain completed, signed copies of each of the following required attachments:

- ATTACHMENT A – Cover Sheet for Proposal
- ATTACHMENT B – Vendor References

- ATTACHMENT C – Bid Proposal Form

Proposals will be accepted by e-mail submission only, as follows:

Respondents will submit an electronic response (preferably single-file PDF format) by e-mail to: purchasing.rfp@miottawa.org with subject line of: “RFP 24-004 Kirk Park Play Area.” The County can receive email attachments up to 25 megabytes. Proposal documents larger than 20 megabytes should be sent in multiple emails with subject line of: “RFP 24-004 – 1 of 2”, etcetera. It will be the Proposers’ responsibility to ensure that their proposal have been appropriately delivered and received.

Modification:

Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the Proposer’s authorized representative. After the submission deadline, responses may not be modified or withdrawn without written consent of the County.

Pre-Proposal Conference:

No pre-proposal conference scheduled.

Questions:

Vendors may submit questions and requests for clarification relating to this RFP to the RFP Administrator by the stated deadline. Responses to all questions and inquiries received by the County will be issued in the form of an Addendum and posted on the MITN and the County’s website, as needed. Only answers to questions submitted prior to the submission deadline and released in the form of an Addendum will be considered official and final. Any remarks or explanations made by phone, email, or in-person will be considered draft and will be non-binding.

Section 2: Background Information

County Information:

Beautiful Ottawa County is located in the southwestern section of Michigan's Lower Peninsula. Its western boundary is formed by Lake Michigan and its eastern boundary is approximately 30 miles inland. The County landmass consists of a total area of 565 square miles with over 300 miles of water frontage. The County is composed of 6 cities, 17 townships, and 1 village.

The current County's legislative body is an eleven-member Board of Commissioners which is elected from single-member districts, determined by population, on a partisan basis for two-year terms. The Board of Commissioners provides oversight, establishes policy, and builds the strategic plan for County operations.

Ottawa County has been named the fastest growing population in the state. Between 2010 and 2020 there was a 12.3% increase in population. The estimated population in the County in 2021 was 299,157. This significant population growth is expected to continue in the years ahead.

Section 3: Scope of Work

The project involves site preparation and excavation, installation of a complete, new play area including concrete walkways, rubber safety surface, and play equipment as detailed in Exhibit 4 – Project Location, and restoration of all areas disturbed by construction activities.

This project will be done concurrently with other park improvement projects including renovation of the existing restroom building and installation of a new septic system.

The budget estimate for all work in this bid package is \$85,000. We are seeking proposals to supply and install the best possible playground for that budget. We expect the vendor to utilize industry knowledge and experience to submit a proposal that will be fun, exciting, and durable while complying with current playground safety standards and allowing for universal accessibility of many play features.

This project will be constructed under one unified contract held by the Contractor with the owner, which will include all trades and subcontractors. Notice to proceed will be given by approximately December 12, 2023. All work is to be completed by May 17, 2024.

Electronic copies of the plans and specifications are available at no charge. Bidding Documents may be viewed at the following plan rooms and on the Ottawa County website:

Builders Exchange of Grand Rapids (616.949.8650)

Construction Association of Michigan (248.972.1113)

Dodge Data & Analytics (877.958.5062)

CDC News (1.800.652.0008)

This project is partially funded by a Michigan Natural Resources Trust Fund Grant No. TF21-0139 and relevant state requirements apply.

All contractors and subcontractors must comply with all requirements of 1976 PA453 (Elliot-Larsen Civil Rights Act), the 1976 PA220 (Persons with Disabilities Civil Rights Act), and Executive Directive 2019-09 as amended so as not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

Please include a minimum of the following features in your proposal:

- Suitable for 5- to 12-year-old users
- Contains universally accessible play features
- Includes tactile and auditory play features
- Includes at least 2 slides
- Poured in place rubber safety surface under all of the structure.
- A 3-foot-wide concrete border (walkway) as shown on the concept abutting the rubber surface. An additional 4' x 10' concrete pad for a bench and a 6' x 8' pad for a picnic table must be attached to the outside of this border.

Form of Proposal:

- Include completed Attachments A-C.
- Include itemized pricing, specifications, and conceptual drawings for your proposed design

Proposals will be judged on the following qualifications:

- Overall appearance/ wow factor/ theme/ “how fun it looks”
- Safety and accessibility
- Quality and durability of materials
- Warranty
- Number of play features
- Compliance with required features
- References and past experience
- As per DNR grant requirements, selection will be based on the lowest qualified bidder

Refer to Exhibits 1-4 for further details of Scope of Work.

Section 4: Proposal Selection 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).

A Proposer may not contact any member of the Evaluation Committee except at the RFP Administrator's direction. Purchasing will notify vendors of relevant steps and status throughout the evaluation process.

Proposals will be evaluated based on the following criteria (of equal weight and in no particular order):

- Experience and Qualifications
- Client/Customer References
- Proposal Response to Scope of Work
- Costs and Fees Proposed

As part of the proposal evaluation process, the finalist vendor(s) may be invited to attend an in-person or virtual interview. The County reserves the right to interview any number of qualifying vendor(s) as part of the evaluation and selection process. The County reserves the right to award a contract without an interview, as determined in the best interest of the County.

The County of Ottawa 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.

The Respondent to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided to the representative(s) designated in the proposal response.

Section 5: Contract Terms, Period, Procedures and Use

The County of Ottawa's intent is to award a contract that will cover project start to completion.

This contract will not be enforced until both parties have agreed and signed as accepted. The Vendor must execute and perform said Agreement.

The proposal, or any part thereof, submitted by the awarded vendor may be attached to and become part of the contract. Proposal pricing reflects a commitment to the terms indicated. 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. Any changes in pricing or payment terms proposed by the Vendor resulting from the requested changes are subject to acceptance by the County.

In the event that a successful agreement cannot be executed, the County reserves the right to proceed with contract negotiations with the other responsive, qualified vendors to provide service as referenced under negotiation process.

Contractors are not to start work until receipt of an Ottawa County Purchase Order, authorizing work to begin. The County's obligation will commence only following the parties' execution of the Contract and the County Board of Commissioners' approval. Upon written notice to the Contractor, the County may set a different starting date for the Contract. The County will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even if such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by the County.

This contract is for use only by the County, including departments, agencies, or courts of the County of Ottawa.

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, the Vendors confirm that they have read and will comply with all the general terms and conditions listed below.

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 Vendor defaults on the resulting 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 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.

The Vendor will adhere to applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination.

Force Majeure:

Neither party to the resulting agreement 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 agrees to indemnify, defend, and hold harmless the County from any and all liability arising out of or in any way related to the Vendor's performance of services related any Contract agreed to as a result of the RFP, including any liability resulting from intentional or reckless or negligent acts or the acts of the employees or agents of Vendor. Vendor will provide proof of the following coverages: worker's compensation, employer's liability, comprehensive general liability and if applicable, automobile, and professional malpractice. 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:

The 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 will retain these records for a minimum period of three 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 Contractors 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.

Exhibit 1 - General Conditions

GENERAL CONDITIONS

Table of Articles

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2. Execution, Correlation, Intent and Interpretation of Documents
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28. Guarantee
29. Project Close-out
30. Iran Economic Sanctions Act

1. DEFINITIONS:

- a. "Contract" - The binding agreement between the Contractor and Ottawa County, which consists of the Agreement between the Contractor and the Owner; General Conditions to the Contract; Drawings, Specifications, Addenda issued prior to execution of the Contract; other documents listed in the Agreement; Modifications and Changes or Field Orders issued after execution of the Agreement; and all Bidding Documents including Invitations, Instructions to Bidders, or portions of addenda relating to bidding requirements. The term "Contract" may also be referred to as the "Agreement" and "Contract Documents".
- b. "Contractor" - The bidder whose proposal is accepted by Ottawa County

- c. "Owner" - The term owner refers to Ottawa County or its authorized representative.
- d. "Landscape Architect" – The term Landscape Architect refers to the landscape architecture staff of the Ottawa County Parks & Recreation Commission or it's authorized representative
- d. "Project" - The total construction of work as described by the plans and specifications performed under the Contract Documents.
- e. "Work" - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

2. EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS OF

DOCUMENTS: By executing the Contract, the Contractor represents that he has visited he site, familiarized himself with the conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.

The intent of the documents is to include all labor, materials, equipment, tools and services necessary for the proper execution and completion of the work. Contractor shall make field measurements to verify or supplement dimensions indicated, and shall assume full responsibility for quantities of material required and accurate fit of all work.

The Contract and related Contract Documents represent the entire and integrated agreement between the Owner and Contractor and supersedes prior negotiations, representations or agreements, either written or oral.

- 3. PERMITS, FEES, and NOTICES: Contractor shall give all notices and secure and pay for all permits, fees and taxes required by law for the proper completion of the work. Contractor shall comply with all laws, ordinances and codes applicable to the work.
- 4. ROYALTIES AND PATENTS: Contractor shall pay all royalties and license fees, shall defend all suits or claims for infringement of any patent rights, and shall save the Owner harmless from loss on account thereof.
- 5. TAXES: The Contractor shall include and be deemed to have included in his bid and Contract price all Michigan Sales and Use Taxes, currently imposed by legislative enactment and as administered by the Michigan Department of Treasury, Revenue Division, on the bid date.
- 6. SUBCONTRACTORS: The Contractor, as soon as reasonably practical after Contract award, shall furnish in writing to the Owner the names of persons or entities proposed as subcontractors for each portion of work. The Contractor shall not subcontract with any person or entity with which the Owner has a reasonable objection. The Contractor shall not change subcontractors without the consent of the Owner.

The Contractor shall ensure that each subcontractor and sub-subcontractor be bound to the Contractor, to the Contract, and to the terms and rights of these documents, including all General and Supplementary Conditions.

7. **EQUAL EMPLOYMENT OPPORTUNITY:** The County of Ottawa is committed to prohibiting discrimination in employment on the basis of race, color, sex, age, religion, national origin, citizenship, height, weight, marital status, or handicap. These factors will not be improperly considered by The County in recruitment, examination, appointment, training, promotion, retention, salary determination, discipline, or any other conditions of employment.

Bidders and their subcontractors, as required by law, shall 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, marital 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.

8. **MATERIALS AND WORKMANSHIP:** Unless otherwise specified, all materials and equipment shall be new, and all work shall be of good quality, free from defects and in conformance with the Contract Documents.
9. **SUPERVISION:** Contractor, or a competent person having authority to act for him, shall be at the work site at all times, and shall have the plans and specifications available on the site. He shall enforce good order among his employees and shall not employ, on the work, any disorderly intemperate or unfit person or anyone not skilled in the work assigned to him.
10. **CLEAN-UP:** Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work and at the completion of the work he shall remove all his waste, tools, equipment, staging and surplus materials from the structure and grounds and leave his work clean and ready for use. Contractor may not use Owner's trash containers. Burning of materials on the site is prohibited.

Contractor shall provide for the control of materials, which can leach into the ground. Contractor shall remove from the site immediately after the completion of the work all delivered, manufactured, spilled, disposed of, or stored chemicals, lime-based materials, hazardous materials or toxic substances used on Owners property as part of the project or work, or part of the Contract. Contractor shall dispose of these hazardous materials and toxic substances in accordance with all laws and regulations. Contractor agrees to indemnify the Owner against all obligations and liabilities arising out of claims made or suits resulting from environmental contamination due to the acts of the Contractor or any subcontractor acting under this Contract. Contractor shall insure that all subcontractors fully comply with these clean-up provisions.

11. **CONFLICT AND ERRORS:** If the contractor, in the course of the work, finds any conflict or discrepancy between the plans and the physical condition of the site or any errors or

omissions in the plans or instructions given by the Landscape Architect, it shall be his duty to immediately inform the landscape architect. Work shall not proceed on the area in question until the concerned parties have agreed upon a course of action. Any work done by the Contractor prior to such resolution shall be done at the Contractors risk.

12. PROTECTION OF PERSONS AND PROPERTY: The Contractor shall:

Confine his operations and vehicular traffic to approved construction drives and shall park vehicles and store materials only in locations approved by the Owner.

Be responsible for protection of Owner's property during the period of construction and shall take care to prevent damage to structures, equipment, utility services, storm and sanitary drainage systems, lawns, trees, plant material, fences, walks, drives, and other improvements in and adjacent to the area of work under this Contract. Any damage to Owner's property resulting from Contractor operations shall be repaired or replaced by the Contractor without additional cost to the Owner.

Take all known and available measures and employ all techniques for the protection of the site, work in progress, and/or materials and equipment stored on site from damage, injury or loss from the elements, vandalism, theft or accelerated degradation or depreciation.

Put into place and continuously managing a meaningful and effective safety program, coordinated among all subcontractors with the Contractor's personnel, knowledgeable, trained, experienced and actively employing safety education, risk recognition and avoidance, all OSHA and MIOSHA requirements, signage, tooling, personal protection devices and periodic inspections of all working conditions on site. The Contractor shall inspect, record and enforce for violations. The contractor shall not rely upon or assume any specialized safety knowledge or experience on the part of the Owner.

Comply with the Williams-Steiger Occupational Safety and Health Act of 1970 (OSHA), the Michigan "Occupational Safety and Health Act" Act 154 of the Public Acts of 1974 (MIOSHA), and all revisions contained therein. Compliance is a condition of this Contract for all construction, alteration and/or repair, including painting and decorating. No Contractor shall require or permit any laborer or mechanic, employed in the performance of the Contract, to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to their health.

13. INSURANCE: Prior to starting this contract, the Contractor shall deposit with the Ottawa County Insurance Authority a certificate from the insurer to the effect that the insurance policies required in the paragraphs below have been issued to the Contractor. By signing and returning Attachment A, the vendor is agreeing to provide evidence of the following coverage.

Contractor(s) must maintain the following insurance during the term of the contract:

The vendor is indemnifying and holding harmless The County of Ottawa, its employees, agents and volunteers against and from all claims, judgments, losses, damages, payments, costs and expenses of every nature and description including attorney's fees arising out of or resulting from the vendor's performance or nonperformance of the work described.

a. Workmen's Compensation and Employer's Liability

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

b. Commercial General Liability

Limit of Liability	\$1,000,000 Each Occurrence
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There shall be no Products/Completed Operations or Contractual Liability exclusion. The County of Ottawa is to be named as an additional insured on a primary basis, and this additional insured status shall NOT terminate upon completion of the project/work.

c. Automobile

Residual Liability Limit	\$1,000,000 Each Accident
Personal Injury Protection	Michigan Statutory
Property Protection Insurance	Michigan Statutory

Coverage shall apply to any auto, including owned, non-owned, and hired. There shall be no Contractual Liability exclusion.

Please provide a certificate of insurance detailing your coverage which meets the above requirements. The certificate must indicate that insurers will provide us written notice 30 days prior to terminating any policy.

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.

14. BONDS: The Contractor is required to provide to the Owner a written Labor and Material Payment Bond and a Performance Bond, each in the amount of one hundred percent (100%) of the contract amount. Bonds shall include:

- a. Full name and address of the Contractor, Surety and Owner
- b. Contract Date
- c. Contract Amount
- d. Landscape Architects Name and Address
- e. Signature
- f. Corporate Seal, if applicable
- g. Notarization
- h. Power of Attorney

15. **INDEMNIFICATION:** The Contractor assumes all risks of damages or injuries, including death, to property or person used or employed on or in connection with the work, and all risks of damages or injuries, including death, to property or persons wherever located, resulting from any action, omission or operation under the Contract or in connection with the work, whether such action, omission or operation is attributable to the Contractor or subcontractor, any material supplier, anyone directly or indirectly employed by any of them or any other person.

The Contractor shall indemnify and hold harmless the Owner, its agents and employees from and against all claims, damages, losses and expenses including attorneys fees arising out of or resulting from the performance of the work, provided that such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including loss of use; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them for whose acts any of them may be liable; regardless of whether or not it is caused in part by a party indemnified hereunder.

The Contractor shall indemnify and hold harmless the Owner, its agents and employees from and against all claims, damages, losses and expenses including attorneys fees arising out of or resulting from claims by or judgments for any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligation of the Contractor under this paragraph shall not extend to liability of the Owner, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications.

16. **OTHER CONTRACTS:** The Owner may let other contracts in connection with the work. The Contractor shall properly connect and coordinate his work with that of other contractors. If any part of the Contractor's work depends, for proper results, upon the work of another contractor, the Contractor shall promptly notify the Owner in writing of any apparent discrepancies or defects that will affect his work. Failure to so notify will constitute his acceptance of the other contractor's work.
17. **CHANGES:** The Owner shall have the right to make changes, including additions, deletions and revisions in the work. Should the Owner desire to make a change, it will request of the Contractor, either orally or in writing, to submit a written proposal to the Owner setting forth the amount of any adjustment to be made in either the contract sum or schedule. The Contractor shall supply such a written proposal within seventy-two (72) hours after requested to do so by the Owner. The Contractor is authorized to proceed with a change in the work only upon the execution by the Owner of a written Change Order. The Contractor waives any claim for quantum merit or other equitable

relief should it determine to proceed in the absence of a change order signed by the Owner.

The amount of any change order shall reflect the considered bid of the Contractor taking into account all financial ramifications of the work requested, including indirect costs incurred by virtue of the impact of the change upon the schedule and the delay and/or adverse impact.

18. **SUSPENSION FOR CONVENIENCE:** The Owner may, with or without cause, order the Contractor in writing to suspend, delay or interrupt the work in whole or part for such period of time as the Owner may determine. An adjustment shall be made for increases in the cost of performance of the Contract, including any profit. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or an equitable adjustment arising from the suspension is made or denied under another provision of this Contract.
19. **INSPECTION:** Contractor shall at all times permit and facilitate inspection of the work by the Owner or the Landscape Architect. The Owner or the Landscape Architect shall have the authority to stop work, or reject work, which in their opinion does not meet requirements of the Contract. No changes in the work, however, shall be made without the approval of the Landscape Architect.
20. **TIME:** Unless stated otherwise, the Contract time is that period specified in the proposal and Agreement Form, including authorized adjustments. The date of commencement of the work is the date established by Notice of Commencement, given by the Owner. The date shall not be postponed by failure to act of the Contractor or of persons or entities for which the Contractor is responsible.

Times stated in the Contract are of the essence of the Contract. By executing this agreement, the Contractor ratifies that the Contract times and requirements are reasonable for performing the work.
21. **EXTENSION OF TIME:** If the Contractor is delayed at any time in progress of the work by an unusual, unavoidable or unexpected event beyond the control of the Contractor; by cause of the Owner, a separate contractor employed by the Owner, or the Landscape Architect; labor dispute; or by other unforeseeable circumstance, then the Contractor shall, upon written application to the Landscape Architect, be granted a reasonable extension of time for completion of the project. Such application shall be made at the time of the delay. Contractor's sole remedy is a reasonable extension of time and Contractor hereby waives any claims for damages by reason of delay
22. **LIQUIDATED DAMAGES:** Liquidated Damages shall be withheld from payment requests in the amount of two hundred fifty dollars (\$250.00) for each day of suitable working weather excluding Sundays and Legal Holidays that the contractor exceeds the specified date of completion. These damages are intended to compensate for losses incurred by the Owner and are not intended as a penalty or to punish.

23. **TERMINATION FOR BREACH:** The Owner may terminate this Contract when the approved progress schedule or any other requirement of this Contract is not met. In the event of such termination, the Owner may complete the contracted work and the Contractor will be liable for any excess cost occasioned by the Owner thereby and in such case the Owner may take possession of and utilize in completing the work such materials and equipment as may be on the site and necessary therefore.

24. **CLAIMS RESOLUTION:**

NOTICE: If the Contractor has a claim against the Owner, whether on its own behalf or including any claim through the Contractor for the benefit of any of its subcontractors or material suppliers, such claim, and the factual basis therefore, must be submitted in writing to the Owner within 10 days of the Contractor learning of the claim.

Alternative Dispute Resolution: The Contractor and the Owner acknowledge and wish to implement a method of resolving some disputes which may arise during the project in a manner intended to be more efficient and less expensive than litigation. Notwithstanding the provisions set forth below, the parties may agree to any legal means and methods for resolving a claim or dispute. In absence of mutual agreement to the contrary, however, the contractual provisions described below will control.

If the parties pursue a claim upon a project for which the Owner retained an architect or engineer to serve as the design professional, and 1) both parties agree that the design professional bears no fault, responsibility or active involvement in the dispute, and 2) the claim is in an amount less than Twenty Thousand (\$20,000.00) Dollars, exclusive of interest, then both parties shall agree on a mediator, who shall investigate the facts, interview parties and witnesses, convene a meeting(s) if necessary, and take other measures it may deem appropriate, so to determine the outcome of the claim, and announce its determination to the parties within 30 days after the claim is submitted. The determination of the mediator shall be binding upon the parties, final and with no recourse or appeal to courts or other tribunals. The determination if not voluntarily implemented and/or paid by the parties shall be capable of being entered as a judgment pursuant to MCL600.500 and MCR 3.602. The cost of the mediator shall equally by the parties.

If, 1) either of the parties contend that the design professional bears some fault, responsibility or active involvement in the dispute, or 2) the parties have a claim pertaining to a project for which no design professional was retained by the Owner, and the claim is in an amount less than Twenty Thousand (\$20,000.00) Dollars, exclusive of interest, then the parties may demand arbitration pursuant to the American Arbitration Association and its rules and procedures for construction disputes, shall govern.

Litigation: If either party has a claim in an amount greater than Twenty Thousand (\$20,000.00) Dollars, the parties will avail themselves, if necessary, to their traditional rights as litigants in a court of law. The parties acknowledge that venue is proper in Ottawa County and that Michigan law shall govern all issues.

No Indirect Claims: The Contractor acknowledges that subcontractors and material suppliers have no direct claims, whether in contract or tort, law or equity, against the Owner (“indirect claim”). The Contractor indemnifies the Owner for any and all damages and expenses incurred, including actual attorney fees, by the Owner in defending indirect claims.

25. PROJECT MEETINGS: Pre-construction and construction progress meetings may be scheduled on a regular or “as-needed” basis by the Landscape Architect. Pre-construction Meetings shall be attended by the Contractor and all major Sub-contractors. Progress meetings shall be attended by the Contractor and Subcontractors whose work is relevant to the probable discussion of the meeting. The Contractor shall be represented by a person with the authority to make decisions regarding the project work.

26. SUBMITTALS: Submit all materials as required in the plans and specifications in a timely manner to avoid unnecessary delay. Allow reasonable time for review as required. Submit the following items and materials at the times and in the forms as listed below:

A. Prior to the Pre-construction Meeting

1. Construction Schedule: a bar-chart type progress schedule showing each major category or unit of work along with its starting and ending dates as well as its sequencing with the other elements of work.
2. List of Subcontractors, including approximate values of their respective work items
3. List of Major Suppliers
4. Schedule of Values: a listing of construction elements and other cost items making up the contract amount. The listing shall be approved by the landscape architect and be of sufficient detail to be useful in determining percentage of completion for payment requests

B. As Required during Construction:

1. Shop Drawings: submit a minimum of three (3) copies of all shop drawings for fabricated items of work or as indicated in the specifications for review and approval prior to commencement of that work. Shop drawings shall clearly and accurately illustrate every aspect of the item of work including dimensions, types of materials, accessories, and finishes. Subcontractor drawings shall be submitted through the Contractor and shall be checked and approved by the Contractor prior to submittal to the Landscape Architect. Drawings shall be clearly marked with the project name. Two copies will be retained by the Landscape Architect, and the remainder returned to the contractor.
2. Product Data and Samples: Submit information and samples for all items indicated as requiring clarification or to determine acceptability of a given product. Include the name of the source, specific product characteristics and all other relevant information. Samples should be of sufficient size to be easily evaluated.

C. Prior to Final Acceptance

1. As- built Drawings: A complete set of full size drawings clearly and accurately showing where actual construction was different from what was originally shown. Clearly and accurately dimension elements as required with contrasting colors. Give particular attention to concealed elements that would be difficult to measure or record at a later date.
2. Maintenance Information: Provide the owner with copies of all relevant information for the operation and maintenance of the finished project. This information may include emergency instructions, spare parts lists, product data, etc.
3. Extra Materials
4. Guarantees
5. Consent of Surety
6. Permit Certifications (if required)
7. Other items as determined at Substantial Completion

27. GUARANTEE: Contractor shall furnish to the Owner a written guarantee to remedy any defect due to faulty materials or workmanship which appear in the work within one year from date of final acceptance by the Owner unless a longer period is provided otherwise in the Contract Documents.

28. PAYMENT:

The Owner shall make monthly payments to the Contractor based upon the Contractor's application for payment to the Landscape Architect and a recommendation for payment to the owner by the Landscape Architect.

Applications for payment must be received by the Landscape Architect by an agreed upon schedule and if approved, the Owner shall make progress payments within forty five days of approval by the Landscape Architect

Applications for payment shall include the percentage of work completed for the various portions of the work during the period covered by the application for payment. Applications shall include a schedule of itemized costs and quantities and other data to substantiate its accuracy as required by the Landscape Architect. If payment is requested for stored materials, copies of invoices showing actual payments made shall be submitted to substantiate such request. The amount of each progress payment shall be paid less ten-percent (10%) retained by the owner pending final determination of cost to the Owner and satisfactory evidence that all conditions of the contract documents have been completed. This amount may be reduced as the project proceeds by mutual agreement between the owner and the contractor

Final payment, including the unpaid balance and retained amount will be made by the Owner to the Contractor following receipt of the final application for payment; satisfactory evidence that all payrolls, material bills and other indebtedness connected with the work have been paid; receipt and approval of all warranties, guarantees, certificates, as-built drawings, operating instructions, consent of surety, and other

documents and conditions required by the contract documents; and final acceptance of the work has been given by the Owner.

The Owner may withhold all or portions of progress or final payments to protect against loss because of the following conditions:

- A. Defective work not remedied.
- B. Third party claim or evidence indicating probable filing of such claim.
- C. Failure of the Contractor to make payments due subcontractors or suppliers.
- D. Damage to the Owners or another contractor's property.
- E. Failure of the Contractor to complete work in accordance with approved project schedule.
- F. Failure of the Contractor to carry out the work in accordance with this Contract.
- G. Evidence that the work cannot be completed for the unpaid balance of the Contract Sum.

When the above grounds are removed, payments withheld shall be made.

29. PROJECT CLOSEOUT:

The contractor shall request a meeting with the Landscape Architect and Owner to verify substantial completion. A punch list of all known items to be completed, prepared by the Contractor, shall also be submitted at the time of the request. After site inspection the contractor will be advised of either unfulfilled requirements or issued a Certificate of Substantial completion. If requirements remain to be completed, the Contractor shall finish the work and request another inspection. If a Certificate is issued, it will form the basis of agreement for final acceptance. Substantial completion shall be defined as the amount of completion required to make the project suitable for its intended use by the owner. This includes physical improvements as well as legal and code requirements for safety and full occupancy.

When all requirements of the contract have been met including all required submittals, the contractor shall submit a final payment request to the Landscape Architect for review and approval. Payment by the owner shall be considered final acceptance. This final acceptance in no way diminishes the right of the owner to seek remedies arising from guarantees or other provisions of the contract.

END OF GENERAL CONDITIONS

Exhibit 2 - General Site Requirements

01000 GENERAL SITE REQUIREMENTS

01000.1 GENERAL

1.1 INCLUDED PROVISIONS – The General Conditions as they apply to this work.

1.2 PROTECTION

- A. Maintain all benchmarks, monuments, and other reference points. If disturbed or destroyed, replace as directed.
- B. Provide approved barricades around trees, shrubs, or other plant life to protect and preserve them during construction.
- C. Protect improvements on the owner's property that are to be preserved. If damaged or destroyed, restore or replace to original condition as acceptable to owner.

1.3 LAYOUT AND STAKING

- A. Layout and grade staking shall be the responsibility of the contractor.
- B. Layout staking shall be approved by the Landscape Architect prior to commencing construction. Any errors or discrepancies in the dimensioning or layout information given on the plans shall be reported to the Landscape Architect immediately. Work completed prior to approval or without resolution of an error or discrepancy may be rejected.
- C. Subcontractors shall verify all staking as it applies to their work and imply acceptance and willingness to correct errors resulting from this staking if work is started.
- D. Work indicated as being laid out in the field shall be staked by the contractor to best approximate the location shown on the plan adjusting to best fit field conditions. After this initial staking, the contractor shall provide on-site assistance to the Landscape Architect to approve or modify final staking locations.

1.4 EXISTING UTILITIES

- A. The contractor shall be responsible for notification to MISS DIG utility alert for location of public utility lines in construction areas. Repairs required because of failure to fulfill this location requirement shall be the responsibility of the contractor.

1.5 TEMPORARY UTILITY SERVICES

- A. The contractor shall provide all required utility and sanitary services and facilities to complete the project. The Owners services and facilities may be used with prior permission.

1.6 FIELD OFFICE

- A. A field office is not required for this project.

1.7 FIELD DOCUMENTS

- A. A minimum of two (2) complete sets of construction documents shall be available on the site at all times that work is occurring. One set shall be used for general reference. The second set shall be used as to record all changes made in the field during the course of construction. This set will be used to create a final set of as-built drawings for the Owner.
- B. Copies of all required permits shall be kept on site at all times.

1.8 PROJECT SIGN

- A. A project sign is not required.
- B. A sign may be installed at the contractor's expense. If a sign is to be installed it must include the project name, Owners name, any design consultants names, and the Contractor's name. It may also include any subcontractors. The sign layout and proposed location shall be approved by the owner prior to fabrication and installation.

1.9 QUALITY CONTROL

- A. The contractor shall be responsible for all testing required to assure that materials and construction techniques meet the requirements of the specifications. This may include, but is not limited to, compaction testing and concrete cylinder testing.
- B. At the owner's discretion, additional testing by an independent testing laboratory may be performed at any time. The contractor shall reconstruct or otherwise repair any piece of work that the testing shows to be below the specified requirements.

END OF SECTION

Exhibit 3 - Earthwork

02200 EARTHWORK

02200.1 GENERAL

- 1.1 INCLUDED PROVISIONS – The General Conditions as they apply to this work.
- 1.2 SUB-SURFACE SOIL DATA- Soil boring data has been provided by the owner but is not guaranteed to be continuous over the entire site. Contractor, at his option, may conduct his own investigation of existing soils.
- 1.3 QUALITY CONTROL- Refer to MDOT Standard Specification for Construction, latest published edition for materials, methods and standards.
- 1.4 DESCRIPTION – This work includes excavation, stockpiling and on-site redistribution of topsoil; excavation and removal of unsuitable soils; excavation for footings and structures; rough and finish grading to approved grade stakes; placement of new soil or aggregate materials; and all other grading and excavation operations as required for complete construction as shown on the plans

02200.2 PRODUCTS

- 2.1 IMPORTED FILL MATERIAL –Use clean sand or other suitable on-site fill material free of frost, ice, cinders, ashes, refuse, sod, roots, boulders, rocks, and chunks of concrete or other organic or inorganic materials.
- 2.2 GRANULAR FILL - Clean sand; MDOT 8.02.06, granular material Class II. limited to 1” maximum size.
- 2.3 BASE AND SUBBASE MATERIALS – MDOT designated material as shown on plans and details.
- 2.4 TOPSOIL - The surface layer of soil reasonably free from subsoil, roots, debris, or any other material detrimental to plant growth. Topsoil should be classifiable as a loam, silt loam, silty clay loam or clay loam according to the USDA soil texture chart. It shall have a ph range of between 5.5 and 7.0 and an organic content between 3% and 20% as determined by the wet combustion test. If topsoil is to be imported to the site, representative samples of the soil shall be professionally tested at a laboratory

approved by the landscape architect for conformance to the above requirements as well as a nutrient analysis.

- 2.5 SOIL EROSION CONTROLS – Soil erosion control products shall be suitable to comply with the requirements of the Michigan Soil Erosion & Sedimentation Control Act.

2200.3 EXECUTION

3.1 COMPACTING EQUIPMENT

- A. For predominately granular soil placed in up to 12” lifts: heavy duty, rolling drum, vibrating compactors.
- B. For predominately granular soil placed in not more than 8” lifts: pneumatic tired, wobble wheel rollers, loaded to not less than 325 lbs. per rated inch of tire width.
- C. For Compacting in small or tight areas: in granular soil use hand operated vibrating compactors, and in clay soil use Barco rammer type.
- D. For predominantly clay soils use sheep’s-foot roller or other suitable equipment.

3.2 PREPARATION

- A. Site limits are as indicated on the drawings where solid (proposed) contour lines indicate a change of the existing grade
- B. Install soil erosion controls as indicated on the drawings.
- C. Remove topsoil to depth at which subsoil is encountered under pavements and from areas which are to be cut to lower grades.
- D. Where trees are indicated to be left standing, stop topsoil stripping at a sufficient distance (drip line) to prevent damage to the main root system.
- E. Stockpile topsoil suitable for redistribution for finish grading at a convenient location, but with approval of the Owner.

- 3.1 GRADING- Finish grades are indicated on the Drawings with solid contour lines and/or spot elevations. Rough grades shall be established to allow for finish grades as specified herein.

3.2 EXCAVATING

- A. Excavate to elevations and dimensions indicated or required, plus sufficient space to permit erection of forms, etc. Bottoms of excavations shall be level and true to the grades indicated.
- B. Provide dewatering equipment, if necessary, to keep areas free of water. Discharge water a sufficient distance from excavations to prevent runback drainage. Avoid excessive removal of fine aggregate.
- C. Organic soil in the subgrade shall be excavated to firm soil or to 12” depth and replaced with MDOT class II sand compacted.
- D. If it is found necessary to excavate deeper than indicated in order to reach firm ground, do said work only after stipulating the cost and obtaining written approval from the Architect and Owner.

- E. Test bottom of excavation for minimum 2500 psf soil bearing pressure. If capacity test fails, compact to a depth of 5' with minimum two passes of a min. 10-ton vibratory roller and retest or overexcavate to reach soil with this capacity.

3.3 CONTROLLED FILL

- A. Compact fill to at least 95% Modified Proctor density (ASTM D1557) under bituminous and concrete paving and at least 85% Modified Proctor in lawns and other noncritical areas.
- B. Fill excavations in 6" layers maximum with approved granular material. Compact to required density and test prior to placing subsequent layer, until desired rough grade is achieved.
- C. Place no fill following a heavy rain without first making certain on isolated test area that compaction can be obtained without damage to the already compacted fill.
- D. Compact fills within 25% of the percentage at optimum moisture content. i.e., if optimum moisture content is 10% fill can be compacted at from 7.5% to 12.5% moisture. If fill is too wet, provide approved means to assist the drying of the fill until suitable for compaction. If fill material is too dry, provide approved means to add moisture to the fill layers. Avoid washout of fine aggregate.
- E. Use compacting equipment as specified. Other suitable compacting methods capable of producing equivalent results may be used with the approval of the testing lab and the Architect.

3.4 TOPSOIL DISTRIBUTION

- A. Redistribute the stockpiled topsoil to the final contours indicated. Remove unsuitable extraneous material which might hinder the fine grading operations including sticks, roots, stones 3/4" diameter and larger, clumps of soil or sod left over from stripping operations.
- B. Topsoil in excess of that which can be used on the site shall be graded smooth on the site at a location approved by the Owner.
- C. Where no grades are shown, areas shall have a smooth and continual grade between existing or fixed controls (such as walks, curbs, catch basins, elevations at steps or

building) and elevations shown on plans. All finish grades shall meet the approval of the Owner and Architect.

- D. Debris resulting from this work shall be removed from the site and properly disposed of by the Contractor.

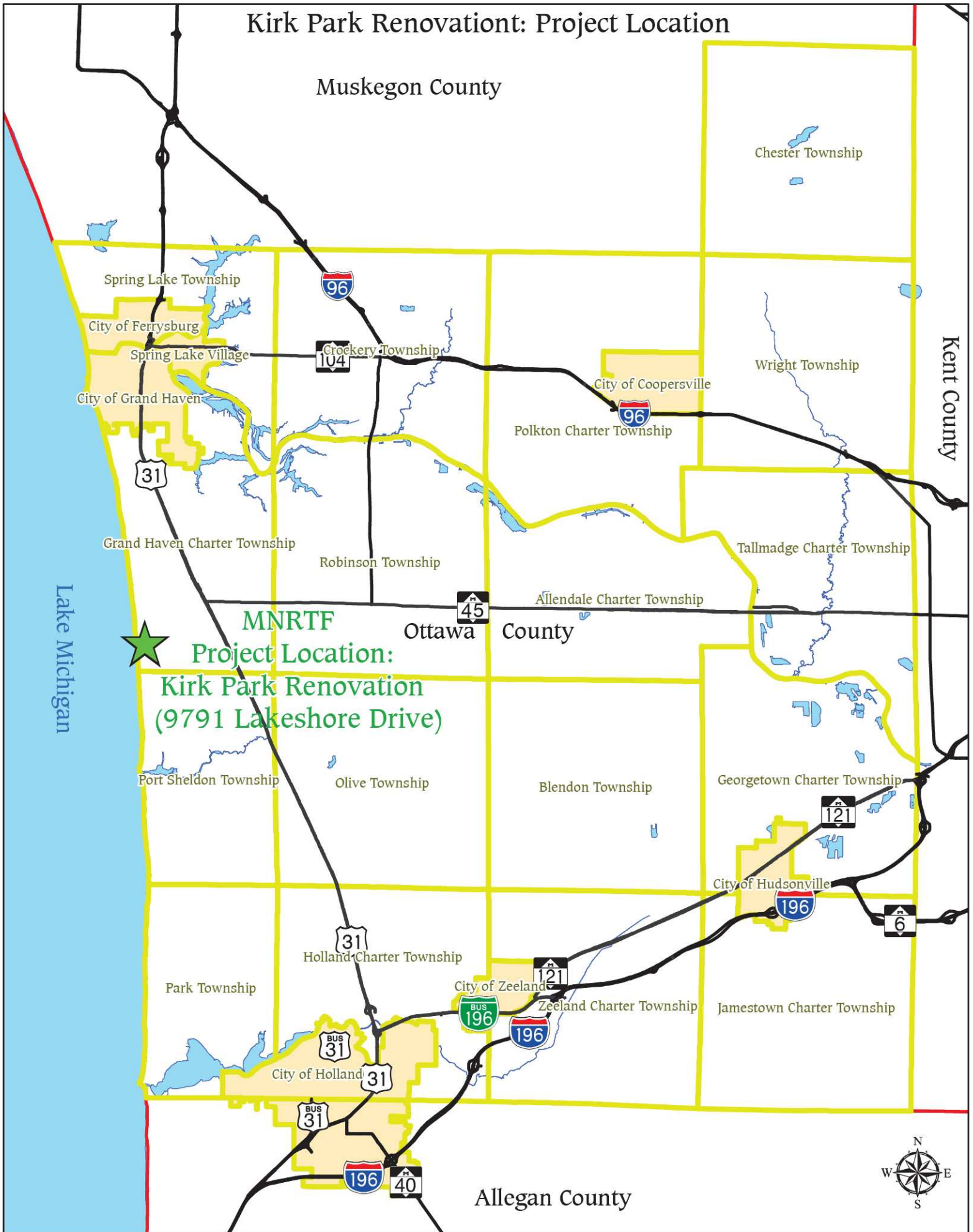
3.5 PREPARATION OF PAVEMENT SUBGRADE AND BASE

- A. Prior to placing fill, strip areas of topsoil, prepare existing grade to a depth of 12” from the surface by compacting to same density as the fill it is to receive and test compaction. Correct deficient areas as specified under CONTROLLED FILL.
- B. Shape subgrade surface to drain to edge of pavement or underdrain system.
- C. Compact and test final shaped subgrade to verify 95% of modified Proctor has been achieved to a 12” minimum depth. Final compacted subgrade shall allow for specified minimum thickness of base material and final surfacing..
- D. Construct in minimum of 2 courses. In no instance shall the depth of any one layer be greater the 4” when screeded with an approved maintainer or motor patrol grader until the gravel surface is smooth and evenly distributed.
- E The screeding and leveling shall be done in combination with rolling by a tamping type, vibrating type or pneumatic type roller until each layer is thoroughly consolidated (95% Modified Proctor). Sprinkling to aid compaction will be allowed.

END OF SECTION

Exhibit 4 - Project Location

Kirk Park Renovation: Project Location



MNRTF
Project Location:
Kirk Park Renovation
(9791 Lakeshore Drive)



Kirk Park

Lake Michigan Coastal Greenway

Legend

- | | | | |
|--|------------------|--|-----------------------|
| | Picnic Area | | Paved Surface |
| | Parking Area | | Concrete Surface |
| | Hiking Trail | | Mowed Turf Areas |
| | Modern Restrooms | | Natural Surface Path |
| | Playground | | Paved Path |
| | Swimming Beach | | Boardwalks/Bridges |
| | Scenic Views | | Crushed Stone |
| | Trailhead Kiosk | | Stairs |
| | Wood Structure | | On-Grade Stairs |
| | | | .34 Distance in Miles |
| | | | Trail Intersection |

Park User Information

- Park Hours:
March 1 to October 15 - 7:00 a.m. to 10:00 p.m.
October 16 through February - 7:00 a.m. to 8:00
- Stay on trails to protect the fragile dunes
- Dogs allowed on beach off-leash at designated times
- No alcohol is permitted
- Bicycles are not allowed on trails
- No motor vehicles beyond parking lot
- No camping or fires
- No hunting
- No lifeguards on duty
- Swim at your own risk
- No smoking on beach
- All Ottawa County Park rules & regulations are in effect on park property

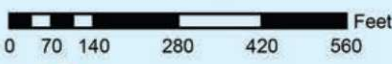
Motor vehicle parking fees are in effect from Memorial Day weekend through Labor Day.

EXISTING DETERIORATED PLAY AREA TO BE REMOVED (By Others)

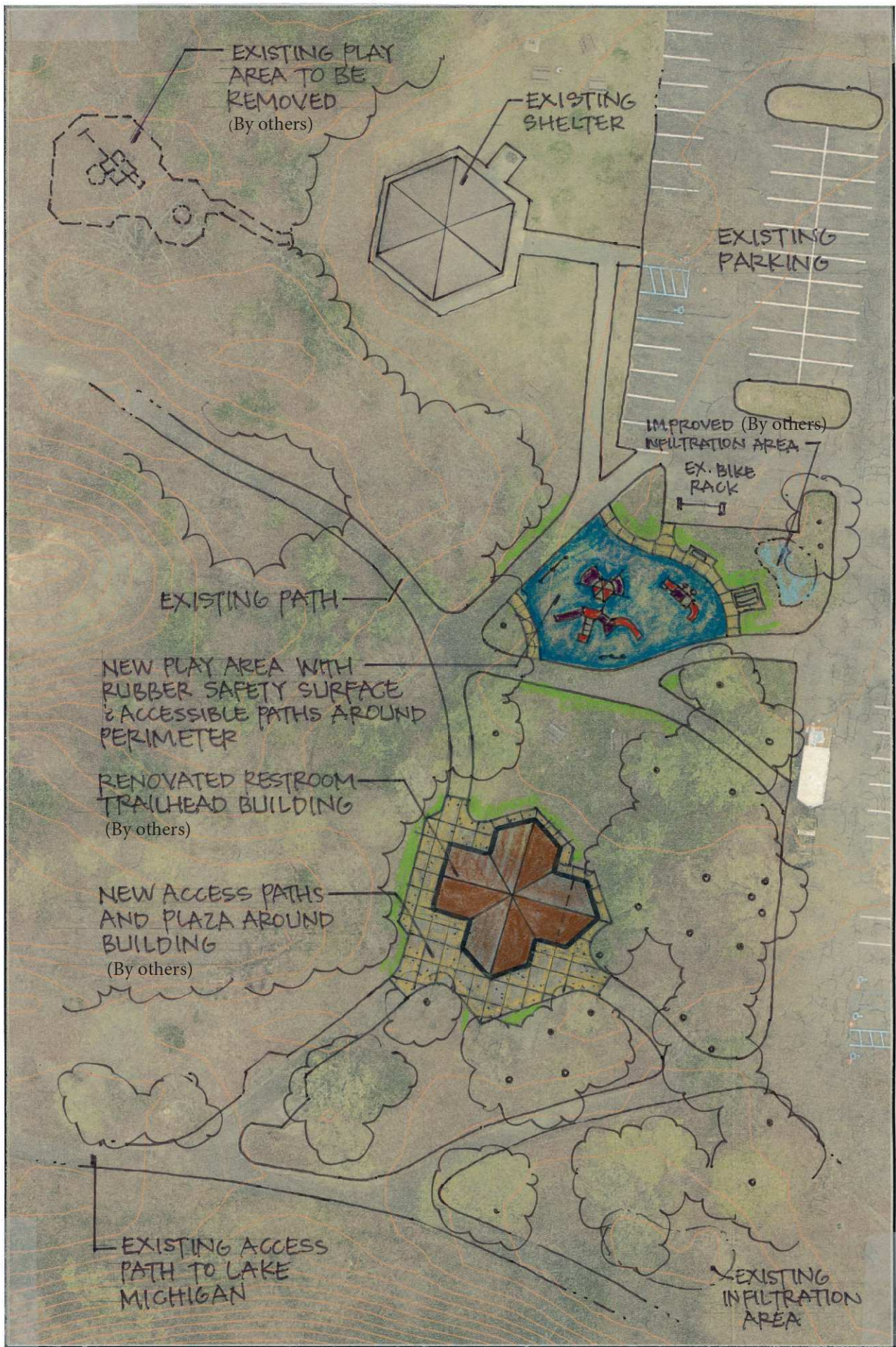
PROPOSED NEW PLAY AREA LOCATION

EXISTING RESTROOM AND PLAZA AREA PROPOSED TO BE RENOVATED (By Others)

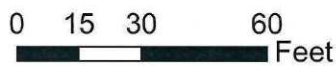
PREVIOUSLY REMOVED PLAY AREA



Ottawa County Parks & Recreation Commission



2022 Kirk Park Improvement Area



Ottawa County Parks & Recreation Commission



Photo 1— New play area location from West



Photo 2 -New play area location from SE

SITE PHOTOGRAPHS

Kirk Park Renovations

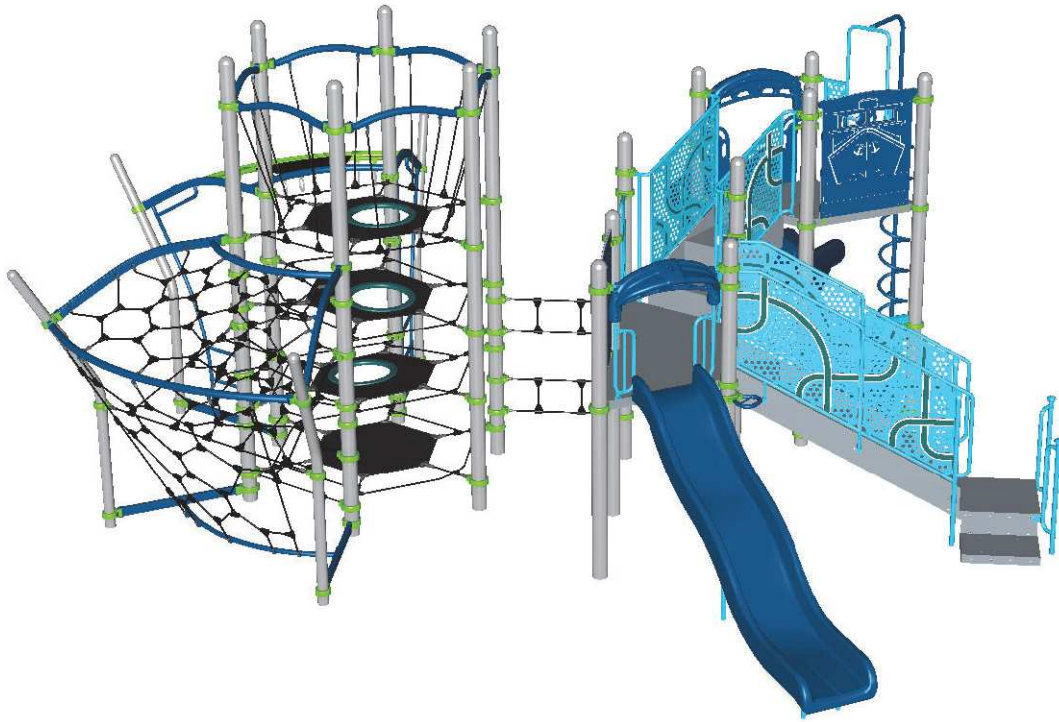


Ottawa County Parks &
Recreation Commission

Proposed main structure to be substantially similar to this structure currently installed at Ottawa County's North Beach Park. Exact structure to be determined based on bidding.

R5

FOR KIDS
AGES
5-12



STRUCTURE#: NF5852BBA

PROJECT#: PEI214572DA-2

DATE: 2/5/2021 | DRAWN BY: Alyssa

Proposed main structure to be substantially similar to this structure currently installed at Ottawa County's North Beach Park. Exact structure to be determined based on bidding.

R5

FOR KIDS
AGES
5-12



STRUCTURE#: NF5852BBA

PROJECT#: PEI214572DA-2

DATE: 2/5/2021 | DRAWN BY: Alyssa

Proposed secondary structure to be substantially similar to this structure meeting needs of 2 to 5 year olds. Exact structure to be determined based on bidding.

R35

FOR KIDS
AGES
2-5



Proposed secondary structure to be substantially similar to this structure meeting needs of 2 to 5 year olds. Exact structure to be determined based on bidding.

R35

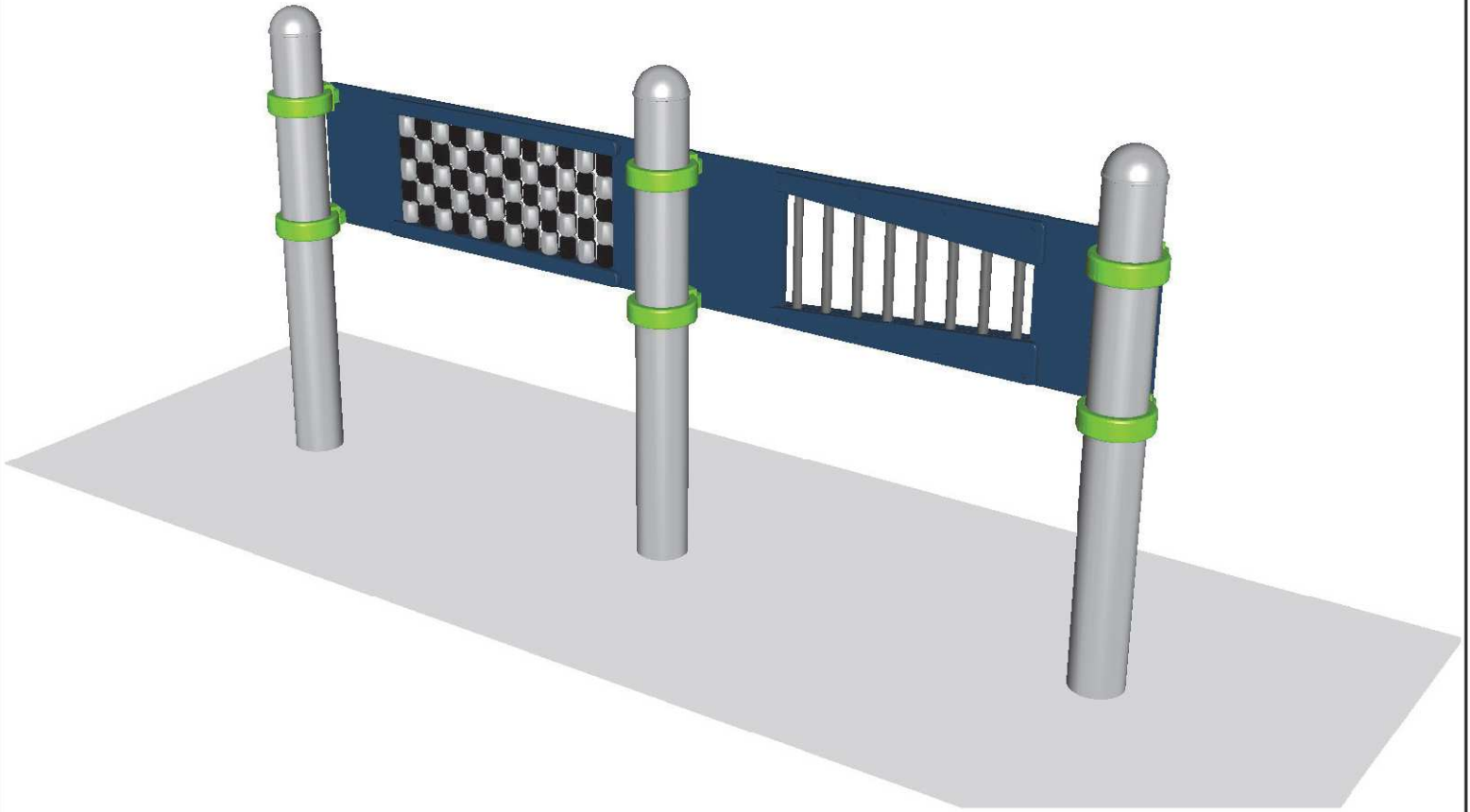
FOR KIDS
AGES
2-5



Proposed additional play element to be substantially similar to this piece currently installed at North Beach Park. Exact element to be determined based on bidding.

R5

FOR KIDS
AGES
5-12





County of Ottawa

Fiscal Service-Purchasing

Exhibit B

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
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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

Action Request



Committee: Board of Commissioners

Meeting Date: 12/12/2023

Requesting Department: Fiscal Services Department

Submitted By: Karen Karasinski

Agenda Item: Accounting, Auditing, and Financial Reporting Policy

Suggested Motion:

To approve and advance to a second reading before the full Board of Commissioners the revised Accounting, Auditing and Financial Reporting Policy

Summary of Request:

County policies require periodic review and updates in addition to when the Governmental Accounting Standards Board issues new requirements. This request is to review the Accounting, Auditing and Financial Reporting Policy and forward it to the Board of Commissioners for a first and second reading before final approval.

The revised policy:

1. Documents how to account for Right-to-use software contracts as outlined in GASB 96 Subscription-Based IT Arrangements (SBITA)
2. Documents how to account for purchases of like equipment which individually cost less than \$5k but when purchased as a group cost greater than \$500k

Financial Information:

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

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: 12/12/23

Summary of Request Continued:



Ottawa County

Fiscal Services Policy

ACCOUNTING, AUDITING AND FINANCIAL REPORTING POLICY

I. POLICY

As stewards of funds, the County must provide accountability for their use. The accounting, auditing and financial reporting functions address accountability and provide critical information to the Board of Commissioners, administrative staff, and department managers that helps them assess their programs and aid in decision-making.

The intent of this policy is to establish guidelines and standards for the County's accounting, auditing and financial reporting process.

II. STATUTORY REFERENCES

Public Act 2 of 1968, Uniform Budgeting and Accounting Act
Public Act 71 of 1919, Uniform System of Accounting MCL 141.921(1)
Public Act 34 of 2001, the Revised Municipal Finance Act
SEC Rule 15c2-12

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

Board of Commissioners Policy Adoption Date and Resolution Number: May 27, 2008; 08-123

Board of Commissioners Review Date and Resolution Number: May 13, 2008; 08-110

Name and Date of Last Committee Review: Planning and Policy Committee, May 11, 2017

Last Review by Internal Policy Review Team: December 5, 2023



Ottawa County

Fiscal Services Policy

IV. PROCEDURE

- A. The County will comply with generally accepted accounting principles as contained in the following publications:
1. *Codification of Governmental Accounting and Financial Reporting Standards* issued by the Governmental Accounting Standards Board (GASB) including all statements, interpretations, technical bulletins, and implementation guides.
 2. *Governmental Accounting, Auditing and Financial Reporting* (GAAFR) issued by the Government Finance Officers Association (GFOA) of the United States and Canada
 3. *Audits of State and Local Government Units*, an industry guide published by the American Institute of Certified Public Accountants (AICPA) including statements of position and practice bulletins.
 4. *Government Auditing Standards* issued by the Controller General of the United States
 5. *Uniform Budgeting and Accounting Act*, State of Michigan Public Act 2 of 1968
 6. *Uniform System of Accounting Act*, State of Michigan Public Act 71 of 1919
 7. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards 2 CFR 200
 8. *Municipal Finance Act*
- B. The County will file all required financial reports by their established deadlines:
1. A comprehensive financial audit including an audit of federal grants according to the United States Office of Management and Budget will be performed annually by an independent public accounting firm. The firm will express an opinion on the County's financial statements.
 2. The Comprehensive Annual Financial Report, including the Single Audit will be issued within six months of the County's fiscal year end.
 3. The Comprehensive Annual Financial Report will be in compliance with the standards and guidelines established by the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting program.



Ottawa County

Fiscal Services Policy

4. The County will submit a qualifying statement to the State of Michigan in compliance with Public Act 34 of 2001, the Revised Municipal Finance Act.
 5. The County will meet all continuing disclosure filings required by the Securities and Exchange Commission (SEC) including the guidelines established by SEC Rule 15c2-12.
 6. The local unit annual fiscal report (F-65).
- A. During the preparation of financial statements, certain assumptions are reasonable and necessary. More information can be found in Note 1 of the Comprehensive Annual Financial Report, but examples are as follows:
1. Capital Assets
 - a. Land, buildings, and equipment that meet the following criteria:
 - i. An initial, individual cost of more than \$5,000
 - ii. An estimated useful life in excess of two years
 - b. Purchases of like equipment that meets the following criteria:
 - i. An initial, individual cost of less than \$5,000
 - ii. An initial, group cost greater than \$500,000 in a single fiscal year
 - iii. An estimated useful life in excess of five years
 - c. Right-to-use software contract that meets the following criteria:
 - i. Materiality thresholds will be considered based on opinion units (governmental activity, major funds, and enterprise funds)
 - d. The County will recognize an impairment when changes in conditions result in an unexpected and significant permanent decline in the service utility of a capital asset
 - e. Department Heads and Elected Officials shall confirm a list of assets biennially, at a minimum, and Fiscal Services will validate the process.
 2. Inventory and prepaid expenditures
 - a. Inventory is valued at cost in the first-in/first-out (FIFO) method and are expensed when consumed, not purchased
 - b. Prepaid items are expensed when consumed, not purchased
- B. A system of internal accounting controls will be maintained to adequately safeguard assets and provide reasonable assurances of proper recording of the County's



Ottawa County

Fiscal Services Policy

- financial transactions. The internal control practices of individual departments will be reviewed annually in connection with the annual audit.
- C. The County will provide accurate and timely financial reports to departments and the Board of Commissioners to aid them in assessing the financial condition of the County and individual departments:
1. Electronic financial reports including a budget to actual comparison, transaction listing and budget exception report will be available to departments.
 2. Fiscal Services Department will provide the Finance and Administration Committee of the Board with budget to actual comparisons for the General Fund and all major funds on a quarterly basis or as requested.

V. REVIEW PERIOD

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

Action Request



Committee: Board of Commissioners

Meeting Date: 12/12/2023

Requesting Department: Administration

Submitted By: John Gibbs

Agenda Item: Transparency Resolution

Suggested Motion:

To approve a resolution highlighting advancements in transparency by the Board of Commissioners and Administration.

Summary of Request:

This resolution highlights advancements in transparency by the Board of Commissioners and Administration, as well as setting goals to further increase transparency in local government.

Financial Information:

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

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration: Recommended Not Recommended Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date:

**COUNTY OF OTTAWA
STATE OF MICHIGAN
RESOLUTION**

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held at the Fillmore Street Complex in the Township of Olive, Michigan on the 12th day of December, 2023 at 9:00 AM local time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

It was moved by Commissioner _____ and supported by
Commissioner _____ that the following Resolution be adopted:

WHEREAS, the current Ottawa County Board of Commissioners has placed a unique and special emphasis on the importance of transparency; and

WHEREAS, the current Ottawa County Board of Commissioners has made it a high priority goal to be the most transparent board in county history; and

WHEREAS, the current Ottawa County Board of Commissioners made it a priority to adjust the Board meeting schedule to make Board of Commissioners Meetings more accessible to the public, by offering an evening meeting, so that those who work during the day could attend; and

WHEREAS, the current Ottawa County Board of Commissioners conducted the process for filling a vacant county commissioner seat through a transparent selection process, including holding two special meetings to select and interview candidates; and

WHEREAS, Administration, in conjunction with the current Ottawa County Board of Commissioners, conducted the most transparent budget process in recent history for FY24, and dedicated more Board Meetings to the budget than previous boards; and

WHEREAS, Administration, in conjunction with the current Ottawa County Board of Commissioners, gave residents multiple opportunities to give public comment, specifically about the FY24 Budget; and

WHEREAS, Administration, in conjunction with the current Ottawa County Board of Commissioners, is procuring comprehensive budgeting software for anticipated adoption in the FY25 budget cycle, which will increase transparency and accessibility of the budgeting process, making the budget much easier to visualize and understand for County staff and residents; and

WHEREAS, Administration, in conjunction with the current Ottawa County Board of Commissioners, actively encouraged members of the community to give public comment at the beginning and end of Board Meetings and Standing Committees; and

WHEREAS, Administration has taken multiple steps to increase transparency and receive feedback from Ottawa County employees regarding specific policies, operations, and rules of conduct; and

WHEREAS, the Ottawa County Board of Commissioners supports taking additional measures in the future to make County operations more transparent and accessible to the public; and

WHEREAS, the Ottawa County Board of Commissioners opposes any changes to County operations which would in any way hinder transparency.

THEREFORE, BE IT RESOLVED that the Ottawa County Board of Commissioners supports transparency and accessible information for County residents; and

LET IT BE FURTHER RESOLVED that the Ottawa County Board of Commissioners supports Administration and their efforts to increase transparency and good governance in the County; and

LET IT BE FURTHER RESOLVED that the Ottawa County Board of Commissioners officially directs Administration to work with Fiscal Services to make all future budgeting software dashboards publicly viewable online.

YEAS: Commissioners: _____

NAYS: Commissioners: _____

ABSTENTIONS: Commissioners: _____

RESOLUTION ADOPTED: _____

Chairperson, Ottawa County
Board of Commissioners

Ottawa County Clerk/Register

Action Request



Committee: Board of Commissioners

Meeting Date: 12/12/2023

Requesting Department: Administration

Submitted By: John Gibbs

Agenda Item: Appointment of a County Commissioner to District 6

Suggested Motion:

To place into nomination the names of:

Joel Buck
Shawn Haff
Lynn Janson
Joseph Parnell McCarter
Kendra Wenzel

And select one (1) to fill one (1) District 6 Commissioner vacancy on the Ottawa County Board of Commissioners beginning immediately and ending December 31, 2024 (two (2) year term).

Summary of Request:

This will fill the vacancy for District 6 County Commissioner.

Financial Information:

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

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

Action is Related to Strategic Plan:

Goal:

Objective:

Administration: Recommended Not Recommended Without Recommendation
County Administrator: 

Committee/Governing/Advisory Board Approval Date: