

*To All Ottawa County Commissioners:*

*The Ottawa County Board of Commissioners will meet on **Tuesday, March 12, 2024 at 9:00 AM** for the regular March 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*
  - A. GCSI Update, Bob DeVries*
- 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 [February 29, 2024](#), Board of Commissioners meeting, the [October 24, 2023](#), Special Hearing and the [February 22, 2024](#), Special Meeting of the Board of Commissioners.*

From Administration

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

Suggested Motion:

To receive for information the Treasurer's Office 2023 Annual Report.

C. [Ottawa County 20<sup>th</sup> Circuit Court Probation and Parole 2023 Annual Report](#)

Suggested Motion:

To receive for information the 20<sup>th</sup> Circuit Court Probation and Parole 2023 Annual Report.

From the Planning and Policy Committee

D. [Land & Water Conservation Fund Grant Application For UMAC](#)

Suggested Motion:

To approve the Land and Water Conservation Fund program application for funding assistance for Upper Macatawa Natural Area - Greenway Trailhead project.

E. [Contract for MDNR Support of Bass River Trail Segment](#)

Suggested Motion:

To approve the Cooperative Agreement with the Michigan Department of Natural Resources for funding assistance in the amount of \$715,000 for the development of the Idema Explorers Trail Bass River Segment Phase I.

F. [2024 Michigan Natural Resources Trust Fund Grant Application](#)

Suggested Motion:

To approve the Michigan Natural Resources Trust Fund (MN RTF) program application for funding assistance to construct the Eastmanville Connector Segment of the Grand River Greenway Idema Explorers Trail.

From the Finance and Administration Committee

G. [Accounts Payable for January 29, 2024 through February 23, 2024](#)

Suggested Motion:

To approve the general claims in the amount of \$19,109,990.54 as presented by the summary report for January 29, 2024 through February 23, 2024.

H. [Republic Services Contract](#)

Suggested Motion:

To approve a contract with Republic Services.

I. [Resolution to Authorize "Qualifying Statements" for Bonding Purposes](#)

Suggested Motion:

To approve the Resolution to authorize certification of a "Qualifying Statement" for bonding purposes.

J. [Veterans Affairs Department Personnel Request](#)

Suggested Motion:

To approve a proposal to add one, 1.0 FTE full-time, benefited Administrative Assistant position at universal paygrade 7 for a total cost of \$97,211.

K. [FY2024 Budget Adjustments](#)

*Suggested Motion:*

*To approve the FY2024 budget adjustments per the attached schedule.*

8. *Agenda and Action Requests*

A. [Beach Water Monitoring Grant](#)

*Suggested Motion:*

*To approve a contract with The Michigan Department of Environment, Great Lakes and Energy (EGLE) for beach water monitoring.*

B. [Scrap Tire Clean-up Grant Agreement from EGLE](#)

*Suggested Motion:*

*To approve and sign the scrap tire clean-up grant from the Michigan Department of Environment, Great Lakes, and Energy (EGLE).*

C. *Appointment of Interim County Administrator*

*Suggested Motion:*

*To appoint an Interim County Administrator.*

9. *Committee Reports*

A. [Ottawa County Treasurer's Office 2023 Annual Report](#)

*Presented by Cheryl Clark, Ottawa County Treasurer*

B. [Ottawa County 20<sup>th</sup> Circuit Court Probation and Parole 2023 Annual Report](#)

*Presented by Heath White, Probation/Parole Manager*

10. *Public Comment*

11. *Additional Business*

A. *Update from the Board Chair*

12. *Adjournment at Call of the Chairperson*

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

The Ottawa County Board of Commissioners met on Thursday, February 29, 2024, at 6:37 p.m. and was called to order by the Chairperson.

The prayer was pronounced by Pastor Marshall Holtvluwer.

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, Doug Zylstra, Jacob Bonnema, Joe Moss, Kendra Wenzel, Rebekah Curran, Sylvia Rhodea, Roger Belknap, Roger Bergman, Allison Miedema. (11)

Correspondence

None.

Public Comments

Public comments were made by the following:

1. Joseph Parnell McCarter-Georgetown Township
2. Dan Zimmer-Port Sheldon Township
3. Donna Mooney-Georgetown Township
4. Rebecca Patrick-Allendale Township
5. Laura Potgeter-Allendale Township
6. Sheila Dettloff-Holland Township
7. Harvey Nikkel-Georgetown Township
8. Bob Spaman-Blendon Township
9. Dena Arner-Holland Township
10. Kim Nagy-Georgetown Township
11. Virginia Greenlee-Park Township
12. Karen Obits-Spring Lake Village
13. David Morren-Allendale Township
14. Lyn Jansen-Grandville
15. Jim Kuiper-Holland Township
16. Bruce Greenlee-Park Township
17. David Barnosky-Port Sheldon Township
18. Kurt Meppelink-Zeeland Township

Approval of Agenda

B/C 24-060      Roger Bergman moved to approve the agenda.

The motion passed.



Consent Resolutions

Commissioner Ebel would like to move Consent Item 7A off Consent to make an amendment. This was moved to 8A.

B/C 24-061 Rebekah Curran moved to approve the following Consent Resolutions.

B. To ratify all contracts for the period of January 1, 2024 to January 31, 2024 currently pending on the post-execution ratification list as authorized under Section IV(D)(2) of the Ottawa County Contracting Authorization and Form Policy.

The motion passed by the following votes: Yeas: Roger Belknap, Rebekah Curran, Gretchen Cosby, Jacob Bonnema, Sylvia Rhodea, Doug Zylstra, Kendra Wenzel, Allison Miedema, Lucy Ebel, Roger Bergman, Joe Moss. (11)

Agenda and Action Requests

B/C 24-062 Rebekah Curran moved to approve the minutes as amended for the February 13, 2024, Board of Commissioners meeting.

The motion passed.

B/C 24-063 Lucy Ebel moved to amend the minutes on motion B/C 24-036 from February 13, 2024, to add Lucy Ebel to the Nays votes. There are currently only 8 names and with the addition of Lucy Ebel it will make it 9 as stated in the minutes.

The motion passed.

Committee Reports

None.

Public Comment

1. Bob Spaman-Blendon Township
2. Donna Mooney-Georgetown Township
3. Sheila Dettloff-Holland Township
4. Dena Arner-Holland Township
5. Dan Zimmer-Port Sheldon Township
6. Cindy Kornoelje-Tallmadge Township
7. David Morren-Allendale Township
8. Harvey Nikkel-Georgetown Township
9. Karen Obits-Spring Lake Village
10. Virginia Greenlee-Park Township
11. Ronnie Allen-Allendale Township

Online Public Comment

1. Meegan Zikus-Allendale Township

2. Joe Spaulding-Holland Township

Adjournment at Call of the Chairperson

The Chairperson adjourned the meeting at 8:05 p.m.

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

JOE MOSS, Chairperson  
Of the Board of Commissioners

**PROPOSED  
PROCEEDINGS OF THE OTTAWA COUNTY  
BOARD OF COMMISSIONERS  
OCTOBER SESSION – SPECIAL MEETING**

The Ottawa County Board of Commissioners met on Tuesday, October 24, 2023, at 8:02 a.m. and was called to order by the Chairperson.

The prayer was pronounced by Reverend Dan.

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)

Absent: Kyle Terpstra. (1)

Correspondence

None.

Approval of Agenda

SM1 23-001 Rebekah Curran moved to approve the agenda of today.

The motion passed.

Consent Resolutions

None.

Special Hearings

SM1 23-002 Sylvia Rhodea moved to begin the hearing at 8:06 a.m. under MCL 46.11 (n) to consider charges justifying the removal of Adeline Hambley from her position as Administrative Health Officer.

The motion passed by the following votes: Yeas: Roger Belknap, Rebekah Curran, Gretchen Cosby, Jacob Bonnema, Sylvia Rhodea, Allison Miedema, Lucy Ebel, Joe Moss.  
(8)

Nays: Doug Zylstra and Roger Bergman. (2)

Chairperson Moss introduced retired Judge Thomas E. Brennan Jr. as the facilitator of this hearing.

Attorney David Kallman read the charges justifying the removal of Adeline Hambley and chose not to give an opening statement.

Attorney Sarah Howard gave opening statements on behalf of Adeline Hambley.

Attorney David Kallman gave testimony to the charges.

Chairperson Moss called for a recess at 8:25 a.m.

Chairperson Moss called the meeting back to order at 8:32 a.m.

Attorney Sarah Howard called County Clerk Justin Roebuck to the stand.

Attorney David Kallman questioned Clerk Roebuck.

Attorney Sarah Howard called Marcie VerBeek to the stand.

Chairperson Moss called for a recess at 9:08 a.m.

Chairperson Moss called the meeting back to order at 9:16 a.m.

Attorney Sarah Howard continued to question Marcie VerBeek.

Attorney David Kallman questioned Marcie VerBeek.

Chairperson Moss called for a recess at 9:48 a.m.

Chairperson Moss called the meeting back to order at 9:57 a.m.

Attorney Sarah Howard called Karen Karasinski to the stand.

Chairperson Moss called for a recess at 10:59 a.m.

Chairperson Moss called the meeting back to order at 11:12 a.m.

Attorney Sarah Howard continued to question Karen Karasinski.

Attorney David Kallman questioned Karen Karasinski.

Attorney Sarah Howard redirected questions to Karen Karasinski.

Attorney Sarah Howard called Nina Baranowski to the stand.

Chairperson Moss called for a lunch recess at 11:51 a.m.

Chairperson Moss called the meeting back to order at 12:38 p.m.

Attorney Sarah Howard continued to question Nina Baranowski.

Attorney David Kallman questioned Nina Baranowski.

Attorney Sarah Howard called Spencer Ballard to the stand.

Attorney David Kallman questioned Spencer Ballard.

Chairperson Moss called for a recess at 1:16 p.m.

Chairperson Moss called the meeting back to order at 1:40 p.m.

Attorney Sarah Howard called John Shay to the stand.

Attorney Sarah Howard called Patrick Waterman to the stand.

Chairperson Moss called for a recess at 2:20 p.m.

Chairperson Moss called the meeting back to order at 2:31 p.m.

Attorney David Kallman questioned Patrick Waterman.

Attorney Sarah Howard redirected questions to Patrick Waterman.

Attorney Sarah Howard called Paul Klimas to the stand.

SM1 23-003 Rebekah Curran moved to recess at 2:38 p.m. until tomorrow October 25, 2023, at 8:00 a.m.

The motion passed.

Chairperson Moss called the meeting back to order at 8:06 a.m. on October 25, 2023.

Attorney Sarah Howard called Administrator John Gibbs to the stand.

Chairperson Moss called for a recess at 8:46 a.m.

Chairperson Moss called the meeting back to order at 9:06 a.m.

Attorney Sarah Howard continued to question John Gibbs.

Chairperson Moss called for a recess at 10:25 a.m.

Chairperson Moss called the meeting back to order at 10:41 a.m.

Attorney Sarah Howard continued to question John Gibbs.

Chairperson Moss called for a lunch recess at 11:35 a.m.

Chairperson Moss called the meeting back to order at 12:37 p.m.

Attorney David Kallman questioned Administrator John Gibbs.

Attorney Sarah Howard redirected questions to John Gibbs.

Attorney Sarah Howard called Health Officer Adeline Hambley to the stand.

Chairperson Moss called for a recess at 2:43 p.m.

Chairperson Moss called the meeting back to order at 3:08 p.m.

Both Counsel presented their summarizations to the Board.

B. Board Discussion and Deliberations-Several Commissioners commented on the hearing.

Agenda and Action Requests:

SM1 23-004 Doug Zylstra moved to place into nomination the name(s) of (\*Indicates recommendation from the County Clerk/Register):

\*Chris Kostamo

Thomas Parker

Alex Abramajtys

and to select one (1) to fill (1) Democratic Party Appointment vacancy on the Board of County Canvassers beginning November 1, 2023 and ending October 31, 2027. (four (4) year term).

Roll Call Votes:

Cosby-Kostamo

Bergman-Kostamo

Zylstra-Kostamo

Bonnema-Kostamo

Miedema-Kostamo

Curran-Kostamo

Ebel-Kostamo

Belknap-Kostamo

Rhodea-Kostamo

Moss-Kostamo

With 10 votes, Chris Kostamo has been appointed to the Board of County Canvassers.

SM1 23-005 Rebekah Curran moved to place into nomination the name(s) of (\*Indicates recommendation from the County Clerk/Register):

\*Chari Brink

Lloyd Van Duyn

Cindy Lhorke

and to select one (1) to fill (1) Republican Party Appointment vacancy on the Board of County Canvassers beginning November 1, 2023 and ending October 31, 2027. (four (4) year term).

## Roll Call Votes:

Bonnema-Van Duyn	Ebel-Van Duyn
Bergman-Brink	Miedema-Van Duyn
Cosby-Van Duyn	Rhodea-Van Duyn
Curran-Van Duyn	Zylstra-Brink
Belknap-Van Duyn	Moss-Van Duyn

With 8 votes, Lloyd Van Duyn has been appointed to the Board of County Canvassers.

SM1 23-006 Roger Bergman moved to approve a resolution opposing state control over solar siting.

The motion passed by the following votes: Yeas: Roger Belknap, Rebekah Curran, Gretchen Cosby, Jacob Bonnema, Sylvia Rhodea, Allison Miedema, Lucy Ebel, Roger Bergman, Joe Moss. (9)

Nays: Doug Zylstra. (1)

Public Comment

1. Dan Zimmer-Port Sheldon Township
2. David Barnosky-Port Sheldon Township
3. Rob Davidson-Spring Lake Township
4. Rebecca Patrick-Allendale Township
5. Dena Arner-Holland Township
6. Marla Walters-Holland Township
7. Alpha Mansaray-Holland Township
8. John Fras-Jenison
9. Sheila Detloff-Holland Township
10. Marcia Mansaray-Holland Township
11. Bonnie Tardoth-Unknown
12. Chantell Martineaux-Park Township
13. Harvey Nikkel-Georgetown Township

Committee Reports

None.

Additional Business

A. Administrator's Report-The County Administrator had nothing to report.

SM1 23-007 Gretchen Cosby moved at 5:48 p.m. to recess the meeting until Monday, October 30, 2023, at 8:00 a.m., to give the Board more time to process all the information presented.

The motion passed.

Chairperson Moss called the meeting back to order at 8:04 a.m. on October 30, 2023.

Commissioner Kyle Terpstra was present for the meeting.

SM1 23-008 Joe Moss moved at 8:05 a.m. to recess the meeting until Monday, November 6, 2023, at 9:00 a.m., to give the Board more time to process all the information presented.

The motion passed.

Chairperson Moss called the meeting back to order at 9:00 a.m. on November 6, 2023.

Commissioner Kyle Terpstra was present for the meeting.

SM1 23-009 Joe Moss moved to go into closed session at 9:01 a.m. pursuant to MCL 15.268(e) to consult with corporate counsel regarding litigation in connection with Hambley v. Ottawa County because in open meeting would have a detrimental financial effect on the litigation or settlement position of the County.

The motion passed by the following votes: Yeas: Roger Belknap, Rebekah Curran, Gretchen Cosby, Jacob Bonnema, Sylvia Rhodea, Doug Zylstra, Kyle Terpstra, Allison Miedema, Lucy Ebel, Roger Bergman, Joe Moss. (11)

Mr. Terpstra left the meeting at 3:23 p.m.

SM1 23-010 Roger Bergman moved to come out of closed session at 5:01 p.m. pursuant to MCL 15.268(e) to consult with corporate counsel regarding litigation in connection with Hambley v. Ottawa County because in open meeting would have a detrimental financial effect on the litigation or settlement position of the County.

The motion passed.

SM1 23-011 Joe Moss moved to accept counsels' recommendation regarding litigation and settlement activities in the case of Hambley v. Ottawa County as addressed during Closed session.

The motion passed by the following votes: Yeas: Rebekah Curran, Roger Belknap, Sylvia Rhodea, Allison Miedema, Lucy Ebel, Gretchen Cosby, Joe Moss. (7)

Nays: Doug Zylstra, Roger Bergman, Jacob Bonnema. (3)

SM1 23-012 Joe Moss moved to recess at 5:25 p.m. until November 14, 2023, at 9:00 a.m.

The motion passed.

Chairperson Moss called the meeting back to order at 9:02 a.m. on November 14, 2023.

Commissioner Kyle Terpstra was absent for the meeting.



SM1 23-013 Joe Moss moved to go into closed session at 9:03 a.m. pursuant to MCL 15.268(e) to consult with corporate counsel regarding litigation in connection with Hambley v. Ottawa County because in open meeting would have a detrimental financial effect on the litigation or settlement position of the County.

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)

SM1 23-014 Roger Bergman moved to come out of closed session at 3:43 p.m. pursuant to MCL 15.268(e) to consult with corporate counsel regarding litigation in connection with Hambley v. Ottawa County because in open meeting would have a detrimental financial effect on the litigation or settlement position of the County.

The motion passed.

SM1 23-015 Joe Moss moved to recess at 3:45 p.m. until November 28, 2023, at 1:30 p.m.

Chairperson Moss called the meeting back to order at 1:33 p.m. on November 28, 2023.

Commissioner Bonnema was absent for the meeting.

SM1 23-016 Sylvia Rhodea moved to go into closed session at 1:34 p.m. pursuant to MCL 15.268(e) to consult with corporate counsel regarding litigation in connection with Hambley v. Ottawa County because in open meeting would have a detrimental financial effect on the litigation or settlement position of the County.

The motion passed by the following votes: Yeas: Gretchen Cosby, Roger Bergman, Doug Zylstra, Allison Miedema, Rebekah Curran, Lucy Ebel, Roger Belknap, Allison Miedema, Joe Moss. (9)

SM1 23-017 Rebekah Curran moved to come out of closed session at 3:54 p.m. pursuant to MCL 15.268(e) to consult with corporate counsel regarding litigation in connection with Hambley v. Ottawa County because in open meeting would have a detrimental financial effect on the litigation or settlement position of the County.

The motion passed.

The meeting resumed at 3:57 p.m.

SM1 23-018 Joe Moss moved to authorize corporate counsel to arrange and participate in mediation in the Hambley v. Ottawa County matter upon the following terms:

- a. Corporate Counsel has the authority to coordinate with Ms. Hambley's attorney to select a mediator and the date and time of the mediation; and
- b. Corporate Counsel has not been delegated any authority to make any binding offers or make a final decision in the Hambley v. Ottawa County matter.

The motion passed by the following votes: Yeas: Lucy Ebel, Roger Bergman, Allison Miedema, Gretchen Cosby, Sylvia Rhodea, Rebekah Curran, Doug Zylstra, Roger Belknap, Joe Moss. (9)

- SM1 23-019 Joe Moss moved that pursuant to Board Rule 5.2 that a special committee of five members be formed to participate in mediation in the Hambley v. Ottawa County matter upon the following terms:
- a. The special committee is only advisory in nature and has no authority to effectuate or formulate public policy;
  - b. The special committee has not been delegated any decision-making authority;
  - c. The special committee may make recommendations for the full Board to review;
  - d. Any final decision relating to mediation, or the Hambley v. Ottawa County litigation shall be made by the full Board; and
  - e. The Chairman hereby appoints, and the Board approves, the following commissioners to be members of the special committee:
    - i. Joe Moss, Chair
    - ii. Sylvia Rhodea
    - iii. Gretchen Cosby
    - iv. Allison Miedema
    - v. Doug Zylstra

The motion passed by the following votes: Yeas: Roger Belknap, Rebekah Curran, Allison Miedema, Gretchen Cosby, Doug Zylstra, Roger Bergman, Sylvia Rhodea, Lucy Ebel, Joe Moss. (9)

- SM1 23-020 Joe Moss moved to recess at 3:59 p.m., without date, to allow mediation to occur, and the hearing will reconvene upon proper notice issued by the Chair.

The motion passed.

Chairperson Moss called the meeting back to order at 9:11 a.m. on February 26, 2024, for mediation.

Commissioner Bonnema was absent for the meeting.

- SM1 23-021 Joe Moss moved to go into closed session at 9:12 a.m. pursuant to MCL 15.268(e) to consult with corporate counsel regarding litigation in connection with Hambley v. Ottawa County, because an open meeting would have a detrimental financial effect on the litigation or settlement position of the county.

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

Closed session started at 9:45 a.m.

Commissioner Ebel left the meeting at 3:00 p.m.

Commissioner Bonnema joined the meeting at 6:27 p.m.

Commissioner Ebel rejoined the meeting at 7:06 p.m.

SM1 23-022 Rebekah Curran moved to come out of closed session at 8:52 p.m. pursuant to MCL 15.268(e) to consult with corporate counsel regarding litigation in connection with Hambley v. Ottawa County, because an open meeting would have a detrimental financial effect on the litigation or settlement position of the county.

The motion passed.

The meeting resumed at 8:59 p.m.

SM1 23-023 Joe Moss moved to approve a Stipulation and Order to Dismiss in the Adeline Hambley v. Ottawa County matter as follows:

It is hereby stipulated and agreed, by and between the parties, as follows:

1. Ottawa County (County) hereby agrees to dismiss with prejudice all charges against Plaintiff and dismiss the MCL 46.11 (n) removal hearing. Further, the charges raised cannot form the basis of any future charges or discipline against Plaintiff.
2. Plaintiff hereby dismisses with prejudice all claims that were brought or could have been brought in this action against all Defendants, Ottawa County Commissioners, and the County.
3. Plaintiff releases all claims for damages of any kind, including, but not limited to, exemplary and punitive damages, with the exception of the issue of attorney fees.
4. As to the issue of attorney fees, the Court will decide the amount, if any, of attorney fees to be awarded. Such attorney fees may include any attorney fees in this matter, including from the removal hearing. Attorney fees shall be determined by this Court at a time and date to be scheduled by the Court.
5. The Parties agree to waive any and all appellate rights in this matter, and Defendants agree to withdraw their appeal to the Michigan Supreme Court in this matter.
6. The Parties do not concede or admit that, with respect to each other, they have violated any law, statute, ordinance, or contract and/or have failed in any duty or obligation whatsoever and/or have committed any tort or engaged in any such conduct. The Parties enter into this Agreement solely in the interest of avoiding additional costs that would result from further litigation. Further, the Parties acknowledge that the consideration described in this Agreement is adequate and sufficient and represents a full and complete settlement of any claims and/or rights.
7. The Parties and their agents, attorneys, and representatives, hereby forever and fully mutually release each other and their representatives, attorneys, employees, affiliates, subsidiaries, successors, from any and all actions, causes of actions, suits, debts, losses, damages, claims, demands or other liability or relief, whether in law or in equity of any kind which occurred or existed as of the date of this Stipulation.
8. In the event the County brings future charges under MCL 46.11 (n) against Plaintiff on or before January 7, 2025, the Parties hereby stipulate and agree that such charges will be decided through a public binding arbitration panel that complies with the Open Meetings Act (MCL 15.261 et seq) and MCL 46.11 (n). The arbitration panel shall consist of three members, one selected by Plaintiff, one selected by the County, and a third neutral arbitrator who shall be Thomas Behm. The arbitration

panel shall comply with the rules and procedures of the American Arbitration Association. The arbitration panel's decision shall be binding on the Parties and shall not be subject to appeal.

9. Until December 31, 2025, in the event Plaintiff requires outside legal counsel to address a legal issue affecting the Ottawa County Department of Public Health, Plaintiff shall notify Ottawa County Corporate Counsel. Plaintiff and Ottawa County Corporate Counsel shall select a mutually agreeable attorney. Under no circumstances shall the total cost of the outside legal counsel exceed \$1,000.00 per month.
10. This stipulation resolves all claims and closes the case after the Court issues an order resolving the attorney fee issue.

The motion passed by the following votes: Yeas: Gretchen Cosby, Roger Bergman, Doug Zylstra, Jacob Bonnema, Kendra Wenzel, Allison Miedema, Rebekah Curran, Lucy Ebel, Roger Belknap, Sylvia Rhodea, Joe Moss. (11)

SM1 23-024 Joe Moss moved to recess this meeting at the call of the Chair at 9:05 p.m.

The motion passed.

Chairperson Moss called the meeting back to order at 8:34 p.m. on Thursday, February 29, 2024.

#### Public Comment

1. Donna Mooney-Georgetown Township
2. Darlene Dykstra-Georgetown Township
3. Jim Kuiper-Holland Township

#### Online Public Comments

None.

Chairperson Moss read a brief statement regarding the litigation with the Health Officer.

SM1 23-025 Joe Moss moved to conclude the MCL 46.11(n) hearing and adjourn this meeting at 8:39 p.m.

The motion passed.

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

JOE MOSS, Chairperson  
Of the Board of Commissioners

**PROPOSED  
PROCEEDINGS OF THE OTTAWA COUNTY  
BOARD OF COMMISSIONERS  
FEBRUARY SESSION – SPECIAL MEETING**

The Ottawa County Board of Commissioners met on Thursday, February 22, 2024, at 8:03 a.m. and was called to order by the Chairperson.

The prayer was pronounced by Commissioner Curran.

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, Doug Zylstra, Jacob Bonnema, Joe Moss, Kendra Wenzel, Rebekah Curran, Sylvia Rhodea, Roger Belknap, Roger Bergman, Allison Miedema. (11)

Correspondence

None.

Public Comment

1. Adrea Hill-Holland Township
2. David Morren-Allendale Township
3. Joe Spaulding-Holland Township
4. Donovan Gomez-Holland

Approval of Agenda

SM1 24-001 Sylvia Rhodea moved to approve the agenda of today.

The motion passed.

Consent Resolutions

None.

Agenda and Action Requests

- A. Update from Board Chairperson regarding a response to the letter from County Administrator John Gibbs- Chairperson Moss gave a brief history of why he called this special meeting.
- B. Consideration of complaints against County Administrator John Gibbs-Chairperson Moss asked Administrator Gibbs if he would like to go into Closed Session to discuss the complaints against him. He agreed.

SM1 24-002 Joe Moss moved to go into closed session at 8:21 a.m. pursuant to MCL 15.268 (a) to hear complaints brought against the County Administrator John Gibbs.

The motion passed by the following votes: Yeas: Roger Belknap, Rebekah Curran, Gretchen Cosby, Jacob Bonnema, Sylvia Rhodea, Doug Zylstra, Kendra Wenzel, Allison Miedema, Lucy Ebel, Roger Bergman, Joe Moss. (11)

SM1 24-003 Rebekah Curran moved to come out of closed session at 9:44 a.m. pursuant to MCL 15.268 (a) to hear complaints brought against the County Administrator John Gibbs.

The motion passed.

The meeting resumed at 10:25 a.m.

SM1 24-004 Joe Moss moved to put Administrator Gibbs on paid administrative leave.

The motion passed.

SM1 24-005 Rebekah Curran moved to go into recess at 10:27 a.m. and to resume next week at the call of the Chair.

The motion passed.

Chairperson Moss called the meeting back to order at 8:40 p.m. on Thursday, February 29, 2024.

Attorney Brook Bisonet gave a brief word on the confidential memo that went out to the Board regarding their option moving forward.

SM1 24-006 Joe Moss moved to terminate Mr. Gibbs contract for cause because the Board has determined that Mr. Gibbs, in connection with the performance of his duties under the employment agreement has been dishonest, committed gross misconduct and/or committed willful malfeasance.

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

Nays: Doug Zylstra. (1)

SM1 24-007 Doug Zylstra moved to amend the motion to reinstate Mr. Gibbs and pursue mediation in this matter as soon as possible.

Motion failed for lack of support.

SM1 24-008 Rebekah Curran moved to amend the agenda to remove item 8C and to replace it with a recommendation that they move forward with a discussion on the potential for mediation.

The motion passed.

SM1 24-009 Doug Zylstra moved to amend the agenda to add an agenda item to discuss immediate county leadership.

The motion passed.

Public Comment

1. David Barnosky-Port Sheldon Township
2. Jim Kuiper-Holland Township
3. Dena Arner-Holland Township
4. Dan Zimmer-Port Sheldon Township
5. Nancy Hemlich-Grand Haven
6. Sheila Dettloff-Holland Township
7. David Morren-Allendale Township

Online Public Comments

1. Meegan Zickus-Allendale Township
2. Joe Spaulding-Holland Township
3. Kelsey Compagner-Park Township

Adjournment at Call of the Chairperson

The Chairperson adjourned the meeting at 9:17 p.m.

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

JOE MOSS, Chairperson  
Of the Board of Commissioners

# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 03/12/2024

**Requesting Department:** Treasurer's Office

**Submitted By:** Cheryl Clark

**Agenda Item:** Ottawa County Treasurer's Office 2023 Annual Report

## Suggested Motion:

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

## Summary of Request:

In accordance with the 2022 Rules of the Ottawa County Board of Commissioners:

Section 4.7 - Annual Reports From Departments of County Government - It is the policy of the Board of Commissioners to receive annual, written and oral Reports from all Departments of County government. Written reports shall be in a form approved by the County Administrator and shall, in the ordinary course, be submitted directly to the Board of Commissioners through the County Administrator's Office.

## Financial Information:

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

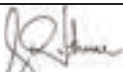
**Action is Related to an Activity Which Is:** ☐ Mandated ☒ Non-Mandated ☐ New Activity

**Action is Related to Strategic Plan:**

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

**Objective:** Goal 3, Objective 1: Regularly review and update communication strategies that guide the work of the County in this goal area.

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

**Administration:**  ☒ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:



OTTAWA COUNTY TREASURER'S

# *Annual* **REPORT**

Cheryl Clark, Treasurer

*March 2024*





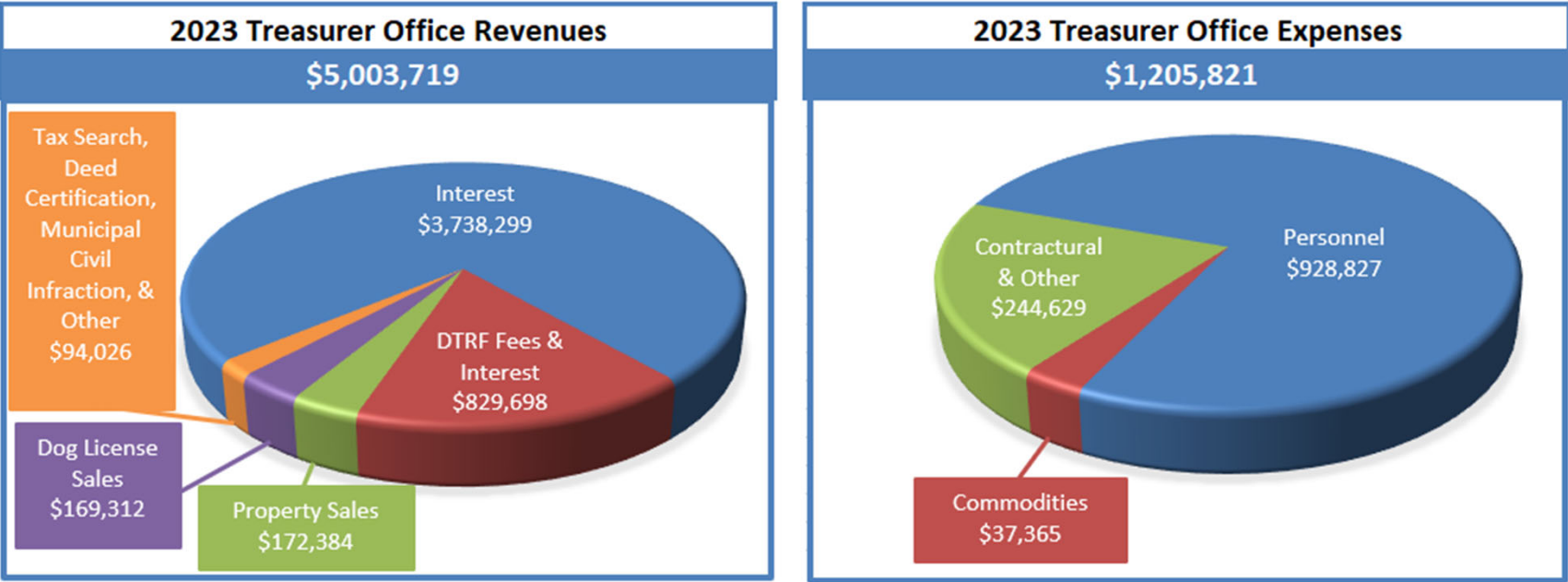
March 2024

Ottawa County Board of Commission Members,

A vast majority of the work done by the Treasurer’s Office is mandated by Michigan law. However, service levels are not mandated. Excellent customer service can only be provided by our office if supported by the County Board of Commissioners and the Administration.

This annual report presents data and information for the 2023 fiscal year. It can broadly be broken into three categories: “Dollars, Dogs, and Delinquencies.”

Cheryl Clark, Ottawa County Treasurer



### The Ottawa County Treasurer’s Office Mission Statement

We are stewards of the financial resources of Ottawa County and accurately account for and prudently invest County revenue with integrity and compassion for the benefit of our residents.



## CUSTODIAN OF COUNTY FUNDS

In accordance with [Public Act 40 of 1932](#), and by board resolution, the Office of the County Treasurer is the depository for all county funds.

Fund management activities include receipting for revenues; coordinating cash drawer and imprest cash for all departments; reconciling receivables; coordinating disbursement of funds held in trust; transferring funds to cover county disbursements; opening and closing bank accounts; adding and removing bank account signers and online banking users; and reconciling bank and investment accounts to the general ledger. Certain activities for the Ottawa County Insurance Authority, Ottawa County Building Authority, Ottawa County Land Bank Authority, Ottawa County Public Defender Interest on Lawyers Trust Account (IOLTA), Ottawa County Water Resources Commissioner, Ottawa County Road Commission, and Ottawa County Other Post Employee Benefits (OPEB) Trust are also managed by the Treasurer's Office.

County Funds at a Glance				
Fiscal Year	2020	2021	2022	2023
<b>Depository Accounts</b>				
Accounts	20	20	21	31
Bank Charges	\$ 9,488	\$ 49,928	\$ 55,980	\$ 35,784
<b>Unclaimed Checks - Escheated to State</b>				
# of Checks	50	13	*	103
Total \$	\$ 4,445	\$ 13,534	*	\$ 15,517
Not Cashed Under \$25	\$ 511	\$ 1,773	*	\$ 2,103

\*No checks were escheated. All stale checks were re-issued.

### Escheats

When reconciling the various county checking accounts, a list of the outstanding checks created and any checks that remain un-cashed for over one year must be escheated to the State of Michigan. Before escheating the checks, due process is completed by the Treasurer's Office. Due process includes researching payee mailing addresses and sending letters to any addresses that are different than on the check. Once the checks are escheated, payee's or their heirs may claim the funds from the Michigan Department of Treasury. Under recent changes in state law, the County Treasurer's Office now retains and must account for all unclaimed checks under \$25 and will pay out the funds to those who file a claim with our office.





## GENERAL FUND INVESTMENT POOL

Cash and investment activities for the 12 months ending September 30, 2023, discussed in this portion of the report, cover only the operations of the county that fall under the direct responsibility of the County Board of Commissioners.

The information on this page does not include the operations of the Ottawa County Insurance Authority, Ottawa County Building Authority, Ottawa County Land Bank Authority, Ottawa County Road Commission, OPEB Trust, or certain activities of the Water Resources Commissioner, unless specifically identified.

The primary objectives of the County's investment activities are to follow [Public Act 20 of 1943](#) and the Ottawa County Investment Policy which provides the following priorities (in order):

- 1) Protection of principal
- 2) Liquidity
- 3) Return on Investments

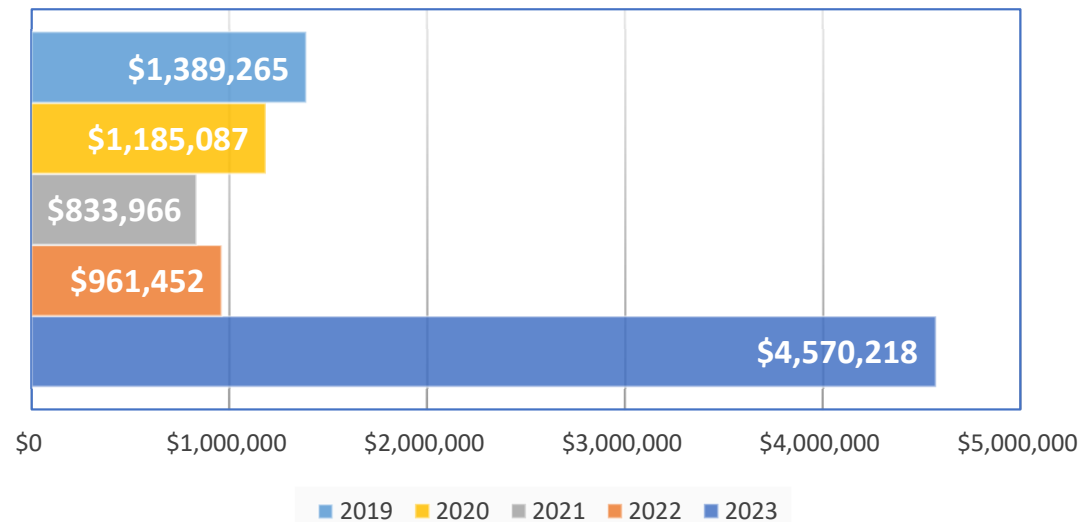
The investment activity throughout Fiscal Year 2023, complies with the Investment Policy.

### Invested Balance at September 30, 2023

\$ 220,722,859	Par Value
\$ 217,633,186	Market Value
\$ (1,702,305)	Accumulated change in fair market value

Total Return Rate (net)	
2023	2.773%
2022	0.864%
2021	0.710%
2020	2.438%
2019	3.811%
5-year average	2.119%

### Annual Interest Earned



The total Year-To-Date return for 2023 was 2.773% which compares with a 2023 Benchmark blended index earning of -0.246944% (using 2/3 Barclay's 1 to 5-year Government Index blended with 1/3 S&P 0 to 3-month T-Bill Index.) On September 30, 2023, approximately \$36,495,000 of the Portfolio was laddered over a five-year period with a weighted average maturity of 1.4685 years. We will continue to ladder while investing to take advantage of the yield curve whenever possible.



## PROPERTY TAX SEARCH AND DEED CERTIFICATION

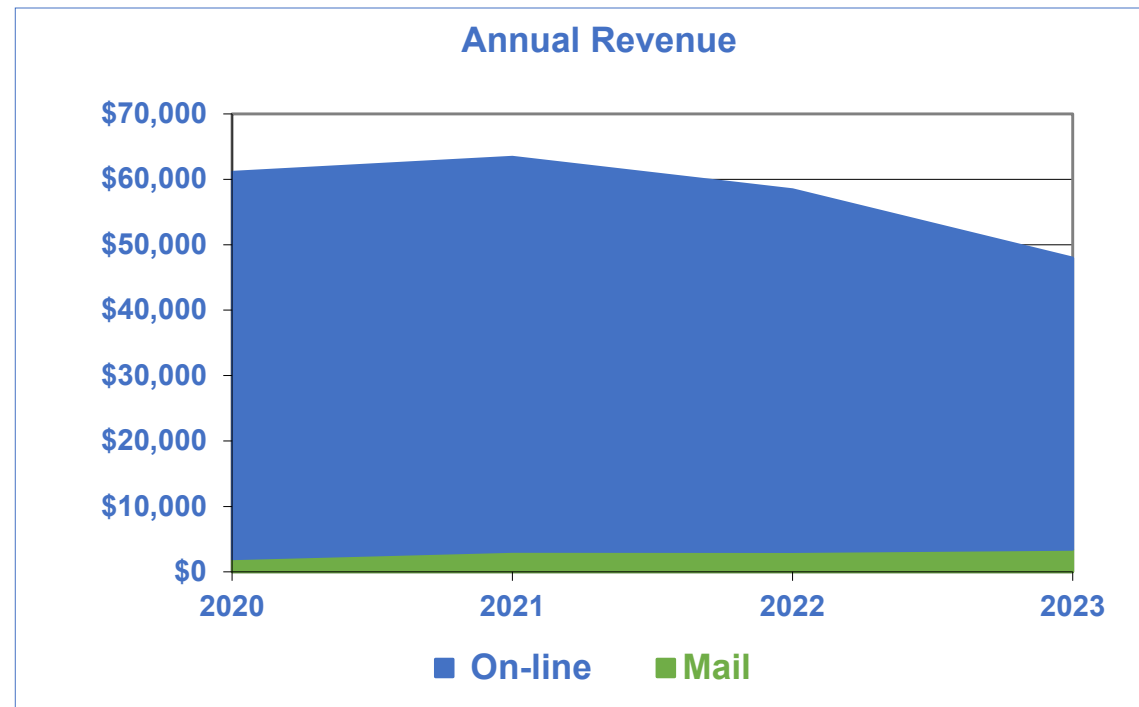
A tax search is a *documented, paid tax status verification* from the Ottawa County Treasurer's Office. The verification may be of delinquent tax status, historical tax roll amounts (including if paid or not), and legal descriptions.

Tax search requests are received via U.S. Postal Service or the county's website. The fee is set by State statute at a maximum of \$0.50 per parcel/year. Through the online search service, customers can verify the property information and then obtain written documentation for delinquent and paid taxes 24 hours a day/365 days per year.

Public terminals are available at the Grand Haven Public Service Center for individuals to do their own searches at no charge.

Tax searches are also performed when documents conveying property are submitted for recording (*Public Act 206 of 1893*) and land divisions (*Public Act 23 of 2019*). These documents are received from the Ottawa County Clerk/Register of Deeds Office or from the local governmental unit. The charge for certifying the recording of conveyance is a minimum of \$5 for up to 25 parcels and \$0.20/parcel per deed thereafter.

Fiscal Year	2020	2021	2022	2023
<b>Certification Revenue</b>				
Recording Certifications	\$42,050	\$49,676	\$44,932	\$37,895
<b>Tax Search Revenue</b>				
Mail Searches	\$2,002	\$3,132	\$3,127	\$3,462
Business On-line Search	\$13,903	\$9,310	\$8,884	\$5,462
Personal On-line Search	\$3,108	\$1,242	\$1,468	\$1,135
Total Search \$	\$19,013	\$13,684	\$13,479	\$10,059
<i>On-Line Utilization</i>	<i>89%</i>	<i>77%</i>	<i>76%</i>	<i>66%</i>





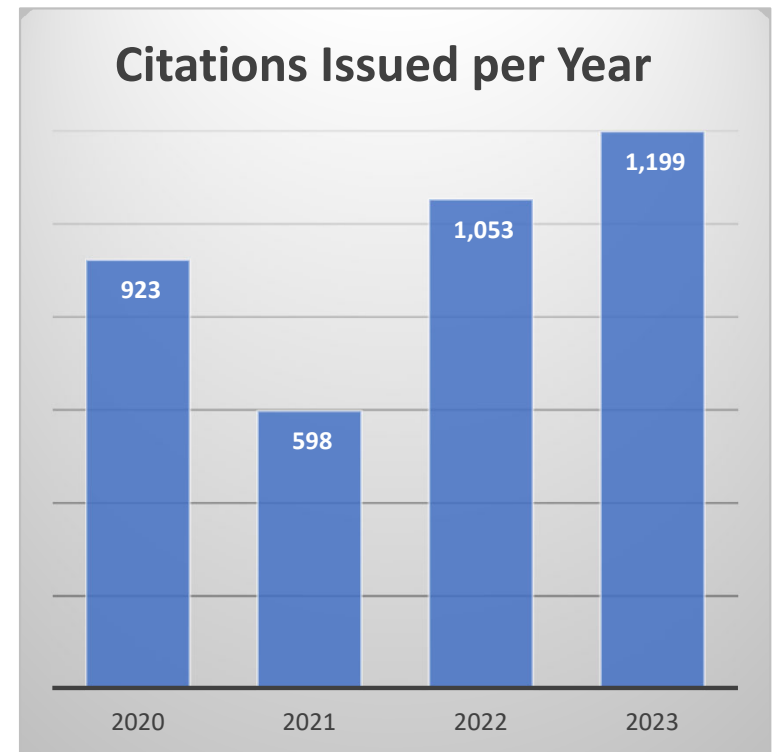
## MUNICIPAL CIVIL INFRACTIONS

*Public Act 236 of 1961* allows for the establishment of a municipal ordinance violations bureau. In 1995, the Ottawa County Board of Commissioners established the Municipal Civil Infraction Bureau, and the Treasurer's Office was designated as the collection office for the Bureau. The Bureau processes violation tickets issued by:

- Ottawa County Parks & Recreation Department
- Ottawa County Environmental Health Department
- Ottawa County Water Resources Commission
- Ottawa County Sheriff's Animal Control Officers

The fines are established by County Ordinance and any fines not paid are turned over to District Court to be processed as any other citation to the court.

Citations Disposition				
Fiscal Year	2020	2021	2022	2023
Issued	923	598	1,053	1,199
Paid in Person	117	81	104	23
\$ Collected	\$ 7,228	\$ 4,719	\$ 5,286	\$2,201
Paid Online	395	290	528	51
\$ Collected	\$17,611	\$13,062	\$23,611	\$3,663
<b>Total Revenue</b>	<b>\$24,839</b>	<b>\$17,781</b>	<b>\$28,897</b>	<b>\$5,864</b>
To District Court	132	104	92	21
Dismissed	61	123	173	133
Pending	-	-	-	-



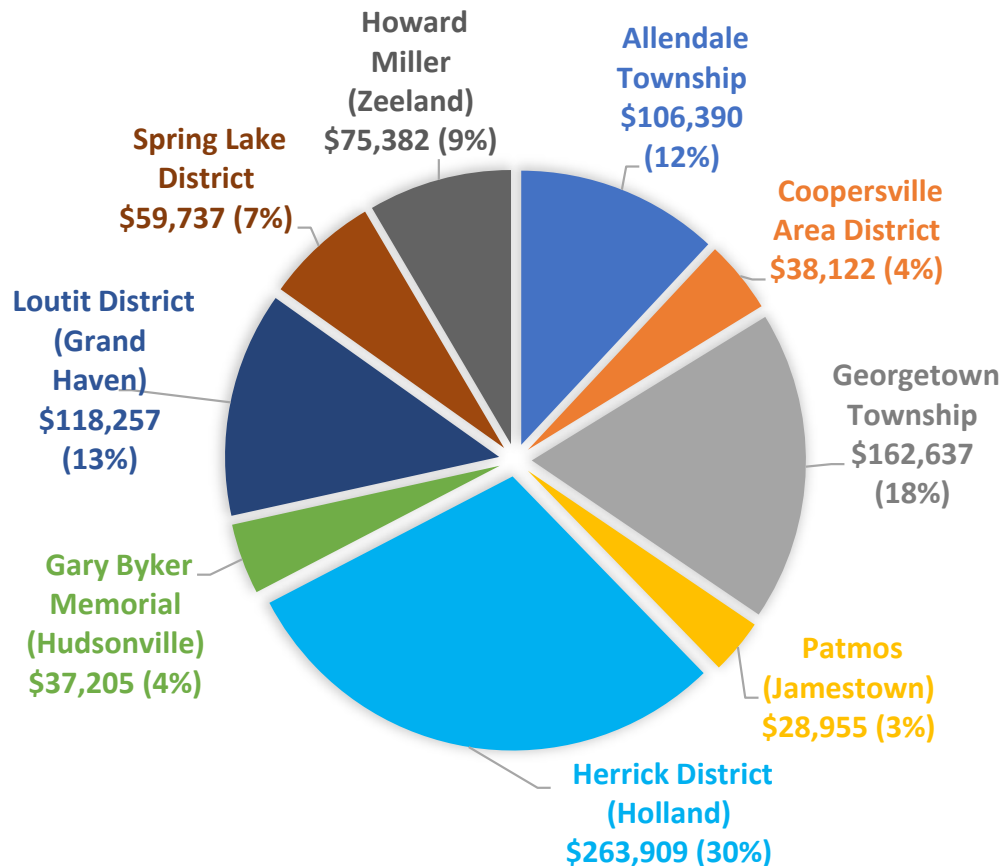


## LIBRARY PENAL FINES

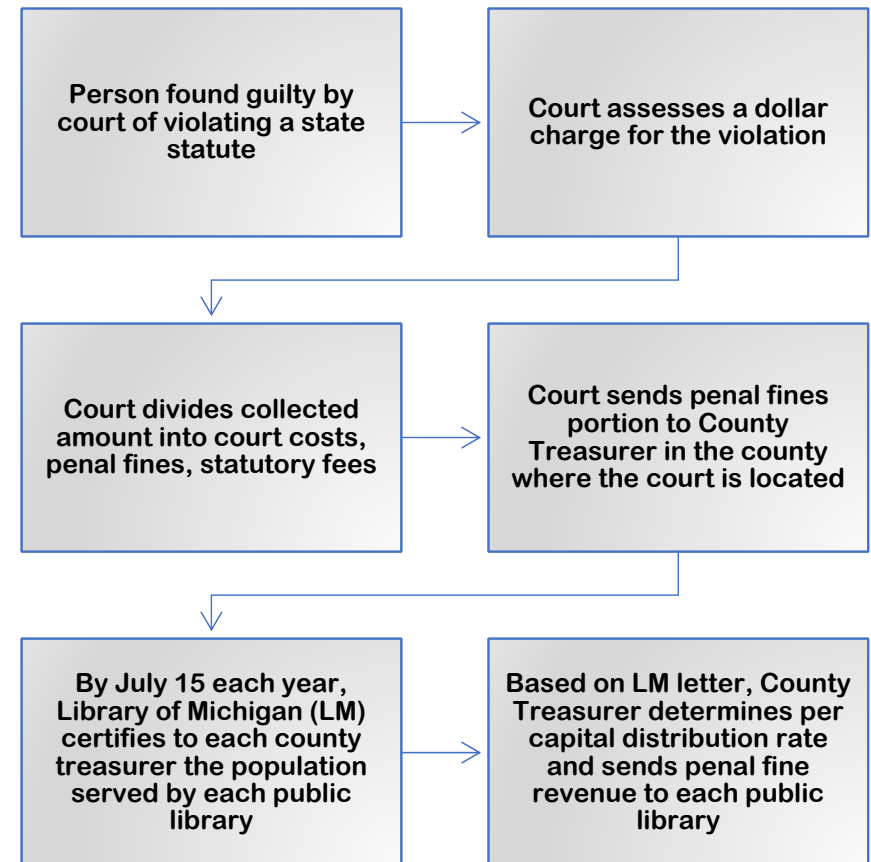
*Public Act 59 of 1964* established the Penal Fine distribution system which supports public libraries, as well as the collection and distribution of penal fines based on population of the jurisdiction of the local library services.

The County Treasurer's Office receives the penal fines from each court throughout the year. In July, the Library of Michigan sends out a listing of the eligible libraries and associated populations to the county. The County Treasurer's Office then disburses the collected penal fine funds, plus earned interest, to each library. The following chart lists the public libraries located in Ottawa County and the penal fine distribution made to each library in July 2023.

### 2023 PENAL FINE DISTRIBUTION



### Life of a Penal Fine





DOG & KENNEL LICENSE PROGRAM

The County Treasurer’s Office manages the dog and kennel license program for the County in accordance with *Public Act 339 of 1919*.

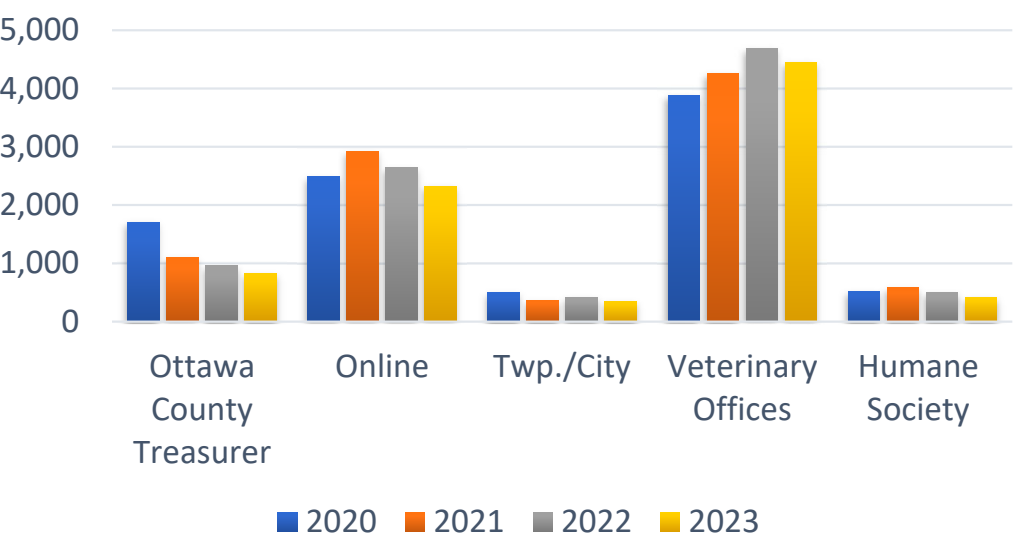
Ottawa County sells both one-year and three-year *dog licenses* on a year-round basis, requiring proof of a rabies vaccination and spay/neuter certificate (if applicable). Licenses are available for purchase on the county website or from various locations (as shown in the graph below).

DOG LICENSE FEES		
	1-Year License	3-Year License
Male/Female	\$25	\$70
Spayed/Neutered	\$10	\$25
Puppies	\$10	N/A

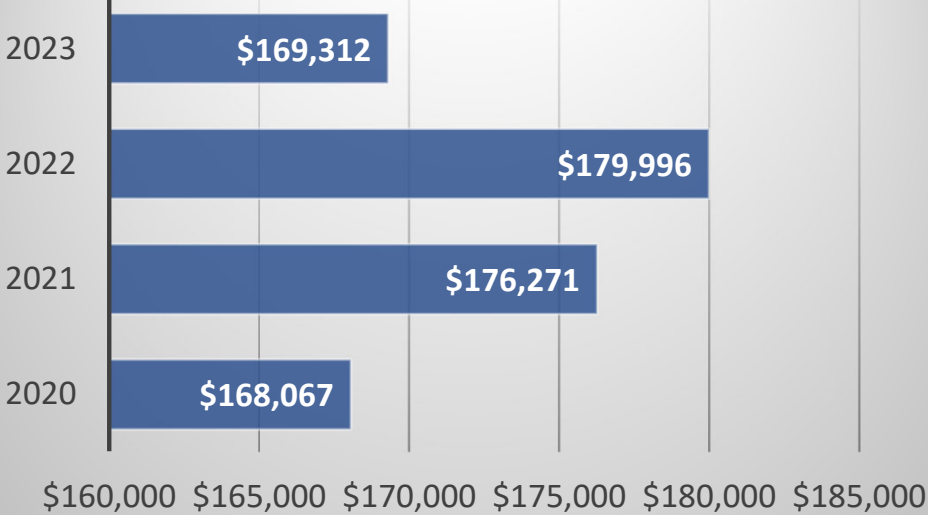
To purchase a *Kennel License*, an application is completed by the kennel owner and turned into the County Treasurer’s Office. The application must be signed by the zoning administrator for the local governmental unit and the Ottawa County Animal Control Officer after completing an inspection of the kennel.

KENNEL LICENSE FEES		
	10 or Less Dogs	10 or More Dogs
January - May	\$10	\$25
June - December	\$20	\$50
Inspection Fee	\$65	\$65

Total Dog & Kennel License Sales



Dog & Kennel License Sale Revenues







## DOG & KENNEL LICENSE PROGRAM



*Cat licenses* are not required in Ottawa County, but the Treasurer's Office offers them to those owners who wish to have one. Cat owners that purchase licenses do so in the hope that if their cat is lost it would be reunited with them more quickly.

Because it is a choice to purchase a cat license, there isn't a rabies or spay/neuter requirement, and only one-year licenses are available at a cost of \$10.



## CURRENT REAL PROPERTY TAXES THAT BECOME DELINQUENT REAL PROPERTY TAXES

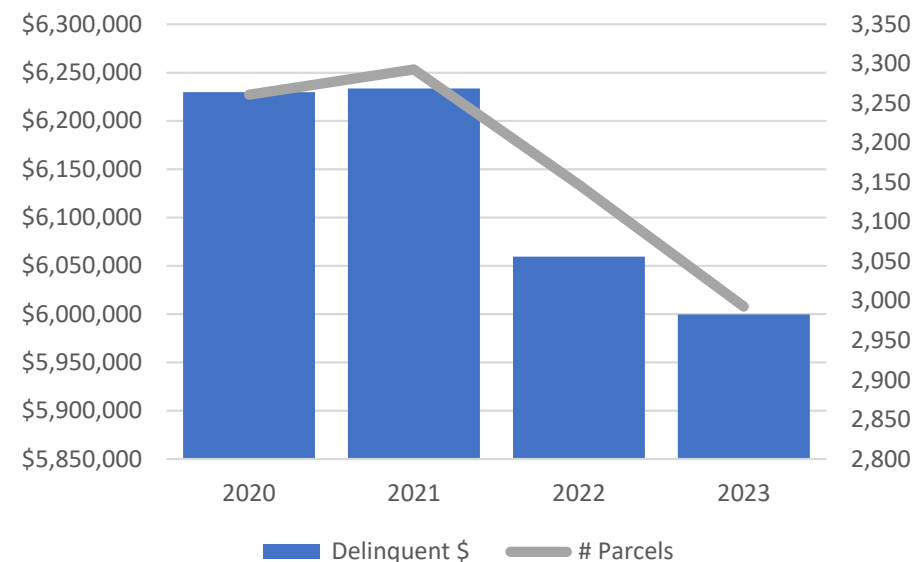
The collection of Summer and Winter Property Taxes is the responsibility of our local units of government. Throughout the tax year, the Treasurer's Office assists local government assessor and treasurers by verifying tax roll calculations prior to the bills being mailed to taxpayers.

Property tax collections on county levies received by the local units are paid to the County Treasurer's Office twice a month. Included in these payments is the [\*State Education Tax \(SET\)\*](#), which the State of Michigan relies on the Treasurer's Office to coordinate collection and provide accountability for. The offset to the workload for the County Treasurer's Office, is the retainment of investment interest earnings on the SET levy.

The current year real property tax rolls are turned over to the County Treasurer's Office by the local units of government on March 1 of each year as outlined in [\*Public Act 206 of 1893\*](#). A settlement process occurs during the month of March which consists of verifying the taxes billed and adjusted as well as the delinquent real property tax rolls.

As a result of this process, the delinquent real property taxes are "purchased" using the county's [\*Delinquent Tax Revolving Fund\*](#), which makes all taxing authorities whole. The local units electronically transfer their tax rolls to Ottawa County a minimum of three times during the tax year so that the tax roll totals can be verified, saving hours of staff time for both the County Treasurer's Office and the local unit treasurers.

Historical Delinquent Dollars  
& Delinquent Parcels



By maintaining the DTRF, Ottawa County is not forced to borrow to reimburse the taxing authorities. The graph shows the volume of delinquent parcels and the total dollars necessary in each year to "purchase" the delinquent taxes.



## DELINQUENT REAL PROPERTY TAXES

It is the responsibility of the County Treasurer to collect the delinquent real property taxes. Functions associated with delinquent real property taxes include:

- Writing receipts
- Processing tax roll adjustments to prior year's tax rolls (up to 20 years)
- Processing bankruptcy claims
- Managing the annual forfeiture and foreclosure process
- Acting as the Foreclosing Governmental Unit

Although our office is charged with the collection of delinquent property taxes, we view our job as assisting taxpayers with the payment of their taxes. We assist taxpayers by:

- Meeting to understand and discuss their financial situation
- Developing payment plans
- Utilizing monthly ACH withdrawals from taxpayer checking accounts
- Referring a taxpayer to local and state resources that could assist with taxes, including the Michigan Housing Assistance Fund
- Use of Hardship Deferral

DELINQUENT REAL PROPERTY TAXES AT A GLANCE				
Fiscal Year	2020	2021	2022	2023
<b>Real Property Taxes Returned Delinquent</b>				
No. of Properties	3,261	3,293	3,147	2,993
Dollars	\$6,229,976	\$6,233,664	\$6,059,579	\$5,999,630
<b>Tax Roll Adjustments</b>				
No. Processed	605	488	453	461
<b>Tax Collections</b>				
Receipts Written	4,888	4,721	4,308	4,191
Dollars in Millions	\$7.70	\$6.57	\$7.43	\$6.77
Interest & Fees	\$1,025,116	\$971,505	\$906,305	\$829,698
<b>Forfeited and Foreclosed</b>				
No. of Certified Mailings	2,232	1,778	1,656	1,784
Property Forfeited	410	340	344	327
Property Foreclosed	7	6	7	12
Financial Hardship given	20	9	28	20
<b>Foreclosed Land Sales</b>				
Proceeds From Sale	\$7,800	\$179,124	\$13,573	\$214,889
Less Total Tax, Fees, & Interest Billed	(\$5,370)	(\$55,351)	(\$3,282)	(\$42,505)
Less Charge Back to Tax Units	\$0	\$0	\$0	\$0
<i>Total Gain (Loss) on Land Sales</i>	<i>\$2,430</i>	<i>\$123,773</i>	<i>\$10,291</i>	<i>\$172,384</i>

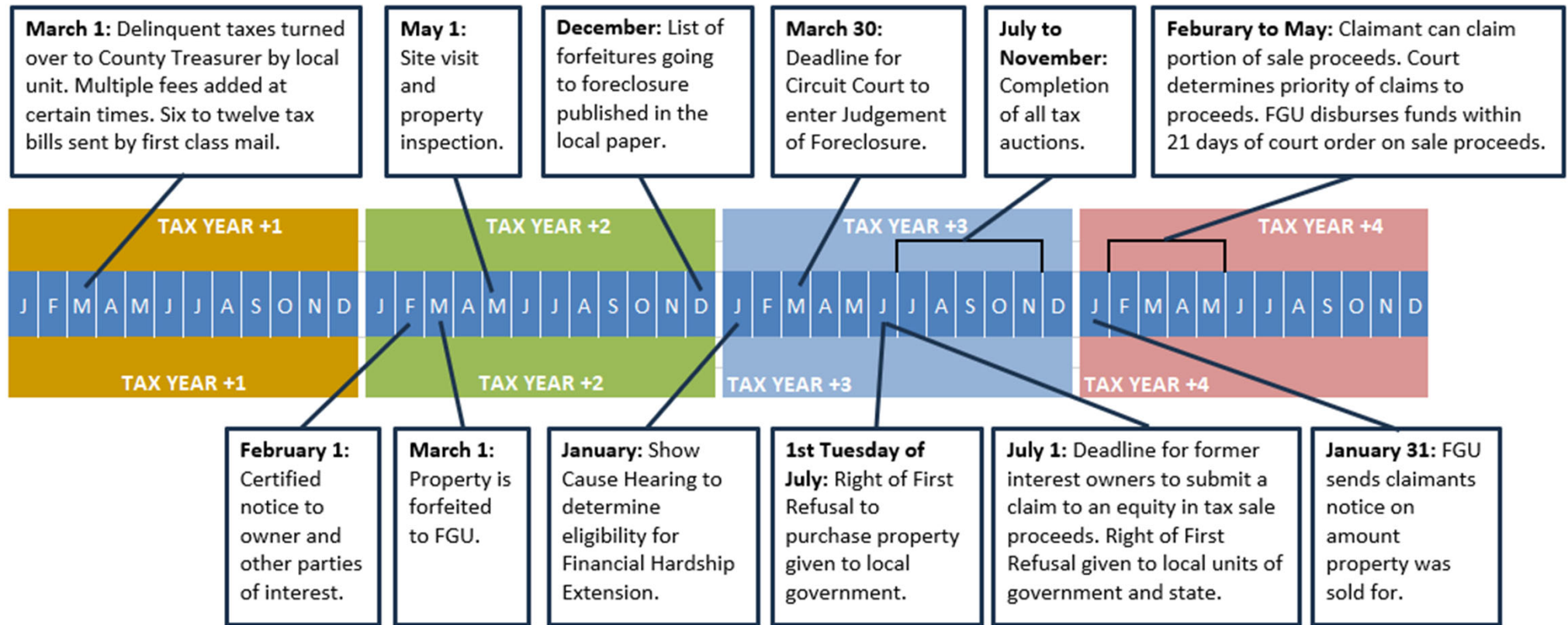
Twelve properties were foreclosed on April 1, 2023. Of these twelve parcels, eight were sold at the first auction, two were sold at the second auction, and two did not sell.





## FORECLOSURE TIMELINE

*As outlined in MCL 211.78*



FGU = Forclosing Governmental Unit



## OTTAWA COUNTY LAND BANK

*The Ottawa County Land Bank Authority (LBA)* was organized under *Public Act 258 of 2003* in 2010. The original steering committee determined it was important for the private sector to take the lead on property development as much as possible, so the LBA seeks only to acquire tax foreclosed properties if they remain unsold after all property tax auctions. The LBA does not have taxing authority and was established with its only funding stream coming from property sale transactions.

The purchase and anticipated changes to properties held in the Land Bank will reset the property values, thereby bringing additional tax revenue to the community, which is the type of results that the LBA was established to produce. Currently two gap parcels are being held by the Land Bank.

All ongoing support to accomplish the work of the LBA is provided by the County Treasurer's Office, along with assistance provided by the County's Corporate Counsel and the Ottawa County Department of Strategic Impact.

OTTAWA COUNTY LAND BANK AUTHORITY FINANCIALS	
	2023 Actual
<b>REVENUE</b>	
Tax Capture	\$0
Interest on Investments	\$1,279
Other Revenue	\$0
Sale of Property	\$0
<b>TOTAL REVENUE</b>	<b>\$1,279</b>
<b>EXPENSES</b>	
Legal Services	\$0
Administrative Expenses	\$0
Dues & Memberships	\$125
Mileage	\$0
Conference	\$150
Project Cost Incentive Grant	\$0
<b>TOTAL EXPENSES</b>	<b>\$275</b>
<i>Prior Year-End Fund Balance</i>	<i>\$49,996</i>
<b>YEAR-END FUND BALANCE</b>	<b>\$51,000</b>

### 2022-2023 Ottawa County Land Bank Authority Board Members

#### **Amanda Price**

County Treasurer (by statute), Chair

#### **Tim Maday**

City of Zeeland, Vice-Chair

#### **Tom Oonk**

Zeeland Township, Secretary

#### **Vince Bush**

Holland Township, Treasurer

#### **Joe Moss**

County Commissioner, Appointed County Member

#### **Amanda Murray**

Lakeshore Advantage EDC Member

#### **Dan Strikwerda**

City of Hudsonville, City Member

#### **John Gibbs**

County Administrator, Appointed County Member

#### **Jordan Jorritsma**

Citizen Member



## OTTAWA COUNTY LAND BANK

*The Ottawa County LBA* was awarded \$512,500 in Blight Elimination Program funding from the State Land Bank Association, supporting four projects in four different local units. Project management is being provided by the Department of Strategic Impact.

The following pages provide information on each project.

### 135/137 Main Street in the City of Zeeland • Full Demolition \$55,064







## 135/137 Main Street in the City of Zeeland (continued)



\$3,000,000  
Capital Investment

Increased Tax Base  
&  
Job Creation



8 Residential Units

3,100 sq ft Restaurant

Public Walkway







## 19686 Main Street, Village of Conklin, Chester Township



Full  
Demolition  
\$99,745

Public safety  
hazard removed



Land is being  
prepped for  
Redevelopment  
&  
Investment







## 518 Harbor Drive in the City of Grand Haven



Mixed Use  
Development

Roof Stabilization

Project Delayed

\$0 Actual Cost

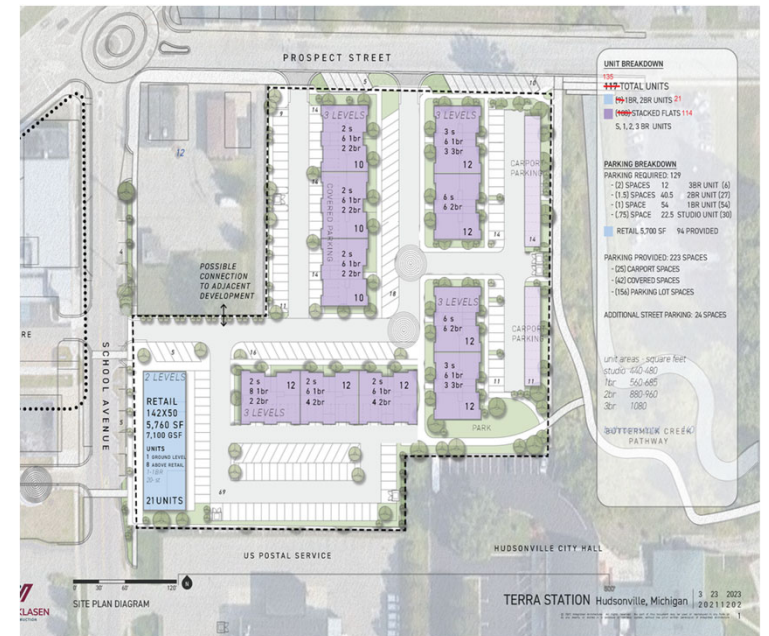




\$27,000,000  
Capital Investment



136 Residential Units  
5,760 sq ft Retail





## FISCAL YEAR 2024 INITIATIVES



**Complete RFPs for Investment Software  
and Cashiering Software**

**Restructure by adding a new FTE,  
updating job descriptions, and  
providing cross training**



**Fully integrate a new  
Chief Deputy Treasurer to the role**



# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 03/12/2024

**Requesting Department:** 20th Circuit Court Probation and Parole

**Submitted By:** Heath White

**Agenda Item:** Ottawa County 20th Circuit Court Probation and Parole 2023 Annual Report

## Suggested Motion:

To receive for information the Ottawa County 20th Circuit Court Probation and Parole 2023 Annual Report.

## Summary of Request:

In accordance with the 2022 Rules of the Ottawa County Board of Commissioners:

Section 4.7 - Annual Reports From Departments of County Government - It is the policy of the Board of Commissioners to receive annual, written and oral Reports from all Departments of County government. Written reports shall be in a form approved by the County Administrator and shall, in the ordinary course, be submitted directly to the Board of Commissioners through the County Administrator's Office.

## Financial Information:

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

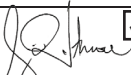
**Action is Related to an Activity Which Is:** ☐ Mandated ☒ Non-Mandated ☐ New Activity

**Action is Related to Strategic Plan:**

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

**Objective:** Goal 3, Objective 1: Regularly review and update communication strategies that guide the work of the County in this goal area.

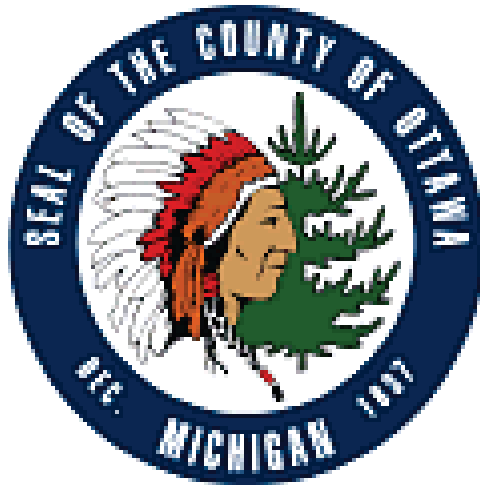
Goal 3, Objective 4: Evaluate communication with other key stakeholders.

**Administration:**  ☒ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:





# COUNTY OF OTTAWA CIRCUIT COURT PROBATION AND PAROLE

## 2023 YEAR END REPORT

*Administrative Offices: Grand Haven, Holland, Hudsonville*

## I. GENERAL INFORMATION

The Circuit Court Probation and Parole Department oversees those offenders convicted of felony and high court misdemeanor offenses. Probation may be imposed for all misdemeanors and felonies except murder, treason, armed robbery, criminal sexual conduct in the first or third degree and those felonies in which a firearm was used. The maximum term of probation that may be imposed is five years for felony convictions and two years for misdemeanor convictions. Probation terms may include up to one year in jail in conjunction with the probation term as well as payment of restitution, fines, court ordered costs, and supervision fees. Those released on parole from prison also have similar conditions imposed. Increased accountability is also achieved using electronic monitoring (tether/SCRAM).

Once placed on probation or parole, the agents monitor the offenders' behavior and enforce the terms of the order. The special conditions imposed typically include full time employment, education, treatment, community service and the prohibited use of alcohol and drugs. More specific conditions are created and imposed base upon the offender's individual specific needs. Probation staff are also involved in the supervision of offenders in Mental Health Court and Adult Drug Treatment Court. These Courts combine increased supervision along with a higher level of collaboration and case management between Court personnel, probation and treatment agencies.

The probation department also completes presentence investigation (PSI) reports for the courts. Provided in the PSI report is a recommendation for sentencing which is formulated on a background investigation of an offender and completed of sentencing guidelines taking into account the particular crime committed.

## II. SENTENCING OPTIONS

Sentencing options include:

- Probation
- Jail
- Prison
- Fines, costs and restitution
- Combination of Jail and Probation
- Boot Camp

In addition to the standard terms of supervision, options for supervision also may include the use of the electronic monitoring, placement in treatment facilities and the Special Alternative Incarceration (boot camp). These are often used as diversion programs from jail and prison for low-risk offenders and technical violators.

The mission of the Department of Corrections is to protect the public. The agents enforce the rules and special conditions ordered by the judge or parole board. Failure to comply with the order of probation may result in probation violation charges being initiated. Probation agents utilize evidence-based principles designed to make full use of community sanctions. Probation Violation Response Guidelines provide a range of possible response to violations. Agents are to determine the best possible response which is the least restrictive response with public safety. The response includes a continuum of alternative sanctions that protect the public, hold the offenders accountable for their behavior and reduce the offenders' likelihood of engaging in criminal activity.

In addition, our office continues to work closely with the community Corrections Office to develop and use other sentencing options available to the courts. This office oversees the community service department, intensive supervision officer and is the gatekeeper for the probation residential beds. Through our collaboration, we strive to minimize the impact on the jail and prison populations.

The electronic monitoring system (tether) is used as a resource to enhance supervision. The tether allows active monitoring of an offender 24 hours a day, seven days a week. It is a curfew enforcer that determines when an offender is to be at home at designated times allowing the offender to maintain employment and attend other approved functions such as treatment, community service, etc. Most offenders are placed on the system in lieu of jail, providing a much more cost-effective manner of supervising offenders. Currently, the offender pays this within the confines of their Supervision Fee that is paid the Department of Corrections. When placed on probation with electronic monitoring the offender pays \$60 per month (an offender pays \$30 per month when not on electronic monitoring).

The "Sobrieter" and SCRAM units are additional tools targeted to monitor alcohol use. These systems allow an offender to be tested for alcohol use at a random rate determined by the probation agent. This equipment has been used frequently for OUIL 3<sup>rd</sup> cases as well as for those probation violators who test positive for the use of alcohol.

The Global Positioning System (GPS) units are being used to monitor paroled sex offenders or those who are convicted of Stalking offenses. The GPS collects data points as the parolee moves throughout the community and reposts the movement, including violations in "real time." The system is monitored 24 hours from a center located in Lansing and the agent is alerted to any violations. The agents also routinely



review the points of the parolee to monitor their activity in the community. Currently Ottawa County has 10 paroled sex offenders being monitored by the GPS system.

### **III. PRESENTENCE INVESTIGATION REPORTS**

Presentence reports (PSI) are prepared by the field agents and used by the judges when sentencing an offender. The PSI includes an evaluation of the offender, circumstances of the offense, and background information of the offender. The agent also completes an assessment tool to gauge risk to the public and the needs of the offender. Agents also utilize sentencing guidelines to formulate an appropriate recommendation for sentencing. During the investigation process, the agent also contacts the victims of the offenses and includes their statements in the PSI report. The agent also determines the amount of restitution that is to be ordered and forwards this as part of the recommendation to the court.

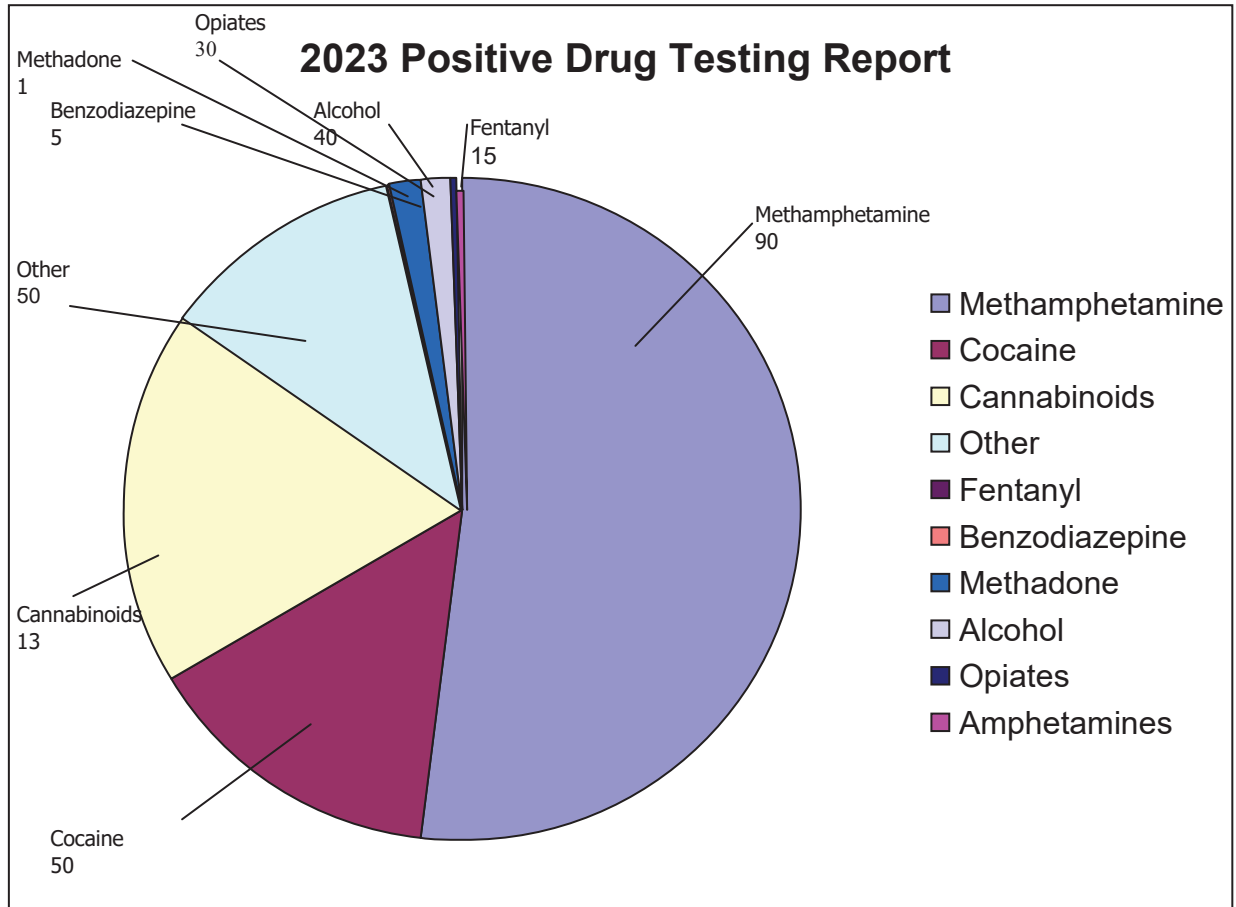
The Ottawa County Circuit Court Probation completed 550 PSI reports in 2023.

### **IV. FEE COLLECTIONS**

Restitution, court costs, fines and other related fees are typically ordered as a term of probation. The agents oversee the collections of these fees and work closely with court personnel to ensure these fees are paid as directed. There continues to be an emphasis on the collection of restitution to help victims recover their losses. Based on discharge reports collected by this office 75% of all fees were collected at the time of discharge in 2023.

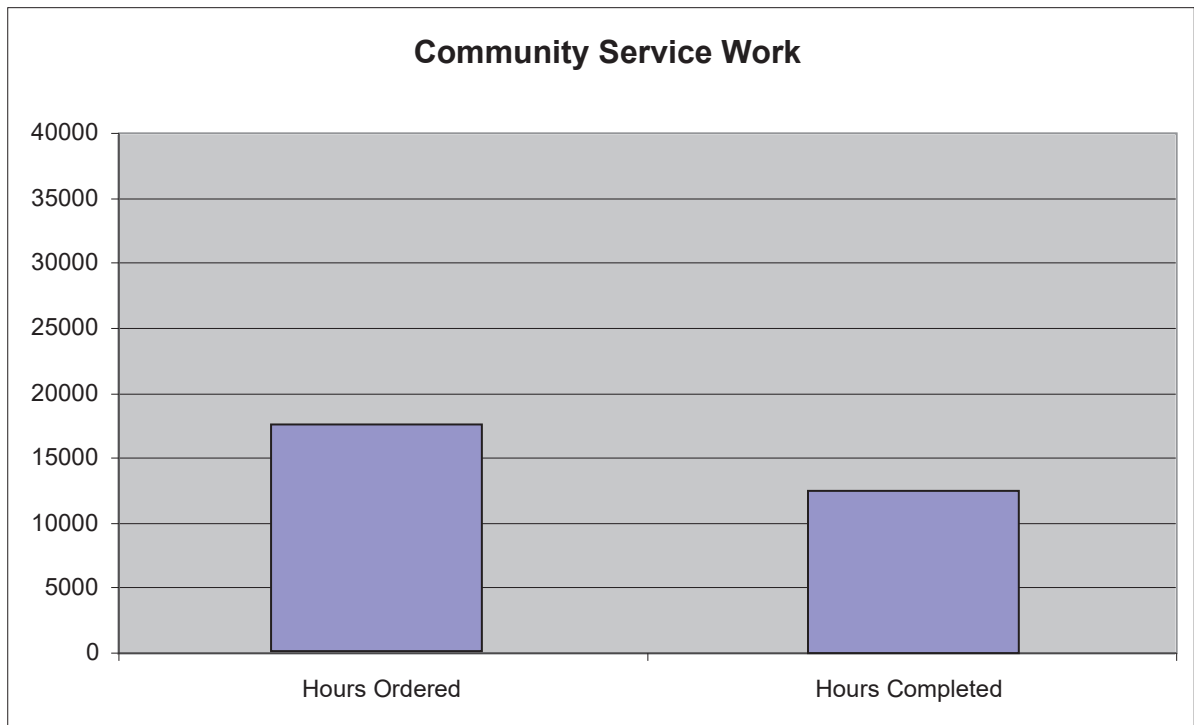
## V. DRUG TESTING

The probation department completed 2,200 drug tests in 2023. Of these tests, 294 tested positive with the following breakdown:



## VI. COMMUNITY SERVICE

Probationers completed 10,534 hours of community service in 2023. The community service office is under the direction of the Community Corrections Department. The community service is performed at a wide variety of sites located throughout the county. In addition, offenders are also referred to the Holland Area Beautiful Program. Approximately, five offenders per week work six hours on Saturdays working on cleanup of roadside and other designated areas. Referrals are often made to these programs as sanctions for technical violations.



## VII. SUMMARY

The Adult Probation Department has representatives in three locations in Grand Haven, Holland, and Hudsonville. The 22 employees are employees of the Michigan Department of Corrections. Ottawa County provides office space, supplies, and other operating necessities.

Our workload average has remained relatively stable over the past year. We continue to supervise approximately 600 offenders monthly.

The staff continue to work closely with the courts, law enforcement, and the Community Corrections department to achieve the most safe, effective, and efficient method of handling felony offenders in Ottawa County.

We continue to appreciate the high level of cooperation that exists between all the departments.

Submitted by: \_\_\_\_\_  
Heath S. White, Probation/Parole Manager

# Action Request

Electronic Submission – Resolution #: 2229



**Committee:** BOARD OF COMMISSIONERS

**Meeting Date:** 3/12/2024

**Requesting Department:** PARKS AND RECREATION

**Submitted By:** CURT TERHAAR

**Agenda Item:** LAND & WATER CONSERVATION FUND GRANT APPLICATION FOR UMAC

## Suggested Motion:

To approve the Land and Water Conservation Fund program application for funding assistance for Upper Macatawa Natural Area - Greenway Trailhead project and forward to the County Board of Commissioners for final approval.

## Summary of Request:

In the 2021 Ottawa County Parks and Recreation Open Space Plan, a capital improvement project was proposed for development of a modern restroom at the 84th Avenue day-use area for the Upper Macatawa Natural Area park in Zeeland Township. This entry is one of the more popular sites in the Ottawa County Parks system, in part since it provides access to the mountain biking trails through the park. It is also a critical location along the developing Macatawa Greenway Trail and the trail network from Holland to Grand Rapids (which includes the Fred Meijer Kenowa Trail, which commences at the northern end of the Upper Macatawa Natural Area). With the planned development of and funding secured for the "Middle Macatawa" trail connection to Hawthorn Pond and Hawthorn Pond improvements to the west, it is important to provide these enhanced amenities on the eastern end of this portion of the Macatawa Greenway. The proposed modern restroom will provide amenities for Macatawa Greenway users and mountain bikers as well as sustainable and universal design features. This includes men's and women's restrooms, a family restroom with an adult changing table, two changing rooms with showers targeted for mountain bikers, a rainwater harvesting system, and paved connections to the parking area. It was also be constructed to operate for all seasons.

This project meets many of the criteria for a successful Land and Water Conservation Fund development project. This funding allows for the inclusion of enhanced features for this project such as the rainwater harvesting system and the adult changing table. Therefore, staff is recommending preparation and submission of a \$347,500 grant application to assist with funding this project.

A project sheet, site concept, example restroom designs, and draft resolution for the Board of Commissioners are attached.

## Financial Information:

Total Cost: **N/A**

General Fund Cost: **N/A**

Included in Budget: **N/A**

If not included in Budget, recommended funding source:

**N/A**

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

### Action is Related to Strategic Plan:

Goal:

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

## Administration:

Recommended by County Administrator:

2/29/2024 2:28:14 PM

Committee/Governing/Advisory Board Approval Date: PLANNING AND POLICY 3/5/2024

COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION INDICATING INTENTION TO UNDERTAKE THE UPPER MACATAWA  
NATURAL AREA GREENWAY TRAILHEAD DEVELOPMENT PROJECT IF GRANT  
AWARDED.

At a regular meeting of the Ottawa County Board of Commissioners of the County of Ottawa,  
Michigan, held in the Ottawa County Fillmore Street Complex, West Olive, Michigan, in said  
County on the 12th day of March, 2024 at 9:00 o'clock a.m. local time.

PRESENT:

ABSENT:

It was moved by Commissioner \_\_\_\_\_ and supported by Commissioner  
\_\_\_\_\_ that the following Resolution be adopted:

WHEREAS, this proposed application is supported by the 2021 Ottawa County Parks,  
Recreation and Open Space Plan, which identifies the need for expansion and improvement of  
Ottawa County parks and recreation facilities; and

WHEREAS, the Parks and Recreation Commission has identified this project as a priority 2021  
Ottawa County Parks, Recreation and Open Space Plan due to the increasing usage of the park  
and to enhance the user experience; and

WHEREAS, the Parks and Recreation Commission has identified the development of the  
Macatawa Greenway Trail and related amenities as a high priority initiative; and

WHEREAS, the Upper Macatawa Natural Area Greenway Trailhead Development Project is a  
key component of meeting the goals of the Macatawa Greenway and has been identified as a  
high priority for the 2025 fiscal year; and

WHEREAS, the Upper Macatawa Natural Area Greenway Trailhead Development Project will  
provide important natural resource-based recreation opportunities accessible to residents  
throughout Ottawa County, and

WHEREAS, the County of Ottawa is hereby making a financial commitment to the project in the amount of 50% local match (\$347,500 of the \$695,000 total project cost) matching funds, in cash and/or force account; and

NOW THEREFORE, BE IT RESOLVED, that the Ottawa County Board of Commissioners authorizes submittal of the grant application for the Upper Macatawa Natural Area Greenway Trailhead Development Project to the Land and Water Conservation Fund and and further resolves to make available its financial obligation amount of \$347,500 (50 %) of a total \$695,000 project cost, during the 2025 fiscal year.

Adopted/Issued this date by the Ottawa County Board of Commissioners

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

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Joe Moss  
Chairperson, Ottawa County  
Board of Commissioners

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Justin F. Roebuck  
Ottawa County Clerk/Register

#### CERTIFICATION

I, the undersigned, duly qualified Clerk of the County of Ottawa, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Board of Commissioners of the County of Ottawa, Michigan, at a meeting held on March 12, 2024 the original of which is on file in my office. Public Notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 12th day of March, A.D., 2024.

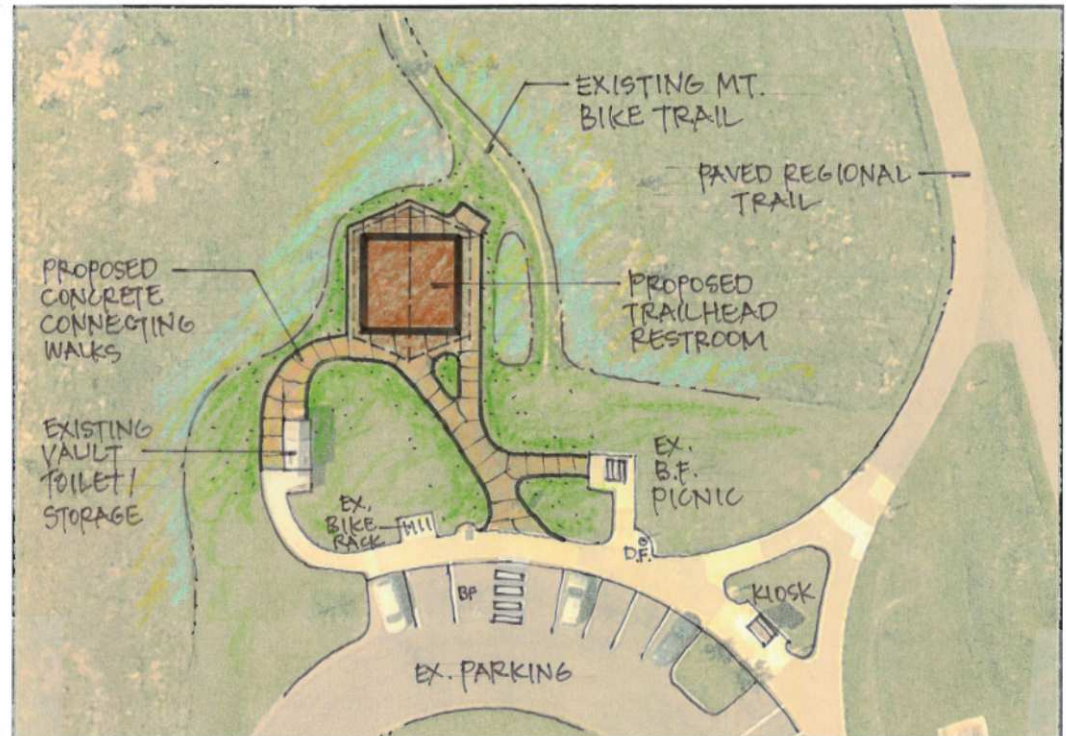




**Project: Upper Macatawa Natural Area – Greenway Trailhead (CP2307)**

- **Parks Initiative:** Upper Macatawa Natural Area and Macatawa Greenway
- **Parks Plan/Strategic Plan/Master Plan Reference (where applicable):** Page 256 & Project D15 (Appendix L-3)
- **Location:** Zeeland Township (Senate District 31, State House District 85)
- **Estimated Cost:** \$695,000
- **Proposed/Committed Funding:**
  - Parks Capital Funding: \$347,500
  - Land and Water Conservation Fund (Proposed): \$347,500

- **Summary:** The 84<sup>th</sup> Avenue entry for the Upper Macatawa Natural Area is one of the more popular sites in the Ottawa County Parks system, in part since it provides access to the mountain biking trails through the park. It is also a critical location along the developing Macatawa Greenway Trail and the trail



Site Plan  
UMNA Trailhead



0 15 30 60  
Feet



Ottawa County Parks & Recreation Commission

network from Holland to Grand Rapids (which includes the Fred Meijer Kenowa Trail, which commences at the northern end of the Upper Macatawa Natural Area). Due to its popularity and its key Greenway role, this site has been reviewed for enhanced amenities, in particular a modern restroom. With the planned development of and funding secured for the “middle Macatawa” trail connection to Hawthorn Pond and Hawthorn Pond improvements to the west, it is important to provide these enhanced amenities on the eastern end of this portion of the Macatawa Greenway. The proposed modern restroom will provide amenities for Macatawa Greenway users and mountain bikers as well as sustainable and universal design features. This includes men’s and women’s restrooms, a unisex family restroom with an adult changing table, two changing rooms with showers targeted for mountain bikers, a rainwater harvesting system, and paved connections to the parking area.

- **Status:** Grant application being prepared.



# Action Request

Electronic Submission – Contract # 2199



**Committee: BOARD OF COMMISSIONERS**

**Meeting Date: 3/12/2024**

**Vendor/3<sup>rd</sup> Party: MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

**Requesting Department: PARKS AND RECREATION**

**Submitted By: CURT TERHAAR**

**Agenda Item: CONTRACT FOR MDNR SUPPORT OF BASS RIVER TRAIL SEGMENT**

## Suggested Motion:

To approve the Cooperative Agreement with the Michigan Department of Natural Resources for funding assistance in the amount of \$715,000 for the development of the Idema Explorers Trail Bass River Segment Phase 1 and forward to the Board of Commissioners for final approval.

## Summary of Request:

Discussions with the Michigan Department of Natural Resources for construction of the Idema Explorers Trail through the Bass River State Recreation Area involved negotiations in regard to trail location and funding. One result of these negotiations was the commitment from the State to assist with funding for a more expensive but less intrusive route through the property. Exact sources of all of this State funding have not been determined, but this agreement represents the third installment of this commitment and provides sufficient funds to complete the first phase (west) of the trail through State property. In 2023, the state DNR granted \$50,000 & \$75,000 through two separate agreements towards the Bass River segment of the Idema Explorers Trail.

Bass River Phase 1 (west)

Total Estimated Cost: \$1,632,096

Funding Sources:

MDNR: \$840,000

ARPA: \$535,000 (secured)

Greenway Fund (Parks Foundation): \$257,096 (secured)

## Financial Information:

Total Cost: \$1,632,096.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

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

## Action is Related to Strategic Plan:

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

## Administration:

Recommended by County Administrator:

2/22/2024 2:28:13 PM

Committee/Governing/Advisory Board Approval Date: PLANNING AND POLICY: 3/5/2024



GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF NATURAL RESOURCES  
LANSING



M. SCOTT BOWEN  
DIRECTOR

**Cooperative Agreement**  
Between  
Michigan Department of Natural Resources  
Parks and Recreation Division  
and Ottawa County Parks and Recreation

**I. PURPOSE**

This Cooperative Agreement (CA) entered into this \_\_\_\_ Day of \_\_\_\_\_, 2024, between the State of Michigan by the Department of Natural Resources' Parks and Recreation Division (MDNR-PRD) and Ottawa County Parks and Recreation (County) for the purpose of granting funds to the County for the purpose of providing non-motorized trail development within, and connectivity to, the Bass River Recreation Area.

**II. AGREEMENT**

MDNR-PRD agrees to convey to the County the amount of Seven Hundred Fifteen Thousand Dollars and 00/100 (\$715,000.00). The County agrees, that in exchange for these funds, it will undertake the necessary development work for the Idema Explorers Trail, Grand River Greenway - Phase 1 construction from Riverside Park to Boat Launch Lot of an AASHTO paved linear trail through Bass River RA, as part of the greater county-wide Grand River Greenway in accordance with terms of Operating Agreement #PRD-T-002-2022.

**Equal Opportunity and Access:**

MDNR-PRD provides equal opportunities for employment and access to Michigan's natural resources. Both state and federal laws prohibit discrimination on the basis of race, color, national origin, religion, disability, age, sex, height, weight or marital status under the U.S. Civil Rights Acts of 1964 as amended, 1976 MI PA 453, 1976 MI PA 220, Title V of the Rehabilitation Act of 1973 as amended, and the 1990 Americans with Disabilities Act, as amended.

The County and its members, employees and staff shall adhere to the same policy and not refuse such person(s) any accommodation to facilities, service or privilege offered to or enjoyed by the general public.

**Addressing Issues and Concerns:**

Any concerns or issues should first be discussed with the MDNR-PRD Representative, Jill Sell, at SellJ1@michigan.gov. If resolution cannot be found with the above identified MDNR Representative, then it should be elevated to the MDNR Resource Protection & Promotion Section Chief, Jason Fleming, at flemingj@michigan.gov or 517-930-6726 for final resolution.

**INFORMATION RELEASE / OWNERSHIP**

News Releases: News releases pertaining to this CA, data or the project to which it relates will not be made without prior written MDNR-PRD approval.

Publication: The County will not use, release, publish or present any analyses, findings, results, or techniques developed under this agreement, or any information derived therefrom until such analyses, findings, or techniques have been reported to the MDNR-PRD. No material may be published that is exempt from disclosure under Michigan Public Act No. 442 of 1976, known as the "Freedom of Information Act," without express permission from the MDNR.

Data Release: The County shall not make available for review and/or provide to any source outside of the scope of this agreement any information released by the MDNR-PRD.

Data Ownership: Any data provided by the MDNR-PRD for use under this CA will remain the sole property of the MDNR-PRD and must be returned upon the request of the MDNR-PRD.

**Dissolution:**

This CA may be terminated by any party upon notice to the other parties to this agreement. Such termination shall be effective 30 days after notice is received by the parties to the agreement., and any unencumbered funds shall be returned to the MDNR-PRD.

**Assignment:**

This CA may not be assigned to any other party without the prior written approval of the MDNR-PRD.

**Revisions/Amendments to Agreement:**

This CA may be changed, amended, modified, extended or assigned only by mutual consent of the parties, provided that consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.

**Governing Law:**

This CA is governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising under this CA must be resolved in the Michigan Court of Claims.

**IV. APPROVAL/SIGNATURES**

This CA is effective upon execution by the Parties.

**Ottawa County**

By: \_\_\_\_\_  
Date

**Michigan Department of Natural Resources  
Parks and Recreation Division**

By: \_\_\_\_\_  
Ronald A. Olson, Chief Date

# Action Request

Electronic Submission – Resolution #: 2228



**Committee:** BOARD OF COMMISSIONERS

**Meeting Date:** 3/12/2024

**Requesting Department:** PARKS AND RECREATION

**Submitted By:** CURT TERHAAR

**Agenda Item:** 2024 MICHIGAN NATURAL RESOURCES TRUST FUND GRANT APPLICATION

## Suggested Motion:

To recommend an application to the Michigan Natural Resources Trust Fund (MNRTF) program for funding assistance to construct the Eastmanville Connector Segment of the Grand River Greenway Idema Explorers Trail and forward to the County Board of Commissioners for final approval.

## Summary of Request:

Ottawa County Parks has been planning and developing portions of the Idema Explorers Trail for over a decade. The three-mile long Eastmanville Connector Segment is a critical segment for connecting growing areas of Allendale Township to the Grand River via Eastmanville Bayou Open Space and will include one mile along the river. The trail runs from the Eastmanville Bayou parking area east until it turns south along 61st Avenue right-of-way. It then heads east along Lincoln Street and then south along 60th Avenue until it meets existing sidewalk near Comfort Street. Parks millage funds (\$35,000) and private donations (\$1,100,200) would provide the bulk of the funds necessary for construction. The intent of this grant application is to use these existing funds as the required match for the MNRTF Trust program that would provide \$400,000 in additional grant funds to complete the estimated \$1,535,200 total project.

If successful, the grant would be applicable for the current project schedule for this segment which anticipates construction starting in late 2025.

## Financial Information:

Total Cost: **N/A**

General Fund Cost: **N/A**

Included in Budget: **N/A**

If not included in Budget, recommended funding source:

**N/A**

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

## Action is Related to Strategic Plan:

Goal:

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

## Administration:

Recommended by County Administrator:

2/29/2024 2:28:20 PM

Committee/Governing/Advisory Board Approval Date: PLANNING AND POLICY 3/5/2024

COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION INDICATING INTENTION TO UNDERTAKE THE EASTMANVILLE  
CONNECTOR SEGMENT DEVELOPMENT PROJECT IF GRANT AWARDED.

At a regular meeting of the Ottawa County Board of Commissioners of the County of Ottawa,  
Michigan, held in the Ottawa County Fillmore Street Complex, West Olive, Michigan, in said  
County on the 12th day of March, 2024 at 9:00 o'clock a.m. local time.

PRESENT:

ABSENT:

It was moved by Commissioner \_\_\_\_\_ and supported by Commissioner  
\_\_\_\_\_ that the following Resolution be adopted:

WHEREAS, this proposed application is supported by the 2021 Ottawa County Parks,  
Recreation and Open Space Plan, which identifies the need for expansion and improvement of  
Ottawa County parks and recreation facilities; and

WHEREAS, the Parks and Recreation Commission has identified the Grand River Greenway  
and the construction of a multi-use pathway (the Idema Explorers Trail) to connect Greenway  
lands as a high priority initiative; and

WHEREAS, the Eastmanville Connector Segment Development Project is a key component of  
the Idema Explorers Trail project and has been identified as a high priority for the 2025 fiscal  
year; and

WHEREAS, the Eastmanville Connector Segment Development Project will provide important  
natural resource- based recreation opportunities accessible to residents throughout Ottawa  
County, and

WHEREAS, the County of Ottawa is hereby making a financial commitment to the project in  
the amount of 76% local match (\$400,000 of the \$1,696,000 total project cost) matching funds,  
in cash and/or force account; and

NOW THEREFORE, BE IT RESOLVED, that the Ottawa County Board of Commissioners authorizes submittal of the grant application for the Idema Explorers Trail Eastmanville Connector Development Project to the Michigan Natural Resources Trust Fund and further resolves to make available its financial obligation amount of \$1,296,000 (76%) of a total \$1,696,000 project cost, during the 2025 fiscal year.

Adopted/Issued this date by the Ottawa County Board of Commissioners

YEAS:

NAYS:

ABSTENTIONS:

RESOLUTION ADOPTED.

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Joe Moss  
Chairperson, Ottawa County  
Board of Commissioners

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Justin F. Roebuck  
Ottawa County Clerk/Register

#### CERTIFICATION

I, the undersigned, duly qualified Clerk of the County of Ottawa, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Board of Commissioners of the County of Ottawa, Michigan, at a meeting held on March 12, 2024 the original of which is on file in my office. Public Notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 12th day of March, A.D., 2024.

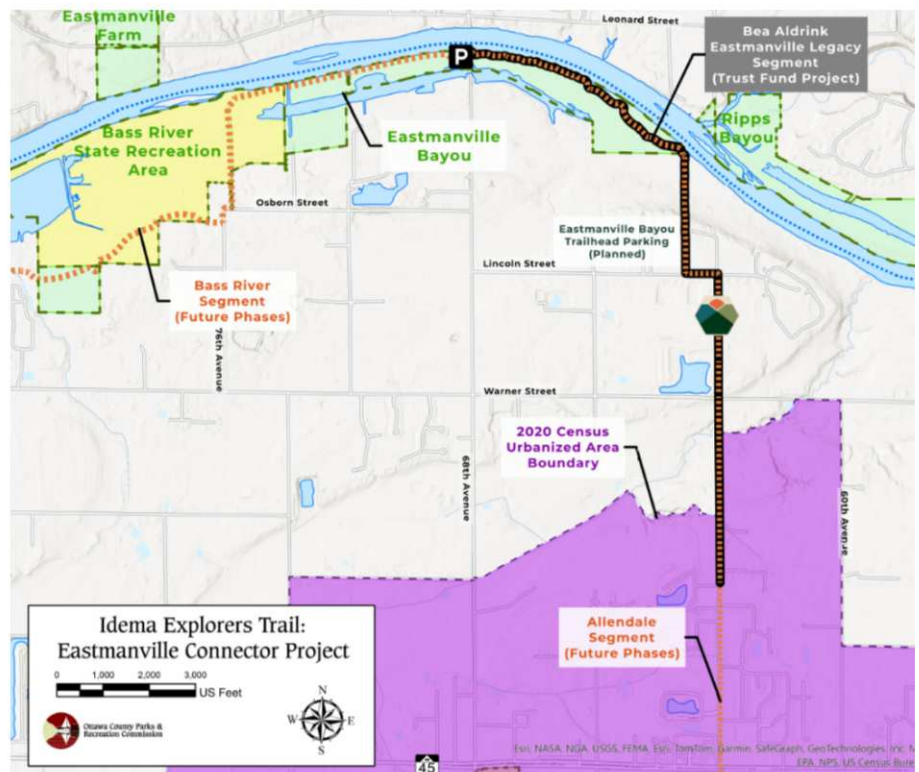




**Project: Eastmanville Connector Segment (CP2210 to be named Bea Aldrink Eastmanville Legacy Segment)**

- **Parks Initiative:** Grand River Greenway – Idema Explorers Trail
- **Parks Plan/Strategic Plan/Master Plan Reference (where applicable):** 2021 Parks Plan Pages 161-163; Appendix L-4 (Project D50)
- **Estimated Cost:** \$1,696,000
- **Proposed/Committed Funding:**
  - Michigan Natural Resources Trust Fund (Proposed): \$400,000
  - Ottawa County Parks Millage (Committed): \$35,000
  - Ottawa County Parks Foundation – Grand River Greenway Fund (Committed): \$1,261,000
  - **Location:** Allendale Township, Ottawa County (Senate District 31, State House District 89)

- **Summary:** This 3-mile segment will connect the neighborhoods of Allendale Township to the Grand River waterfront via Eastmanville Bayou Open Space. It will feature over a mile along a high bank adjacent to the Grand River and provide access to the eastern section of Eastmanville Bayou. This eastern area of the park is not readily accessible to the public and features a stand of rare Virginia Bluebells, which the trail route has been designed to preserve. It will also include an expanded underpass under the 68<sup>th</sup> Avenue bridge over the Grand River and a trailhead with rustic restrooms at Eastmanville Bayou.



- **Status:** Tentatively Scheduled for Construction in FY 2025. 95% design completed.

**Grand River Greenway Background Info:**

The Grand River Greenway connects Lake Michigan to Millennium Park and Grand Rapids with a multi-use river and land trails on and along the Grand River through vast parks, deep woods, and hidden bayous. The heart of the Greenway is the Idema Explorers Trail, which is currently being developed. When connected, the 36.5-mile trail will offer endless opportunities to explore nature, community, and culture while also expanding access to over 100 miles of regional trails. (Located in US District 2, State Senate District 30, State House Districts 88 and 89)

# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 03/12/2024

**Requesting Department:** Fiscal Services

**Submitted By:** Karen Karasinski

**Agenda Item:** Accounts Payable for January 29, 2024 through February 23, 2024.

## Suggested Motion:

To approve the general claims in the amount of \$19,109,990.54 as presented by the summary report for January 29, 2024 through February 23, 2024.

## Summary of Request:

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

## Financial Information:

Total Cost: \$19,109,990.54	General Fund Cost: \$5,692,255.00	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 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:

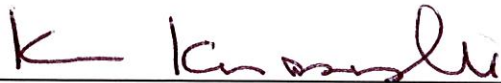
Board of Commissioners



Total CHECKS   EFTs   WIRES	
	Dates: January 29, 2024
	to February 23, 2024
	Total of all funds: \$19,109,990.54

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:

\$19,109,990.54



Karen Karasinski

Fiscal Services Director


2-21-24

Date


We hereby certify that the Board of Commissioners has approved the claims on Tuesday, March 12, 2024

Joe Moss, Chairperson  
Board of Commissioners


Justin Roebuck  
Clerk/Register of Deeds

Total CHECKS   EFTs   WIRES	
	Dates: January 29, 2024
	to February 23, 2024
	Total of all funds: \$19,109,990.54

101	GENERAL FUND	\$	5,692,255.00
222	MENTAL HEALTH FUND	\$	4,011,800.51
681	RETIREMENT BENEFITS FUND	\$	1,495,018.66
703	TAX COLLECTION CUSTODIAL FUND	\$	1,456,994.91
675	EMPLOYEE BENEFITS FUND	\$	1,108,530.39
469	BLDG AUTHORITY CONST PROJ FUND	\$	1,015,011.19
221	HEALTH FUND	\$	981,323.27
664	EQUIPMENT POOL FUND	\$	606,817.47
701	GEN CUSTODIAL FUND	\$	325,049.97
636	INNOVATION AND TECHNOLOGY FUND	\$	285,139.27
223	MENTAL HEALTH MILLAGE FUND	\$	283,186.62
100	GF IMPREST PAYROLL FUND	\$	229,750.35
106	BOARD INITIATIVES FUND	\$	206,320.55
801	DRAINS SPECIAL REV FUND	\$	192,974.64
536	LAND BANK AUTHORITY FUND	\$	154,809.00
677	GENERAL LIABILITY & WC FUND	\$	125,157.01
710	DISTRICT COURT CUSTODIAL FUND	\$	113,583.20
292	CHILD CARE FUND	\$	97,943.46
234	FARMLAND PRESERVATION FUND	\$	94,269.60
218	OTHER GOVERNMENTAL GRANTS FUND	\$	93,256.95
408	PARKS CAPITAL PROJECTS FUND	\$	69,247.98
736	OPEB TRUST FUND	\$	66,027.59
266	SHERIFF CONTRACTS FUND	\$	65,452.39

Total CHECKS   EFTs   WIRES			
	Dates:	January 29, 2024	
	to	February 23, 2024	
	Total of all funds:	\$19,109,990.54	

208	PARKS AND RECREATION FUND	\$	61,836.40
260	PUBLIC DEFENDERS OFFICE FUND	\$	47,953.89
655	TELECOMMUNICATIONS FUND	\$	47,553.54
712	CIRCUIT COURT CUSTODIAL FUND	\$	34,504.04
256	REG OF DEEDS AUTOMATION FUND	\$	30,781.33
676	UNEMPLOYMENT FUND	\$	22,163.75
215	FRIEND OF THE COURT FUND	\$	20,298.15
290	DEPT HLTH HUMAN SERVICES FUND	\$	17,035.64
000	POOLED CASH FUND	\$	14,331.56
228	LANDFILL TIPPING FEES FUND	\$	14,128.37
516	DELINQUENT TAXES FUND	\$	10,405.56
679	LONGTERM DISABILITY FUND	\$	10,045.55
401	CAPITAL PROJECTS FUND	\$	3,612.80
872	INLAND LAKE IMPROVEMENT FUND	\$	2,475.00
709	JUV CRT CUSTODIAL FUND	\$	1,480.05
263	CONCEALED PISTOL LICENSE FUND	\$	955.73
257	EARLY VOTING FUND	\$	509.20
102	STABILIZATION FUND	\$	-
103	CELL TOWERS FUND	\$	-
104	SOLID WASTE CLEAN UP FUND	\$	-
105	DB/DC CONVERSION	\$	-
107	INFRASTRUCTURE FUND	\$	-
151	CEMETERY TRUST FUND	\$	-
201	ROAD COMMISSION FUND	\$	-
243	BROWNFIELD REDVLPMT AUTH FUND	\$	-

Total CHECKS   EFTs   WIRES		
 <b>Ottawa County</b> <small>Where Freedom Rings</small>	Dates:	January 29, 2024
	to	February 23, 2024
	Total of all funds:	\$19,109,990.54

244	ECONOMIC DEVELOPMENT CORP FUND	\$	-
255	HOMESTEAD PROPERTY TAX FUND	\$	-
262	FEDERAL FORFEITURE FUND	\$	-
284	OPIOID SETTLEMENT FUND	\$	-
286	AMERICAN RESCUE PLAN ACT FUND	\$	-
301	DEBT SERVICE FUND	\$	-
365	PUBLIC UTILITY BOND & INT FUND	\$	-
369	OC BUILDING AUTH DEBT FUND	\$	-
465	PUBLIC UTILITY CONSTRUCT FUND	\$	-
518	DELINQUENT TAX #2 FUND	\$	-
645	COPIER RPLCMNT FUND	\$	-
680	COMPENSATED ABSENCES FUND	\$	-
711	PROBATE COURT CUSTODIAL FUND	\$	-
714	INMATE CUSTODIAL FUND	\$	-
721	LIBRARY PENAL FINE FUND	\$	-
802	DRAIN REVOLVING FUND	\$	-
804	DRAIN REVOLVING MAINT FUND	\$	-
805	DRAINS CAPITAL PRJT FUND	\$	-
851	DRAINS DEBT SERVICE FUND	\$	-
871	PUBLIC UTLTY MNTCE & OPER FUND	\$	-

**Accounts Payable Vendor Disbursements**  
**January 29 - February 23, 2024**

<b>VENDOR</b>	<b>\$ AMOUNT</b>
STATE OF MICHIGAN	\$ 2,793,865.64
OTTAWA COUNTY ROAD COMMISSION	\$ 2,114,293.47
OTTAWA COUNTY CENTRAL DISPATCH	\$ 2,110,710.83
MUNICIPAL EMPLOYEES RETIREMENT SYSTEM OF MICHIGAN	\$ 1,494,109.85
PRIORITY HEALTH	\$ 1,071,485.27
GRANGER CONSTRUCTION COMPANY	\$ 895,569.93
ENTERPRISE FM TRUST	\$ 534,459.52
HERITAGE H.O.M.E. INC.	\$ 296,285.21
HARBOR HOUSE MINISTRIES	\$ 252,065.97
OTTAWA COUNTY MICHIGAN INSURANCE AUTHORITY	\$ 240,585.52
GOOD SAMARITAN MINISTRIES	\$ 215,749.00
MOKA CORPORATION	\$ 205,630.95
SENTINEL TECHNOLOGIES INC	\$ 183,953.07
HOPE NETWORK BEHAVIORAL HEALTH SERVICES	\$ 171,494.54
HOPE DISCOVERY ABA SERVICES LLC	\$ 169,308.69
GRAND HAVEN AREA PUBLIC SCHOOL	\$ 159,027.20
BEACON SPECIALIZED LIVING SERVICES INC	\$ 153,960.47
BIS DIGITAL INC	\$ 150,807.15
VITALCORE HEALTH STRATEGIES LLC	\$ 150,124.92
LIGHTHOUSE AUTISM CENTER	\$ 150,105.62
REACH FOR RECOVERY INC	\$ 144,244.34
BENJAMIN'S HOPE	\$ 141,841.00
CITY OF GRAND HAVEN	\$ 134,517.99
CITY OF HOLLAND	\$ 128,555.93
PINE REST CHRISTIAN MENTAL HEALTH SERVICES	\$ 127,271.01
FLATROCK MANORS INC	\$ 120,381.84
LIGHTHOUSE INSURANCE GROUP, INC.	\$ 105,644.00
OPENGOV INC	\$ 104,823.00
CITY OF ZEELAND	\$ 102,388.34
SPECIALIZED DEMOLITION INC	\$ 99,745.00
TRANSNATION TITLE AGENCY OF MICHIGAN	\$ 94,069.60
TURNING LEAF RESIDENTIAL REHABILITATION SVCS INC	\$ 90,972.64
HOLLAND COMMUNITY HOSPITAL	\$ 89,990.00
WEST MICHIGAN YACHT SALES	\$ 88,521.29
WESTERN MICHIGAN TREATMENT CENTER	\$ 88,174.65
WAYPOINTS	\$ 81,843.81
COMMUNITY ALLIANCE	\$ 81,302.56
DELTA DENTAL PLAN OF MICHIGAN	\$ 78,362.31
JP MORGAN CHASE **See App. A	\$ 75,762.70
LUTHERAN SOCIAL SERVICES	\$ 75,683.53
BEAR RIVER HEALTH	\$ 75,087.58



VENDOR	\$ AMOUNT
FOREST VIEW HOSPITAL	\$ 70,170.52
EMPLOYEE ASSISTANCE CENTER	\$ 64,875.29
POSITIVE BEHAVIOR SUPPORTS CORPORATION	\$ 61,593.23
PIONEER RESOURCES INC	\$ 58,884.46
GT INDEPENDENCE	\$ 57,328.14
PREFERRED EMPLOYMENT & LIVING SUPPORTS	\$ 52,580.37
CANTEEN SERVICES INC	\$ 51,698.93
OTTAWA ISD, CAREERLINE TECH CENTER,	\$ 49,255.23
MOMENTUM CENTER	\$ 48,466.66
AMANI LLC	\$ 47,868.96
COMMUNITY ACTION HOUSE	\$ 45,114.55
HEWLETT-PACKARD COMPANY	\$ 44,333.50
WEX BANK	\$ 43,476.74
LOCUMTENENS.COM LLC	\$ 43,266.84
ADIA LLC	\$ 42,182.32
BETHANY CHRISTIAN SERVICES OF MICHIGAN	\$ 41,981.64
LAND AND RESOURCE ENGINEERING	\$ 38,840.99
CORNERSTONE AFC LLC	\$ 38,668.84
LANDTECH	\$ 38,130.00
KALLMAN LEGAL GROUP PLLC	\$ 38,002.50
PREIN & NEWHOF	\$ 37,288.05
ZAWADI USA LLC	\$ 37,111.34
HOPE NETWORK REHABILITATION SERVICES	\$ 36,080.28
WEST OTTAWA PUBLIC SCHOOLS	\$ 35,888.01
LA BENEDICTION CO LLC	\$ 35,051.32
ENVIRO CLEAN SERVICES INC	\$ 34,130.41
ROCHELLE RAWLINGS	\$ 33,973.45
INDIAN TRAILS CAMP INC	\$ 33,026.01
NETSMART TECHNOLOGIES INC	\$ 32,010.56
61ST DISTRICT COURT	\$ 31,932.90
METROPOLITAN LIFE INSURANCE COMPANY	\$ 31,519.56
BUILDING MEN FOR LIFE	\$ 30,611.06
EMPLOYEE REIMBURSEMENTS	\$ 30,114.94
KIESLER POLICE SUPPLY INC	\$ 29,900.00
BRIGHTLY SOFTWARE INC	\$ 29,734.40
DEVELOPMENTAL ENHANCEMENT PLC	\$ 29,287.73
HOLLAND LITHO PRINTING SERVICE INC	\$ 28,970.32
DEWPOINT INC	\$ 27,838.00
WEB TECS INC	\$ 27,272.00
ST JOHN'S HEALTH CARE PC	\$ 26,876.40
CHILDREN'S ADVOCACY CENTER	\$ 26,666.68
BUSSCHER DEVELOPMENT INC	\$ 25,954.50
CSM SERENITY	\$ 25,528.39
ELECTION SOURCE	\$ 24,615.75
FIDELITY SECURITY LIFE INSURANCE COMPANY	\$ 24,445.20
LAURA M. ESESE	\$ 24,180.00

<b>VENDOR</b>	<b>\$ AMOUNT</b>
STONECREST CENTER	\$ 23,959.00
ARBOR CIRCLE CORP	\$ 22,854.83
EQUITABLE LEARNING SOLUTIONS	\$ 21,562.82
LEXIPOL LLC	\$ 21,296.59
RTH SERVICES LLC	\$ 21,215.00
SOLID DESIGN SOFTWARE SOLUTION LLC	\$ 21,200.00
CITY OF HUDSONVILLE	\$ 20,952.01
RELIABLE HEATING AND COOLING LLC	\$ 20,552.00
PENOGANI GL LLC	\$ 19,589.16
SEMCO ENERGY GAS COMPANY	\$ 19,532.29
SEDGWICK CLAIMS MANAGEMENT SERVICES INC	\$ 19,513.01
ACORN HEALTH OF MICHIGAN LLC	\$ 19,142.36
STUART T WILSON CPA PC	\$ 18,340.15
HAVENWYCK HOSPITAL	\$ 18,269.54
CENTRIA HEALTHCARE LLC	\$ 18,167.02
RANDALL G MEYER EXCAVATING	\$ 17,888.63
PITNEY BOWES INC	\$ 17,726.54
A&B EQUIPMENT & SONS INC	\$ 17,592.00
MICHIGAN GAS UTILITIES CORPORATION	\$ 16,723.74
RITE OF PASSAGE INC	\$ 16,495.41
FEENSTRA & ASSOCIATES INC	\$ 16,470.00
STILLSON CTH	\$ 16,403.14
RJ THOMAS MFG CO INC	\$ 16,205.00
REBOUND PHYSICAL AND OCCUPATIONAL THERAPY	\$ 15,494.58
JENISON PUBLIC SCHOOLS	\$ 15,448.82
NEUROPSYCHIATRIC HOSPITAL OF INDIANAPOLIS LLC	\$ 15,000.00
DICKINSON WRIGHT PLLC	\$ 14,903.50
RELIANCE COMMUNITY CARE PARTNERS	\$ 14,828.60
OTTAWA COUNTY INFINISOURCE FLEX	\$ 14,331.56
VONK AFC	\$ 14,279.73
DAVID'S HOUSE MINISTRIES	\$ 13,640.00
FULL CIRCLE CARE LLC	\$ 13,118.16
WEST, A THOMSON REUTERS BUSINESS	\$ 13,089.14
SECOND STORY COUSLING	\$ 13,073.04
A&S CONSTRUCTION OF MUSKEGON	\$ 12,618.59
VERIZON WIRELESS SERVICES	\$ 12,608.65
RESTITUTION	\$ 12,266.57
ENG INC	\$ 11,962.92
MHP - HACKLEY CAMPUS	\$ 11,726.00
SPICER GROUP INC	\$ 11,589.75
PT SOLUTIONS INC	\$ 11,166.40
EXXEL ENGINEERING INC	\$ 10,835.00
HOLLAND ENGINEERING	\$ 10,800.00
AMY JO BRECKON	\$ 10,765.50
FAHEY SCHULTZ BURZYCH RHODES PLC	\$ 10,734.50
LYDIA'S HOUSE	\$ 10,727.86

<b>VENDOR</b>	<b>\$ AMOUNT</b>
HOLLAND BOARD OF PUBLIC WORKS	\$ 10,656.37
REFUNDS	\$ 10,450.43
TRAC	\$ 10,324.75
STRONG AFC	\$ 10,279.29
ENRICHED LIVING	\$ 10,263.48
AT&T CORP	\$ 9,853.65
HOLLAND CHARTER TOWNSHIP	\$ 9,743.02
BRAIN TREE MANAGEMENT INC	\$ 9,702.00
ZEELAND PUBLIC SCHOOLS	\$ 9,638.52
FRITS HARTGERS	\$ 9,193.36
PROTOCOL SERVICES INC	\$ 9,152.16
HANSMA HOME	\$ 9,044.56
ZOOM VIDEO COMMUNICATIONS INC	\$ 8,744.89
CHERI LYNN WYNSMA	\$ 8,534.30
CONSILIUM STAFFING LLC	\$ 8,495.00
SPRING LAKE BOARD OF EDUCATION	\$ 8,222.99
INSIGHT PUBLIC SECTOR INC	\$ 8,126.64
SALE'S HEATING COOLING & REFRIGERATION INC	\$ 8,115.00
MICHIGAN PATHOLOGY SPECIALISTS PC	\$ 8,019.05
HARBOR OAKS HOSPITAL	\$ 8,000.00
HOLLAND DROP IN CENTER	\$ 7,969.47
BENTON'S AFC FACILITY	\$ 7,924.84
HERNANDEZ HOME LLC	\$ 7,896.60
BRADLEY R JOHNSON ATTORNEY AT LAW	\$ 7,869.90
GIDDINGS AFC II	\$ 7,737.91
NATIONAL INSTITUTE	\$ 7,650.00
LAW OFFICE OF JOHN R MORITZ	\$ 7,590.97
RANDY SCHOLMA BUILDER	\$ 7,587.50
ARBOR SOLUTIONS INC	\$ 7,562.50
ADVANTAGE BUSINESS SYSTEMS LLC	\$ 7,490.00
DLZ MICHIGAN INC	\$ 7,474.12
WOODLAND EQUIPMENT	\$ 7,302.01
IMPERIAL DADE	\$ 7,132.59
THERMO FISHER SCIENTIFIC	\$ 6,902.32
SCHIELE AFC	\$ 6,852.86
GRAYSON ENTERPRISE LLC	\$ 6,852.86
VREDEVELD HAEFNER LLC	\$ 6,726.58
FIRESIDE AFC HOME	\$ 6,722.17
NANCI LYNNE LUBINSKI	\$ 6,672.40
GIDDINGS AFC HOMES, LLC	\$ 6,629.04
LINDA S KRAMER	\$ 6,542.86
NEDERVELD ASSOCIATES SURVEYING INC	\$ 6,495.00
SCHEUERLE & ZITTA LLP	\$ 6,266.63
REPUBLIC SERVICES INC	\$ 6,255.37
ON DUTY GEAR LLC	\$ 6,201.05
OUTPOST24 INC	\$ 6,186.71

<b>VENDOR</b>	<b>\$ AMOUNT</b>
ERICK NYE FINE ART	\$ 6,153.00
CHARTER COMMUNICATIONS OPERATING LLC	\$ 6,148.57
NEUROBEHAVIORAL HOSPITAL LLC	\$ 6,056.00
OTTAWA COUNTY DEPUTIES ASSOCIATION	\$ 6,041.35
MANDI MARTINI	\$ 5,966.38
BARBIER LAW OFFICES PLC	\$ 5,927.00
GOPHER EXPRESS COURIER SERVICE INC	\$ 5,791.00
CRISTINA R BASMAYOR	\$ 5,767.86
GH PRINTING	\$ 5,654.83
NOAH'S ARK LAWNCARE	\$ 5,560.00
VANVOLKINBURG BUILDERS LLC	\$ 5,448.67
JURORS	\$ 5,389.06
COOPERSVILLE AREA PUBLIC SCHOOLS	\$ 5,329.47
TITLE-CHECK LLC	\$ 5,285.44
LAW OFFICE OF KEVIN B MEGLEY	\$ 5,277.22
FAMILY IDEPENDENCE AGENCY STATE DIS	\$ 5,252.40
HVG MILL PINE ASSOCIATES LLC	\$ 5,179.00
UNDERGROUND SECURITY COMPANY	\$ 5,050.60
TAYLOR OFFICE FURNITURE	\$ 4,983.00
MRG-TRANSLATIONS	\$ 4,956.25
MGT OF AMERICA LLC	\$ 4,956.00
BAY POINTE APARTMENTS	\$ 4,943.00
GEORGETOWN TOWNSHIP	\$ 4,905.42
WILSON & WYNN INTERVENTIONS, PLC	\$ 4,900.00
WESTERN MICHIGAN PATHOLOGY	\$ 4,900.00
TOTAL COURT SERVICES	\$ 4,852.50
THE SALVATION ARMY TURNING POINT PROGRAMS	\$ 4,845.34
CRITICAL SYSTEM SERVICES LLC	\$ 4,826.95
WEST MICHIGAN PSYCHOLOGICAL SERVICE	\$ 4,696.43
VESTIGE GPS	\$ 4,678.44
LAW OFFICES OF RAYMOND A PURDY PLLC	\$ 4,580.04
SPRING LAKE TOWNSHIP	\$ 4,514.78
BRAINS	\$ 4,480.00
MICHAEL A SPOELMAN	\$ 4,416.66
CITY OF FERRYSBURG	\$ 4,319.01
LIFE CHOICE LLC	\$ 4,250.00
CEDAR CREEK I AND CEDAR CREEK II	\$ 4,201.43
IKAZE HOME	\$ 4,201.43
HART INTERCIVIC	\$ 4,118.84
GOVERNMENTAL CONSULTANT SERVICES INC	\$ 4,000.00
DAVID B KORTERING LAW OFFICE	\$ 4,000.00
OFFICE DEPOT BUSINESS SOLUTIONS	\$ 3,885.24
BETHESDA FARM	\$ 3,801.60
EQ THE ENVIRONMENTAL QUALITY COMPANY	\$ 3,799.51
MI REAL ESTATE MANAGEMENT LLC	\$ 3,777.00
GENOA HEALTHCARE LLC	\$ 3,766.08

<b>VENDOR</b>	<b>\$ AMOUNT</b>
SAFE HARBOR CHRISTIAN COMMUNITIES	\$ 3,737.37
ALTERNATIVE AUTO AND ROAD SERVICE	\$ 3,653.00
HORIA NEAGOS ESQ	\$ 3,630.21
CONSUMERS ENERGY COMPANY	\$ 3,590.35
HOPE NETWORK WEST MICHIGAN	\$ 3,559.36
GOODWILL INDUSTRIES OF WEST MICHIGAN INC	\$ 3,547.46
SOCIAL SERVICE RESOURCES LLC	\$ 3,537.24
LAKESHORE PROPERTY MANAGEMENT INC	\$ 3,438.00
AFLAC GROUP INSURANCE	\$ 3,423.09
OTTAWA COUNTY DEPUTY SHERIFF ASSOCIATION	\$ 3,413.02
COMMUNITY LIVING SERVICES INC	\$ 3,410.00
WEST MICHIGAN PROPERTY MANAGEMENT	\$ 3,402.00
FOX COUNSELING SERVICES LLC	\$ 3,357.55
WEST MICHIGAN TOWING	\$ 3,342.72
KHAMMANIVONG ANOUSONE	\$ 3,330.00
CAMP ATTERBURY JOINT MANEUVER TRAINING CENTER	\$ 3,325.10
CORPORATE CASUALS	\$ 3,287.45
CISCO INC	\$ 3,239.59
BS&A SOFTWARE	\$ 3,191.00
BRG MANAGEMENT LLC	\$ 3,188.00
GRANDVILLE PUBLIC SCHOOLS	\$ 3,133.73
ACCELA INC	\$ 3,092.63
THE SMITH LAW FIRM PLLC	\$ 3,066.57
MUSKEGON CONSERVATION DISTRICT	\$ 3,007.20
KAJOVID PROPERTIES LLC	\$ 3,000.00
TEG TIMBERVIEW LLC	\$ 3,000.00
MICHIGAN POLICE EQUIPMENT COMPANY	\$ 2,996.00
HUDSONVILLE PUBLIC SCHOOLS	\$ 2,974.38
THOROUGHbred TECHNOLOGIES INC	\$ 2,973.00
WEST SHORE COUNSELING SERVICES LLC	\$ 2,913.75
TIM'S TOWING	\$ 2,863.00
GRAND RAPIDS COMMUNITY COLLEGE	\$ 2,850.00
STAPLES CONTRACT & COMMERCIAL LLC	\$ 2,849.90
FALCON WOODS	\$ 2,808.00
CITY OF COOPERSVILLE	\$ 2,799.27
COMMUNITY LIVING OPTIONS	\$ 2,722.03
PHARMASCRIP OF MICHIGAN INC	\$ 2,682.07
ALIEN GEAR HOLSTERS	\$ 2,676.70
HD RECOVERY LLC	\$ 2,601.00
DASCOM AMERICAS SBI LLC	\$ 2,492.50
MEDIATION SERVICES	\$ 2,490.00
COLEMANZ AFC	\$ 2,483.32
PLM LAKE & LAND MANAGEMENT CORP	\$ 2,475.00
WHITE CRANE HOME AFC	\$ 2,460.47
LIAISON LINGUISTICS LLC	\$ 2,416.22
GET R CUT - JB LANDSCAPE SERVICES	\$ 2,400.00



VENDOR	\$ AMOUNT
CRAIG A JENISON	\$ 2,397.47
BRINKS INC	\$ 2,367.70
ALTOGAS INC	\$ 2,365.93
CUNNINGHAM DALMAN PC	\$ 2,355.00
BIZSTREAM	\$ 2,355.00
GRAND HAVEN CHARTER TOWNSHIP	\$ 2,354.77
LANGUAGELINE SOLUTIONS	\$ 2,350.26
PLATINUM LIVING LLC	\$ 2,341.43
SOUTHWEST AFC LLC	\$ 2,341.43
PINE RIDGE ASSISTED LIVING FACILITY	\$ 2,341.43
ORGANICYCLE LLC	\$ 2,340.00
CARLETON EQUIPMENT CO	\$ 2,323.30
AMAZON CAPITAL SERVICES INC	\$ 2,273.33
JOEL ELLIOT SCHOON-TANIS	\$ 2,270.00
BRUMMELS HOME FURNISHINGS	\$ 2,237.00
LEVEL 7 PERSONAL DEVELOPMENT LLC	\$ 2,210.00
PREST & ASSOCIATES LLC	\$ 2,202.00
KUSTOM SIGNALS INC	\$ 2,195.00
HUDSONVILLE TOWING	\$ 2,182.50
CASE MANAGEMENT OF MICHIGAN INC	\$ 2,180.92
ANCHORAGE WEST PROPERTY MANAGEMENT	\$ 2,157.00
KENOWA HILLS PUBLIC SCHOOLS	\$ 2,106.79
LEXISNEXIS RISK DATA MANAGEMENT INC	\$ 2,065.00
D.A. BLODGETT ST JOHNS	\$ 2,008.47
MLIVE MEDIA GROUP	\$ 1,994.15
KERKSTRA PORTABLE RESTROOMS INC	\$ 1,985.00
VICKI M. VARGO	\$ 1,954.00
SHEILA DAY COUNSELING LLC	\$ 1,932.50
TRI-CITY TOWING SERVICE LLC	\$ 1,932.00
VOICES FOR HEALTH INC	\$ 1,885.76
MARTINIZING DELIVERS #941609	\$ 1,848.52
TRU-LINE SURVEYING PC	\$ 1,830.00
PETERSEN RESEARCH CONSULTANTS	\$ 1,800.00
RIVER HAVEN OPERATING COMPANY LLC	\$ 1,798.00
WEDGWOOD CHRISTIAN SERVICES	\$ 1,781.90
HOLLAND TOWING LLC	\$ 1,762.00
DTE ENERGY COMPANY	\$ 1,757.16
CONTRACT LOGIX LLC	\$ 1,720.00
PASSPORT LABS INC	\$ 1,666.67
REVEL	\$ 1,666.67
MCGILLEYS EXCAVATING LLC	\$ 1,650.00
JANUS RX	\$ 1,637.19
GRAINGER	\$ 1,606.96
RIVER CREST SPECIALTY HOSPITAL LLC	\$ 1,600.00
KNIGHT WATCH INC	\$ 1,564.80
ALLBRANDED NORTH AMERICA INC.	\$ 1,559.66

VENDOR	\$ AMOUNT
THE LAW OFFICE OF MARCUS T CHMIEL PLLC	\$ 1,557.38
CAMP SUNSHINE INC	\$ 1,485.00
ROMEYN'S SERVICE INC	\$ 1,477.00
SCHULTZ LAND & WATER CONSULTING INC	\$ 1,462.50
UNIVERSITY TRANSLATORS SERVICES LLC	\$ 1,458.31
SHORELINE SERVICES INC	\$ 1,455.00
TOP TO BOTTOM CLEANING GROUP	\$ 1,454.25
YELLOW LIME CREATIVE	\$ 1,450.00
ENTERPRISE ENVELOPE INC	\$ 1,430.25
UPDOX LLC	\$ 1,405.35
THE PETOSKEY NEWS-REVIEW/THE MONROE NEWS/FLASHES PUBLISHERS/HOLL	\$ 1,400.35
CATALIS COURTS & LAND RECORDS	\$ 1,400.00
EDWARD C SWART	\$ 1,381.45
NATHAN FARRIS	\$ 1,375.00
OTTAWA COUNTY SHERIFF COMMAND OFFICERS ASSOCIATION	\$ 1,370.00
YOUNG MENS CHRISTIAN ASSOCIATION	\$ 1,336.00
MCDONALD PLUMBING	\$ 1,289.00
BARBARA FOLEY	\$ 1,270.64
279 W 30TH, LLC	\$ 1,255.00
WISEMAN ENTERPRISES INC	\$ 1,230.08
SPEEDWAY LLC	\$ 1,216.45
WEST MICHIGAN DOCUMENT SHREDDING LLC	\$ 1,211.50
ZEELAND CHARTER TOWNSHIP	\$ 1,207.68
PHOENIX CREMATORY SERVICE	\$ 1,200.00
RAMON LUNA	\$ 1,173.00
WATKINS PHARMACY & SURGICAL SUPPLY CO	\$ 1,132.80
BONNIE L THORNELL	\$ 1,131.00
FRUITPORT PUBLIC SCHOOLS	\$ 1,130.16
SUNSHINE PROPERTIES	\$ 1,124.00
GRAND HAVEN TRIBUNE	\$ 1,123.82
70X7 LIFE RECOVERY	\$ 1,112.40
E&R DEJONG LLC	\$ 1,084.00
SMART SOURCE OF MICHIGAN LLC	\$ 1,082.14
RONALD UPRIGHT	\$ 1,075.00
ALLENDALE CHARTER TOWNSHIP	\$ 1,055.23
SBC LONG DISTANCE LLC-D/B/A AT&T	\$ 1,052.56
MICHIGAN DISTRICT JUDGES ASSOCIATION	\$ 1,050.00
LIFE THERAPEUTIC SOLUTIONS INC	\$ 1,040.40
SANOFI PASTEUR INC	\$ 1,038.68
APPLIED BEHAVIORAL SCIENCE INSTITUTION LLC	\$ 1,033.10
SERVICEMASTER RESTORATION- BY THE DISASTER RESPONSE EXPERTS	\$ 1,000.00
COOPER DAHL	\$ 990.00
JAMIE PANCY	\$ 972.00
ASSOCIATED LANGUAGE CONSULTANTS	\$ 960.00
DOCTORS BEHAVIORAL HOSPITAL LLC	\$ 952.79
GREGORY S DEMANN	\$ 946.00

<b>VENDOR</b>	<b>\$ AMOUNT</b>
MISS DIG SYSTEMS INC	\$ 940.07
W AND M PROPERTY VENTURES LLC	\$ 937.00
INTERPHASE OFFICE INTERIORS INC	\$ 929.44
CURCIO LAW FIRM PLC	\$ 918.00
WILLIAMSBURG PROPERTY COMPANY	\$ 900.00
DEX YP	\$ 883.37
GRTG	\$ 882.50
WITNESSES	\$ 871.60
LUMIQUICK DIAGNOSTICS	\$ 862.00
WESTERN TEL-COM INC	\$ 860.00
TELE-RAD INC	\$ 857.99
MED-1 HOLLAND LLC	\$ 850.00
STATE BAR OF MICHIGAN	\$ 850.00
SCHOLTEN FANT PC	\$ 845.71
HOSPITAL NETWORK HEALTHCARE SERVICES LLC	\$ 840.00
LIFE EMS INC	\$ 837.09
COMCAST SPOTLIGHT LP	\$ 829.40
HIDDEN DUNES APARTMENT OWNERS II LLC	\$ 825.00
GARY BATTAGLIA	\$ 825.00
ABA GOLDEN STEPS MI LLC	\$ 824.00
GUARDIAN ALLIANCE TECHNOLOGIES INC	\$ 816.00
RAMA PROPERTIES LLC	\$ 806.00
JOSEPH KOZAKIEWICZ	\$ 800.00
ALLISON SELNER	\$ 800.00
WINDEMULLER PROPERTY MANAGEMENT LLC	\$ 797.00
LANDSCAPE DESIGN SERVICES INC	\$ 785.00
COMPASS PROPERTY MANAGEMENT LLC	\$ 776.00
MICHIGAN ASSOCIATION FOR FAMILY COURT	\$ 775.00
DATA WORKS PLUS LLC	\$ 775.00
STEPHEN BOEREMA	\$ 767.00
FIDELITY LANGUAGE RESOURCES LLC	\$ 743.16
SHIRLEE B ACHTERHOF	\$ 741.00
ANSWER UNITED	\$ 737.49
A & R INVESTMENTS LLC	\$ 732.00
RUSS MENCL	\$ 725.00
JUSTICE WORKS LLC	\$ 725.00
PORT SHELDON TOWNSHIP	\$ 724.28
GREATER OTTAWA COUNTY UNITED WAY INC	\$ 724.00
THE DEPOT SENIOR APARTMENTS	\$ 720.00
HOM FLATS AT FELCH STREET	\$ 714.00
TRAPPERS COVE APARTMENT OWNERS LLC	\$ 706.00
LAW OFFICE OF STEPHANIE CARDENAS	\$ 700.00
THE PIONEER GROUP	\$ 696.97
R&S NORTHEAST LLC	\$ 685.89
SPECTRUM HEALTH HOSPITALS	\$ 683.50
GUIDEHOUSE INC	\$ 675.00

VENDOR	\$ AMOUNT
TRADITIONS OF HOLLAND	\$ 665.00
PLUMMER'S DISPOSAL SERVICE INC	\$ 660.00
GH NORTH SHORE APARTMENT OWNERS LLC	\$ 659.00
DAILY LIFE SKILLS INDEPENDENCE HUB LLC	\$ 647.04
JACO CIVIL PROCESS INC	\$ 645.36
SUPERIOR SPORT STORE H	\$ 640.00
RECOVERY ROAD LLC	\$ 639.63
FILADELFO MARTINEZ	\$ 636.00
VILLAGE SELF STORAGE	\$ 627.53
CRAN HILL RANCH	\$ 625.00
WAVELAND PROPERTY MANAGEMENT LLC	\$ 620.00
MIKA MEYERS BECKETT & JONES PLC	\$ 619.50
PARK TOWNSHIP	\$ 604.68
SPARKS BEHAVIORAL SERVICES	\$ 600.00
CORNERSTONE REAL ESTATE MGMT LLC	\$ 597.00
LAW OFFICE OF MARY K GOLDEN	\$ 594.99
ADECCO EMPLOYMENT SERVICES,ADECCO	\$ 587.12
RISEN STUN DYMAMICS LLC	\$ 580.00
INTEGRITY BUSINESS SOLUTIONS	\$ 571.61
COFESSCO FIRE PROTECTION LLC	\$ 565.40
RIVERSIDE INTEGRATED SYSTEMS INC	\$ 540.00
CXTEC INC	\$ 530.13
V QUEST PROPERTIES LLC	\$ 514.00
HENRY SCHEIN INC	\$ 512.18
SHAWN HILLMAN	\$ 500.00
THE ARC MUSKEGON	\$ 500.00
CONTROLNET LLC	\$ 492.00
BLACK RIVER RENTALS	\$ 476.00
PEAK PERFORMERS INC	\$ 464.80
PLANET DDS LLC	\$ 460.58
OTTAWA LIMITED DIVIDEND HOUSING ASSOCIATION	\$ 459.00
HOMETOWN FILTER	\$ 440.63
COPY-TECH INC	\$ 438.50
CHARLES BRYANT COVELLO	\$ 436.00
JUANITA C BRIGGS	\$ 436.00
THE REGENTS OF THE UNIVERSITY OF MICHIGAN	\$ 435.90
VICTORIA A BOUMAN	\$ 419.00
COSTAR REALTY INFORMATION INC	\$ 412.78
CENTRAL TOWING	\$ 411.00
C.G. WITVOET & SONS	\$ 405.00
VIRIDIS DESIGN GROUP	\$ 400.00
KRISTAN A NEWHOUSE	\$ 400.00
TOTAL ACCESS GROUP	\$ 399.00
CALDER CITY TAXI COMPANY	\$ 397.00
ACTION CHEMICAL INC	\$ 396.00
NORTH OTTAWA COMMUNITY HOSPITAL	\$ 385.00

VENDOR	\$ AMOUNT
DITTO TRANSCRIPTS	\$ 384.48
WILLIAM FRANKLIN BRANCH	\$ 371.73
REVUE MAGAZINE	\$ 368.00
GORDON WATER SYSTEMS	\$ 367.61
MIKALAN ROOFING INC	\$ 366.88
LINDE GAS & EQUIPMENT INC	\$ 363.40
REFEREES ASSOCIATION OF MICHIGAN	\$ 360.00
GENEVA CAMP & RETREAT CENTER	\$ 353.75
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS	\$ 351.30
AUTUMN RIDGE STONE & LANDSCAPE SUPPLY INC	\$ 349.00
CATHERINE L CURTIS	\$ 348.00
TRIPLOG INC	\$ 342.00
TALLMADGE CHARTER TOWNSHIP	\$ 332.74
TRAFFIC & SAFETY CONTROL SYSTEMS INC	\$ 320.00
INTERCARE COMMUNITY HEALTH	\$ 309.41
WEST MICHIGAN CRIMINAL JUSTICE TRAINING	\$ 308.74
OTTAWA COUNTY JUVENILE COURT EMPLOYEE	\$ 305.00
COUNTY OF OTTAWA	\$ 301.55
MICHIGAN ASSOCIATION OF COUNTY CLERKS DISTRICT #4	\$ 300.00
MICRGRAPHICS PRINTING INC	\$ 295.00
LAKESHORE NONPROFIT ALLIANCE	\$ 275.00
PRO CARE UNLIMITED INC	\$ 271.70
ISOLVED BENEFIT SERVICES	\$ 265.20
NORTHERN LAKES COMMUNITY MENTAL HEALTH AUTHORITY	\$ 261.00
HERRICK DISTRICT LIBRARY	\$ 259.69
HEMOCUE INC	\$ 258.93
ALCOPRO INC	\$ 250.00
GABRIELA CROESE	\$ 240.00
EMPLOYEE REIMBURSEMENT	\$ 239.42
KERSHAW, VITITOE AND JEDINAK PLC	\$ 220.28
SYMBOLARTS LLC	\$ 220.00
ROBERT L REILMAN PLC	\$ 212.40
ALLEGAN COUNTY DRAIN COMMISSIONER	\$ 209.70
PETER G RAMAH, PLLC, ATTORNEY AT LAW	\$ 200.00
CHANGE HEALTHCARE SOLUTIONS, LLC	\$ 200.00
LAW OFFICES OF BRENT H GREEN PLLC	\$ 200.00
MICHIGAN PROBATE & JUVENILE REGISTERS ASSOCIATION	\$ 200.00
COMMUNITY MENTAL HEALTH ASSOC OF MI	\$ 200.00
WN LAW PLLC	\$ 200.00
JAMESTOWN CHARTER TOWNSHIP	\$ 196.67
MATTHEW BENDER & COMPANY INC	\$ 196.31
QUANTIMETRIX CORPORATION	\$ 193.26
MICHIGAN COUNTY SOCIAL SERVICES ASSOCIATION	\$ 190.00
VILLAGE OF SPRING LAKE	\$ 187.94
MCKESSON MEDICAL SURGICAL	\$ 186.79
TERRY D BLANCHARD	\$ 185.58



VENDOR	\$ AMOUNT
LATIN AMERICANS UNITED FOR PROGRESS INC	\$ 175.00
OTTAWA COUNTY EMPLOYEES ASSOCIATION	\$ 175.00
FIRE PROS LLC	\$ 171.50
PLANTENGA'S CLEANERS	\$ 160.70
DEAF AND HARD OF HEARING SERVICES	\$ 156.00
RONALD FRANTZ	\$ 151.44
CHARLES L CLAPP	\$ 150.00
CDW GOVERNMENT INC	\$ 147.84
COOPERSVILLE AREA DISTRICT LIBRARY	\$ 140.57
MCKESSON MEDICAL-SURGICAL GOVERNMENTAL SOLUTIONS	\$ 140.41
HOLLAND AQUATIC CENTER	\$ 137.10
MICHAEL A. FARAONE, PC	\$ 136.49
OTTAWA CO FOC EMPLOYEES ASSOC	\$ 135.00
ACENTEK	\$ 134.21
LAW OFFICES OF BRADFORD P LYERLA	\$ 127.80
KRYSTAL DIEL	\$ 125.00
GARY A ROSEMA	\$ 120.00
MICHIGAN ASSOCIATION OF REGISTERS OF DEEDS	\$ 115.00
PINE RIDGE BIBLE CAMP	\$ 115.00
LAW OFFICE OF ROMAN J. TYSZKIEWICZ	\$ 114.10
ROBIN'S ROSEBUD TRANSPORTATION	\$ 114.00
CROCKERY TOWNSHIP	\$ 110.06
BENS RUBBER STAMPS & LASER WORKS INC	\$ 104.65
CULLIGAN	\$ 103.30
ROBINSON TOWNSHIP	\$ 98.91
WEST MICHIGAN UNIFORM INC	\$ 90.00
KENT COUNTY DEPARTMENT OF PUBLIC WORKS	\$ 90.00
ALLENDALE PUBLIC SCHOOLS	\$ 89.40
PORT CITY CAB CO	\$ 83.00
TBD SOLUTIONS LLC	\$ 81.25
CRIMINAL DEFENSE ATTORNEYS OF MICHIGAN	\$ 80.00
OTTAWA COUNTY TREASURERS ASSOCIATION	\$ 80.00
GFL ENVIRONMENTAL SERVICES USA INC	\$ 79.17
POLKTON CHARTER TOWNSHIP	\$ 78.09
PURCHASE POWER	\$ 75.82
STEVEN LEO BARNES	\$ 75.00
MACATAWA AREA EXPRESS TRANSPORTATION AUTHORITY	\$ 72.85
PLANET FITNESS	\$ 69.93
NATIONAL ASSOCIATION FOR COURT MANAGEMENT	\$ 67.50
BARBARA LEE VANHORSSSEN	\$ 66.80
NICHOLAS E KNEBL	\$ 65.00
EARTEK SERVICES	\$ 65.00
CHESTER TOWNSHIP	\$ 64.90
TERRY L GOLDBERG	\$ 64.89
MACATAWA PLUMBING INC	\$ 64.00
EDWARD POST	\$ 60.00

<b>VENDOR</b>	<b>\$ AMOUNT</b>
AIRGAS USA LLC	\$ 56.72
BLENDON TOWNSHIP	\$ 55.89
OTTAWA COUNTY BAR ASSOCIATION	\$ 55.00
BROWN & BROWN OF MICHIGAN INC	\$ 55.00
WEST MICHIGAN PROCESS SERVICE	\$ 46.00
ROBERT VANDERZWAAG	\$ 45.36
ERIC JOHNSON	\$ 40.00
ELIZABETH EVE SCHULTZ	\$ 37.50
WRIGHT TOWNSHIP	\$ 35.80
OFFICE MACHINES COMPANY INC	\$ 32.32
AMERICAN GAS & OIL	\$ 32.00
ABSOPURE WATER COMPANY	\$ 31.50
MED-1 LEONARD LLC	\$ 30.00
THE UPS STORE #0925	\$ 29.75
OLIVE TOWNSHIP	\$ 21.67
STATE OF OREGON	\$ 12.50
UNITED PARCEL SERVICE INC	\$ 11.99
CARASOFT TECHNOLOGY CORPORATION	\$ 7.85
<b>Grand Total</b>	<b>\$ 19,109,990.54</b>

**\*\* Appendix A: JP Morgan Chase  
Purchasing Card: December 2023**

<b>VENDOR</b>	<b>\$ AMOUNT</b>
AMAZON	\$ 14,887.91
NATIONAL ASSOCIATION	\$ 5,825.00
WOODLAND COMMERCIAL	\$ 4,190.93
ODP BUSINESS Solutio	\$ 3,211.25
SOCIETY FOR HUMAN RE	\$ 2,717.00
CDW GOVERNMENT INC	\$ 2,635.79
DELL COMPUTER CORP	\$ 1,810.56
TECHSMITH CORPORATIO	\$ 1,702.74
WALMART STORES INC	\$ 1,502.55
TOMMY'S EXPRESS LLC	\$ 1,444.00
BEST BUY	\$ 1,319.45
GFS MKTPLC	\$ 1,200.17
AMERICAN SOCIETY OF	\$ 1,195.00
GRAINGER INC	\$ 983.91
AMERICAN AIRLINES	\$ 931.10
THE HOME DEPOT	\$ 902.04
GRAPHIX SIGNS & EMBR	\$ 896.58
STEWARDSHIP NETWORK	\$ 840.00
MEIJER	\$ 827.46
COMMUNITY ACTION	\$ 735.00
GODADDY.COM	\$ 699.96
TRIGO BREAD COMPANY	\$ 656.25
D BAKER & SON LUMBER	\$ 653.52
IKEA 304167713	\$ 648.96
BOB BARKER COMPANY	\$ 573.34
UNITED AIRLINES	\$ 570.40
LOWE'S HOME CENTERS	\$ 535.71
MICHIGAN STATE	\$ 520.37
KNOX ASSOCIATES INC	\$ 519.00
TELE-RAD INC	\$ 506.80
NATIONAL CENTER FOR	\$ 495.00
SURVEYMONKEY.COM	\$ 468.00
GEMMENS INC	\$ 458.41
SOUTHWEST AIRLINES	\$ 454.95
SECURITY 20/20 INC	\$ 448.00
GANNETT NEWSRPR CN	\$ 446.98
SQ	\$ 444.46
BAM ENTERTAINMENT CT	\$ 444.39
MUSKEGON COUNTY	\$ 435.00
MICHIGAN, STATE OF	\$ 420.17
INTUIT INC	\$ 414.66

VENDOR	\$ AMOUNT
VITALITY MEDICAL INC	\$ 405.09
DELTA	\$ 402.20
LIFELOC TECHNOLOGIES	\$ 370.00
FS *GRLEVELX	\$ 362.87
DOMINO'S 1253	\$ 351.60
LEXISNEXIS	\$ 350.00
SP DOT CARDS	\$ 337.50
ZEELAND HARDWARE ETC	\$ 333.88
LAKESHORE HUMAN RESO	\$ 325.00
PAYPAL	\$ 311.72
DE BRUYN SEED CO INC	\$ 310.39
AMERICAN CORRECTION	\$ 300.00
GREATLAND.COM	\$ 295.58
MENARD INC	\$ 281.89
ELECTION CENTER	\$ 275.00
FTP TODAY	\$ 275.00
NEWSPAPER SERVICES 2	\$ 260.00
HOBBY LOBBY STORES I	\$ 250.00
STAPLES INC	\$ 249.68
AUTOZONE	\$ 248.94
FISH WINDOW CLEANING	\$ 248.00
HAMPTON INN HOTELS	\$ 237.44
COUNTRY INN BY CARLS	\$ 233.44
MEDIC FIRST AID INTL	\$ 227.50
GOTPRINT.COM	\$ 210.85
SHERWIN-WILLIAMS CO	\$ 209.80
MICHIGAN ASSOCIATION	\$ 200.00
MICHIGAN EMERGENCY M	\$ 200.00
CORPSUMMITS	\$ 199.00
CHARTER COMMUNICATIO	\$ 195.26
SCRAPYARD CLIMBING C	\$ 190.00
HARBOR FREIGHT TOOLS	\$ 179.99
THE MANDT SYSTEM INC	\$ 177.00
J.P. COOKE COMPANY	\$ 162.90
ETSY.COM - FOXIBELLE	\$ 159.20
REGENTS OF THE UNIVE	\$ 158.50
JCPENNEY.COM	\$ 153.43
GREENMARK EQUIPMENT	\$ 152.82
EQUIPARTS CORPORATIO	\$ 150.07
GRAND VALLEY STATE	\$ 150.00
THINKIFIC.COM	\$ 149.00
NORTHLAND LANES	\$ 148.00
SOMERSET INN HOTEL	\$ 143.78
GRANDVILLE TRAILER	\$ 143.00
SUPERIOR SPORT STORE	\$ 140.00
CARLETON EQUIPMENT C	\$ 138.74

VENDOR	\$ AMOUNT
CHOW HOUND #9	\$ 135.62
COMFORT CONTROL SUPP	\$ 130.29
MICHIGAN GOVERNMENT	\$ 130.00
SON DANGER ASSESMEN	\$ 125.00
FAMILY FARM AND HOME	\$ 123.73
ADVANCE STORES COMPA	\$ 123.65
GRIFF'S GEORGETOWN	\$ 120.00
FOUNDATION BLDG 005	\$ 114.24
LAMB INDUSTRIAL SUPP	\$ 105.06
SAM'S TOWN HOTEL AND	\$ 101.25
TOUCH OF CLASS AUTO	\$ 100.80
MI ASSOC OF CHIEFS O	\$ 100.00
REALTOR ASSOCIATION/	\$ 99.00
TEDXMACATAWA 204	\$ 97.88
TEDXMACATAWA 205	\$ 97.88
INTEGRITY BUSINESS	\$ 93.08
NATIONAL ECO RESOURC	\$ 90.97
CHAMBER OF COMMERCE	\$ 90.00
TRACTOR SUPPLY	\$ 85.99
APPLIED INDUSTRIAL T	\$ 82.78
CERTIFIED MAIL ENVEL	\$ 82.30
TEDXMACATAWA 202	\$ 81.88
TEDXMACATAWA 201	\$ 81.88
TEDXMACATAWA 203	\$ 81.88
FAMILY FARE	\$ 77.92
MARATHON PETROLEUM C	\$ 77.60
THE WEBSTAURANT STOR	\$ 75.60
LAW ENFORCEMENT RECO	\$ 75.00
MONOPRICE INC	\$ 72.97
ADOBE SYSTEMS INC.	\$ 69.97
FRANKLIN PLANNER	\$ 67.24
BP INVESTORS LLC	\$ 64.50
LITTLE CAESARS 3704-	\$ 63.32
THE UPS STORE #4002	\$ 61.03
VISTAPRINT	\$ 60.99
LANSING COMMUNITY CO	\$ 60.00
FARM & FLEET HOLLAND	\$ 59.98
THE WEEK JUNIOR	\$ 59.95
GLOBAL INDUSTRIAL	\$ 54.74
EASYKEYSCOM INC	\$ 50.67
INTERNATIONAL LAW EN	\$ 50.00
SUPPLYHOUSE.COM	\$ 49.67
GENERAL TRENDS LLC	\$ 45.84
MICHIGAN WEST COAST	\$ 45.00
DISCOUNTCELL INC	\$ 44.96
GRAND HAVEN CITY OF	\$ 42.82



<b>VENDOR</b>	<b>\$ AMOUNT</b>
MANCINO'S OF GRAND H	\$ 41.99
HOLLAND BOARD OF PUB	\$ 40.80
KAAT'S WATER COND	\$ 39.20
MACATAWA AREA EXPRES	\$ 34.50
MPC INVESTMENT LLC	\$ 32.28
RYCENGA BUILDING	\$ 31.66
CLASH GRAPHICS	\$ 29.99
GENUINE PARTS COMPAN	\$ 29.99
RITE AID STORE 1472Q	\$ 28.98
RIVERS ACE - GH	\$ 26.97
MICHAELS	\$ 25.36
ATO SUSHI	\$ 25.14
BLUE SKYS APP	\$ 24.99
ALLENDAL TRUE VALU	\$ 24.11
HOLLAND COMMUNITY	\$ 20.00
MAILCHIMP	\$ 20.00
59TH DISTRICT COURT	\$ 18.80
WALGREENS #3349	\$ 18.75
GRAND RAPIDS CITY OF	\$ 18.00
TRAVRES*HOTEL RESERV	\$ 16.97
GRAND HAVEN CAR LOVE	\$ 16.00
ZOOM VIDEO COMMUNICA	\$ 15.99
TROPHY HOUSE/LINDBAC	\$ 15.00
PIRATE SHIP POSTAGE	\$ 14.50
FACEBOOK	\$ 12.65
ELLIS PARKING	\$ 12.00
CULVERS OF COLUMBUS	\$ 11.33
WEST MICHIGAN POSTAL	\$ 11.26
FASTENAL COMPANY	\$ 10.21
LIBIB.COM	\$ 9.00
NPDB NPDB-HIPDB.HRSA	\$ 7.50
AMAZON WEB SERVICES	\$ 1.00
MAGNUM ELECTRONICS I	\$ (16.19)
HOMWOOD SUITES	\$ (19.26)
58TH DISTRICT COURT	\$ (96.75)
HOLIDAY INNS	\$ (121.78)
<b>Grand Total</b>	<b>\$ 75,762.70</b>

# Action Request

Electronic Submission – Contract # 2207



**Committee: BOARD OF COMMISSIONERS**

**Meeting Date: 3/12/2024**

**Vendor/3<sup>rd</sup> Party: REPUBLIC SERVICES**

**Requesting Department: PUBLIC HEALTH**

**Submitted By: KRIS CONRAD**

**Agenda Item: REPUBLIC SERVICES CONTRACT**

## Suggested Motion:

To approve and forward to the Board of Commissioners a contract with Republic Services.

## Summary of Request:

To provide recycling and waste services to the four Environmental Sustainability Centers. This a 1-year agreement with optional renewals for 5 years.

It will be for a total of \$45,000 each FY to match what we budget.

## Financial Information:

Total Cost: \$45,000.00

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

## Administration:

Recommended by County Administrator:

2/22/2024 3:38:38 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 3/5/2024



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**OTTAWA COUNTY**  
**CONTRACT FOR WASTE HAULING SERVICES FOR ENVIRONMENTAL HEALTH**

This CONTRACT is made and hereby effective on the 1 day of March, 2024 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 Republic Services (hereinafter, "Contractor"), with a principal place of business at 2471 Wilshire Drive, Jenison, MI 49428.

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. The pricing will not be adjusted until the optional first renewal date of July 1, 2026. Pricing adjustments are to be made no later than 60 days prior to the end of the contract period. Pricing adjustments will be no greater than 5% increases. Adjustments can only be made on renewal dates and WILL NOT be made in-between a contract term. Price Adjustments will be reflected in an endorsed amendment to the contract. Ottawa County is tax exempt. Michigan Sales and Use Tax Certificate of Exemption is available upon request.
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.

This contract constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter herein.

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 be from the contract being signed until June 30, 2026. There will also be up-to five (5) optional one-year renewals, if in the interests of both parties.

This Contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party.

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

Attn: Amy Korf TenBarge

Email: AKorf@republicservices.com

If to Ottawa County:

Attn: Kimberly Wolters

Ottawa County Environmental Health

12251 James Street

Holland, MI 49424

Email: kwolters@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.

Contract for Waste Hauling Services for Environmental Health

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

**REPUBLIC SERVICES**

By: Amy Korf TenBarge  
Amy Korf TenBarge  
Account Manager

2/2/24  
Date

## Scope of Work

Ottawa County (County) enters a new contract with Republic Services (Contractor) to continue the Waste Hauling services currently provided by the Contractor. The Contractor is responsible for providing these services to the County at an on-call basis.

### Services Included:

- Trash pick-up at each of the locations mentioned below. The trash receptacles are 8 yd dumpsters. This service is provided on an as-needed basis and the request will be made by Ottawa County.
- Recycling pick-up at each of the locations mentioned below. The recycling receptacles are 30 yd units. This service is provided on an as-needed basis and the request will be made by Ottawa County.

### Locations:

- Coopersville Site – 15600 68<sup>th</sup> Ave. Coopersville, MI 49404
- Grand Haven Site – 16850 Comstock Grand Haven, MI 49417
- Georgetown Site – 6693 Roger Dr. Jenison, MI 49428
- Holland Site – 14053 Quincy St. Holland, MI 49424

### Pricing:

There are three services that will be charged to the County. The fees can be found on the table provided on the next page.

- Haul Fee – this is the base fee for the contractor to send a truck out to the designated location for a recycling pick-up. This fee only applies to a recycling pick-up.
- Trash Pick-Up Fee – This is the fee to empty the trash dumpster at each location. This fee is on a per lift basis.
- Recycle Pick-Up Fee – This is the fee to empty the Recycle receptacle unit. This fee is on a per ton basis.

The pricing will not be adjusted until the optional first renewal date of July 1, 2026. Pricing adjustments are to be made no later than 60 days prior to the end of the contract period. Pricing adjustments will be no greater than 5% increases. Adjustments can only be made on renewal dates and WILL NOT be made in-between a contract term. Price Adjustments will be reflected in an endorsed amendment to the contract. Ottawa County is tax exempt. Michigan Sales and Use Tax Certificate of Exemption is available upon request.

# EXHIBIT A

<u>Site Name</u>	<u>Address</u>	<u>Account Number</u>	<u>Type</u>	<u>Qty</u>	<u>Size</u>	<u>Schedule</u>	<u>Rate (per lift or per ton)</u>	<u>Haul Fee</u>
Coopersville Site	15600 68th Ave. Coopersville, MI 49404	240-208760	Trash	1	8 Yd	On -Call	\$28.08/lift	N/A
Coopersville Site	15600 68th Ave. Coopersville, MI 49404	240-208760	Recycling	1	30 Yd	On -Call	\$83.20/ton	\$187.20
Grand Haven Site	16850 Comstock Dr. Grand Haven, MI 49417	240-214059	Trash	1	8 Yd	On -Call	\$31.20/lift	N/A
Grand Haven Site	16850 Comstock Dr. Grand Haven, MI 49417	240-214059	Recycling	1	30 Yd	On -Call	\$83.20/ton	\$228.80
Georgetown Site	6693 Roger Dr. Jenison, MI 49428	240-214062	Trash	1	8 YD	On -Call	\$26.00/lift	N/A
Georgetown Site	6693 Roger Dr. Jenison, MI 49428	240-214062	Recycling	1	30 Yd	On -Call	\$83.20/ton	\$176.80
Holland Site	14053 Quincy St. Holland, MI 49424	240-256519	Trash	1	8 Yd	On -Call	\$31.20/lift	N/A
Holland Site	14053 Quincy St. Holland, MI 49424	240-256519	Recycling	1	30 Yd	On -Call	\$83.20/ton	\$187.20



## **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:

### 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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### 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

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.

**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](mailto:purchasing@miottawa.org), Fax Number 616-738-4897**



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
06/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 NORTH SCOTTSDALE ROAD SCOTTSDALE, AZ 85255	<b>CONTACT NAME:</b>  <b>PHONE (A/C No.Ext):</b> <b>FAX (A/C No.Ext):</b> <b>E-MAIL ADDRESS:</b> certificateteam@ccmsi.com																					
<b>INSURED</b> REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>ACE American Insurance Co.</td><td>22667</td></tr><tr><td>INSURER B:</td><td>Indemnity Insurance Co. of North America</td><td>43575</td></tr><tr><td>INSURER C:</td><td>Illinois Union Insurance Company</td><td>27960</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	ACE American Insurance Co.	22667	INSURER B:	Indemnity Insurance Co. of North America	43575	INSURER C:	Illinois Union Insurance Company	27960	INSURER D:			INSURER E:			INSURER F:		
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**COVERAGES****CERTIFICATE NUMBER: 2320505****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G47334433	06/30/2023	06/30/2024	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 5,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td></td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 5,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 30,000,000</td></tr><tr><td>PRODUCTS -COMP/OP AGG</td><td>\$ 20,000,000</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000	MED EXP (Any one person)		PERSONAL & ADV INJURY	\$ 5,000,000	GENERAL AGGREGATE	\$ 30,000,000	PRODUCTS -COMP/OP AGG	\$ 20,000,000
EACH OCCURRENCE	\$ 5,000,000																		
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MED EXP (Any one person)																			
PERSONAL & ADV INJURY	\$ 5,000,000																		
GENERAL AGGREGATE	\$ 30,000,000																		
PRODUCTS -COMP/OP AGG	\$ 20,000,000																		
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ISA H10735786	06/30/2023	06/30/2024	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 10,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 10,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE LIMIT (Ea accident)	\$ 10,000,000																		
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N N/A ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C50710397 - AOS WLR C50710324 - OR SCF C5071049A - WI WCU C50710555 - OH XS TNS C66934172 - TX NS/XS	06/30/2023 06/30/2023 06/30/2023 06/30/2023	06/30/2024 06/30/2024 06/30/2024 06/30/2024	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 3,000,000</td></tr><tr><td>E.L. DISEASE -EA EMPLOYEE</td><td>\$ 3,000,000</td></tr><tr><td>E.L. DISEASE -POLICY LIMIT</td><td>\$ 3,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 3,000,000	E.L. DISEASE -EA EMPLOYEE	\$ 3,000,000	E.L. DISEASE -POLICY LIMIT	\$ 3,000,000				
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E.L. DISEASE -EA EMPLOYEE	\$ 3,000,000																		
E.L. DISEASE -POLICY LIMIT	\$ 3,000,000																		

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Division Number: 4489 - Named Insured Includes: Allied Waste Systems, Inc. - Db: Allied Waste Services of Muskegon - Republic Services of Muskegon

**CERTIFICATE HOLDER**OTTAWA COUNTY HEALTH DEPARTMENT  
12251 JAMES STREET  
HOLLAND, MI 49424  
United States**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**CERTIFICATE NUMBER: 2320505**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C50710397 and stop gap coverage for OH is covered under policy no. WCU C50710555, as noted on page 1 of this certificate.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers' Compensation Insurance in Texas. The excess policy (TNS C66934172) shown on this certificate provides excess indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 03/12/2024

**Requesting Department:** Fiscal Services Department

**Submitted By:** Karen Karasinski

**Agenda Item:** Resolution to Authorize "Qualifying Statements" for Bonding Purposes

## Suggested Motion:

To approve the Resolution to authorize certification of a "Qualifying Statement" for bonding purposes.

## Summary of Request:

Pursuant to the requirements of the Uniform Budgeting and Accounting Act, the Chief Financial Officer of the County must certify and file a "qualifying statement" with the Michigan Department of Treasury. This qualifies the County to issue securities.

## Financial Information:

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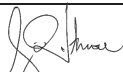
If not included in budget, recommended funding source:

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

**Action is Related to Strategic Plan:**

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

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

**Administration:**  ☒ Recommended ☐ Not Recommended ☐ Without Recommendation  
**County Administrator:**

**Committee/Governing/Advisory Board Approval Date:**

**COUNTY OF OTTAWA**

**STATE OF MICHIGAN**

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 \_\_ day of \_\_\_\_\_, 2024 at \_\_\_\_\_ o'clock p.m. local time.

PRESENT: Commissioners: \_\_\_\_\_

\_\_\_\_\_

ABSENT: Commissioners: \_\_\_\_\_

\_\_\_\_\_

It was moved by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_ that the following Resolution be adopted:

WHEREAS, the Ottawa County Board of Commissioners is required, by the Revised Municipal Finance Act, Act 34 of the Public Acts of 2001, as amended, MCL 141.2101 et seq., to authorize the Director of Fiscal Services, as Chief Financial Officer of Ottawa County pursuant to the requirements of the Uniform Budgeting and Accounting Act, Act 2 of the Public Acts of 1968, as amended, MCL 141.421 et seq., to certify and file a “qualifying statement” with the Michigan Department of Treasury, as provided for in Section 303 of Act 34, MCL 141.2303, so that Ottawa County will be qualified to issue securities;

NOW THEREFORE BE IT RESOLVED, that Karen Karasinski, Director of Fiscal Services, Michigan, as Chief Financial Officer of Ottawa County under the provisions of the Uniform Budgeting and Accounting Act, Act 2 of the Public Acts of 1968, as amended, MCL

141.421 et seq., is hereby authorized to certify and file a “qualifying statement” with the Michigan Department of Treasury so that Ottawa County may issue securities under the laws of the State of Michigan and Act 34 of the Public Acts of 2001, as amended, MCL 141.2101 et seq.; and,

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with this Resolution are hereby repealed.

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:** 03/12/2024

**Requesting Department:** Administrator's Office

**Submitted By:** Marcie Ver Beek

**Agenda Item:** Veterans Affairs Department Personnel Request

## Suggested Motion:

To approve a proposal to add one, 1.0 FTE full-time, benefited Administrative Assistant position at universal paygrade 7 for a total cost of \$97,211.

## Summary of Request:

As we continue to build out a new Veterans Affairs department, we must continue to provide service to our Veterans and their Families. We cannot allow a break in service to this very important community. This position will provide much-needed coverage for both the Veterans and the department while simultaneously growing to meet today's and future Department growth. This role will be vital in handling daily operations and will also help to streamline much-needed processes.

## Financial Information:

Total Cost: \$97,211.00	General Fund Cost: \$97,211.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

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

**Action is Related to Strategic Plan:**

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

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



**Administration:** ☒ Recommended ☐ Not Recommended ☐ Without Recommendation  
County Administrator:

Committee/Governing/Advisory Board Approval Date:

2024 Estimated Costs per Deductions  
Employee Costs

VA Administrative Assistant  
Unclassified-Paygrade 7

FTE	Wages	Benefits	TOTAL COST
1.0000	55,007.42	42,203.84	97,211.26





# Administrative Assistant (Veterans Affairs)

Class Code:

OTTAWA COUNTY

Bargaining Unit: Unclassified

## SALARY RANGE

\$24.04 - \$31.25 Hourly  
\$50,000.50 - \$64,991.68 Annually

## JOB DESCRIPTION:

Under the direction of the Director of Veterans Affairs, performs highly responsible clerical, technical, and sub-administrative work for the Department of Veterans Affairs. Responsible for complex administrative functions requiring detailed knowledge of specialized departmental operations, rules, and technical and administrative procedures. Reviews and analyzes budget performance reports, drafts the budget for designated funds/activities, creates and maintains specialized databases, coordinates department purchasing activities, and coordinates a variety of specialized functions, special projects, and events.

## ESSENTIAL JOB FUNCTIONS:

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

1. Performs paraprofessional, administrative support to the Director of Veterans Affairs and other professional personnel as assigned.
2. May be responsible for the accounts receivable and accounts payable functions of a department, ordering equipment and materials, tracking requests, and ensuring appropriate documentation.
3. May be responsible for reviewing department budget performance reports for emerging revenue shortfalls and/or expenditure overages, identifying potential issues, and drafting the department budget.
4. May devise and develop office forms and procedures. Creates and maintains databases and produces a variety of reports related to departmental activities. Creates, formats, and edits documents.
5. Assembles materials and prepares reports of departmental service activities, fiscal status reports, budgets, and other data.
6. May take and transcribe minutes at various meetings. Prepares agenda for various meetings and works with department staff to collect materials and assemble and

- distribute meeting packets.
7. Help Veterans and family members navigate County, State, and Federal resources. Provide scheduling assistance to Veterans by phone, email, chat, or in person.
  8. Provides administrative support to the Veteran Affairs Committee, including but not limited to processing per diem, mileage, organizing special meetings, maintaining the Committee calendar, preparing the Committee agenda, and related functions.
  9. Perform other functions as assigned.

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

Associate degree in business administration, accounting, or related area preferred, combined with four (4) years of progressively responsible office management, accounting, secretarial, or related administrative experience, or an equivalent combination of education and experience. Service in the Armed Forces, with a discharge under honorable conditions, preferred. Spouse or family member of an Armed Forces Service member preferred.

## **ADDITIONAL REQUIREMENTS AND INFORMATION:**

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

1. Thorough working knowledge of office protocols and procedures.
2. Thorough working knowledge of County policies and procedures.
3. Thorough working knowledge of County legislative processes.
4. Excellent customer service skills.
5. Computer literacy, including thorough working knowledge of word processing, spreadsheet, and database management applications software.
6. Excellent oral and written communication skills.
7. Excellent interpersonal and human relations skills.
8. Ability to interact positively and objectively with elected officials, department directors, managers, contractors and consultants, employees, parties with interests in matters involving the County, and members of the public from a wide range of cultural and socio-economic backgrounds and with varying levels of educational attainment and communications skills.

### **Physical REQUIREMENTS:**

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

### **WORKING CONDITIONS:**

Work is performed in a normal office environment.

# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 03/12/2024

**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:**

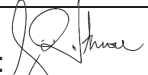
**Goal:** Goal 1: To Maintain and Improve the Strong Financial Position of the County.

## 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:

Fund	Department	Explanation	Revenue	Expense
04-1678	Public Defender	Public Defender		
		To recognize revenue and appropriate expenses to match the award amount of the Michigan Indigent Defense grant. Total Grant: \$4,211,278 Grant Period: FY24	\$ 4,940	\$ 4,940
05-442	Governmental Grants	CAA - Local Water Utility Affordability		
		To recognize revenue and appropriate expenses for the new Local Water Utility Affordability Grant. This grant will support the improvement of in-home plumbing and assist residents who face water shut-offs. Total Grant: \$50,000 estimated award Grant Period: FY24	\$ 50,000	\$ 50,000
05-787	Governmental Grants	CAA - Low Income Home Energy Assistance Program		
		To recognize revenue and appropriate expenses for the updated award amount for the Low Income Home Energy Assistance Program. This grant provides weatherization assistance to residents. Total Grant: \$241,400 Grant Period: FY24	\$ 111,015	\$ 111,015
05-1019	Health Fund	Public Health		
		To recognize revenue and appropriate expenses to match the award amount of the Marihuana Operation and Oversight Grant. This grant provides education and outreach in partnerships with the schools and parents as allowed under the Michigan Medical Marihuana Act. Total Grant: \$39,934 Grant Period: FY24	\$ 1,297	\$ 1,297
05-1043	ARPA Fund	Non-Departmental		
		At the end of FY23, there was a budget remaining for the ARPA funded Outdoor Discovery Center (ODC) project. The ODC is utilizing these funds to building new child care centers. This BA is to roll the remaining budget into FY24.	\$ 3,750,000	\$ 3,750,000
05-1056	Health Fund	Public Health		
		To reallocate and rebalance indirect costs to all Public Health program.		\$ (58,478)
05-1171	General Fund	Water Resources		
		To recognize revenue and appropriate expense from contributions for the Water Quality Forum.	\$ 4,000	\$ 4,000
05-1354	General Fund	Circuit Court Clerk/ROD		
		Correction of previously approved budget adjustment 01-833. Approved 4D budget was moved from incorrect Org.		\$ (74,667)
				\$ 74,667

	Fund	Department	Explanation	Revenue	Expense
05-1373	Parks CIP	SOGL Fisheries Habitat Grant	To recognize revenue and appropriate expense to match the award of the SOGL Fisheries Habitat Grant approved by the board B/C 23-150.C Total Grant: \$142,800 Grant Period: FY24	\$ 92,800	\$ 92,800
06-02	General Fund	Corporation Counsel Contingency	To appropriate expense for the retention of services from Guinan Bisonet, PLLC.		\$ 8,000 \$ (8,000)

	Fund	Department	Explanation	Revenue	Expense
6-10	General Fund	Board of Commissioners	Budget amendment to adjust for approved personnel contract changes		\$ 431
		Administrator	beginning Calendar Year 2024 . This included the MERS contribution rate		\$ (25,579)
		Fiscal Services	moving from 6% to 8%. Employees previously matching less than 6%		\$ 13,673
		Clerk/ROD	were moved up which contributed to an increase in employer matching.		\$ (46,624)
		IT	Also, expenses were budgeted for the increase in pay due to the Step 8		\$ (3,987)
		Treasurer	adjustment to certain pay grades.		\$ (20,273)
		Equalization			\$ (1,246)
		Facilities	Additionally, this adjustment contains changes for the difference		\$ (3,323)
		Corporate Counsel	between original budget and actual expenses incurred for the new		\$ (2,710)
		Human Resources	health insurance plans and unemployment.		\$ (20,186)
		Circuit Court			\$ (43,683)
		District Court			\$ (70,203)
		Probate Court			\$ 2,040
		Prosecutor			\$ 17,802
		Sheriff			\$ (314,097)
		Water Resources			\$ (44,643)
		Public Health			\$ (8,751)
		Strategic Impact			\$ (3,474)
		MSU Extension			\$ (82)
		Veterans Affairs			\$ (576)
		Contingency			\$ 6,956
	Parks & Recreation	Parks Department			\$ (33,627)
	Friend of the Court	Clerk/ROD			\$ (24,867)
		Circuit Court		\$ (66,972)	\$ (40,234)
		Sheriff			\$ (1,871)
	Governmental Grants	District Court		\$ 6,956	\$ 6,956
	Public Health	Health Department			\$ (259,433)
	Landfill Tipping	Health Department			\$ 13,279
	ROD Automation	Clerk/ROD			\$ (114)
	Early Voting	Clerk/ROD			\$ (2,989)
	Concealed Pistol License Fund	County Clerk/ROD			\$ 64
	Sheriff Contracts	Sheriff			\$ (80,082)
	Child Care Fund	Circuit Court		\$ (2,425)	\$ (2,425)



# Action Request

Electronic Submission – Contract # 2225



**Committee: BOARD OF COMMISSIONERS**

**Meeting Date: 3/12/2024**

**Vendor/3<sup>rd</sup> Party: EGLE MI DEPT OF ENVIRONMENT, GREAT LAKES AND ENERGY**

**Requesting Department: PUBLIC HEALTH**

**Submitted By: KRIS CONRAD**

**Agenda Item: BEACHES MONITORING GRANT**

## Suggested Motion:

To approve a contract with The Michigan Dept of Environment, Great Lakes and Energy (EGLE) for beach water monitoring.

## Summary of Request:

To secure grant funding from EGLE for our beach monitoring program. Signing will ensure County is reimbursed for Beach monitoring and sampling expenses (mileage, supplies, staff time of an intern and will collect, run and read results to post to the county website for public knowledge).

## Financial Information:

Total Cost: \$12,000.00

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: 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:

3/6/2024 10:48:04 AM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 3/5/2024



**GREAT LAKES BEACHES MONITORING GRANT AGREEMENT**  
**BETWEEN THE**  
**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY**  
**AND THE**  
**OTTAWA COUNTY HEALTH DEPARTMENT**

This Grant Agreement (Agreement) is made between the Michigan Department of Environment, Great Lakes, and Energy, Water Resources Division (State), and the Ottawa County Health Department (Grantee).

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to the federal Beaches Environmental Assessment and Coastal Health Act of 2000. Legislative appropriation of funds for grant assistance is set forth in Public Act 119 of 2023 (State of Michigan's appropriations). This Agreement is subject to the terms and conditions specified herein.

Project Name: Ottawa County Lake Michigan  
Beaches

Amount of Grant: \$12,000

Amount of Match: \$0 = 0%

Start Date: April 1, 2024

Project #: 2024-7213

% of Grant State 0 / % of Grant Federal 100

PROJECT TOTAL: \$12,000 (grant plus match)

End Date: December 31, 2024

**GRANTEE CONTACT:**

Drew Shaw, Env Health Supervisor

Name and Title

Ottawa County Health Department

Organization

12251 James Street, Suite 200

Address

Holland, Michigan 49424

City, State and Zip Code

616-393-5635 or 616-638-7488

Telephone Number

DShaw@MiOttawa.org

Email Address

CV0048100 045

SIGMA VSS Vendor Code Address ID

38-6004883

Federal ID Number

EZE8NUD6HSQ7

UEI Number

**STATE CONTACT:**

Shannon Briggs, Toxicologist

Name and Title

Water Resources Division

Division

P.O. Box 30458

Address

Lansing, Michigan 48909-7958

City, State and Zip Code

517-290-8249

Telephone Number

BriggsS4@Michigan.gov

Email Address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Adeline Hambley

Signature

2/19/24

Date

Adeline Hambley, MBA, REHS, Administrative Health Officer  
Name and Title

FOR THE STATE:

Phil Argiuff

Signature

2/20/2024

Date

Phil Argiuff, Acting Director, Water Resources Division  
Name and Title

**SIGNATURE PAGE:**

**COUNTY OF OTTAWA**

By: \_\_\_\_\_  
Joe Moss, Chairperson  
Board of Commissioners

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Justin F. Roebuck, County Clerk/Register

\_\_\_\_\_  
Date

## **I. PROJECT SCOPE**

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

## **II. AGREEMENT PERIOD**

Upon signature by the State, this Agreement shall be effective from the start date until the end date on page 1 of this Agreement. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the start date and the end date. Expenditures made by the Grantee prior to the start date or after the end date are not eligible for payment under this Agreement.

## **III. CHANGES**

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to this Agreement or to the appendices. No changes can be implemented without approval by the State.

## **IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

<b>Reporting Period</b>	<b>Due Date</b>
April 1 – June 30	July 31
July 1 – September 30	Before October 10*
October 1 – December 31	January 31
January 1 – March 31	April 30

\*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. The Grantee must submit a report or an estimate of expenditures before October 10 for the quarter ending September 30 to allow the State to complete its accounting for that fiscal year.

The forms provided to the Grantee by the State shall be submitted to the State Contact at the address on page 1 of this Agreement. All required supporting documentation (invoices, payroll journals, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the end date of this Agreement.

(C) The Grantee must provide copies of all products and deliverables in accordance with Appendix A.

(D) If twenty percent (20%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

## **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Agreement is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this Agreement.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under this Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of this Agreement.

## **VI. USE OF MATERIAL**

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 Agreement 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.

## **VII. 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.



## **VIII. 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 regarding contractual matters, including payment of any and all charges resulting from the anticipated Agreement. 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.

## **IX. NONDISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*; and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

## **X. UNFAIR LABOR PRACTICES**

The Grantee shall not hire, contract, or subcontract with any contractor, subcontractor, manufacturer, or supplier in relation to this Agreement that appear in the register of persons engaging in unfair labor practices compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

## **XI. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement if the liability is caused by the Grantee or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

## **XII. CONFLICT OF INTEREST**

No government employee; member of the legislative, judicial, or executive branches of government; or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

## **XIII. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with federal funds, then in accordance with Title 2 of the Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as

appropriate, the Grantee shall comply with Title 18 of the United States Code (U.S.C.), Section 1913, Lobbying with Appropriated Moneys, commonly known as 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, the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the Lobbyists, Lobbying Agents, and Lobbying Activities Act, 1978 PA 472, as amended; specifically, MCL 4.415(2), which states "Lobbying" means communicating directly with an official in 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.

#### **XIV. DEBARMENT AND SUSPENSION**

By signing this Agreement, the Grantee certifies that it has checked the federal debarment and suspension list at [SAM.gov](http://SAM.gov) to verify that its agents and subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency or the State.
- (2) Have not within a three (3)-year period preceding this Agreement 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, as defined in 45 CFR, Part 1185, Governmentwide Debarment and Suspension (Nonprocurement); 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 or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses indicated in subsection (2).
- (4) Have not within a three (3)-year period preceding this Agreement had one or more public (federal, state, or local) transaction terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

#### **XV. AUDIT AND ACCESS TO RECORDS**

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must



be maintained for a minimum of five (5) years after the final payment has been issued to the Grantee by the State.

## **XVI. INSURANCE**

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

## **XVII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

## **XVIII. COMPENSATION**

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the start date or after the end date of this Agreement are not allowed under this Agreement unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT on the SIGMA Vendor Self Service Web site at [SIGMA.Michigan.gov/WebApp/PRDVSS2X1/AltSelfService](https://SIGMA.Michigan.gov/WebApp/PRDVSS2X1/AltSelfService).

(F) An amount equal to ten percent (10%) of the grant award, \$1,200, will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A of this Agreement.

(G) The Grantee is committed to the match percentage on page 1 of this Agreement in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the end date on page 1 of this Agreement.

## **XIX. 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.

## **XX. CANCELLATION**

This Agreement may be canceled by the State upon 30 days' written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the Grantee for any further charges to this Agreement.

## **XXI. TERMINATION**

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days' written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of this Agreement, with the requirements of the authorizing legislation cited on page 1 of this Agreement and the rules promulgated thereunder, or other applicable laws or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee or any of the Grantee's agents or representatives offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a. through d., above, and the Grantee will immediately cease charging to this Agreement and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract.
- b. 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, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.

- c. Convicted under state or federal antitrust statutes.
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state suspension and debarment list.

(B) If this Agreement is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

## **XXII. IRAN ECONOMIC 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 the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.312.

## **PROGRAM-SPECIFIC SECTION**

### **XXIII. DISCLOSURE OF INFORMATION**

All reports and other printed or electronic material prepared by or for the Grantee under this Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a court order, subpoena, or Freedom of Information Act, 1976 PA 442, as amended, request.

### **XXIV. ADVANCES**

Upon written request by the Grantee, the State will make an advance payment for the purchase of conservation easements. An advance payment does not require a financial status report form but does require a letter requesting the specific dollar amount of the payment as stated in this Agreement.

### **XXV. QUALITY ASSURANCE/QUALITY CONTROL**

A project-specific Quality Assurance Project Plan must be submitted to the State in accordance with guidance provided by the State Contact indicated on page 1 of this Agreement. Monitoring conducted prior to final State approval of the Quality Assurance Project Plan will not be reimbursed.

### **XXVI. PREVAILING WAGE**

This project is subject to the Davis-Bacon Act of 1931, as amended, 40 U.S.C., Section 3141 *et seq.*, Wage Rate Requirements, 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, or repair (including painting and decorating) of public buildings or works.

### **XXVII. PREVENTING THE SPREAD OF INVASIVE SPECIES**

The Grantee, their contractors, and volunteers will take steps to minimize the risk of spreading terrestrial and aquatic invasive species during this project and will take measures to prevent spread, where feasible. Selection of project-appropriate measures should be dependent on the type of work being conducted and the specific situation. Examples of such measures may include:



- Avoiding infested areas when possible.
- Conducting field work in upstream areas before downstream areas to decrease the likelihood of carrying species further up into the watershed or visiting highest quality/least invaded sites before invaded sites during a trip.
- Performing basic decontamination steps such as:
  - Visually inspecting and removing any plants or mud from footwear (boots, hip boots, and waders).
  - Visually inspecting, removing, and properly disposing of any plants and mud from field equipment (nets, shovels, rakes, etc.) and vehicles (cars, boats, ATVs, etc.).
  - Draining all water from boats (motor, live well, bilge, and transom well) and equipment prior to leaving the site and before entering a new waterbody.
  - Thoroughly drying boats and equipment (5-7 days, if possible) between sites.
  - Disinfecting boats and equipment between sites (e.g., diluted bleach solution or heated pressure washer). Disinfection should be conducted away from surface waters, where the disinfecting solution will not enter any storm sewers and/or surface waters.
    - Typical diluted bleach solution treatment is one-half cup (4 fluid ounces) bleach to 5 gallons of water applied by spraying or sponge so surface is thoroughly exposed to bleach solution for 10 minutes.
    - Typical heated pressure wash is 140° water temperature sprayed for 5-10 seconds.
  - Thoroughly washing vehicles and boats between sites (e.g., drive-through car wash).
- Using only native plants and seed for restorations and best management practices.

If invasive aquatic or terrestrial plants are collected from a site, the Grantee will take steps to minimize the spread of these species. Dispose of invasive plant material by bagging and transporting to a landfill, composting, or burning, as appropriate and in compliance with local and state laws.

The State is asking all grantees to be on the lookout for invasive species that have limited distribution or are not yet known to be established in Michigan. A "Watch List" of Michigan's high priority aquatic invasive species, along with how to report sightings, can be found at [Michigan.gov/AquaticInvasives](http://Michigan.gov/AquaticInvasives).

## **FEDERALLY-FUNDED PROGRAM-SPECIFIC SECTION**

### **XXVIII. FEDERAL FUNDING REQUIREMENTS**

A maximum of \$12,000 or 100 % of total disbursements is funded with federal funding. The Catalog of Federal Domestic Assistance (CFDA) title is Great Lakes Beach Monitoring and the CFDA number is 66.472. The federal grant number is CU00E99314. This Agreement is either partially funded with federal funds from the United States Environmental Protection Agency (USEPA) or used to match a federally funded grant. The Grantee agrees to fulfill conditions that the federal government has imposed on the State as a condition of federal funding as indicated herein and in all appendices. By accepting this Agreement, the Grantee shall comply with all applicable federal statutes and



regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to, the following:

(A) Single Audit. Grantees spending \$750,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section 200.501. This audit must be performed and submitted to the Federal Audit Clearinghouse at [Harvester.Census.gov/FACWeb/](https://www.harvester.census.gov/FACWeb/) within nine (9) months from the end of the Grantee's fiscal year or 30 days after receiving the report from the auditors. It is the responsibility of the Grantee to report the expenditures related to this Agreement on the Grantee's annual Schedule of Expenditures of Federal Awards. If required, please fill out the attached Certification of Federal Audit Requirements form and return it with this signed Agreement.

(B) The Grantee will comply with the Hatch Political Activity Act of 1939, as amended, 5 U.S.C., Sections 7321-7326; and the Intergovernmental Personnel Act of 1970, as amended, 42 U.S.C., Section 4728, Transfer of Functions, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

(C) Payment to Consultants. USEPA participation in the salary rate (excluding overhead) paid to individual consultants by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2024, the limit is \$735.60 per day and \$91.95 per hour. This rate does not include transportation and subsistence costs for travel performed; the recipient will pay these in accordance with their normal travel reimbursement practices.

Subrecipients with firms for services that are awarded using the procurement requirements in 2 CFR, Part 200, Subpart D, are not affected by this limitation unless the terms of this Agreement provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under this Agreement at an hourly or daily rate of compensation (see 2 CFR, Part 1500, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Section 1500.9).

(D) Utilization of Small, Minority, and Women's Business Enterprises.

(1) General Compliance, 40 CFR, Part 33, Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs, Subpart E. The recipient agrees to comply with the requirements of the USEPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33, except as described below based upon the associated class deviation.

(2) USEPA Minority Business Enterprises (MBE)/Women's Business Enterprises (WBE) Certification, 40 CFR, Part 33, Subpart B. A class exception to the following provisions of Subpart B has been issued suspending the USEPA MBE/WBE certification program.

- (3) Providing that an entity may apply to the USEPA's MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in 40 CFR, Part 33, Sections 33.204 through and including 33.211. The class exception was authorized pursuant to the authority in 2 CFR, Part 1500, Section 1500.3(b).
- (4) Good Faith Efforts. Pursuant to 40 CFR, Part 33, Subpart C, the recipient agrees to make the following six (6) good faith efforts whenever procuring construction, equipment, services, and supplies under a USEPA financial assistance agreement, and to require that subrecipients, loan recipients, and prime contractors also comply. Records documenting compliance with the good faith efforts shall be retained.
- a. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For tribal, state, and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
  - b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
  - c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For tribal, state, and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
  - d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
  - e. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce.
  - f. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs a. through e., above.
- (5) Contract Administration Provisions. The recipient agrees to comply with the contract administration provisions of 40 CFR, Part 33, Sections 33.302(a)-(d) and (i).
- (6) Bidders List, 40 CFR, Part 33, Sections 33.501(b) and (c). Recipients of a Continuing Environmental Program Grant or other annual reporting grant agree to create and maintain a bidders list. Recipients of a USEPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Part 33, Sections 33.501(b) and (c) for specific requirements and exemptions.
- (7) Fair Share Objectives. A class exception to 40 CFR, Part 33, Subpart D, has been authorized pursuant to the authority in 2 CFR, Part 1500, Section 1500.3(b).



Notwithstanding Subpart D, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

- (8) MBE/WBE Reporting - Specific Changes Pursuant to Class Deviation, 40 CFR, Part 33, Subpart E. When required, the recipient agrees to complete and submit an "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report using USEPA Form 5700-52A on an annual basis. The current USEPA Form 5700-52A can be found at [EPA.gov/Grants/EPA-Grantee-Forms](http://EPA.gov/Grants/EPA-Grantee-Forms). Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services, and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceeds the threshold amount of \$250,000, including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just the portion that exceeds \$250,000. Annual reports are due by October 30 of each year. Final reports are due by October 30 of each year or 90 days after the end of the project period, whichever comes first. This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

## **XXIX. BEACH MONITORING PROGRAM REQUIREMENTS**

The Grantee agrees to perform the following services for beaches that are used by the public for recreational use:

- (A) Obtain user ID and password from the Beach Monitoring Program manager. Identify and update organization information on the State's beach monitoring Web site at [EGLE.state.mi.us/beach/](http://EGLE.state.mi.us/beach/).
- (B) Identify beaches or similar points of access that are used by the public for recreation. Report location information on the State's beach monitoring Web site. Information needed includes location name; location description; water body name; water body type; site type; if located in a state park, coordinates for latitude and longitude in decimal degrees for the endpoints and center point of each location; an 8-digit hydrological unit code; beach length in meters; the county and township location; facilities available; and optional description of amenities.
- (C) Notify the city, village, or township in which the beach or point of access is located prior to conducting monitoring activities.
- (D) Update the Quality Assurance Project Plan (QAPP) for the Beach Monitoring Program prior to monitoring beaches. The QAPP must be consistent with requirements in the Public Health Code; Part 4, Water Quality Standards (Part 4 Rules), promulgated under Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; and the Beaches Environmental Assessment and Coastal Health Act (BEACH Act) and must be approved by the State prior to initiation of monitoring. QAPPs that have been approved and have current approval letters from the State will satisfy this requirement.
- (E) Monitor beaches according to approved QAPP.
- (F) Beaches analyzed with culture-based methods will be monitored according to R 323.1062 (Rule 62) of the Part 4 Rules.

Subrule 62(1) of the Part 4 Rules states:

"All waters of the state protected for total body contact recreation shall not contain more than 130 *Escherichia coli* (*E. coli*) per 100 milliliters (ml), as a 30-day geometric mean. Compliance shall be based on the geometric mean of all individual samples taken during 5 or more sampling events representatively spread over a 30-day period. Each sampling event shall consist of three or more samples taken at representative locations within a defined sampling area. At no time shall the waters of the state protected for total body contact recreation contain more than a maximum of 300 *E. coli* per 100 ml. Compliance shall be based on the geometric mean of three or more samples taken during the same sampling event at representative locations within a defined sampling area."

This rule is consistent with the requirements of the BEACH Act.

(G) A composite sample can be submitted to a lab for testing instead of three individual samples. This approach has potential to reduce costs thus providing funds that can be used to increase the duration and frequency of monitoring, conduct more sanitary surveys, and develop predictive models (e.g., Virtual Beach). Please contact the Beach Monitoring Program manager for more information about revising the QAPP to include composite samples. The revised QAPP must be approved prior to conducting these activities.

(H) Beaches may be monitored for *E. coli* with culture-based or qPCR methods (i.e., Draft Method C). Beach monitoring activities in Michigan are prescribed in R 325.2101-325.2103 that were promulgated by authority of Sections 333.12501 and 333.12541-333.12545 of the Public Health Code, 1978 PA 368, as amended. For qPCR methods, the position of the State is that the implementation of Draft Method C and the qPCR value of 1.863 log<sub>10</sub> copies per reaction for *E. coli* to monitor beaches is consistent with the beach monitoring rules of the Public Health Code. Local health departments are encouraged to begin using Draft Method C and the qPCR value of 1.863 log<sub>10</sub> copies per reaction for *E. coli* to make decisions about whether beaches are safe for swimming.

(I) Report the annual monitoring plan for each location on the State's beach monitoring Web site. Each monitoring plan will include the start and end dates for the swimming season, and the monitoring season and the frequency that the location will be monitored. Locations can be updated individually or in groups by county. Usually, the sampling events are regularly scheduled throughout the swimming season. The State acknowledges that some beaches may have fewer sampling events due to financial limitations.

(J) Report location of at least three monitoring points per site on the State's beach monitoring Web site prior to reporting monitoring data. Report results for composite samples or individual samples for *E. coli* and status of beach (open/closed/advisory) within 36 hours of the test or evaluation to the State via the Web site; the city, village, or township in which the site is located; and the owner or operator. The State's beach monitoring Web site can calculate daily geometric means and 30-day geometric means as individual results are reported.

(K) Conduct a beach sanitary survey for each location that will be monitored. The USEPA has provided the following beach sanitary survey tools that may be used to conduct an

annual or routine beach sanitary survey: an annual beach sanitary survey form, a routine beach sanitary survey form, a beach sanitary survey database, and a guidance document. Please contact the Beach Monitoring Program manager for instructions to get this information. It is recommended that a beach sanitary survey also be conducted at nonmonitored locations when possible. The sanitary survey will indicate whether beach owners have posted signs that indicate whether the site is monitored or not and where the results can be found if the site is monitored. The Grantee may purchase signs with grant funds that will be posted as described in the Public Health Code for publicly owned beaches. Open stretches of beach or beaches at road ends that are not advertised or posted as public bathing beaches do not need to have signs posted. Notify the Beach Monitoring Program manager; the city, village, or township in which the site is located; and the owner or operator of the beach of the results or findings of the sanitary survey.

(L) Report beach sanitary survey results to the State's beach monitoring Web site.

(M) Provide training for staff involved in the Beach Monitoring Program as necessary to maintain knowledge of current regulations and internal policies and procedures to keep staff informed of technological improvement and advancements as approved by the state.



## APPENDIX A

### Ottawa County Lake Michigan Beaches

#### PROJECT SUMMARY

Ottawa County Health Department employees will conduct routine monitoring on Lake Michigan beaches. Weekly water samples and beach surveys will provide data that can be used to pinpoint and correct any sources of biological contamination. The continued bacteriological surveillance of the beaches will protect these freshwater resources, as well as keep the beaches safe for recreation. Water samples will be analyzed with culture-based methods. The beaches to be monitored are the following:

1. Grand Haven City Beach
2. Grand Haven State Park
3. Holland State Park
4. Kirk Park
5. Kouw Park
6. Mountain Beach
7. North Beach Park
8. P.J. Hoffmaster State Park- Shoreline Beach
9. Rosy Mound Recreation Area
10. Tunnel Park
11. Windsnest Park

#### WORK PLAN


Tasks	Estimated Percent of Time	Staff Person Responsible	Resulting Product
Travel	20%	TBD	Get to location to collect samples
-Driving to and from beaches			
Data Collection	30%	TBD	Water samples
-Collect beach samples			
-Complete Sanitary Surveys			
Data Entry & Submittal	15%	TBD	Data can be shared
-Develop and Submit a QAPP			
-Submit data to BeachGuard			
-Comply with Michigan's WQS according to R 333.12544 of the Public Health Code, 1978 PA 368 (Act 368), as amended.			
Reporting	25%	TBD	EGLE is aware of grant progress
-Develop and submit quarterly and annual status reports following EGLE guidance			
Training/Education	5%	TBD	Staff is better trained
-Attend applicable training and educational events			
Emergency Response	5%	TBD	Responding to any emergencies
-Communicate results to appropriate parties			
<b>Total</b>	<b>100%</b>		



## TIMETABLE

<b>Q2</b> April 1 - June 30th	-Finish and submit Beach Monitoring Grant Application -Begin weekly beach monitoring -Respond to urgent beach quality problems, if applicable
<b>Q3</b> July 1 - September 30	-Prepare and submit report for Q2 -Continue weekly beach sampling -Respond to urgent beach quality problems, if applicable
<b>Q4</b> October 1 - December 31	-Prepare and submit report for Q3 -Prepare and submit end of grant report -Respond to urgent beach quality problems, if applicable

## BUDGET

 <p> <b>MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY</b>          Water Resources Division          Great Lakes Beach Monitoring          FINANCIAL STATUS REPORT       </p>			
Grantee / Vendor Name: <u>Ottawa County Health Department</u>			
Vendor Number: <u>CV0048100/045</u>			
Project Name: <u>Ottawa County Lake Michigan Beaches</u>			
Grant Given Number: <u>2024-7213</u>			
Contract Date From:	<u>4/1/2024</u>	To:	<u>12/31/2024</u>
Contact Name:	<u>Drew Shaw</u>		
Contact Number:	<u>616 393-5635 / 616-638-7488</u>		
Contact Email:	<u>DShaw@miottawa.org</u>		
Project Total: \$	<u>12,000.00</u>		
<b>TASK</b>	<b>Task Number</b>	<b>Amount</b>	
Salary	1	\$	3,000.00
Fringe	2	\$	1,200.00
Supplies	3	\$	3,500.00
Travel	4	\$	2,460.00
Contractual	5	\$	1,000.00
		\$	-
<b>Task Subtotal</b>			<b>11,160.00</b>
<b>INDIRECT BUDGET BASED ON SALARY AND FRINGE</b>			
	<b>Percentage</b>		
<b>Total</b>	<b>20%</b>	\$	<b>840.00</b>
<b>PROJECT BUDGET</b>			
<b>Total</b>			<b>12,000.00</b>
<b>MATCH BUDGET</b>			
	<b>Percentage</b>		
<b>Total</b>	<b>0%</b>	\$	<b>-</b>
<b>GRANT BUDGET</b>			
<b>Total</b>			<b>12,000.00</b>

# Action Request



**Committee:** Board of Commissioners

**Meeting Date:** 03/12/2024

**Requesting Department:** Public Health

**Submitted By:** Spencer Ballard

**Agenda Item:** Scrap Tire Cleanup Grant Agreement from EGLE

## Suggested Motion:

To approve and sign the Scrap Tire Cleanup Grant from the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

## Summary of Request:

To collect/recycle scrap tires collected at 4 Environmental Sustainability Centers and township events.

## Financial Information:

Total Cost: \$12,000.00	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 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

## Objective:

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

**Administration:**  ☒ Recommended ☐ Not Recommended ☐ Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:



## SCRAP TIRE CLEANUP GRANT AGREEMENT

BETWEEN THE

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

AND **OTTAWA COUNTY ENVIRONMENTAL HEALTH**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Materials Management Division** ("State"), and **Ottawa County Environmental Health** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in **Public Act No. 0119 of 2023**. This Agreement is subject to the terms and conditions specified herein.

### **PROJECT INFORMATION:**

Project Name: 2024 Scrap Tire Cleanup                      % of grant state 100 / % of grant federal 0  
Amount of grant: \$12,000.00                                      Project Total: \$12,000.00 (grant plus match)  
Start Date (executed by EGLE): March 7, 2024    End Date: December 31, 2024

### **GRANTEE CONTACT INFORMATION:**

Name/Title: Kimberly Wolters, Environmental Health Supervisor

Organization: Ottawa County Environmental Health

Address: 12251 James Street, Suite 200

City, State, ZIP: Holland, Michigan 49424

Phone Number: 616-494-5569, Ext. N/A

Fax Number: N/A

E-Mail Address: kwolters@miottawa.org

Federal ID Number (Required for Federal Funding): N/A

Grantee DUNs/UEI Number (Required for Federal Funding): N/A

SIGMA Vendor Number: CV0003671-COBALT

**STATE'S CONTACT INFORMATION:**

Name/Title: Kirsten Clemens, Scrap Tire Coordinator

Division/Bureau/Office: Materials Management Division (MMD), Scrap Tire Program

Address: P.O. Box 30241

City, State, ZIP: Lansing, Michigan 48909-7741


Phone Number: 517-614-7431

Fax Number: N/A

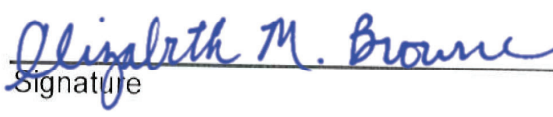
E-Mail Address: EGLE-ScrapTire@Michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

**FOR THE GRANTEE:**

	Adeline Hambley, Health officer <del>Kimberly Wolters, Environmental Health Supervisor</del>	3-5-24
Signature	Name/Title	Date

**FOR THE STATE:**

	Elizabeth M. Browne, Director, MMD	March 7, 2024
Signature	Name/Title <i>klg</i> 02/15/24	Date

**SIGNATURE PAGE:**

**COUNTY OF OTTAWA**

By: \_\_\_\_\_  
Joe Moss, Chairperson  
Board of Commissioners

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Justin F. Roebuck, County Clerk/Register

\_\_\_\_\_  
Date



## **I. PROJECT SCOPE**

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

## **II. AGREEMENT PERIOD**

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

## **III. CHANGES**

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

## **IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS**

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

<b>Reporting Period</b>	<b>Due Date</b>
October 1 – March 31	April 30
April 1 – September 30	Before October 15*

\*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering April 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) All products shall acknowledge that the project was supported in whole or in part by the Michigan Scrap Tire Program, EGLE, per the guidelines provided by the program.

(D) If 10 percent (10%) or more of the grant amount is expended, payment requests may be submitted.

## **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

## **VI. 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.

## **VII. 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.

## **VIII. 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.

## **IX. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

## **X. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

## **XI. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

## **XII. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

## **XIII. 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.

## **XIV. DEBARMENT AND SUSPENSION**

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at [www.SAM.gov](http://www.SAM.gov) to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement 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, as defined in 45 CFR 1185; 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 or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

## **XV. AUDIT AND ACCESS TO RECORDS**

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven years after the final payment has been issued to the Grantee by the State.

## **XVI. INSURANCE**

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

## **XVII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

## **XVIII. COMPENSATION**

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

## **XIX. 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.

## **XX. CANCELLATION**

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the grantee for any further charges to the grant.

## **XXI. TERMINATION**

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:



- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. 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, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

## **XXII. 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.

## PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

### PROJECT LOCATION AND SCOPE

The project must be located in Michigan and the scope of the project is outlined in the Grantee's approved Fiscal Year 2024 Scrap Tire Cleanup Program Grant Application.

### GRANTEE REIMBURSEMENT

The Grant Amount shall not exceed \$12,000.00, and the Grantee will be reimbursed as specified below, **NOT TO EXCEED ACTUAL COSTS INCURRED BY THE GRANTEE. All other costs associated with the removal of scrap tires, including labor costs, and additional charges for roll-off boxes and dump trailers, etc. are the responsibility of the Grantee.**

The State shall reimburse the Grantee the actual cost, up to \$1,500.00 for an enclosed semi-trailer with less than 500 passenger tire equivalents (PTE), \$3.00 per additional PTE in excess of 500 PTE, not to exceed \$3,000.00 for a full semi-trailer with over 1,000 PTE. ***It should be noted that empty semi-trailers are not eligible for reimbursement under the grant program.*** This payment is for providing acceptable scrap tire collection vehicles at the site of collection, and for the cost of processing and delivering the scrap tires to the End-User.

***Tires generated by a business, or a commercial farm are not eligible to received funding under this program and will not be reimbursed. If business or farming tires are accepted at the community cleanup or collection event, the cost for disposal/recycling will be the responsibility of the grantee. Use of grant funding to pay for ineligible activities (i.e., disposal of business or commercial agricultural tires) may result in non-reimbursement of grant funding and may also restrict the grantee from receiving future funding.***

### GRANT REIMBURSEMENT PROCESS AND GRANTEE REPORTING REQUIREMENTS

The Grantee must first pay the Processor for work completed and then seek reimbursement from the State. If the Grantee is not financially able to pay the Processor prior to seeking reimbursement from the State, then the Grantee may assign its grant payment(s) to the Processor pursuant to Section VII, Assignability, of this Agreement. If the Grantee assigns payment(s) to the Processor, and any payment is intercepted by the Michigan Department of Treasury due to Grantee's outstanding debt to the State of Michigan, then the Grantee is responsible for paying the Processor directly for the outstanding balance due the Processor.

The Grantee shall maintain an accurate count of the number of scrap car tires and scrap truck tires, and oversized tires removed from the site. **The Grantee is responsible for submittal of a COMPLETE Scrap Tire Transportation Record (EQP 5128).** Submittal of incomplete transportation records will delay reimbursement.

A request for payment shall be submitted by the Grantee on a form provided by the State and shall include proof of payment to the Processor or End-User, as applicable, a copy of the Processor invoice(s) and all scrap tire manifests signed by the Grantee, the Processor, and the End-User. Payment reimbursement requests shall be sent to: [EGLE-ScrapTire@Michigan.gov](mailto:EGLE-ScrapTire@Michigan.gov)

The State shall make a determination of project completion based on all of the following:

(A) A review of the project file, including all Request for Payment forms, all supporting financial documentation, all scrap tire manifests, and all reports submitted by Grantee, Processor and End-User, to verify that the requirements of this Agreement have been met and that the reimbursement amounts are correct.

(B) A site inspection to determine the number of tires, if any, remaining on the site and to verify that the requirements of this Agreement have been met.

### **COMMUNITY CLEANUP ADDITIONAL REQUIREMENTS**

Grants awarded to communities for the purpose of conducting community clean up days must adhere to the following requirements as outlined in the Application:

(A) The Grantee must have the scrap tires disposed of as soon as possible, preferably the same day as the cleanup day or next business day, unless collecting tires to coordinate a regional pickup by the hauler. The maximum time tires can be at a collection point is one week.

(B) If the Grantee is coordinating with other Grantees in the region, each Grantee can store for up to one week all the collected scrap tires at a collection point to coordinate a regional pickup by the hauler.

(C) The Grantee must notify the Scrap Tire Program Coordinator (via [EGLE-ScrapTire@Michigan.gov](mailto:EGLE-ScrapTire@Michigan.gov)) of each upcoming collection/cleanup event scheduled under the grant. This can include newsletters, flyers, web or any other utilized media.

(D) The Grantee is required to provide recognition of the Scrap Tire Cleanup Grant funding as it relates to their individual project (sample language and logos are available upon request).

If you need this information in an alternate format, contact [EGLE-Accessibility@Michigan.gov](mailto:EGLE-Accessibility@Michigan.gov) or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at [EGLE-NondiscriminationCC@Michigan.gov](mailto:EGLE-NondiscriminationCC@Michigan.gov) or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

Within 30 days of the date that the last scrap tire covered by this Agreement was removed from the site, the Grantee shall submit the final request for payment accompanied by a Final Project Report, which summarizes the project.

### **PROCESSOR AND END-USER REQUIREMENTS**

Any tire processor utilized by the Grantee shall be a Michigan-based Scrap Tire Processor (Processor) or an out of state processor if a Michigan-based process is not readily accessible. Refer to Section VIII, Subcontracts, for requirements regarding subcontractors.

The State may approve a written request from the Grantee to change the approved Processor(s) and/or approved Scrap Tire Material End-User (End-User) or End-Users identified in this Agreement.

### **UNUSABLE TIRES**

The State may approve a request from the Grantee to replace an approved End-User with a sanitary landfill, licensed under Part 115, Solid Waste Management, of the NREPA. Such a request may be approved if certain scrap tires covered under this Agreement are in such a condition that the approved Processor would not be able to process the scrap tires into a form acceptable to the approved End-User or if due to decreased end-use market availability another viable end-use market cannot be located. Any Grantee wishing to deliver scrap tires to a landfill after proper size reduction, must contact EGLE for approval. Whole motor vehicle tires are prohibited from being disposed of in a landfill. Reimbursement for landfilling of unusable tires shall not exceed the per tire amount authorized by this Agreement.

### **NOTIFICATION OF DELAYS**

The Grantee shall inform the State's Contact of any delays in the start-up of the project and any delays in progress toward completion of the project.

### **PROJECT COMPLETION**

The State will make final payment after the project is complete. Project completion means all of the following:

(A) All scrap tires covered by this Agreement have been removed from the site and delivered to the End-User identified in this Agreement by the Processor identified in this Agreement.

(B) The Grantee has submitted the final Request for Payment form, including all supporting financial documentation, all complete scrap tire transportation records signed by the Grantee, the Processor, and the End-User, indicating the total number of scrap car tires, scrap truck tires and oversized tires removed from the site.

(C) The Grantee has notified the State that the site is clear of all scrap tires and rims covered under this Agreement.

(D) The Grantee has provided a Final Project Report that summarizes the project including pertinent dates of events, number of participants, tires collected, pictures (if available), and any other information showing how your project was successful.